



LifeGoals Common Fund AIF

Information Memorandum

LifeGoals.

LifeGoals Common Fund AIF

(ex Luctor Mutual Fund AIF)

An Alternative Investment Fund having obtained the authorisation of the Cyprus Securities and Exchange Commission (hereinafter the "Fund")

Information Memorandum (the "Prospectus")

Date of approval: 5 October 2015

THE CONTENTS OF THE PROSPECTUS SHOULD NOT BE CONSIDERED AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING INVESTMENT DECISIONS THE ADDRESSEES MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED.

THE CYPRUS SECURITIES AND EXCHANGE COMMISSION HAS APPROVED THE CONTENT OF THIS PROSPECTUS ONLY AS REGARDS TO MEETING THE INFORMATION REQUIREMENTS TOWARDS THE INVESTORS AS DEFINED IN THE ALTERNATIVE INVESTMENT FUNDS LAW. THE APPROVAL OF THIS PROSPECTUS DOES NOT IMPLY RECOMMENDATION TO INVESTORS FOR INVESTMENT IN THE FUND. BEFORE MAKING A DECISION FOR INVESTING, INVESTORS ARE ENCOURAGED TO SEEK ADVICE FROM THEIR FINANCIAL ADVISOR AND/OR ANY OTHER PROFESSIONAL ADVISOR THEY MAY WISH.

CONFIDENTIAL

This alternative investment fund (AIF) is established in the Republic of Cyprus pursuant to the decision taken by the Cyprus Securities and Exchange Commission (CySEC) on 05/10/2015. The Fund is addressed to all investors – Professional, Well Informed and Retail Investors as these are defined in Law 87(I)/2017 which provides for the provision of investment services, the exercise of investment activities, the operation of regulated markets. CySEC Authorisation Number AIF04/2014.

Version:	11
Produced	1 Jun 2015
Last updated	18 Feb 2022
Last approved by CySEC	18 April 2022

Contents

LifeGoals Common Fund AIF.....	1
Information Memorandum.....	1
(the “Prospectus”).....	1
CONFIDENTIAL.....	1
PRIVATE OFFERING MEMORANDUM.....	5
(Hereinafter referred to as the “Prospectus”).....	5
1. Definitions.....	5
2. Important Information.....	8
Reliance on Prospectus.....	8
Registration in Cyprus.....	8
Disclosure of Information.....	8
Restrictions on Distribution.....	8
3. Persons Responsible.....	9
4. Introduction.....	9
5. No Application for listing.....	9
6. Depositary, Investment Committee, Service Providers and Advisors.....	9
7. Name of Issuer.....	10
8. Form and Establishment.....	10
9. The Prospectus.....	10
10. Supervision.....	10
11. Representations.....	11
12. Base and Reporting Currency.....	11
13. Investment Objective and Strategy.....	11
14. Duration (Maturity) of the Fund and Sub-funds.....	11
15. Multiple Investment Compartments.....	11
16. Fund Units.....	11
Unit holders’ register.....	12
Issue/Sale of Units.....	12
Certificates of Participation.....	12
Joint beneficiaries of units.....	12
The Initial Offering Period, Subsequent Subscriptions, Method of Subscription.....	12
Consideration in Cash.....	13
Consideration In-Kind.....	13
Minimum Investment per Subscriber of Units.....	13
Transfer of Units.....	13
Pledging of Units.....	14
Creation of a Pledge.....	14
Enforcement of the Pledge over Units.....	14
17. Redemptions.....	14
Submission of Redemption Request.....	14
Redemption Dates.....	14
Redemption Price.....	14
Rights of Redemption in the case of Rules Amendment.....	15
Suspension of Redemption of units following a decision of the Manager.....	15
Suspension of redemption of units following a decision of the Cyprus Securities and Exchange Commission.....	15
Exchange of Units of different Investment Compartments.....	15
Settlement.....	15

Suspension.....	15
Personal Transactions	15
Compulsory Redemptions.....	15
Money Laundering.....	16
18. Net Asset Value	16
19. Dividend Policy	16
20. Fund Administrator.....	16
21. Manager.....	17
22. Depository.....	17
23. Fees and Expenses	18
Fund Administrator's Fee:.....	19
Depository's Fee.....	19
Expenses payable by the Fund.....	19
24. Conflicts of interest.....	19
25. Soft commission arrangements	20
26. Fund Dissolution	20
27. Risk Factors	21
General Comments.....	21
Risks of Investment	21
i General Risks	21
ii Investment Objective Risk.....	22
iii Regulatory Risk.....	22
iv Risks Associated with Investments in Debt Securities	22
v Risks Associated with Currencies	22
vi Risks Associated with Positions in Exchange - Traded and OTC Derivatives	22
vii Leverage Risk.....	22
viii Risk of Imperfect Hedging.....	22
ix Liquidity Risk - OTC Financial Instruments.....	22
x Opportunity Cost of Position Covering.....	22
xi Risks Associated with OTC Transactions.....	22
xii Risks Associated with Credit Derivative (Credit Default Swaps) Transactions	22
xiii Liquidity Risk.....	23
xiv Emerging Markets Risks	23
xv Risk Associated with Hedging Foreign-Currency Units.....	23
xvi Risk of Capital Loss	23
xvii Risk Associated with Discretionary Management	23
xviii Risks Related to the Fund	23
28. Money Laundering Precaution Procedures.....	25
29. Taxation.....	26
Corporate Tax.....	26
Capital Gains	26
Dividend Income.....	26
Interest Income.....	26
Deemed Dividend Distribution Rules.....	27
Liquidation.....	27
Redemption of Units	27
30. Winding Up	27
31. Material Contracts	27

Depository Agreement	27
Administration Agreement.....	28
32. Disclosures to investors	28
II. Legal description of the contractual relationship entered into for the purpose of investment	28
III. Professional liability risk	28
IV. Fair treatment of investors.....	29
V. Prime Broker.....	30
VI. Periodic disclosure items.....	30
33. Miscellaneous	30
34. Documents Available for Inspection	30
35. Annual General Meeting.....	30
36. Complaints.....	30
37. Applicable Law.....	30
38. Contact Information.....	30
Appendix I – LifeGoals Common Fund AIF Offer for Subscription Form.....	31
Appendix II – LifeGoals Common Fund AIF Redemption Request Form	36
Appendix III – LifeGoals Common Fund AIF Unit Exchange Form	38
Appendix IV – Terms and Conditions.....	41

**PRIVATE OFFERING MEMORANDUM
(Hereinafter referred to as the “Prospectus”)**

The LifeGoals Common Fund AIF (hereinafter “The Fund” or “Fund”) is an Open-ended Common Fund that complies with the conditions provided in the AIF Law with Authorisation Number AIF04/2014. The Fund is governed by the provisions of the AIF Law, as in force, and these Rules which were approved by decision of the CySEC. Without prejudice to the provisions of these Rules that expressly regulate permissible deviations under the applicable legal framework the provisions of the AIF Law regarding the establishment and operation of the Fund shall apply.

The Fund will operate with multiple Investment Compartments, each of which is subject to the provisions of the AIF Law as a separate AIF. It is an umbrella fund with segregated liability between its compartments. Each investment compartment of the AIF may issue units, which correspond, to the assets of the specific compartment. The value of the units may vary by investment compartment. The assets of each compartment belong jointly and indivisibly to the Unit-holders of each compartment, are held by the Depositary for safekeeping, and are a collective portfolio, managed by the Manager in the interest of the Unit-holders. The Fund has no legal personality, and the Unit-holders are represented in and out of court by the Manager, in respect of legal relations arising from management and their rights in the assets. When representing the Unit-holders, the Manager acts in their name, and indicates in all events that it is acting on behalf to the Fund. The Manager exercises all rights arising from the assets of the Fund for the benefit of Unit-holders.

The Unit-holders’ rights derive from the assets of the relevant compartment they have invested in; each Investment Compartment is liable for the obligations created from its establishment and operations or its dissolution. The sub-Funds are addressed to all type of investors, namely Retail, Professional and Well-informed Investors. The Fund is currently set up with seven sub-Funds to implement its Investment Objective, specifically:

- I. LifeGoals – Bank Savings (LGS) AIF4_1 (former LifeGoals - Savings)**
- II. LifeGoals – Fixed Income Savings (LGIS) AIF4_2 (former LifeGoals – International Savings)**
- III. LifeGoals - Growth (LGG) AIF4_3**
- IV. LifeGoals - Conservative (LGC) AIF4_5**
- V. LifeGoals - Balanced (LGB) AIF4_4**
- VI. LifeGoals - Dynamic (LGD) AIF4_6**
- VII. Luctor Mutual Fund AIF – Curis Investments I (LIF Curis I) (Dissolved) AIF_7**
- VIII. LifeGoals– Fixed Income (LGF) (Dissolved) AIF4_8**

1. Definitions

In this Prospectus, the following words and expressions shall have the following meanings:

“AIF Law” or “the Law”	means the Alternative Investment Funds Law of 201L131(I)/2014 or any law that may replace or amend it. L131(I)/2014 was replaced by L124(I)/2018. Any references to the AIF Law or the Law shall be construed to mean L124(I)/2018.
“AIF with unlimited number of persons”	means an alternative investment fund within the meaning given in the AIF Law.
“Subscription Form”	means the form funding this Prospectus headed as such to be completed for the purposes of applying for subscription for Units in the Fund.
“Base Currency”	means the Currency in which the Units of the Fund are denominated i.e. the Euro.
“Business Day”	means a day, other than a Saturday or Sunday, which is a bank business day in the Republic of Cyprus.
“Cash Distribution”	means any amount of cash to be distributed to the Unit-holders prior to subtracting any relevant Performance Fees.
“Common Fund”	means a pool of assets which shall fulfil the conditions that are provided under Part II of Chapter 8 of the AIF Law.
“Cyprus”	means the Republic of Cyprus.
“CySEC”	means the Cyprus Securities and Exchange Commission.
“Depositary”	means the legal entity, as it is defined in Part I article 2 of the AIF Law, to which assets of the AIF are entrusted for safe-keeping. The Depositary of the Fund is Bank of Cyprus Public Company Ltd.

“Depository Agreement”	means the agreement between the Manager and the Depository.
“Duties and Charges”	means all stamp duty and other duties, taxes, governmental charges, evaluation fees, property management fees, agents fees, brokerage fees, commissions, bank charges, transfer fees, registration fees, and other duties and charges, whether in respect of the constitution or increase of the assets of the Fund or the creation, issue, conversion, exchange, purchase, repurchase, redemption, sale or transfer of Units or the purchase of investments by or on behalf of the Fund or in respect of the issue or cancellation of Units or otherwise which may have become or will become payable in respect of or prior to or upon the execution of any transaction, dealing or valuation.
“Euro” and “€”	each means the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the EC Treaty.
“Emergo Wealth Ltd”	is the Fund’s Administrator and Manager, as defined in the Rules and Prospectus of the Fund.
“Fund or AIF”	means the “LifeGoals Common Fund AIF”.
“Fund Administrator”	means the person appointed as the administrator of the Fund under an administration agreement. The administrator of the Fund is Emergo Wealth Ltd.
“Gate”	means the percentage of the Net Asset Value of the Fund on a Redemption Date which, if exceeded by the aggregate amount of requested redemptions of Units on such Redemption Date, redemptions may not be permitted.
“General Meeting”	means a general meeting of the members of the Fund.
“High Water Mark”	means the greater of the Initial Offering Period Subscription Price and the highest Net Asset Value per Unit achieved as at the end of any previous Calculation Period (if any) during which such Unit was in issue.
“Ineligible Person”	means an applicant or an investor that for legal, tax, regulatory, or any other reason determined by the Manager of the Fund in their sole discretion from time to time to be an ineligible person.
“Initial Offering Period”	means the period of 3 months following the date of approval.
“Investment Advisor”	means any person who may be appointed as investment advisor of the Fund from time to time.
“Fund Administrator Fee”	means the fee payable by the Fund to the Administrator, details of which are set out in the Prospectus.
“Fund Management Fee”	means the fee payable by the Fund to the Manager, details of which are set out in the Prospectus.
“Investment Committee”	means the governing body which is charged with the functions of overseeing investment topics, detecting and evaluating investment opportunities as well as designing suiting strategies, all being subject to the Manager’s perusal and ultimate approval.
“Investment Compartment”	Means any investment compartment of the AIF established and operating for the purposes of the AIF Law, as a separate AIF under the umbrella of LifeGoals Common Fund AIF, with segregated assets and liabilities.
“Lock up Period”	means the period during which the holders of Units are not allowed to redeem the Units.
“Manager”	means the person appointed as the manager of the Fund. The Manager of the Fund is Emergo Wealth Ltd.
“Minimum Asset Requirement”	The minimum capital the Fund is obligated to raise within the first twelve (12) months from the date of its authorization, which amounts to five hundred thousand (500.000) Euros. Capital Commitments are not included in the calculation of the minimum level of assets. This requirement applies to each investment compartment.

“Minimum Initial Subscription”	means the minimum subscription, either in cash or in kind and includes subscriptions made in the Initial Offering Period of a sub fund or subsequently. The minimum initial subscription of each sub fund is defined in the Addendum to Prospectus of each sub-fund.
“Minimum Residual Holding”	means the minimum amount to be maintained subsequent to any partial redemption or a change in the value of the total Net Asset Value of the Units held by a particular Unit-holder. The Company may change the minimum amount at its discretion.
“Net Asset Value per Unit”	means the amount determined as being the Net Asset Value per Unit on any Valuation Date and is calculated by dividing the Net Asset Value by the number of Units then in issue or deemed to be in issue on such Valuation Date rounded to two decimal places.
“Net Asset Value”	means the aggregate of the Fund’s assets less the aggregate of its liabilities pursuant to the Rules.
“Performance Fee”	means the fee payable by the Fund to the Manager, based on the performance of the Fund.
“Prime Broker”	means a broker offering a variety of services, which include but are not limited to execution of trades.
“Professional Firm”	means any firm qualified to provide professional valuations on assets.
“Professional Investor”	means an investor, who is considered to be a professional client or may, on request, be treated as a professional client within the meaning of Annex II of the Investment Services and Activities and Regulated Markets Law 87(I)/2017.
“Promotion and Distribution Agreement”	means the agreement between the Fund and the Manager for the solicitation of Units.
“Prospectus”	means this information memorandum of the Fund.
“Redemption Price”	means the price at which Units shall be redeemed by the Fund at the request of Unit-holders in accordance with the provisions of the Rules.
“Redemption Proceeds”	means the amount payable by the Fund to a Unit-holder whose Units have been redeemed by the Fund.
“Register of Unit-holders”	means the register of Unit-holders of the Fund maintained by the Manager of the Fund.
“Retail Investor”	means an investor who does not meet the conditions required to be included in the professional investors’ or the well-informed investors’ category.
“Rules”	means the Fund Rules.
“Sub-funds”	means the investment compartments of the Fund,
“Subscription Form”	means the form funding this Prospectus headed as such to be completed for the purposes of applying for subscription for Units in the Fund
“Subsequent Subscription”	means any subscription for Units other than subscriptions in the Initial Offering Period.
“Units”	means the Units in the Fund as described in paragraph 15 herein below.
“Unit-holder”	means the holder of a unit or a fraction of a unit.
“Valuation Date”	means the last business day of each month or such other business day as the Manager may from time to time determine.
“Well-Informed Investor”	<ul style="list-style-type: none"> a) means every investor who is not a professional investor, but fulfils the following criteria: <ul style="list-style-type: none"> the investor confirms in writing - <ul style="list-style-type: none"> i. that he has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks associated with

- the prospective investment and that he is aware of the risks associated with the prospective investment; or
 - ii. that his business activity is related to the management, acquisition or sale of assets, either on the investor's own account or on behalf of third parties, and are of the same type as the investments of the AIF; and
- b)
 - i. invests at least €125.000 in the AIF; or
 - ii. has been assessed by a credit institution, an AIFM, a UCITS Management Company, an IF or an external manager of AIFs authorised in the Republic or another Member State for the management of AIFs whose assets do not exceed the limits provided for in article 4(2) of the Alternative Investment Fund Managers Law or the corresponding article 3(2) of Directive 2011/61/EU, and the above assessment shows that he has the necessary knowledge and experience in financial and business matters, to evaluate the merits and risks associated with the AIF's prospective investment based on the AIF's investment policy; or
 - iii. is employed by one of the persons referred to in subparagraph (ii) of paragraph (b), receiving total remuneration that takes him into the same remuneration bracket as the natural persons who effectively conduct the business of the person referred to in subparagraph (ii) of paragraph (b) or the executive members of their governing body, who effectively conduct their business;
- c) by way of derogation from paragraphs (a) and (b), the investor is a person who effectively directs the business of the AIF or its external manager or is a person engaged in the AIF's investment management functions;

Expressions which are not defined in this Prospectus shall have the meaning given to them in the Law.

2. Important Information

Reliance on Prospectus

The Units are offered solely on the basis of the information and representations contained in this Prospectus and any further information given or representations made by any person may not be relied upon as having been authorised by Emergo Wealth Ltd. Neither the delivery of this Prospectus nor the issue of Units shall under any circumstances create any implication that there has been no change in the affairs of the Fund since the date hereof. The information contained in this Prospectus will be supplemented by the financial statements and further information contained in the latest annual and semi-annual reports of the Fund, copies of which may be obtained free of charge from the registered office of the Fund and at the offices of Emergo Wealth Ltd. in Cyprus. Potential investors must rely upon their own professional advisors, including their own legal advisors and accountants, as to legal, tax and related matters concerning the Fund and investment therein.

