



# ΔOMINION

**DCS PCC OFFERING MEMORANDUM 02-SEP-2025**

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The Directors of the Company, whose names appear under the heading "Directors of the Company" on page 14 collectively and individually accept responsibility for the accuracy of the information in this Offering Memorandum. To the best of the knowledge and belief of the Directors (who have taken reasonable care to ensure that this is the case) the information contained in this Offering Memorandum is true and accurate in all material respects and there are no such other material facts, the omission of which would make misleading any statement contained in this document whether fact or opinion.

## **OFFERING MEMORANDUM**

### **DOMINION CAPITAL STRATEGIES FUNDS PCC LIMITED**

(incorporated as a protected cell company limited by shares under the laws of Guernsey with registration number 64515 and authorised by the Guernsey Financial Services Commission as an authorised Class B open ended collective investment scheme)

**02 September 2025**



## IMPORTANT INFORMATION

Prospective investors should not treat the contents of this Offering Memorandum as advice relating to legal, taxation, investment or any other matters. Prospective investors should consult their own professional advisers concerning the consequences of their acquiring, holding or disposing of Shares.

This Offering Memorandum and the statements made herein are based on the laws and practice in force in Guernsey at the date of this document. Neither the delivery of this Offering Memorandum, nor the issue of Shares shall, under any circumstances, imply that there has been no change in the circumstances affecting any of the matters contained in this Offering Memorandum since that date. Copies of this Offering Memorandum are available on request from the Manager.

## AUTHORISATION

The Company has been authorised as a Class “B” Collective Investment Scheme by the Guernsey Financial Services Commission (“GFSC”) under the Protection of Investors (Bailiwick of Guernsey) Law, 2020, as amended (“POI Law”).

In giving this authorisation, the GFSC does not vouch for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

Shareholders in the Company are not eligible for payment of any compensation under the Collective Investment Schemes (Compensation of Investors) Rules 1988 made under the POI Law.

This document constitutes the scheme particulars of the Company for the purposes of The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021 (“Rules”).

## DISTRIBUTION

Distribution of this Offering Memorandum is not authorised in any jurisdiction after the date of publication of the Company’s first report and accounts unless the prospective investor is aware that the most recent annual report and accounts are available on request from the Manager.

No broker, dealer or other person has been authorised by the Company or by any of its agents to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Shares other than those contained in this Offering Memorandum and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Company or any of its agents.

This Offering Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of this Offering Memorandum and the offering of Shares in certain jurisdictions may be restricted and accordingly persons into whose possession such documents come are required to inform themselves about and to observe such restrictions. In particular, subject to certain exceptions, this document should not be distributed, forwarded to or transmitted in or into the United States.

The Company has not been registered under the United States Securities Act of 1933 or the securities laws of any of the States of the United States of America, nor is such registration contemplated. The Shares may not be directly or indirectly offered or sold in the United States of America or to any United States person.

The Shares are subject to restrictions on transferability and resale and, subject to certain exceptions, may not be transferred or resold in the United States or to any U.S. Person. The Company reserves, and intends to exercise, the right at its sole discretion to compulsorily redeem or restrict the transfer of any Shares sold in contravention of these prohibitions or in the event that the transfer or continued ownership of any Shares could result in adverse legal, regulatory, pecuniary, tax or material administrative consequences for the Company or its Shareholders or, in particular, require the Company to register under the U.S. Investment Company Act.

## RISKS

Attention of prospective investors is drawn to the section entitled "Risk Warnings" on page 24 of this Offering Memorandum. Prospective investors are also encouraged to carefully consider any additional Fund-specific risk factors set out in the relevant Appendices for particular Funds (for example, the Bitcoin Tracker Fund).

## DEFINITIONS

The following words shall have the meanings opposite them unless the context in which they appear requires otherwise:

<b>"Administration Agreement"</b>	has the meaning set out on page 41 of this Offering Memorandum;
<b>"Administration Fee"</b>	the fee to which the Administrator is entitled as described on page 19 of this Offering Memorandum;
<b>"Administrator"</b>	Zeta Fund Services Limited, in its capacity as administrator of the Company, or such other person as the Company shall appoint from time to time to act as administrator and designated administrator of the Company;
<b>"Appendix"</b>	an appendix to this Offering Memorandum, and "Appendices" means more than one of them;
<b>"Articles"</b>	the Articles of Incorporation of the Company, as amended, modified or
<b>"Auditor"</b>	PricewaterhouseCoopers CI LLP;
<b>"Bonds"</b>	fixed income securities issued by any authorised bank, listed company
<b>"Business Day"</b>	any day on which banks in Guernsey are open for normal banking business (excluding Saturdays and Sundays);
<b>"Cash Instruments"</b>	includes cash in any current account or on deposit with, or certificates of deposit issued by, any bank or building society, short to-medium term Bonds, notes or other debt instruments issued by any bank, building society or national government, or listed corporate bodies (whether or not a Dominion Associate), and all other assets which the Directors in their absolute discretion consider to be of a similar nature;



<b>"Cellular Assets"</b>	the assets of the Company attributable to a Fund, comprising assets represented by the proceeds of the issue of Shares of the Fund, reserves, and all other assets attributable to the Fund;
<b>"Class"</b>	in respect of a Fund, a class of Shares that, pursuant to the Articles, the Directors may, from time to time, decide to issue, each being a separate class of Shares, the assets of which will be commonly invested but to which a specific sales or redemption charge structure, fee structure, minimum subscription and/or holding amount, currency denomination or dividend and distribution policy may be applied or which are hedged against a particular currency;
<b>"Collective Investment Schemes" and "CISs"</b>	collective investment schemes which are domiciled, managed, and regulated in jurisdictions approved by the Manager;
<b>"Companies Law"</b>	The Companies (Guernsey) Law, 2008, as amended;
<b>"Company Secretary"</b>	Zeta Fund services Limited;
<b>"Company"</b>	Dominion Capital Strategies Funds PCC Limited;
<b>"Core Assets"</b>	the assets of the Company attributable to the Core;
<b>"Core"</b>	the Company, excluding the Funds;
<b>"CRS"</b>	the Organization for Economic Co-operation and Development's "Common Reporting Standards";
<b>"Custodian Agreement"</b>	has the meaning set out on page 42 of this Offering Memorandum;
<b>"Custodian Fee"</b>	the fee to which the Custodian is entitled as described on page 20 of this Offering Memorandum;
<b>"Custodian"</b>	Peresec International Limited;
<b>"Data Protection Law"</b>	has the meaning set out on page 34 of this Offering Memorandum;
<b>"DCSF Application Form"</b>	the application form for Shares which is available from the Administrator on request;
<b>"DCSF Redemption Form"</b>	the redemption form for Shares which is available from the Administrator on request;
<b>"Dealing Day"</b>	the Subscription Day and the Redemption Day where they fall on the same date;
<b>"Directors" or the "Board"</b>	the directors of the Company for the time being, or, as the case may be, the Directors assembled as a board or as a committee of the board;
<b>"Dominion Associate"</b>	any subsidiary or subsidiary undertaking of Dominion Group Limited;
<b>"Dominion Funds"</b>	investment products or arrangements for which the Manager or a Dominion Associate (i) assisted with the establishment of; (ii) promotes;

	and/or (iii) is appointed manager, investment manager, investment adviser, investment sub-adviser or general partner;
<b>"Duties and Charges"</b>	all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees, registration fees and other fees, duties and charges whether in connection with the original acquisition or increase of the assets of the Fund or the creation, issue, sale, exchange or purchase of Shares in the Fund or the acquisition or disposal of Investments for the account of a Fund or in respect of certificates or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but shall not include any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value of the Fund;
<b>"Emerging Markets Equities"</b>	shares in companies which are listed on any Recognised Investment Exchange in an Emerging Market, and other liquid securities equivalent to shares in such listed companies;
<b>"Emerging Markets"</b>	those countries listed from time to time by the International Monetary Fund as "emerging markets", or such other countries as the Directors reasonably consider have similar characteristics;
<b>"Equities"</b>	Global Equities and/or Emerging Market Equities (as the context requires);
<b>"ETFs"</b>	exchange-traded funds;
<b>"FATCA"</b>	has the meaning set out on page 49 of this Offering Memorandum;
<b>"FCA"</b>	United Kingdom Financial Conduct Authority, the statutory regulator under FSMA responsible for the regulation of the United Kingdom financial services industry;
<b>"FSMA"</b>	United Kingdom Financial Services and Markets Act 2000;
<b>"Funds"</b>	each of the cells of the Company set out in the Appendices, being cells created by the Company for the purpose of segregating and protecting the Cellular Assets in the manner provided by the Companies Law;
<b>"GFSC"</b>	The Guernsey Financial Services Commission;
<b>"Global Custodian"</b>	The Bank of New York Mellon, London Branch, or such replacement custodian as may be appointed by the Custodian from time to time;
<b>"Global Equities"</b>	shares in companies which are listed around the world on any Recognised Investment Exchange (excluding those listed in Emerging Markets) and other liquid securities equivalent to shares in such listed companies;
<b>"Guernsey"</b>	the island of Guernsey and the islands of Alderney and Sark;

<b>"Illiquid Assets"</b>	an Investment (or a pool of Investments) which is deemed by the Directors to be illiquid or the value of which is not readily or reliably ascertainable or realisable;
<b>"Investment Adviser"</b>	Pacific Capital Partners Limited, or such other person as the Manager shall appoint from time to time to act as the investment adviser to the Manager;
<b>"Investment Objective"</b>	the investment objective of each of the Funds, as described in the relevant Appendix (referable to that Fund);
<b>"Investment Policy"</b>	the investment policy of each of the Funds, as described in the relevant Appendix (referable to that Fund);
<b>"Investment Restrictions"</b>	the investment restrictions applicable to each of the Funds, as described in the relevant Appendix (attributable to that Fund);
<b>"Investment"</b>	an investment owned, or to be made, by the Company in accordance with the Investment Objective of each Fund, as described in the Appendices;
<b>"Leverage"</b>	the use of long-term borrowings (from any source) by the Company whether in its own capacity or acting in respect of any of the Funds but excludes any bridging, temporary or overdraft finance entered into from time to time for portfolio management purposes;
<b>"Management Agreement"</b>	has the meaning set out on page 40 of this Offering Memorandum;
<b>"Management Fee"</b>	the management fee to which the Manager is entitled as set out on page 19 of this Offering Memorandum;
<b>"Management Share"</b>	a management share in the capital of the Company of no-par value and having the rights set out in the Articles, the proceeds of the issue of which shall be comprised in the Core Assets;
<b>"Manager"</b>	Dominion Capital Strategies Fund Management Limited or such other person as the Company shall appoint from time to time to act as manager; the Memorandum of Incorporation of the Company;
<b>"Memorandum"</b>	The Memorandum of Incorporation of the Company;
<b>"Multilateral Agreement"</b>	the multilateral competent authority agreement relating to the CRS;
<b>"Net Asset Value"</b>	the net asset value of the Company, a Fund, or a Share, as the context may require, as determined in accordance with the Articles and described in the heading "Calculation of Net Asset Value" on page 36 of this Offering Memorandum;
<b>"Offering Memorandum"</b>	this document, as amended or replaced from time to time, which includes all Appendices;
<b>"Ordinary Resolution"</b>	an ordinary resolution of the Shareholders of the Core or a Fund (as the case may be), passed as an ordinary resolution in accordance with the

Companies Law by a simple majority of the votes of Shareholders entitled to vote and voting in person, by attorney or by proxy at a meeting or, if proposed as a written resolution, by a simple majority of the total voting rights of Shareholders eligible to vote on the date of circulation of the written resolution;

<b>"POI Law"</b>	The Protection of Investors (Bailiwick of Guernsey) Law, 2020 as amended;
<b>"Recognised Investment Exchange"</b>	any stock or investment exchange, institution, index or screen-based or other electronic quotation or trading system providing dealing facilities or quotations for investments, approved from time to time by the Manager;
<b>"Redemption Day"</b>	every Business Day, or such other days as the Company may determine from time to time;
<b>"Redemption Price"</b>	the price at which Shares are redeemed on a Redemption Day, as set out in the Articles, and described on page 36 of this Offering Memorandum;
<b>"Register"</b>	the register of Shareholders of the Company or the Register of Shareholders of a Fund, as the context permits;
<b>"Registrar"</b>	Zeta Fund Services Limited, or such other person as the Company shall appoint from time to time to act as Registrar;
<b>"Rules"</b>	The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021 as amended from time to time;
<b>"Services Agreement"</b>	has the meaning set out on page 44 of this Offering Memorandum;
<b>"Share(s)"</b>	non-voting participating redeemable shares in the capital of the Company of no par value designated as a share of a Fund, the proceeds of issue of which shall be comprised in the Cellular Assets of that Fund;
<b>"Shareholder"</b>	a registered holder of a Management Share and/or a Share, as the context permits;
<b>"Special Resolution"</b>	a special resolution of the Shareholders of the Core or a Fund (as the case may be), passed as a special resolution in accordance with the Companies Law by a majority of not less than seventy-five per cent of the votes of Shareholders entitled to vote and voting in person, by attorney or by proxy at a meeting or, if proposed as a written resolution, by a majority of not less than seventy-five per cent of the total voting rights of Shareholders eligible to vote on the date of circulation of the written resolution;
<b>"Subscription Day"</b>	every Business Day, or such other days as the Company may determine from time to time;
<b>"Subscription Price"</b>	the price at which Shares are issued on a Subscription Day, as set out in the Articles and described on page 36 of this Offering Memorandum;

<b>"U.S. – Guernsey IGA"</b>	the intergovernmental agreement between Guernsey and the United States regarding the implementation of FATCA;
<b>"USD and \$"</b>	US Dollar, the lawful currency of the United States of America; and
<b>"Valuation Point"</b>	the time at which the Net Asset Value is determined, and which shall be 23.59 in Guernsey (or such other time as the Directors may determine from time to time) on the Business Day immediately preceding each Dealing Day.

## **CORPORATE DIRECTORY**

### **Directors of the Company**

- Tim Nelson
- Richard Rogers
- James Greco
- Matthew Wrigley
- Jason Le Roux
- Federico Cella

### **Registered Office**

Third Floor  
La Plaiderie Chambers  
La Plaiderie  
St Peter Port  
Guernsey  
GY1 1WG

### **Manager**

Dominion Capital Strategies Fund Management Limited  
Third Floor  
La Plaiderie Chambers  
La Plaiderie  
St Peter Port  
Guernsey  
GY1 1WG

### **Investment Adviser to the Manager**

Pacific Capital Partners Limited  
124 Sloane Street  
London  
SW1X 9BW

### **Administrator, Registrar and Company Secretary**

Zeta Fund Services Limited  
Third Floor  
La Plaiderie Chambers  
La Plaiderie  
St Peter Port  
Guernsey  
GY1 1WG



### **Legal Adviser**

Carey Olsen (Guernsey) LLP  
 Carey House Les Banques  
 St Peter Port  
 Guernsey  
 GY1 4BZ

### **Auditors and Tax Adviser**

PricewaterhouseCoopers CI LLP  
 Royal Bank Place  
 1 Glatigny Esplanade  
 St Peter Port  
 Guernsey  
 GY1 4ND

### **Global Custodian**

The Bank of New York Mellon, London Branch  
 One Canada Square  
 Canary Wharf  
 London  
 E14 5AL

### **Guernsey Custodian**

Peresec International Limited  
 North Suite  
 First Floor  
 Regency Court  
 Glatigny Esplanade  
 St Peter Port  
 Guernsey  
 GY1 1WW

## LEGAL STRUCTURE – THE COMPANY AND THE FUNDS

Dominion Capital Strategies Funds PCC Limited (the “**Company**”) is a Guernsey protected cell company limited by shares in accordance with the Companies Law incorporated in Guernsey with registration number 64515.

The Company has been authorised as a Class B collective investment scheme under the Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021 (the “**Rules**”) by the GFSC.

The Company does not intend to list any of the Shares or Management Shares on any stock exchange.

### Company Structure

As at the date of this Offering Memorandum, the Company has sixteen (16) active cells (the “**Funds**” and each a “**Fund**”) as follows:

- MSCI All World Tracker Fund;
- Global Bonds Fund;
- Cautious Fund;
- Balanced Fund;
- Aggressive Fund;
- Emerging Markets Equities Fund;
- Commodities Fund;
- New Technologies Fund;
- Global Growth Fund;
- Cash Fund;
- G10 Macro Rates Fund;
- Multi-Asset Sustainable – Balanced Fund;
- S&P 500 Tracker Fund;
- North American Opportunities Fund;
- Bitcoin Tracker Fund; and
- Nasdaq Tracker Fund.

Shares in the Funds will be issued and redeemed in USD.

Further terms and conditions specific to the Funds, including their Investment Objectives, Investment Policy and Investment Restrictions, are set out in the Appendices to this Offering Memorandum.

#### **Additional Funds and Classes of Shares**

Further Funds and Classes of Shares may be created in the future. A separate Class of Share within a Fund may have, by way of example, a different investment objective, specific sales or redemption charge structure, fee structure, minimum subscription and/or holding amount, currency denomination or dividend and distribution policy. Details of any Classes existing at the date hereof are set out herein and details of any additional Classes created in respect of a Fund will be set out in a revised Offering Memorandum.

#### **Protected Cell Company and Recourse Arrangements**

As a protected cell company, the Company consists of a Core and of separate and distinct, but not separately incorporated, cells (being the Funds). In accordance with the Companies Law and subject to any recourse agreements (described below) the assets and liabilities of any cell (including the Funds) are legally segregated and protected from those of the other cells and Funds. Similarly, the assets and liabilities of the Core are legally segregated and protected from those of the cells (being the Funds). In the absence of a recourse agreement, creditors of a cell of the Company only have recourse against the cellular assets attributable to that cell and those cellular assets are protected from the creditors of the Company who are not creditors in respect of that cell. Similarly, unless a recourse agreement stipulates otherwise, the Core Assets of the Company are only available to the creditors of the Core and are protected from any creditors of the Company who are not creditors of the Core. Liabilities of the Company not otherwise attributable to any of its cells must be discharged from the Core Assets. Any such assets, liabilities, income and expenses not attributable to a particular cell may be allocated between all cells at the discretion of the Directors on such basis as they consider fair. Unless excluded in writing, it is an implied term of every transaction to which the Company is party that no party shall make or attempt to make liable any "protected assets". The Companies Law sets out recovery mechanisms in favour of the Company should any such party be successful in taking protected assets in satisfaction of liabilities.

The Company has not entered into any recourse agreements in connection with the Cellular Assets of the Funds or the Core Assets.

#### **INVESTMENT OBJECTIVES, POLICY AND RESTRICTIONS**

As at the date of this Offering Memorandum, the Company has created sixteen (16) cells, being the Funds.

Each Fund's Investment Objectives, Investment Policy and Investment Restrictions are set out in the corresponding Appendix.

A subscription for Shares in the Fund should be part of a medium-term or long-term investment strategy implying an investment period of at least five years.

#### **Investment Process**

The Investment Adviser provides advice on the selection and allocation of each Fund's assets to various investment opportunities to the Manager, subject to policies adopted by the Directors.

These investment opportunities will generally have investors other than the Company.

The Manager will allocate all assets of the Funds among the investments that, in its view, represent attractive investment opportunities. Allocation depends on the Manager's assessment of the likely returns of various investment strategies that the investments utilize and the likely correlation among the investment strategies under consideration. The Manager generally seeks to invest in investment opportunities whose expected risk adjusted returns are deemed attractive and provide long-term capital appreciation.

The Investment Adviser and its personnel use a wide range of resources, including its well-established network, to identify attractive investment opportunities and promising investment strategies for consideration in connection with investments by the various Funds. To narrow the set of investment opportunities and investment strategies initially identified for consideration, the Investment Adviser screens investment opportunities and investment strategies according to criteria that include both quantitative measures such as past performance and systematic risk exposures, to the extent that data is available, and qualitative factors such as the reputation, experience and training of the management team, and their ability to articulate a coherent investment philosophy and risk control process. Following the initial screening process, the Investment Adviser conducts further review of the investment opportunities that it considers likely to generate superior, risk adjusted returns consistent with the Investment Adviser's views at that time as to both the most attractive strategy types and the needs of the Funds' existing portfolios. On an ongoing basis, the Investment Adviser conducts similar, periodic reviews with respect to the investment the Funds have made.

