

# LONGEVC RAIF V.C.I.C. LTD

(THE “COMPANY” OR THE “FUND”)

A private company limited by shares registered and incorporated under the Laws of Cyprus with  
Registration Number HE 416262

## INFORMATION MEMORANDUM

Dated 8<sup>th</sup> April 2021

Competent Authority  
Cyprus Securities and Exchange Commission

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External Manager

7Q Asset Management Limited (License Number: AIFM36/56/2013)

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THE FUND HAS APPOINTED 7Q FINANCIAL SERVICES LTD TO ACT AS ITS DEPOSITARY IN ACCORDANCE WITH SECTION 23 OF THE ALTERNATIVE INVESTMENT FUND MANAGERS LAW OF 2013 (L56(I)/2013) AS AMENDED (“**AIFM LAW**”) AND ARTICLE 26(1) OF THE ALTERNATIVE INVESTMENT FUNDS LAW OF 2018 (L. 124(I)/2018) AS AMENDED (“**AIF LAW**”).

THE FUND HAS BEEN REGISTERED ON 01.03.2021 AS A REGISTERED ALTERNATIVE INVESTMENT FUND (“**RAIF**”) UNDER PART VIII OF THE AIF LAW BY THE CYPRUS SECURITIES AND EXCHANGE COMMISSION (“**CYSEC**”). THE FUND IS NOT AUTHORISED BY THE CYSEC. THE REGISTRATION OF THIS COMPANY WITH THE CYSEC AND ITS ADMISSION TO CYSEC’S REGISTER OF RAIFs IS NOT EQUIVALENT TO AN AUTHORISATION BY CYSEC. THE FUND IS ESTABLISHED IN THE REPUBLIC OF CYPRUS, PURSUANT TO THE PROVISIONS OF THE CYPRUS COMPANIES LAW, CAP 113 AND IS EXCLUSIVELY ADDRESSED TO PROFESSIONAL AND/OR WELL-INFORMED INVESTORS, WITHIN THE MEANING OF THE AIF LAW. AS SUCH, THE FUND IS NOT SUBJECT TO THE PROTECTIVE MEASURES AFFORDED BY APPLICABLE LEGISLATION TO THOSE ALTERNATIVE INVESTMENT FUNDS THAT ARE ADDRESSED TO THE GENERAL PUBLIC.

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# DISCLAIMER

## SUMMARY INFORMATION ON THE FUND

THE FUND IS RESERVED ONLY FOR PROFESSIONAL AND/OR WELL-INFORMED INVESTORS AS THESE ARE DEFINED IN THE AIF LAW, WHICH, ON THE BASIS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, THIS INFORMATION MEMORANDUM, THE SUBSCRIPTION AGREEMENT AND THE ANNUAL AND SEMI-ANNUAL REPORTS OF THE FUND, HAVE MADE THEIR OWN ASSESSMENT OF THE CONDITIONS OF THEIR INVESTMENT IN THE FUND. IT IS THE RESPONSIBILITY OF SUCH INVESTORS, TO DETERMINE WHETHER THE FUND DESCRIBED IN THIS INFORMATION MEMORANDUM IS SUITABLE TO THEIR EXPECTATIONS OF PERFORMANCE AND RISK.

THE FUND HAS THE LEGAL FORM OF A VARIABLE CAPITAL INVESTMENT COMPANY, WITHIN THE AIF LAW AND HAS BEEN REGISTERED BY THE CYSEC TO OPERATE AS A RAIF UNDER PART VIII OF THE SAID LAW. THE FUND SHALL NOT HAVE THE POWER TO ISSUE BEARER SHARES.

**THE MEMORANDUM AND ARTICLES OF ASSOCIATION AND THE LATEST ANNUAL REPORT OF THE FUND ARE AVAILABLE FROM THE REGISTERED OFFICE OF THE FUND AND FROM THE COMPANY'S AGENTS.**

ONLY THOSE PARTICULAR REPRESENTATIONS AND WARRANTIES, IF ANY, WHICH ARE MADE IN THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, AS SUCH REPRESENTATIONS AND WARRANTIES MAY BE FURTHER SPECIFIED IN THIS INFORMATION MEMORANDUM (IF APPLICABLE), AND IN THE SUBSCRIPTION AGREEMENT BETWEEN THE FUND AND A PROSPECTIVE INVESTOR, SHALL HAVE LEGAL EFFECT. SUBSCRIPTIONS FOR INVESTOR SHARES IN THE FUND ARE ONLY EFFECTED ON THE BASIS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, OF THIS INFORMATION MEMORANDUM, OF THE ANNUAL AND SEMI-ANNUAL REPORTS OF THE FUND AND OF THE SUBSCRIPTION AGREEMENT. THE MEMORANDUM AND ARTICLES AND ASSOCIATION OF THE FUND, THIS INFORMATION MEMORANDUM AND THE SUBSCRIPTION AGREEMENT WILL SUPERSEDE AND EXTINGUISH ALL REPRESENTATIONS AND WARRANTIES MADE AT ANY TIME PRIOR TO THE DATE THEREOF.

THIS INFORMATION MEMORANDUM DOES NOT PURPORT TO BE ALL INCLUSIVE OR TO CONTAIN ALL THE INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN EVALUATING THE FUND. THIS INFORMATION MEMORANDUM CONTAINS, TO THE BEST KNOWLEDGE OF THE DIRECTORS OF THE FUND, THE INFORMATION THAT IS REQUIRED BY THE AIFM LAW AND BY THE AIF LAW, IN ORDER FOR A PROSPECTIVE INVESTOR TO MAKE AN INFORMED DECISION WITH REGARD TO AN INVESTMENT IN THE INVESTOR SHARES OF THE FUND. THIS INFORMATION MEMORANDUM HAS BEEN PRODUCED FOR INFORMATION PURPOSES ONLY AND HAS LEGAL EFFECT ONLY TO THE EXTENT EXPLICIT REFERENCE IS MADE IN THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND HERETO. IN CASE OF CONFLICT BETWEEN THE PROVISIONS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND AND THE CONTENTS OF THIS INFORMATION MEMORANDUM, THE FORMER SHALL PREVAIL. PROSPECTIVE INVESTORS SHOULD CONDUCT THEIR OWN INVESTIGATION AND ANALYSIS OF THE BUSINESS, DATA AND PROPERTY DESCRIBED HEREIN, AND SHOULD ALSO

INFORM THEMSELVES ABOUT AND OBSERVE ANY LEGAL AND/OR REGULATORY REQUIREMENTS, WHICH MAY BE APPLICABLE TO THEIR PROPOSED INVESTMENT IN THE FUND. ANY PERSON INTERESTED IN SUBSCRIBING TO INVESTOR SHARES IN THE FUND IS RECOMMENDED TO SEEK ITS OWN LEGAL, REGULATORY, TAX, ACCOUNTING AND FINANCIAL ADVICE.

NO PERSON, OTHER THAN THE OFFICERS AND DIRECTORS OF THE MANAGER AND OF THE FUND, HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS INFORMATION MEMORANDUM, OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE INVESTOR SHARES DESCRIBED HEREIN, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE FUND.

INVESTORS ARE NOT PROTECTED BY ANY STATUTORY COMPENSATION ARRANGEMENTS IN THE EVENT OF THE FUND'S FAILURE. THE CYSEC SHALL NOT BE LIABLE BY VIRTUE OF ITS REGISTRATION OF THE FUND AS A RAIF UNDER PART VIII OF THE AIF LAW OR BY REASON OF ITS EXERCISE OF THE FUNCTIONS CONFERRED ON IT BY THE AIF LAW. THE SAID REGISTRATION OF THE FUND BY THE CYSEC DOES NOT CONSTITUTE A WARRANTY BY THE CYSEC AS TO THE CREDITWORTHINESS OF THE FUND OR OF THE MANAGER OR OF ANY OF THE PARTIES INVOLVED IN THE ACTIVITIES OF THE FUND.

NO ASSURANCES CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY. PROSPECTIVE INVESTORS MUST NOT CONSTRUE THIS INFORMATION MEMORANDUM, AS LEGAL, TAX OR INVESTMENT ADVICE.

THE REGISTRATION OF THIS COMPANY WITH THE CYSEC AND ITS ADMISSION TO CYSEC'S REGISTER OF RAIFs IS NOT EQUIVALENT TO AN AUTHORISATION BY CYSEC. THE REGISTRATION OF THE FUND, BY THE CYSEC SHALL NOT CONSTITUTE A WARRANTY AS TO THE PERFORMANCE THEREOF AND THE CYSEC SHALL NOT BE LIABLE FOR THE PERFORMANCE OR DEFAULT OF THE FUND. THE REGISTRATION OF THE FUND BY THE CYSEC IS NOT AN ENDORSEMENT OR GUARANTEE OF THE FUND BY THE CYSEC NOR IS THE CYSEC RESPONSIBLE FOR THE CONTENTS OF THE INFORMATION MEMORANDUM.

#### **RESTRICTIONS ON SOLICITATIONS AND RESALE**

SUBSCRIPTION FOR INVESTOR SHARES MAY ONLY BE EFFECTED ON THE BASIS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, OF THIS INFORMATION MEMORANDUM, OF THE ANNUAL AND SEMI-ANNUAL REPORTS OF THE FUND AND OF THE SUBSCRIPTION AGREEMENT.

THIS INFORMATION MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL TO, OR A SOLICITATION OF AN OFFER TO SUBSCRIBE FROM, ANYONE IN ANY COUNTRY OR JURISDICTION IN WHICH:

- (I) SUCH AN OFFER OR SOLICITATION IS NOT AUTHORISED;
- (II) ANY PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO; OR,
- (III) ANY SUCH OFFER OR SOLICITATION WOULD OTHERWISE BE UNLAWFUL.

NO ACTION HAS BEEN TAKEN THAT WOULD, OR IS INTENDED TO, PERMIT A PUBLIC OFFER OF SHARES IN THE FUND IN ANY COUNTRY OR JURISDICTION WHERE ANY SUCH ACTION FOR THAT PURPOSE IS REQUIRED. ACCORDINGLY, SHARES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND NEITHER THIS INFORMATION MEMORANDUM NOR ANY OTHER INFORMATION, FORM OF

APPLICATION, ADVERTISEMENT OR OTHER DOCUMENT MAY BE DISTRIBUTED OR PUBLISHED IN ANY COUNTRY OR JURISDICTION EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS. PERSONS INTO WHOSE POSSESSION THIS INFORMATION MEMORANDUM COMES MUST INFORM THEMSELVES ABOUT AND OBSERVE ANY LEGAL RESTRICTIONS AFFECTING ANY SUBSCRIPTION OF SHARES IN THE FUND. THE FUND IS NOT MAKING ANY REPRESENTATION OR WARRANTY TO ANY PROSPECTIVE INVESTOR REGARDING THE LEGALITY OF AN INVESTMENT IN THE FUND BY SUCH PERSON UNDER APPROPRIATE SECURITIES OR SIMILAR LAWS.

## **THE INFORMATION MEMORANDUM**

THE DIRECTORS OF THE FUND ACCEPT RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS INFORMATION MEMORANDUM. TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE DIRECTORS OF THE FUND, WHO HAVE TAKEN ALL REASONABLE CARE TO ENSURE THAT SUCH IS THE CASE, THE INFORMATION CONTAINED IN THIS DOCUMENT IS IN ACCORDANCE WITH THE FACTS AND THE PROVISIONS OF THE AIF LAW, THE AIFM LAW AS AMENDED, THE RELEVANT CYSEC DIRECTIVES, THE COMPANIES LAW AND THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORT OF SUCH INFORMATION. THE DIRECTORS OF THE FUND ACCEPT RESPONSIBILITY ACCORDINGLY.

THE INFORMATION MEMORANDUM IS NOT A PROSPECTUS IN ACCORDANCE WITH THE PROVISIONS OF EUROPEAN REGULATION 2017/1129 ON THE PROSPECTUS TO BE PUBLISHED WHEN SECURITIES ARE OFFERED TO THE PUBLIC OR ADMITTED TO TRADING ON A REGULATED MARKET AS TO THE REQUIREMENTS OF THE CONTENT OF SUCH PROSPECTUS.

THIS INFORMATION MEMORANDUM MAY CONTAIN FORWARD LOOKING STATEMENTS THAT RELATE TO THE FUND'S FINANCIAL CONDITION, RESULTS OF OPERATIONS, BUSINESS PLAN, STRATEGIES, COMPETITIVE POSITION AND GROWTH OPPORTUNITIES AND THE FINANCIAL AND REGULATORY ENVIRONMENTS IN WHICH THE FUND WILL OPERATE. THESE FORWARD-LOOKING STATEMENTS ARE IDENTIFIABLE BY WORDS SUCH AS "ANTICIPATE", "ESTIMATE", "PROJECT", "PLAN", "INTEND", "EXPECT", "BELIEVE", "FORECAST" AND SIMILAR EXPRESSIONS, AND ARE LOCATED THROUGHOUT THIS INFORMATION MEMORANDUM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THESE STATEMENTS ARE ESTIMATES, REFLECTING ONLY THE JUDGMENT OF THE MANAGEMENT OF THE FUND AND PROSPECTIVE INVESTORS SHOULD NOT PLACE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS. ACTUAL RESULTS AND EVENTS COULD DIFFER MATERIALLY FROM THOSE CONTEMPLATED BY THESE FORWARD-LOOKING STATEMENTS AS A RESULT OF FACTORS SUCH AS THOSE DESCRIBED IN "RISK FACTORS" AND ELSEWHERE IN THIS INFORMATION MEMORANDUM. THE FUND DOES NOT UNDERTAKE ANY OBLIGATION PUBLICLY TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS MAY BE CONTAINED IN THIS INFORMATION MEMORANDUM, TO REFLECT EVENTS OR CIRCUMSTANCES OCCURRING AFTER THE DATE OF THIS INFORMATION MEMORANDUM OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THIS INFORMATION MEMORANDUM SHALL BE HANDED OUT TO PROSPECTIVE INVESTORS FREE OF CHARGE UPON REQUEST.

THE INVESTOR SHARES REFERRED TO IN THIS INFORMATION MEMORANDUM ARE OFFERED SOLELY ON THE BASIS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, OF THIS

INFORMATION MEMORANDUM, OF THE ANNUAL AND SEMI-ANNUAL REPORTS OF THE FUND AND OF THE SUBSCRIPTION AGREEMENT. RECIPIENTS OF THIS INFORMATION MEMORANDUM SHOULD NOTE THAT THERE MAY HAVE BEEN CHANGES IN THE AFFAIRS OF THE FUND SINCE THE DATE HEREOF.

### **INVESTOR RESPONSIBILITY**

ANY INVESTMENT IN THE INVESTOR SHARES DESCRIBED IN THIS PROSPECTUS INVOLVES A HIGH DEGREE OF RISK. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT IT MUST BEAR THE ECONOMIC RISK OF INVESTMENT IN THE FUND AND BE ABLE TO WITHSTAND A TOTAL LOSS OF ITS INVESTMENT.

PROSPECTIVE INVESTORS SHOULD REVIEW THIS INFORMATION MEMORANDUM CAREFULLY IN ITS ENTIRETY AND CONSULT WITH THEIR OWN LEGAL, TAX AND FINANCIAL OR OTHER ADVISERS AUTHORISED TO PROVIDE INDEPENDENT ADVICE IN RELATION TO:

- (I) THE LEGAL REQUIREMENTS WITHIN THEIR OWN COUNTRIES FOR THE PURCHASE, HOLDING, EXCHANGE, REDEMPTION OR DISPOSAL OF INVESTOR SHARES;
- (II) ANY FOREIGN EXCHANGE RESTRICTIONS TO WHICH THEY ARE SUBJECT IN THEIR OWN COUNTRIES IN RELATION TO THE PURCHASE, HOLDING, EXCHANGE, REDEMPTION OR DISPOSAL OF INVESTOR SHARES; AND,
- (III) THE LEGAL, TAX, FINANCIAL OR OTHER CONSEQUENCES OF SUBSCRIBING FOR, PURCHASING, HOLDING, EXCHANGING, REDEEMING OR DISPOSING OF INVESTOR SHARES.

THE CONTENTS OF THIS INFORMATION MEMORANDUM ARE NOT INTENDED TO CONTAIN AND SHOULD NOT BE REGARDED AS CONTAINING ANY SORT OF LEGAL, TAX, INVESTMENT OR OTHER ADVICE. PROSPECTIVE INVESTORS SHOULD SEEK THE ADVICE OF THEIR LEGAL, TAX AND FINANCIAL ADVISERS FOR ANY ADVICE IN RELATION TO THE INVESTOR SHARES OR IF THEY HAVE ANY DOUBTS REGARDING THE CONTENTS OF THIS INFORMATION MEMORANDUM.

ANY INVESTMENT IN THE INVESTOR SHARES IS ONLY SUITABLE FOR INVESTORS WHO HAVING CAREFULLY CONSIDERED THEIR PERSONAL CIRCUMSTANCES AND ALL OF THE INFORMATION CONTAINED IN THIS INFORMATION MEMORANDUM, EITHER ON THEIR OWN OR IN CONJUNCTION WITH THE APPROPRIATE ADVISER, ARE CAPABLE OF UNDERSTANDING AND EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE INVESTOR SHARES OF THE FUND AND HAVE SUFFICIENT RESOURCES TO BE ABLE TO BEAR ANY LOSSES THAT MAY RESULT THEREFROM. PROSPECTIVE INVESTORS SHALL HAVE REGARD TO, AMONG OTHER MATTERS, THE CONSIDERATIONS CONTAINED UNDER THE HEADING "RISK FACTORS" IN THIS INFORMATION MEMORANDUM.

ANY INVESTOR SUBSCRIBING TO OR HAVING SUBSCRIBED TO INVESTOR SHARES IN THE FUND IS DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THE CONTENTS OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE FUND, OF THIS INFORMATION MEMORANDUM, THE ANNUAL AND SEMI-ANNUAL REPORTS OF THE FUND AND THE SUBSCRIPTION AGREEMENT.

## **STOCK EXCHANGE LISTING**

THERE IS NO PUBLIC MARKET FOR THE INVESTOR SHARES DESCRIBED IN THIS INFORMATION MEMORANDUM, AND NO GUARANTEE THAT SUCH MARKET MAY DEVELOP IN THE FUTURE.

IF IT IS INTENDED TO APPLY FOR THE ADMISSION OF INVESTOR SHARES, FOR TRADING ON ANY REGULATED STOCK EXCHANGE IN ANY MEMBER STATE IN ACCORDANCE WITH THE PROVISIONS GOVERNING THE SAID MARKET, THIS WILL BE DISCLOSED IN THIS INFORMATION MEMORANDUM.

## **RISKS**

INVESTMENT IN THE FUND CARRIES WITH IT A DEGREE OF RISK. THE VALUE OF INVESTOR SHARES AND THE INCOME FROM THEM IS NOT GUARANTEED AND IT MAY GO DOWN AS WELL AS UP, AND INVESTORS MAY NOT GET BACK THE AMOUNT INVESTED. CONSEQUENTLY, THERE IS A SIGNIFICANT RISK OF THE LOSS OF THE ENTIRE AMOUNT OF THE VALUE OF AN INVESTOR'S INVESTMENT. AN INVESTMENT IN THE INVESTOR SHARES IN THE FUND SHOULD BE VIEWED AS MEDIUM TO LONG TERM.