Registration in Cyprus

The Fund is authorized under Article 13 of Chapter 2 of the AIF Law, pursuant to the decision taken by the Cyprus and Securities Exchange Commission (Reg. No. AIF04/2014). Such registration does not require any Cypriot authority to approve or disapprove either the adequacy or accuracy of this Prospectus or the investments held by the Fund. Any representation to the contrary is unauthorised and unlawful.

Disclosure of Information

Holding and storing personal data in relation to the Investors is necessary to enable the Fund to fulfil the services required by the Investors and to comply with its legal and regulatory obligations. By subscribing to Units of the Fund, the Investors expressly agree that their personal data be stored, changed, otherwise used or disclosed (i) to Emergo Wealth Ltd. and other parties which intervene in the process of the business relationship (e.g. external processing centres, dispatch or payment agents), including companies based in countries where data protection laws might not exist or be of a lower standard than in the European Union or (ii) when required by law or regulation (Cyprus or otherwise). The personal data shall not be used or disclosed to any person other than as outlined in the preceding paragraph without the Investor's consent. Reasonable measures have been taken to ensure confidentiality of the personal data transmitted within the Fund. The Fund and Emergo Wealth Ltd. will accept no liability with respect to any unauthorised third party receiving knowledge of or having access to such personal data, except in the case of negligence. The Investors have a right of access and of rectification of their personal data in cases where such data is incorrect or incomplete. The personal data shall not be held for longer than necessary with regard to the purpose of the data processing.

Restrictions on Distribution

The distribution of this Prospectus and the offering of Units in certain jurisdictions may be restricted and accordingly persons into whose possession this Prospectus may come are required by the Fund to inform themselves of and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or

solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation. When marketing Units in any territory of the European Economic Area (EEA) (other than Cyprus) to professional investors that are domiciled or have a registered office in the EEA, Emergo Wealth Ltd. intends to utilise marketing passports made available by the competent regulatory authorities.

Warnings

Due to the possibility of price fluctuations and the possibility of non-positive returns, potential investors are urged to consult a professional investment advisor before proceeding with an investment with the Fund.

Investors are warned of the possibility that the NAV of the Fund's assets or of an investment compartment of the Fund, may display high volatility due to the composition of the Fund's portfolio or of that investment compartment's portfolio or method of portfolio management.

Professional Investors should be aware that the protection measures for Retail investors provided in the relevant legislation, do not apply regarding the AIF and the relevant investment compartments.

Before investing in the Fund, Retail and Well-Informed investors are urged to read the "Key Investor Information Document" ("KIID") the External Manager has prepared for each of the Fund's investment compartments. The KIID is provided by the External Manager free of charge before the signing of the Subscription Form.

3. Persons Responsible

Emergo Wealth Ltd. is responsible for the information contained in this document. Emergo Wealth Ltd. has taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make any statement in this document, misleading, whether fact or opinion. Emergo Wealth Ltd. accepts responsibility accordingly.

4. Introduction

The Fund is an Open-Ended Common Fund sponsored and set up by Emergo Wealth Ltd., a Cyprus Investment Firm, duly registered in Cyprus and regulated by the Cyprus Securities and Exchange Commission (CYSEC License 232/14) through which investors will be able to collectively invest in various investment strategies across asset classes.

The Prospectus is intended to provide potential investors with sufficient information with regard to the investment objectives and strategy, the distributions, the characteristics of the Units, the issue, sale and redemption of the Units and the valuation of the assets of the Fund in order to enable investors to make an informed evaluation of the investment proposed to them. In addition, the Prospectus provides information regarding the parties involved in the operation of the Fund and the service providers offering services to the Fund. Reference is made to several aspects of the operation of the Fund as well as to procedures adopted for the prevention of money laundering. This Prospectus does not constitute a prospectus in accordance with the provisions of the Public Offer and Prospectus Law of 2005, N.114 (I)/2005.

5. No Application for listing

It is emphasised that the Units in the LifeGoals Common Fund AIF are not listed, quoted or dealt on any stock exchange or market nor has any application been made for the Units to be admitted, listed, quoted or dealt on any stock exchange or market.

6. Depositary, Investment Committee, Service Providers and Advisors

Registered Office: 12, Demosthenis Severis Avenue, 5th Floor, 1080, Nicosia, Cyprus.

Manager Emergo Wealth Ltd
Website www.emergowealth.net / <http://lifegoals.eu>
Telephone: +357 22449122
Facsimile: +357 22780589

Administrator Emergo Wealth Ltd

Depositary Bank of Cyprus Public Company Ltd
Contact person: Marios Goergiades
Telephone: +357 22121899
Facsimile: +357 22120290

Auditors Moore Stylianou & Co
Partner: Constantinos Schizas
Telephone: +357 22717777
Facsimile: +357 22717766

Legal Advisor: Christos Patsalides LLC
Telephone: +357 22677677
Facsimile: +357 22674422

7. Name of Issuer

Emergo Wealth Ltd.

8. Form and Establishment

The Fund is established in the Republic of Cyprus on 05/10/2015 under the Alternative Investment Funds Law of 2014. It is an umbrella fund with segregated liability between its compartments. The Fund is a Common Fund recognised to operate with Units and authorised by the CySEC to operate as an alternative investment fund with unlimited number of persons with Authorisation No. [AIF04/2014] under the AIF Law. The registered office of the Fund is 12, Demosthenis Severis Avenue, 5th Floor, 1080, Nicosia, Cyprus.

Operating in compliance with the provisions of the AIF Law, the Fund is subject to the following restrictions and/or prohibitions:

- a. It is addressed to retail, professional and well-informed investors.
- b. The issue of bearer Units is prohibited.
- c. The Fund Rules are amended by Emergo Wealth Ltd., and the amendments shall also be signed by the Depositary and approved by the Securities and Exchange Commission.

The Fund is managed by Emergo Wealth Ltd. The Rules of the Fund have been drawn up by the Manager. The Fund is the object of collective management for the benefit of the unit holders who own the assets of the Fund collectively and respectively and are liable up to the level of their participation which is expressed in units or fractions of units.

The Fund is separated from the External Manager and is not liable for the obligations of the External Manager or its unit holders. It is, however, liable in relation to its own obligations and expenses according to the provisions of the AIF Law.

Due to its legal structure, the Fund does not have a legal personality thus the unit holders are represented in or out of court by the External Manager as far as their legal relations deriving from the management of the Fund and their rights in relation to the assets of the Fund are concerned.

When representing the unit holders, the External Manager will act in his name while pointing out that he acts on behalf of the Fund.

Unit holders are not liable for the acts or omissions of the External Manager or the Depositary during the exercise of their duties and the Fund will not be liable for the obligations of the External Manager and the Depositary.

9. The Prospectus

This Prospectus, being the Offering Prospectus for the purposes of the AIF Law, has been filed with the CySEC. This Prospectus is issued and published by Emergo Wealth Ltd on a confidential basis and its circulation and distribution to both well-informed and retail investors is for the sole purpose of providing information about an investment in the Fund. This Prospectus should not be circulated, distributed, published, reproduced or quoted in whole or in part, in any other context nor should any of its content be referred to, relied upon, or disclosed to any other person. The Fund is addressed to an unlimited number of well-informed, professional and retail investors. No person who receives a copy of this Prospectus may treat such document as constituting an offer by the Fund to enter into a contract with such person. This Prospectus does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or permitted or to any person to whom it would be unlawful to make such offer or solicitation.

This Prospectus is available to investors at the points of distribution of the Fund's Units as well as on the Manager's website.

The Fund shall be marketed mainly in the Republic of Cyprus but could also be open to foreign investors. The distribution or circulation of this Prospectus and the offering of Units in certain jurisdictions may be restricted or prohibited and accordingly persons into whose possession this Prospectus may come are required to be informed of and to observe any such restrictions. It is the responsibility of any person or persons in possession of this Prospectus and wishing to make an application for subscription for Units in the Fund to inform themselves of all applicable laws and regulations in any relevant jurisdiction and to observe such laws and regulations.

The Units are offered for subscription solely on the basis of the information and representations contained in this Prospectus. Any further information given, or representations made by any person may not be relied upon as having been authorized or approved by Emergo Wealth Ltd. Neither the delivery of this Prospectus nor the allotment or issue of Units shall, under any circumstances, create any implication that there has been no change in the affairs of the Fund since the date hereof.

Prospective applicants for subscription for Units are advised to inform themselves as regards any legal requirements that may be applicable in respect of the application for subscription for Units in the Fund or the holding of such Units, any applicable exchange control regulations and any applicable taxes in the countries of their respective citizenship, residence or domicile.

The nature of an investment in the Fund is such that it may not be a suitable investment for investors other than those who have knowledge of investment practices and understand the risks involved, who are in a position to bear the economic risk of the proposed investment, who believe that the proposed investment is suitable for their particular investment objectives and financial needs and who have no need for liquidity from the investment.

10. Supervision

The CySEC is the regulatory and supervisory authority for the Fund and Emergo Wealth Ltd. Emergo Wealth Ltd. shall carry out their activities in accordance with the licenses granted by CySEC and the AIF Law. However, it should be noted that no authority of the Republic of Cyprus has delivered an opinion upon the merits of an investment in Units of the Fund. The Fund has filed its Rules, together with this document with the relevant authorities.

11. Representations

No representations or warranties of any kind are intended or should be inferred with respect to the economic return from or the tax consequences of an investment in the Fund.

No assurances can be given that existing laws will not be changed or interpreted adversely. Prospective investors must not construe this Prospectus as legal, tax or investment advice. Prospective investors should review this Prospectus carefully and consult with their own legal, tax and financial advisors in relation to inter alia (i) the legal and regulatory requirements for the purchase, holding, redemption or disposal of the Units applicable in their jurisdictions; (ii) any foreign exchange restrictions which may be in force or be applicable in their jurisdictions as regards the purchase, holding, redemption or disposal of Units; and (iii) the legal, tax, financial and other consequences of subscribing for, purchasing, holding, redeeming or disposing of Units.

Investment in the Fund carries substantial risks. No assurances, warranties or representations are made that the investment objectives of the Fund will be achieved. The investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Units is suitable for them in light of their circumstances and financial resource.

12. Base and Reporting Currency

The base currency and reporting currency of the Fund shall be the Euro (€).

13. Investment Objective and Strategy

The investment objective of each individual sub-fund, which is subject to the provisions of the AIF law as a separate AIF, is described in the relevant Addendum to this prospectus specific to each sub-fund. For a list of the sub-funds and the relevant Addendum to each sub-fund, please refer to the Paragraph 1 of this prospectus. According to the Section 9 of the AIF Law, each of the sub-funds may issue units, which correspond, to the assets of the specific compartment. The unit holders' rights derive from the assets of the relevant compartment they have invested in.

The Investment Committee of each sub-fund is described in the relevant Addendum to this prospectus, specific for each sub-fund. This Investment Committee shall have an advisory role to the Manager and the Investment Committee of the Manager which is specified in the Manager's Internal Operations Manual.

14. Duration (Maturity) of the Fund and Sub-funds

The duration of the Fund and the Sub-funds is indefinite, subject to the provisions of the relevant regulations and section 16 of the prospectus.

15. Multiple Investment Compartments

The Fund is an umbrella Fund in accordance with the AIF Law. Each Investment compartment is considered as a separate AIF for the purposes of the AIF Law.

According to Section 9 of the AIF Law, each of the sub-funds may issue units which correspond to the assets of the specific compartment. The unit holders' rights, claims of creditors or obligations of the specific investment compartment resulting from the registration, operation, winding up and dissolution, derive from the assets of the relevant compartment they have invested in.

However, the assets of a specific investment compartment is allowed to be used exclusively for the fulfillment of rights of the unit holders and the claims of the creditors of or the obligations of that specific investment compartment and not for the fulfillment of rights and the claims of the creditors or the obligations of any other investment compartments.

Investment between compartments

Each investment compartment ("Investor Compartment") of the AIF is permitted by the AIF Law to invest in any other investment compartment ("Target Compartment") of the AIF provided it is permitted in the Rules of the Fund and the following conditions are fulfilled by the Investor Compartment:

- a) It invests in total up to 35% of its assets into the Target Compartment;
- b) Target compartment does not acquire units of the Investor Compartment
- c) Voting rights which derive from the units corresponding to the investment of the Investor Compartment to the Target Compartment, are suspended for the entire time of the said investment
- d) The value of shares representing the investment of paragraph (a) above are not calculated twice for the calculation of the NAV of the Fund
- e) Any remunerations or commissions for management, distribution, redemption or repurchase, and any expenses incurred for redemption, or repurchase shall not be charged.

Revocation of authorization of investment compartments.

CySEC may revoke the authorization of one or more investment compartments in accordance with the provisions of the AIF Law, without having to revoke the authorization and operation license of the rest of the investment compartments and/or the Fund itself.

16. Fund Units

The initial share capital of each sub-fund is €125,000. The assets of each sub-fund shall be divided in units or fractions of units in the name of the unit-holder, each of which shall represent the same percentage on its total assets. The rights derived from the

units shall be exercised in relation with the percentage of total assets that they represent, with the exception of the voting rights, as described in the Rules. Unit holders' meetings shall be exercised in accordance with the whole unit.

According to the AIF Law, the Fund is obligated to meet the Minimum Assets Requirement.

Unit holders' register

The units of the Fund and of the Sub-funds shall be recorded in the Unit holders' Register, maintained by Emergo Wealth Ltd. and monitored with recordings in it; these recordings shall prove the contribution and the Unit holder's participation in the Fund. The units of the Fund can also be kept in the form of an electronic registry. The Unit holder's register contains the relevant details as described in the Rules.

Issue/Sale of Units

Units will be issued /sold on Issue/Sale Dates only. In order for Emergo Wealth Ltd. to sell units and the Unit holder to acquire units in the Fund all the conditions described in the Rules should be met.

Certificates of Participation

Following an application from a Unit holder or joint beneficiary of units in the Fund, Emergo Wealth Ltd. will issue a certificate of participation as described in the Rules of the Fund. Following a request from a Unit holder or joint beneficiary of units in the Fund, a confirmation of participation to the Fund should be issued by Emergo Wealth Ltd. The Unit holder may also request a certificate regarding the registration of pledged units in the Unit holders' Register, whereas the pledgor-lender may request the issuance of such certificate. The Certificate of Participation (whose exact content shall be determined by Emergo Wealth Ltd. depending on the reason for which it is being issued when requested by the Unit holder) is simply evidence of participation in the Fund. Where the content of the certificate differs from the information recorded in the Unit holders' Register, the latter shall take precedence.

Joint beneficiaries of units

Where the beneficiaries of units happen to be several natural persons, each beneficiary may use all or part of the units as a joint beneficiary, requesting the redemption of units in their common account without the consent of the others, provided this is agreed at the account opening documents the client signs with Emergo Wealth Ltd. The bank account provided to the Fund when the common account is opened may belong to one or several or all of the joint beneficiaries. The joint beneficiary requesting redemption, may request that another account be credited, which belongs to him and another beneficiary in common. When units are redeemed following a request from a joint beneficiary, Emergo Wealth Ltd. and Depositary are fully exempt from the obligation to pay any amount to the other joint beneficiaries in relation to the units that were redeemed. The depositary and/or the administrator will only accept such redemption request provided due diligence and AML procedures of the transaction are implemented and approved.

When the common account of joint beneficiaries of units is being opened, it is possible to state that upon the demise of any of the joint beneficiaries, his units shall automatically devolve to the other surviving joint beneficiaries of the account, up to the last of them. No inheritance tax or other charge shall be owed for the units devolving to the other surviving joint beneficiaries in accordance with this subparagraph.

In order for a new joint beneficiary to be added, the written consent of Emergo Wealth Ltd. and of all the joint beneficiaries of the account must be given. In order to remove an existing joint beneficiary, the express written consent of the latter must be given. The information regarding the new joint beneficiary of the units shall be entered to the Unit holders' Register, whereas the information regarding the Unit holder who ceased to be a joint beneficiary shall be erased.

Where units are acquired by joint beneficiaries, the Certificate of Participation shall be issued for each account held by joint beneficiaries in the names of all the joint beneficiaries in accordance with the provisions of the Rules concerning Certificates of Participation

The Initial Offering Period, Subsequent Subscriptions, Method of Subscription

The initial offering period of each sub-fund is defined in the relevant Addendum to this prospectus, specific to each sub-fund. Emergo Wealth Ltd. may, at their discretion, extend or shorten the Initial Offering Period. The subscription price as regards subscriptions in the Initial Offering Period has been determined by Emergo Wealth Ltd. to be €1.00 per Unit plus any bank charges.

After the Initial Offering Period, Subsequent Subscriptions for Units will be possible as per the terms and conditions specified in the Addendum to the Prospectus of each sub-fund. For any Subsequent Subscription, the subscription price per Unit to be allotted shall be an amount equal to the NAV per Unit on the applicable Valuation Date net of any accrued performance fees as at the Valuation Date immediately following the Subscription Date on which the Subscription Form is definitive, plus such sum as Emergo Wealth Ltd. at their absolute discretion may, from time to time, determine as an appropriate provision for Duties and Charges in respect of the allotment and issue of the Units plus any bank charges.