The Investment Adviser's team has extensive experience and expertise with a range of investment opportunities and have evaluated numerous investment funds representing many categories of alternative investments and utilising various investment strategies. Further, the Manager has extensive experience in directly managing a variety of investment strategies, including the Dominion Funds.

The Directors believes that this combination of evaluation expertise and direct investment experience enables the Investment Adviser and Manager (as the case may be) to understand the opportunities and risks associated with investing the investments made.

## FEES AND EXPENSES

### Initial Charges

There are no charges when applying for Shares in a Fund, either initially, or upon any subsequent investment for Shares in the relevant Fund.

### Redemption Charges

There are no charges for redeeming Shares in a Fund.

### Establishment Costs

The fees and expenses incurred in connection with the establishment of the Company and the initial issue of Shares (including the costs of preparing and printing this Offering Memorandum and the fees and expenses of the Company's professional and legal advisers) were approximately \$150,000 (exclusive of VAT, if any), and will be payable by the Company. These fees and expenses are being amortised for valuation purposes over the first five years of the Company.

### Management Fee (the "Management Fee")

The maximum permitted Management Fee is 2% per annum of the Net Asset Value of each Fund. The Management Fee will be calculated and accrued at each Subscription Day, and payable by each Fund monthly in arrears within 15 days of the end of each calendar month.

### Administrator's and Registrar's Fees

The Administrator is entitled to receive fees as follows (the "Administration Fee"):

An annual fee calculated according to the prevailing Net Asset Value of the Company payable monthly in arrears, as follows:

Per annum, for the preparation of net asset value calculations:

- 0.10% (10 bps) of net asset value, subject to the below minimum fees:
- For a net asset value below USD50,000,000 (USD50 million): USD50,000

Per annum, for the provision of registrar services:

- £20,000 for all Cells inclusive;
- £60 per investor transaction (including but not limited to subscriptions, redemptions, and transfers)

Per annum, for the preparation of annual and interim financial statements for the Company

- £1,000

Per annum, for the preparation of annual and interim financial statements of each Cell

- £3,000

Per annum for the provision of FATCA / CRS Reporting

- £3,000

Per annum, for acting as the Nominated Firm for Investor CDD

- £12,000

The Administration Fee and (minimum of) will increase on an annual basis by the Guernsey Retail Price Index (ex-mortgage) rate of inflation during the first quarter of each calendar year.

The Administrator is also entitled to be reimbursed out of the relevant Fund's assets for a range of expenses properly payable by the relevant Fund in accordance with the Rules.

### **Custodian Fee**

The Custodian is entitled to receive an annual fee (the “**Custodian Fee**”) of 0.07% of the Net Asset Value of each Fund (subject to a total minimum fee of \$80,000 per annum), calculated as at each Valuation Point and payable by each Fund quarterly in arrears.

### **Investment Adviser’s Fee**

All fees payable to the Investment Adviser under the Services Agreement are paid out of the Management Fee, and no additional fees are payable to the Investment Adviser by the Funds over and above the Management Fee.

### **Other Operating Fees and Expenses**

The Company and/or each Fund (as the case may be) will pay all other expenses related to its operation and administration including expenses related to the purchase, sale and management of Investments (to the extent not reimbursed), expenses of sub-custodians, prime brokers, meetings with Shareholders, the establishment and operational fees of the Company and each Fund, the fees and expenses of outside counsel and independent accountants, the out-of-pocket expenses of the Manager, the Administrator, the Registrar, such other advisers, managers, research firms and other consultants as the Company may, in respect of each Fund, consider appropriate (subject always to each being retained at market rates).

Directors will each be entitled to an annual fee of up to \$25,000 for acting as a director of the Company.



## APPLICATIONS, REDEMPTIONS, CONVERSIONS AND VALUATION ARRANGEMENTS

### Dealing arrangements

Shares in each Fund may be purchased on each Subscription Day or redeemed on each Redemption Day subject to the terms set out below. The price at which Shares can be purchased or redeemed will normally be determined as set out in the section entitled “Valuation” on page 36 of this Offering Memorandum.

The Directors may change the Subscription Day, Redemption Day or Valuation Point in respect of a Fund, or generally, in their absolute discretion although Shareholders will be given at least one month’s prior notice of any such change.

### APPLICATIONS

#### Application procedure

Applications for subscriptions for Class “I” Shares issued in the Cash Fund or the S&P 500 Tracker Fund must be received by the Administrator by post, facsimile or email prior to 23:59 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form with cleared funds for the relevant subscription being received by the Administrator not later than 5 (five) Business Days after the relevant Subscription Day.

Applications for all other subscriptions, together with cleared funds for the relevant subscription amount, must be received by the Administrator by post, facsimile or email prior to 15:00 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form.

Any subscription requests received after this time will, unless the Manager otherwise agrees, be held over and dealt with on the following Subscription Day. The original DCSF Application Form, signed and dated by the prospective Shareholder, and all supporting customer due diligence documentation, should be returned to the Administrator.

In the case of joint applications all prospective Shareholders must sign the DCSF Application Form. Copies of the DCSF Application Form are available from the Manager’s website or from the Administrator on request. The Administrator will hold monies received from a prospective Shareholder in separate client monies bank accounts. The Administrator reserves the right to carry over an application and any application monies pending clearance of an applicant’s telegraphic transfer.

The Administrator will also require verification of the identity of applicants (to include their ultimate beneficial owners) and the source of funds and source of wealth as further described under the heading “**Prevention of money laundering and terrorist financing**” on page 34 of this Offering Memorandum. If satisfactory evidence is not produced, then the application may be rejected or held until satisfactory evidence is produced.

The Board has the right, in its sole and absolute discretion, to reject an application or to accept any application in part only or to treat as valid any applications that do not fully comply with the terms and conditions of application.

If an application is not accepted or is cancelled for any reason, the amount paid on application will be returned by the Administrator, at the applicant’s risk, without interest, less any charges to the remitting bank, to the account of the remitter quoting the applicant’s name.

**Minimum subscription and holding amounts**

The minimum initial subscription amount for Shares in a Fund that will be accepted is \$10,000. Additional subscriptions for Shares in a Fund may be made in any amount, subject always to a minimum of \$250. The minimum holding amount in each Fund is \$10,000.

The Manager (under delegated authority of the Directors) may, in its absolute discretion, waive or vary the above mentioned minimum amounts from time to time and generally or in any particular case.

**Eligible investors**

The eligibility of any potential investor or existing Shareholder for a share class shall be determined by the Manager (under delegated authority by the Directors) in its absolute discretion.

The Directors and/or the Manager will only consider applications into a Fund from those applicants who meet certain criteria, and who represent and warrant to the Company that:

- they are able to acquire and hold Shares without violating applicable laws;
- they have a thorough understanding of the Fund/Funds into which they wish to invest and the risks inherent in making such investment(s); and
- they have been introduced by an existing Shareholder or Director of the Company, or a senior employee of the Manager, a Dominion Associate or any of its business partners.

All applications which meet the above criteria will be considered by the Manager. However, the Manager, acting on behalf of the Company may, in its absolute discretion, reject any application or transfer and is not obliged to give reasons for so doing. Where a Shareholder redeems its Shares other than for the purposes of conversion between Funds, the Manager is not obliged to accept any subsequent application and may, in its absolute discretion, reject any application and is not obliged to give reasons for so doing.

Shares in the Company can only be held by a Shareholder who is over the age of 18. Shares may be held for beneficiaries under the age of 18 by a Shareholder who is over the age of 18. Without the Manager's prior written approval (under delegation from the Directors), no Shareholder shall be permitted to acquire the Shares for the purposes of repackaging the Shares or developing or entering into any structured products that are referenced, linked or secured over the Shares, including but not limited to credit linked notes, total return swaps, indexed notes, indexed swaps, principal protected products or any other synthetic products.

**Contract notes**

Unless otherwise specified in this Offering Memorandum, a contract note will be sent to the applicant usually within two Business Days after the relevant Subscription Day, providing details of the transaction and a Shareholder number that should be quoted in any correspondence by the Shareholder with the Administrator. It is the responsibility of the Shareholder (and its agent where applicable) to check the information contained in the contract note is correct and to notify the Administrator of any discrepancy within five Business Days of receipt. Contract notes are sent at the Shareholder's own risk.

## **Registered form**

Unless the Directors otherwise agree, certificates will not be issued in respect of any Shares. Title to Shares will be evidenced by reference to entries in the register of the Shareholders maintained by the Registrar. The register of Shareholders may be inspected during normal business hours at the registered office of the Company, the address of which is stated in the Corporate Directory on page 14 of this Offering Memorandum. Any changes to a Shareholder's personal details must be notified immediately to the Registrar in writing.

## **REDEMPTIONS**

### **Redemption procedure**

Shareholders will have the right to redeem the whole or part of their holdings of Shares on any Redemption Day.

A Shareholder who wishes to redeem all or any part of his holding of Class "I" Shares in the Cash Fund or the S&P 500 Tracker Fund must submit his request to the Administrator by post, facsimile or email prior to 23:59 Guernsey time on the Business Day prior to the relevant Redemption Day.

A Shareholder who wishes to redeem all or any part of his holding in any other class of shares in any Fund must submit his request to the Administrator by post, facsimile or email prior to 15.00 Guernsey time on the Business Day prior to the relevant Redemption Day. Requests received after this time will, unless the Manager or Administrator otherwise agrees, be held over and dealt with on the following Redemption Day.

Notice of redemption may be given using the DCSF Redemption Form which is available upon request from the Administrator, or in writing in a form acceptable to the Administrator and specifying the details described in this Offering Memorandum. Such redemption requests must be signed and dated by the Shareholder and, in the case of joint Shareholders, all Shareholders must sign the DCSF Redemption Form. Where a Redemption Form is submitted by facsimile or email the original must be immediately forwarded to the Administrator by post. A redemption request may only be withdrawn with the consent of the Administrator. The Manager and Administrator (as appropriate) are authorised to rely on a validly completed DCSF Redemption Form without further investigation.

Payment will be rounded down to the nearest unit of currency and the relevant Fund will retain the benefit of any such rounding.

The Administrator may also require additional customer due diligence documentation in order to process a redemption request as described under the heading "Prevention of money laundering and terrorist financing" on page 34 of this Offering Memorandum. If satisfactory evidence is not produced by the Shareholder, redemption proceeds may be held by the Administrator in a separate bank account (designated as client money accounts) until all requested documentation has been received and is in order.

## Settlement

Provided that the DCSF Redemption Form has been validly completed and received by the Administrator, and all customer due diligence requirements have been satisfied in full, payment of the redemption proceeds will normally be made by telegraphic transfer within five Business Days following the relevant Redemption Day (or as soon as the proceeds are received by the Fund from the sale of any Investments made to meet the redemption) to the bank account specified in the DCSF Redemption Form.

All redemption monies will be paid in USD. Unless otherwise agreed with the Administrator, the transfer of redemption monies is at the Shareholder(s) risk, and will be made without interest, less any bank charges, and must be paid to an account in the name of the Shareholder(s).

Monies received from a Fund in respect of redemptions will be held by the Administrator in separate bank accounts (designated as client money accounts) until payment of the redemption proceeds is made to the redeeming Shareholder.

### Contract notes

Unless otherwise specified in this Offering Memorandum, a contract note will be sent to the Shareholder usually within two Business Days after the relevant Redemption Day, providing details of the redemption transaction. It is the responsibility of the Shareholder (and its agent where applicable) to check that the information contained in the contract note is correct and to notify the Administrator of any discrepancy within five Business Days of receipt. Contract notes are sent at the Shareholder's own risk.

### Deferral of redemptions and compulsory redemptions

If, on any Redemption Day, the relevant Fund:

- has insufficient available liquid funds; or
- in the reasonable opinion of the Directors, will be unable to liquidate sufficient positions in an orderly manner to provide such funds,

necessary to meet all Redemption Requests on the relevant Redemption Day, then the Directors shall determine the appropriate course of action, acting at all times in the best interests of Shareholders including, but not limited to, reducing the number of Shares to be redeemed on such Redemption Day (to meet the available liquidity within the relevant Fund), or suspending redemptions entirely. The Directors will notify Shareholders immediately upon reaching such a determination.

If, at any time, the Net Asset Value of the Company (calculated as though for the purpose of computing Redemption Prices) on six consecutive Redemption Days shall be less than \$5 million (or the equivalent in another currency) (or such other sum as the Directors may determine) the Company may, by not less than four weeks' notice expiring on a Redemption Day to all holders of Shares given within eight weeks of the expiry of the sixth consecutive Redemption Day (as the case may be), redeem at the Redemption Price all (but not some) of the Shares in issue on that Redemption Day.

The Directors may redeem all Shares if, in their opinion, it has become uneconomic for the Company or a Fund to continue. The Company shall give not less than four weeks' notice of such redemption (expiring on a Redemption Day) to all holders of Shares.

## CONVERSIONS

Subject to the Manager's consent, Shareholders will be entitled to exchange Shares in one Fund (the "**original Fund**") for Shares in any other Fund then in existence or agreed to be brought into existence (the

“new Fund”). Shareholders are required to give the same period of notice for the conversion of Shares of the original Fund as they would have to give for the redemption of those Shares (or such shorter period as the Directors may in their discretion determine). Any conversion requests received after this time will, unless the Manager otherwise agrees, be held over and dealt with on the following Dealing Day.

Applications for conversions must be received by the Administrator by post, facsimile or email, using the relevant DCSF Conversion Form. The original DCSF Conversion Form, signed and dated by the prospective Shareholder should be returned to the Administrator.

In the case of joint applications all Shareholders must sign the DCSF Conversion Form. Copies of the DCSF Conversion Form are available from the Manager’s website or from the Administrator on request. The Administrator will hold monies received in respect of conversions in separate client monies bank accounts.

The conversion will be calculated using the Subscription Price and Redemption Price of Shares in the relevant Funds with reference to the following formula:

$$NS = \{OS \times (RP \times CF)\} \div SP$$

where:-

NS is the number of Shares of the new Fund to be issued;

OS is the aggregate number of Shares of the original Fund to be converted comprised in the conversion notice;

RP is the Redemption Price per Share of the original Fund ruling on the relevant Dealing Day;

CF is the currency conversion factor determined by the Manager on the relevant Dealing Day as representing the effective rate of exchange applicable between the Base Currencies of the relevant Funds; and

SP is the Subscription Price per Share for the new Fund on the relevant Dealing Day. Conversion between Classes of Shares in a Fund is not permitted.

## Settlement

Shares in the new Fund are issued on the relevant Dealing Day and funds from the redemption of Shares in the original Fund will be applied to the purchase of the Shares in the new Fund not later than 5 (five) Business Days after the relevant Dealing Day.

## Conversion charges

No conversion charges shall apply although the Redemption Price will be used as the basis to convert the Shares. In addition, the Shareholder will bear any costs incurred in translating the redemption proceeds of the holding of the original Fund into the appropriate currency for the payment of the Subscription Price for the holding in the new Fund, where the original and new Funds have a different base currency.

## Contract notes

Unless otherwise specified in this Offering Memorandum, a contract note will be sent to the applicant usually within two Business Days after the relevant Dealing Day, providing details of the conversion. It is the responsibility of the Shareholder (and its agent where applicable) to check the information contained in the contract note is correct and to notify the Administrator of any discrepancy within five Business Days of receipt. Contract notes are sent at the Shareholder’s own risk.

Shareholders should note that conversions may be treated as a realisation for the purposes of taxation of capital gains in some jurisdictions and Shareholders should seek advice prior to the submission of any conversion instruction.

## RISK WARNINGS

Investment in a Fund involves certain risks. Prospective investors should give careful consideration to the following risk factors in evaluating the merits and suitability of an investment in any Fund. This is not an exhaustive list. Prospective investors are also encouraged to carefully consider any additional Fund-specific risk factors set out in the relevant Appendices (particularly those risk warnings related to the Bitcoin Tracker Fund, which has its own set of unique risk considerations).

**Business Risk:** No guarantee or representation is made that the Manager's investment programme will be successful and there can be no assurance that the Funds (or any of them) will achieve their Investment Objectives. The past performance of the Manager cannot be construed as an indication of the future results of an investment in any of the Funds. In certain circumstances, the Company may compulsorily redeem all of the Shares.

**Change of Laws Risk:** Changes in legal, tax and regulatory regimes may occur during the life of the Company, a Fund and/or its investments, which may have an adverse effect on the Funds and their Investments.

The financial services industry generally, and certain investment activities of private investment funds similar to the Company, and their managers, in particular, have been subject to intense and increasing regulatory scrutiny. Market disruptions, the dramatic increase in capital allocated to alternative investment strategies, and the growing concern about the lack of regulation of private investment funds have led to the proposal of various U.S. federal, state and local and non-U.S. laws and regulations regarding private investment funds and may in the future lead to additional proposals.

Such scrutiny may increase the Company's and the Manager's exposure to potential liabilities and to legal, compliance and other related costs. Increased regulatory oversight, enhanced regulation and the adoption of new statutes, rules or regulations with respect to the investment activities of the Funds may also reduce the amount and availability of investment opportunities for the Funds.

The reduction of such investment opportunities could have a material and adverse effect on the investment performance of the Funds. Such increased regulatory oversight and regulation may also impose additional administrative burdens on the investment managers, the Manager and/or the Company, and such regulatory proposals, or any future proposals, if adopted, could adversely affect the Funds, including the business, financial condition, and prospects of the Funds, and could also require increased transparency as to the identity of the Shareholders.

**Competition Risk:** The business of identifying and structuring investments of the types contemplated by the Company is competitive and involves a high degree of uncertainty. The availability of investment opportunities generally is subject to market conditions as well as, in some cases, the prevailing regulatory or political climate. No assurance can be given that the Company will be able to identify and complete attractive investments in the future or that it will be able to invest fully its subscriptions. Similarly, identification of attractive investment opportunities by investments is difficult and involves a high degree of uncertainty. Even if an attractive investment opportunity is identified by an investment manager, an investment may not be permitted to take advantage of the opportunity to the fullest extent desired.

**Concentration Risk:** Where the investment objectives, policy or restrictions of a Fund require the commitment of a majority of a Fund's net assets towards a particular investment, such Fund may be subject



to greater market fluctuations and other general risks than if it diversified its portfolio across several investments.

**Conflicts of Interest Risk:** As described under the heading “Conflicts of Interest” on page 44 of this Offering Memorandum, instances are expected to arise in which any of the Manager, a Dominion Associate or a Dominion Fund, will have potential or actual conflicts of interest with the Company and its Shareholders. There is a risk that such conflicts may have an adverse effect on the availability of Investments for a Fund or the returns from Investments of the Funds.

**Control Risk:** investment funds may take control positions in companies. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise and other types of liability related to business operations. In addition, the act of taking a control position, or seeking to take such a position, may itself subject an investment fund to litigation by parties interested in blocking it from taking that position. If those liabilities were to arise, or such litigation were to be resolved adverse to the investment funds, the investing investment funds likely would suffer losses on their investments.

**Counterparty and Settlement Risk:** The Company (for and on behalf of the Funds) will take a credit risk on parties with whom it trades and will also bear the risk of settlement default. Failure by a counterparty to make payments due under a derivative instrument will reduce a Fund’s income.

**Currency Risk:** The Funds are denominated in USD. Certain of the assets of the Funds may, however, be invested in investments which are denominated in different currencies to USD. Accordingly, the value of such Investments may be affected favourably or unfavourably by fluctuations in currency rates. Further, the Directors may decide to issue Classes of Shares in currencies other than USD.

Such Classes may be exposed to possible adverse currency fluctuations between the USD and the currency in which such Shares are denominated. The Manager may seek to hedge the resulting foreign currency exposure of the Funds (as well as to prevent Classes profiting from currency gains). However, the Funds will necessarily be subject to foreign exchange risks and there can be no assurance that any hedging transactions will be successful in lessening the exchange rate exposure of the Funds or Classes, nor can there be any assurance that any such hedging transactions will not itself produce significant losses. In addition, prospective investors whose assets and liabilities are predominantly in other currencies should take into account the potential risk of loss arising from fluctuations in value between different currencies. The Manager is under no obligation to hedge any currency risks.