## DEFINITIONS

In this INFORMATION MEMORANDUM the following capitalised terms shall have the meaning given hereunder:

<b>“Administrator”</b>	means the person appointed from time to time by the External Manager, by means of a relevant written delegation agreement, to provide one or more of the administration functions laid down in Article 6(1)(b)(i) of the AIF Law (if applicable), otherwise such person being at all times the External Manager.
<b>“Affiliated Entities”</b>	means each of the External Manager, the Expert Advisors, any member of External Manager’s Investment Committee, any of their respective relatives, employees, directors, officers, members, shareholders and partners.
<b>“AIF or Alternative Investment Fund”</b>	means collective investment undertakings, including investment compartments thereof, which: a) raise capital from a number of investors, with a view to investing it in accordance with a defined investment policy for the benefit of those investors; and b) do not require authorisation pursuant to article 9 of the Open-Ended Undertakings for Collective Investment Law or pursuant to the legislation of another Member State which harmonises article 5 of Directive 2009/65/EC, it being understood in relation to the Fund as an AIF governed by the provisions of Part II of the AIF Law.
<b>“AIF Law”</b>	means the Alternative Investment Funds Law 124(I) of 2018 or any Law substituting or amending the same.
<b>“AIFM”</b>	means an authorised alternative investment fund manager pursuant to the provisions of the AIFM Law.
<b>“AIFM Law”</b>	means the Alternative Investment Fund Managers Law 56(I) of 2013 or any Law substituting or amending the same.
<b>“AIFM Regulation”</b>	Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.
<b>“Articles”</b>	means the Memorandum and Articles of Association of the Fund, as amended from time to time.
<b>“Auditor”</b>	means “statutory auditor”, within the meaning of article 2(1) of the Auditors Law being in relation to the Fund, SPL Audit (Cyprus) Ltd or



	any successor company, as may be appointed by the Fund to act as such, from time to time.
<b>“Banking Laws”</b>	means the Business of Credit Institutions Laws Of 1997 to 2019.
<b>“Business Day”</b>	means a day, which is a bank business day in Cyprus, or such day or days as may be specified in the Information Memorandum.
<b>“Capital Contribution”</b>	means, with respect to each Investor and except as otherwise provided herein, any amount contributed to the Fund or the aggregate amount so contributed (as the context may require) pursuant to the terms of this Prospectus.
<b>“Carried Interest”</b>	a portion of Investors’ distributions (either in the form of Exit Proceeds or Distributable Proceeds) reallocated to and distributed to the External Manager (and/or to the Advisors).
<b>“CIF Law”</b>	means Law 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets.
<b>“Class”</b>	means a particular division of Investor Shares in a Fund with certain characteristics, including but not limited to distribution of revenues, tax treatment, minimum investment amount, minimum holding amount, currency denomination or any other characteristics, as the Directors may in their discretion determine from time to time.
<b>“Commitment”</b>	means, with respect to each Investor, the amount that such Investor has committed to contribute into the Fund, as set forth in the Subscription Agreement of such Investor.
<b>“Commitment Period”</b>	means the period commencing on the Initial Subscription Day of the Initial Offering Period and ending on the earliest to occur of: (a) the last day of the 24 months anniversary on Initial Subscription Day of the Initial Offering Period, provided that this period may be extended by one (1) year by the External Manager with the prior consent of the Investment Committee; (b) provided that the Target Capital Raising has been achieved, the first date on which 100% of Commitments have been drawn down and used to fund the Acquisition Cost of Portfolio Investments, reserved for Follow-on Investments or used to create Reserves; and (c) the date of delivery to the External Manager of a written notice approved by 75% of Investors to terminate the Commitment Period.
<b>"Companies Law"</b>	means the Companies Law, Cap. 113 of the Laws of Cyprus or any Law substituting or amending the same.

<b>“Cut-Off Date”</b>	means the last Business Day until which applications for Subscriptions can be validly addressed, in order to be processed on the immediately following Dealing Day.
<b>"Cyprus"</b>	means the Republic of Cyprus.
<b>“CySEC”</b>	means the Cyprus Securities and Exchange Commission, or its successor.
<b>“CySEC Directives”</b>	means the directives issued by CySEC in exercise of its powers under the provisions of the AIF Law and the AIFM Law, as published in the official gazette of the Republic of Cyprus.
<b>“Dealing Day”</b>	means a Business Day, following the expiration of the IOP or of the Subsequent Offering Period, which is also a Valuation Day, at which Subscriptions may be effected in the Fund, as further specified in this Information Memorandum.
<b>“Depository”</b>	means the legal person entrusted with at least one of the depository tasks set out in article 24 of the AIFM Law, being in the case of the Company, 7Q Financial Services Limited or any successor company as may be appointed by the Fund from time to time to act as such, whereas the relevant appointment has taken place in accordance with Article 23 of the AIFM Law and Article 26(1) of the AIF Law.
<b>“Depository Agreement”</b>	means the written agreement designated as ‘Depository Agreement’ and concluded between the Fund, the External Manager and the Depository on 8 <sup>th</sup> April 2021, as it may be amended, supplemented or replaced from time to time and relating to the appointment and duties of the Depository.
<b>“Directors”</b>	means the members of the Board of Directors of the Fund for the time being and any successors to such members as may be appointed from time to time.
<b>“Distributable Proceeds”</b>	means, as of any date, the excess of (i) the cash received by the Fund from any sale or other disposition of, or dividends, interest or other income from or with respect to, a Portfolio Investment or otherwise attributable to a Portfolio Investment, or otherwise received by the Fund from any source (other than payments made by the Investors to the Fund pursuant to a Subscription Agreement), over (ii) the sum of the amount of such items as is necessary for (A) for the payment of Fund Expenses and (B) the establishment of Reserves.
<b>“Distribution”</b>	means the payments by the Fund to its Investor Shareholders.
<b>“Drawdown Notice”</b>	the notice issued to the Investors by the External Manager, formally requesting to pay the amount of Capital Contributions to be used to

	pay the Acquisition Cost of any Portfolio Investment and/or Fund Expenses.
<b>“Duties and Charges”</b>	means all stamp duties, taxes, governmental charges, levies, exchange costs and commissions, transfer fees and expenses, agents’ fees, brokerage fees, commissions, bank charges, registration fees and other duties and charges, whether payable in respect of the constitution, increase or reduction of all of the cash and other assets of the Fund or the creation, acquisition, issue, conversion, exchange, purchase, holding, redemption, sale or transfer of Shares or Investments by or on behalf of the Fund or in respect of the issue or cancellation of share certificates or otherwise, which may have become or will become payable in respect of either prior to or upon the occasion of any transaction, dealing or valuation and issue of Investor Shares respectively.
<b>“EURO”</b>	means the currency used by the Institutions of the European Union and the official currency of the Eurozone.
<b>“Eligible Assets”</b>	means those asset classes ranging from Financial Instruments to real assets, which are covered by the External Manager’s license as an AIFM and in which the Fund is eligible to invest pursuant to the applicable legal framework, the Articles and the Information Memorandum.
<b>“Eligible Distributors”</b>	means an investment firm, within the meaning of the CIF Law and/or an AIFM, within the meaning of the AIFM Law and/or a management company, within the meaning of the UCI Law and/or a credit institution, within the meaning of the Banking Laws.
<b>“Exit”</b>	means the divestment of Interest by the Investors, upon the termination of the Fund.
<b>“Exit Proceeds”</b>	means the cash or other assets received by the Investors, upon Exit from the Fund.
<b>“Expert Advisors”</b>	means any person who may be appointed as an expert advisor to the External Manager of the Fund.
<b>“External Manager”</b>	means a person appointed to manage the investments of an AIF or RAIF, such person being vis-a-vis the Fund 7Q Asset Management Limited, subject to the terms and conditions of the Investment Management Agreement or any successor company as may be appointed by the Fund, from time to time.
<b>“Externally Managed AIF”</b>	means an AIF authorised to operate subject to the provisions of Chapter 2 of Part II of the AIF Law, such AIF being for the purposes of this Information Memorandum the Fund.

<b>“Financial Year”</b>	means the accounting period of the Fund ending on 31 <sup>st</sup> December of each year, unless otherwise determined by the Directors.
<b>“Financial Instruments”</b>	means financial instruments, within the meaning of the Investment Services and Investment Activities, Regulated Markets and Other Related Matters Law 87 of 2017, as may be amended or replaced from time to time.
<b>“Follow-on Investment”</b>	means an investment by the Fund in the Securities of a Portfolio Company, in which the Fund holds Securities at the time of investment and in which the External Manager determines that it is appropriate or necessary for the Fund to invest for the purpose of preserving or enhancing the Fund’s prior investment in such Portfolio Company.
<b>“Fund”</b>	means LongeVC RAIF V.C.I.C. Ltd.
<b>“Fund Expenses”</b>	has the meaning set forth in Section 16.
<b>“Hurdle Rate”</b>	means the minimum pre-set threshold rate of return (if any) of the Fund, over and above which the External Manager (and/or the Expert Advisors) is entitled to receive an increased interest in the proceeds of the Fund.
<b>“Income Tax Law”</b>	means the Cyprus Income Tax Law N118(I)/2002, as may be amended from time to time.
<b>“Ineligible Person”</b>	means any person, firm or corporation applying solely or jointly with others for Subscription or being a joint or sole holder of Investor Shares that (i) for legal, tax, regulatory or any other reason in particular, does not meet the requirements of a Professional or Well-Informed Investor or (ii) because the Directors have, in their sole discretion so determined, is not eligible to be an Investor Shareholder.
<b>“Information Memorandum” or “Offering Document” or “Prospectus”</b>	means this information memorandum, within the meaning of the AIF Law, which has been produced in accordance with the relevant provisions of the AIFM Law and of the AIF Law, as it may be modified or supplemented from time to time, in accordance therewith subject to the prior approval of CySEC.
<b>“Initial Closing”</b>	means the completion of the Initial Offering Period.
<b>“Initial Offering Period” or “IOP”</b>	means the initial period during which Investor Shares may be offered by the Fund for Subscription at the Subscription Price, as set out in this Information Memorandum.
<b>“Initial Subscription Day”</b>	means the first Business Day of the IOP in respect of the offering of the relevant Investor Shares, or in case of a Subsequent Offering Period, the first Business Day of the relevant Subsequent Offering Period.

**“International Financial Reporting Standards” or “IFRS”**

means the International Accounting Standards (IAS) and the International Financial Reporting Standards (IFRS), for the time being in force as well as the relevant texts issued under the general supervision of the International Accounting Standards Board (IASB) and as these are adopted by the European Union, in accordance with the provisions of Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards, as from time to time amended or substituted.

**“Investment Company”**

means a Variable Capital Investment Company or a fixed capital investment company, it being at all times understood as a Variable Capital Investment Company in relation to the Fund.

**“Investor”**

means a prospective or existing Investor Shareholder.

**“Investor Shareholder”**

means the sole or joint holder of record of one or more Investor Shares, who qualifies at all times as a Professional Investor or a Well-Informed Investor.

**“Investment Management Delegation Agreement”**

means an agreement (if any) subsisting between the External Manager and a third party, such party being considered eligible under the AIFM Law to enter into such agreement, in relation to the delegation of obligation and duties of the External Manager in respect of investment management functions, whereas such agreement has been concluded in accordance with the provisions of the AIFM Law.

**“Investments”**

means any investment or other asset of any description which the Fund is entitled to acquire, purchase, trade or invest in, in accordance with the Information Memorandum, the provisions of the Articles, the AIF Law, the AIFM Law and the CySEC Directives.

**“Investment Period”**

the Fund shall make investments at any time during the period from the Initial Closing through the last day of the 36 months anniversary of the Initial Closing. After the end of the Investment Period, the Fund will not make new portfolio investments, but for the avoidance of doubt, may (a) complete portfolio investments that are in process as of the end of the Investment Period, and (b) make follow-on investments in an aggregate amount not to exceed 50% of total Investor capital commitments.

**“Investor Shares” or “Units”**

means a share in the capital of the Fund which is designated as such and is available for Investors and may be divided in one or more Classes and has been issued in accordance with the Information Memorandum and the provisions of the Articles.

**“Investment Management Agreement”**

means the agreement for the time being, subsisting between the Fund and the External Manager, in relation to the appointment and duties of the External Manager.

**“Internal Rate of Return” or “IRR”**

means the IRR for an investment; is the discount rate for which the total present value of future cash flows equals the cost of the investment.

**“Key Information Document” “KID”**

means Key Information Document, within the meaning of Regulation (EU) no 1286/2014 of the European Parliament and of the Council of 26 November 2014, on key information documents for packaged retail and insurance-based investment products (PRIIPs).

**“Last Subscription Day”**

means the last Business Day of the IOP or of a Subsequent Offering Period, in respect of the relevant Investor Shares.

**“Liquidation Date”**

means the day in which the Fund is dissolved and its remaining assets are liquidated.

**“Management Fee”**

means the fee designated as such and payable to the Manager (and/or the Expert Advisors) as further detailed in this Information Memorandum.

**“Management Shareholder”**

means the holder of Management Shares.

**“Management Shares”**

means the non-redeemable, voting shares in the capital of the Fund, which are not used for investment purposes and are not available for Investors, as these are further described in the Information Memorandum.

**“Minimum Subscription”**

means the minimum initial amount or value that must be subscribed for by a prospective Investor Shareholder in order to purchase Investor Shares, as further specified in the Information Memorandum.

**“Minimum Additional Subscription”**

means the minimum additional amount or value that must be subscribed for by an existing Investor Shareholder in order to purchase Investor Shares, as may be specified from time to time in the Prospectus.

**“Net Asset Value” or “NAV”**

means the value of the Total Assets of the Fund minus its Total Liabilities, calculated as further described in this Information Memorandum.

**“Net Asset Value per Investor Share”**

means the relevant Net Asset Value divided by the number of Investor Shares, in issue within the Fund.

**“Own Funds”**

has the meaning attributed to this term by article 4, paragraph 1, point 118) of Regulation (EU) No. 575/2013.

**“Person”**

means any individual or entity, including a corporation, partnership, association, limited liability company, unincorporated association, trust, government or governmental agency or authority.

<b>“Portfolio”</b>	means all the assets attributable to and held by and/or on behalf of the Fund, at any point in time.
<b>“Portfolio Company”</b>	means any Person in which a Portfolio Investment is made, whether directly or indirectly, and continues to be held by the Fund.
<b>“Portfolio Investments”</b>	means investments made by the Fund to Portfolio Companies.
<b>“Prevailing Exchange Rate”</b>	means the relevant quoted exchange rates at the Cut-Off Date.
<b>“Professional Investor”</b>	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 the Second Appendix of the Investment Services and Activities and Regulated Markets Law.
<b>“Project Companies”</b>	means all special purpose vehicles (‘SPVs’) and intermediary holding companies that the Fund may invest through, depending on the requirements of local law and tax considerations.
<b>“RAIFs Register”</b>	means the relevant register of RAIFs kept by CySEC.
<b>“Redemption”</b>	refers to the Exit period which takes place after the maturity of the Fund and where the term of the scheme ends.
<b>“Reference Currency”</b>	means the currency in which the Fund is denominated being the EURO and is the currency (i) on the grounds of which the Fund’s NAV is calculated, (ii) in which the unitary financial statements for the aggregate of the Fund are drawn, and (iii) in which the share capital of the Fund is expressed.
<b>“Register”</b>	means the register of the Fund kept by the Administrator, into which the names, the addresses of Investor Shareholders and the number of holdings thereof are entered, together with any other content requirements prescribed for such register by the AIF Law.
<b>“Registered Alternative Investment Fund” or “RAIF”</b>	means the AIF which may operate as a registered AIF subject to the provisions of Part VIII of the AIF Law.
<b>“Secretary”</b>	means any person, firm or corporation appointed to perform the duties of the secretary of the Fund.
<b>“Set-Up Fees”</b>	means the preliminary expenses incurred in connection with the incorporation of the Fund, its registration with CySEC and consequently the launch of the Fund, including the costs and expenses of preparing, publishing and distributing the Information Memorandum and all professional and legal fees and costs incurred in connection therewith; it is to be clarified that such professional fees

	include, among others, the cost of opening the account with the Depository and the set-up of the ledger with the Administrator.
<b>“Share”</b>	means an Investor share or a Management Share (as the case may be).
<b>“Shareholder”</b>	means a holder of Investor or Management Shares (as the case may be).
<b>“Sharing Percentage”</b>	means, with respect to any Investor, a fraction, expressed as a percentage: (a) the numerator of which is the aggregate amount of Commitments made by such Investor; and, (b) the denominator of which is the aggregate amount of total current Commitments to the Fund made by all Investors.
<b>“Subscription”</b>	means the initial or subsequent subscription for Investor Shares, by a prospective or existing Investor Shareholder, respectively (as the case may be).
<b>“Subscription Application”</b>	means the application by a prospective or existing Investor Shareholder, which is addressed to the Fund or the External Manager acting on behalf of the Fund, to subscribe for Investor Shares in the Fund.
<b>“Subscription Price”</b>	means the fixed price determined by the Directors at which the relevant Investor Shares may be offered for Subscription during an Initial or Subsequent Offering Period, as such price is determined in the Offering Document and (if applicable) adding thereto such sums as the Directors may determine as an appropriate provision for Duties and Charges.
<b>“Target Market/s”</b>	means the markets in which the Fund may invest, as further detailed in the Information Memorandum.
<b>“Total Assets”</b>	means tangible and intangible fixed assets, Investments, cash and cash equivalents, receivables and inventories of the Fund.
<b>“Total Liabilities”</b>	means short and long-term borrowings, deferred taxation, creditors and other current liabilities of the Fund.
<b>“Ultimate Beneficial Owner” or “UBO”</b>	means any natural person who ultimately owns or controls the customer and/or the natural person on whose behalf a transaction or activity is being conducted and includes at least: (a) in the case of corporate entities: (i) the natural person who ultimately owns or controls a corporate entity through direct or indirect ownership of a sufficient percentage of the shares or voting rights or



ownership interest in that corporate entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

Provided that:

- (a) an indication of direct shareholding shall be a shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a natural person; and,
- (b) an indication of indirect ownership shall be a shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a corporate entity, which is under the control of a natural person, or by multiple corporate entities, which are under the control of the same natural person or persons.

Provided further that the control by other means can be verified, inter alia, based on the criteria provided for in section 142 (1) (b) and section 148 of the Companies Law;

- (ii) the natural person who holds the position of senior managing official if, after having exhausted all possible means and provided there are no grounds for suspicion, no person under sub paragraph (i) of the present paragraph is identified, or if there is any doubt that the person identified is the beneficial owner: provided that the obliged entity shall keep record of the actions taken in order to identify the beneficial ownership under sub paragraphs (i) and (ii);

(b) in the case of trusts:

- (i) the settlor;
- (ii) the trustee or commissioner;
- (iii) the protector, if any;
- (iv) the beneficiary, or where the individual benefiting from the legal arrangement or legal entity have yet to be determined, the class of persons in whose main interest the legal arrangement or entity is set up or operates;
- (v) any other natural person exercising ultimate control over the trust by means of direct or indirect ownership or by other means; and

(c) in the case of legal entities, such as foundations, and legal arrangements similar to trusts, the natural person holding equivalent or similar positions to the person referred to in paragraph (b).