Before signing the relevant Subscription Form, Emergo Wealth Ltd shall provide the applicant with the following documents and information, free of charge:

- a) Information Memorandum
- b) Rules
- c) Latest annual and half yearly report
- d) Latest NAV or the latest market price of its units
- e) KIID (of the specific investment compartment(s) the applicant wishes to participate in) (Retail & Well Informed Investors).

Any investor wishing to subscribe to any of the Sub-funds must complete and sign the relevant Subscription Form, attached in Appendix I of this Prospectus, of each sub fund and send the required documents to Emergo Wealth Ltd. at following address:

Registered Office: 12, Demosthenis Severis Avenue, 5th Floor, 1080, Nicosia, Cyprus
Telephone: +357 22 449122
Facsimile: +357 22 780589
E-Mail: info@emergowealth.net

The Subscription Forms, once made, are irrevocable. It shall be at the discretion of Emergo Wealth Ltd. to decide whether to accept or reject the Application Form for subscription, in whole or in part. The Application Form must be sent by registered mail, facsimile or electronic mail. Cut-off dates are specified in the addendum to the Prospectus of each sub-fund. Where the Application Form and all required documents are initially sent by facsimile or electronic mail, the originals must also be delivered to Emergo Wealth Ltd. by registered mail in order to complete the trade. Emergo Wealth Ltd. accepts no responsibility for any loss caused as a result of non-receipt of any Application Form sent by electronic mail or facsimile. Upon receipt of the application a confirmation will be issued which will be sent to the applicant after the relevant Subscription Date, providing details of the subscription.

The Manager recognizes electronic signatures as these are defined in the "Application of EU Regulation 910/2014 regarding Electronic identification and trust services for electronic transaction in the internal market Law of 2018" (Law 55(I)/2018) as amended from time to time, which enforced EU Regulation 910/2014 on electronic identification and trust services for electronic transaction in the internal market and repealing Directive 1999/93/EC.

Verification of identity of applicants, the source of funds and other information required for the purposes of the anti-money laundering compliance procedure shall be required. If not satisfactory information and documentation is produced, then Emergo Wealth Ltd. has the right to reject an Application Form.

At all times, it shall be at the absolute discretion of Emergo Wealth Ltd. whether to accept the application for subscription of any investor interested in participating in the Fund, whether such investor is already a Unitholder of the Fund or not. If the application for subscription is not accepted, any subscription monies which have been received shall be returned by wire transfer to the bank specified by the applicant without any interest and less any charges or by registered mail by banker's draft at the applicant's risk, without any interest and less any charges. The consideration for Units, whether subscribed for in the Initial Offering Period or in a Subsequent Subscription, shall be given in cash or in kind as described herein below. Offer for Subscription Application Forms which are received late, or subscription monies which are not cleared by the relevant time, may be held over and will be treated as having been received in respect of the next Subscription Date.

Consideration in Cash

In the event that consideration for subscription for Units shall be given in cash, then cleared subscription monies must be received by the Fund in accordance with the instructions provided in the relevant Addendum of each sub-fund. Subscription monies will only be accepted in Euros (€), hence the investor has to convert any other currency to Euro at his own cost prior to the payment. The subscription amounts should be paid by wire transfers to the Bank Subscription Accounts of the relevant sub-fund.

Consideration In-Kind

Subscriptions in kind may be accepted by the Fund in accordance with and subject to any applicable provisions of the Rules. In the event that consideration for subscription shall be given in kind, it shall be at the sole discretion of Emergo Wealth Ltd. to decide whether it wishes to accept or not such consideration in kind. The securities accepted in-kind will be valued as per the NAV calculation methodologies specified in Part 7 of the Fund's Rules. The minimum value to be considered for each sub-Fund is defined in the relevant Addendum to the prospectus of the Fund.

Minimum Investment per Subscriber of Units

The minimum initial subscription and subsequent subscription to each sub-fund are defined in the relevant Addendum to this prospectus specific to each sub-fund. The Minimum Residual Holdings to be maintained subsequent to any partial redemption or a change in the value of the total Net Asset Value of the Units held by a particular Unit-holder is also defined in the relevant Addendum to this prospectus specific to each sub-fund. Where the total Net Asset Value of the Units held by a particular Unit-holder becomes less than the amount described in the relevant Addendum, the Fund shall notify the said Unit-holder accordingly in writing. In such event, the Fund may proceed with compulsory redemption of all Units held by such Unit-holder pursuant to the Prospectus or allow the said Unit-holder to purchase additional Units in order for the minimum residual holdings requirement to be complied with. A Well-Informed Investor who fails to provide, together with the relevant Application Form for each sub-fund, an assessment in writing of by a credit institution that falls within the scope of the Banking Laws as amended, or by an Investment Firm, or by a UCITS management Fund showing that such investor has the necessary experience and knowledge to be able to evaluate the appropriateness of the investment in the AIF shall not qualify for the above minimum initial subscription.

Transfer of Units

The units of the Fund shall be freely transferable. Emergo Wealth Ltd. shall be notified of any transfers of units in the Fund and such transfer shall be valid vis-a-vis it after the notice is given, in the form approved by Emergo Wealth Ltd. from time to time.

Emergo Wealth Ltd. shall update the Unit-holders' Register about the transfer by deleting the units transferred from the account of the transferor and entering them in the account of the transferee. Following a request from the transferee, Emergo Wealth Ltd. shall perform the required due diligence measures whereby additional documentation and/or information may be required by the transferring parties and, after having been satisfied, Emergo Wealth Ltd in its capacity as the Administrator, shall issue a Certification of Participation on the transferee's name, in accordance with the provision of the Rules concerning Certificates of Participation.

Pledging of Units

The units of the Fund may be used as collateral to secure a claim. The collateral shall be valid and shall take effect against the Manager of the Fund, from the date it is carried out and disclosed to the Manager in writing and, in case the units are admitted to trading in a stock market, on the condition that the necessary procedures regarding the registration of the collateral in the records kept in the context of the operation of the relevant market have been made. Emergo Wealth Ltd. shall record the collateral in the Unit-holders' Register. The satisfaction of the lender is effected by the redemption of the pledged units and the payment of the redemption proceeds to the lender until the redemption of all the pledged units. Where the pledged units of the Fund are not redeemed in total, the lender shall maintain its right on the collateral as to the remaining pledged units, without having to conclude and disclose a new collateral agreement. Emergo Wealth Ltd. shall record in the Unit-holders' Register the elimination of the pledged units. Following a request from the pledgor or Unit-holder, Emergo Wealth Ltd. shall issue a Certificate concerning entry of the pledge in the Unit-holders' Register.

Creation of a Pledge

Under contract law, a pledge of Units shall not be valid unless the contract of pledge is expressed in writing, is signed by the pledger and is made in the presence of two witnesses each having contractual capacity. The pledge shall not be valid and enforceable unless notice of such pledge, together with a certified copy of the contract of pledge, is given by the pledgee to the Fund and the Fund shall have made a Prospectus of such pledge in the register of Unit-holders against the Units in respect of which the notice has been given and shall have delivered to the pledgee a certificate that a Prospectus of such pledge has been made in the relevant register of the Fund. The unit certificate relating to the pledged Units must be delivered to the pledgee. Therefore, the procedure for the creation of a pledge of Units is as follows:

- written notification of intention to pledge Units;
- consent of the Manager;
- execution of a written contract of pledge signed by the pledgor in the presence of two witnesses each having contractual capacity;
- the holder of the Units delivers to the pledgee the Unit statement relating to the pledged Units;
- notice of such pledge, together with a certified copy of the contract of pledge, is given by the pledgee to the Manager of the Fund.
- the Manager of the Fund makes a Prospectus of such pledge in the register of Unit-holders against the units in respect of which the notice has been given;
- the Manager delivers to the pledgee a certificate that a Prospectus of such pledge has been made in the register.

Enforcement of the Pledge over Units

For as long as Units are pledged, the holder of such units shall not be able to redeem the Units. A request for redemption as regards any of the pledged Units may only be made by the pledgee as described in the paragraph below. In the event that a Unit-holder makes a request for redemption, the Fund will not proceed with the redemption of any of the Units unless the pledge is revoked by the pledgee and such revocation is duly communicated to the Fund. The pledgee shall be able to request the redemption of units, in accordance with the contract of pledge provided reasonable notice has been given to the pledgor. Any redemption request shall be made in accordance with and subject to the rules and procedures applicable to redemptions described in this Prospectus and the Rules of the Fund using a Pledgee Redemption Request Form. The pledgee must send to Emergo Wealth Ltd. a Pledgee Redemption Request Form, indicating that the request for redemption is made by such person as pledgee of the relevant Units, together with a copy of the relevant unit certificate. Emergo Wealth Ltd. shall then confirm that such person is the pledgee of such Units on the basis of the register of the Fund. Should there be no objection to the request for redemption due to restrictions or the Gate, the Fund shall request the delivery of the original unit certificate and shall then proceed with the redemption of the Units.

17. Redemptions

Submission of Redemption Request

The Unit holders have the right to request the redemption or repurchase of their units in accordance with the provisions of the Rules of the Fund. The Fund and Emergo Wealth Ltd. shall bear no responsibility for any loss caused as a result of non-receipt of any instructions given by facsimile or electronic mail. Applications for conditional redemptions shall be null and void. Unit Holders must complete and return the relevant Redemption Request Form attached as Annex II to this Prospectus. In addition, the request for redemption must be accompanied by the unit certificate (if any) duly endorsed by the Unit-holder in relation to such Units (this does not apply if the unit certificate shall be kept at the registered office of the Fund) or by such proper evidence as Emergo Wealth Ltd. may at its absolute discretion require in relation to succession or assignment, if applicable. Emergo Wealth Ltd. will confirm in writing within five (5) Business Days the receipt of all faxed or emailed Redemption Request Forms, which are received in good order. Failure to obtain such written confirmation will render faxed or emailed instructions void. For as long as Units are pledged, the holder of such Units shall not be able to redeem the Units. A request for redemption as regards any of the pledged Units may only be made by the pledgee as described in paragraph 15 above. A Unit-holder holding Units shall not be entitled to revoke or withdraw the Redemption Request Form. A request for redemption may be withdrawn only in the event of suspension of the determination of the Net Asset Value.

Redemption Dates

Redemptions will be allowed on a weekly basis, or as otherwise defined in the relevant Addendum of each sub-fund.

Redemption Price

The Redemption Price shall be equal to the Net Asset Value per unit calculated on the Valuation Date, immediately following the relevant Redemption Date following the notice period required for redemptions specified in the Addendum to the Prospectus of each sub-fund, less any such sum, as the Manager may consider, represents the appropriate amount for commission the Manager is entitled to charge subject to these Rules, and any duties and charges in relation to the realisation or cancellation of the units to be redeemed, where instructions to redeem are received less than the notice period specified in the Addendum to the

Prospectus of each sub-fund. Requests received after such time (unless permitted by Emergo Wealth Ltd. in exceptional cases) will be held over until the next Redemption Date.

Rights of Redemption in the case of Rules Amendment

In case of any amendment to the Rules, the Unit holders have the right to request the redemption or repurchase of their units in accordance with the provisions of the Rules prior to their amendment by the date at which the one after the next scheduled date of redemption or repurchase of units shall take place.

Suspension of Redemption of units following a decision of the Manager

In exceptional cases when circumstances so require, and in all events when it is in the interests of Unit holders to do so, the Manager may issue a decision to suspend the redemption of units for a period up to 1 (one) month following the conditions described in the Rules of the Fund.

Suspension of redemption of units following a decision of the Cyprus Securities and Exchange Commission

Subject to the provisions of the AIF Law described in the Rules of the Fund, the Securities and Exchange Commission may decide to suspend the redemption of units of the Fund.

Exchange of Units of different Investment Compartments

The exchange of units of different Investment Compartments is permissible and any such exchange may be effected only by a concurrent redemption and subscription of units subject to the relevant Rules, on the same Valuation date for the units of the two Investment Compartments respectively. Investors wishing to exchange units of different Investment Compartments must complete and return the "Unit Exchange Form" in APPENDIX III attached and which forms an integral part of this Prospectus.

Settlement

Redemption will ordinarily be effected in cash if and to the extent that the Manager, acting in good faith, determines that there are sufficient liquid assets with which to effect a cash redemption. The cash payment will be made in Fund's base currency (Euro) within five (5) Business Days of the relevant Redemption Day by wire transfer and (subject to anti-money laundering rules) in accordance with instructions given by the Unit-holder to the Manager and at the Unit-holder's risk and cost.

Suspension

The right of applicants to redeem their Units is suspended whenever the determination of the Net Asset Value is suspended (see below). The Fund may suspend the redemption of Units in exceptional cases and where suspension is justified having regards to the interest of the Unit-holders.

Personal Transactions

Unless otherwise provided in the AIF Law, the Manager and the persons who effectively direct its business may enter in a transaction with the AIF or profit from a transaction made by the AIF in relation to its assets, to the extent that this is permitted by these Rules and complying with any possible conditions and procedures these may contain.

The execution of any transaction between the Fund and -

- a) The Manager or the persons who effectively direct the business of the Fund or
- b) The depositary or
- c) Its investment advisor (if one is appointed) or
- d) any of its unitholders or
- e) person related by close links with a person referred to in paragraphs (a) to (d), including the Fund

requires the previous valuation of the subject of the transaction from an independent valuer, who shall be nominated by the Depositary, or, in case the depositary or a related person of the Depositary is involved in the transaction, by the Manager.

When the aforementioned valuation is not practically possible to be performed, the depositary, or, in case the depositary or a related person of the depositary is involved in the transaction, the Manager of the Fund shall certify that the transaction took place under the terms which are deemed normal for the specific transaction and that the best interest of the unitholders were promoted.

In case where the probability of executing a transaction in accordance with the above exists, the Offering Memorandum of the Fund shall include a relevant reference; the annual and half-yearly reports of the Fund shall include all necessary information regarding any such transactions that have been executed within the reference period, sorting them by category and by contracting party to the Fund, and disclosing any remunerations or fees paid to every party to the Fund, for each transaction separately.

Compulsory Redemptions

Emergo Wealth Ltd. shall have the right to effect the compulsory redemption of all Units held by or for the benefit of a particular Unit-holder if:

- a. Emergo Wealth Ltd. determines that the continued holding of units by such Unit-holder would cause any legal, pecuniary, tax or regulatory disadvantage to the Fund or place any other Unit-holder at a material disadvantage.
- b. The Minimum Residual Holding is less than the amount described in each Addendum. In such a case, the Fund will notify the Unit-holder accordingly in writing.
- c. A Unit-holder has become an ineligible person for any legal, regulatory, tax or any other reason to be determined by Emergo Wealth Ltd. in its sole discretion.
- d. A Unit-holder holds Units in breach of any law or regulation or otherwise in circumstances having or which may have adverse legal, supervisory, regulatory, tax, pecuniary or material administrative consequences for the Fund or its Unit-holders.

- e. A Unit-holder has failed to provide any information or declaration required by Emergo Wealth Ltd. within ten (10) Business Days of being requested to do so.
- f. During a period of six years no acknowledgement has been received from a Unit-holder holding Units in respect of any confirmation of ownership of any Unit that was sent to the Unit-holder. In such case the redemption proceeds are to be held in a separate interest-bearing account.

Money Laundering

Investors should note that Emergo Wealth Ltd. reserves the right to refuse to accept a redemption request if it is not accompanied by such additional information as they may reasonably require in order for the Fund to comply with the prevention of money laundering and terrorist financing obligations including due diligence, identification of applicants and information on the source of income. For more details on the information required please refer to paragraph 29 and Schedule B. The Directors of the Fund may at any time require further documents for the purposes of the measures and compliance with procedures for the prevention of money laundering and terrorist financing.

18. Net Asset Value

Valuing the assets and investments will be done in accordance with section 7 the Fund's Rules. The Fund may at any time temporarily suspend the determination of the Net Asset Value and consequently the issue and redemption of Units in the following instances:

- a. for any period in which any market or recognised exchange on which a substantial portion of the investments of the Fund from time to time are quoted, listed or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or,
- b. the existence of any state of affairs which constitutes an emergency or otherwise as a result of which, disposal or valuation of Investments owned by the Fund cannot, in the opinion of the Manager, be effected normally or without prejudicing the interest of Unit-holders; or,
- c. any breakdown in the means of communication normally employed in determining the price of any of the Fund's Investments or of current prices on any recognised exchange or during any period when for any other reason the prices of any Investments owned by the Fund cannot be reasonably, promptly or accurately ascertained; or,
- d. for any period when the Fund is unable to repatriate funds for the purposes of making payments on the redemption of Units or during which the realisation of Investments, or the transfer or payment of funds involved in connection therewith cannot, in the opinion of the Manager be effected at normal prices or normal rates of exchange; or
- e. the suspension is required by CySEC as being in the interest of investors.

Notice of any suspension and notice of the termination of any such suspension shall be given by the Fund, in such manner as the Manager may deem appropriate, to the persons likely to be affected thereby.

19. Dividend Policy

The revenues of each sub-fund from interest and dividends shall be distributed each year to Unit holders under the conditions and process described in the Addendum of each sub-fund.