**Custody Risk:** There exists a risk of the loss of securities held in custody by virtue of the insolvency, negligence or fraudulent action of the Custodian or of a sub-custodian. Where any of the Fund’s Investments are held by a nominee, agent or sub-custodian outside of Guernsey or the United Kingdom, there may be different settlement, legal and regulatory requirements in that country and there may be different practices for separate identification of safe custody assets. Therefore, it may not be possible under the relevant laws of that country for the assets to be separately identifiable from the nominee, agent, sub-custodian or Custodian and, accordingly, there may be a greater risk of loss in the event of failure of any such agent, nominee or sub-custodian.

**FATCA Risk:** Under the United States Foreign Account Tax Compliance Act provisions of the US Hiring Incentives to Restore Employment Act 2010, which implemented FATCA, the Company could become subject to a 30 per cent. withholding tax on certain payments of US source income (including dividends and interest), and (from no earlier than two years after the date of publication of certain final regulations defining “foreign passthru payments”) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments, if it does not comply with certain registration, due diligence and reporting obligations under FATCA. Pursuant to the intergovernmental agreement

between Guernsey and the United States (the "US-Guernsey IGA") and Guernsey legislation implementing the US-Guernsey IGA, the Company may be required to register with the US Internal Revenue Service (the "IRS") and report information on its financial accounts to the Guernsey tax authorities for onward reporting to the IRS.

**Fraud Risk:** The Manager, Registrar and Administrator (in their respective capacities) must comply with their respective obligations under Guernsey's anti-money laundering and countering the financing of terrorism law and regulations. From time to time portfolio managers may provide the Company, the Manager, Registrar, Administrator and/or the Custodian with information with respect to the Funds' Investments. Although the Company, the Manager, the Registrar, the Administrator and the Custodian will take reasonable measures to ensure such parties provide them with complete and correct information, there can be no assurance that the Company, the Manager, the Registrar, the Administrator and/or the Custodian can verify that all information received from such parties are true, complete and correct. Such information may be fraudulent without the knowledge of the Company, the Manager, the Registrar, the Administrator and/or the Custodian. As such, fraud may not be detected immediately and this may affect the Funds.

**Fund-of-Funds Risk:** Although the Investment Adviser may periodically receive information from each investment fund regarding its investment performance and investment strategy, the Investment Adviser and Manager may have little or no means of independently verifying this information. An investment fund may use proprietary investment strategies that are not fully disclosed to the Manager, which may involve risks under some market conditions that are not anticipated by the Manager. In addition, the Company has no control over the investment funds' investment management, brokerage, custodial arrangements or operations and must rely on the experience and competency of each investment manager in these areas. The performance of the Funds depends on the success of the Investment Adviser in selecting investment funds for recommendation by the Manager and the allocation and reallocation of Cellular Assets among those Funds.

**Inability to Liquidate and Potential Delays in Payment of Redemption Proceeds Risk:** In circumstances where the Manager is unable to liquidate Investments in an orderly manner to enable the Funds (or any of them) to pay redemption proceeds or where the Net Asset Values of a Fund cannot be determined, the Company may take longer than the time periods disclosed in this Offering Memorandum to effect settlements of redemptions until such time as the Manager is able to liquidate any such Investments in an orderly manner.

The Company may even defer or suspend redemptions (in whole or in part) of a Fund, establish a liquidating trust, special purpose vehicle or side pockets to hold Illiquid Assets from which redemptions may not be made until the Directors, in consultation with the Manager, determine such Investments are no longer Illiquid Assets. However, there will be no obligation whatsoever on the Manager to adopt any of these strategies. In addition, the Company may also withhold a portion or all of any proceeds of redemption if necessary to comply with applicable legal, tax or regulatory requirements. No interest or any other form of damage will accrue to or be payable to the Shareholders with regard to any such delays in the settlement of redemption proceeds.

**Inadequate Return Risk:** There can be no assurance that the returns on the Funds' Investments will be commensurate with the risk of an investment in a Fund. Each prospective investor should have the ability to sustain the loss of its entire investment in a Fund.

**Income Risk:** Unless otherwise provided for in this Offering Memorandum, the Company does not presently intend to pay dividends in respect of any Fund. Accordingly, an investment in the Fund may not be suitable for investors seeking income returns for financial or tax planning purposes.

**Indemnification Obligations of the Company/Fund's Risk:** The Company, on behalf of the Funds and out of the assets of the Funds, has agreed to indemnify the Directors and certain of its service providers under the agreements engaging such service providers.

**Insider Risk:** From time to time, the Company or its affiliates may come into possession of material, non-public information concerning an entity in which a Fund has invested, or proposes to invest. Possession of that information may limit the ability of the Fund to buy or sell securities of the entity.

**Investment Adviser:** The Manager has appointed the Investment Adviser to advise on the initial and ongoing composition of Investments and the risk management strategy that may be applied to the Investments of the Fund. The advice and recommendations of the Investment Adviser are not binding on the Manager, and no guarantee or representation is made that the Investment Adviser's advice and/or recommendations will be accepted by the Manager.

**Length of Investment Risk:** Investments in the Funds should be considered as medium-to-long term investments and prospective investors should not contemplate an investment term of less than five years.

**Limited Role of the Directors:** The Directors have ultimate authority over all of the Company's operations. However, as substantially all of the Company's operations consist (indirectly) of implementing specialised investment strategies, the ability of the Directors to control these operations is inherently limited. The Directors' roles are non-executive and consist of oversight of, rather than active involvement in, the Company's trading activities.

**Limited Role of the Shareholders:** The Shares do not entitle the holders thereof the right to vote at general meetings of the Company. Accordingly, holders of Shares shall not have the right to approve, amongst other things: (i) the appointment, removal or remuneration of the Directors, (ii) the appointment, removal or remuneration of the Manager and other service providers, (iii) the amendment of the Articles (unless such amendment is deemed to vary the class rights attached to Shares).

**Liquidity and Valuation Risk:** Except in certain circumstances, there will be no active market for the interests held by the Funds in the investment funds. Accurately valuing and realising the Investments, or closing out positions in such Investments at appropriate prices, may not always be possible. The investment managers may not permit holdings to be redeemed/surrendered as frequently as the Funds do, or at all. In the absence of published current redemption/surrender prices, the Directors may therefore have to determine valuations in respect of such Investments. Adequate information may not always be available to the Directors from the investment managers or other sources for that purpose and consequently such valuations may not accurately reflect the realisable value of each Fund's holdings of the relevant investment fund. There may be delays in obtaining values for underlying Investments that may result in reliance on estimates in calculating the Net Asset Value.

**Market Disruption Risk:** The Funds may incur major losses in the event that disrupted markets and/or other extraordinary events affect markets in a way that is not consistent with historical pricing relationships. The risk of loss from the disconnection from historical prices during periods of market disruption is compounded by the fact that in disrupted markets many positions become illiquid, making it difficult or impossible to close out positions against which the markets are moving. In 1994, in 1998 and again in the "financial crisis" of 2007-2009, a sudden restriction of credit resulted in forced liquidations and major losses for a number of investment vehicles focused on credit-related investments. However, because market disruptions and losses in one sector can cause ripple effects in other sectors, many investment vehicles suffered heavy losses even though they were not heavily invested in credit-related investments.

In addition, the global financial markets may undergo further fundamental disruptions in the future, which could result in renewed governmental interventions which may be materially detrimental to the

performance of the Funds. Furthermore, market disruptions caused by unexpected political, military and terrorist events may from time to time cause dramatic losses for the Funds (or any of them), and such events can result in otherwise historically low-risk strategies performing with unprecedented volatility and risk. A financial exchange may from time to time suspend or limit trading. Such a suspension could render it difficult or impossible for the Funds (or any of them) to liquidate affected positions and thereby expose it to losses. There is also no assurance that off-exchange markets will remain liquid enough for the Funds to close out positions.

**Market Participant Risk:** The institutions, including brokerage firms and banks, with which the Fund trades or invests (including any investment manager), may encounter financial difficulties that impair the operational capabilities or the capital position of the Funds (or any of them).

**Pandemic, epidemic or other outbreaks of contagious disease:** An outbreak of contagious disease, particularly if the outbreak reaches epidemic or pandemic proportions (such as COVID-19), can create significant economic and social uncertainty. Whilst it is difficult to predict the ultimate impacts of such outbreaks, it is likely that outbreaks will have material adverse impacts on affected economies and societies, and that such negative impacts may persist for some time. The Funds' investments may be impacted as a result of such outbreaks by disruptions to commercial activity due to failures to contain such outbreaks and/or due to containment measures, including but not limited to the introduction of guidance and/or imposition of directives to stay at home, lockdown, self-isolate, quarantine, work remotely, socially distance, and to restrict gatherings and travel.

In addition, such outbreaks may contribute to volatility in financial markets, which can disrupt historical pricing relationships or trends, increase illiquidity, disrupt the availability of financing or negatively impact the performance of the Funds' investments.

In addition, the imposition of such containment measures may materially disrupt the Funds and their appointed service providers' and counterparties' (including providers of financing) business activities, including but not limited to the Manager's and/or Investment Advisor's ability to effectively identify, monitor, operate and dispose of investments and operate the Funds in general.

**Public Disclosure Risk:** Shares may be held by investors who are subject to public disclosure requirements. The amount of information about their investments that is required to be disclosed has increased in recent years, and that trend may continue. To the extent that the disclosure of confidential information relating to an Investment results from Shares being held by public investors, the Funds (or any of them) may be adversely affected.

**Rebate Arrangements Risk:** The Manager may agree with other parties that assist in the distribution and marketing of the Funds to rebate part of its fees payable to it with respect to such distribution and marketing of Shares.

**Recognition of Protected Cell Company Structure Risk:** Jurisdictions other than Guernsey may not be prepared to recognise the segregation of assets and liabilities between cells or between the Core and the cells (including the Funds). As a protected cell company, the Company consists of a Core and a separate and distinct, but not separately incorporated, cell. In accordance with the Companies Law, the assets and liabilities of any cells are legally segregated and protected from those of other cells. Similarly, the assets and liabilities of the Core are segregated and protected from those of the Funds.

The principle is that where any liability arises which is attributable to a particular cell or to the Core only the cellular assets attributable to that cell or the Core Assets attributable to the Core should be used in satisfaction of the liability. Thus, when considering a liability attributable to any cell, the Core Assets, and the assets attributable to any cell, other than the cell to which the relevant liability is attributable, are "protected assets". The Directors are not aware of any case in which the mechanism by which assets and

liabilities are segregated through a protected cell company has been considered by a foreign court. Where the assets of the Funds are held outside Guernsey, and an action is brought against that Fund (or indeed the Company) in the jurisdiction in which the assets are located, it is not known to what extent the foreign court will assume jurisdiction, or give primacy to Guernsey corporate law in evaluating whether or not those assets are free for the purposes of any enforcement action in that jurisdiction. There is a risk that the segregation of assets and liabilities between the cells or between the Core and the Funds may not be recognised or upheld within the courts in jurisdictions outside Guernsey. In relation to the Company, this could result in Shareholders in one cell (to the extent that there is more than one cell at any one time) bearing losses or liabilities in relation to another cell that could impact upon the value of assets held within the first cell.

However, the Directors understand that, as a matter of comity, a court in a jurisdiction outside Guernsey would have to satisfy itself that it has jurisdiction (as a matter of conflict of laws), and then if it does assume jurisdiction, it would apply Guernsey law and should, therefore, recognise and uphold the manner in which assets can be segregated through the Companies Law.

The Court may order that any liability a Director has for failing to inform a third party that it is contracting with the Company, or failing to specify the cell in respect of which the third party is contracting, may be met from the cellular assets or Core Assets of the Company. The Company must inform any person with whom it transacts that it is a protected cell company, and must identify or specify the cell in respect of which that person is transacting or specify that the transaction is in respect of the Core (as appropriate).

If the Company fails to provide the transacting party with this information then the Directors become personally liable to the counterparty to the contract although, unless they were fraudulent, reckless, negligent or acted in bad faith, they do have a right of indemnity against the Core Assets of the Company. Only the Court can relieve the Directors from this liability on certain grounds set out further in the Companies Law and, in doing so, may order that any liability may be met from the Cellular Assets or Core Assets of the Company. In relation to the Company, this could result in Shareholders in one cell bearing losses or liabilities in relation to another cell which could impact upon the value of assets held within the first cell. This would only apply to the extent that additional cells were to be created by the Company (beyond the Funds).

Solvency issues for one of the cells in the Company could in limited circumstances restrict the ability of other cells to make distributions (including the redemption of Shares). In accordance with the Companies Law, in order to effect a distribution or pay a dividend from a cell or the Core, the Directors must be satisfied that the Company will, immediately after payment of the distribution, be solvent.

Therefore, the ability of a cell or the Core to make a distribution will be determined on the solvency of the Company as a whole rather than on the solvency of the relevant cell or Core alone. This may restrict the Company's ability to effect distributions, pay a dividend or redeem Shares, although the Directors do not anticipate any situation where the Company would not satisfy the aforementioned "solvency test". If the Company were to be restricted in its ability to effect distributions or pay a dividend in respect of the Shares this could result in the holders of the Shares not being able to receive a return on their investment.

**Redemption Risks:** Shareholders will only be able to redeem Shares by giving prior written notice. The risk of any decline in the Net Asset Value per Share during the period from the date of receipt by the Administrator of notice of redemption until the Redemption Day on which redemption is effected will be borne by the Shareholders.

Redemptions are subject to a number of limitations. In the event the Directors limit or suspend redemptions in the manner as described under the headings "Deferral of redemptions and compulsory redemption" and "Suspension of dealings and/or calculation of Net Asset Value" on pages 24 and 38 of this Offering Memorandum, respectively, it most likely will not be possible for the Fund to pay redeeming



Shareholders all or any portion of their redemption amount. If the relevant Fund is required to meet redemption requests on any Redemption Day the Manager may have to sell or redeem shares in any underlying investment fund which may itself be subject to a limit on sale or redemptions. If this occurs, then the relevant Fund's ability to meet its own redemption requests will be hindered by the inability to redeem sufficient underlying Investments to provide adequately for their own redemptions.

For the reasons described above and other circumstances, there can be no assurance that the Fund will have sufficient cash to pay for Shares that are being redeemed or that it will be able to liquidate Investments at favourable prices to pay for redeemed Shares. A Shareholder may not be able to redeem any or all of the Shares subject to that Shareholder's redemption request on the Redemption Day originally specified by such Shareholder. Shareholders will bear any additional risk of any decline in the Net Asset Value per Share until the Redemption Day(s) on which the Shares are actually redeemed. In the event of a suspension of the calculation of the Net Asset Value and/or redemption of Shares, redemption requests will not be held over and at the end of a period of suspension holders of Shares will be required to submit a new redemption request if it is their intention to proceed with the redemption.

**Regulatory Risk:** The European Parliament and the Council of the European Union approved a directive (the "**AIFM Directive**") on alternative investment fund managers ("**AIFM**") on 11 November 2010.

As an entity with its registered office outside the EU, the Manager will be affected by the AIFM Directive only to the extent that the Manager conducts relevant management and marketing activities to professional investors within the EU. Accordingly, the Manager may not be subject to the provisions of the AIFM Directive in its management and marketing of the portfolio of the Company and the protections for investors provided for by the Directive may therefore not be available to investors in the Company.

Shareholders should note that the provisions of the AIFM Directive limit the ability of the Company, as an investment fund not established in the EU which is managed by a non-EU manager, to be marketed to professional investors within the EU. This may have the consequence of, amongst other things, the Company not benefitting from economies of scale that might otherwise have been achieved.

The Manager may consider utilising the national private placement rules in certain of the EU member states when marketing the Company for as long as they remain available and provided that Guernsey has a co-operation agreement in place between the GFSC and the regulator in the EU member state where marketing might be proposed to be undertaken. Guernsey also has a set of AIFM Directive-equivalent rules which the Manager may opt to use if it considers it suitable to do so in the future.

The AIFM Directive may, in the future, provide an option for the Manager to actively market Shares within the EU to professional investors by applying for a passport. Should the Manager decide to obtain such a passport, its ability to obtain such a passport will be subject to certain conditions. There is a risk that the Manager may not be able to fulfil the conditions required in order to obtain the relevant passport. In addition, in meeting conditions applicable under the AIFM Directive in order either to rely on the existing national private placement rules or to qualify for the marketing passport, the Company may be required to incur material additional costs. Such costs would have a negative impact on the net returns achieved for investors.

**Reliance on the Manager Risk:** The Funds' Investments will be managed by the Manager on a discretionary basis. Investors will not make decisions with respect to the management, disposition or other realisation of any Investment, or other decisions regarding the Company's business and affairs. Consequently, the success of the Funds' Investments will depend, in large part, upon the skill and expertise of the Manager. Although the Manager believes that the success of the Funds' Investments is not dependent upon any individual, there can be no assurance that any of the current officers and employees of the Manager will

continue to serve in their current positions or continue to be employed by the Manager. Departures of such persons may have a materially adverse impact on the performance of the Funds.

**Substantial Redemptions Risk:** If there are substantial redemptions of Shares, it may be more difficult for the Funds to generate returns since it will be operating on a smaller asset base. In addition, if there are substantial redemption requests within a limited period of time, it may be difficult for the Manager to provide sufficient funds to meet such redemptions without the Funds liquidating positions prematurely at an inappropriate time or on unfavourable terms. In such circumstances, the Manager may suspend redemptions of Shares as described under the heading “Suspension of dealings and/or calculation of Net Asset Value” on page 38 of this Offering Memorandum.

**Tax Risks:** The tax consequences to investors of an investment in a Fund are complex. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of Shares, and any foreign exchange restrictions that may be relevant thereto.

**Valuation Risk:** Certain Investments may be difficult to value and may be subject to varying valuation interpretations by third party pricing agents. In particular, independent pricing information may not always be available with respect to certain Investments and the Manager may: (i) rely on estimated valuations provided by the Investments’ administrators, issuers or investment managers, or (ii) rely on valuation information provided by the Administrator. In such instances, the Manager will seek independent valuation, where practicable, since it may face a conflict of interest in giving investment advice in respect of or valuing Investments that lack a readily ascertainable market value, since any valuations or investment advice given with respect to the value of such Investments may be reflected in the Net Asset Value and as a consequence, the Funds’ reliance on such valuations or investment advice will impact the calculation basis for the fees due to the Manager and other service providers.

Further, given the uncertainty inherent in the valuation of Investments that lack a readily ascertainable market value, the reflection of the value of such Investments in the Net Asset Value may differ materially from the actual prices at which a Fund would be able to liquidate such Investments. As a consequence, the Net Asset Value, in relation to a relevant Dealing Day, may not necessarily reflect the actual aggregate value of the assets less the liabilities of the relevant Fund and, as a result, the Net Asset Value for the applicable Dealing Day may be affected negatively or positively if the information relied upon by the Company is updated, supplemented or restated at any time following publication of each Fund’s Net Asset Value in relation to the applicable Dealing Day.

**Volatility Risk:** The values of the Investments and, accordingly the Net Asset Value of the Funds may be volatile from week to week. The value of Shares may fall as well as rise and investors may not get back, on a redemption or otherwise, the amount originally invested.

The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in a Fund. In particular, the Funds’ performance may be affected by changes in market or economic conditions and legal, regulatory and tax requirements. The Company (out of the Cellular Assets of the Funds) will be responsible for paying the fees, charges and expenses referred to in this document regardless of the level of profitability.