**“Valuation Day”**

means the Business Day at which the Fund’s NAV is calculated.

**“Valuer”**

means any Internationally recognized qualified property valuers, independent auditors or valutors of financial instruments hired by the Company from time to time as required.

**“Variable Capital Investment Company” or “VCIC”**

means a company incorporated subject to the Companies Law as a company limited by shares and which is authorised to operate as an AIF, subject to the provisions of Chapter 2 of Part II or as an AIFLNP, subject to the provisions of Part VII or which may operate as a RAIF, subject to the provisions of Part VIII, as a variable capital investment company in accordance with the relevant provisions of this Law; it being at all times understood as a company incorporated, subject to the Companies Law as a company limited by shares and which is authorised to operate as an AIF, subject to the provisions of Chapter 2 of Part II of the AIF Law with respect to the Fund.

**“Well-Informed Investor”**

means an Investor who is not a Professional Investor, but fulfils the following criteria: (a) the said investor confirms in writing - (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 Fund; and (b) (i) invests at least €125,000 in the Fund or (ii) has been assessed by a credit institution, an AIFM, a UCITS Management Company, an Investment Firm 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 Fund’s prospective investment based on the Fund’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 the business; (c) by way of derogation from paragraphs (a) and (b), such investor is a person who effectively directs the business of the Fund or the External Manager or is a person engaged in the AIF’s investment management functions.

**“Wholly Owned Subsidiary”**

means a subsidiary company whose share capital is entirely owned by the holding company.

Unless the context otherwise requires:

- (I) words importing the singular number shall include the plural number and vice versa;
- (II) words importing any gender shall be construed as importing any other gender;
- (III) words importing persons only shall include companies or associations or bodies of persons, whether corporate or not; and
- (IV) the word “may” shall be construed as permissive and the word “shall” shall be construed as imperative; and
- (V) words and expressions defined in the Articles and not otherwise defined herein, shall have the meaning ascribed to them therein.

## 1. FUND AND ISSUE OVERVIEW

<b>Name of the Fund</b>	<b>LongeVC RAIF V.C.I.C. LTD</b>
<b>Registered Office of the Fund</b>	1, Stasinou Avenue, Eleftheria Square, Mitsis Building, 1060 Nicosia, Cyprus
<b>Fund Structure</b>	Closed-Ended Fund
<b>Legal Structure</b>	Variable Capital Investment Company
<b>Incorporation Date</b>	14 December 2020
<b>Geographical Region of Operations</b>	Asia, US, CEE, CIS
<b>Fund Life</b>	6+1 Years
<b>Fund Type</b>	Single Scheme
<b>Listing Status</b>	Not Listed
<b>Reference Currency</b>	EURO
<b>Investor Profile</b>	Risk-tolerant Investor
<b>Investment Objectives and Policy</b>	The Fund’s investment strategy is designed to maximize value creation towards its Investors, by leveraging on its Management Team’s expertise across a broad range of sectors and its substantial experience in the field of innovations in biotech and longevity.

To achieve its strategic goals, the Fund intends to have a stake in the future high-growth longevity businesses by supporting them early.

The Fund shall focus on seed and pre-A rounds of longevity focused companies, disbursing capital throughout three major areas of its expertise and interest:

- 1) Geroscience R&D, which includes treatments specifically associated with longevity and which require traditional clinical validation. The stake of such companies in the Fund's portfolio is expected at 30-35%.
- 2) P4 medicine, where the major focus of the Fund is in preventive and personalized treatments, preferably non-interventional, utilizing the data resources and novel approaches in machine learning models. The stake of such companies in the Fund's portfolio is expected at 50%.
- 3) Agetech, where the major focus shall be put on non-invasive treatments. The stake of such companies in the Fund's portfolio is expected at 15-20%.

Given the stage focus, the Fund prioritizes a qualitative deal screening approach, where the primary focus shall be devoted to evaluating market and academic potential of the intellectual property assets owned by the potential investment targets, as well as team compositions and presence of the first proof of concept.

Given that success in seed investment means seeing the IP value early, LongeVC's expertise allows to spot the emerging longevity tech, supporting the most promising founders early and accompanying them into late rounds and industrial exits.

The Fund shall accumulate its dealflow primarily through already established relationships with the venture partners, its Scientific Advisory Board (SAB) and other venture capital funds in the area,

	<p>synergizing on deals and preferring to follow. The Fund shall reserve a capacity to lead selected deals, where the IP expertise is crucial. The Fund expects to accumulate 20 to 25% of overall dealflow externally (e.g. by reaching out to the potential investment targets from the market).</p> <p>By achieving its goals, the Fund targets a 5x cash-on-cash multiple in 6 years or an IRR of 30-33%.</p> <p>The initial investment ticket size for the Seed investments shall range from €0.5M to €1.0M, with a possibility of a follow-on investment of up to €2.25M in selected/strategic portfolio undertakings.</p>
<b>Distribution Policy</b>	Distributable net proceeds from liquidation of any Portfolio Investments shall be apportioned among both Investors and the External Manager (and/or Expert Advisors) in proportion to their Sharing Percentages, as per the process described in Section 19 - Distribution of Distributable Proceeds.
<b>Reinvestments</b>	Not Planned
<b>Use of Leverage</b>	N/A
<b>Target Capital Raising</b>	€35,000,000
<b>External Manager</b>	7Q Asset Management Limited
<b>Regulatory Minimum Capital Requirement</b>	€500,000 to be attained within 12 months following registration, unless CySEC approves the extension of the said period for another 12 months.
<b>Investor Type</b>	Professional & Well-Informed Investors
<b>Reports and Financial Statements</b>	31 <sup>st</sup> December of each calendar year
<b>Management Fee</b>	2.50% annually, capped at 15%
<b>Hurdle Rate</b>	7.00% annually
<b>Administration Fee</b>	0.06% (included in the Management Fee)
<b>Depository Fee</b>	0.10%
<b>Historical performance during the last calendar year</b>	N/A
<b>Latest NAV</b>	N/A

<b>Valuation Frequency</b>	Quarterly or after any major financial event
<b>Risk Factors</b>	Investors' attention is drawn to the risks outlined in Section 17 of the Prospectus.

## INVESTMENT COMPARTMENT & CLASSES

<b>Share Classes</b>	<b>Class A</b>
<b>Type of Investors</b>	Professional & Well Informed Investors
<b>Reference Currency</b>	EURO or €
<b>Investors Country of Domicile</b>	Worldwide
<b>Subscription Price per Investor Share</b>	€100
<b>Minimum Initial Subscription amount</b>	€200,000
<b>Minimum Additional Subscription amount</b>	€100,000
<b>Minimum Holding Amount</b>	€200,000
<b>Maximum Fund Size</b>	The aggregate of the total Commitments to the Fund shall not exceed EUR35mn.
<b>Frequency of Investor Subscriptions</b>	Quarterly (last business day of each quarter) or on the discretion of the External Manager to initiate Subsequent Offering Periods following the IOP.
<b>Secondary Trading</b>	Transfer of Shares is allowed (subject to notification of the agreed transaction to the Fund Administrator and activation of related rights for the rest Shareholders).
<b>Investor Redemptions</b>	Refers to the Exit period which takes place after the maturity of the Fund and where the term of the scheme ends (ref. Section 20 – Exits).
<b>Frequency of Distributions to Investors</b>	Upon liquidation of investments in Portfolio Companies – the distribution policy of the Distributable Proceeds is outlined in Section 19.
<b>Contributions in kind</b>	No
<b>Investment Strategy as per ESMA guidelines</b>	Venture Capital

## 2. DIRECTORY

<b>Board of Directors</b>	<b>Mr. Sergejs JAKIMOVŠ</b> <b>Mr. Christos VONIATIS</b>
<b>Secretary</b>	<b>PLANTRUST SECRETARIAL LIMITED</b> 1, Stasinou Avenue, Mitsis Building, Floor 1, Flat 4, Eleftheria Square, 1060 Nicosia, Cyprus.
<b>External Manager</b>	<b>7Q ASSET MANAGEMENT LTD</b> 9, Archiepiskopou Makariou III Avenue, Severis Building, 3rd Floor, 1065 Nicosia, Cyprus. Licensed by the CySEC as an AIFM under the AIFM Law with license number AIFM36/56/2013
<b>Expert Advisors</b>	<b>LONGEVC SIA</b> Antonijas str.22-20, Riga, LV-1010, Latvia.
<b>Depositary</b>	<b>7Q FINANCIAL SERVICES LTD</b> Kennedy Business Center, 12-14 Kennedy Avenue, Suite 402, 1087 Nicosia, Cyprus. Licensed by the CySEC as a CIF under the Investment Services Law with license number 061/05
<b>Administrator</b>	<b>7Q ASSET MANAGEMENT LTD</b> 9, Archiepiskopou Makariou III Avenue, Severis Building, 3rd Floor, 1065 Nicosia, Cyprus.
<b>Auditors</b>	<b>SPL AUDIT (CYPRUS) LTD</b> 13 Kypranoros Street, 2nd Floor, Office 201, 1061 Nicosia, Cyprus.
<b>Legal Consultants</b>	<b>STELIOS IERONYMIDES &amp; ASSOCIATES LAW OFFICE</b> 1, Stasinou Avenue, Mitsis Building, Floor 1, Flat 4, Eleftheria Square, 1060 Nicosia, Cyprus.

## 3. THE FUND

### REGISTRATION

The Fund has the legal form of a VCIC and has been incorporated as a private company limited by shares under the Companies Law of Cyprus, under registration number HE 416262. The Fund operates as a RAIF under Part VIII of the AIF Law, under registration number RAIF68 and in accordance with the Directive 124-01, regarding the “Registration of RAIFs in, and deletion from, the RAIFs Register”. The Fund is a closed-ended RAIF, within the meaning of the AIF Law, whereas the rights of Investors requiring Redemption, are specified in the Articles and in the Information Memorandum. The Fund operates as a RAIF with one Investment Compartment (single scheme). The Investor Shares are at all times available to Professional Investors and/or Well-Informed Investors only. The Fund is an Externally Managed RAIF by an AIFM, being currently the External Manager, so that the provisions of the AIFM may additionally apply to those of the AIF Law to the Fund. In case of conflict between the provisions of the AIFM Law and of the AIF Law, as applicable to the Fund, the latter shall prevail.

### INVESTMENT COMPARTMENT

The Fund operates as a RAIF with one investment compartment and is invested in accordance with the investment objectives, investment policy, risk profile and the investment techniques set out in this Prospectus.

The committed capital when called, will be invested in a specific portfolio of assets, constituting the Fund. Investor Shares shall be issued to Investors in registered form. Titles to registered shares are evidenced by the relevant entries in the Fund’s Register. Investor Shares shall carry no voting rights and no pre-emptive subscription rights. In the event of the liquidation of the Fund, each Investor Share is entitled to its proportionate share of the Fund’s assets, after payment of the Fund’s debts and expenses and taking into account the Fund’s rules for the allocation of assets and liabilities, as these are set out in the Articles. The Fund, qualifying as a Variable Capital Investment Company/V.C.I.C., has its share capital being always equal to the Fund NAV. The Fund's (current) total committed capital is automatically adjusted when additional Investor Shares are issued and no special announcements or publicity or other publicity formalities under the Companies Law are required in relation thereto.

The Board of Directors and the External Manager shall always ensure that the Investor Shareholders qualify as Professional Investors or Well-Informed Investors.



## 4. INVESTMENT OBJECTIVE AND POLICY

### INVESTMENT PHILISOPHY

The longevity industry has rapidly excelled to become a domain of opportunities in biotech, rich in innovation. LongeVC was created to support ambitious founders disrupting biotech and longevity spheres in seed and pre-A stages of their journey, building a biotech community of outstanding companies, exchanging expertise, and sharing successes. Our team believes that innovations in biotech and longevity bring not only investment opportunities, but also grant our partners access to the latest and greatest knowledge in life extension and biotechnology.

LongeVC builds its pipeline from early-stage ventures in 3 major areas in the longevity industry - Geroscience R&D, P4 medicine, and Agetech. By applying the expertise of the partners and both scientific and market insights from a carefully crafted team of advisors, LongeVC can assess the value of potentially groundbreaking intellectual property early, focusing on both leading and following seed and pre-A stages of funding.

Being an early investor, the Fund prioritizes strong and protectable IP horizons, diverse teams with an industrial track record, the potential of future industrial acquisition, innovativeness and positive industrial feedback. These allow LongeVC to identify teams, able to deliver substantial innovation and demonstrate industrial traction.

### INVESTMENT STRATEGY AND OBJECTIVE

To achieve its strategic goals, the Fund intends to invest in approximately twenty-five (25) Portfolio Companies, active in the high-growth longevity sector.

The Fund shall focus on seed and pre-A rounds of longevity focused companies, disbursing capital throughout three major areas of its expertise and interest:

1. Geroscience R&D, which includes treatments specifically associated with longevity and which require traditional clinical validation. The stake of such companies in the Fund's portfolio is expected at 30-35%.
2. P4 medicine, where the major focus of the Fund is in preventive and personalized treatments, preferably non-interventional, utilizing the data resources and novel approaches in machine learning models. The stake of such companies in the Fund's portfolio is expected at 50%.
3. Agetech, where the major focus shall be put on non-invasive treatments. The stake of such companies in the Fund's portfolio is expected at 15-20%.

Given the stage focus, the Fund prioritizes a qualitative deal screening approach, where the primary focus shall be devoted to evaluating market and academic potential of the intellectual property assets owned by the potential investment targets, as well as team compositions and presence of the first proof of concept.

Given that success in seed investment means seeing the IP value early, LongeVC's expertise allows to spot the emerging longevity tech, supporting the most promising founders early and accompanying them into late rounds and industrial exits.

The Fund shall accumulate its deal flow primarily through already established relationships with the venture partners, its Scientific Advisory Board (SAB) and other venture capital funds in the area, synergizing on deals and preferring to follow. The Fund shall reserve a capacity to lead selected deals, where the IP expertise is crucial. The Fund expects to accumulate 20 to 25% of overall deal flow externally (e.g. by reaching out to the potential investment targets from the market).

The Fund's target holding period is 2-3 years, where the exit strategy differs depending on the type of company the Fund is currently holding a stake in. The difference can be illustrated as follows:

1. In companies requiring clinical validation (e.g. interventions such as gene therapies, senescent cell research or any other molecule/pharma-based innovation), the Fund shall aim to acquire a stake at a pre-clinical stage, financing necessary in-vitro or basic in-vivo validation. Provided that such validation becomes successful, the Fund shall aim to stay with the Portfolio Company until the first or second clinical round, selling its stake throughout the course of a secondary transaction to a larger strategic investor at later clinical fundraising stages. In such cases, there is also a minor possibility and existing practice of a public listing (as happened with ALXOncology, for example), but it is, however, not a priority strategy.
2. In companies that do not require clinical validation and, thus, require a much shorter road to market, the Fund shall aim at selling its stake to a strategic industrial buyer during a general liquidity event, entering at a seed or a pre-A stage.

The initial investment ticket size for Seed cases shall range from €0.5M to €1.0M, with a possibility of a follow-on investment of up to €2.25M in selected/strategic portfolio undertakings. In exceptional cases with high potential, the investment ticket size for Seed funding could be raised up to €1.5M.

The External Manager may seek to offer co-investment proposals when the minimum investment demand by the Portfolio Company exceeds the Fund's investment capacity or when the co-investment is deemed of strategic importance for the success of the investment.

The Fund may also pursue co-investment opportunities provided that It is in the best interest of the Fund and that co-investments are made at the same time and under the same financial conditions and terms applicable to the Fund Structure.

The Fund targets a (approx.) 50%-50% allocating structure to initial and follow-on investments, respectively.

The Fund may as well invest in up to 5 projects or start-ups, currently under acceleration or incubation spaces. Such investments may not exceed €0.3M per project.

The Fund may not invest in turn-around or distressed debt cases. Though, the Fund may participate in Special Purpose Vehicles (SPAC or others), for purposes that serve its investment policy and goals and may offer Replacement Capital by purchasing a minority stake of existing shares in a company, from another private equity firm or from another shareholder(s) or investor(s), only if said purchase is combined with new capital representing at least 50% of each investment round into the potential funding target.

By achieving its goals, the Fund targets a 5x cash-on-cash multiple in 6 years or an IRR of 30-33%.

The Fund plans to syndicate with leading VC partners for subsequent rounds aiming to maintain pro rata participation, protect investment rights and fully exploit the opportunities created.

The Fund, in order to support its investment scope, may hold cash or cash equivalents.

The Fund will take all necessary steps to protect its interests including measures such as:

- Required Board representation,
- Ensuring key Board matters (M&A, capital raisings, asset divestitures, etc.) are reserved matters requiring unanimous Board approval,
- Minority shareholder protection clauses in Articles of Association and Shareholders' Agreement such as tag-along rights, rights of first refusal etc.,
- Ensuring that the required voting majority to pass shareholders' resolutions cannot be obtained without the Fund share,
- Regular reporting and communication with the company management, other shareholders and other stakeholders,
- other measures as appropriate

There can be no assurance that the investment objective of the Fund will be attained.

## INVESTMENT PROCESS

During the investment selection process, the Fund shall concentrate on the qualitative analysis of the investment opportunities, looking at the following differentiators:

- Strong, protectable IP with clear origins and ownership
- Diverse teams with track record and adequate cost structure
- Proof of concept and confirmed interest (hard or soft) from the target industrial partners
- Potential for industrial acquisitions and backing in the later rounds
- Substantial innovative step

The Fund will follow an organized and well-documented investment process. The investment process is aimed at providing exhaustive research on the investment opportunity, thorough due diligence and efficient deal closing, corresponding to the strategy and criteria of the Fund. On average the investment process is expected to last 1-2 months, from initiation of discussions/ negotiations to closing. The following sections are summarizing the key steps and cornerstones of the deal-making points.

1. Identification of investment opportunity from the accumulated dealflow and preliminary review (projected time – 1-2 weeks)
  - o Business case initial review and formulation
    - Review of basic non-confidential supporting documentation, such as the company's investment deck, one-pagers, etc.
    - Series of calls with founders/management
  - o Internal discussion within the Fund's weekly investment committee, check against basic investment criteria and potentially evident red flags. Provided that the initial information is satisfactory and the investment opportunity is evaluated as potentially fundable, an in-depth analysis of the said opportunity will follow.

2. In-depth Investment Analysis and Valuation (projected time – 2-4 weeks)
  - o After relevant non-disclosure documentation is being signed (if applicable), the Company provides all necessary information for assessment and documentation of the business model, operations and organizational structure, legal standing, relationships with customers and key suppliers.
  - o Two rounds of due diligence are being conducted:
    - Technological D/D – done in direct cooperation with the members of the Scientific Advisory Board, main focus on uniqueness of IP, as well as competitive strength of its potential market position, considering the road-to-market time and the acquisition trends in the industry within the time frame of the Fund’s holding period. Also includes thorough team background screening.
    - Legal D/D – performed by the Fund’s legal counsel with an aim to review all legal documentation of the company, re-confirm clear asset ownership structure and mitigate the risks of 3<sup>rd</sup> party claims on the intangible/IP assets.
  - o Valuation based on industry specific methodology, adequate to the current development and funding stage of the Company.
  - o Offer of a Term Sheet, including the key considerations from the phase, and expected terms and pricing, as agreed by the Fund’s investment committee.
3. Negotiation and Transaction Structuring (Projected time – 1-2 weeks)
  - o Negotiate terms and investee valuations, signing the Term Sheet.
  - o Drafting of a preliminary SPA subject to the due diligence process and gaining of Investment Committee and/or Supervisory Board approval.
  - o Finalizing SPA, deal closure.