20. Fund Administrator

Emergo Wealth Ltd has been appointed as the Fund Administrator under an administration agreement. Under an Administration Agreement between the Administrator and the Manager of the Fund, dated 30/10/2015, the duties of the Administrator include among others:

- being responsible for maintaining the Register by recording, where applicable, all issuances, transfers, conversions, allotment, redemptions or purchase of Units;
- performing on behalf of the Fund the necessary due diligence checks on Investors subscribing to Units in the Fund;
- calculating on each Valuation Day the Net Asset Value per Unit in accordance with the Valuation procedures stated in the Fund's Prospectus and Rules as well as Information supplied by the Fund, Emergo Wealth Ltd., the Prime Broker, the Depositary and any Professional Firm appointed by the Fund to value a specific asset which is not a listed security and whose value is not readily available
- performing reconciliation of the Fund's opening and closing positions as provided by the Custodian, with the transactions list received by the Fund's Prime Broker, identifying and eliminating any discrepancies in order to perform the Net Asset Value Calculation accurately
- arranging for the issue, transfer, allotment, conversion, redemption and/or purchase of Units, in accordance with Fund's Prospectus and Rules.
- making the necessary entries into the Register of all such issues, allotments, transfers, conversions, redemptions and/or purchases of Units
- communicating with investors in respect of the value of their Units on each Valuation Date, or as otherwise requested by the Fund, but at least as frequently as provided for in the Law, and on each Subscription or Redemption Date
- keeping the accounts of the Fund and such financial books and records as are required by Law
- providing the Fund's appointed auditor with all the necessary information and assistance to perform the annual statutory audit of the Fund's financial statements
- being responsible to report to the CySEC or any other Authority in the Republic of Cyprus or any other Authority in a jurisdiction the Fund is subject to supervision and/or authorisation, the statutory reports in respect of the Fund
- generally performing all the duties usually performed by administrators, registrars and valuation agents of companies including the keeping of all records, the dispatch of notices, the circulation of Valuation reports and other Fund Information to the Investors, the CySEC and the Manager of the Fund, and the safe keeping of the Seal of the Fund and any Fund Certificates.

The Fund will pay the Administrator for its services a "Fund Administration Fee". The Administrator shall render their services to the Fund at their own expense, including salaries of employees necessary to render the services, all general overhead expenses attributable to its offices and employees and other expenses incident to the rendering of such services.

21. Manager

The Fund is managed by Emergo Wealth Ltd. The Manager shall manage, invest and reinvest the assets and investments of the Fund in accordance with the investment objectives and policy. The Manager will implement the investment policy of the Fund and in so doing the Manager may take such investment decisions as the Manager thinks fit. Among others the duties of the Manager include: ensuring that the Fund is operated and managed in compliance with its Prospectus and Rules and Offering documents and in compliance with the applicable legislation; making the necessary investment decisions for the Fund's portfolio; investing, divesting and reinvesting the assets of the Fund in accordance with the investment objectives and strategy; supervising the day to day investment management of the Fund; following up on the progress of the investments; negotiating and supervise the liquidity of the Fund and its financial needs within the framework of the investment objectives, policy and strategy; supervising the allotment and issue of new Units in the Fund; liaising with instructing the depositary and stockbrokers in respect of the underlying portfolio transactions; providing a point of contact and dealing with investor enquiries, complaints etc.; marketing of the Fund etc.

In addition, the Manager provides the Fund with management services, including among others: liaising with investors, including dealing with queries and investigating complaints; will monitor investor subscriptions and redemptions so that cash flows arising from subscription and redemptions can be accommodated; receiving applications for subscription or redemption; liaise and instruct other relevant parties on the affairs of the Fund; providing support services in connection with the distribution of agreed information and communication with Unit-holders. The Manager will provide to the persons which are responsible for the Administration of the Fund, all the documentation and information required in order for him to perform its duties pursuant to the Administrator agreement.

Furthermore, the Manager is responsible to take all reasonable measures to detect any situation giving rise to conflict of interest between:

- a) The Manager, the persons who truly manage it, its employees or any persons connected directly or indirectly through close links and its clients with the investors of the Fund or
- b) An AIF under its management or its unit holders and another AIF under its management or its unit holders or
- c) An AIF under its management or its unit holders and another client of the external manager or
- d) Between different AIFs under its management.

The Manager has in place the proper procedures to handle unit holders complains with diligence. It is also responsible for the Risk and Portfolio management of the AIF in accordance with the AIF Law. The Manager, being a licensed Cyprus Investment Firm regulated by CySEC, has in place the proper independent Internal Audit and Compliance functions.

Where the assets of the Fund are not financial instruments, the Manager is permitted by the AIF Law to delegate the execution of certain functions to a third party who is permitted to provide such services of such functions, within the frame of its professional or business activities and who is obligated to be registered with the relevant professional register as recognized by the relevant legislation, and who is able to provide financial and professional assurances so as to be in a position to effectively provide the said services and obligations that have been delegated to. The Manager shall maintain the responsibility irrespective of the delegation to the third party.

The Fund will pay the Manager for its services a "Fund Management Fee" and a "Performance Fee" (where applicable). The Manager shall render their services to the Fund at their own expense, including salaries of employees necessary to render the services, all general overhead expenses attributable to its offices and employees and other expenses incident to the rendering of such services.

The Manager and the Depositary are two separate legal entities and do not belong in the same group of Companies.

22. Depositary

The duties of the Depositary of the Fund are performed by a reputable credit institution which is authorized and duly incorporated and carrying on its business in accordance with the laws of the Republic of Cyprus, namely Bank of Cyprus Public Company Ltd. The appointment of the Depositary is evidenced with a written agreement between the External Manager of the Fund and the Depositary and which contains all the necessary information to allow the Depositary to perform of its duties in accordance with the AIF Law. Following a request by CySEC, the Depositary must provide to CySEC all information it has in its possession which were acquired during the exercise of its duties and which are necessary or useful for its supervision by CySEC.

All client money inflows and outflows and all money transfers to brokerage accounts for investment purposes are carried out via the Depositary. Emergo Wealth Ltd. keeps the following bank accounts with the Depositary:

- a. Client subscription money account in euros. This account is used for new client subscriptions in euros prior to the issue of new Units in the Fund (to ensure segregation of client funds).
- b. Settlement account in euros. This account is used for money transfers to the Fund's brokerage accounts for investment purposes, payment of Fund charges and fees, settlement of redemption proceeds etc.
- c. Expenses account in euros. This account is used to track all charges, fees and expenses incurred by the Fund.
- d. Client subscription account in US dollars. This account is used for new client subscriptions where the consideration is paid in US dollars instead of euros.
- e. The charges incurred by the Fund for these services are the standard money transfer/payment charges charged by the Depositary for this type of services.

Delegations of Duties

In accordance with the AIF Law, the Depositary is only permitted to delegate to a third party the duties provided for in s.24(3) of the Alternative Investment Fund Managers Law of 2013 (as amended) (L.56(I)/2013). Where such delegation occurs, the

Depositary is responsible to notify in writing the Manager. The Depositary may revoke such delegation at any time and such delegation ceases upon the discharge of the Depositary's duties for whatever reason.

Prior to delegation and during the assessment of the third party, the Depositary must demonstrate appropriate competence, caution and diligence in choosing and appointing every third party to whom it delegates part of its functions and continues to demonstrate appropriate competence, caution and diligence for the periodic evaluation and continuous control of this third party as well as of the settings which the third party has adopted and applies in relation to the functions it has been delegated. The Depositary specifically takes care that the third maintains on a constant basis the requisite files and accounts so that they can, at any given time and without delay, at any given time to separate the assets of the Depositary's clients from their own and from the assets of the Depositary.

The third party is permitted to sub-delegate its functions, in part or in whole, to another person under the condition that the sub-delegation is subject to the same terms and conditions with which the original delegation has been agreed upon.

Depositary Liabilities

The Depositary is liable to the Fund or its unit holders or the External Manager for any losses incurred as a result of breach of any of its obligations.

The unit holders are allowed to raise a claim against the Depositary either directly or indirectly and through the External Manager of the Fund depending on the legal nature of the relationship between the Depositary, investors and the External Manager. In case the External Manager fails to raise such claims against the Depositary within three (3) months from the date a unit holders submits a relevant notification to the External Manager, the unit holder has the right to raise a claim in court directly against the Depositary.

The Depositary remains fully liable in cases where he delegates its duty of safekeeping of the whole or part of the assets of the Fund to a third party and the Depositary is liable severally and collectively with the third party for any damaged caused by the third party, as stipulated in the first paragraph above.

The Depositary may discharge itself of liability if it can prove that:

- a) All requirements for the delegation of its custody tasks set out in s.26(1) of the AIFM Law are met; and
- b) a written contract between the depositary and the third party expressly transfers the liability of the depositary to that third party and makes it possible for the AIF or the AIFM acting on behalf of the AIF or to the depositary acting on behalf of the above mentioned AIF or AIFM, to make a claim against the third party in respect of the loss of financial instruments; and
- c) a written contract between the depositary and the AIF or the AIFM acting on behalf of the AIF, expressly allows a discharge of the depositary's liability and establishes the objective reason to contract such a discharge.

Furthermore, where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in point (ii) of paragraph (d) of subsection (1) of section 26 of the AIFM Law, the depositary can discharge itself of liability provided that the following conditions are met:

- a) the rules or instruments of incorporation of the AIF concerned expressly allow for such a discharge under the conditions set out in this subsection;
- b) the investors of the relevant AIF have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment;
- c) the AIF, or the AIFM on behalf of the AIF instructed the depositary to delegate the custody of such financial instruments to a local entity;
- d) there is a written contract between the depositary and the AIF or the AIFM acting on behalf of the AIF, which expressly allows such a discharge;
- e) there is a written contract between the depositary and the third party that expressly transfers the liability of the depositary to that local entity and makes it possible for the AIF or the AIFM acting

23. Fees and Expenses

Management Company commission and fees for selling and redeeming units and for managing the Fund

Entry Fee: After submitting an application to acquire units in the Fund, the Unit holder may be charged a subscription fee payable to Emergo Wealth Ltd., of up to 1% of the overall value of the units acquired. This fee is included in the unit purchase price and is paid upon purchase of the units. A fee is not charged for units that are acquired when profits are distributed but the monies are re-invested in new units issued in the Fund for the same Unit holder, nor when the units are acquired from the redemption proceeds of a different Investment Compartment. The charge for the Unit holders for the distribution of the Fund units includes, without additional burden, the relevant commissions of credit institutions, financial services investment companies, or other investment companies, as well as Management Companies in the Republic and other member-states of the European Union, for the representation / intermediation in the distribution of units.

Exit Fee: When units from the Fund are redeemed, the Unit holder may be charged a redemption fee of up to 1% payable to Emergo Wealth Ltd., computed on the value of the units being redeemed. The fee is withheld from the proceeds of the redemption payable to the Unit holder. Where units of one Investment Compartment are redeemed and the proceeds are re-invested in the units of another Investment Compartment, no redemption fee is charged.

Fund Management Fee: Emergo Wealth Ltd. is entitled to a fee of up to 2% per annum of the average net asset value of the Fund for the relevant fiscal year, for safekeeping and managing the assets of Fund. The Fund Management Fee is computed on the value of the Fund's net assets on each Valuation Date and is paid by debiting it from the Fund at the end of each month on a pro rata basis. The Fund management fee includes fees to enable Emergo Wealth Ltd. to perform its tasks and functions, or to provide services, irrespective of whether those functions are carried out by Emergo Wealth Ltd. or have been outsourced to third parties.

The following points need to be clarified:

- a. Commission, expenses and any taxes payable on transactions entered into on behalf of the Fund, are not related to the Asset safekeeping and Fund Management Fee but are payable by the Fund under the terms of the business relationship between the undertakings performing the tasks and the Fund.
- b. Fund administration services for the Fund are not included in the Asset safekeeping and Fund Management Fee, when those services have been outsourced; and
- c. when specific functions and activities of Emergo Wealth Ltd. which are included in the Asset safekeeping and Fund Management Fee are outsourced, there is no other fee or charge payable by the Fund for the functions and activities that were outsourced.
- d. The Manager shall render their services to the Fund at their own expense, including salaries of employees necessary to render the services, all general overhead expenses attributable to its offices and employees and other expenses incident to the rendering of such services.

Fund Administrator's Fee:

The Administrator is entitled to a fee of up to 1% per annum of the average net asset value of the Fund for the relevant fiscal year, for its services to the Fund. This fee is computed on the value of the Fund's net assets on each Valuation Date and is paid by debiting it from the Fund at the end of each month on a pro rata basis. The fee includes fees to enable the Administrator to perform its tasks and functions, or to provide services, irrespective of whether those functions is carried out by the Administrator itself or have been outsourced to third parties. The Fund Administrator will receive an annual fee not exceeding 1% on the NAV (calculated and paid monthly in arrears) that cannot exceed the amount of €50,000 (including VAT) for the administrative services it shall provide to the Fund. Such fee shall be payable quarterly out of the assets of the Fund.

Depositary's Fee

The Depositary's fee for custodian services is up to 0.10% max per annum of the net value of Fund assets held by the Depositary during the relevant fiscal year. The Depositary's fee is computed on the valuation of the net assets each Valuation Date held by the Depositary and is paid by debiting it from the Fund at the end of each month. This fee includes Custodian fees which may be payable to third parties who undertake to safeguard all or part of the assets of the Fund on the basis of outsourcing arrangements. The Depositary shall be paid an oversight fee of EUR 150 in the form of a monthly fixed payment.

Expenses payable by the Fund

In addition to the fees and commission payable to Emergo Wealth Ltd. and the Depositary, the following amounts shall also be charged to the Fund:

The costs of establishment and authorisation of the Fund, which amount to €10,000 (professional services and other statutory regulatory fees), shall be borne by the Fund. These costs were incurred by Emergo Wealth Ltd but shall be repaid by the Fund.

The fees of auditors who audit the Fund Reports in accordance with the law.

Expenses, taxes and commission for transactions entered into on behalf of the Fund, charged by the undertakings entering into those transactions, under the terms and conditions of the business relationship between those undertakings and the Fund. These expenses include any set-up fees payable by the undertakings entering into the transactions, to Emergo Wealth Ltd. for the Fund transactions, which are not specifically chargeable to the Fund. Expenses relating to the provision of information to Fund Unit holders required by the relevant legislation. The investor can find out the actual entry and exit fees for the Fund from their financial advisor, fund distributor, or the KIID of the sub-fund.

24. Conflicts of interest

The Manager, the Fund Administrator and the Depositary and members of the Investment Committee may from time to time act as advisor, Manager, Depositary, registrar, broker, underwriter, market maker, creditor, issuing manager, or may have a commercial or other interest with any issuer or third party, or dealer, in relation to, or be otherwise involved in, other parties or funds established by parties other than the Fund which have similar objectives to those of the Fund. Therefore, it is possible that any of them may, in the course of their business, have potential conflicts of interest with the Fund. In such event, any such party will, at all times, have regard to its obligations to the Fund and will endeavour to ensure that such conflicts are resolved fairly.

The Manager or any of its affiliates or any person connected with it may, directly or indirectly, invest in, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Fund. Neither the Manager, nor any of its affiliates, nor any person connected with it, are under any obligation to offer investment opportunities of which any of them becomes aware to the Fund or to account to the Fund in respect of (or share with the Fund or inform the Fund of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Fund and other clients.

In determining the Net Asset Value, the Manager may rely on valuations provided or attributed to any asset or liability by the Manager. As the Asset safekeeping and Management Fee and the Performance Fee are determined by reference to the Net Asset Value, the Manager may have a conflict of interest in providing valuations.

The Manager has a conflict between its role as Manager in limiting expenses and the benefits it will receive from the different fees and compensation paid to it (which fees and compensation were established without arm's-length negotiation).

Each of the Manager, Fund Administrator, members of the Investment Committee and their affiliates currently manage or may manage in the future the trading or may provide other services for investment funds or accounts in addition to those of the Fund. In the event that any of the above named persons elect to undertake such activities and other business activities in the future, such persons and or their respective principals or affiliates may be subject to conflicting demands in respect of allocating management time, services and other functions.

The Manager, the Fund Administrator, the Depositary or the members of the Investment Committee and their affiliates may engage in such business activities provided that their performance in relation to the Fund is not impaired. The Manager, the Fund Administrator, the Depositary or the members of the Investment Committee and their respective principals and affiliates will endeavour to treat each investment pool and managed account fairly and not to favour one account or pool over another. Any such person will not be prevented from dealing with the Fund, as principal or as agent, provided that any such dealings are on terms no less favourable to the Fund than could reasonably have been obtained had the dealing been effected with an independent third party. Any such person may charge and retain a commission or fee in respect of any such dealing provided such fee or commission is not in excess of rates commonly payable in respect of such dealings.

In the event that the Manager, the Fund Administrator, the Depositary or the members of the Investment Committee and their principals or affiliates consider that a particular situation may result in any relevant person having a conflict between its obligations to the Fund and other interest must disclose any such interest financial, fiduciary or otherwise in any proposal, contract or other matter in respect of which the Fund will make a decision. The Manager, the Fund Administrator, the Depositary and the Members of the Investment Committee are expected to execute their duties in good faith and with a view to the best interests of the Fund and its Unit-holders.

In evaluating these potential conflicts of interest, an investor should be aware that the Manager has a responsibility to the Unit-holders to exercise good faith and fairness in all dealings affecting the Fund.

By acquiring Units in the Fund hereby offered, a Unit-holder will be deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived, to the fullest extent permitted by applicable law, any claim with respect to the existence of any such conflicts.