## DATA PROTECTION

By agreeing to invest in a Fund, Shareholders acknowledge and accept that the Manager, Registrar and/or the Administrator (on behalf of the Company) may hold and process personal data to properly record the Shareholder's interest in a Fund in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017 as the same may be amended from time to time, as well as the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) and in accordance with applicable laws and regulations and with internal policies (the "Data Protection Law") and to advise the Shareholder of matters relative to its investment in the Funds, including current values and changes to the Funds or Company documentation and the Manager and the Registrar/Administrator may, in order to fulfil its duties to the Company and to comply with regulatory requirements:

- process an investor's personal data (including sensitive personal data) as required by or in connection with its investment in the Fund including processing personal data in connection with credit and money laundering checks on the investor;
- communicate with the investor as necessary in connection with its affairs and generally in connection with its investment in the Funds;
- provide personal data to such third parties (including the Custodian) for processing or otherwise as the Manager or the Registrar/Administrator may consider necessary in connection with the investor's affairs and generally in connection with its investment in the Funds or as the Data Protection Law may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;
- transfer personal data to other companies within the same group as the Manager, (including to any such companies which are outside the Bailiwick of Guernsey or the European Economic Area) who wish to use such information for marketing purposes to promote their services to the Shareholders, including by means of electronic communications; and
- process a Shareholder's personal data for the Manager's, Registrar's and/or the Administrator's internal administration.

References in this section to the Manager, Registrar and/or Administrator include references to any of their delegates.

Detailed data protection information, relating to the types of the personal data processed and collected, retention or personal data and shareholder's rights and duties are contained in the Privacy Notice which is available on the designated website.

## Prevention of money laundering and terrorist financing

Due to requirements designed to combat money laundering and terrorist financing operating within various jurisdictions, including Guernsey, the United States and the United Kingdom, the Administrator is required to identify and take risk-based and adequate measures to verify the beneficial owners of all Shareholders. The application of this risk-based approach dictates that in certain circumstances the Administrator will be required to apply enhanced customer due diligence to certain investor types. Accordingly, the Administrator reserves the right to request, at the time of subscription, and at any time whilst the investor holds Shares, including at the time of redemption of such Shares, such information as may be necessary to verify the identity of Shareholders and any beneficial owner of Shares.

The Administrator's customer due diligence procedures will require an individual to produce customer due diligence documentation in accordance with the GFSC's regulations.

Typically the Administrator will require customer due diligence documentation prior to the investor's first subscription for Shares. However, as a result of regulatory changes or in relation to a redemption or otherwise the Administrator may require ongoing due diligence to be carried out and, accordingly, the Administrator reserves the right to request any information at any time as may be necessary to verify the identity of a Shareholder or any beneficial owner of Shares.

In the event of delay or failure by the investor to produce any information required for verification purposes, subscription monies or redemption monies will be held by the Administrator in separate bank accounts (designated as client monies accounts) until all requested documentation has been received and is in order. In the event of failure to produce the required information in a form acceptable to the Administrator, the application for, or redemption of, Shares may be refused, and the subscription monies returned to the bank account from which they were remitted or the redemption monies retained for the account of the Administrator in separate bank accounts (designated as client monies). No Shares will be issued to an investor or redeemed, and no re-registration will be registered, until the identity of the applicant or the transferee, as the case may be, has been verified to the satisfaction of the Administrator.

## VALUATION

### Net Asset Value, Subscription Prices, and Redemption Prices

The Net Asset Value per Share of the Funds is calculated for each Dealing Day at the Valuation Point and the Subscription Price, and the Redemption Price for the Funds is available on request from the Administrator. Shareholders can request from the Administrator a redemption value based on the latest available Redemption Price for the Shares held by them at any time.

### Calculation of Subscription and Redemption Prices

Any allotment or redemption of Shares on any Subscription Day or Redemption Day will be made at the relevant Subscription Price or Redemption Price per Share of the Funds, determined by the Directors in accordance with the Articles being a sum ascertained by:

- taking the Net Asset Value of the Company or the Funds (as the case may be) as at the Valuation Point;
- in the case of a redemption of Shares, deducting therefrom such sum (if any) as the Directors may consider represents the appropriate allowance for Duties and Charges in relation to the realisation of all the Investments held by the Company as at the relevant Valuation Point on the assumption that such Investments had been realised at prices equal to their respective values as at that Valuation Point;
- in the case of a subscription of Shares, adding such sum as the Directors may consider represents the appropriate provision for Duties and Charges which would have been incurred on the assumption that all the Investments held by the Company had been purchased at the relevant Valuation Point; and
- dividing the resulting Net Asset Value by the number of Shares in the relevant Funds in issue or deemed to be in issue at the relevant Subscription Day or Redemption Day (as the case may be),

in each case rounding up or down (for subscriptions and redemptions respectively), the resultant figure to three decimal places.

### Calculation of Net Asset Value

The Net Asset Value of each Fund and Net Asset Value per Share will be calculated by the Administrator on each Dealing Day as at the relevant Valuation Point. The Net Asset Value of the Funds is determined by deducting the value of the total liabilities of each Fund from the value of the total assets of that Fund.

Investments will be valued as follows:

- the value of any CIS shall be the latest price as notified to the Directors by the directors or administrator of the relevant CIS, or obtained from a recognised third party price vendor or from the relevant investment manager;
- the value of any Investment which is quoted, listed or normally dealt in on a securities market will normally be based on the latest bid price for long positions and ask price for short positions for such security last available to the Directors at the relevant Valuation Point. Where such Investment is listed or dealt in on more than one securities market, the Directors may select any one of such markets for the foregoing purposes, which shall be the market which, in the opinion

of the Directors, constitutes the main market in relation to such Investment or the market, which in relation to such Investment, the Directors in their absolute discretion consider most accurately reflects the true value of the Investment. Notwithstanding, the Directors may adjust the value of any such Investment if, having regard to currency exchange costs, marketability and/or such other considerations as they may deem relevant, they consider that such adjustment is required to reflect the probable realisation value of the Investment;

- the value of any investment fund or security which is not listed or dealt in on a securities market, or which is normally listed or dealt in on a market but in respect of which no price is currently available, will be the market value of such investment;
- the value of any cash in hand or on deposit, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the face value thereof unless, in any case, the Directors are of the opinion that the same is unlikely to be paid or received in full, in which case the value thereof will be arrived at after making such adjustment as the Directors considers appropriate in order to reflect its true value;
- the value of any demand notes, promissory notes and accounts receivable will be deemed to be the face value or full amount thereof after making such adjustment as the Directors considers appropriate to reflect the true current value thereof;
- certificates of deposit, treasury bills, bank acceptances, trade bills and other negotiable instruments will each be marked to market as at the relevant calculation date;
- if extraordinary circumstances render a valuation pursuant to the above principles impracticable or inadequate, the Directors will determine whether alternative methodologies should be adopted and, if so, decide what these alternative methodologies should be. The relevant assets would then be valued accordingly;
- if in any case a particular value is not ascertainable in accordance with the above principles or if the Directors consider that some other method of valuation better reflects the fair value of the relevant investment, then in such circumstances the method of valuation of the relevant investment will be as the Directors, in their absolute discretion, determine; and
- notwithstanding the above, where at the time of any valuation any asset has been realised or contracted to be realised, there will be included in the assets in place of such asset the net amount receivable by the Fund in respect thereof provided that, if such amount is not then known exactly, its value will be the net amount estimated by the Directors to be receivable by the Fund provided that if the net amount receivable is not payable until some future time after the time of any valuation the Directors will make such adjustment as it considers appropriate to reflect its true current value.

Notwithstanding all of the above, the Directors will be entitled, at their discretion, to apply a method of valuing any Investment different from that prescribed above if such method would in their opinion better reflect the fair value of any Investment and, in doing so, the Directors may rely upon opinions and estimates of any persons who appear to them to be competent to value investments of any type or designation by reason of any appropriate professional qualification or experience of the relevant market. In such cases, where the Directors, on advice from the Manager, have designated an asset as an Illiquid Investment, the Directors shall be entitled to value an Illiquid Investment with regard to its current realisable market value (assuming a secondary market sale), or lacking such value, with a nil valuation until the relevant instrument shall no longer be deemed to be an Illiquid Investment.

### **Suspension of dealings and/or calculation of Net Asset Value**

The Directors may suspend the calculation of the Net Asset Value and/or the issue and/or redemption of Shares of a Fund in certain circumstances, including but not limited to, in the event that:

- by reason of the closure of or the suspension of trading on any Recognised Investment Exchange it is not reasonably practicable to ascertain the value of the Investment of the relevant Fund;
- in the opinion of the Directors, it is not reasonably practicable to fairly determine the Net Asset Value of the relevant Fund;
- for any other reason circumstances exist as a result of which, in the opinion of the Manager, it is not reasonably practical or in the best interests of the holders of Shares for the Company to realise or to dispose of Investments comprised in the relevant Fund;
- a breakdown occurs in the means of communication normally employed between the Company, the Custodian and the Manager;
- a breakdown occurs in any system or infrastructure of the Company, the Custodian, the Administrator and/or the Manager to such an extent that the Net Asset Value for the relevant Fund cannot be calculated accurately;
- any other breakdown occurs in any of the means normally employed by the Administrator in assessing the value of Investments; or
- upon the passing of a Special Resolution to wind up the Company or a Fund, as the case may be, in accordance with the Companies Law and/or the Articles.

The Directors may also suspend the calculation of the Net Asset Value and/or the issue and/or redemption of Shares of a particular Class of Shares within a Fund in the aforementioned circumstances provided that the Directors determine such circumstances apply to or otherwise affect only the relevant Class of Shares and not the Fund as a whole.

Following a suspension, the re-calculation of the Net Asset Value, and/or Subscription Price and/or Redemption Price will commence at the Valuation Point for the Dealing Day immediately following the last day of the suspension period. The fees of the Manager, the Administrator and the Custodian will continue to accrue during the period of suspension and will be calculated by reference to: (i) the last valuation prior to the suspension coming into effect in the case of suspension of Net Asset Values; or (ii) the daily Net Asset Value in the case of suspension of Shareholder dealing. Redemption requests will not be held over and at the end of a period of suspension holders of Shares will be required to submit a new redemption request if it is their intention to proceed with the redemption.

During a period of suspension, the Manager and/or Administrator may issue an indicative Net Asset Value strictly for information purposes only. Shareholders are not entitled to rely on any such indicative valuation.

## MANAGEMENT AND ORGANISATION

### Directors of the Company

The Directors of the Company are responsible for managing the business affairs of the Company in accordance with the Articles. The Directors have delegated certain management functions to the Manager. The Company shall be managed and its affairs supervised by the Directors whose details are set out below. The address of the Directors is Third Floor, La Plaiderie Chambers, La Plaiderie, St Peter Port, Guernsey, GY1 1WG.

The Directors of the Company, all of whom are non-executive directors, are as follows:

#### Mr Timothy A. Nelson

Mr Nelson was appointed Director of the Dominion Group of companies in 2004 and was appointed Group CEO in February 2012. He also holds a number of directorships within the Group. Mr Nelson previously held senior positions within the Abbey National Group's Long Term Savings division, including Scottish Mutual International and Scottish Provident International.

Mr Nelson is a Chartered Insurer and an Associate Member of the Chartered Insurance Institute.

#### Mr James I. P. Greco

Mr Greco was appointed as a Director of the Dominion Group of companies in 2004 and holds a number of directorships within the Group. He previously held a number of senior positions with Clerical Medical Investment Group Limited, J.M. Rothschild International Assurance, Scottish Amicable International Life and National Provident Institution.

Mr Greco holds a B.A. (Hons) from Portsmouth University.

#### Mr Richard J. Rogers

Mr Rogers is an experienced financial services professional whose career in the international fund management and insurance industries spans more than 30 years. Following a successful early career in the UK, Richard relocated to Hong Kong in 1987 to establish an Asia presence for MIM Britannia (subsequently acquired by Invesco) before joining Eagle Star Asia as a Director in 1993. He returned to the UK in 1997 to take responsibility for sales for Royal Skandia, later becoming Sales Director of Skandia International until 2011. Mr Rogers is a Director of a number of Dominion Group companies.

#### Mr Matthew Wrigley

Mr Wrigley has extensive experience in developing and managing international investment funds. A qualified lawyer, he was General Counsel and Global Head of Compliance for MacarthurCook Limited, a specialist fund management company listed on the Australian Securities Exchange. Following his expatriation to Singapore, he served as Chief Operating Officer of the Macarthur Cook Industrial REIT, a real estate investment trust listed on the Singapore Securities Exchange, which invested in industrial and logistics real estate assets throughout Asia. He joined AMP Capital Investors (Singapore) Pte Ltd in 2007 and held several roles, including Business Development Manager for the Asian funds management platform, and Fund Manager for the AMP Capital Vietnam Real Estate Opportunity Fund, a private equity real estate fund invested in hotel projects across Vietnam. Mr Wrigley returned to Australia in 2010, with global law



firm Baker & McKenzie, where he was part of the market-leading Funds and Private Investment team. Mr Wrigley holds a Bachelor of Laws (LL.B) from the University of Queensland, Australia and is a Solicitor of the Supreme Court of Queensland.

#### **Jason Le Roux**

Mr Le Roux was appointed as a Director of Dominion Fund Management Limited in January 2022. Mr Le Roux previously held the position of Managing Director of EPIC Funds Services (Guernsey) Limited from 2016 to 2021 and Managing Director of the Dominion Fund Management Limited from 2006 to 2016. Prior to that Mr Le Roux was Custody Manager and Client Relationship Manager at HSBC Custody Services (Guernsey) Limited and spent 6 years with the Credit Suisse Group of companies in both London and Guernsey. Mr Le Roux is an Associate of The Chartered Institute of Securities & Investment, a member of the Institute of Directors and has over 30 years' experience in the Finance industry.

#### **Federico Cella**

Mr Cella is the CEO and co-founder of Dominion Capital Strategies, an investment platform based in Guernsey serving international investors. Since its inception in 2018, Mr Cella has overseen strategic planning, operational management, IT development, and finance, positioning Dominion as a leading platform endorsed by thousands of financial advisors across over 90 countries.

Prior to Dominion, Mr Cella founded and served as CEO of Lynkos, a SaaS platform connecting financial advisors with product providers. Earlier in his career, he was Managing Director and major shareholder at AIVA, transforming it from a family-owned insurance agency into a multinational wholesaler of financial services acquired by Quilter (formerly Old Mutual Group) in 2012. Mr Cella also co-founded CityCop, a community-watch app integrated with over 700 police departments in the US and Latin America.

Mr Cella holds degrees in Business Administration from Universidad ORT Uruguay and completed advanced management programs at IEEM/IESE, Harvard, and Stanford. In 2007, he was recognized as Entrepreneur of the Year by Endeavor, a global non-profit organization headquartered in New York that promotes entrepreneurship.

#### **Other Directorships**

A list of all directorships held by the Directors in the past five years is available for inspection at the Company's registered office.

#### **The Manager**

By a novation to the management agreement dated 25 September 2023, as amended from time to time (the "**Management Agreement**"), Dominion Capital Strategies Fund Management Limited was appointed by the Company to act as Manager in accordance with the terms of the Management Agreement.

The Manager was registered in Guernsey with limited liability on 10 November 2023 and its holding company is Dominion Group Limited, a company incorporated in Guernsey. The Manager is licensed by the GFSC under the POI Law as a manager, which includes authorisation to provide management services to collective investment schemes.

The directors of the Manager are as follows:

#### **Mr Timothy A. Nelson**



Please refer to the previous pages for a summary of Mr Nelson's experience.

**Mr Jason M. Le Roux**

Please refer to the previous pages for a summary of Mr Le Roux's experience.

**Mr Matthew J. Wrigley**

Please refer to the previous pages for a summary of Mr Wrigley's experience.

**Mr James I. P. Greco**

Please refer to the previous pages for a summary of Mr Greco's experience.

**Mr Richard J. Rogers**

Please refer to the previous pages for a summary of Mr Rogers' experience.

The Manager has the primary responsibility for the management of the Company and the making of investments on its behalf under the overall supervision of the Directors.

The Manager may deal as principal in the Shares and is under no obligation to account to the Company or to Shareholders for any profits to which it thereby becomes entitled. The Manager is under no obligation to account to the Company or the Shareholders for any profit it makes on the issue of Shares or on the re-issue or cancellation of any such Shares that have been redeemed.

The Management Agreement may be terminated immediately if the Manager or the Company (a) commits a material breach of the Management Agreement that is not remedied within 30 Business Days of notice of the breach, (b) go into liquidation (save for the purpose of a previously approved winding up for the purpose of reconstruction or amalgamation); (c) has a receiver appointed; (d) are declared en désastre or some similar or analogous procedure has been taken or the Manager ceases to be qualified to act pursuant to the Articles or the POI Law.

The Manager is not liable for any losses, costs, expenses or damages suffered by the Company, the Fund, any Shareholder or the Company's investment adviser in connection with the Management Agreement howsoever arising unless such losses, costs, expenses or damages arise from the fraud, negligent act or omission, or wilful default of the Manager. The Company shall indemnify the Manager against all actions, proceedings, claims and demands (including for costs and expenses incidental thereto) which may be made against, suffered or incurred by the Manager in respect of any loss or damage suffered or alleged to have been suffered by any party in connection with the performance by the Manager of its duties under the Management Agreement.

Subject to the Rules, the Management Agreement may be terminated by either party upon not less than 90 days' notice to the other party or on shorter notice in certain, prescribed circumstances.

**Administrator, Registrar and Company Secretary**

By an agreement dated 2nd September 2024 (the "**Administration Agreement**"), the Company has appointed Zeta Fund Services Limited (the "**Administrator**") to act as administrator, registrar and company secretary of the Company. The Administrator is licensed by the GFSC under the provisions of the POI Law to conduct certain restricted investment activities in relation to collective investment schemes. For the

purposes of the Rules made under the POI Law, the Administrator is the “designated manager” of the Company. The Administration Agreement provides for a fee to be payable by the Company to the Administrator in respect of providing these services, further details of which are set out in this Offering Memorandum.

The Administration Agreement is terminable by any party upon three months' notice in writing provided that the Administration Agreement may be terminated immediately by the mutual consent of the parties hereto at any time or by one party if (i) any other party has broken or is in breach of any of the terms of the Administration Agreement (other than a breach which is of a trivial nature) and, if such breach is capable of remedy, shall not have remedied such breach within a reasonable period after service of written notice requiring the same to be remedied; where such reasonable period is proposed by the Company to be less than thirty days and the proposed period is less than the period stipulated in the prevailing service level documentation in place with the Company at the time of the alleged breach, the Company shall be obligated to expressly demonstrate why such shorter period is necessary, which shall be subject to mutual consent between the parties (such consent not to be unreasonably withheld), (ii) any other party shall go into liquidation or an order shall be made or a resolution shall be passed to put any party into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation), (iii) a receiver shall be appointed to the undertaking of any other party or any part thereof, (iv) any other party shall be declared en état de désastre or is made subject of a preliminary vesting order under the laws of the Island of Guernsey, (v) the Administrator shall cease to be qualified to act as such pursuant to the POI Law, or (vi) on the termination or winding up of the Company.

In the absence of fraud, negligence, or wilful default, the Administrator shall not be liable for any loss or damage suffered by the Manager, any Shareholder or the Company arising directly or indirectly out of any error of judgement on the part of the Administrator made or committed in good faith in the proper performance of the duties of the Administrator hereunder, nor shall the Administrator in the absence of fraud, negligence, or wilful default be responsible for any loss or damage which the Manager, the Company, or any Shareholder may sustain or suffer as the result of, or in the course of, the proper discharge of such duties. The Administration Agreement also contains provisions for the indemnification of the Administrator out of the assets of the Company and each relevant Fund (in respect of claims and demands relating to that Fund only) against all claims and demand by third parties made against the Administrator in connection with its services under the Administration Agreement except to the extent that the claim is due to negligence, wilful default, or fraud of the Administrator or any of its directors, officers, employees, or agents, as the case may be.

## **Custodian**

For the purposes of the POI Law and the Rules, and pursuant the terms of the custodian agreement dated 1 February 2023 and entered into between the Company and the Custodian (as may be amended from time to time) (the "**Custodian Agreement**"), the Custodian acts as designated custodian of the Funds. In this capacity, the Custodian is responsible for appointing the Global Custodian to hold all instruments and securities purchased from time to time by each of the Funds.

The Custodian Agreement provides for the Custodian Fee to be payable by the Company to the Custodian in respect of providing these services. The Custodian will meet all costs of the Global Custodian from the Custodian Fee, and no additional fees and expenses are payable to the Global Custodian by the Company or the Shareholders over and above the Custodian Fee.