To meet its investment goals, the Fund offers the following Seed funding tickets, depending on the Portfolio Company’s stage and capital requirements in the applicable round:

- Minimum: €0.5M
- Maximum: €1.0M
- Maximum funding in exceptional cases: €1.5M

For those investments that will make it to the growth stage a Follow-on total investment of up to €2.25M is anticipated.

The Fund plans to acquire stakes in Portfolio Companies either by equity or quasi-equity participations. Equity participation could include (indicatively), ordinary, preferred, redeemable shares, stock or interests, option titles (warrants) or other securities or interests giving the right to participate in equity. Quasi Equity participation could take the form of convertible, exchangeable, or profit participating notes, debentures, or bonds.

#### **Post-Investment Policies and Value-Adding Policies**

The fund will strive to maximize value creation by following policies that will provide in-direct and direct support to its portfolio companies. The following shall be considered as assistance measure, in any case needed:

- Providing access to its network of industrial and academic partners, advisors to help with facilitating the needed industrial introductions/ networking, sourcing additional expertise and adding value to the business and Company's value proposition
- Representation in the Board of Directors of the target company and in other governing bodies
- Implementing best-in class policies for reporting, financial and operational management, marketing and sales
- Advisory on the financial management of the company, including support in seeking external funding from credit institutions
- Management coaching

Strategies for increasing post-investment value of the investees, will play a major role in the investment decision process. The fund will carefully evaluate the potential for value creation from the implementation of such strategies, prior to an investment decision.

### **Diversification Strategy**

The Fund will reduce the investment risk by deploying a diversifying investment strategy and by capping its exposure to any single investment up to €3.75M. Follow-on investments will be evaluated on the ground of past performance and the upside potential of the portfolio company, as well as on the alignment of the said investment with the Structure's long-term investment goals. The fund shall further diversify between the above-mentioned sectors of Geroscience R&D, P4 medicine and Agetech, allocating capital in both clinical/interventional and innovative non-interventional business proposals.

### **Investment Exit Strategy**

The Fund's management has significant expertise in both local Merger and Acquisition ("M&A") and capital markets transactions and will employ a broad range of investment exit strategies that have been identified to provide viable exit options. In order to maximize its investment returns, the Fund will follow predetermined time-horizon and exit strategies for each particular investment. The potential exit strategy alternatives will be stated in the investment agreements, signed between both parties (the Fund and the financing beneficiaries) at inception of the investment. The Fund will typically seek exits through one or through a combination of the following options:

- Sale to a third party:
  1. to a strategic acquirer through an M&A;
  2. to another private equity firm, (e.g., "secondary sale");
- Sale to other shareholders in the business;
- Buy-out by the management team (entrepreneur);
- Initial Public Offering (IPO).

In terms of its standard operation procedures and investment policy, the Fund is positioned among the best in the industry, allowing it to aim at top quartile VC fund performance.

### **TARGET MARKETS**

The Fund is sector-focused and does not have any legal restrictions on its geographic focus.

## **TAX EFFICIENT STRUCTURING**

The Fund will seek to structure its investments in a manner that is tax-efficient for the Fund, with respect to generated income. Prospective Investors should consult with their own tax advisors the consequences of making an investment in the Fund.

## **BORROWING AND LENDING**

The Fund shall not borrow in its course of its business. The only exception to this rule is that the Fund can open a short term overdraft line of amount up to EUR 50,000 (which typically will be in the form of operational overdraft facility). The Fund shall not lend to, or act as guarantor on behalf of, third parties.

# **5. THE ISSUE**

## **SUMMARY OF THE SUBSCRIPTION AND ISSUE OF INVESTOR SHARES**

All Investors convert on corresponding Closings (First and Subsequent), their monetary Commitments to Fund Sharing Percentages, by dividing each such Commitment to the current total Commitments.

The rights deriving from the Investor Shares, as set forth in Section 5 – Share Characteristics, shall be exercised in accordance with the percentage they represent in the Portfolio of the Fund (pro rata); except for the voting rights, which are exercised only with a whole Management Share, if such rights are attached thereto.

Investor Shares shall always be issued in registered form, in the name of the Investor Shareholder of record and may be sub-divided into various Classes, as these may be further described in this Prospectus (if applicable). Subscriptions and Redemptions shall take place in accordance with the provisions of the AIF Law, the Articles, this Information Memorandum and the Subscription Agreement.

The valid acquisition of Investor Shares requires the submission of a duly completed and signed Subscription Application addressed to the External Manager either in writing or electronic form, the acceptance of the Articles. For the avoidance of doubt, the signing of the Subscription Agreement is tantamount to the acceptance of the Articles.

The Directors or the External Manager acting on behalf of the Fund, reserve the right to reject any Subscription Application at their discretion. The latest point in time for the submission of Subscription Applications, is provided in the Articles and is further described below herein. Prior to the signing of the Subscription Application, the External Manager or any of the Eligible Distributors acting on its behalf, shall provide the relevant applicant, free of charge, with the Information Memorandum, the Articles, the Subscription Application and the latest Annual and Semi-annual reports, where available. Where the prospective Investor Shareholder qualifies as a Well-Informed Investor, the External Manager or any of the Eligible Distributors acting on its behalf, shall also make available to such investor the relevant KID.

Each Investor Share is being linked to the common investment objective of the Fund. Investor Shares may be issued for free, under the conditions provided in the Articles.

Where an IOP applies with respect to Investor Shares offered, such period will be further specified in this Prospectus.

The issue and allotment of Investor Shares follows the submission of a Subscription Application, which also includes the relevant agreement and the acceptance of the relevant application by the Fund or the External Manager, acting on behalf of the Fund.

The payment of Commitments upon Capital Calls may take place in cash, by depositing the applicable amount in a bank account opened with a credit institution in the name of the Fund or in the name of the External Manager, acting on behalf of the Fund or in the name of the Depositary, acting on behalf of the Fund.

## **SHARE CHARACTERISTICS**

Below is a summary of the rights and characteristics of the Shares issued by the Fund, subject to the provisions of the Articles.

### **The Management Shares**

The Management Shares shall:

- Carry voting rights in respect of all matters to be resolved in a general meeting of the Fund;
- Not be entitled to participate in any Distributions, to be made out of the profits of the Fund;
- Not be redeemable, and
- On a return of capital, on a winding up or otherwise:
  - have the right of capital repayment, after the return of capital paid up on the Investor Shares; and
  - after the return of capital, not be entitled to the surplus of the Fund's assets.

### **The Investor Shares**

The Investor Shares:

- Shall not confer upon the holders thereof the right to receive notices or to attend and vote at any general meeting of the Fund, unless as otherwise stipulated in the Articles;
- Shall be transferable and redeemable, in accordance with the provisions of the Articles and the Information Memorandum, providing shareholding rights such as right of First Refusal, etc.;
- Shall not have any right of use on the Fund's assets;
- Shall be entitled to participate in any Distributions to be made out of the profits thereof.

Investor Shares participate in the profits of the Fund and upon liquidation of investments in Portfolio Companies, in any Distributions of the Fund-with the provisions of the Articles.

Liquidation Proceeds will be paid in cash in the Base Currency of the Fund. If for any Proceeds cannot be paid in cash, it is possible that the equivalent value of such proceeds can be distributed in kind, on a pro-rata basis and in good faith, pursuant to procedures established by the External Manager, following the common market practice.

The Fund reserves the option to provide additional benefits to anchor Investors, (such Investor shall be defined by the size of its capital commitment exceeding €5.0M and its ability to improve Fund's operational efficiency), where such benefits shall not relate to profit distributions or any other benefits hindering the ability of other Partners to be treated on a pro-rata basis.

For the avoidance of doubt, the Fund will not grant to any Investor preferential treatment by means of side-letters or any other instruments, whatsoever.

**Rights of First Refusal:** When the Investor (“Transferor”) obtains from a Third Party a bona fide offer (a “Third Party Offer”) to purchase a number of the Investor’s Shares held by the Transferor for cash and the Transferor is willing and able to accept the Third-Party Offer, the Transferor shall give notice thereof (the “First Refusal Notice”) to the other Investors. A Third-Party Offer shall not provide for any consideration other than cash consideration. The First Refusal Notice shall state that the Transferor has received an offer which the Transferor is willing and able to accept, and that the offer is bona fide and shall be accompanied by a copy of the Third-Party Offer and details as to the identity and business of such Third-Party and of any Person who controls such Third-Party. The External Manager acting on behalf of the Fund may reject the Offer in whole or in part in their absolute discretion without liability.

Rights of the Other Investors Upon Receipt of First Refusal Notice.

Each of the Other Investors shall have the right, exercisable by notice given to the Transferor, within 30 days after receipt of the First Refusal Notice:

- (a) to agree that such Investors will purchase their Proportionate Interest of the Investor’s shares held by the Transferor or, if such Investors wish to purchase less or more than their Proportionate Interest, to indicate how many Investor’s Shares less or more than their Proportionate Interest they wish to purchase on the terms and conditions contained in the Third-Party Offer;
- (b) to agree that the Transferor may sell all the Investor’s Shares held by it to the Third-Party on the terms and conditions contained in the Third-Party Offer, provided that, prior to completion of such sale, such Third-Party and any Person Controlling such Third Party become subject to all the obligations of the Transferor under this Agreement and agree that such Third-Party shall become.

#### **PLEDGING OF INVESTOR SHARES**

No Investor Shares can be pledged.

## **6. SUBSCRIPTION OF INVESTOR SHARES**

#### **ELIGIBLE INVESTORS**

Investor Shares are made available to and may at all times be acquired or held, be it by means of Subscription, transfer, succession or any other manner whatsoever, by Professional or Well-Informed



Investors only. Where Investor Shares are, for any reason whatsoever, held or end-up to be held, individually or jointly, wholly or partly, for a limited or unlimited period of time, by a person not qualifying as a Professional Investor or Well-Informed Investor, such shares will be, following a notice period of not less than 30-calendar days, subject to a compulsory Redemption at the applicable Redemption Price minus any applicable fees, costs and relevant expenses. Where the said compulsory Redemption takes place during the IOP, the applicable price for such Redemption will be the Subscription Price minus any applicable fees, costs and expenses.

## **FUND SUITABILITY**

The Fund is only suitable for the risk-tolerant investor who, while seeking investments that offer targeted opportunities to maximize return, can tolerate the unavoidable, and occasionally substantial fluctuations in the values of its investments. The high risks associated with the operations of this Fund make it probable that the Fund may lose value from time to time, and expectations of high returns and risk tolerance will be offset by the possibility of incurring significant losses on the capital invested.

## **SUBSCRIPTION PROCEDURE**

A valid Subscription requires a duly submitted Subscription Application, which also includes the relevant agreement, the acceptance of the Articles by the Investor, the Commitment, and the acceptance of the said application by the External Manager, acting on behalf of the Fund. Prior to signing and the submission of the Subscription Application, either during the IOP or onwards, the External Manager or any of the Eligible Distributors acting on its behalf, shall provide the Investor, free of charge, with the:

- (a) Information Memorandum;
- (b) Articles;
- (c) Latest historical performance of the Fund;
- (d) Subscription Application, which also includes the relevant agreement; and
- (e) Latest annual and Semi-annual reports, where available.

In addition to the above, the External Manager or any of the Eligible Distributors acting on its behalf, shall disclose to the relevant applicant the latest applicable NAV. Where the prospective Investor Shareholder qualifies as a Well-Informed Investor, the External Manager or any of the Eligible Distributors acting on its behalf, shall also make available to such investor the relevant KID.

The Fund or the External Manager acting on behalf of the Fund, reserves the right to reject any Subscription Application at their discretion.

The payment of the Subscription Price may take place only in cash, by depositing the applicable amount in a bank account opened with a credit institution in the name of the Fund, or in the name of the External Manager acting on behalf of the Fund, or in the name of the Depositary acting on behalf of the Fund.

## **Initial Offering of Investor Shares**

Throughout the Initial Offering Period, the Fund is expected to raise sufficient Commitments which later will be drawn in one or several capital calls prior initiating investments, excluding commissions,

set up and other fees. In order to finance the corresponding Portfolio Investments and the payment of the Management Fees and other Fund Expenses, the External Manager shall provide-at such dates that serve the Fund's investment strategy-each investor with a Drawdown Notice, requesting to pay part of its unpaid Commitment.

The latest point in time for the submission of a valid Subscription Application for purchasing Investor Shares at the Subscription Price during the IOP, is the IOP's Last Subscription Day. Investor Shares purchased at the Subscription Price, shall as well be issued on the Dealing Day following the IOP.

The initiation of investment operations is conditional upon a minimum capital raise of €500,000 before expenses, being raised no later than the Last Subscription Date, otherwise becoming unconditional. In the event of not completing the minimum capital raise by the Last Subscription Date, the amount collected will be returned to the Investors.

If no Subscription Applications are submitted or accepted (as the case may be) from the Initial Subscription Day until the Last Subscription Day of the IOP then a Subsequent Offering Period will be determined by the External Manager or Directors; during which Subscription Applications for the Fund will be accepted at the Subscription Price relating to this Subsequent Offering Period. The Fund intends to use the total committed capital during the IOP or the Subsequent Offering Period (as the case may be) as consideration for the future investments of the Fund in the Target Market. The Fund or the External Manager acting on behalf of the Fund, reserves the right to reject any Subscription Application at their discretion.

Subscription Applications received after the expiry of the IOP (or the Subsequent Offering Period), will be processed at the immediately next following Dealing Day.

#### **Subsequent Subscriptions of Investor Shares following the IOP (Subsequent Closings)**

The External Manager shall have full power and authority to schedule one or more additional closings (each such closing, a "**Subsequent Closing**") on any date not later than the last Business Day of the Commitment Period, to admit one or more additional Investors and to allow any existing Investor to increase its Commitment to the Fund (each such Person, a "**Subsequent Closing Investor**"). Each Subsequent Closing Investor shall be treated as if it has been admitted, or as if the increase has been included in its Commitment, at the Initial Closing Date. Subsequent Closing Investors purchase the relevant Investor Shares at the Subscription Price. Said Investor Shares shall be issued on the Dealing Day of the applicable Subsequent Closing.

Prior to admitting any Subsequent Closing Investor to the Fund, the External Manager shall determine that the following conditions are satisfied:

- i. the Subsequent Closing Investor shall have executed and delivered a Subscription Application, which also includes the relevant agreement, the acceptance of the Articles by the Investor, the Commitment, and the acceptance of the said application by the External Manager acting on behalf of the Fund; and
- ii. the Subsequent Closing Investor shall have either contributed or, with the consent of the Fund, unconditionally agreed to contribute to the Fund the amounts specified below:

Each Subsequent Closing Investor shall participate in the Portfolio Investments made and Fund Expenses incurred before its admission to the Fund, pro rata to their respective Commitments, with the Investors admitted prior to the admission of such Subsequent Closing Investor (the “**Prior Investors**”) by:

- i. contributing to the Fund, on or after the date of its initial admission or the acceptance of increased Commitment by the External Manager, the same proportion of its Capital Contribution as would have been drawn down from such Subsequent Closing Investor if it had been admitted, or if the increase had been included in its Commitment, at the Initial Closing Date (the “**Equalization Payment**”); plus,
- ii. paying to the Fund an amount calculated as interest at a rate per annum equal to 5% (the “**Equalization Interest**”), on such Equalization Payment computed from the Due Date specified in the Drawdown Notices relating to the corresponding Capital Contributions advanced by Prior Investors until the Due Date specified in the Drawdown Notice issued in connection with the Subsequent Closing Investor’s admission (the “**Additional Payment**”).

Any Equalization Payment and any Additional Payment received by the Fund, shall be distributed to the Prior Investors pro rata to their Capital Contributions at such time. Prior Investors who may want to increase their participation in the Fund by subscribing commitments at Subsequent Closings, may do so without being obliged to pay the Equalization Interest.

Additional Payments contributed by a Subsequent Closing Investor shall not be treated as Capital Contributions and shall not reduce such Subsequent Closing Investor’s Remaining Commitment. In contrast, Equalization Payments contributed by a Subsequent Closing Investor shall be treated as Capital Contributions and shall reduce such Subsequent Closing Investor’s Remaining Commitment. The External Manager shall appropriately adjust the Investors’ Capital Contributions, Sharing Percentages and Remaining Commitments and any other relevant items to give effect to the intent of the foregoing.

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

The Minimum Subscription and Minimum Additional Subscription for the Fund are €200,000 and €100,000, respectively. The Directors may, in their discretion, or as otherwise may be delegated to the External Manager, waive or modify such minimum limits.

#### **No withdrawal of funds**

No Investor shall withdraw, cancel or revoke any part of its Commitment, except as provided in Section 20 - Compulsory Exits of this Prospectus.

#### **Subscription Application and Subscription Agreement**

The Subscription Application also includes the agreement that will be signed between the Fund and each Investor subscribing for Investor Shares, individually or jointly with others (the “**Subscription Agreement**”); provided that any Investor will be qualified at all times either as Professional or as Well-Informed Investor. The Subscription Agreement lays down the terms which the Investors should

have knowledge of and accept, in order to subscribe for Investor Shares, in particular the acceptance of the Articles.

The Investor(s) will have to fill out the Subscription Agreement which evaluates his/their suitability for the investment in the Fund. The Subscription Agreement contains all the information required in order for the Investor to be subscribed in the Fund. Such information includes among others personal data of the Investor, subscription amount, adherence to the terms of the Articles, additional holders if any, details of the beneficial owners of the Investor Shares in question, bank details etc.

All Investors requesting to invest in the Fund, must complete the required documents mentioned in the Prospectus. By executing the Subscription Agreement, the Investor acknowledges and confirms the exact amount of funds that he will invest in the Fund (total amount of commitment), which will be released upon request by the External Manager within specified periods. The total commitment amount can be drawn on one or several installments by the External Manager, in accordance with the Subscription Agreement.

Upon failure of a Unitholder to make a contribution as per the executed Subscription Agreement, the External Manager will notify such Unitholder for any such default in writing, with a request for immediate payment within a maximum of fifteen (15) Business Days period (as from such notification) of the amount due, plus a 5% interest charged on the defaulted amount from the day on which the respective payment was due until the day on which it is actually received by the Fund, plus any costs incurred by the Fund in connection with such default. Provided that such Unitholder does not manage to successfully pay his Commitment within the fifteen (15) Business Days period of such notification as mentioned above, then the said Unitholder becomes without further notice in default (Defaulting Unitholder) and his total Commitment (paid and unpaid) will be transferred to a third party or to existing investors via a mandatory auction (with a total duration of 30 days), run by the External Manager-following the Market standard practices.