Where the Fund invests in units of UCITS or collective investment undertakings, directly managed by, or whose management has been outsourced to, the Manager or another Company linked to the Manager by means of a common management or common control or qualifying holdings, the Manager or other company shall not charge subscription / redemption / repurchase fees for these investments of the Investment Compartment in the units of those UCITS or collective investment undertakings.

25. Soft commission arrangements

The Manager may effect transactions or arrange for the effecting of transactions through brokers or agents with whom they have soft commission agreements. The benefits provided under such agreements will assist the Manager in the provision of investment management services to the Fund and to other third parties. Specifically, the Manager may agree that a broker or agent shall be paid a commission in excess of the amount another broker or agent would have charged for effecting such transaction so long as, in the good faith judgement of the Manager the amount of the commission is reasonable in relation to the value of the brokerage and other services provided or paid for by such broker or agent. Such services, which may take the form of research, analysis and advisory services, market price services, electronic trade confirmation systems, third party electronic dealing or quotation systems, and computer hardware associated with specialised computer software or research services, may be used by the Manager in connection with transactions in which the Fund will not participate. The Manager will only effect a transaction with any person pursuant to a soft commission agreement where such person has undertaken to provide best execution and/or be otherwise in compliance with the rules of CySEC and/or any other supervisory and regulatory authority.

26. Fund Dissolution

The dissolution of the Fund shall take place only for one of the following reasons:

- i. in case the Securities and Exchange Commission revokes its authorization in accordance with Section 53 of the AIF Law;
- ii. after a relevant decision of its Manager, if he considers that the continuation of the operation of the Fund is not in the interests of its unit-holders;
- iii. When the life term of the AIF has expired , if such life term is expressed in the incorporation documents, unless these have been amended before the expiration of the life term of the Fund, which will cause the life term of the Fund to be extended or become indefinite
- iv. When an event has occurred which, according to the Rules of the Fund, has brought about the winding up and dissolution of the Fund.
- v. in the case of dissolution, resignation, liquidation or revocation of authorization of the Manager or the depositary and a replacement is not appointed;
- vi. in case of redemption of the total of its units;
- vii. upon decision of its Manager, in case the assets of the Fund are reduced to the one fourth of €3.000.000 of total AUM or €500.000 per sub fund and this reduction lasts for more than six months;
- viii. upon decision of the Manager, which may he receive in case the Fund assets are reduced so that they become less than two thirds (2/3) of the Initial Capital. In every case, the Manager shall disclose the reduction of the assets of the Fund to the Securities and Exchange Commission without undue delay, which may demand the dissolution of the Fund.

The aforementioned reasons for dissolution shall apply to the Fund's investment compartments collectively and/or separately. The winding up and dissolution of a specific sub fund shall not imply the winding up and dissolution of the remaining sub funds.

The Unit-holders of the Fund and their lenders may not ask the dissolution of the Fund and the distribution of its assets.

Without prejudice to paragraph (iv) above, the dissolution of the Fund is followed its liquidation, which ends up to the distribution of its assets, under the responsibility of its liquidator. The Fund is considered dissolved only when the independent auditor or the Manager submits to CySEC the results of the distribution of the Fund's assets and to the competent authorities of other countries where the units of the Fund were distributed. The results are provided to the unit holders as well.

The Manager of the Fund is appointed as liquidator, unless the dissolution is due to a fact provided in paragraph (iii) above and is related to Emergo Wealth Ltd. In this case, the liquidator of the Fund is appointed by the Depositary. It is provided that the liquidator shall not delegate its duties regarding liquidation to a third party. Where the Fund is under liquidation, the issue of new units is not possible, unless it serves the purpose of liquidation. The redemption of units is still possible provided that the equal treatment of the Unit-holders is ensured.

The Depositary of the Fund shall exercise its duties until the process of distribution of its assets finishes. The Unit-holders shall be satisfied from the liquidation proceeds when any kind of claim against the Fund is settled. The outcome of the distribution of the Fund's assets shall be illustrated in a special report of an independent auditor, which is communicated to the Securities and Exchange Commission and to the competent authorities of the countries where the units of the Fund are distributed, while the relevant report shall be at the disposal of its Unit-holders at the points of distribution of its units.

The dissolution of the Fund and the reasons for its dissolution are communicated, immediately, by the Manager to the Depositary of the Fund, its Unit-holders and the Securities and Exchange Commission: It is provided that the Manager shall submit to the Securities and Exchange Commission, without undue delay, a copy of the above-mentioned communication to the Unit-holders and the Depositary of the Fund. Because the Fund is constituted with more than one Investment Compartments, its dissolution as a whole takes place ONLY when its last remaining Investment Compartment is dissolved.

Each investment compartment is wound up and dissolved on its own, separately. A dissolution of an investment compartment does not imply the winding up and dissolution of the rest of the investment compartments and/or the Fund itself. Upon winding up and dissolution of an investment compartment, the sum of its obligations is repaid.

27. Risk Factors

General Comments

The list of risk factors set forth below does not purport to be an exhaustive explanation of the risks involved in investing in the Fund. Before making any investment decision prospective investors should read carefully the entire prospectus and consult with their professional advisors regarding the consequences of an investment in the Fund in light of their personal circumstances.

An investment in the Fund involves a relatively high degree of risk, including the risk of loss of a significant portion of the amount invested, as a result of both (i) the types of investments to be made by the Fund; and (ii) the structure and operations of the Fund. There can be no assurance that the Fund will achieve its investment objective or that there will be any return of capital to Unit-holders.

Moderate risks are involved in investing in the various securities and financial instruments the Fund intends to purchase and sell. Prices may be influenced by, among other factors: changing demand and supply relationships; the domestic and foreign policies of Governments; political events, economic developments and changes in the regulatory framework for financial institutions. As a result of the nature of the Fund's investment activities, the Fund's performance may fluctuate from period to period. Accordingly, investors should understand that the performance in a particular period will not necessarily be indicative of performance in future periods.

The success of the investment strategies depends upon the ability of the Manager to interpret market data correctly and to predict market movements. Any factor which would make it more difficult to execute timely buy and sell orders, such as a significant lessening of liquidity in a particular market or investment would also be detrimental to profitability. Even though it is not currently the intention of the Manager to change the investment objective and policies, it is possible that the strategies used in the future may be different from those in use initially. No assurance can be given that the strategies used or to be used will be successful under all or any market conditions.

Before investing in the Fund, prospective investors should carefully consider the inherent risks. Investment in the Fund carries substantial risk. There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in the Fund is suitable to them in light of their circumstances and financial resources. An investor in the Fund faces a variety of material risks, including those described below.

Risks of Investment

i General Risks

Past performance is not a guide to future performance and Units, other than Units of liquidity Funds, if any, should be regarded as a medium to long-term investment. The value of investments and the income generated by them may go down as well as up and Unit-holders may not get back the amount originally invested. Where the currency of a Fund varies from the Investor's home currency, or where the currency of a Fund varies from the currencies of the markets in which the Fund invests, there is the prospect of additional loss (or the prospect of additional gain) to the Investor greater than the usual risks of investment.

- ii **Investment Objective Risk**
Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macroeconomic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Fund.
- iii **Regulatory Risk**
The Fund is domiciled in Cyprus and Investors should note that all the regulatory protections provided by their local regulatory authorities may not apply. Additionally, the Fund may be registered in non-EU jurisdictions. As a result of such registrations the Funds may be subject, without any notice to the Unit-holders in the Funds concerned, to more restrictive regulatory regimes. In such cases the Fund will abide by these more restrictive requirements. This may prevent the Fund from making the fullest possible use of the investment limits.
- iv **Risks Associated with Investments in Debt Securities**
The main risks connected to investments in debt securities include:
 - interest rate risk (the risk that the value of the Fund's investments might decrease if interest rates increase);
 - credit risk (the risk that the companies in whose securities the Fund is invested might fall into financial difficulties and might no longer be willing or able to honour their commitments towards their debt-holders);
 - counter-party risk (the risk of a counterparty's bankruptcy leading it to default on payment).
- v **Risks Associated with Currencies**
The Fund may invest in securities denominated in a certain number of currencies other than the Fund's Base Currency. In the absence of proper hedging strategies, exchange rate fluctuations of foreign currencies affect the value of the securities held by the Fund.
- vi **Risks Associated with Positions in Exchange - Traded and OTC Derivatives**
Subject to all applicable registration requirements, the Manager and the Manager may use hedging strategies, which cause the Fund's assets to be invested in exchange-traded and Over the Counter (OTC) futures, options and derivatives (including options, futures products, interest rate swaps and credit derivatives) in its investment policy for the purpose of hedging. These are volatile instruments generating certain specific risks and exposing investors to the risk of loss. OTC transactions are to be carried out with first-class banks or stockbrokers specialised in these types of transactions acting as counterparty.
- vii **Leverage Risk**
Leverage is provided by the low initial margin deposits that are usually requested when taking a position in such instruments. As a result, a relatively small change in the price of a contract could give rise to significant gains or losses compared to the initial margin actually invested.
- viii **Risk of Imperfect Hedging**
Furthermore, when used for the purpose of hedging, these instruments and the investments or market sectors being hedged could prove uncorrelated.
- ix **Liquidity Risk - OTC Financial Instruments**
Transactions in over-the-counter derivatives, such as credit derivatives, 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.
- x **Opportunity Cost of Position Covering**
In addition, when the Fund invests in a derivative instrument, it may be required to segregate cash and other high-grade liquid assets or certain portfolio securities to "cover" the position. Assets segregated or set aside generally may not be disposed of so long as the Fund maintains the positions requiring segregation or cover. Segregating assets could diminish the Fund's return due to the opportunity losses of foregoing other potential investments with the segregated assets.
- xi **Risks Associated with OTC Transactions**
Although the corresponding markets involving OTC transactions are not necessarily recognized as being more volatile than other futures markets, traders are less protected from defaults in their transactions in these markets because the contracts traded on them are not guaranteed by a clearing house.
- xii **Risks Associated with Credit Derivative (Credit Default Swaps) Transactions**
The Fund may buy credit derivatives such as credit default swaps (CDS) to hedge part of the fund's credit risk. The Fund will never sell protection through CDSs. A specific credit risk linked to the use of credit derivatives, such as credit default swaps, exists. The table below shows the situations in which the use of credit default swaps presents a risk:

Holding the underlying of the CDS	Aim of the Fund Manager's use of CDS	Existence of credit risk
Yes	Sell protection	Yes, in the event of the downgrading of the issuer of the underlying security
Yes	Purchase protection	No
No	Sell protection	Yes, in the event of the downgrading of the issuer of the underlying security

No	Purchase protection	Yes, in the event of the upgrading of the issuer of the underlying security
----	---------------------	---

xiii **Liquidity Risk**

This risk basically stems from the degree of liquidity of the markets in which the transferable securities making up the portfolio are traded. Some of the securities in which the Fund is authorised to invest may be illiquid. Illiquid securities are taken to mean those that cannot be sold under normal conditions within a period of seven days at the price at which the Fund has valued them. These securities entail a risk that the Fund will not be able to sell them at the desired time. It is also possible that the price at which they are sold may be lower than the price at which the Fund had bought them. It may not always be possible for the Fund to execute a buy or sell order on exchanges at the desired price or to liquidate an open position due to market conditions including the operation of daily price fluctuation limits. If trading on an exchange is suspended or restricted, the Fund may not be able to execute trades or close out positions on terms which the Manager believes are desirable.

xiv **Emerging Markets Risks**

Price fluctuations can be significant, and the operating and supervision conditions may deviate from the standards prevailing on the large international exchanges due to investments in emerging markets.

xv **Risk Associated with Hedging Foreign-Currency Units**

Units in currencies other than the euro are systematically hedged against currency risk. This hedging may not be correlated and may generate a performance differential between units in different currencies.

xvi **Risk of Capital Loss**

The Fund is managed on a discretionary basis and does not guarantee or protect the capital invested. A capital loss occurs when a unit is sold at a lower price than that paid at the time of purchase.

xvii **Risk Associated with Discretionary Management**

Discretionary management is based on the expected evolution of the different markets. There is a risk that the product might not be invested in the best-performing markets at all times.

xviii **Risks Related to the Fund**

Reliance on the Manager

As the Fund will rely on the Manager in implementing its investment strategy, investors must rely on the judgment of the Manager. The Manager or its principals and affiliates are not required to devote substantially all their business time to the Fund's business. The Manager will act in the best interests of the Fund so far as practical when undertaking any investments for the Fund.

Conflicts of Interest

The investment activities of the Fund, its Manager and their respective affiliates may present certain conflicts of interest.

Limited Operating History

The Fund has only recently commenced investment operations and therefore has no operating or investment performance history (although Emergo Wealth Ltd. has experience in managing assets and extensive personal experience in substantially similar investment objectives).

Concentration of Investments

Although the Fund will endeavour to diversify its investment portfolios in accordance with the investment policies and restrictions set out herein, the Fund may hold a few, relatively large positions in certain securities and instruments in relation to the capital of the Fund. Consequently, a loss in any such position could result in significant losses to the Fund and a proportionately higher reduction in the Net Asset Value of the Fund than if the Fund's capital had been spread among a wider number of positions.

Limited Liquidity and Restrictions on Redemptions and Transfers of Units

To date, there is no market for the Units and no secondary market is expected to develop to provide Unit-holders holding Units with liquidity of investment except through redemption. A Unit-holder holding Units is restricted in his right to make a full or partial redemption from the Fund as specified in the addendum to the Prospectus of each sub-fund. However, such redemption may not be immediately possible as it may be suspended if the Manager believes that the Fund would be unable to satisfy the requested redemption without adversely affecting non-redeeming Unit-holders. The Gate also limits the right of a Unit-holder holding Units to withdraw from the Fund. No partial redemption will be permitted unless it is for at least €1.000. In addition, it may be relatively difficult for the Fund to dispose of investments rapidly at favourable prices in connection with redemption requests, adverse market developments or other factors.

Redemption Effects

Large redemptions of Units within a limited period of time could require the Fund to liquidate positions more rapidly than would otherwise be desirable, adversely affecting the value of both the Units being redeemed and the outstanding Units. In addition, regardless of the period of time over which redemptions occur, the resulting reduction in a Fund's Net Asset Value could make it more difficult for the Manager to generate profits or recover losses. Redemption proceeds paid by the Fund to a redeeming Unit-holder may be less than the Net Asset Value of such Units at the time a redemption request is made due to fluctuations in the Net Asset Value between the date of the request and the applicable Redemption/Valuation Day.

Dependence on the Manager

All allocation or investment decisions with respect to the Fund's assets will be made by the Manager and Unit-holders will not have the ability to take part in the day-to-day management or investment operations of the Fund. As a result, the success of the Fund will depend largely upon the abilities of the Manager, and there can be no assurance that the Manager will remain willing or able to provide advice to and trade on behalf of the Fund or that their trading will be profitable in the future. If the Fund were to lose the services of the Manager, the Fund may suffer adversely and might have to be liquidated.

Effect of Performance Fees

The Manager could receive a performance fee from the Fund or any of the sub-funds based on a percentage of any net realised and unrealised profits. Performance fees may create an incentive for the Manager to make investments that are riskier or more speculative than would be the case in the absence of such incentive compensation arrangements.

Risks of Leverage

The Fund may borrow funds and employ financial instruments and techniques with an embedded leverage effect. The borrowing of funds and use of leverage by the Fund will magnify increases or decreases in the Fund's Net Asset Value. No assurance may be given that secured or unsecured debt financing will be available on terms that the Manager considers acceptable, nor that the use of leveraged financial instruments and techniques will not generate losses in excess of the amount invested or committed.

Possible Indemnification Obligations

The Fund has agreed, or may agree, to indemnify the the Manager, the Depositary, the Investment Committee, and banks, brokers and dealers under its Rules and various agreements entered into with such persons against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Fund.

Institutional Risk

All assets of the Fund will be held under the custody or supervision of the Depositary. The Depositary is authorised to use sub-depositaries and nominees. The institutions, including brokerage firms and banks, with which the Fund (directly or indirectly) does business, or to which portfolio securities have been entrusted for custodial purposes, may encounter financial difficulties that impair the operational capabilities or the capital position of the Fund. The Fund intends to limit its securities transactions to well-capitalised and established banks and brokerage firms in an effort to mitigate such risks.

Legal Restrictions on Portfolio Investments

The Fund or its direct and indirect portfolio investments may be subject to regulations (including tax regulations) in certain countries. Such legal requirements applicable to the Fund and the Manager, may force the Fund to modify or limit, for other than investment reasons, the amount of assets invested in a particular security or financial instrument. Such actions may affect the performance of the Fund. In addition, possible changes to the laws and regulations governing permissible activities of the Fund, the Manager and their affiliates could restrict or prevent the Fund or the Manager from continuing to pursue the Fund's investment objectives or operate in the manner currently contemplated.

Possible Adverse Tax Consequences

No assurance may be given that the manner in which the Fund will be managed and operated, or that the composition of its direct and indirect portfolio investments, will be tax efficient for any particular Unit-holder or group of Unit-holders. The Fund's books and records could be audited by the tax authorities of countries where a portion of its direct and indirect portfolio investments are made or where a particular Unit-holder or group of Unit-holders reside. Any such audits could subject the Fund to tax, interest and penalties, as well as incremental accounting and legal expenses. Should the Fund be required to incur additional taxes or expenses as a result of the capital contributions made by any Unit-holder, or become subject to any record-keeping or reporting obligations as a result of permitting any person to remain or be admitted as a Unit-holder of the Fund, the Fund will seek reimbursement of the costs of such taxes, expenses or obligations from such person. The Manager will, at their discretion, request the compulsory redemption of such Unit-holders.