The Custodian shall not be removed or be entitled to retire except in circumstances where a replacement custodian having the qualifications required by the Rules to be Custodian of the Company has agreed so to act and provided that the Custodian shall remain responsible to the Company for its duties and obligations hereunder until the replacement custodian has been appointed as custodian of the Company.

Subject to the above, the Custodian Agreement may be terminated by either the Custodian or the Company giving to the other at least 60 Business Days' written notice of termination to the other party provided that the Custodian may not retire until the directors of the Company have selected another corporation having the qualification required by the Articles and the Rules to be custodian or, failing such selection within six months' from the date of the notice to termination, the Custodian may nominate such a corporation to take its place (being a corporation approved in writing by the directors of the Company, such approval not to be unreasonably withheld). Subject to the above the Custodian shall be entitled to resign immediately if (a) the Custodian ceases to hold a licence authorising the provision of the services set out in the Custodian Agreement, (b) the Company commits a material breach of its obligations under the Custodian Agreement and has not remedied such breach within 20 Business Days after service of notice by the Custodian requiring it to be remedied or (c) the continued performance of the obligations under the Custodian Agreement ceases to be lawful.

Subject to the above, the Company may terminate the appointment of the Custodian immediately (a) if the Custodian has committed a material breach of its obligations under the Custodian Agreement and has not remedied such breach within 20 Business Days after service of notice by the Company requiring it to be remedied, (b) if the Custodian shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or if a receiver is appointed over any of its assets or its affairs are declared en etat de désastre, (c) if the Custodian ceases to be resident in Guernsey for fiscal purposes, (d) if the Custodian ceases to be qualified to act pursuant to the Articles or the Rules, (e) upon termination or winding up of the Company or (f) if the Custodian is unable to fulfil its duties hereunder in any material respect by reason of sovereign risk or a combination of sovereign risks for a continuous period of three months or a total of three months in any six month period.

Under the terms of the Custodian Agreement, the Custodian shall not be liable for any direct, indirect or consequential loss, harm, damage, cost or expense arising by virtue of the Custodian acting in accordance with proper instructions, provided that the Custodian shall remain liable in respect of any losses, damages, liabilities and all reasonable costs and expenses caused by (i) the fraud, negligence or wilful default of the Custodian or (ii) the Custodian's failure to use reasonable care in selecting and monitoring an appointed sub-custodian. The Company shall indemnify the Custodian for all direct and indirect losses arising as a consequence of a failure to ensure that it, each Fund and, if applicable, any investment manager acting on its behalf (including the Investment Manager) are not in breach of any price manipulation and/or market abuse law or regulation promulgated by the operator of any securities exchange or regulatory body save where such losses are attributable to (i) the fraud, negligence or wilful default of the Custodian or its affiliates or (ii) the failure of the Custodian to use reasonable care in selecting and monitoring a sub-custodian, broker, dealer, bank or other agent. Notwithstanding the above, any indemnity provided by the Company under the Custodian Agreement shall not cover any consequential, indirect, primitive or special damages or losses arising out of or in connection with the performance or non- performances by the Custodian of its duties and obligations under the Custodian Agreement. In addition, the Custodian shall indemnify the Company against all judgments and amounts paid in settlement and reasonably incurred in connection with legal or administrative proceedings arising out of or attributable to (i) any fraud or wilful default on the part of the Custodian or (ii) the Custodian's failure to use reasonable care in selecting and monitoring a sub-custodian.

Pursuant to the Custodian Agreement the Custodian may appoint one or more sub-custodians, agents or nominees (the "**Sub-Custodians**") in respect of the custody of all or any of the assets of the Fund or any ancillary services thereto, including, but not limited to, the Global Custodian. The Custodian shall obtain the approval of the Directors (not to be unreasonably withheld) prior to the appointment of a Sub-Custodian, and shall act at all times with reasonable skill, care and diligence in the selection, appointment and monitoring of Sub-Custodians and shall be responsible during the duration of any sub-custodian

agreement for satisfying itself as to the ongoing suitability of any such Sub-Custodians to provide custodial services to the Funds.

### **Investment Adviser**

The Manager has engaged Pacific Capital Partners Limited (the “**Investment Adviser**”) to provide investment advisory services in relation to its activities as Manager of the Company and the Funds.

The Investment Adviser is regulated by the FCA (Reference. No. 171200). By a services agreement dated 31 October 2022 (the “**Services Agreement**”) as amended from time to time, the Investment Adviser has been engaged to provide the Manager with investment advice, support, research and execution-only services in relation to the Funds. The Investment Adviser may also provide the Manager with other services, as agreed from time to time.

As the Investment Adviser is engaged by the Manager (and not the Company or any of the Funds), all fees and expenses payable to the Investment Adviser under the Services Agreement are payable by the Manager out of its Management Fee, and no additional fees and expenses are payable to the Investment Adviser by the Company or the Shareholders over and above the Management Fee.

The Services Agreement may be terminated by giving 6 months' notice or, in extraordinary circumstances, with immediate effect.

### **Auditor**

PricewaterhouseCoopers CI LLP has been appointed as auditor to the Company.

## **CONFLICTS OF INTEREST**

The discussion below describes certain actual and potential conflicts of interest, and describes a mechanism for resolving certain of these conflicts. In applying to subscribe for Shares, each Shareholder will be deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest or the resolution thereof as described herein.

### **Generally**

The Manager, the Investment Adviser, the Administrator and the Custodian or their respective affiliates and associates, including the Dominion Associates (collectively, the “Interested Parties”) may from time to time act as managers, investment advisers, administrators, custodians, registrars, distributors or dealers in relation to, or otherwise be involved in, other funds or investment products (“Other Clients”) and may from time to time invest the Funds' assets in such Other Clients. In addition, the Interested Parties may deal as principal or agent with the Company and Funds and may engage in trading activities for their proprietary accounts irrespective of whether the same investments are held by the Company and Funds, and may have business relationships, including but not limited to lending, depository, risk management, investment advisory, security distribution or banking relationships with issuers of Investments and with counterparties to transactions entered into on behalf of the Company in respect of the Funds. In connection with these activities, the Interested Parties may receive information about those issuers or counterparties that cannot be divulged to the Company. It is therefore possible that the Interested Parties may, in the course of their business, have potential conflicts of interest with the Company or the Funds. Each Interested Party will, at

all times, have regard in such event to its obligations to the Company and will endeavour to ensure that such conflicts are resolved fairly and in accordance with the Rules

Any Interested Party may:

- become the owner of Shares and hold, dispose of or otherwise deal with those Shares as if such person were not in such a position with respect to the relevant Fund;
- deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the assets of the relevant Fund; or
- enter into any financial, banking or other transaction with one another or with any Shareholder or any company or body any of whose investments form part of the Funds or have an interest in any such transaction,

each without that party having to account to any other such party, to the Shareholders or any of them for any profits or benefits made by or derived from or in connection with any such transaction.

The Manager may, for example, make investments for Other Clients or on its own behalf without making the same available to the Funds. The Manager will, however, have regard in such event to its obligations under the Management Agreement and, in particular, to its obligations to act in the best interests of the Company and the Funds so far as practicable, having regard to its obligations to Other Clients when undertaking any investment where potential conflicts of interest may arise.

Under the Articles, cash forming part of the assets of the Company and Funds may be placed by the Custodian in any current, deposit or loan account with itself or the Manager (if a bank) or with any associate of the Custodian (if a bank) so long as that bank pays interest thereon at a rate no lower than is, in accordance with normal banking practice, the commercial rate for deposits of the size of deposit in question negotiated at arm's length.

Cash forming part of the assets of the Company and Funds may be invested in units in other collective investment schemes including collective investment schemes managed or operated by the Manager or by another body corporate in the same group as the Manager.

The Manager, the Custodian and the Administrator receive fees for their services based upon the Net Asset Values of the Funds and such fees would increase with increases in the Net Asset Values of the Funds or decrease with decreases in the Net Asset Values of the Funds. See "Calculation of Net Asset Value" on page 36 of this Offering Memorandum for information regarding the process for determining the Net Asset Value of the Funds and their assets, including the participation in such process of such entities.

### **Investment into Dominion Funds**

If the Company (for the account of the Funds) invests in the units, shares or debt instruments of other collective investment schemes or investment products managed by a Dominion Associate (collectively, the "**Dominion Funds**"), the Company shall apply the following policy in respect of the Management Fee due to it and any subscription or other initial or disposal charges that the Dominion Associates may be entitled to in respect of such Investments.

The Manager shall procure that the relevant Dominion Associate shall not duplicate any subscription, initial or disposal charges that it is entitled to charge for its own account in relation to the acquisition or disposal of each such Investment. The Manager shall not charge any Management Fee in respect of that proportion



of the Net Asset Value of a Fund that corresponds to the aggregate value of the Fund's Investment, if any, in the Dominion Funds provided that: (i) if the Management Fee the Manager is entitled to in respect of the Fund is greater than the management fee a Dominion Associate is entitled to in respect of any Dominion Fund in which the Fund invests, then in respect of each such investment the Manager shall charge the difference between the Management Fee that it would otherwise be entitled to in respect of the Net Asset Value of the Fund that corresponds to the respective investment in the relevant Dominion Fund and the respective management fee due to the Dominion Associate in respect of the relevant Dominion Fund; and (ii) if the Management Fee the Manager is entitled to in respect of the Fund is lower than the management fee a Dominion Associate is entitled to in respect of any Dominion Fund in which the Fund invests, then in respect of each such investment the Dominion Associate shall be entitled to the full management fee due to it in respect of the relevant Dominion Fund (including in relation to the Fund's Investment). Shareholders investing in the Funds acknowledge that this paragraph represents the Manager's policy regarding fees at the date of this Offering Memorandum and that it may be amended, from time to time, without the Manager seeking Shareholders' approval or otherwise notifying the Shareholders of such an amendment.

### **Investment into PAM Funds**

Certain Funds may, in accordance with their investment objectives, policies and restrictions, invest in the units or shares of other collective investment schemes or investment products managed by the Investment Adviser ("**PAM Funds**"). Where this is the case, the Investment Adviser is likely to be entitled to (i) remuneration for its services pursuant to the terms of the Services Agreement, which is payable by the Manager out of its Management Fee and (ii) remuneration for its services for acting as manager of the relevant PAM Fund. Full particulars of the fees and expenses of the PAM Fund level (including with respect to performance fees) are described in the relevant PAM Fund Documentation (as defined in the relevant Appendices).

Dominion Group Limited (the ultimate controller of the Manager) may also, from time to time, hold a shareholding interest in entities which control PAM. As a result, Dominion Group Limited may derive indirect benefits from: (i) the appointment of PAM as Investment Adviser to the Manager; and (ii) the investment by the Funds into PAM Funds, by virtue of an increase in the value of its shareholding in such PAM-related entities.

### **Commissions**

The Manager is prohibited from effecting transactions or arranging for the effecting of transactions through brokers with whom it has arrangements whereby the broker agrees to set aside a proportion of the commission earned on transactions and to use this to discharge the cost of certain permitted services related to the execution of transactions on behalf of customers and the provision of investment research received by the Manager.

### **Soft Commissions**

Neither the Manager nor the Administrator have made, nor are permitted to make, any arrangement with any other person whereby that person will from time to time provide to, or procure for, the Manager or the Administrator services or benefits the nature of which are such that their provision results, or is designed to result, in an improvement of the Manager's or the Administrator's performance in providing their respective services and for which no direct payment is made but an undertaking given to place business with that person.

### Diverse Membership

The investors in the Company may include taxable and tax-exempt entities and persons or entities from different jurisdictions. Such persons may have conflicting investment, tax and other interests with respect to their investment in the Company. The conflicting interests of different investors may relate to, or arise from, among other things, the nature of Investments made by the Company, the structuring of the acquisition of Investments and the timing of disposition of Investments. As a consequence, conflicts of interest may arise in connection with decisions made by the Company and the Manager that may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations, including with respect to the nature or structuring of investments. In selecting and structuring investments appropriate for the Company, the Manager will consider the investment and tax objectives of the Company and the investors as a whole, and not the investment, tax, or other objectives of any one investor.

### Legal Representation

Carey Olsen (Guernsey) LLP as Guernsey counsel ("**Fund Counsel**") may represent the Company from time to time in a variety of different matters. Fund Counsel does not represent any or all of the investors in the Company in connection with matters relating to the Company. Fund Counsel represents the Manager, including with respect to its role in relation to the Company, although the Company or the Manager may at any time select new counsel. Fund Counsel normally represents the interests of the Company and the Manager (and not the investors in the Company) in connection with the formation of the Company and the offering of Shares and will not represent the interests of any investor in the organisation and operation of the Company. Accordingly, each investor is advised to consult with its own legal counsel before investing in the Company.



## **TAXATION**

The following summary is based on the law and practice currently in force in Guernsey and applies to persons holding Shares as an investment in the Funds. The summary contains general information only; it is not exhaustive and does not constitute legal or tax advice and is based on taxation law and practice at the date of this Offering Memorandum. Prospective investors should be aware that tax law and interpretation, as well as the level and bases of taxation may change from those described and that changes may alter the benefits of investment in, holding or disposing of, Shares. Investors should consult their own professional advisers on the implications of making an investment in, holding, or disposing of Shares under the laws of the countries in which they are liable to taxation.

### **Guernsey Tax Considerations**

#### **Taxation of the Company**

The Company currently qualifies for exemption from liability to income tax in Guernsey pursuant to the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989, as amended and has applied to the States of Guernsey Income Tax Authority for such exemption for the current year. Exemption must be applied for annually and will be granted, subject to the payment of an annual fee that is currently fixed at £1,600, provided that the Company continues to qualify under the applicable legislation for exemption. It is the intention of the Directors to conduct the affairs of the Company so as to ensure that it continues to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Company will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. The exemption from income tax and the treatment of the Company as if it were not resident in Guernsey for the purposes of Guernsey income tax would be effective from the date the exemption is granted and will apply for the year of charge in which the exemption is granted. Under current law and practice in Guernsey, the Company will only be liable to tax in Guernsey in respect of income arising or accruing from a Guernsey source, other than from a relevant bank deposit. It is not anticipated that such Guernsey source taxable income will arise in this case.

Dividends made by exempt companies to non-Guernsey residents will be free of Guernsey withholding tax and reporting requirements. Where a tax exempt company makes a dividend to shareholders that are Guernsey tax resident individuals the company will only need to report the relevant details of those dividends. In the absence of tax exempt status, the Company would be Guernsey tax resident and taxable at the Guernsey standard rate of company income tax, which is currently zero per cent., which would create an annual tax filing.

Guernsey currently does not levy taxes upon capital, inheritances, capital gains, gifts, sales or turnover. No stamp duty or similar tax is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

Dividends by the Company to Shareholders who are not resident in Guernsey (which includes Alderney and Herm) for tax purposes (and do not have a permanent establishment in Guernsey) can be paid to such Shareholders, either directly or indirectly, without the withholding of Guernsey tax and without giving rise to any other liability to Guernsey income tax.

#### **Taxation of Shareholders**

Shareholders who are resident for tax purposes in Guernsey (which includes Alderney and Herm), or who are not so resident but have a permanent establishment in Guernsey to which the holding of their Shares

is attributable, will incur Guernsey income tax at the applicable rate on a dividend paid to them by the Company. So long as the Company has been granted tax exemption the Company will not be required to withhold any tax from dividends paid to such Shareholders and will only be required to provide the Director of the Revenue Service such particulars relating to any dividend paid to Guernsey resident Shareholders as the Director of the Revenue Service may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any dividend paid and the date of the payment.

As already referred to above, Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and ad valorem duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp duty or similar tax is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

## **Foreign Account Tax Compliance and CRS**

### *The US-Guernsey IGA*

On 13 December 2013 the Chief Minister of Guernsey signed the US-Guernsey IGA regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the US-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey's domestic legislation will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from no earlier than two years after the date of publication of certain final regulations defining "foreign passthru payments") a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with local guidance that is published in draft form.

### *Multilateral Competent Authority Agreement for Automatic Exchange of Taxpayer Information*

On 13 February 2014, the Organization for Economic Co-operation and Development released the "Common Reporting Standard" ("**CRS**") designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the multilateral competent authority agreement ("**Multilateral Agreement**") that activates this automatic exchange of FATCA-like information in line with the CRS. Since then further jurisdictions have signed the Multilateral Agreement and in total approximately 115 jurisdictions have committed to adopting the CRS. Many of these jurisdictions have now adopted the CRS. Guernsey adopted the CRS with effect from 1 January 2016.

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that would need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance. The CRS is implemented through Guernsey's domestic legislation in accordance with published local guidance which is supplemented by guidance issued by the Organization for Economic Co-operation and Development.

Potential investors should consult their own tax advisers regarding the reporting requirements referred to above. The Company may require a Shareholder to sell or transfer Shares if it fails to provide the Company with the information necessary to comply with the reporting requirements referred to above, or any similar reporting requirements that may be enacted. Potential investors should consult their own tax advisers regarding the reporting requirements referred to above.

## **Taxation in other Jurisdictions**

### **Taxation of the Company**

It is beyond the scope of this document to provide any detailed advice or indication on the likely tax position of the Company with respect to the Investments. Prospective investors and Shareholders should be aware that the Company might incur withholding tax or capital gain tax with respect to certain types of investments in certain jurisdictions. However, the Manager will endeavour to ensure that, as far as reasonably practicable, both the withholding tax burden on the Company and liability to capital gains or similar taxes are mitigated to the extent practicable and consistent with the investment objectives of the Fund.

### **Taxation of Shareholders**

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

## ADDITIONAL INFORMATION

### Incorporation and Capital

The Company was registered in Guernsey on 4 January 2018 with power for the Directors to issue an unlimited number of Management Shares of no par value and with power to issue an unlimited number of Shares of no par value. As at the date of this Offering Memorandum, one hundred Management Shares has been issued to the Manager. Save as disclosed above, no share or loan capital of the Company has been issued or agreed to be issued and no such capital of the Company is proposed to be issued or is under option or agreed conditionally or unconditionally to be put under option.

### Memorandum of Incorporation

The Memorandum of the Company does not limit the objects of the Company.

### Articles of Incorporation

The following is a summary of the principal provisions of the Articles of the Company in so far as they have not been described earlier in this Offering Memorandum.

#### *Variation of Class Rights*

Subject to the provisions of the Companies Law, all or any of the special rights for the time being attached to any class of shares for the time being issued may (unless otherwise provided by the terms of issue of the shares or the Articles) from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be, where there is one member of the class, that one member or, where there are two or more members, the quorum shall be two members holding or representing by proxy a total in aggregate of not less than one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those holders of shares of the class who are present shall be a quorum), that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy may demand a poll. Notwithstanding the foregoing this paragraph shall not derogate from any power the Company would have had if this paragraph were omitted.

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of issue of the shares of that class) be deemed not to be varied by: (a) the creation, allotment or issue of further shares ranking *pari passu* therewith, (b) the creation, allotment or issue of Management Shares, (c) the creation, allotment, issue or redemption of Shares, (d) the conversion of Shares of one Fund into Shares of another Fund, (e) the payment of a dividend on the Shares of any Fund where the dividend is paid out of the cellular assets of that Fund, (f) the exercise by the Directors of their discretions (including the designation of Shares of any Fund), (g) any variation of the rights attached to shares of any other class or by the creation or issue of any shares other than shares ranking in priority to them as respects rights in a winding up and rights to dividends; (h) if the Company or a Fund shall be wound up, by the liquidator of his powers under the Articles.

Any variation of the class rights attaching to Management Shares shall be deemed to be a variation of the rights attaching to the Shares.

### *Issue of Shares*

All shares in the Company for the time being unissued are at the disposal of the Directors who may issue them only in accordance with the terms of the Articles and as described in this Offering Memorandum. Shares do not carry any rights of pre-emption.

### *Management Shares*

The Management Shares are issued at \$1.00 per share and only to the Manager or a nominee of the Manager. The rights attaching to the Management Shares are as follows:-

**Voting rights:** The Management Shares carry the right to receive notice of, attend and vote at general meetings of the Company.

**Dividends and distribution of assets on a winding up:** The Management Shares do not carry any right to dividends or distributions and on a winding up the holders of Management Shares shall only be entitled to the return of capital paid up on them, after all Shareholders have been paid in full.