Any proceeds received from such auction may be used to cover any auction or transfer related expenses, off-set any outstanding obligations of the Defaulting Unitholder towards the Fund (indicatively, the penalty interest charged on the defaulted amount) and the remainder shall be returned to the Defaulting Unitholder as a final and unchallenged settlement of its participation in the Fund.

All new Unitholders that will acquire the auctioned Units, will have to equalize their participation in the Fund, by paying the "Equalization Payment" (as defined in the Information Memorandum) and provided that they are not existing Investors, they will have to also pay the "Additional Payment" (as defined in the Information Memorandum).

In case that any portion of the Defaulting Unitholder's Commitment has not been transferred under the Auction Procedure mentioned above, the Administrator shall have the right to forfeit such remainder of such defaulting Unitholder's Units, to the benefit of the other Unitholders. Following the transfer of the Defaulting Unitholder's Commitment, if any, and the forfeiture of the remainder of its Units, if any, the Defaulting Unitholder shall cease to be a Unitholder in the Structure.

If no Capital Contributions have been paid prior to the default, then the External Manager shall seek a new or existing willing Unitholder to transfer the unpaid Commitment.

The external Manager at its own discretion, provided that any unpaid commitment of the Defaulting Unitholder has already been or will be successfully transferred and all default-related liabilities have been settled, may determine to reduce any portion of such Defaulting Unitholder's Commitment to the amount of the Capital Contributions already being made-successfully and in time-by such Defaulting Unitholder. In addition, the Defaulting Unitholder shall have no right to make any Capital Contributions thereafter (including the contribution as to which the default occurred) and its commitment percentage shall be deemed amended to reflect such reduced Commitment.

No part of any distribution shall be paid to any Defaulting Unitholder from which there is amount due and owing to the Structure, at the time of such distribution. The Administrator shall apply all or part of any such withheld distribution in satisfaction of (a) interest due or any other amount due to the Fund, including any dully documented expenses incurred with regards to such Unitholder's default, and (b) any Drawdown and unpaid Commitment then due to the Fund. No interest shall be payable to the Unitholder on the amount of any distribution withheld by the Fund pursuant to this clause.

Following such a default, the External Manager shall make an additional Capital Call requesting the remaining Unitholders to cover the Defaulted Amount pro rata to their Commitments, excluding the Defaulting Unitholder's Commitment. Any such amount paid shall be normalised towards each Investor's Commitment percentage in the Fund. In case that Non-Defaulting Unitholders' Commitments have been exhausted, then the External Manager in order to cover the defaulted amount and place successfully the investment, may a) request the Non-Defaulting Unitholders to increase the Value of their Commitment pro-rata up to the value of the (missing) defaulted amount b) seek co-investor who will provide the funds equal to the defaulted amount c) abort the current investment opportunity or prolong the investment process until the unpaid commitment of the Defaulting Unitholder is transferred to a new Unitholder.

If such unpaid commitment of the Defaulting Unitholder for any reason cannot be transferred to a new Unitholder successfully, the Administrator shall have the right to forfeit such unpaid Commitment of such defaulting Unitholder's Units, to the benefit of the other Unitholders.

Upon the default of a Unitholder and for as long as such default occurs, all of its rights are suspended; and any representative of the defaulting Unitholder in any board or committee relevant to the Structure, shall automatically be excluded from such participation.

In addition, the Subscription agreement includes all the required documents that need to be submitted from the prospective or existing (in case of subsequent Subscription) Investor, in order for the Board of Directors or otherwise as may be delegated to the External Manager, to be able to evaluate whether the Investor is proper and fit in accordance with the requirements of the Law on the Prevention and Suppression of Money Laundering and Terrorist Financing of 2007 as amended from time to time (L. 188(I)/207) (the "**AML Law**") and CySEC's AML Directive. The documentation requested to be obtained is also needed for the "Know Your Customer" ("**KYC**") and Anti-Money Laundering ("**AML**") procedures to be followed by the Fund, subject to the requirements of the AML Law. The Subscription Agreement also includes the representation and warranties that each party will have to make to each other as part of the agreement. These "reps and warranties" are statements according to which, one party gives certain assurances to the other, and on which the other party can rely.

The Investor can be either an Individual; in this case all the below documentation is mandatory to be collected, or a legal entity, provided that the regulatory criterion of a person being at all times either a Professional or a Well-Informed Investor is complied with.

### ***Identification of Individuals***

An Individual must provide the following documentation:

- Certified true copy of the identity card or passport (valid with photograph and signature specimen included);
- Recent proof of address in the person's name. Examples of documents accepted are recent utility bills (up to 6 months), local authority tax bill or a bank statement or any other document same with the aforesaid, to verify permanent address;
- Source of funds to be invested in the Fund;
- Evidence that such individual is a Professional Investor or a Well-Informed Investor (as the case may be).

### ***Identification of legal entities or arrangements***

A legal entity must provide the following certified documentation, as a minimum, before a Subscription Agreement can be processed:

- Legal Structure chart showing all intermediate entities up to the UBO;
- Memorandum and Articles of Association (Certified);
- Certificate of Incorporation (Certified);
- Certificate of Directors and Secretary (Certified);
- Certificate of Registered Address (Certified);
- Certificate of Shareholders (Certified);
- Certificate of Good Standing (Certified), where applicable;
- Personal Information on Directors and UBOs as required by section "***Identification of natural persons***";
- Source of funds to be invested in the Fund;
- Evidence that such entity or arrangement is a Professional Investor or a Well-Informed Investor (as the case may be).

### ***Identification of Credit or Financial Institutions or Collective Investment Schemes/Funds, mutual funds and firms providing financial or Investment Services.***

- Practicing License;
- Prospectus/Offering Documents.

The Board of Directors, or as may be delegated to the External Manager or the Administrator (being currently the External Manager), reserves the right to request additional information on an Investor's background or expect more information regarding source and origin of funds to be invested in the Company, if deemed necessary.

### **Application Procedure**

During the IOP, Investor Shares may be subscribed directly through the Administrator or the External Manager at the Subscription Price, starting from the Initial Subscription Day until the Last Subscription Day (between 09:00 – 17:00 Cyprus time, GMT +2). Completed Subscription Applications including Subscription Agreements, must be provided to the Administrator or the External Manager in writing by electronic mail or facsimile or by such other means as may be prescribed by the Directors. Original completed Subscription Applications, including the relevant Subscription Agreements, must have been mailed promptly by post and no later than the Last subscription Day, along with any supporting documentation required to prevent money laundering.

Following the IOP, Subscription Applications including Subscription Agreements, can be submitted until Close of Business (17:00 hours Cyprus time, GMT +2) at the relevant Subsequent Closing. Completed Subscription Applications (including Subscription Agreements), must be provided to the Administrator or the External Manager in writing by electronic mail or facsimile or by such other means as may be prescribed by the Directors. Original completed Subscription Applications, including the relevant Subscription Agreements, must have been mailed promptly by post and no later than the applicable Subsequent Closing, along with any supporting documentation required to prevent money laundering.

All completed Subscription Applications, including Subscription Agreements, received by the Administrator prior to the applicable Closing Date, shall be processed and effected. Any completed Subscription Applications, including the relevant Subscription Agreement, received by the Administrator after the applicable Closing Date, will not be processed on the immediately next following Dealing Day but on the Dealing Day following the latter. Investor Shares will be issued one (1) Business Day after the applicable Dealing Day.

Any application for Subscription shall be irrevocable.

The Directors are authorised to close or restrict the Fund to new Subscriptions, either for a specified period or until they otherwise determine; either in respect of all or for new Investors only.

#### **Payment Procedure Pursuant to a Drawdown Notice**

Pursuant to a Drawdown Notice each Investor shall pay the relevant Capital Contribution called as per the Drawdown Notice, no later than one (1) Business Day prior to the date on which such Drawdown is due and payable (the “**Due Date**”), as per the Subscription Agreement in the Reference Currency of the Fund.

#### **Notification of Transaction**

Provided all documentation required has been received, in accordance with the procedure described above herein, a confirmation letter will be sent by the Administrator to the subscribing Investor (or its nominated agent if so requested by the Investor) by ordinary post, electronic mail or facsimile as soon as reasonably practicable, providing full details of the transaction.

#### **Rejection of Subscriptions**

The Directors or the External Manager acting on behalf of the Fund, may reject any Subscription Application in whole or in part, and they may at any time and from time to time and in their absolute discretion without liability and without notice, discontinue the issue and sale of Investor Shares in

the Fund. If any application for Subscription is not accepted in whole or in part, the subscription monies or the balance outstanding will be returned without delay to the subscriber by post or bank transfer, at the subscriber's risk and without any interest payable.

### **Subscription Through Nominees**

Any Investor will only be able to fully exercise his rights directly against the Fund, if the investor is registered himself and in his own name in the Register of the Fund. In cases where an investor invests in the Fund through an intermediary, investing into the Company in his own name but on behalf of the investor (a "**Nominee**"), it may not be possible for the investor, unless the Articles otherwise provide, to exercise certain rights directly against the Fund.

For the avoidance of doubt, in cases where a Nominee invests into the Fund in his own name but on behalf of several other persons, any applicable Minimum or Additional Subscription and/or holding amounts will be assessed at the level of the Nominee, without applying any look-through to the level of the individual underlying investors. The same test applies at the level of the Nominee, in order to determine whether such nominee qualifies as a Professional Investor or a Well-Informed Investor.

### **Money Laundering Prevention**

Investors should note that the Directors may refuse to accept a subscription request if it is not accompanied by such additional information as they may reasonably require, including without limitation, information required for money laundering verification purposes.

Pursuant to applicable Cyprus laws and regulations comprising but not limited to the **AML Law** and **the CySEC's Directive as amended from time to time** and any relevant **CySEC Directives and circulars** issued from time to time, the Fund must comply with anti-money laundering and financing of terrorism procedures.

As a result, the Administrator must principally ascertain the identity of the subscriber and beneficial owners, in accordance with Cypriot laws and regulations. The Administrator may require subscribers to provide any document may deem necessary to effect such identification. In any case of delay or failure by an applicant to provide the required documents, the application for subscription will not be accepted.

Neither the Administrator nor the Company shall have any liability for delays or failure to process deals, as a result of the applicant providing none or incomplete documentation.

Investors may be requested to provide additional or updated identification documents from time to time, pursuant to ongoing client due diligence requirements under relevant laws and regulations, as well as internal requirements.



# 7. FUND STRUCTURE

## THE STRUCTURE

The Fund is registered to operate as a RAIF with one Investment Compartment (single scheme), in accordance with Article 134 of the AIF Law. The Fund will invest in seed and pre-A stage private equity assets.

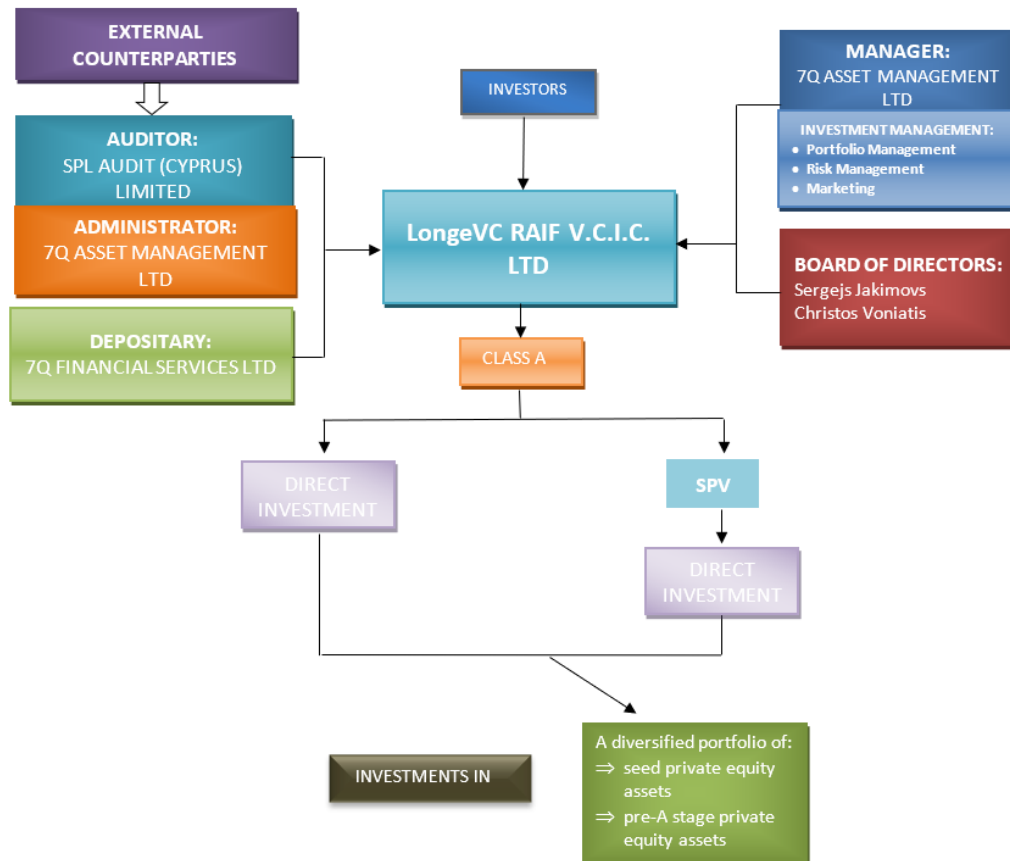
The Fund offers one (1) class of Investor Shares.

The Fund will invest either directly or by committing to Project Companies (SPVs) the minimum level of capital required to formulate its investment strategies.

The chart below shows the structure and procedures followed by the Fund.

For tax purposes, the Fund may hold its investments in projects through wholly-owned intermediate entities or joint ventures, which in turn will own wholly-owned local subsidiaries or joint ventures incorporated under the applicable legislation of the Target Markets.

### CHART OF ORGANISATIONAL STRUCTURE



## **INITIAL CAPITAL**

The Fund is under the obligation provided under the AIF Law to attain, within twelve (12) months from the date its registration was granted, at least five hundred thousand euros (€500,000) worth of capital from Investors. The CySEC may, upon the submission of a written request by the External Manager, extend the said period to another twelve months if this is deemed necessary due to the specific circumstances of the case. Without prejudice to the powers of the Directors to decide the dissolution of the Fund pursuant to the provisions of the Articles, where the Fund fails to raise the aforesaid minimum amount within the prescribed time period, such compartment will be dissolved and liquidated.

## **JOINT VENTURES**

If the Fund intends to enter into any joint venture entity, the participation of the Fund in such joint venture entity will be either through Project Companies or through local entities, wholly owned by the Project Companies.

# **8. FINANCIAL YEAR**

The Company's financial year ends on 31<sup>st</sup> December of each year and the first financial year of the Company shall begin on the incorporation of the Company and shall end on 31<sup>st</sup> December 2021.

The accounts of the Company shall be presented in EURO, being the Reference Currency.

The Company is a RAIF, whose External Manager is an AIFM. As a result, the Company is under the obligation to produce its annual report, in accordance with the provisions of Article 29 of the AIFM Law. The content of the annual report has to comply with content requirements of Article 29(3) of the AIFM Law, as such Article is further substantiated under Chapter V of the AIFM Regulation. As at the date of production of this Information Memorandum, the Company has not produced its first annual report yet. The said report can be obtained upon request from the Administrator.

# **9. FUND'S LIFE-AMENDMENTS TO THE ARTICLES AND GOVERNING LAW AND JURISDICTION**

## **FUND'S LIFE**

In accordance with the provisions of the Subscription Agreement and the Articles, the existence of the Fund shall have duration of 6 years which may be extended by up to one year as deemed reasonably necessary by the Directors. In case of changes thereto, approval from CySEC will be sought and the Articles and the Information Memorandum, will be amended accordingly.

The Fund shall make investments subject to the Investment Period, as defined in the section of definition.

#### **AMENDMENTS TO THE ARTICLES**

The Articles can be amended pursuant to a decision of the holder of Management Shares, and any such amendment must also be approved by the CySEC. It is stressed that any amendment to the Articles is valid only if it is approved by CySEC, such approval ensuring the lawfulness of the relevant amendment and whether sufficient consideration has been made to protect the Investor Shareholders affected therefrom. The valid amendments shall be communicated immediately by the External Manager to the Investor Shareholders and shall be binding upon them. The Investor Shareholders affected, shall have the right to request redemption or repurchase, in accordance with the provisions of the Articles prior to their amendment:

- (a) the Investors shall have the right to request the redemption or repurchase of their units within three (3) months from the date of the notification of the amendment to the Articles and the Information Memorandum.

#### **LAW AND JURISDICTION**

The Fund shall be governed by its Articles the Laws of Cyprus and any dispute arising between Investor Shareholders and the Fund shall be subject to the exclusive jurisdiction of the Cyprus' Courts. The legally binding documents in the relationship between the Investor Shareholders and the Fund, are the Articles and the Subscription Application, including the relevant Subscription Agreement, whereas the Information Memorandum, shall have legal effect only to the extent that relevant reference is made in the Articles hereto. The Fund complies with the provisions of the AIF Law and the CySEC Directives issued in its implementation. The recognition and enforcement of any judgments against the Fund, the External Manager or the Depositary delivered by a Cyprus court, does not require further legal instruments, since the respective registered office of the Fund, the External Manager and the Depositary are located in Cyprus. Should a non-Cyprus court deliver a judgment against the Fund, the External Manager or the Depositary on the basis of local applicable law, the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and Page 47 of 73 enforcement of judgments in civil and commercial matters, the Lugano Convention of 30 October 2007 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or Cyprus' private international law, as the case may be, is applicable.

## **10. CONFLICTS OF INTEREST**

The Directors, the External Manager, the Depositary, the Administrator, and the Auditor in the course of their respective businesses, may have potential conflicts of interest with the Fund and/or the Investors. Each of the Directors, the External Manager, the Administrator and their affiliates 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 Directors, the External Manager, the Depositary, the Administrator and their affiliates may engage in such business activities in the future, provided that their performance in relation to the Fund is not impaired. The Directors, the External Manager or the Administrator 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.

For the avoidance of any conflicts of interest between the depositary, the AIFM, the RAIF and/or its investors and for ensuring compliance with Article 23 (6) of the AIFM Law, the External Manager shall not act as depositary for that RAIF, unless it has functionally and hierarchically separated the performance of its depositary functions from its tasks as prime broker and the potential conflicts of interest are properly identified, managed, monitored and disclosed to the investors of the Fund. Delegation by the depositary to such prime broker of its custody tasks in accordance with section 26 of the AIFM Law is allowed if the relevant conditions are met.

In the event that the Directors, the External Manager, the Depositary, the Administrator 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 interests, they 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 Directors, the External Manager, the Depositary and the Administrator are expected to act honestly, fairly, professionally, independently and in the interest of the Fund and the investors of the Fund.

In accordance with section 25(2) of the AIFM Law, the depositary shall not carry out activities with regard to the Fund or the External Manager on behalf of the Fund, that may create conflicts of interest between the Fund, the investors in the Fund, the External Manager and itself, unless the depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks, and the potential conflicts of interest are properly identified, managed, monitored and disclosed to the investors of the Fund.