Risks of Special Techniques Used by the Manager

The Fund may invest using special investment techniques that may subject the Fund's investments to certain risks. The Fund may also invest in derivative instruments for hedging or partial hedging purposes. The Fund, in any event, is not designed to correlate to the broad bond market and should be viewed as an alternative to instead of a substitute for other fixed income investments.

Assets of the Fund Held by Depositaries

The Fund may enter into derivative transactions with approved counterparties in the course of which it may be necessary to appoint such counterparties as depositaries over some portion of its assets. Unless otherwise agreed with the Depositary in most cases, all cash, investments and other assets so held by the Depositary will be subject to a security interest in favour of the Depositary. To the extent such cash, investments and other assets are so held, they will be held as collateral. Any collateral may be used by the Depositary for its own account or for that of any other customer, in which event the Fund will have a right against the depositary for the return of assets equivalent to the collateral so used. To the extent so used, any such collateral will not be segregated from other assets belonging to the depositary and may be available to creditors of the depositary in the event of its insolvency, in relation to which the Fund will rank as an

unsecured creditor of the depositary and may not be able to recover such assets in full. Where, due to the nature of the law or market practice of jurisdictions where the depositary operates, such cash, investments and other assets may be registered in the name of the depositary and will not be segregated from the depositary's own investments, in the event of the depositary's default may not be as well protected. This means, amongst other things, that the Fund's cash, investments and other assets will not be segregated from the depositary's own cash, investments and other assets and may be at risk in the event of the depositary's insolvency.

xix **Market-Related Risks**

General Economic Conditions

The success of any investment activity is affected by general economic conditions, which may affect the liquidity of the markets for fixed income securities. Certain market conditions, including unexpected volatility or reduced liquidity in the market in which the Fund directly or indirectly holds positions, could impair the Fund's ability to achieve its objectives and/or cause it to incur losses.

Market Risks

The success of a significant portion of the Fund's investment program will depend, to a great extent, upon correctly assessing the future price movements of fixed income and other financial instruments. There can be no assurance that the Manager will be able to accurately predict these price movements. Therefore, there is risk that the value of the Fund's investments might decrease following general movements in the financial markets.

Volatility Risk

The Fund will be investing for the most part, in securities, which may involve a relatively high degree of risk. Prices are volatile and market movements are difficult to predict.

Foreign Currency Exchange Transactions Risks

The Fund may buy and sell securities and receive interest in a number of foreign currencies and thus the Fund may enter from time to time into foreign currency exchange transactions on a spot (i.e. cash) basis or enter into foreign currency exchange forward contracts. Neither spot transactions nor forward currency exchange contracts eliminate fluctuations in the prices of a Fund's portfolio securities or in foreign exchange rates, or prevent loss if the prices of these securities should decline. Although these transactions are intended to minimise the risk of loss due to a decline in the value of the hedged currencies, at the same time they limit any potential gain that might be realised should the value of the hedged currency increases. The precise matching of the forward contract amounts and the value of the portfolio securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date on which the forward contract is entered into and the date on which it matures. Therefore, no assurance may be given that any such currency hedging techniques will be successful.

Suspension of Trading

Each securities exchange has the right to suspend or limit trading in all securities which it lists. Such a suspension would render it impossible for the Fund to liquidate positions and, accordingly, expose the Fund to losses and delays in its ability to redeem Units.

Taxation Risks

Investment in the Fund may entail various tax consequences for various investors depending on each investor's particular circumstances. Investors are strongly advised to consult regularly with their tax advisors with respect to the consequences of purchasing and possessing Units in the Fund. The foregoing list of risk factors does not purport to be a complete explanation of the risks involved in investing in the Fund. Potential investors should read this entire Prospectus before determining whether to invest in the Fund and consult with their own financial and tax advisers. Potential investors should also be aware that, if they decide to purchase Units, they will have no role in the management of the Fund and will be required to rely on the expertise of the Manager in dealing with the foregoing (and other) risks on a day-to-day basis. In the event of the failure of the Fund, the investors are not protected by any statutory or other compensation scheme or arrangement.

28. Money Laundering Precaution Procedures

The Fund, the Manager and the Fund Administrator shall at all times abide by the Prevention and Suppression of Money Laundering Activities Law of 2007 (Law No. 188(I)/2007) as this may, from time to time be amended, replaced, expanded or re-enacted and any guidance notes or regulations issued pursuant to Law No. 188(I)/2007 by the Cyprus Securities and Exchange Commission and any regulations and/or guidance or directives issued by a supervisory authority that may be applicable to the Fund. Any applicants for subscription for Units must comply with the measures adopted by the Fund for the prevention of money laundering. Measures aimed towards the prevention of money laundering require the verification by Emergo Wealth Ltd. of the identity of each applicant for subscription for up to the ultimate beneficial owner and the source of funds.

As a general guideline the following documents are required to be produced:

- a. In event that the applicant is an individual applying individually or jointly (for joint applicants please provide all relevant documents for each individual):
 - i. Proof of Identity - A certified copy of the passport or Identity Card;
 - ii. Proof of residential address - A recent utility bill or bank statement or other proof of permanent residential address (dated in last three months).
- b. In event that the applicant is a legal/corporate entity the following documents are required:
 - i. A certified copy of the certificate of establishment;

- ii. A certified copy of the certificate of registered office;
- iii. A certified copy of a certificate indicating the directors or other acceptable list of directors;
- iv. A certified copy of a certificate indicating the shareholders or other acceptable list of directors and shareholders;
- v. A certified copy of a certificate of incumbency;
- vi. Identification, as described above for individual applicants, for individuals who are beneficial owners of corporate shareholders holding 10% or more of the share capital.

The details given above are by way of example only and Emergo Wealth Ltd. may request such other information and documentation as it considers 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 Fund, Emergo Wealth Ltd. or any person acting on its behalf, may refuse to accept the application and the consideration for subscription or may refuse to process a redemption request until proper information has been provided.

The Fund or any person acting on its behalf, also reserves the right to refuse to make any redemption payment or other distribution to a Unit-holder holding Units if there is a suspicion or the Fund is advised that the payment of any redemption or other distribution to such Unit-holder might result in a breach or violation of any applicable prevention of money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Fund or any person acting on its behalf with any such laws or regulations in any relevant jurisdiction. Investors should note specifically that where redemption proceeds are requested to be remitted to an account which is not in the name of the applicant, the Fund reserves the right to request such information as may be reasonably necessary in order to verify the identity of the investor and the owner of the account to which the redemption proceeds will be paid. The redemption proceeds will not be paid to a third party account if the investor and/or owner of the account fails to provide such information. Each applicant for Units acknowledges that the Fund or any person acting on its behalf shall be held harmless against any loss arising as a result of a failure to process his application for subscription for Units or redemption request if such information and documentation as has been requested has not been provided by the applicant.

29. Taxation

The Fund shall be resident of the Republic of Cyprus for taxation purposes and shall be taxed accordingly. The taxation of capital gains of the holder of Units shall be subject to the laws and practices of the Republic of Cyprus as well as the laws and practices applicable in the jurisdiction where the investor is subject to tax. It is the responsibility of any person interested in investing in Units to obtain information and advice on the tax consequences of such investment in the Fund, the operations of the Fund as well as any foreign exchange or other fiscal restrictions which might be relevant to their particular circumstances. Further, prospective investors are advised to consult their professional advisors as regards any taxation aspects and consequences applicable to the subscription, the holding and the redemption of Units under the laws of the jurisdiction where they are subject to taxation. The general observations on taxation set-out below are based on advice received regarding the law and practice at the date of the Prospectus.

Corporate Tax

Corporate tax for Cyprus resident companies is currently imposed at the rate of twelve and a half percent (12.5%) for each year of assessment upon the taxable income derived from sources both within and outside Cyprus. In arriving at the taxable income, deductions on such income and exemptions must be taken into account. All relevant expenses for the production of that income are deductible expenses whereas dividends, capital gains or profit from the sale of securities (including Units and units) constitute tax exempt income. Expenses that directly or indirectly relate to tax exempt income are not tax deductible. Any trading losses that may arise in a Cyprus Fund can be set off against future profits for a period of five years.

Capital Gains

With the exception of gains from the disposal of immovable property situated in Cyprus including gains from the disposal of Units in companies which hold such immovable property in Cyprus will incur a capital gains tax at the rate of 20%, other capital gains are not subject to tax under Cyprus Income Tax laws. Under Capital Gains tax laws, tax is imposed only on profits derived from the disposition of either immovable property situated in Cyprus or Units in companies owning immovable property in Cyprus (with the exception of Units in listed companies) at the flat rate of twenty percent (20%). Profits realized by the disposal of securities (including Units and units) are also tax exempt.

Dividend Income

Dividends received by a Fund resident in Cyprus from a foreign Fund are exempt from income tax. Dividends are also exempt from the levy of the Special Defense Contribution tax if the dividend paying Fund derives fifty percent (50%) or more of its income directly or indirectly from activities which lead to active trading income ("active versus passive test") or the foreign tax burden on the profits to be distributed as a dividend is not substantially lower than the Cypriot corporate income tax rate (i.e. a rate of at least six point twenty five percent (6.25%)) on the level of the dividend paying Fund ("effective tax test"). If both of the above conditions are not satisfied, dividends will be subject to Special Defense Contribution tax in Cyprus at a rate of twenty percent (20%).

Interest Income

Interest income accruing or arising will be considered to be closely connected to the ordinary activities of the Fund. Under the legislation, interest income derived by a collective investment scheme is considered to be "active" interest income. Active interest income will be taxed as trading income under the corporation tax at twelve and a half percent (12.5%) with any expenses incurred in its production allowed as a tax deduction.

Definition of "Securities"

According to the Cyprus Income Tax Law, profits from the sale of securities are exempt from taxation in Cyprus. The term "Securities" includes among others Units in companies, bonds, debentures, founder's Units and other securities of companies or other legal persons, incorporated under the Laws of Cyprus or abroad and options thereon, as well as short positions on titles, futures, forwards, swaps, depository receipts on titles, rights of claim on bonds and debentures, repurchase agreements on titles, s in companies and units in open-end or closed-end collective investment schemes.

Deemed Dividend Distribution Rules

In relation to dividend distributions from Cypriot funds to Cypriot tax resident Unit-holders, it should be noted that any profits attributable to Unit-holders (companies or individuals) who are Cyprus tax residents are subject to the deemed dividend distribution rules. These rules provide that if a Fund, which does not distribute at least 70 per cent of its accounting profits after tax, as defined by the relevant law, within two years after the end of the tax year to which the profits relate, will be deemed to have distributed as a dividend 70 per cent of such profits. Special Defense Contribution tax at a rate of three (3) per cent will be imposed at the end of the two years on the amount deemed to be distributed to tax residents of Cyprus. The deemed dividend distribution provisions do not apply to profits attributable to non-Cyprus tax resident Unit-holders.

Liquidation

On liquidation of the fund, the proceeds will be subject to Special Defense Contribution tax at three percent (3%) for the proportion attributable to Cyprus tax-resident Unit-holders. The proportion attributable to the non-resident Unit-holders will be exempt from any tax.

Redemption of Units

Redemptions of units in a collective investment scheme do not constitute deemed dividend distribution for the purposes of the Special Contribution for the Defense of the Republic Law (that is imposed only on Cyprus tax residents). Therefore, redemption of units in the Fund will not trigger any tax liability in the hands of the unit holder.

30. Winding Up

The Fund may be wound up following a relevant decision of Emergo Wealth Ltd subject to the relevant AIF Law provisions. Such decision shall be made at the absolute discretion of Emergo Wealth Ltd. The dissolution of the Fund, is followed by its liquidation, which ends up to the distribution of its assets, under the responsibility of its liquidator. Emergo Wealth Ltd. is appointed as liquidator, unless the dissolution is due to dissolution, resignation, liquidation or revocation of authorisation of Emergo Wealth Ltd. Fund, in this case the liquidator is appointed by the Depositary. Where the dissolution of the Fund is due to dissolution, resignation, liquidation or revocation of authorisation of the Depositary of the Fund, the liquidator is appointed by CySEC by its decision. In case the liquidator does not exercise its duties diligently, CySEC may appoint a replacement of the liquidator upon request of any person that has a legitimate interest therein. It is provided that the liquidator shall not delegate its duties regarding liquidation to a third party.

In case of liquidation of the Fund, the NAV for each sub-fund is calculated and the proceeds will be distributed to the Unit-holders of each sub-fund accordingly on a pro-rata basis.

Revocation of Fund Authorisation

The CySEC may, following a decision, revoke the operating license of the Fund or any of its sub-funds in the following cases:

- a) It is found that the license had been issued based on false or misleading or in any other irregular manner; or
- b) The Fund was not able to raise the minimum amount of assets as per section 15 of this Information Memorandum; or
- c) The Fund was not able to raise the minimum amount of assets as per section 15 of this Information Memorandum within the timeframe provided for in section 15 of this Information Memorandum.

Furthermore, the CySEC may revoke the license of the Fund where:

- a) The External Manager does not comply with the terms of the operating license of the Fund or from its own obligations as those derive from the AIF Law; or
- b) A condition or conditions required or which have been taken into consideration by CySEC for the approval of the Fund is or are not met; or

In case any of the aforementioned (a) and (b) occurs, the CySEC may give the External Manager a timeframe within which the External Manager must comply and where the External Manager fails to do so, the CySEC may, following a decision, revoke the operating license of the Fund.

Where the CySEC, following a decision, revokes the operating license of a Fund, it will notify the relevant competent authorities in the member states in which the Fund's units are marketed in of its decision.

Upon CySEC notifying the External Manager of its decision, the Fund is wound up and dissolved in accordance with section 25 of this Information Memorandum.

31. Material Contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by Emergo Wealth Ltd on behalf of the Fund and are or may be material:

- a. Administration Agreement
- b. Depositary Agreement

The main provisions of the Administration and Depositary Agreements are as follows:

Depositary Agreement

Pursuant to the Depositary Agreement between the Manager and the Depositary the Fund appointed the Depositary as depositary of all the securities owned or to be acquired by the Fund and to perform the duties of depositary and the Depositary confirmed its acceptance of such appointment and of the attendant responsibilities.

Administration Agreement

Pursuant to the Administration Agreement between the Manager and the Administrator, the Manager appointed the Administrator as administrator to execute administrative tasks according to the terms of the agreement. Among others the duties of the Administrator include:

- i being responsible for maintaining the Register by recording, where applicable, all issuances, transfers, conversions, allotment, redemptions or purchase of Management or Units;
- ii performing on behalf of the Fund, the necessary due diligence checks to Investors subscribing to Units in the Fund;
- iii calculating on each Valuation Day the Net Asset Value per Unit in accordance with the Valuation procedures stated in the Fund's Prospectus and Rules as well as Information supplied by the Fund, the staff of the Manager responsible for the management of the Fund the Prime Broker, the Depositary and any Professional Firm appointed by the Fund to value a specific asset which is not listed security and whose value is not readily available;
- iv performing reconciliation of the Fund's opening and closing positions as provided by the Depositary, with the transactions list received by the Fund's Prime Broker, identifying and eliminating any discrepancies in order to perform the Net Asset Value Calculation accurately; arranging for the issue, transfer, allotment, conversion, redemption and/or purchase of Units or Units in the Firm, in accordance with Fund's Prospectus and Rules and in accordance with the instruction of the Fund;
- v making the necessary entries into the Register of all such issues, allotments, transfers, conversions, redemptions and/or purchases of Units; communicating with investors in respect of the value of their Units on each Valuation Date, or as otherwise requested by the Fund, but at least as frequently as provided for in the Law, and on each Subscription or Redemption Date; keeping the accounts of the Fund and such financial books and records as are required by Law;
- vi providing the Fund's appointed auditor with all the necessary information and assistance to perform the annual statutory audit of the Fund's financial statements; being responsible to report to the CySEC or any other Authority in the Republic of Cyprus or any other Authority in a jurisdiction the Fund is subject to supervision and/or authorization, the statutory reports in respect of the Fund;
- vii generally performing all the duties usually performed by administrators, registrars and valuation agents of companies including the keeping of all records, the dispatch of notices, the circulation of Valuation reports and other Fund Information to the Investors, the CySEC and to the staff of Emergo Wealth Ltd. responsible for the management of the Fund, and the safe keeping of the Seal of the Fund and any Unit Certificates entrusted to the Firm by the Investors etc.

32. Disclosures to investors

I. Procedures by which the Fund may change its investment strategy or investment policy or both.

The Fund may temporarily depart from its investment policy in response to the Manager's perception of extraordinary market, political or similar conditions. During these periods and for as long as the Manager deems it necessary, a Fund may increase its holdings of cash and cash equivalents. In doing so, the Fund may succeed in avoiding losses, but may otherwise fail to achieve its investment objective.

II. Legal description of the contractual relationship entered into for the purpose of investment

The agreement between Unit-holders and the Company for the acquisition of units under the Placing Programme is governed by Cyprus law and, by purchasing units, Unit-holders agree that the courts of Cyprus have exclusive jurisdiction to settle any disputes. All communications in connection with the purchase of Units will be in English.