**Redemption:** The Management Shares are not redeemable.

### *Shares*

The rights attaching to the Shares are as follows:

**Voting rights:** The Shares carry the right to receive notice of and attend general meetings of the Company but do not carry the right to vote at such meetings. Holders of Shares shall be entitled to receive notice of, attend and vote at separate class meetings convened in accordance with the provisions under the heading "Variation of Class Rights" on page 51 of this Offering Memorandum. At such class meetings, on a show of hands every holder of Shares who is present in person or by proxy shall have one vote and on a poll every holder of Shares who is present in person or by proxy shall be entitled to one vote in respect of each whole Share held.

**Dividends and distributions:** The Shares carry the rights to dividends and distributions on the terms set out in Articles.

**Winding up:** Cellular Assets available for distribution among the Shareholders shall, after payment of all creditors, be paid to the holders of the Shares of the Fund in proportion to the number of Shares of the Fund held.

**Redemptions:** The Shares may be redeemed by Shareholders in the circumstances described on page 23.

### *Transfers of Shares*

The instrument of transfer of a Share shall be in writing in the common form used in Guernsey for transfers of shares or any other form approved by the Directors. The Directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a Share including without limitation, if:

- if the transfer would result in the transferor or the transferee being the holder of less than the minimum number of Shares of the Fund or minimum amount in value of a holding of Shares of the Fund specified in this Offering Memorandum; or

- if it appears to the Directors that the transferee is not qualified to hold shares in the Company or that the registration of the transferee as a Shareholder will or may result in the Company incurring any liability to taxation, suffering any pecuniary or other disadvantage which the Company might not otherwise have incurred or suffered, having to comply with regulatory requirements or which may cause the Company to be classified as an "investment company" under the United States Investment Company Act of 1940;
- if the transferee fails or refuses to furnish the Directors with such information or declarations as they may require; or
- if the transferee is restricted from holding the shares under any relevant law or requirements of any country or governmental authority applicable to the Shareholder.

The registration of transfers may be suspended at such times and for such a period as the Directors may from time to time determine.

## **Directors**

Unless otherwise determined by the Company in general meeting the number of Directors shall be not less than two. The Directors shall not be required to hold any qualification shares.

The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director in either case whether or not for a fixed term, provided that the appointment does not cause the number of Directors to exceed the number, if any, fixed by or in accordance with the Articles as the maximum number of Directors.

No person shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless not less than seven nor more than forty two clear days before the date appointed for the meeting there shall have been left at the registered office of the Company notice in writing signed by that person of his willingness to be elected and a declaration that he is not ineligible to be a Director in accordance with the Companies Law.

The Directors and alternate Directors may be repaid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the performance of their duties as directors of the Company. The Directors shall be entitled to be paid by way of remuneration for their services such sum as is stated under the heading "Other Operating Fees and Expenses" on page 20 of this Offering Memorandum or such other sum as may be voted to them by the Company in general meeting which shall be divided between them as they shall agree or failing agreement, equally. Such remuneration will accrue from day to day. The Directors may grant extra remuneration to any Director who is called on to perform any special or extra services for or at the request of the Company.

A Director may be a director, managing director, manager or other officer, employee or member of any company in which the Company may be interested, which may be promoted by the Company or with which the Company has entered into any transaction, arrangement or agreement and no such Director shall be accountable to the Company for any remuneration or other benefits received thereby.



Provided the nature and extent of any material interest of his is or has been declared to the other Directors, a Director notwithstanding his office:

- may be a party to, or otherwise interested in, any transaction or arrangement with the Company (whether in respect of the Core or any cell), or in which the Company (whether in respect of the Core or any cell) is otherwise interested;
- may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Company or with which the Company (whether in respect of the Core or any cell) has entered into any transaction, arrangement or agreement or in which the Company (whether in respect of the Core or any cell) is otherwise interested; and
- shall not by reason of his office, be accountable to the Company (whether in respect of the Core or any cell) for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

A Director shall be counted in the quorum at any meeting in relation to any resolution in respect of which he has declared an interest and may vote thereon.

The office of a Director shall be vacated in any of the following events namely if:

- he resigns his office by notice in writing signed by him and left at the registered office of the Company;
- he becomes bankrupt or makes any arrangements or composition with his creditors generally;
- he is absent from meetings of the board for a consecutive period of 12 months without leave, or without arrangement with the board of Directors on the affairs of the Company, expressed by a resolution of the Directors, and the Directors resolve that his office be vacated;
- he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment;
- he becomes ineligible to be a Director in accordance with the Companies Law;
- he dies;
- he becomes resident in the United Kingdom for United Kingdom tax purposes subsequent to his appointment, and as a result thereof a majority of the Directors are resident in the United Kingdom for United Kingdom tax purposes;
- he be requested by a majority of his co-Directors (not being less than two in number) to vacate office; or



- he is removed from office by a Special Resolution.

A Director is not required to retire from office on attaining a particular age.

### **Dividends and distributions**

It is not intended that the Company will make regular distributions or dividend payments to Shareholders. Subject to the Companies Law and as hereinafter set out, the Directors have the right to pay dividends and distributions in respect of a Fund in their absolute discretion, provided that dividends and distributions will be payable only out of the assets attributable to that Fund and to the extent that such Fund and the Company are able to satisfy the statutory "solvency test" prescribed by the Companies Law. The Directors may satisfy any dividend, in whole or in part, by distributing in specie any of the Cellular Assets of the Funds. All unclaimed dividends and distributions may be invested or otherwise made use of by the Directors for the benefit of the relevant Fund until claimed. No dividend or distribution shall bear interest against the Company. Any dividend or distribution unclaimed after a period of six years from the date of declaration thereof will be forfeited and will revert to the Funds in respect of which it was declared and the payment by the Directors of any unclaimed dividend or other sum payable on or in respect of a Share into a separate account will not constitute the Company a trustee in respect thereof.

### **Winding up**

The Company may be voluntarily wound up at any time by Special Resolution. The Directors are bound to convene an extraordinary general meeting for the purpose of passing a Special Resolution for the winding up of the Company if the Company's authorisation under the POI Law is revoked (unless the GFSC otherwise agrees) or if the Management Agreement is terminated other than for just cause pursuant to its terms (unless the Manager otherwise agrees).

A Fund may be wound up at any time by Special Resolution of the holders of Shares of the relevant Fund. Following the passing of such Special Resolution, the Shares attributable to the Fund may be redeemed (but not at the option of the holder thereof) provided that such power of redemption is exercised for the purpose of distributing surplus assets to the Shareholders of the Fund in connection with such winding up and provided that any redemption of less than all of such Shares is applied pro rata to the holdings of all Shareholders of the Fund.

On a winding up the Company (or a Fund, as the case may be) a liquidator will be appointed firstly to pay the debts of the Company (or the Fund) in such manner and order as he thinks fit but at all times by reference to the Companies Law, and then to distribute its assets amongst Shareholders, according to the rights attached to their Shares. The cellular assets of one cell are not available to meet the liabilities of any other cell and Shareholders are only entitled to share in the surplus assets of the cell to which their Shares relate.

### **Directors' and other interests**

None of the Manager, the Custodian, the Administrator, the Investment Adviser, the Registrar and the Auditor hold direct or indirect interests in Shares of a Fund at the date of this Offering Memorandum. The Directors or their immediate families may have an interest in Shares of a Fund. Any such interests shall be disclosed in the annual reports and accounts.

Mr Timothy A. Nelson, Mr James I. P. Greco, Mr Richard J Rogers, Mr Matthew Wrigley and Mr Jason M Le Roux are appointed as directors of each of the Company and the Manager.

Save for any interest already disclosed herein, no Director has, or has had, any material interest in any contract or arrangement which is significant in relation to the business of a Fund or the Company.

There are no outstanding loans by the Funds to any Director and no loans will ever be made to any Director. The Company has agreed to indemnify the Directors out of the assets of the Company from and against all actions, costs, charges, losses, damages, expenses, and liabilities arising out of any claims made against him or his heirs or executors in connection with the performance of his duties as a director of the Company. Further, the Company shall pay the reasonable legal and other expenses incurred by the Directors in defending any claim (whether in relation to civil or criminal proceedings or the making of any application for relief under the Companies Law) on an “as incurred” basis. Such indemnities will not apply to any liability incurred by the Directors in certain circumstances including, but not limited to, in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or as a result of them knowingly acting beyond the scope of their authority.

A full list of the directorships held by each of the Directors for the past five years is available on request from the Manager.

### **Regulatory Consents**

All consents, approvals, authorisations, or other orders of all regulatory authorities (if any) required by the Company under the laws of Guernsey for the issue of Shares and for the Manager, the Administrator and the Custodian to undertake their respective obligations under their respective agreements referred to under the heading “Material contracts” on page 57 of this Offering Memorandum have been given.

### **Report and accounts**

The report and accounts will be prepared in accordance with applicable International Financial Reporting Standards practice.

Copies of the audited report and accounts of the Company and the Fund, which will be made up to 31 December each year, commencing 31 December 2018, (or such other date as the Manager shall determine from time to time having given notice to all Shareholders), will be published on the Manager’s website [www.dominion-funds.com](http://www.dominion-funds.com) within six months of the end of the annual accounting period to which they relate.

### **General meetings**

The annual general meeting of the Company will be held in Guernsey. Other general meetings may be convened from time to time by the Directors or by Shareholders requisitioning such meetings in accordance with the Companies Law. Not less than 14 clear days’ notice of each general meeting will be sent to Shareholders at their correspondence addresses.

### **Electronic communications and language**

The Company intends to communicate with Shareholders electronically where a Shareholder has so elected. By providing an email address the relevant Shareholder will no longer receive hard copies of shareholder communications. Instead, the Shareholder will receive an email that the relevant communication is available via the Manager’s website [www.dominion-funds.com](http://www.dominion-funds.com).

All communications (whether in hard copy or electronic form) in respect of the Company (for example, offering documentation, annual reports, and other communications) will be prepared in English.

**Material contracts**

The following contracts (as may be amended from time to time) have been entered into and are (or may be) material to the Company:-

- the Management Agreement;
- the Custodian Agreement; and
- the Administration Agreement;

(together, the “**Material Contracts**”).

**Litigation**

Neither the Funds nor the Company has, since its incorporation been nor is it engaged in, any legal or arbitration proceedings. Nor are there any legal or arbitration proceedings pending or threatened against the Company which may have or have had a significant effect on the financial position of the Funds or the Company.

**Corporate governance**

The Company is subject to the GFSC's Finance Sector Code of Corporate Governance. The GFSC requires an assurance statement from the Company confirming that the Directors have considered the effectiveness of their corporate governance practices and are satisfied with their degree of compliance with the principles set out in the GFSC's Finance Sector Code of Corporate Governance in the context of the nature, scale and complexity of the business.

**General**

At the date of this Offering Memorandum, the Company has no subsidiaries.

The Company does not have nor has it had any employees since its incorporation.

The principal place of business and registered office of the Company is at Third Floor, La Plaiderie Chambers, La Plaiderie, St Peter Port, Guernsey, GY1 1WG.

This Offering Memorandum constitutes scheme particulars for the purposes of the Rules.

**Documents available for inspection**

Copies of the following documents may be inspected free of charge or purchased for a reasonable fee at the registered offices of the Company, the Manager and the Custodian during normal business hours on each Business Day:

- the Memorandum and Articles;
- the Material Contracts;
- this Offering Memorandum and the latest annual reports and accounts; and



- the POI Law, the Companies Law and the Rules.

## Appendix 1: MSCI ALL WORLD TRACKER FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the MSCI All World Tracker Fund (in this Appendix 1, the **"Fund"**).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

The Fund has been designed for investors seeking to achieve capital growth over the long term primarily through tracking the performance of the MSCI ACWI Index (USD).

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve capital growth over the long term primarily through tracking the performance of the MSCI ACWI Index (USD) (the **"Index"**) (the **"Investment Objective"**).

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to track the performance of the Index by investing the net proceeds raised from subscriptions into a range of Investee Funds, being:

- (i) ETFs (listed globally) that closely track the performance of the MSCI ACWI Index; and/or
- (ii) CISs domiciled in mature European markets and the balance of the assets of the Fund not invested in such manner in Cash Instruments (the **"Investment Policy"**).

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### Investment Restrictions

The following investment restrictions apply to the Fund:

- it will not invest more than 20% of the value of the total assets of the Fund in any one instrument or Investment; and



- it is prohibited from applying Leverage to any of its assets,  
(the “**Investment Restrictions**”).



## Appendix 2: GLOBAL BONDS FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Global Bonds Fund (in this Appendix 2, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis.

Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve a return in excess of global corporate bond markets by investing primarily in global investment grade corporate debt securities and government or sovereign bonds, using derivatives where appropriate.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve positive returns through investment as a shareholder in Pacific Coolabah Global Active Credit (the “**Sub-Fund**”), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)) (the “**Investment Objective**”).

The investment objective of the Sub-Fund is to achieve a return in excess of global corporate bond markets by investing primarily in global investment grade corporate debt securities and government or sovereign bonds, using derivatives where appropriate. The Sub-Fund invests in bonds, fixed income instruments, and other debt instruments, including government bonds, local authority bonds, municipal bonds, covered bonds and bonds issued by government-sponsored enterprises and public international authorities. The Sub-Fund may also invest in corporate bonds.

The Sub-Fund is actively managed and does not intend to track any benchmark nor is it constrained by any index. For comparison purposes, the relevant share class will be measured against the Bloomberg Global Aggregate Corporate USD Hedged Index.

The Sub-Fund may invest in contingent convertible bonds (“CoCos”), hybrid securities, convertible bonds, preference shares and convertible preference shares. The aggregate exposure to CoCos will not exceed 20% of NAV.

The Sub-Fund’s investment strategy may involve using repurchase agreements, reverse-repurchase agreements and securities lending transactions.

The Sub-Fund may also invest in asset-backed securities (“ABS”) and mortgage-backed securities (“MBS”). It is not expected that aggregate exposure to ABS will exceed 10% of the Sub-Fund’s NAV or MBS exposure will exceed 30% of the Sub-Fund’s NAV.

The Sub-Fund employs active asset-allocation between cash and debt securities and may invest 100% in cash, cash equivalents and money market funds as a defensive measure.

The Sub-Fund can invest in equity derivatives for hedging purposes. It may also hold equities where a bond position, convertible bond, CoCo or other hybrid security converts into an equity holding as a result of a restructuring or in accordance with its terms of the relevant security.

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into USD Z Accumulating shares in the Sub-Fund and the balance of the assets of the Fund not invested in the Sub-Fund in Cash Instruments (the “Investment Policy”).

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### Investment Restrictions

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the Sub-Fund; and
- it is prohibited from applying Leverage to any of its assets,

(the “Investment Restrictions”).

### The Sub-Fund

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the “PAM Fund Documentation”) is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the “Risk Considerations” sections of the PAM Fund Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the PAM Fund Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** By investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level (including with respect to performance fees) are described in the PAM Fund Documentation.

**Non-Regulated Investments:** By investing in the Sub-Fund, the Fund will invest indirectly in investments that are not subject to regulation. Accordingly, only a relatively small amount of publicly available information about such investments may be available to the Manager and the Investment Adviser in managing, assessing and valuing the investments.

### Appendix 3: CAUTIOUS FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Cautious Fund (in this Appendix 3, the “Fund”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

#### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

#### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios comprise investment in a range of Global Equities, Bonds and other asset classes, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

#### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios comprise a variety of Global Equities, Bonds and other asset classes, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “Investment Objective”).

#### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets (including the United Kingdom) providing exposure to Global Equities, Bonds and other asset classes (as the case may be); and
- (ii) ETFs (listed globally).

The Fund’s portfolio (based on the value of its assets) is targeted to be allocated, on a look-through basis, as follows:

- between 10% and 40% to investment funds with exposure to Global Equities; and
- between 60% and 90% to investment funds with exposure to Bonds and other asset classes.

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets;
- it will not invest less than 50% of the value of its total assets in Pacific Multi-Asset Accumulator – Defensive Fund (the "**Sub-Fund**"), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)),

(the "**Investment Restrictions**").

### **The Sub-Fund**

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the "**PAM Fund Documentation**") is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the "Risk Considerations" sections of the PAM Fund Documentation.

## Appendix 4: BALANCED FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Balanced Fund (in this Appendix 4, the “Fund”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios comprise a variety of Global Equities, Bonds and other asset classes, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios comprise a variety of Global Equities, Bonds and other asset classes, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “Investment Objective”).

### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets (including the United Kingdom) providing exposure to Global Equities, Bonds and other asset classes (as the case may be); and
- ETFs (listed globally).

The Fund’s portfolio (based on the value of its assets) is targeted to be allocated, on a look-through basis, as follows:



- between 50% and 70% to investment funds with exposure to Global Equities; and
- between 30% and 50% to investment funds with exposure to Bonds and other asset classes.

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets; and
- it will not invest less than 50% of the value of its total assets in Pacific Multi-Asset Accumulator – Core Fund (the "**Sub-Fund**"), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)),

(the "**Investment Restrictions**").

### **The Sub-Fund**

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the "**PAM Fund Documentation**") is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the "Risk Considerations" sections of the PAM Fund Documentation.

## Appendix 5: AGGRESSIVE FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Aggressive Fund (in this Appendix 5, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios comprise investment in a range of Global Equities, Bonds and other asset classes, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios comprise a variety of Global Equities, Bonds and other asset classes, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “**Investment Objective**”).

### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets (including the United Kingdom) providing exposure to Global Equities, Bonds and other asset classes (as the case may be); and
- ETFs (listed globally).

The Fund’s portfolio (based on the value of its assets) is targeted to be allocated, on a look-through basis, as follows:

- between 70% and 90% to investment funds with exposure to Global Equities; and
- between 10% and 30% to investment funds with exposure to Bonds and other asset classes.

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets; and
- it will not invest less than 50% of the value of its total assets in Pacific Multi-Asset Accumulator – Plus Fund (the "**Sub-Fund**"), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)),

(the "**Investment Restrictions**").

### **The Sub-Fund**

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the "**PAM Fund Documentation**") is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the "Risk Considerations" sections of the PAM Fund Documentation.

## Appendix 6: EMERGING MARKETS EQUITIES FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Emerging Markets Equities Fund (in this Appendix 6, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by indirectly investing in a variety of investment funds, whose individual portfolios comprise investment in a range Emerging Markets Equities investments, with managed volatility and risk under all market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth through investment as a shareholder in Pacific North of South EM All Cap Equity (the “**Sub-Fund**”), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)) (the “**Investment Objective**”).

The investment objective of the Sub-Fund is to achieve long term capital appreciation. The Sub-Fund aims to achieve its investment objective by investing primarily in equity and equity related securities (such as warrants and rights issues) of companies listed on or dealt in recognised markets in emerging markets or which are listed on or dealt in recognised markets outside of the emerging markets but which generate the bulk of their earnings in emerging markets.

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into USD I Accumulating shares in the Sub-Fund and the balance of the assets of the Fund not invested in the Sub-Fund in Cash Instruments (the “**Investment Policy**”).

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### Investment Restrictions

The following investment restrictions apply to the Fund:

- it will invest not less than 90% of the value of the total assets of the Fund in the Sub-Fund; and
  - it is prohibited from applying Leverage to any of its assets,
- (the “**Investment Restrictions**”).

### The Sub-Fund

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the “**PAM Fund Documentation**”) is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the “Risk Considerations” sections of the PAM Fund Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the PAM Fund Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** by investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level (including with respect to performance fees) are described in the PAM Fund Documentation.

**Non-Regulated Investments:** By investing in the Sub-Fund, the Fund will invest indirectly in investments that are not subject to regulation. Accordingly, only a relatively small amount of publicly available information about such investments may be available to the Manager and the Investment Adviser in managing, assessing and valuing the investments.

## Appendix 7: COMMODITIES FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Commodities Fund (in this Appendix 7, the “Fund”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios comprise investment in a range commodities investments, with managed volatility and risk under all market conditions. In this respect, “**commodities investments**” shall include investment funds which: (i) have direct holdings in commodities, or (ii) hold commodity-linked derivative instruments (e.g., forward contracts) in relation to commodities; or (iii) are invested in companies that are engaged in businesses that operate in commodity-related fields.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios comprise a variety of commodities investments, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “**Investment Objective**”).

### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CIs domiciled in mature European markets providing exposure to commodities investments;
- and



- ETFs (listed globally).

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

#### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets;
- it will not invest 20% or more of the value of its total assets in any one investment fund; and
- it may invest up to 100% of its assets in Cash Instruments at any time, and from time to time, (the "**Investment Restrictions**").

## Appendix 8: NEW TECHNOLOGIES FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the New Technologies Fund (in this Appendix 8, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios provide exposure to companies whose predominant economic activity is in the technology sector, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios provide exposure to companies whose predominant economic activity is in the technology sector, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “**Investment Objective**”).

### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets providing exposure to companies whose predominant economic activity is in the technology sector; and
- ETFs (listed globally).

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets;
- it will not invest 20% or more of the value of its total assets in any one investment fund; and
- it may invest up to 100% of its assets in Cash Instruments at any time, and from time to time, (the "**Investment Restrictions**").

## Appendix 9: GLOBAL GROWTH FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Global Growth Fund (in this Appendix 9, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis.

Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Global Growth Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios provide exposure to the following themes: health, environment, demographics and sustainability, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager’s view at any given time of those investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve long-term capital growth under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios provide exposure to the following themes: health, environment, demographics and sustainability, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the “**Investment Objective**”).

### Investment Policy

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets providing exposure to the following themes: health, environment, demographics and sustainability; and
- ETFs (listed globally).

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the "**Investment Policy**").

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets;
- it will not invest 20% or more of the value of its total assets in any one investment fund; and
- it may invest up to 100% of its assets in Cash Instruments at any time, and from time to time, (the "**Investment Restrictions**").

## **Appendix 10: CASH FUND**

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Cash Fund (in this Appendix 10, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### **Introduction**

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued two classes of Shares denominated in USD.

### **Class "I" Shares**

Applications for subscriptions for Class "I" Shares issued in the Fund must be received by the Administrator by post, facsimile or email prior to 23:59 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form.

Class "I" Shares are available for subscription by prospective investors at the Subscription Price for the issue of any Class "I" Shares which will be calculated on a daily basis and will be notified to Shareholders to whom Class "I" Shares are issued by way of a contract note.

Holders of Class "I" Shares will be required to submit cleared funds for the relevant subscription to the Administrator within five Business Days after the relevant Subscription Day.

If cleared funds are not received as required, the Directors may serve notice requiring payment together with any interest which may have accrued and any expenses which may have been incurred by the Fund by reason of non-payment. The notice shall state a further date (not being less than 14 clear days from the date of the notice) on or before which the payment is to be made and the place where the payment is to be made and, in the event of non-payment, the Shares will be liable to be forfeited. Such forfeiture shall include all dividends and distributions declared in respect of the forfeited Share and not actually paid before the forfeiture. A forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms as the Directors shall think fit and at any time before a sale or disposition the forfeiture may be cancelled. A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of such Shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent. per annum) as the Directors may determine and the Directors may enforce payment without any allowance for the value of the Shares at the time of forfeiture.

A Shareholder who wishes to redeem all or any part of his holding of Class "I" Shares in the Cash Fund must submit his request by post, facsimile or email to the Administrator prior to 23:59 Guernsey time on the Business Day prior to the relevant Redemption Day.

### **Class "R" Shares**



Applications for subscriptions for Class "R" Shares, together with cleared funds for the relevant subscription amount, must be received by the Administrator by post, facsimile or email prior to 15:00 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form.

Class "R" Shares will be available for subscription by prospective investors at the Subscription Price for the issue of any Class "R" Shares which will be calculated on a daily basis and will be notified to Shareholders to whom Class "R" Shares are issued by way of a contract note.

A Shareholder who wishes to redeem all or any part of his holding of Class "R" Shares in the Cash Fund must submit his request to the Administrator by post, facsimile or email prior to 15.00 Guernsey time on the Business Day prior to the relevant Redemption Day. Requests received after this time will, unless the Manager or Administrator otherwise agrees, be held over and dealt with on the following Redemption Day.

### **General description**

The Fund has been designed for investors seeking to achieve long-term capital growth, by investing in a variety of investment funds, whose individual portfolios provide exposure to Cash Instruments, with managed volatility and risk under all market conditions.

The Fund has been designed to give the Manager considerable investment freedom and is not limited to any geographic region, currency, market sector or, subject to the Investment Restrictions (described below), type of Investment. The composition of the Investments of the Fund will be actively managed and will represent the Manager's view at any given time of investment funds most likely to provide growth opportunities from the prevailing economic and market conditions.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy, or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### **Investment Objective**

To achieve long-term capital growth/appreciation under all market conditions through the active management of a portfolio of investment funds, whose individual portfolios provide exposure to Cash Instruments, while seeking to reduce volatility and investment risk through the implementation of active risk management protocols (the "**Investment Objective**").

### **Investment Policy**

The Fund will target investments in a range of investment funds, being:

- CISs domiciled in mature European markets providing exposure to Cash Instruments; and
- ETFs (listed globally).

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund in a diversified portfolio of investment funds, which represents the Manager's view, at any given time, of those investment funds most likely to provide

growth potential from the prevailing economic and market conditions or, depending on market conditions, contain defensive qualities (the “**Investment Policy**”).

The Fund may, from time to time, in order to attempt to reduce risk within its portfolio invest all or a high proportion of the Investments in Cash Instruments.

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest in Illiquid Assets, and the Manager will use its reasonable endeavours to avoid investing in assets that have a high risk of becoming illiquid for the period in which the Manager intends that the Fund will hold such assets;
- it is prohibited from applying Leverage to any of its assets;
- it will not invest 20% or more of the value of its total assets in any one investment fund; and
- it may invest up to 100% of its assets in Cash Instruments at any time, and from time to time, (the “**Investment Restrictions**”).

## Appendix 11: G10 MACRO RATES FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the G10 Macro Rates Fund (in this Appendix 12, the **"Fund"**).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve positive returns over a rolling 12-month period by indirectly investing in a combination of debt securities, currencies and financial derivative instruments.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve positive returns through investment as a shareholder in Pacific G10 Macro Rates (the **"Sub-Fund"**), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)) (the **"Investment Objective"**).

The investment objective of the Sub-Fund is to deliver positive returns over a rolling 12-month period. The Sub-Fund aims to achieve its investment objective by investing directly in a combination of debt securities and currencies and shall take exposure to currencies, interest rates and inflation rates indirectly both on a long and short basis through financial derivative instruments.

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into USD I Accumulating shares in the Sub-Fund and the balance of the assets of the Fund not invested in the Sub-Fund in Cash Instruments (the **"Investment Policy"**).

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### Investment Restrictions

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the Sub-Fund; and
  - it is prohibited from applying Leverage to any of its assets,
- (the “Investment Restrictions”).

### The Sub-Fund

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the “PAM Fund Documentation”) is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the “Risk Considerations” sections of the PAM Fund Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the PAM Fund Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** by investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level (including with respect to performance fees) are described in the PAM Fund Documentation.

**Non-Regulated Investments:** By investing in the Sub-Fund, the Fund will invest indirectly in investments that are not subject to regulation. Accordingly, only a relatively small amount of publicly available information about such investments may be available to the Manager and the Investment Adviser in managing, assessing and valuing the investments.

## Appendix 12: MULTI-ASSET SUSTAINABLE – BALANCED FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Multi-Asset Sustainable - Balanced Fund (in this Appendix 13, the “Fund”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve capital growth over the long term primarily through indirect investments which meet sustainable investment criteria.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve positive returns through investment as a shareholder in Pacific Multi-Asset Sustainable – Balanced Fund (the “**Sub-Fund**”), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)) (the “**Investment Objective**”).

The investment objective of the Sub-Fund is to provide capital growth over the long term primarily through investments which meet sustainable investment criteria. It attempts to limit the risk of capital loss in most market conditions by investing primarily in regulated funds. The Sub-Fund is a fund of funds and aims to achieve its investment objective by investing principally in underlying funds, including open-ended exchange traded funds. The Sub-Fund may also invest directly in certain securities where it believes that such direct investment to be more efficient than investment in underlying funds.

The Sub-Fund aims to typically take a more balanced exposure to gains in equity markets, with such exposure ranging between 40% and 85% of NAV and the remainder invested in fixed income and other asset classes.

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into USD A Accumulating shares in the Sub-Fund and the

balance of the assets of the Fund not invested in the Sub-Fund in Cash Instruments (the “**Investment Policy**”).

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the Sub-Fund; and
  - it is prohibited from applying Leverage to any of its assets,
- (the “**Investment Restrictions**”).

### **The Sub-Fund**

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the “**PAM Fund Documentation**”) is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the “Risk Considerations” sections of the PAM Fund Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the PAM Fund Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** by investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level (including with respect to performance fees) are described in the PAM Fund Documentation.

**Non-Regulated Investments:** By investing in the Sub-Fund, the Fund will invest indirectly in investments that are not subject to regulation. Accordingly, only a relatively small amount of publicly available



information about such investments may be available to the Manager and the Investment Adviser in managing, assessing and valuing the investments.

## Appendix 13: S&P 500 TRACKER FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the S&P 500 Tracker Fund (in this Appendix 14, the “Fund”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued two classes of Shares denominated in USD.

### Class "I" Shares

Applications for subscriptions for Class "I" Shares issued in the Fund must be received by the Administrator by post, facsimile or email prior to 23:59 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form.

Class "I" Shares will initially be available for subscription by prospective investors on the first Subscription Day for the Class "I" Shares at an initial subscription price of USD 100.00 per Class "I" Share and such subscription will be notified to Shareholders to whom Class "I" Shares are issued by way of a contract note.

Following the first Subscription Day for the Class "I" Shares, Class "I" Shares will be available for subscription by prospective investors at the Subscription Price for the issue of any Class "I" Shares which will be calculated on a daily basis and will be notified to Shareholders to whom Class "I" Shares are issued by way of a contract note.

Holders of Class "I" Shares will be required to submit cleared funds for the relevant subscription to the Administrator within five Business Days after the relevant Subscription Day.

If cleared funds are not received as required, the Directors may serve notice requiring payment together with any interest which may have accrued and any expenses which may have been incurred by the Fund by reason of non-payment. The notice shall state a further date (not being less than 14 clear days from the date of the notice) on or before which the payment is to be made and the place where the payment is to be made and, in the event of non-payment, the Shares will be liable to be forfeited. Such forfeiture shall include all dividends and distributions declared in respect of the forfeited Share and not actually paid before the forfeiture. A forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms as the Directors shall think fit and at any time before a sale or disposition the forfeiture may be cancelled. A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of such Shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent. per annum) as the Directors may determine and the Directors may enforce payment without any allowance for the value of the Shares at the time of forfeiture.

A Shareholder who wishes to redeem all or any part of his holding of Class "I" Shares in the Fund must submit his request by post, facsimile or email to the Administrator prior to 23:59 Guernsey time on the

Business Day prior to the relevant Redemption Day.

### **Class "R" Shares**

Applications for subscriptions for Class "R" Shares, together with cleared funds for the relevant subscription amount, must be received by the Administrator by post, facsimile or email prior to 15:00 Guernsey time on the Business Day prior to the relevant Subscription Day, using the relevant DCSF Application Form.

Class "R" Shares will be available for subscription by prospective investors at the Subscription Price for the issue of any Class "R" Shares which will be calculated on a daily basis and will be notified to Shareholders to whom Class "R" Shares are issued by way of a contract note.

A Shareholder who wishes to redeem all or any part of his holding of Class "R" Shares in the Fund must submit his request to the Administrator by post, facsimile or email prior to 15.00 Guernsey time on the Business Day prior to the relevant Redemption Day. Requests received after this time will, unless the Manager or Administrator otherwise agrees, be held over and dealt with on the following Redemption Day.

### **General description**

The Fund has been designed for investors seeking to achieve capital growth over the long term primarily through tracking the performance of the S&P 500 Index.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### **Investment Objective**

To achieve capital growth over the long term primarily through tracking the performance of the S&P 500 Index (the "**Index**") (the "**Investment Objective**").

### **Investment Policy**

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to track the performance of the Index by investing the net proceeds raised from subscriptions into a range of Investee Funds, being:

- (iii) ETFs (listed globally) that closely track the performance of the S&P 500 Index and
- (iv) CISs domiciled in mature European markets and the balance of the assets of the Fund not invested in such manner in Cash Instruments (the "**Investment Policy**").

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will not invest more than 20% of the value of the total assets of the Fund in any one Investee Fund; and
- it is prohibited from applying Leverage to any of its assets,  
(the “**Investment Restrictions**”).

## Appendix 14: NORTH AMERICAN OPPORTUNITIES FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the North American Opportunities Fund (in this Appendix 15, the “**Fund**”).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve capital appreciation by investing primarily in North American equity securities.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### Investment Objective

To achieve positive returns through investment as a shareholder in Pacific North American Opportunities (the “**Sub-Fund**”), a sub-fund of Pacific Capital UCITS Funds plc, an investment company with variable capital incorporated with limited liability in Ireland with registered number 553111, established as an umbrella fund with segregated liability between sub-funds and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011 (as amended)) (the “**Investment Objective**”).

The investment objective of the Sub-Fund is to achieve long-term capital appreciation by investing primarily in North American equity securities. The Sub-Fund is a concentrated long-only fund which primarily invests in North American equities and equity related securities listed on recognised markets. The Sub-Fund will be primarily invested in companies domiciled in the United States but may also take exposure to companies domiciled in Canada and, to a lesser extent, Mexico. Investments shall be in the shares, common stock or other equity instruments issued by such companies, although the Sub-Fund may from time to time invest in equity linked instruments (such as warrants, rights issues, convertible preferred shares and convertible bonds), depositary receipts, financial derivative instruments, other collective investment schemes or other instruments).

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into USD I Unhedged Accumulating shares in the Sub-Fund and

the balance of the assets of the Fund not invested in the Sub-Fund in Cash Instruments (the “**Investment Policy**”).

The Fund aims to achieve a highly liquid portfolio of Investments and be able to liquidate investment positions within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the Sub-Fund; and
  - it is prohibited from applying Leverage to any of its assets,
- (the “**Investment Restrictions**”).

### **The Sub-Fund**

Copies of (i) the current prospectus issued by Pacific Capital UCITS Funds plc from time to time and (ii) the current supplement issued by the Sub-Fund from time to time (together, the “**PAM Fund Documentation**”) is available from [www.dominion-cs.com](http://www.dominion-cs.com). The provisions of the PAM Fund Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Sub-Fund (including material changes to the PAM Fund Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the Sub-Fund, a risk attributable to the Sub-Fund is deemed to be a risk to the Fund. Investors should read the “Risk Considerations” sections of the PAM Fund Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the PAM Fund Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** by investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level (including with respect to performance fees) are described in the PAM Fund Documentation.

**Non-Regulated Investments:** By investing in the Sub-Fund, the Fund will invest indirectly in investments that are not subject to regulation. Accordingly, only a relatively small amount of publicly available



information about such investments may be available to the Manager and the Investment Adviser in managing, assessing and valuing the investments.

## Appendix 15: BITCOIN TRACKER FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Bitcoin Tracker Fund (in this Appendix 15, the **"Fund"**).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve capital appreciation by investing in the BlackRock iShares® Bitcoin Trust ETF<sup>1</sup> (the **"Bitcoin ETF"**). The Bitcoin ETF invests its proceeds by purchasing bitcoin (described further below).

The Bitcoin ETF (also referred to herein as the **"Trust"**) was formed as a Delaware statutory trust on June 8, 2023. The purpose of the Trust is to own bitcoin purchased by the Trust in exchange for shares issued by the Trust. Each share in the Trust represents a fractional undivided beneficial interest in the net assets of the Trust. The assets of the Trust consist primarily of bitcoin held by Coinbase Custody Trust Company, LLC (the **"Bitcoin Custodian"**) on behalf of the Trust.

The sponsor of the Trust is iShares Delaware Trust Sponsor LLC (the **"Sponsor"**), a Delaware limited liability company and an indirect subsidiary of BlackRock, Inc. (**"BlackRock"**). The shares in the Trust are not obligations of, and are not guaranteed by, iShares Delaware Trust Sponsor LLC, or any of its subsidiaries or affiliates.

BlackRock Inc. is listed on the New York Stock Exchange (ticker **"BLK"**). As of 2024, the BlackRock Group had in excess of US\$11 trillion of assets under management.

The Trust is governed by the provisions of the Second Amended and Restated Trust Agreement executed as of December 28, 2023 by the Sponsor, the Trustee and the Delaware Trustee, as amended by Amendment No.1 thereto, dated as of July 26, 2024 (as amended from time to time, the **"Trust Agreement"**).

The shares in the Bitcoin ETF are listed and traded on NASDAQ under the ticker symbol **"IBIT."** Market prices for shares in the Bitcoin ETF may be different from the Net Asset Value of the Fund.

The Trust is an "emerging growth company," as that term is used in the Jumpstart Our Business Startups Act (the **"JOBS Act"**), subject to reduced public company reporting requirements under U.S. federal securities laws.

### Investment Objective

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<sup>1</sup> "iShares" is a registered trademark of BlackRock, Inc. or its affiliates.

The Fund has been designed for investors seeking to achieve capital growth over the long term primarily through tracking the performance of the Bitcoin ETF.

In accordance with the Rules, prior notice will be given to both the GFSC and Shareholders of any change to any of the Investment Objectives, Investment Policy or Investment Restrictions (each as defined below) or any increase in the fees payable by the Fund or the introduction of any new fees to be payable by the Fund (with sufficient written notice being given to Shareholders to enable them to redeem their Shares prior to such change being effective).

### **Investment Policy**

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into the Fund into the Bitcoin ETF (the “**Investment Policy**”).

By investing into the NASDAQ-listed Bitcoin ETF, the Fund aims to achieve a liquid exposure to Bitcoin and be able to liquidate its investment position in the Bitcoin ETF within one trading day on relevant financial markets with settlement taking place four days after the trade date.

The Fund is denominated in USD.

### **Investment Restrictions**

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the Bitcoin ETF; and
- it is prohibited from applying Leverage to any of its assets,

(the “**Investment Restrictions**”).

### **Further information on the Trust**

The Trust seeks to reflect generally the performance of the price of bitcoin. The Trust seeks to reflect such performance before payment of the Trust’s expenses and liabilities. The shares in the Trust are intended to constitute a simple means of making an investment similar to an investment in bitcoin rather than by acquiring, holding and trading bitcoin directly on a peer-to-peer or other basis or via a digital asset platform.

The shares in the Trust have been designed to remove the obstacles represented by the complexities and operational burdens involved in a direct investment in bitcoin, while at the same time having an intrinsic value that reflects, at any given time, the investment exposure to the bitcoin owned by the Trust at such time, less the Trust’s expenses and liabilities. Although the shares in the Trust are not the exact equivalent of a direct investment in bitcoin, they provide investors with an alternative method of achieving investment exposure to bitcoin through the securities market, which may be more familiar to them. An investment in shares in the Trust is:

*Backed by bitcoin held by the Bitcoin Custodian on behalf of the Trust*

The shares in the Trust are backed by the assets of the Trust. The Bitcoin Custodian keeps custody of all of the Trust’s bitcoin, other than that which is maintained in a trading account (the “**Trading Balance**”) with

Coinbase, Inc. (“**Coinbase Inc.**” or the “**Prime Execution Agent**”, which is an affiliate of the Bitcoin Custodian), in accounts that are required to be segregated from the assets held by the Bitcoin Custodian as principal and the assets of its other customers (the “**Vault Balance**”). The Bitcoin Custodian keeps all of the private keys associated with the Trust’s bitcoin held by the Bitcoin Custodian in the Vault Balance in “cold storage”, which refers to a safeguarding method by which the private keys corresponding to the Trust’s bitcoins are generated and stored in an offline manner using computers or devices that are not connected to the Internet, which is intended to make them more resistant to hacking.