In evaluating these potential conflicts of interest, an Investor should be aware that the Directors have a responsibility towards the Investors to exercise in good faith and with fairness all dealings affecting the Company. The Fund shall be able to assess investment opportunities that have a record of involvement in the past with any of the Fund's management team members.

The Fund may as well invest in up to five (5) Portfolio Companies related to Affiliated Entities, provided that each such investment will be fully disclosed to Investors and may not exceed €1.0M per project.

Any receipts or any kind of benefits received directly or indirectly by any members of the External Manager, the Expert Advisors or any of their respective Affiliates relating to the Fund's core operational activity (Investments, divestments, holding & monitoring of participations or co-investment opportunities), including without limitation transaction fees, service fees, advisory fees, management fees etc., shall be reported (in the quarterly reports) to the Investors and shall be offset 100% against the Management Fee. Any receipts or benefits of whatever kind received directly or indirectly by any members of the External Manager, the Expert Advisors or any of their respective

Affiliates relating to the provision of incubation or acceleration services (on an arm's length basis), shall not be offset against the Management Fee.

By acquiring Investor Shares in the Fund hereby offered, an Investor 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.

### **Successor Fund**

Either three (3) years after the first closing date or the end of the Investment Period, the External Manager can proceed in establishing a Successor Fund. In cases where the establishment of a Successor Fund is deemed necessary on dates other than the ones stated above by the External Manager, a prior special consent should be obtained.

### **GDPR**

The General Data Protection Regulation ("GDPR"), is a new EU data privacy law that came into force on 25 May 2018. The GDPR provides a single harmonised data privacy law that applies across the EU and is appropriate for the use of Personal Data in the 21st century. The GDPR imposes many new data protection requirements on the collection, use and disclosure of Personal Data which will be relevant to firms (including investment Funds). Provided that the Fund is expected to handle considerable amounts of personal data in its day-to-day operations, whether relating to employees, investors or other individuals, for example, borrowers and debtors, the GDPR will be very relevant to AIFs that have European based businesses and European investors. More specifically, when an individual chooses to invest in the Fund, they will be required to provide personal data in accordance with Article 4(2) of the GDPR in the form of their: name; address; date of birth; contact information; payment details; and tax residence information (for US FATCA and CRS purposes). For identification purposes and to fulfil contractual and regulatory obligations (such as anti-money laundering obligations), individual investors may also be requested to provide personal data in the form of their: photograph identification; information regarding source of funds and wealth; employment and income information; information on dependents; and investment objectives. Where a corporate entity is the investor in the Fund, such entity will also provide personal data in relation to its directors, members, shareholders, other beneficial owners or other individuals working for the corporate investor. This personal data may include name, address, date of birth, nationality and identity verification documents.

Disclosure of your personal data to third parties: The External Manager may from time to time, in accordance with the purposes described above, disclose your personal data to other parties, including a) the applicable Fund's Administrator (in case is different from the External Manager) and its affiliates; b) the applicable Fund's portfolio manager (where portfolio management function is delegated by the External Manager to another entity) and its affiliates; c) professional advisers such as law firms and accountancy firms; d) other service providers of the External Manager, including technology service providers, counterparties; and e) courts and regulatory, tax and governmental authorities. Some of these persons will process Investors' personal data in accordance with the External Manager's instructions and others will themselves be responsible for the use of their personal data. These persons may be permitted to further disclose the personal data to other parties.

The retention period (how long the External Manager holds investors' personal data) will be determined by various criteria, including the purposes for which the Investment Manager is using it (will need to be kept for as long as necessary for any of those purposes) and legal obligations (as laws or regulations may dictate a minimum period during which the External Manager has to keep Investors' personal data).

## 11. THE DIRECTORS

The Directors shall be responsible for determining the general investment objectives and investment policies of the Fund, in compliance with the applicable laws and the Articles. The operations of the Fund are to be reviewed at regularly scheduled meetings of the Board of Directors.

Each Director is entitled to remuneration for his services at a rate determined by the Fund at the General Meeting of holders of Management Shares, from time to time. In addition, each Director may be paid reasonable expenses incurred while attending meetings of the Board of Directors or General Meetings of the Fund. Directors who are also directors/employees of the External Manager will waive their Directors' remuneration.

The Directors of the Company as at the date of this Prospectus are the following:

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### **Mr. Sergejs Jakimovs – Non – Executive Director**

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Mr. Jakimovs is a founder and advisor to early and growth-stage startups and deep-tech startups, holding 8-year experience in early-stage tech commercialization and fundraising. He is currently leading Longenesis - a digital health start-up with offices in Asia and the EU. Sergejs' domain of professional knowledge lies in areas of IP, product development and fundraising. Before Longenesis he had built two deep-tech ventures on his own - Vortex Oil Engineering (October 2013 – Present) and Koatum (October 2013- Present), as well as raised >\$20M of venture capital for early-stage ventures across biotech and deep-tech. Vortex Oil Engineering is a Warsaw-based company from the Oil & Gas sector that has developed a solution used in the extraction of crude oil, allowing for a 40% increase in the raw material extraction. Koatum is a MedTech company that developed a medical implant coating technology for dental and orthopedic implants. Koatum prevents inflammation and accelerates bone integration, for a faster, painless recovery. Mr. Sergejs Jakimovs is also a visiting lecturer (December 2016 – Present) at Riga Graduate School of Law in Latvia and Riga Stradins University, where he teaches MA courses in IP and Venture Capital.

Mr. Sergejs Jakimovs is a holder of a Bachelor's degree in International Relations and Affairs (2009-2012) from Rigas Stradins University, of an MA degree in Political Science and Quantitative Methods (2012 - 2014) from Central European University, and of a Master of Laws (LLM) in Law and Finance (2014 - 2015) from Riga Graduate School of Law.

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### **Mr. Christos Voniatis – Independent, Non – Executive Director**

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Mr. Voniatis is an advocate practicing Law in Nicosia, Cyprus. Since he was called to the BAR, he has been engaged and practices in various areas and aspects of Law, as a Self-Employed Advocate, especially in the field of Corporate Entities and Commercial Law. He has been involved in Corporate

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and Commercial Law cases, as well as has conducted extensive Litigation on both Civil and Criminal Cases.

He obtained his Law (LLB) and Masters (LLM) Degrees from the University of Newcastle Upon Tyne's Law School. Between the years 2009 and 2010, he shadowed and assisted Advocates of the Attorney General's Office, obtaining experience in the drafting of pleadings and the preparation of witnesses, as well as assisted and appeared during Hearings before the Courts. Since 2011, he maintains his own private practice and participated in various local and international conferences, meetings and presentations.

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As at the date of this Information Memorandum, no Director has:

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

The Directors of the Fund shall not change without the prior approval of CySEC.

## 12. EXTERNAL MANAGER

Pursuant to the Investment Management Agreement, 7Q Asset Management Ltd will have the responsibility of the investment management of the Fund and will purchase and sell the Eligible Assets and otherwise manage the Fund's portfolio of assets, which subject to the relevant agreement, are assigned to it.

### KEY INFORMATION OF THE MANAGER

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<b>Name</b>	7Q Asset Management Ltd
<b>Legal Form</b>	Limited Liability Company

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<b>Registered Office</b>	Severis Building, 9, Archbishop Makarios III Avenue, 3rd Floor, 1065 Nicosia, Cyprus
<b>Regulatory Status</b>	AIFM authorized by the CySEC, in accordance with the provisions of the AIFM Law.
<b>Date of Incorporation</b>	10/09/2019
<b>License Number</b>	AIFM36/56/2013

The External Manager is a boutique AIFM specialising in management of AIFs and RAIFs, regulated by the CySEC and holding license number AIFM36/56/2013, which has been obtained in compliance with the provisions of the AIFM Law, which has been transposed into Cypriot Law as per the EU's Alternative Investment Fund Managers Directive 2011/61/EU (“**AIFMD**”). The External Manager brings together a team of highly skilled financial professionals from various backgrounds, with a wealth of international experience. The AIFM license held by the External Manager covers all investment strategies and asset classes (to be) pursued by the Fund, launched from time to time.

As an AIFM, the External Manager is obliged pursuant to Article 9(7) of the AIFM Law, to maintain either additional own funds or to conclude a professional liability insurance, in order to cover relevant professional liability risks. The External Manager has chosen to provide for additional Own Funds and represents hereby that the required amount of own funds held by the External Manager to this end, complies with the amount required under the AIFM Law.

Unless otherwise stated in this Prospectus, the External Manager is responsible for, among other matters, identifying and acquiring the investments of the Fund based on the advice/ instructions of the Expert Advisors. The External Manager is granted full power, authority and all rights necessary to enable it managing the investments of the Fund, providing other investment management services and assisting the Company to achieve any specific investment objectives and/or policies, as set out in this Prospectus. The authority of the External Manager is subject always to the Investment Management Agreement, the AIFM Law, the AIF Law and the relevant CySEC Directives issued in its implementation, this Information Memorandum, the Articles and the overall policies, direction, control and responsibility of the External Manager. In case where a change to investment strategy and/or investment policy of the Fund is intended, then the:

- (a) Scope of the investment mandate relating to the Fund as laid down in the Investment Management Agreement will be amended accordingly;
- (b) The relevant change(s) will be uploaded and highlighted on the External Manager’s website;
- (c) The existing Investor Shareholders will be notified accordingly, in case they may wish to exercise any rights, including rights of Redemption;
- (d) The Information Memorandum, as well as the KID (where applicable) and any other marketing material will be amended accordingly.

In addition to the tasks described directly above, the External Manager is also responsible for making available through its website the following disclosures, at least once per quarter, and/or whenever occurs a relevant event, which justifies such disclosures:



- (a) The percentage of the assets of the Fund which are subject to special arrangements arising from their illiquid nature. In such a case, the External Manager will also ensure that relevant references and amendments are made in the Articles and the Information Memorandum, in particular, references to the legal implications arising out of such arrangements;
- (b) Any new arrangements for managing the liquidity of the Fund. In such a case, the External Manager will also ensure that relevant references and amendments are made in the Articles and the Information Memorandum, in particular, references to the legal implications arising out of such arrangements.

Notwithstanding the relevant disclosures on its website, the External Manager shall further ensure that the relevant notifications are sent by the Administrator to existing Investor Shareholders.

The External Manager, has the capability to employ all tools and technological resources required to manage and monitor effectively the investment portfolio of the Fund, including the services of Bloomberg Terminal and other specialised private equity databases, which provide equity research and transactional data. The Investment Management Agreement gives the External Manager the discretion to employ and/or appoint, at its own cost, specialist asset management experts, in order to benefit from their expertise and experience in particular markets.

The External Manager and on its own responsibility while implementing the investment strategy, if deems necessary and in the best interest of the Investors, may appoint one or more Expert Advisors for the Fund. Their mission will be to advise the External Manager on investment opportunities as further described below. The Expert Advisor(s) appointed by the External Manager are paid by the External Manager.

#### **EXPERT ADVISORS**

LongeVC SIA, a Latvian company incorporated on 02/07/2018 under registration number 40203153395, and having its registered office at Antonijas str.22-20, Riga, LV-1010, Latvia, has been appointed as Expert Advisor to the External Manager. LongeVC SIA was created to support early-stage biotech and longevity-focused founders on their way to gain industrial momentum, raise capital, and grow to become the shapers of tomorrow's biotech industry. LongeVC SIA will help the External Manager to maximize long-term value and capital growth for the Investors and improve the Fund's business performance.

More specifically, the professional team of the Expert Advisors (combined) has:

- Raised capital for >30 early stage companies.
- Administered >\$500M of funds under management.
- 40 years of experience in investing, nurturing and developing biotech ventures.

The Expert Advisors of the Fund as at the date of this Prospectus are the following:

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**Mr. Sergejs Jakimovs – Managing Partner**

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Please see CV in Section 11.

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**Mr. Garri Zmudze – Managing Partner**

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Mr. Zmudze is an early-stage angel investor in biotech with a particular focus in the areas of biomedical AI applications, genetics and geroscience R&D. He has provided multiple biotech companies with early backing, with several of the said companies currently valued over \$100M.

Mr. Garri Zmudze is a Co-founder of Longgenesis and, among others, an early angel investor of Insilico Medicine, Basepaws, and Deep Longevity. Insilico Medicine is a Baltimore-based next-generation AI company, specializing in the application of deep learning for target identification, drug discovery, and aging research.

He also currently holds and/or has held the roles of:

- Vice president and representative in Europe at I.L.L.V. Medical Projects Ltd based in Israel, providing “turn-key” solutions for medical industry worldwide;
- Partner at RBI Biomedical Engineering in Russia, providing “turn-key” solutions for medical industry in Russia, Ukraine and Kazakhstan;
- Partner at Jara Group SA in Switzerland, an international telecommunication company working under brand DIALOQ;
- Partner and Vice President at Pondmobile (Amtel Corpo USA), a group of companies delivering products and services in information technology, telecommunications, supply chain management, and related areas;
- Partner at Viva Audio in Italy.

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#### **Mr. Ilya Suharenko – Managing Partner**

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Mr. Ilya Suharenko is an expert banker with 17 years’ track record of holding various executive positions in the largest private bank in the Baltic States – Rietumu Banka AS (including 10 years as a Board Member and 5 years as a Deputy Chairman of the Board).

His main areas of focus included customer acquisition; risk management, corporate finance, and landing.

During his career, Mr. Suharenko was active both as a private investor and as a family office manager. He has his own portfolio of >€10M invested, yielding 2-3x cash on cash multiples. As a family office manager, he has overseen and successfully invested a c. €50M private equity pool.

Mr. Suharenko is a holder of a BSc degree in Business Management (2000-2003) from King’s College London.

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The Expert Advisors play a key role in the investment management decisions of the Fund. Their key role is to advise the External Manager in carrying out its duties. More specifically, the Expert Advisors will:

- (a) Identify attractive asset opportunities for acquisition that match the Fund’s investment policy and strategy.
- (b) Monitor the progress of the investments.
- (c) Monitor the markets in order to identify optimal opportunities for disposal of the investments-exits.
- (d) Monitor the risk and liquidity profile of every investment and/or SPV, based on the economic and, as appropriate, political conditions prevailing in the Target Markets, and consider their implications on the investment.

- (e) Perform periodical review of compliance with investment policy, objectives, guidelines and standards, and provide where necessary recommendations for changes and other required actions.
- (f) Prepare analyses and reports on the suggested and actual Target Markets.
- (g) Assist the preparation of investment valuations for the preparation of the NAV reports and of the audited and non-audited interim financial statements as of 31<sup>st</sup> December and of 30<sup>th</sup> June, respectively.

The Expert Advisors will update the External Manager and the Board of Directors of the Company on the progress of each investment, on a quarterly basis, with additional updates when significant events occur.

### SCIENTIFIC ADVISORY BOARD

The Expert Advisors will be supervised by the Advisory Board who will provide high level strategic advice and key introductions as well as insights into the Fund's investments.

The Advisory Board members of the Company as at the date of this Prospectus are the following:

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**Mr. Alex Zhavoronkov, PhD - Head of the Scientific Advisory Board**

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- Pioneer of AI-powered drug discovery and one of the early evangelists of anti-aging industry
  - CEO and Founder of Insilico Medicine, author of >150 peer-reviewed publications, professor at Buck Institute for Research on Aging
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**Mr. Aubrey De Grey, PhD**

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- Anti-aging pioneer, one of most renowned gerontologists, holding a PhD from the University of Cambridge, author of >290 publications
  - CSO at SENS Research Foundation, focusing on regenerative therapies. VP of Technology at AgeX Therapeutics
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**Mr. Michael Levitt, PhD**

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- 2013 Nobel Prize laureate in chemistry
  - PhD from the University of Cambridge, professor of Structural Biology at Stanford University
  - Member of the National Academy of Sciences, author of >200 publications
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**Mr. Luis Angel, MBA**

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- Founding team member of DeRemate, raising \$130M and exit to eBay
  - Former Global Head of Marketing at Novartis
  - Founder of GetMyRx, acquired by DrFirst in 2018
  - President of DrFirst consumer division, serving 70M patients across US
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**Mr. Matt R. Kaeberlein, PhD**

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- Professor of Pathology and Genome Sciences, University of Washington
  - Author of >200 peer reviewed publications
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- One of world's leading researchers in animal ageing
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**Mr. Miro Venturi, PhD**

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- PhD in Molecular Biophysics
  - CEO of Sintetica SA
  - Former SVP and Head of Biopharma at Foundation Medicine
  - Former Global Head of Diagnostics Biomarkers and Personalized Healthcare at Roche
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**Mr. Alexey Moskalev, PhD**

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- Leading gerontologist in the CIS, PhD in Biology
  - Head of Laboratory of Genetics of Ageing and Longevity in the Moscow Institute of Physics and Technology
  - Author of >250 peer-reviewed publications
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## CHANGE OF CONTROL

Change of Control means any conduct that results directly or indirectly in the Key Persons ceasing to control the External Manager. The External Manager shall promptly notify the Directors of any Change of Control. If the Directors deem it necessary to proceed with the Replacement of the External Manager, the Directors shall use their reasonable endeavours to find a replacement entity willing to act as External Manager and having the qualifications and regulatory authorisation to act as External Manager, and upon so doing, the Directors shall appoint such replacement entity to be the External Manager in place of the former External Manager. Such replacement will be effective upon the CySEC's approval

## REPLACEMENT OF THE EXTERNAL MANAGER

The Fund is subject to the provisions of Articles 25 of the AIF Law [resignation and replacement of the External Manager].

## 13. INVESTMENT COMMITTEE

The Investment Committee will consist of two constituent bodies, the Expert Advisor and the External Manager, with the former primarily involved in the investment, technical and commercial matters, whereas the latter mainly engaged in aspects relating to compliance with the applicable provisions of the AIF Law. For the operation of the Investment Committee, its two members will be providing the input falling under their remit.

The Investment Committee will be dealing with all significant asset acquisition, disposal, monitoring, management, reporting and compliance matters as well as any matters, identified as requiring Investment Committee examination by the Company's Board of Directors.

## 14. ADMINISTRATOR

Currently, the External Manager acts also as the Administrator, providing to the Fund all those functions constituting RAIF administration, within the meaning of the AIF Law. In case another entity is to be appointed to act as Administrator, an Administration Agreement will be signed between the External Manager and such entity, pursuant to which the relevant functions will be delegated to such entity and the Information Memorandum will be amended accordingly.

The External Manager has made significant investments in technology and has joined in partnerships with global players of the financial services industry. The External Manager is using, in its additional capacity as Administrator, AXIA Investment Management system, a superior software solution that can support various fund structures and offer complete fund administration. Prospero has introduced full transaction automation in the firms' operations, enabling thus professionals to fully address all risks and checks pertaining to each Fund.

The External Manager, in its capacity as Administrator carries out all the administration duties and tasks in relation to the Fund, including among others, processing of the subscription applications, redemption and transfer of Investor Shares, keeping of the Register of Members, record keeping and the calculation and publication of the Net Asset Value of the Shares in accordance with this Prospectus. The Administrator is also responsible for verifying the performance data calculated by the Directors.