III. Professional liability risk

The Fund is managed by Emergo Wealth Ltd, a Cyprus Investment Firm, registered with the Cyprus Securities and Exchange Commission under the provisions of the applicable legislation (Law 144 (I) of 2007 as replaced by L87(I)/2017), (License Number 232/14). Emergo Wealth Ltd. maintains the required levels of own funds and has a capital ratio within the limits required in order to manage an Alternative Investment Fund.

In order to cover potential professional liability risks resulting from activities the Manager may carry out pursuant to the AIFM Law, the following shall apply:

- a. The Manager shall not be under any liability for any failure to perform any of their obligations hereunder due to any cause whatsoever of any nature or kind beyond their reasonable control.
- b. The Manager, its Affiliates, unit-holders, officers, directors, employees, agents and subcontractors (hereinafter the "Indemnified Parties") shall be under no liability to the Fund for any loss, damage, delay or expense of whatsoever nature and howsoever arising in the course of performance of the services unless the same results from the fraud, bad faith, willful misfeasance, reckless disregard or negligence on the part of the Manager or its Affiliates, officers, directors, employees agents and subcontractors employed by it in the performance or non-performance of its obligations and duties as described in this prospectus.
- c. The Manager and the Indemnified Parties shall be indemnified and held harmless from the Fund's assets, against all actions, proceedings, liabilities and claims whatsoever that may be suffered or incurred by the Manager and each of the Indemnified Parties in connection with the performance of the services as described in this Prospectus except to the extent that they arise from the fraud, negligence, willful misfeasance or bad faith of the Manager or the reckless disregard by the Manager of its obligations under this Prospectus or loss suffered by unit-holders as a result of the Manager's improper performance of its obligations under the AIF Law. Accordingly, any liability owed or indemnity payable to the Manager pursuant to this Prospectus shall be limited to the assets and liabilities of the Fund.
- d. The Manager and each of the Indemnified Parties shall not be liable for, and shall be indemnified and held harmless from the Fund's assets against any costs and liabilities (including without limitation, reasonable attorneys' fees and disbursements) they may incur as a result of any actions, proceedings, claims, demands or liabilities against any of the them arising out of an investment decision or other action

taken or omitted by them in a good faith exercise of their powers hereunder or in the provision of the services, unless such a claim arose out of such parties fraud, bad faith, willful misconduct or gross negligence and unless otherwise provided in this Prospectus.

- e. To the fullest extent permitted by Law, the Indemnified Parties shall not be liable to the Fund or to any of its unit-holders for:
 - a. any act or omission taken or suffered by such Indemnified Party in connection with the conduct of the affairs of the Fund or the matters contemplated herein, unless such act or omission resulted from fraud, bad faith, willful misconduct, the commission of a crime, a material uncured breach of this Prospectus, a breach of fiduciary duty or gross negligence by such Indemnified Party, or
 - b. any negligence, dishonesty or bad faith of any broker or other agent of the Fund.
- f. To the extent that, at law or in equity, the Manager has duties to the Fund or to any of its unit-holders (including fiduciary duties) and liabilities relating thereto, the Manager acting under the provisions of the Rules of the Fund shall not be liable to the Fund or to any such unit-holders for its reasonable good faith reliance on the provisions of this Prospectus.
- g. The Manager may consult with legal counsel and accountants selected by it and any act or omission suffered or taken by it on behalf of the Fund or in furtherance of the interests of the Fund in good faith in reliance upon and in accordance with the advice of such counsellor accountants shall be full justification for any such act or omission, and the Manager shall be fully protected and held harmless in so acting or omitting to act.
- h. To the fullest extent permitted by law, the Indemnified Parties shall be indemnified and held harmless from the Fund's assets from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Fund, or the performance by such Indemnified Party of any of the Manager's responsibilities hereunder or otherwise in connection with the matters contemplated herein or therein; provided that:
 - (a) an Indemnified Party shall be entitled to indemnification hereunder only to the extent that:
 - (A) such Indemnified Party's conduct did not constitute fraud, bad faith, willful misconduct, the commission of a crime or a material uncured breach of the Rules of the Fund;
 - (B) such Indemnified Party acted in good faith and, as to matters on behalf of the Fund, in a manner reasonably believed to be in and, as to other matters, in a manner reasonably believed to be not opposed to, the best interests of the Fund, and
 - (b) an Indemnified Party shall be entitled to indemnification hereunder with respect to criminal proceedings only if such Indemnified Party did not have reasonable cause to believe that such action was unlawful. The termination of any proceeding by settlement, judgment, or order, shall not, of itself, create a presumption that such Indemnified Party's conduct constituted fraud, bad faith, recklessness, willful misconduct or gross negligence, so long as such settlement, judgment, or order does not establish fraud, bad faith, willful misconduct or gross negligence on the part of the Indemnified Party. The satisfaction of any indemnification and any holding harmless pursuant to this paragraph shall be from and limited to the Fund's assets, and neither the Fund nor any unit-holder shall have any personal liability on account thereof (save in the case of the unit-holder the amount of its Total Subscription Value).
- i. Expenses incurred by an Indemnified Party in defense or settlement of any claim that shall be subject to a right of indemnification hereunder may be advanced by the Fund upon receipt of a written undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder. No advances shall be made by the Fund under this paragraph without the prior written approval of the Manager.
- j. The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.
- k. Any person entitled to indemnification from the Fund's assets hereunder shall first seek recovery under any other indemnity or any insurance policies by which such person is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage on a timely basis, as the case may be, and, if such person is other than the Manager, such person shall obtain the written consent of the Manager prior to entering into any compromise or settlement which would result in an obligation to indemnify such person from the Fund's assets.

Neither the Company nor the Manager shall be under any liability for any failure to perform any of their obligations hereunder due to any cause whatsoever of any nature or kind beyond their reasonable control.

IV. Fair treatment of investors

The Manager shall ensure that:

- (a) No investor may obtain preferential treatment that has an overall material disadvantage to other investors.
- (b) The fair treatment of investors remains a crucial part of the business philosophy of the Manager.

The Manager will treat all the Unit-holders of the Fund fairly. The principles of treating investors fairly include, but are not limited to:

- acting in the best interests of the Fund and of the Unit-holders;
- ensuring that the investment decisions taken for the account of the Fund are executed in accordance with the Fund's investment policy and objective and risk profile;
- ensuring that the interests of any group of Unit-holders are not placed above the interests of any other group of Unit-holders;
- ensuring that fair, correct and transparent pricing models and valuation systems are used for the Fund;
- preventing undue costs being charged to the Fund and Unit-holders;
- taking all reasonable steps to avoid conflicts of interests and, when they cannot be avoided, identifying, managing, monitoring and, where applicable, disclosing those conflicts of interest to prevent them from adversely affecting the interests of Unit-holders; and
- recognising and dealing with complaints fairly.

Emergo Wealth Ltd. maintains and operates organisational, procedural and administrative arrangements and implements policies and procedures designed to manage actual and potential conflicts of interest.

V. Prime Broker

The Fund does not currently have a Prime Broker

VI. Periodic disclosure items

The Manager shall disclose to investors:

- a. the percentage of the AIF's assets which are subject to special arrangements arising from their illiquid nature;
- b. any new arrangements for managing the liquidity of the AIF;
- c. the current risk profile of the AIF and the risk management systems employed by the Manager to manage those risks.

These items will be communicated to investors in the Fund's annual report and accounts, which, once published will be found on Emergo Wealth Ltd. website: www.emergowealth.net

33. Miscellaneous

The Fund is not and has not since its establishment engaged in any litigation or arbitration and Emergo Wealth Ltd. is not aware of legal or arbitration proceedings or claims pending or threatened against the Fund. The Fund at this date has no employees and does not plan to hire any permanent employees.

34. Documents Available for Inspection

Copies of the following documents shall be available at the offices of Emergo Wealth Limited, 12, Demostheni Severi Avenue, 5th Floor, 1080, Nicosia, Cyprus during normal business hours (Saturday, Sunday and public holidays excluded):

- a. The Memorandum and Rules of the Fund;
- b. The latest audited annual financial accounts of the Fund;
- c. Material contracts referred to in paragraph 30.

35. Annual General Meeting

The Fund is required to hold an annual general meeting in each year.

36. Complaints

Any complaint should be made in writing and referred to Emergo Wealth Ltd. at the Fund's Registered Office.

37. Applicable Law

The terms and conditions of this Prospectus and any agreement entered in connection therewith shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

38. Contact Information

Manager and Administrator of the Fund	Emergo Wealth Ltd
Registered Office (and Mailing Address):	12, Demosthenis Severis Avenue, 5 th Floor, 1080, Nicosia, Cyprus
Website(s):	www.emergowealth.net / http://lifegoals.eu
Telephone:	+357 22 449122
Facsimile:	+357 22 780589
E-Mail:	info@emergowealth.net

Appendix I – LifeGoals Common Fund AIF Offer for Subscription Form

Please choose the applicable sub-fund			
LifeGoals – Conservative (LGC)		LifeGoals– Growth (LGG)	
LifeGoals – Balanced (LGB)		LifeGoals– Fixed Income Savings (LGIS)	
LifeGoals – Dynamic (LGD)		LifeGoals – Bank Savings (LGS)	

SUBSCRIPTION FORM

THE CONTENT OF THE PROSPECTUS SHOULD NOT BE CONSIDERED AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING INVESTMENT DECISIONS, THE ADDRESSEES MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISK INVOLVED. THE CYPRUS SECURITIES AND EXCHANGE COMMISSION HAS APPROVED THE CONTENT OF THE PROSPECTUS ONLY AS REGARDS TO MEETING THE INFORMATION REQUIREMENTS TOWARDS THE INVESTORS AS DEFINED IN THE ALTERNATIVE INVESTMENT FUNDS LAW. THE APPROVAL OF THE PROSPECTUS DOES NOT IMPLY A RECOMMENDATION TO INVESTORS FOR INVESTMENT IN THE FUND. BEFORE MAKING A DECISION FOR INVESTING, INVESTORS ARE ENCOURAGED TO SEEK ADVICE FROM THEIR FINANCIAL ADVISOR AND/OR ANY OTHER PROFESSIONAL ADVISOR THEY MAY WISH.

You are advised not to complete and lodge this Subscription Form until you have read the Fund’s full Prospectus (hereinafter referred to as the “Prospectus”) dated 5 October 2015, as updated from time to time, which has been provided to you.

This offer for subscription relates to the offering of Units (hereinafter referred to as the “Units”) in **LifeGoals Common Fund AIF indicated above** (hereinafter referred to as the “Fund”), an investment compartment of the LifeGoals Common Fund AIF recognised to operate as a common fund and authorised by the CySEC under the AIF Law described in detail in the Prospectus.

INVESTMENT PROCEDURE INSTRUCTIONS

In order to apply for Units in the Fund, you will need to take the following steps:

1. Ensure that you have carefully studied and understood the Fund’s Prospectus and this offer for subscription application form (the “Subscription Form”), as they may be amended from time to time.
2. Complete and execute this Subscription Form by signing and dating it and ensure that the signature is verified.
3. Send the Subscription Form and the Schedules attached to it, together with any required documents, by facsimile or electronic mail to the Manager¹ of the Fund. The originals must immediately be sent by registered mail.
4. Completed Subscription Forms must be sent so as to arrive at the Manager’s office no later than three (3) business days before the relevant Subscription Date.
5. Ensure that payment of the subscription monies is to be made in cash, that it shall be made as provided herein and in accordance with Schedule A (Payment Instructions). If subscription shall be paid in kind, please ensure that you shall be able to proceed with the procedures mentioned in paragraph 6.a.ii under the section “Terms and Conditions” below.

INVESTOR INFORMATION			
INDIVIDUAL			
Full Name		Nationality	
Identity/Passport No.		Date of Birth	
Residential Address		Post code	
Email address		Telephone	
Employment status	Employer		
	Industry		
	Address		
LEGAL ENTITY			
Registered Name		Place of incorporation	
Registration Number		Post code	
Registered Office Address		Fax	
Correspondence Address		Telephone	
Email Address			
OFFER FOR SUBSCRIPTION IN UNITS OF THE FUND			
I/We offer to subscribe for such number of Units of the Fund for which this application is accepted at the price of €1.00 per unit if this application is made in the Initial Offering Period or at the Net Asset Value (NAV) per Unit on the applicable Valuation Day if the application is made after the Initial Offering Period on the terms and subject to the conditions attached to this application.			
Please mark complete where applicable			
I/we choose to pay the consideration in cash and for this purpose I/we commit to make a bank transfer to the account of the Fund, no later than three days prior of the relevant Subscription Date, for the amount payable		Amount (€)	
I/we choose to pay the consideration in kind and for this purpose I commit, upon acceptance of this application, to transfer to the Fund and I have attached my portfolio statement, indicating the titles of the securities and number of units that will be transferred to the Fund.			
DECLARATION			
<ul style="list-style-type: none"> ▪ I/we have received, studied, understood and agreed to the Prospectus and Rules of the Fund as well as the Prospectus of the Fund the content of which I/we accept, including, without limitation those sections of the Prospectus relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in Units including seeking independent financial advice. ▪ I/we fully understand and accept that after examination of this Subscription Form and all the relevant documentation, the Manager of the Fund may decide to accept or reject this application in whole or in part and that I/we will be informed accordingly mentioned in paragraphs 4 and 5 under the section "Terms and Conditions" below. ▪ I/we fully understand and accept that by submitting this Subscription Form I/we make an offer to the Fund to enter into a legally binding contract and that by the acceptance of the application by the Fund such contract shall be created. ▪ I/we confirm that the information contained herein is true and correct. ▪ I/we confirm that the subscription monies have not been obtained by any illegal activity. ▪ I/we confirm that the Fund (or any duly authorised affiliate), may contact my/our bankers and/or others in order to fulfill the various legal requirements. ▪ I/we confirm that I shall make the appropriate taxation declarations and, where appropriate, seek advice from my/our own tax consultant. ▪ I/we confirm that I/we attach the information required by me/us in accordance with the requirements set out in Schedule B. ▪ I/we hereby confirm that I/we are Retail/Well-Informed/Professional Investor(s) (delete accordingly) and I/we are aware of the risks related with the proposed investment. 			

An investment in LifeGoals Common Fund AIF entails risk and is appropriate only if you have the capacity to absorb a loss of some or all of your investment. Prior to investing in the Fund, you should read the Prospectus of the Fund and in particular the risk disclosures set out in the "Risk Factors" section of the Prospectus and you should consult with your own professional advisors to assess the risk factors, tax, legal and other aspects of making such an investment.

BASIS OF ACCEPTANCE

The application list for the Units being offered for subscription in the Initial Subscription Period will be open on 15 October 2015 and will close on 20 November 2015. Subsequent subscriptions for Units will be possible on the first business day of the calendar month. Only persons who received the Prospectus and this Offer for Subscription and the relevant Subscription Form directly from the Fund and/or Emergo Wealth Ltd may apply.

ELECTRONIC SIGNATURE

The Manager recognizes electronic signatures as these are defined in the “Application of EU Regulation 910/2014 regarding Electronic identification and trust services for electronic transaction in the internal market Law of 2018” (Law 55(I)/2018) as amended from time to time, which enforced EU Regulation 910/2014 on electronic identification and trust services for electronic transaction in the internal market and repealing Directive 1999/93/EC.

Full Name(s)	Signature(s)	Date
Full Name(s)	Signature(s)	Date

FOR OFFICIAL USE ONLY	Verification of signature	
	Approved by	

SCHEDULE A: PAYMENT INSTRUCTIONS			
LifeGoals - Growth (LGG)			
Beneficiary	LIFEGOALS - GROWTH		
Credit Institution Name	BANK OF CYPRUS PUBLIC COMPANY LTD	Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
LifeGoals - Balanced (LGB)			
Beneficiary	LIFEGOALS - BALANCED		
Credit Institution Name		Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
LifeGoals - Conservative (LGC)			
Beneficiary	LIFEGOALS - CONSERVATIVE		
Credit Institution Name	BANK OF CYPRUS PUBLIC COMPANY LTD	Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
LifeGoals - Dynamic (LGD)			
Beneficiary	LIFEGOALS - DYNAMIC		
Credit Institution Name	BANK OF CYPRUS PUBLIC COMPANY LTD	Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
LifeGoals - International Savings (LGIS)			
Beneficiary	LIFEGOALS – FIXED INCOME SAVINGS		
Credit Institution Name	BANK OF CYPRUS PUBLIC COMPANY LTD	Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
LifeGoals - Savings (LGS)			
Beneficiary	LIFEGOALS – BANK SAVINGS		
Credit Institution Name	BANK OF CYPRUS PUBLIC COMPANY LTD	Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Subscription
As a rule, redemptions will normally be made to the above account. However, payment may be made to an alternative account, if such account is in the name of the registered unitholder. In all cases, the name of the account must match the name of the unitholders.			