The Administrator carries out all the administration duties and tasks in relation to the Fund in accordance with section 6(1)(b)(i) of the AIF Law. The administration services include the following services:

- (a) Legal and accounting management services;
- (b) Disclosure of information services and services to the Unitholders;
- (c) Valuation and pricing, including tax returns;
- (d) Regulatory compliance monitoring;
- (e) Maintenance of unit/shareholder register;
- (f) Distribution of profits;
- (g) Issues and redemptions of Shares;
- (h) Contract settlements, including certificate dispatch; and
- (i) Record keeping.

The Administrator shall provide to the Investors of the Fund adequate and transparent information concerning the Fund's Financials and Investments. Such information will include the following material:

- (a) Annual Audited Financial Statements and Annual Report;
- (b) Semi-annual Unaudited Financial Statements;

(c) Quarterly Reporting incl. NAV and Capital Accounts.

The Administrator will not be liable for actions taken in good faith and in the absence of fraud, willful misconduct or gross negligence while performing its duties hereunder. The External Manager reserves the right to change the administration arrangements and/or, in its discretion, to appoint additional or alternative administrator(s).

The fee payable to the Administrator is 0.06% of the RAIF assets under management, which will be included in the Management Fee and will be paid by the External Manager.

## 15. DEPOSITARY

By virtue of the Depositary Agreement, 7Q Financial Services Ltd has been appointed to act as Depositary and paying agent of the Fund. The Depositary has been entrusted with the safe-keeping of the assets of the Fund, which are currently held directly by the Depositary. However, the Depositary retains the right to appoint safekeeping delegates in the future, in which case the Information Memorandum will be amended accordingly.

The Depositary has been appointed under Article 23 of the AIFM Law. The Depositary shall in general ensure that the Fund's cash flows are properly monitored and in addition, that:

- (i) All payments made by or on behalf of Investors upon the Capital Calls have been received; and
- (ii) All cash of the Fund has been booked in cash accounts opened in the name of the Fund or on the name of the External Manager, acting on behalf of the Fund.

Where the cash accounts, if any, are opened in the name of the Depositary acting on behalf of the Fund, no cash of the entity referred to in paragraph (b) of subsection (1) of section 24 of the AIFM Law and none of the Depositary's own cash shall be booked on such accounts.

For those assets of the Fund that are considered as Financial Instruments subject to custody, within the meaning of the AIFM Law:

- (i) The Depositary shall hold in custody all such financial instruments that can be registered in a Financial Instruments' account opened in the Depositary's books and all Financial Instruments that can be physically delivered to the Depositary; and,
- (ii) For that purpose, the Depositary shall ensure that all those Financial Instruments that can be registered in a Financial Instruments' account, opened in the Depositary's books are registered in the Depositary's books within segregated accounts, in accordance with the principles set out in Article 16 of Directive 2006/73/EC, opened in the name of the Fund or the External Manager acting on behalf of the Fund, so that they can be clearly identified as belonging to the Fund, in accordance with the applicable law, at all times.

For those assets of the Fund that are not considered as Financial Instruments subject to custody, within the meaning of the AIFM Law, their safe-keeping shall take place by the Depositary as follows:

- (i) The Depositary shall verify the ownership of the Fund of such assets and shall maintain a record of those assets for which is satisfied that the Fund holds the ownership of such assets;
- (ii) The assessment whether the Fund holds the ownership or not, shall be based on information or documents provided by the Fund, the External Manager and, where available, on external evidence; and,
- (iii) The Depositary shall keep the record referred to in the immediately foregoing point (i) up-to-date.

In addition to the aforesaid tasks, the Depositary shall:

- (i) Ensure that the sale, issue, re-purchase, redemption and cancellation of Investor Shares are carried out in accordance with the applicable national law and the Fund rules or instruments of incorporation; and,
- (ii) Ensure that the value of the Investor Shares is calculated in accordance with the applicable national law, the Fund Articles and the procedures laid down in section 19 of the AIFM Law; and
- (iii) Carry out the instructions of the External Manager, unless they conflict with the applicable national law or the Articles; and,
- (iv) Ensure that in transactions involving the Fund's assets, any consideration is remitted to the Fund within the usual time limits; and,
- (v) Ensure that the Fund's income is applied in accordance with the applicable national law and the Fund rules or instruments of incorporation.

In case the Fund owns assets that are considered to be Financial Instruments subject to custody under the AIFM Law, these shall not be reused by the Depositary without the prior consent of the Fund or the External Manager acting on behalf of the Fund.

Should the Depositary decide to resign from its duties, it will provide the External Manager with a ninety (90) days notice to allow for a suitable replacement to be found. Should the Depositary submit its resignation, it shall continue to exercise its duties until the complete take-over of the relevant duties by the new Depositary, whose appointment would necessitate the prior approval of CySEC. Should CySEC not approve of a proposed new Depositary, the External Manager or the departing Depositary would be legally required to propose a new Depositary for consideration.

In its capacity as principal paying agent of the Company, the Depositary is in charge of the payment of the distributable proceeds to the Investors of the Company or to the various paying agents that can be appointed from time to time, by the Principal Paying Agent with the approval of the Directors of the Company.

The Depositary has no decision-making discretion relating to the Fund's investments.

The fee payable to the Depositary is 0.10% of the RAIF assets under management, with a Minimum Fee of €10,000 annually.

The Fund is subject to the provisions of Articles 32 to 34 of the AIF Law [resignation of custodian, replacement of the Custodian and termination of the Custodian's duties].

## 16. FEES AND OTHER EXPENSES

Operating expenses and set-up fees for the establishment of the Fund, including costs associated with the acquisition and disposal of investments by the Fund, fees and expenses payable to the External Manager, Expert Advisors, Administrator, Auditor, Depositary and the Company's Directors and employees, if any, marketing and advertising expenses as well as extraordinary and unexpected expenses incurred from time to time, such as e.g. any expenses in connection with litigation, will be covered by the Fund out of the Fund's assets.

### SET-UP FEES

Any set-up expenses paid on behalf of the Fund or by the Fund, shall be repaid back to the individuals burdened with the cost. Such expenses as well as the set-up fees relating to its launching, shall be deducted from the Fund's NAV.

### MANAGEMENT FEES

The External Manager shall be entitled to receive a Management Fee of 2.50% per annum of the current total Fund size. The Management Fees shall be paid in advance annually until the earliest of (a) the target Fund size has been achieved or (b) the end of Fund's Commitment period and quarterly thereafter. It is noted that the Subsequent Closing Investors shall pay retrospective Management Fees attributable to their Total Commitments. The first Management Fee payment shall take place within 15 Business Days from the Initial Closing.

The Management Fee is payable irrespective of realization of any profits by the Fund or distributions made to Investors.

The Management Fee is used for compensating the Team managing the Fund, providing resources to hire the suitable investment, operational and scientific personnel and for covering additional Fund Expenses such as administrative services, office space and other Fees or payments.

### CARRIED INTEREST

A form of Management compensation accruing to Carried Interest Beneficiaries, which becomes payable once investors have achieved repayment of their total Capital Contributions into the Fund, plus the 7% hurdle rate.

### EXPERT ADVISORS FEE

Expert Advisors will receive quarterly from the External Manager an Expert Advisor fee.

### SERVICES PROVIDER FEES

Fees to be paid to the various other service providers of the Fund shall be accrued, calculated and payable in accordance with the provisions set out in the Prospectus. The Directors reserve the right to negotiate and amend any fees payable to the said service providers, to the extent possible that such negotiation and amendment is in the best interest of the Fund, and of the Investors.



## OTHER EXPENSES

The Fund will also bear all other incurred expenses, related to the operation of the Company.

# 17. RISK FACTORS

## RISK MANAGEMENT

The External Manager will use a risk-management process that enables monitoring and measuring at any time the value of the Fund's portfolio positions and their contribution to the overall risk profile of the Fund. The risk-management process is performed by the External Manager with a frequency and methodology appropriate to the risk profile of the Fund.

The risk-management process shall include the calculation of all relevant risks of the Fund which may be material. Such calculation may be performed using advanced risk measurement methodologies as may be appropriate and which shall be applied in accordance with the most recent applicable guidelines of the European Securities and Markets Authority ("ESMA"). The External Manager shall ensure that the method selected to measure the global exposure is appropriate, taking into account the investment strategy pursued by the Fund.

## RISK FACTORS

Before making an investment decision with respect to Investor Shares, in the Fund, prospective Investors should carefully consider all the information set out in this Prospectus relating to the Fund, as well as their own personal circumstances. The risk factors referred to therein, and in this document, alone or collectively, may reduce the return on the Shares of the Fund and could result into a loss of all or a proportion of an Investor's investment in the Shares of the Fund. The price of the Shares of the Fund can go down, as well as up, and their value is not guaranteed. Investors may not receive on liquidation the amount originally invested in the Fund or any amount at all.

The risks may include or relate to operational risk, counterparty credit risk, regulatory risk, market risk, business risk, concentration risk and political risk. The risk factors set out in this Prospectus are not exhaustive.

### ***Historical Performance***

The past performance of the Fund or any other investment vehicle managed by the External Manager, is not meant to be an indication of their potential future performance. The nature of risks associated with the Fund may differ substantially from those investments and strategies undertaken historically by the External Manager or the Fund itself. There can be no assurance that the Fund's assets will perform as did the investments managed by the External Manager in the past. It is possible that significant disruptions in, or historically unprecedented effects on, the financial markets and/or the businesses in which the Fund invests, could diminish any relevance of the historical performance to the future performance of the Fund.

### ***Availability of Investment Strategies***

The success of the investment activities of the Fund will depend on the ability of the External Manager and Expert Advisors to identify suitable investment opportunities. Identification and exploitation of investment strategies to be pursued by the Fund, involves a considerable degree of uncertainty. No assurance can be given that the External Manager or the Expert Advisors will be able to identify suitable investment opportunities in the relevant markets or to allocate the total committed capital in Portfolio Investments.

### ***Business Risk***

There can be no assurance that the Fund will achieve its investment objectives in respect of any of the strategies employed. The investment results of the Fund managed by the External Manager, are reliant upon the success of the strategies implemented by the External Manager.

### ***Concentration of Investments Risk***

Although the Fund's policy is to diversify its investment portfolio, the Fund may at certain times hold relatively few investments. The Fund could be subject to significant losses if holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer.

### ***Reliance on the External Manager (and/or the Expert Advisors) and Dependence on Key Personnel***

The External Manager (and/or the Expert Advisors) will have the responsibility for the Fund's investment activities. Investors must rely on the judgment of the External Manager (and/or the Expert Advisors) in exercising this responsibility.

### ***Fee Incentive Risk***

In addition to receiving a Management Fee, the External Manager by achieving the Hurdle Rate may also receive additional proceeds (as per section 19 - Distribution of Distributable Proceeds), creating thus an incentive for the External Manager to make investments for the Fund which are riskier than would be the case, in the absence of such a fee.

### ***Accounting Treatment Risk***

The External Manager may amortize certain expenses over a period, if considers such treatment to be more equitable towards the investor. This treatment, if deemed not being in accordance with International Financial Reporting Standards, may result in showing a different Net Asset Value per Share. If the difference between the Net Asset Value per Prospectus and the Net Asset Value per International Financial Reporting Standards is considered material, a modification may be included in the Auditor's Report.

## **MARKET RISKS**

### **Factors Impacting the Value of the Fund's Assets**

Existing or prospective Investors should be aware that an investment in the Investor Shares involves assessing the risk of an investment linked to the Fund's assets. The value of the Fund's assets may vary over time and may increase or decrease due to a variety of factors. The value of the assets

owned by the Fund may go up or down, sometimes rapidly and/or unpredictably. The value of a security may decline due to general market conditions that are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates, corporate actions, offer and demand, speculation or adverse investor sentiment in general. The value of a security may also decline due to factors that affect a particular industry or industries, such as labor shortages or increased production costs and competitive conditions within an industry. During a general downturn in the securities markets, multiple asset classes may decline in value simultaneously.

### **Exchange Rates**

The Reference Currency of the Fund is the EURO.

An investment in the Fund may involve exchange rate risks. For example (i) the Fund's assets may be denominated in a currency other than the Reference Currency of the Fund; (ii) the Investor Shares may be denominated in a currency other than the currency of the Investor's home jurisdiction and/or (iii) the Investor Shares may be denominated in a currency other than the currency in which an investor wishes to receive his monies. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets and could be influenced by macro-economic factors, speculation and central bank or governmental intervention (including the imposition of currency controls and restrictions). Investors should be aware that exchange rate fluctuations could cause the value of their investment to diminish or increase.

### **Credit Risk**

An investment in bonds, notes, convertible or other debt securities involves counterparty risk of the issuer of such bonds or debt securities, which may be evidenced by the issuer's credit rating. An investment in bonds or other debt securities issued by issuers with a lower credit rating, are generally considered to have a higher credit risk and a greater possibility of default than that of more highly rated issuers. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties, this may affect the value of the bonds or other debt securities (which may be zero) and any amounts paid on such bonds or other debt securities (which may be zero). This may, in turn, affect the Net Asset Value per Share of the Fund.

### **Investing in Securities of Emerging Market Issuers**

The Fund may invest in securities of issuers located in emerging markets, subject to the regulations' governing trades of this nature detailed in this Prospectus. The economies of certain emerging market countries may be vulnerable to changes in international trading patterns, trade barriers and other protectionist or retaliatory measures. Investments in emerging markets may also be adversely affected by governmental actions such as the imposition of capital controls, nationalization of companies or industries, expropriation of assets or the imposition of punitive taxes. In addition, certain governments may prohibit or impose substantial restrictions on foreign funds, seeking to invest in capital markets or in certain industries. Any such action could severely affect security prices, impair the Fund's ability to purchase or sell emerging market securities or otherwise adversely affect the Fund. Other emerging market risks may include, without limitation, difficulties in pricing securities and difficulties in enforcing favorable legal judgments in courts.

### **Equity Funds Risk**

As the Fund will invest a substantial amount of its assets in equity securities, the main risk is that the value of the said equity securities may decrease in response to the activities of an individual company or in response to general market, business and economic conditions. If this occurs, the Fund's Share price may also decrease.

### **Private Placement Risk**

The Fund will mainly invest in private placements. Investments in private placements may be difficult to sell at the time and at the price desired by the Fund; investments in unlisted companies are made with less information available than investments in publicly listed firms; and privately placed securities are more difficult to value than publicly traded securities. These factors may have a negative effect on the performance of the Fund.

Securities acquired through private placements are not registered for resale in the general securities market and may be classified as illiquid.

### **MARKET DISRUPTION EVENTS**

A determination of a market disruption event in connection with the Fund's assets may have an effect on the value of the Shares and may delay settlement in respect of the Fund's assets and/or the Shares.

### **Political Factors**

The performance of the Shares or the decision to purchase, sell, or redeem may be affected by changes in general economic conditions and uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and changes in regulatory requirements.

### **Risks of Volatile Economic Conditions**

The economic conditions in the markets where the Fund's Investments are located, may be adversely impacted by factors which could include:

- General global economic conditions;
- A weak market in general or in specific locations;
- Availability of financing;
- An oversupply of, or a reduced demand for certain types of assets;
- Business closings, industry slowdowns, employment losses and related factors;
- Natural disasters, terrorist attacks or other man-made events; and,
- Decline in population or shifting demographics.

### **OTHER RISKS**

#### **Investment Through Nominees**

Investors wishing to invest in the Fund through a nominee that invests in the Fund in its name but on behalf of the Investors, should ensure to have an accurate understanding of their rights and of

the means available to exercise these rights against the Fund, when using the services of such nominee or in the case of registration through such nominee. To this end, investors should seek external advice if necessary.

### **Specific Restrictions in Connection with the Investor Shares**

There may be restrictions in connection with the subscription, holding and transfer in the Investor Shares as specified in this Prospectus. Such restrictions may have the effect of preventing the Investor from freely subscribing, holding or transferring the Investor Shares. In addition to the features described below, such restrictions may also be caused by specific requirements such as a Minimum Subscription amount or due to the fact that the Fund may be closed to additional subscriptions after the Initial Offering Period.

## **18. NET ASSET VALUE**

The Net Asset Value (“NAV”) of the Fund will be calculated by the Administrator (being currently the External Manager) on a quarterly basis, and after any major financial event affecting the Fund’s NAV. Additional guidance, relevant to the Net Asset Value calculation, will be provided to the External Manager by the Administrator, where different than the External Manager, for approval.

The relevant NAV will be expressed respectively in the Reference Currency of the Fund. The NAV calculated in the Reference Currency of the Fund, is the equivalent of the NAV in the quoted Currency of the Fund, converted at the Prevailing Exchange Rate. The Valuation Day of the Fund **will be performed on the last Business Day** of each quarter and after any major financial event, which affects the value of any Portfolio Company and/or the Fund, unless otherwise determined by the External Manager or the Directors.

The latest NAV of the Fund as well as the historical performance thereof, will be made available to prospective Investors prior to investing by the External Manager or the Eligible Distributors, acting on its behalf and will be also available on the website of the External Manager.

### **VALUATION PROCEDURES**

The assets of the Fund, shall be deemed to include:

- (i) All cash in hand or on deposit, including any interest accrued thereon;
- (ii) All bills and demand notes receivable and accounts receivable (including proceeds of transferable securities and money market instruments sold but not delivered);
- (iii) All bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other transferable securities and money market instruments, financial instruments and similar assets owned by the Company or contracted by the External Manager on behalf of the Fund, provided that the External Manager may make adjustments in a manner not inconsistent with paragraph (a) below with regards to fluctuations in the market value of transferable securities and money market instruments caused by trading ex-dividends, ex-rights, or by similar practices;

- (iv) All stock, cash dividends and cash distributions receivable by the Fund, to the extent information thereon is reasonably available to the Fund;
- (v) All interest accrued on any interest-bearing assets, owned by the Fund except to the extent that the same is included or reflected in the principal amount of such asset;
- (vi) The set-up expenses of the Fund, including the cost of issuing and distributing Investor Shares, insofar as the same have not been written off;
- (vii) All other assets of any kind and nature, including expenses paid in advance.

The value of such assets shall be determined as follows:

- a) The value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends, interest declared or accrued and not yet received, all of which are deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof;
- b) Transferable securities and money market instruments listed on a recognised stock exchange or dealt on any other regulated market will be valued at their closing prices. In the event that there should be several such markets, transferable securities and money market instruments will be valued based on the market with the highest frequency, regularity and volume of transactions. If no stock exchange transaction was made on the Valuation Date, account shall be taken of the price of the previous day when the regulated market was in session and, if no stock exchange transaction was made on that day either, account shall be taken of the last bid or ask price;
- c) Exceptionally, in the event that the latest available price does not, in the opinion of the External Manager, truly reflect the fair value of the relevant transferable securities and money market instruments, the value of such transferable securities and money market instruments will be defined by the External Manager, based on the reasonably foreseeable sales proceeds determined prudently and in good faith by the External Manager;
- d) Transferable securities and money market instruments which are listed and traded on a regulated stock exchange but for which no stock exchange transactions have been made in a period exceeding fifteen (15) Business Days from the Valuation Day, will be deemed not listed in a regulated market and will be valued in accordance with (e) below;
- e) Transferable securities and money market instruments which are in the process of being listed in a regulated stock exchange will be valued based on criteria used for similar assets traded on a regulated market and issued by the same legal entity, taking into consideration the characteristics of exchangeability and liquidity of the issues of each of these two assets. All other transferable securities and money market instruments and other assets will be valued at fair value as determined in good faith, pursuant to procedures established by the External Manager; and
- f) All private equity assets will be valued by at least one independent (external) Valuer hired by the External Manager, whereas all other valuations will be performed by the External Manager internally, in accordance with Article 19 of the AIFM Law by assigning such task to an employee functionally and hierarchically independent of the portfolio management department of the External Manager. The external Valuer will value the private equity assets based on International Private Equity and Venture Capital Valuation guidelines consisting of Price of recent transactions, Milestones, Long/ Short-Term Asset Discounted Cash Flow Models and Market Multiples/

Transactions Multiples. The Directors may, at their discretion, adjust the value of an asset downwards (but not upwards) if they feel that the valuation of the asset is overly optimistic. In case an asset is sold, then its value will be the sale price achieved in the sale, regardless of any valuations for that asset.

The liabilities of the Fund shall be deemed to include:

- a) All temporarily contract loans in a proportion not exceeding 10% of the assets of the Fund concerned, bills and accounts payable;
- b) All accrued interest on loans of the Fund (including accrued fees for commitment for such loans);
- c) All accrued or payable expenses including the Management Fees, Depositary Fees and any other third party service provider fees, that have been appointed pursuant to a written agreement;
- d) All known liabilities, present and future, including all matured contractual obligations for payment of money or property;
- e) An appropriate provision for future taxes based on income to the relevant Valuation Day, as determined from time to time by the External Manager, and other reserves, if any, authorised and approved by the External Manager; and
- f) All other liabilities of the Fund of whatsoever kind and nature except liabilities represented by Shares. In determining the amount of such liabilities, all expenses payable and all costs incurred by the Fund will be taken into account. Such fees and expenses shall comprise among other the fees payable to the Directors (including all reasonable out-of-pocket expenses), investment advisors (if any), Investment or Sub-managers, accountants, Depositary, External Manager, permanent representatives in places of registration, fees for legal and auditing services, costs of any proposed listings and of maintaining such listings, promotion, printing, reporting and publishing expenses including reasonable marketing and advertising expenses and costs of preparing, translating and printing in different languages of Prospectuses, addenda, explanatory memoranda, registration statements, Annual Reports and Semi-annual Reports, all taxes levied on the assets and the income of the Fund and any stamp duties payable, registration fees and other expenses payable to governmental and supervisory authorities in any relevant jurisdictions, insurance costs, costs of extraordinary measures carried out in the interests of Investors in particular, but not limited to, arranging expert opinions and dealing with legal proceedings (for the avoidance of doubt this does not include costs of legal proceedings brought against the External Manager and/or Depositary) and all other operating expenses, including the cost of buying and selling assets, customary transaction fees, and fees charged by custodian banks or their agents (including free payments and receipts and any reasonable out-of-pocket expenses, i.e. stamp taxes, registration costs, scrip fees, special transportation costs, etc), customary brokerage fees and commissions charged by banks and brokers for transferable securities and money market instrument transactions and similar transactions, interest and postage, telephone, and facsimile charges. The External Manager may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period. However, as far as costs for publications and production of documents are concerned, only such costs for publications and production of documents are incumbent on the Company.

#### **TEMPORARY SUSPENSION OF THE DETERMINATION OF THE NET ASSET VALUE**

The Board of Directors of the Fund may, following a relevant decision taken by the External Manager and prior approval by the CySEC and subject to the provisions of the Articles and the interests of

Investor Shareholders of the Fund concerned, declare a temporary suspension of the determination (on any Valuation Day) of the Net Asset Value of the Fund during:

- (i) The existence of any state of affairs, which constitutes an emergency in the opinion of the External Manager, as a result of which disposal or valuation of assets of the Fund would be impracticable;
- (ii) Any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Fund;
- (iii) Any period when the Fund is unable to repatriate funds for the purpose of making distributions to the Investors or during which any transfer of funds involved in the realization or acquisition of investments cannot, in the opinion of the Directors, be effected at normal rates of exchange;
- (iv) When for any other reason, the prices of any investments of the Fund cannot promptly or accurately be ascertained; or
- (v) When such suspension is required or decided by the CySEC, as being in the best interest of the Investors.

## 19. DISTRIBUTION OF DISTRIBUTABLE PROCEEDS

The Distributable Proceeds shall be distributed among Investors and Carried Interest Beneficiaries as follows:

1. **Capital Return:** First, 100% to the Investors (pro-rata to their underlying economic interest) until they have received distributions in aggregate equal to their total Capital contributions paid, but not yet returned;
2. **7% Hurdle Rate:** Second, 100% to the Investors (pro-rata to their underlying economic interest) until each investor has received sums equal to a 7% compounded annual rate of return on their Capital contributions paid, but not yet returned;
3. **Catch-up:** Third, 100% to the Carried Interest beneficiaries until they have received an amount equal to 25% of the total Distributable Proceeds, distributed to the Investors under paragraph 2 above; and
4. **80/20 Split:** Thereafter, 80% to the Investors and 20% to the Carried Interest beneficiaries.

It is noted that there is no priority or seniority among investors.

## 20. EXITS

### RULES FOR EXITS

The Investor will not be able to receive the amount or value equal to the units attributable to him prior to the end of the Fund's life. However, the Investor will commence receiving Distributable Proceeds during the Fund's life, upon Portfolio Investments' liquidations and the relevant distribution of such proceeds, as per the policy outlined in Section 19 - Distribution of Distributable Proceeds.



At the end of the Fund's life duration, the amount or value being equal to the units held by each Investor will be distributed based on the last NAV calculated for the Fund during its liquidation and as per the policy outlined in Section 19 - Distribution of Distributable Proceeds.

Exit Proceeds will be paid in cash in the Base Currency of the Fund. If for any reason the Exit Proceeds cannot be paid in cash, it is possible that the equivalent value of such proceeds can be distributed in kind, on a pro-rata basis and in good faith, pursuant to procedures established by the External Manager, following the common market practice.

Any taxes, commissions and other fees incurred in the respective country/ies in which an Investor resides, will be charged.

#### **EXIT FEE**

During the liquidation of the Fund, no Exit Fee shall be charged.

#### **EXIT INFORMATION FORM**

At the end of the life duration of the Fund, all Investors will be requested to complete the Exit Information Form. The Exit Information Form includes the Investor's updated personal information, including confirmation of the bank account details previously provided by the Investor or the provision of a new bank account's details. If the Exit Proceeds are to be paid to a bank account other than the one specified in the original Subscription Application Form, then a reasonable and sufficient explanation must be provided from the Investor's side, concerning the reasons for changing the said bank accounts. In case of a joint account, all must sign the revised payment instructions. Failure to provide any of the aforementioned information will result in delay of payments.

All Exit Information Forms must be sent to the Fund Administrator between usual business hours (09:00 – 18:00 Cyprus time, GMT +2). The submission of the original Exit Information Form at the offices of the Fund Administrator by hand or by post is mandatory. Before submitting the original, a completed and signed Exit Information Form may be sent via electronic mail, for confirmation of good order, provided that the original will be also received at the offices of the Fund Administrator in a properly-timed manner. Delivery via fax will not be accepted.

#### **EXIT PROCEEDS**

Upon liquidation, after deduction of any outstanding costs that the Fund may have, all Exit Proceeds will be distributed to the Investors.

In calculating the Exit Proceeds, the amount will be rounded to the nearest cent (0.01), with the Fund being entitled to receive the adjustment.

#### **PAYMENT OF EXIT PROCEEDS**

Exit Proceeds will be paid in the Base Currency of the Fund or, at the discretion of the External Manager, in a freely transferable currency as requested by the Investor to the account designated by the Investor in the Exit Information Form. No interest will accrue on the Exit Proceeds pending the payment date. Any bank transfer charges or exchange costs will be deducted from the total Exit Proceeds. In case of inability to remit Exit Proceeds to an Investor for reasons not attributable to the Fund and/or the External Manager, neither the External Manager nor the Fund shall bear any liability

and the responsibility lies with the Investor to proceed to any necessary actions required, in order to enable the remittance. Exit Proceeds will be paid only to the Investor(s).

#### **NOTIFICATION OF TRANSACTIONS**

An Exit Confirmation will be sent by the Fund Administrator to exiting Investors via electronic mail, providing full details of the transaction. The Exit Confirmation should not be construed by Investors as confirmation of settlement of Exit Proceeds as the Fund Administrator is not in a position to confirm such information.

#### **COMPULSORY EXITS**

The External Manager has the right upon at least 5 (five) Business Days' notice to compulsorily return in whole or in part any amount contributed by an Investor, under such circumstances as described in the Prospectus, including the case where the External Manager determines that:

- (i) Interest is held by or for the benefit (directly or indirectly) of any Ineligible Person;
- (ii) The Investor has become an Ineligible Person, or has ceased to be an Eligible Person;
- (iii) Interest is held (or since its acquisition is now held) in breach of any laws of any country or the decision, order or determination of any governmental agency;
- (iv) Such Exit would eliminate or reduce the exposure of the Fund or its Investors to adverse consequences under the laws of any country;
- (v) Any of the representations given by the Investor in the Subscription Form were not true or have ceased to be true; or
- (vi) A court order or judgment demands the repayment of any amount contributed by the Investor.

The External Manager may charge any legal, accounting or administrative costs associated with such compulsory Exit to the exiting Investor.

Compulsory Exits shall be processed one (1) Business Day after the next available Valuation Day in a manner similar to a regular Exit.

#### **EXIT RIGHTS IN CASE OF AMENDMENTS TO THE FUND**

The terms and provisions of the Prospectus may not be waived, modified, or amended without the prior written consents of the External Manager. Significant amendments of the Prospectus will be valid only if approved by CySEC. Valid amendments shall be communicated immediately to the Investors who have the right to ask for the return of their contributed amount according to the provisions of the Prospectus as it applied prior to its amendment within (3) three months from the date of notification of its amendment to them.

## **21. TAX CONSIDERATIONS**

The following section is a short summary of certain important taxation principles that may be or become relevant with respect to the Company in Cyprus, though it does not purport to be a complete

summary of tax law and practice currently applicable in Cyprus and does not contain any statement with respect to the tax treatment of an investment in the Fund in any other jurisdiction. Furthermore, this Section does not address the taxation of the Company in any other jurisdiction or the taxation of any subsidiaries or intermediary companies (SPVs) of the Company in any jurisdiction. Therefore, prospective Investors are advised to consult their own professional tax advisers in respect of the possible tax consequences of subscribing for, buying, holding, redeeming, converting or selling Shares under the laws of their country of citizenship, residence, domicile or incorporation.

The following summary is based on laws, regulations and practice currently applicable in Cyprus at the date of this Prospectus and is subject to changes therein.

## **TAX RESIDENCY**

In accordance with the Income Tax Law, a company is tax resident in Cyprus if the management and control is exercised in Cyprus. There is no definition in the Cypriot Income Tax law as to what constitutes management and control. However, as a minimum, management and control may be taken to mean the place where the majority of Directors reside, where the board meetings of the Company are held and where the general policy of the Company is formulated.

## **TAXATION OF THE FUND**

### ***Corporate Income Tax***

Corporate tax for resident companies is 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. The year of assessment starts on the 1<sup>st</sup> of January and ends on the 31<sup>st</sup> of December. Arriving at the taxable income, deductions on such income and exemptions must be taken into account. All relevant expenses for the production of the taxable income are deductible expenses whereas dividends, capital gains or profit from the sale of securities (including shares and units) constitute income which is exempt from Income Tax. Expenses that directly or indirectly relate to tax exempt income are not tax deductible.

- ***Profits arising for the Fund from the sale of "Securities"***

Profits from the sale of securities are completely exempt from taxation, irrespective of the trading nature of the gain, the number of shares held or the holding period. The sale of securities falls also outside the scope of capital gains tax as well.

- ***Definition of "Securities"***

The Cyprus' tax authorities have issued circular 2008/13 of 17 December 2008 interpreting the definition of the term "securities", as currently defined under Article 2 of the Income Tax Law N118(I)/2002. Under Article 2 of the Income Tax Law N118(I)/2002, the term "securities" includes shares, bonds (both government and corporate bonds), debentures, founder's shares and other securities of companies or other legal persons, incorporated under the laws of Cyprus or abroad and options thereon.

Under the circular, the following are now defined as securities:

- i. Ordinary shares;

- ii. Founder's shares;
- iii. Preference shares;
- iv. Options on titles;
- v. Debentures;
- vi. Bonds;
- vii. Short positions on titles;
- viii. Futures/forwards on titles;
- ix. Swaps on titles;
- x. Depository receipts on titles such as American Depository Receipts and Global Depository Receipts;
- xi. Rights of claim on bonds and debentures without including the rights on the interest of those products;
- xii. Index participations (only if they result in titles);
- xiii. Repurchase agreements or repurchase agreements on titles;
- xiv. Participations in companies such as the Russian OOO and ZAO, US LLC (provided that they are subject to taxation on their profits), Romania SA and SRL and Bulgarian AD and OOD; and
- xv. Units in open-ended or closed-ended collective investment schemes (provided that they are registered and operate in accordance with the provisions of the laws in the country of their registration).

Examples of units in open-ended and closed-ended collective schemes include the following:

- a. Investment and mutual funds (investment trusts, investment funds, mutual funds, unit trusts, and real estate investment trusts)
- b. International Collective Investment Schemes;
- c. UCITS; and
- d. Other similar investment schemes (i.e., SICAVs, SICAFs, Luxemburg FCPs, etc.).

### ***Dividend income***

Cyprus' tax resident companies apply a seventeen percent (17%) withholding tax on dividend distributions to Cyprus' tax resident individuals. Distributions to Cyprus' tax resident companies are exempt from any withholding taxes in Cyprus.

Any dividend income received by a Cyprus Company should be exempt from corporate income tax in Cyprus.

Dividend income from abroad may also be exempt from the levy of the Special Defense Contribution tax, if the dividend paying company derives 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 6.25%) on the level of the dividend paying company ("effective tax test").

Dividends from abroad received in Cyprus that do not qualify for the exemption, are taxed at 17%.

Any tax withheld in respect of dividends received from abroad will be credited against the tax chargeable, in respect of the same income in Cyprus. The amount of the credit shall not exceed the amount which would be ascertained, given the amount of the income were computed in accordance with the provisions of the Cyprus Income Tax and Special Defense contribution Laws.

### ***Interest Income***

To the extent that interest is received by or credited to a Cyprus tax resident company, which is considered to arise in the ordinary course of the business or closely connected thereto, is considered as business income and will be subject to corporation tax in Cyprus at the rate of 12.5%. Interest income of companies which act as vehicles for the purpose of financing group companies is considered to be connected with the ordinary carrying on of a business. Interest received is considered as passive income and will be subject to a 30% Special Defense Contribution tax.

### ***Cyprus withholding taxes***

No Cyprus withholding taxes will apply in respect to the distribution of dividends or interest to investors that are non-tax residents of Cyprus (companies or individuals) and Cyprus tax resident companies.

### ***Deemed dividend distribution rules***

In relation to dividend distributions from Cypriot companies to Cypriot tax resident Investors, it should be noted that any profits attributable to Investors (companies or individuals), who are tax residents of Cyprus, are subject to the deemed dividend distribution rules. These rules provide that if a company, 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.

Further, the redemption of a unit holding in a collective investment scheme does not constitute a reduction of capital under the deemed dividend distribution provisions of the legislation and therefore, there will be no tax implications on the distribution arising from such redemption.

The deemed dividend distribution provisions do not apply to profits attributable to non-Cyprus tax resident shareholders (companies or individuals).

### ***Stamp Duty***

The establishment of the Fund and the subscription, redemption or transfer of its Investor Shares are exempt from Stamp Duty.

### ***Losses***

Any trading tax losses that may arise in a Cyprus company can be offset against taxable profits incurred in the year and any excess can be carried forward over the next 5 (five) years from the end of the tax year in which they were incurred, to be offset against taxable income.

### ***Exit through liquidation***

In the instance the Company is liquidated, the profits that have not been distributed prior to the liquidation will be considered as dividends “distributed” to the investors and will be subject to a tax rate of 3%, only for the proportion attributable to Cyprus tax resident investors (individuals). The proportion of the profits attributable to the non-tax resident investors, will be exempt from any tax in Cyprus.

## TAXATION OF INVESTORS

Potential Investors are advised to consult their own professional tax advisors concerning possible taxation or other consequences from purchasing, holding, selling or otherwise disposing of the units/certificates under the Laws of their country of incorporation, citizenship, residence or domicile.

### ***Dividend income***

Dividends received from a Cyprus company by Investors who are (i) non-tax residents of Cyprus (both corporate and individual) or (ii) Cyprus' tax resident companies will not be subject to any taxation in Cyprus.

Dividends received from the Company by individual investors who are tax residents of Cyprus will be subject to Special Defense Contribution at a rate of 17%, which will be withheld at the source by the Company. Dividend income is exempt from personal income tax.

### ***Sale or redemption of investor Shares***

The sale or redemption of Investor Shares will be exempt from any taxation in Cyprus.

## 22. INDEMNITY

The External Manager, the Expert Advisors, its managers, executives and members, the members of the Investment Committee and each and every Director of the Fund (the "Protected Members") shall not be held responsible towards the Fund and the Investors, for any damage that the Fund or the Investors suffer and which damage arises from the exercise of their duties as determined in this Document or from the appointment of any Protected Member, as member of the board of directors in any Portfolio Company, except for any matter resulting from such Protected Members' cause, fraud, gross negligence, bad faith or wilful misconduct.

Protected Members shall afford protection and get compensated by the Fund's assets for any liability, claim, expense, or damage may be incurred while exercising their duties, except for any matter resulting from such Protected Members' cause, fraud, gross negligence, bad faith or wilful misconduct. The indemnity provisions of this Section shall continue to afford protection to each Protected Member, whether the latter remains or ceases to possess or is replaced or resigns from the position or capacity pursuant to which such Protected Member became entitled to such indemnification under this Section and no amendments of this Agreement without the consent of such Protected Member shall reduce or restrict the relevant indemnification protection.

Payable indemnity amounts in no case may exceed the lesser of (i) 20% of the total current Liquidation proceeds from investments and (ii) an amount equalling to 20% of current Total Commitments. Fund's internal indemnification reserves shall not exceed EUR 500,000 and such reserves may be built-up by retaining 10% of the Liquidation Proceeds, upon liquidation of any of the Fund's Investments.

In all cases, the Fund should seek to initially keep any Protected Member indemnified, hold harmless or otherwise be reimbursed from other available sources, such as appropriate professional (external) indemnity insurance. Such external indemnity costs qualify as Fund Expenses. Any indemnification amount paid by such other sources, shall be deducted from any amount payable to the Protected Members by the Fund.

No Investor shall have any personal or joint liability concerning the creation of said indemnification reserves or payment of the indemnification compensation, as such compensation shall only be payable on proceeds received from Investments and not on drawn-down capital. In no circumstances shall distributions to investors be recalled for the purpose of indemnifying any Protected Members.

At the end of the Fund's life, any unused cash available in the indemnification reserves, will be distributed to investors pro-rata to their economic interest, as per the Fund's Distribution Policy. Must be noted that disputes among Protected Members are not applicable for indemnification purposes.