SCHEDULE B: ANTI-MONEY LAUNDERING REQUIREMENTS			
INDIVIDUAL			
I / We being Individual applicants enclose the following certified ² documents:			
i	Copy of valid passport or identity card	<input type="checkbox"/>	<input type="checkbox"/>
ii	Recent utility bill, bank statement or other proof of permanent residential address (issued within the last six months)	<input type="checkbox"/>	
CORPORATE/LEGAL ENTITIES			
I / We, being a Corporate / Legal Entity applicant, we enclose the following certified ³ documents			
i	Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
ii	Prospectus and Rules (and all amendments) or equivalent	<input type="checkbox"/>	
iii	Certificates of Directors, shareholders (or other acceptable list of Directors and shareholders)	<input type="checkbox"/>	
iv	Resolution authorizing the relevant subscriptions (which includes the names of the authorised signatories)	<input type="checkbox"/>	<input type="checkbox"/>
v	Incumbency Certificate	<input type="checkbox"/>	<input type="checkbox"/>
vi	Identification, as described above for individual applicants, for individuals who are beneficial owners of corporate Unit-holders holding 10% or more of the share capital	<input type="checkbox"/>	

Before completing this form please read the notes and the terms and conditions contained below.

Appendix II – LifeGoals Common Fund AIF Redemption Request Form

LifeGoals Common Fund AIF (hereinafter referred to as the “Fund”) is established in the form of a common fund, in the Republic of Cyprus pursuant to the decision taken by the Cyprus Securities and Exchange Commission (CySEC) on 5 October 2015 (Reg. AIF04/2014).

This offer for redemption relates to the redemption of Units (hereinafter referred to as the “Units”) in the Fund. The Fund in an alternative investment fund authorised under the AIF Law, as described in detail in the Fund’s Prospectus dated 5 October 2015 (hereinafter referred to as the “Prospectus”), as updated from time to time. You are advised not to complete and lodge this request for redemption form until you have read the Fund’s full Prospectus dated 5 October 2015 which has been provided to you.

REDEMPTION PROCEDURE INSTRUCTIONS

In order to apply for redemption of Units in the Fund, you will need to take the following steps:

1. Ensure that you have carefully studied and understood the Fund’s Prospectus and this offer for redemption application form (the “Request Form”), as they may be amended from time to time.
2. Complete and execute this Application Form by signing and dating it and ensure that the signature is verified.
3. Send the Application Form together with any required documents, by fax or electronic mail to the Manager of the Fund. The originals must immediately be sent by registered mail.

BASIS OF ACCEPTANCE

Redemptions will be allowed on a weekly basis (on the last business day of the calendar week) with a final notice to be received until 12 pm Cyprus time (GMT +2) on the relevant Redemption Date. Only persons who received the Prospectus and this Offer for Redemption and the relevant application form directly from the Fund and/or Emergo Wealth Ltd may apply.

Please return this application, together with all relevant documentation specified herein to Emergo Wealth Ltd., to the following address:

EMERGO WEALTH LIMITED
P.O. BOX 25193
1307 Nicosia, Cyprus

After examination of the Application Form and all relevant documentation by the Manager of the Fund, you will be notified whether the Fund will accept or reject your request. Before completing this form please read the notes set out below and the terms and conditions contained above. Requests should be made only in writing using this Request Form duly completed and should be sent by fax or electronic mail and original to follow by registered mail to the address shown above no later than three (3) Business Days before the relevant Redemption Date. The Fund reserves the right to reject any application for redemption.

ELECTRONIC SIGNATURE

The Manager recognizes electronic signatures as these are defined in the “Application of EU Regulation 910/2014 regarding Electronic identification and trust services for electronic transaction in the internal market Law of 2018” (Law 55(I)/2018) as amended from time to time, which enforced EU Regulation 910/2014 on electronic identification and trust services for electronic transaction in the internal market and repealing Directive 1999/93/EC.

Please choose the applicable sub-fund			
LifeGoals – Conservative (LGC)		LifeGoals – Growth (LGG)	
LifeGoals – Balanced (LGB)		LifeGoals – International Savings (LGIS)	
LifeGoals – Dynamic (LGD)		LifeGoals – Savings (LGS)	
LifeGoals – Fixed Income (LGF)			
INVESTOR INFORMATION			
INDIVIDUAL			
Full Name		Nationality	
Identity/Passport No.		Date of Birth	
Residential Address		Post code	
Email address		Telephone	
Employment status	Employer		
	Industry		
	Address		
LEGAL ENTITY			

Registered Name		Place of incorporation	
Registration Number		Post code	
Registered Office Address		Fax	
Correspondence Address		Telephone	
Email Address			
REDEMPTION REQUEST FORM			
I, the undersigned, Participating unitholder hereby request redemption of _____ units as of the next Redemption Date under the terms and conditions set forth in "Terms and Conditions" detailed in Prospectus of the Fund.			
I represent and warrant that I am the sole registered holder and beneficial owner of the Units, free and clear of any and all liens, pledges, restrictions, options, rights of first refusal, encumbrances, charges, proxies, powers of attorney, agreements or claims of any kind whatsoever and that the undersigned has the legal right, power and authority to redeem the Units.			
Please mark where applicable			
I attach the participation certificate relating to such Units			
I do not attach any participation certificate relating to the Units due to fact that the relevant unit certificate is retained by the Fund			
I agree and undertake that I shall produce such other evidence of my title or other documents as the Manager of the Fund may at its absolute discretion require in relation to succession or assignment, if applicable. (Initial)			
Delivery of this notice may be by fax or electronic mail, provided the signed original is sent by registered mail to the Fund to arrive at least 30 calendar days prior to the relevant Redemption Date. Words and phrases defined in the Prospectus shall have the same meaning where used in this Redemption Request Form, unless the context otherwise requires.			
Payment Instructions			
In the event that my/our application is accepted, please credit any proceeds from the redemption of units or other distributions to the following account:			
Beneficiary			
Credit Institution Name		Account Number	
IBAN Number			
SWIFT Address/ Bank Code		Reference	Redemption
As a rule, redemptions will normally be made to the above account. However, payment may be made to an alternative account, if such account is in the name of the registered unitholder. In all cases, the name of the account must match the name of the unitholders.			
Details of the unitholders			
Full Name	Signature	Date	
Capacity	Verification of the above signature		

Appendix III – LifeGoals Common Fund AIF Unit Exchange Form

LifeGoals Common Fund AIF (hereinafter referred to as the “Fund”) is established in the form of a common fund, in the Republic of Cyprus pursuant to the decision taken by the Cyprus Securities and Exchange Commission (CySEC) on 5 October 2015 (Reg. AIF04/2014).

You are advised not to complete and lodge this application form until you have read the Fund’s full Prospectus dated 5 October 2015 which has been provided to you.

INVESTOR INFORMATION			
INDIVIDUAL			
Full Name		Nationality	
Identity/Passport No.		Date of Birth	
Residential Address		Post code	
Email address		Telephone	
Employment status	Employer		
	Industry		
	Address		
LEGAL ENTITY			
Registered Name		Place of incorporation	
Registration Number		Post code	
Registered Office Address		Fax	
Correspondence Address		Telephone	
Email Address			

Please complete your fund choice(s) and redemption/investment amount(s) below. Choose the appropriate Fund Code from which you are switching and where it will be switched to. Your fund choice will be derived by the Fund Code that you enter and not the Fund Name.

Enter the amount/percentage that you wish to switch. Fund Manager’s Buy or Sell Charges may apply. Where you are instructing us to switch an amount from a fund with a Fund Manager’s Sell Charge, you authorise us to sell enough of this fund to generate the amount required after those charges.

This form is for fund switches only.

ELECTRONIC SIGNATURE

The Manager recognizes electronic signatures as these are defined in the “Application of EU Regulation 910/2014 regarding Electronic identification and trust services for electronic transaction in the internal market Law of 2018” (Law 55(I)/2018) as amended from time to time, which enforced EU Regulation 910/2014 on electronic identification and trust services for electronic transaction in the internal market and repealing Directive 1999/93/EC.

Before completing this form please read the notes and the terms and conditions contained above.

If you have any questions about which fund(s) may suit your particular circumstances, please contact your financial adviser.

Subject to the terms and conditions relating to subscriptions and redemptions outlined below

The following generally applies to the switching of investments:

- Switching instructions will be processed in two stages; a redemption from the fund being switched out of followed by a subscription into the fund being switched into. The buy/sell spread will generally apply to both stages of the switch.
- The redemption and subscription will be accepted and processed for NAV on the same business day Emergo Wealth receives and accepts the valid instruction.
- The subscription will be processed when funds from the redemption are confirmed and available for investment. Accordingly, there may be a slight timing mismatch between the redemption and subscription.

PARTICIPATION DETAILS					
Fund Name	Fund Code	Switch From			Switch To
		Amount (€)	Number of Units	% Holding ¹	Fund Code
LifeGoals - Conservative	(LGC) <input type="checkbox"/>				(LGC) <input type="checkbox"/>
LifeGoals - Balanced	(LGB) <input type="checkbox"/>				(LGB) <input type="checkbox"/>
LifeGoals - Dynamic	(LGD) <input type="checkbox"/>				(LGD) <input type="checkbox"/>
LifeGoals - Growth	(LGG) <input type="checkbox"/>				(LGG) <input type="checkbox"/>
LifeGoals – Fixed Income Savings	(LGIS) <input type="checkbox"/>				(LGIS) <input type="checkbox"/>
LifeGoals - Bank Savings	(LGS) <input type="checkbox"/>				(LGS) <input type="checkbox"/>

DECLARATION
<ul style="list-style-type: none"> • I/we have received, studied, understood and agreed to the Prospectus and Rules of the Fund as well as the Prospectus of the Fund the content of which I/we accept, including, without limitation those sections of the Prospectus relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in Units including seeking independent financial advice. • I/we fully understand and accept that after examination of this Application Form and all the relevant documentation, the Manager of the Fund may decide to accept or reject this application in whole or in part and that I/we will be informed accordingly mentioned in paragraphs 4 and 5 under the section “Terms and Conditions” below. • I/we fully understand and accept that by submitting this Application Form I/we make an offer to the Fund to enter into a legally binding contract and that by the acceptance of the application by the Fund such contract shall be created. • I/we confirm that the information contained herein is true and correct. • I/we confirm that the subscription monies have not been obtained by any illegal activity. • I/we confirm that the Fund (or any duly authorised affiliate), may contact my/our bankers and/or others in order to fulfill the various legal requirements. • I/we confirm that I shall make the appropriate taxation declarations and, where appropriate, seek advice from my/our own tax consultant. • I/we confirm that I/we attach the information required by me/us in accordance with the requirements set out in Schedule B of Appendix I of this Information Memorandum. • I/we hereby confirm that I/we are Retail/Well-Informed/Professional Investor(s) (delete accordingly) and I/we are aware of the risks related with the proposed investment.

¹ The Manager may, at their discretion, transfer all of the holding of the investor in a fund, if the investor wishes to switch over 80% of their holding to another Fund.

Full Name(s)	Signature(s)	Date
Full Name(s)	Signature(s)	Date

FOR OFFICIAL USE ONLY	Verification of signature	
	Approved by	

This Exchange of Units Form shall be governed and construed by laws of the Republic of Cyprus and Cyprus courts shall have exclusive jurisdiction for any dispute arising out of it or any contract that shall be formed after acceptance of this Application Form by the Fund. For the full terms and conditions governing the Application Form, please consult the Funds Prospectus and Rules, available at the Manager, upon request.

Please return this application, together with all Funding documentation specified above to The Manager at the following address:

**EMERGO WEALTH LIMITED
P.O. BOX 25193
1307 Nicosia, Cyprus**

After examination of the Exchange of units Form and all Funding documentation by the Manager of the Fund, you will be notified whether the Fund will accept or reject your request.

Appendix IV – Terms and Conditions

1. The contract created by the acceptance of the applications contained in Appendixes I to III above, in the manner set out in this document will be conditional on application being received. The Application Forms, once made, are irrevocable.
2. It shall be at the discretion of Emergo Wealth Ltd. to decide whether to accept or reject the Application Form, in whole or in parts, for subscription to the Fund. If Emergo Wealth decides to reject the Application Form, a notification will be sent to the Applicant informing them of such decision. Any subscription monies which have been received shall be returned by wire transfer to the bank specified by the applicant without any interest and less any charges or by registered mail by banker's draft at the applicant's risk, without any interest and less any charges
3. The Manager may change the minimum Redemption amount at its discretion.
 - a. The frequency of Redemptions is specified the relevant Addendum of each Investment Compartment.
 - b. Redemption will ordinarily be effected in cash if and to the extent that the Manager, acting in good faith, determines that there are sufficient liquid assets with which to effect a cash redemption. The cash payment will be made in the Fund's base currency (Euro) within five (5) Business Days of the relevant Redemption Day by wire transfer and (subject to anti-money laundering rules) in accordance with instructions given by the Unit-holder to the Manager and at the Unit-holder's risk and cost.
4. By completing and delivering this Application Form, you as applicant(s):
 - a. authorise the Fund to send a fully paid letter of acceptance and/or definitive unit certificate for the number of Units for which your application is accepted and to deposit any money returnable to the bank account specified in the application form below and to procure that your name is/are placed on the register of members of the Fund in respect of such Units;
 - b. agree that your application may not be revoked and that this paragraph constitutes a collateral contract between you and the Fund which will become binding upon receipt of this application form by the Fund duly completed;
 - c. agree that any applications, acceptances of applications and contracts resulting from the acceptance of applications under this offer for redemption will be governed by and construed in accordance with the laws of the Republic of Cyprus and agree to submit to the jurisdiction of the Cyprus courts and agree that nothing shall limit the right of the Fund to bring an action, suit or proceedings in connection with this offer for redemption in any other jurisdiction;
 - d. warrant that, if you sign the application form on behalf of somebody else or on behalf of a legal entity, you have due authority to do so;
 - e. confirm that in making such application you are not relying on information or representation in relation to the Fund and sponsoring institutions, other than information contained in the Prospectus and you accordingly agree that no person responsible solely or jointly for the Prospectus or any part of such document will have any liability for any such other information or representation;
 - f. agree to promptly provide on demand such information as the Fund or the Manager of the Fund may request in connection with your application;
 - g. agree that the Fund will not treat you as its customer by virtue of your making the application or by virtue of such application being accepted in whole or in part and that the Fund will not owe you any duties or responsibilities concerning the price of the Units or concerning their suitability for you;
 - h. represent and warrant that you are not a person in a jurisdiction in which such an offer or solicitation is not authorized or a person to whom it is unlawful too make such an offer or solicitation;
 - i. undertake and agree not to duplicate or furnish copies of the constitutional documents of the Fund or the Prospectus to persons other than your investment and tax advisors, accountants or legal counsel;
 - j. agree that all of the terms and provisions herein shall be binding upon you and inure to the benefit of you and your respective assigns, successors, trustees and legal representatives;
 - k. agree that this Application Form and any agreement created between you and the Fund pursuant to this Application Form is not transferable or assignable by you and acknowledge and agree that this document contains the entire terms, conditions and agreement between you and the Fund and there are no representations, covenants or other agreements except as stated or referred to herein;
 - l. represent and warrant that you have read, studied, understood and agreed to the Offering Prospectus of the Funds, including without limitation those sections of the Prospectus relating to risks, conflicts of interest and fee structure of the Fund and have evaluated the merits and risks of investing in Units in the Fund.
5. The basis of allocation will be determined by the Manager in consultation with the Administrator of the Fund.
6. All documents and cheques sent by post will be at the risk of the person(s) entitled to such documents and cheques.
7. No person receiving a copy of the Prospectus or an application form, in any jurisdiction other than the Republic of Cyprus may treat the same as constituting an invitation to him, nor should he in any event use such application form unless, in the relevant jurisdiction, such an invitation could lawfully be made to him and such application form could lawfully be used without contravention of any registration or other legal requirements. It is the responsibility of any person outside the Republic of Cyprus wishing to make an application under this offer for redemption to satisfy himself as to full observance of the laws of the relevant jurisdiction in connection with this offer, including obtaining any requisite governmental or other consent or observe any formalities that must be observed in such jurisdiction.
8. Applications from persons who did not receive the Prospectus and this Application Form and the relevant application form directly from the Fund and/ or the Manager of the Fund will not be considered.

9. This Application Form shall be governed and construed by laws of Republic of Cyprus and Cyprus court shall have exclusive jurisdiction for any dispute arising out of it or any contract that shall be formed after acceptance of this Application Form by the Fund.
10. Except as otherwise provided in this Application Form any contract that shall be formed after acceptance of this Application Form by the Fund shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, trustees and legal representatives.
11. Words, terms and expressions defined in the Prospectus shall have the same meaning in this Application Form.

About LifeGoals Common Fund AIF

LifeGoals Funds were built to provide one-stop investment solutions to help our investors achieve their personal life goals, addressing retirement, child education, or simply providing a superior means of saving your hard-earned cash. Our investment philosophy is simple: we use globally diversified, liquid and low-cost, index tracking ETFs, to provide dynamically rebalanced, risk-based investment funds designed to capture the performance of the global market, maximizing asset-class and geographical diversification benefits.

About Emergo Wealth

Emergo Wealth, the Manager of the Fund, is well founded on world-class professional expertise, integrity and transparency. We are 100% committed to one thing: helping our clients achieve their financial goals safely, securely and responsibly. We leverage our team know how, experience and technology expertise to provide investment advisory, investment management and administrative services that enable our clients to rely on turnkey, total solutions to manage and grow their wealth. We are passionate about delivering fully transparent, cost-efficient and risk-appropriate investments to our clients and achieving the market returns for each client risk profile. We don't believe in active management; our financial advisors deliver value through customised access to outstanding investment solutions that are low-fee and tax-efficient, without minimums, hidden fess or long lock-in periods.

End of Document