The Trust’s bitcoin holdings and cash holdings from time to time may be held with the Prime Execution Agent in the Trading Balance in connection with creations and redemptions of baskets of 40,000 shares in the Trust (a “**Basket**”), and the sale of bitcoin to pay the Sponsor’s fees and any other Trust expenses not assumed by the Sponsor, to the extent applicable, and in extraordinary circumstances, in connection with the liquidation of the Trust’s bitcoin.

Within the Trust’s Trading Balance, the Prime Execution Agent Agreement provides that the Trust does not have an identifiable claim to any particular bitcoin (and cash). Instead, the Trust’s Trading Balance represents an entitlement to a pro rata share of the bitcoin (and cash) the Prime Execution Agent holds on behalf of customers who hold similar entitlements against the Prime Execution Agent. In this way, the Trust’s Trading Balance represents an omnibus claim on the Prime Execution Agent’s bitcoins (and cash) held on behalf of the Prime Execution Agent’s customers.

The Prime Execution Agent holds the bitcoin associated with customer entitlements across a combination of omnibus cold wallets, omnibus “hot wallets” (meaning wallets whose private keys are generated and stored online, in Internet-connected computers or devices) or in omnibus accounts in the Prime Execution Agent’s name on a trading venue (including third-party venues and the Prime Execution Agent’s own execution venue) where the Prime Execution Agent executes orders to buy and sell bitcoin on behalf of its clients. Within such omnibus hot and cold wallets and accounts, the Prime Execution Agent has represented to the Sponsor that it keeps the majority of assets in cold wallets, to promote security, while the balance of assets is kept in hot wallets to facilitate rapid withdrawals.

However, the Sponsor has no control over, and for security reasons the Prime Execution Agent does not disclose to the Sponsor, the percentage of bitcoin that the Prime Execution Agent holds for customers holding similar entitlements as the Trust which are kept in omnibus cold wallets, as compared to omnibus hot wallets or omnibus accounts in the Prime Execution Agent’s name on a trading venue. The Prime Execution Agent has represented to the Sponsor that the percentage of assets maintained in cold versus hot storage is determined by ongoing risk analysis and market dynamics, in which the Prime Execution Agent attempts to balance anticipated liquidity needs for its customers as a class against the anticipated greater security of cold storage

### **History of Bitcoin**

The Bitcoin network was initially contemplated in a white paper that also described bitcoin and the operating software to govern the Bitcoin network. The white paper was purportedly authored by Satoshi Nakamoto. However, no individual with that name has been reliably identified as bitcoin’s creator, and the general consensus is that the name is a pseudonym for the actual inventor or inventors. The first bitcoins were created in 2009 after Nakamoto released the Bitcoin network source code (the software and protocol that created and launched the Bitcoin network). The Bitcoin network has been under active development since that time by a loose group of software developers who have come to be known as core developers.

### **Overview of the Bitcoin industry**

Bitcoin is a digital asset that is created and transmitted through the operations of the peer-to-peer Bitcoin network, a decentralized network of computers that operates on cryptographic protocols. No single entity owns or operates the Bitcoin network, the infrastructure of which is collectively maintained by its user base. The Bitcoin network allows people to exchange tokens of value, called bitcoin, which are recorded on a public transaction ledger known as the Bitcoin blockchain. Bitcoin can be used to pay for goods and services, or it can be converted to fiat currencies, such as the U.S. dollar, at rates determined on bitcoin platforms that enable trading in bitcoin or in individual end-user-to-end-user transactions under a barter system. The Bitcoin network is commonly understood to be decentralized and does not require governmental authorities or financial institution intermediaries to create, transmit or determine the value of bitcoin. Rather, bitcoin is created and allocated by the Bitcoin network protocol through a “mining” process. The value of bitcoin is determined by the supply of and demand for bitcoin-on-bitcoin platforms or in private end-user-to-end-user transactions.

New bitcoin are created and rewarded to the miners of a block in the Bitcoin blockchain for verifying transactions. The Bitcoin blockchain is a shared database that includes all blocks that have been solved by miners and it is updated to include new blocks as they are solved. Each bitcoin transaction is broadcast to the Bitcoin network and, when included in a block, recorded in the Bitcoin blockchain. As each new block records outstanding bitcoin transactions, and outstanding transactions are settled and validated through such recording, the Bitcoin blockchain represents a complete, transparent and unbroken history of all transactions of the Bitcoin network.

### **Overview of Bitcoin Network Operations**

In order to own, transfer or use bitcoin directly on the Bitcoin network (as opposed to through an intermediary, such as a platform), a person generally must have internet access to connect to the Bitcoin network. Bitcoin transactions may be made directly between end-users without the need for a third-party intermediary. To prevent the possibility of double-spending bitcoin, a user must notify the Bitcoin network of the transaction by broadcasting the transaction data to its network peers. The Bitcoin network provides confirmation against double-spending by memorializing every transaction in the Bitcoin blockchain, which is publicly accessible and transparent. This memorialization and verification against double-spending is accomplished through the Bitcoin network mining process, which adds “blocks” of data, including recent transaction information, to the Bitcoin blockchain.

### **Overview of Bitcoin Transfers**

Prior to engaging in bitcoin transactions directly on the Bitcoin network, a user generally must first install on its computer or mobile device a Bitcoin network software program that will allow the user to generate a private and public key pair associated with a bitcoin address commonly referred to as a “wallet.” The Bitcoin network software program and the bitcoin address also enable the user to connect to the Bitcoin network and transfer bitcoin to, and receive bitcoin from, other users.

Each Bitcoin network address, or wallet, is associated with a unique “public key” and “private key” pair. To receive bitcoin, the bitcoin recipient must provide its public key to the party initiating the transfer. This activity is analogous to a recipient for a transaction in U.S. dollars providing a routing address in wire instructions to the payor so that cash may be wired to the recipient’s account. The payor approves the transfer to the address provided by the recipient by “signing” a transaction that consists of the recipient’s public key with the private key of the address from where the payor is transferring the bitcoin. The recipient, however, does not make public or provide to the sender its related private key.

Neither the recipient nor the sender reveals their private keys in a transaction because the private key authorises transfer of the funds in that address to other users. Therefore, if a user loses his private key, the user may permanently lose access to the bitcoin contained in the associated address. Likewise, bitcoin is

irretrievably lost if the private key associated with them is deleted and no backup has been made. When sending bitcoin, a user's Bitcoin network software program must validate the transaction with the associated private key. The resulting digitally validated transaction is sent by the user's Bitcoin network software program to the Bitcoin network to allow transaction confirmation.

Some bitcoin transactions are conducted "off-blockchain" and are therefore not recorded in the Bitcoin blockchain. Some "off-blockchain transactions" involve the transfer of control over, or ownership of, a specific digital wallet holding bitcoin or the reallocation of ownership of certain bitcoin in a digital wallet containing assets owned by multiple persons, such as a digital wallet maintained by a digital assets platform. In contrast to on-blockchain transactions, which are publicly recorded on the Bitcoin blockchain, information and data regarding off-blockchain transactions are generally not publicly available. Therefore, off-blockchain transactions are not truly bitcoin transactions in that they do not involve the transfer of transaction data on the Bitcoin network and do not reflect a movement of bitcoin between addresses recorded in the Bitcoin blockchain. For these reasons, off-blockchain transactions are subject to risks as any such transfer of bitcoin ownership is not protected by the protocol behind the Bitcoin network or recorded in, and validated through, the blockchain mechanism.

### **Summary of a Bitcoin Transaction**

In a bitcoin transaction directly on the Bitcoin network between two parties (as opposed to through an intermediary, such as a platform or a custodian), the following circumstances must initially be in place: (i) the party seeking to send bitcoin must have a Bitcoin network public key, and the Bitcoin network must recognize that public key as having sufficient bitcoin for the transaction; (ii) the receiving party must have a Bitcoin network public key; and (iii) the spending party must have internet access with which to send its spending transaction.

The receiving party must provide the spending party with its public key and allow the Bitcoin blockchain to record the sending of bitcoin to that public key. After the provision of a recipient's Bitcoin network public key, the spending party must enter the address into its Bitcoin network software program along with the number of bitcoin to be sent. The number of bitcoin to be sent will typically be agreed upon between the two parties based on a set number of bitcoin or an agreed upon conversion of the value of fiat currency to bitcoin. Since every computation on the Bitcoin network requires the payment of bitcoin, including verification and memorialization of bitcoin transfers, there is a transaction fee involved with the transfer, which is based on computation complexity and not on the value of the transfer and is paid by the payor with a fractional number of bitcoin.

After the entry of the Bitcoin network address, the number of bitcoin to be sent and the transaction fees, if any, to be paid, will be transmitted by the spending party. The transmission of the spending transaction results in the creation of a data packet by the spending party's Bitcoin network software program, which is transmitted onto the decentralized Bitcoin network, resulting in the distribution of the information among the software programs of users across the Bitcoin network for eventual inclusion in the Bitcoin blockchain.

As discussed in greater detail below, Bitcoin network miners record transactions when they solve for and add blocks of information to the Bitcoin blockchain. When a miner solves for a block, it creates that block, which includes data relating to (i) the solution to the block, (ii) a reference to the prior block in the Bitcoin blockchain to which the new block is being added and (iii) transactions that have occurred but have not yet been added to the Bitcoin blockchain. The miner becomes aware of outstanding, unrecorded transactions through the data packet transmission and distribution discussed above.

Upon the addition of a block included in the Bitcoin blockchain, the Bitcoin network software program of both the spending party and the receiving party will show confirmation of the transaction on the Bitcoin



blockchain and reflect an adjustment to the bitcoin balance in each party's Bitcoin network public key, completing the bitcoin transaction. Once a transaction is confirmed on the Bitcoin blockchain, it is irreversible.

### **Creation of a New Bitcoin**

New bitcoins are created through the mining process as discussed below.

The Bitcoin network is kept running by computers all over the world. In order to incentivise those who incur the computational costs of securing the network by validating transactions, there is a reward that is given to the computer that was able to create the latest block on the chain. Every 10 minutes, on average, a new block is added to the Bitcoin blockchain with the latest transactions processed by the network, and the computer that generated this block is currently awarded 6.25 bitcoin. Due to the nature of the algorithm for block generation, this process (generating a "proof-of-work") is random. Over time, rewards are expected to be proportionate to the computational power of each machine.

The process by which bitcoin is "mined" results in new blocks being added to the Bitcoin blockchain and new bitcoin tokens being issued to the miners. Computers on the Bitcoin network engage in a set of prescribed complex mathematical calculations in order to add a block to the Bitcoin blockchain and thereby confirm bitcoin transactions included in that block's data.

To begin mining, a user can download and run Bitcoin network mining software, which turns the user's computer into a "node" on the Bitcoin network that validates blocks. Each block contains the details of some or all of the most recent transactions that are not memorialized in prior blocks, as well as a record of the award of bitcoin to the miner who added the new block. Each unique block can be solved and added to the Bitcoin blockchain by only one miner. Therefore, all individual miners and mining pools on the Bitcoin network are engaged in a competitive process of constantly increasing their computing power to improve their likelihood of solving for new blocks. As more miners join the Bitcoin network and its processing power increases, the Bitcoin network adjusts the complexity of the block-solving equation to maintain a predetermined pace of adding a new block to the Bitcoin blockchain approximately every ten minutes. A miner's proposed block is added to the Bitcoin blockchain once a majority of the nodes on the Bitcoin network confirms the miner's work. Miners that are successful in adding a block to the Bitcoin blockchain are automatically awarded Bitcoin for their effort and may also receive transaction fees paid by transferors whose transactions are recorded in the block. This reward system is the method by which new bitcoin enter into circulation to the public.

The Bitcoin network is designed in such a way that the reward for adding new blocks to the Bitcoin blockchain decreases over time. Once new bitcoin tokens are no longer awarded for adding a new block, miners will only have transaction fees to incentivize them, and as a result, it is expected that miners will need to be better compensated with higher transaction fees to ensure that there is adequate incentive for them to continue mining.

### **Limits on Bitcoin Supply**

Under the source code that governs the Bitcoin network, the supply of new bitcoin is mathematically controlled so that the number of bitcoin grows at a limited rate pursuant to a pre-set schedule. The number of bitcoin awarded for solving a new block is automatically halved after every 210,000 blocks are added to the Bitcoin blockchain, approximately every four years. Currently, the fixed reward for solving a new block is 3.125 bitcoin. This deliberately controlled rate of bitcoin creation means that the number of bitcoin in existence will increase at a controlled rate until the number of bitcoin in existence reaches the pre-determined 21 million bitcoin.

However, the 21 million supply cap could be changed in a hard fork (discussed further below). As of August 2025, approximately 19.9 million bitcoins were outstanding and the date when the 21 million bitcoin limitation will be reached is estimated to be the year 2140.

### Risk Warnings

The following list of risk warnings should be read in conjunction with the various risk warnings shown on page 25.

The Fund invests substantially all of its assets (to the extent not retained in cash) in the Bitcoin ETF and, accordingly, is not diversified.

Investment in the Fund (and its investment into the Bitcoin ETF) involves substantial risks. Prospective investors should give careful consideration to the following additional risk factors in evaluating the merits and suitability of an investment in the Fund. This is not an exhaustive list. Investors should also review the “**Additional important information**” at the end of this Appendix.

The purchase of Shares is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Fund. Prior to making an investment decision, prospective investors should consider carefully, in the light of their own financial circumstances and investment objectives, all of the information set out in the prospectus issued by BlackRock, a copy of which is available from the Company and/or the Manager on request. Prospective investors should make such enquiries as they deem necessary without relying on the Company or any other party connected to the issue of shares in the Fund.

***The trading prices of many digital assets, including bitcoin, have experienced extreme volatility in recent periods and may continue to do so. Extreme volatility in the future, including further declines in the trading prices of bitcoin, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value.***

The trading prices of many digital assets, including bitcoin, have experienced extreme volatility in recent periods and may continue to do so. The average one-year trailing volatility of bitcoin over the past ten years to date remains elevated at 86%. Over the course of 2021, there were steep increases in the value of certain digital assets, including bitcoin and multiple market observers asserted that digital assets were experiencing a “bubble.” These increases were followed by steep drawdowns throughout 2022 in digital asset trading prices, including for bitcoin. In the 2021-2022 cycle, the price of bitcoin peaked at \$67,734 and bottomed at \$15,632, marking a steep 77% drawdown. These episodes of rapid price appreciation followed by steep drawdowns have occurred multiple times throughout bitcoin’s history, including in 2011, 2013-2014, and 2017-2018, before repeating again in 2021-2022. As of August 2025, the price of bitcoin stands at circa \$115,000, following a period of strong appreciation throughout 2025.

Extreme volatility may persist and the value of shares in the Fund may significantly decline in the future without recovery. The digital asset markets may still be experiencing a bubble or may experience a bubble again in the future. For example, in the first half of 2022, each of Celsius Network, Voyager Digital Ltd., and Three Arrows Capital declared bankruptcy, resulting in a loss of confidence in participants of the digital asset ecosystem and negative publicity surrounding digital assets more broadly. In November 2022, FTX Trading Ltd. (“FTX”), one of the largest digital asset platforms by volume at the time, halted customer withdrawals amid rumours of the company’s liquidity issues and likely insolvency, which were subsequently corroborated by its CEO. Shortly thereafter, FTX’s CEO resigned and FTX and many of its affiliates filed for bankruptcy in the United States, while other affiliates have entered insolvency, liquidation, or similar proceedings around the globe, following which the U.S. Department of Justice brought criminal fraud and

other charges, and the SEC and CFTC brought civil securities and commodities fraud charges, against certain of FTX's and its affiliates' senior executives, including its former CEO. In addition, several other entities in the digital asset industry filed for bankruptcy following FTX's bankruptcy filing, such as BlockFi Inc. and Genesis Global Capital, LLC ("**Genesis**"). In response to these events (collectively, the "**2022 Events**"), the digital asset markets have experienced extreme price volatility and other entities in the digital asset industry have been, and may continue to be, negatively affected, further undermining confidence in the digital asset markets. These events have also negatively impacted the liquidity of the digital asset markets as certain entities affiliated with FTX engaged in significant trading activity. If the liquidity of the digital asset markets continues to be negatively impacted by these events, digital asset prices, including bitcoin, may continue to experience significant volatility or price declines and confidence in the digital asset markets may be further undermined. In addition, regulatory and enforcement scrutiny has increased, including from, among others, the Department of Justice, the SEC, the CFTC, the White House and Congress, as well as state regulators and authorities. These events are continuing to develop and the full facts are continuing to emerge. It is not possible to predict at this time all of the risks that they may pose to the Trust, its service providers or to the digital asset industry as a whole.

Extreme volatility in the future, including further declines in the trading prices of bitcoin, could have a material adverse effect on the value of the Shares and the Shares could lose all or substantially all of their value. The Trust is not actively managed and will not take any actions to take advantage, or mitigate the impacts, of volatility in the price of bitcoin

***The value of the shares in the Fund is subject to a number of factors relating to the fundamental investment characteristics of bitcoin as a digital asset, including the fact that digital assets are bearer instruments and loss, theft, or compromise of the associated private keys could result in permanent loss of the asset, and the capabilities and development of blockchain technologies such as the Bitcoin blockchain.***

Digital assets such as bitcoin were only introduced within the past 15 years, and the value of the shares in the Fund is subject to a number of factors over time relating to the capabilities and development of blockchain technologies, such as the recentness of their development, their dependence on the internet and other technologies, their dependence on the role played by users, developers and miners and the potential for malicious activity. For example, the realisation of one or more of the following risks could materially adversely affect the value of the Shares:

- Digital asset networks, including the Bitcoin peer-to-peer network and associated blockchain ledger (such blockchain, the "**Bitcoin blockchain**" and together the "**Bitcoin network**"), and the software used to operate them are in the early stages of development. Given the recentness of the development of digital asset networks, digital assets may not function as intended and parties may be unwilling to use digital assets, which would dampen the growth, if any, of digital asset networks. Because bitcoin is a digital asset, the value of the Shares in the Fund is subject to a number of factors relating to the fundamental investment characteristics of digital assets, including the fact that digital assets are bearer instruments and loss, theft, compromise, or destruction of the associated private keys could result in permanent loss of the asset.
- Digital assets, including bitcoin, are controllable only by the possessor of both the unique public key and private key or keys relating to the Bitcoin network address, or "wallet", at which the digital asset is held. Private keys must be safeguarded and kept private in order to prevent a third party from accessing the digital asset held in such wallet. The loss, theft, compromise or destruction of a private key required to access a digital asset may be irreversible. If a private key is lost, stolen, destroyed or otherwise compromised and no backup of the private key is accessible, the owner would be unable to access the digital asset corresponding to that private key and the private key

will not be capable of being restored by the digital asset network resulting in the total loss of the value of the digital asset linked to the private key.

- Digital asset networks are dependent upon the internet. A disruption of the internet or a digital asset network, such as the Bitcoin network, would affect the ability to transfer digital assets, including bitcoin, and, consequently, their value.
- The acceptance of software patches or upgrades by a significant, but not overwhelming, percentage of the users and miners in a digital asset network, such as the Bitcoin network, could result in a “fork” in such network’s blockchain, including the Bitcoin blockchain, resulting in the operation of multiple separate networks.
- Governance of the Bitcoin network is by voluntary consensus and open competition. As a result, there may be a lack of consensus or clarity on the governance of the Bitcoin network, which may stymie the Bitcoin network’s utility and ability to grow and face challenges. In particular, it may be difficult to find solutions or marshal sufficient effort to overcome any future problems on the Bitcoin network, especially long-term problems.
- Over the past decade, bitcoin mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation application specific integrated circuit machines to “professionalized” mining operations using proprietary hardware or sophisticated machines. If the profit margins of bitcoin mining operations are not sufficiently high, including due to an increase in electricity costs or a decline in the market price of bitcoin, or if bitcoin mining operations are unable to arrange alternative sources of financing (e.g., if lenders refuse to make loans to such miners), bitcoin miners are more likely to immediately sell more bitcoins than they otherwise would, resulting in an increase in liquid supply of bitcoin, which would generally tend to reduce bitcoin’s market price.

To the extent that any miners cease to record transactions that do not include the payment of a transaction fee in solved blocks or do not record a transaction because the transaction fee is too low, such transactions will not be recorded on the Bitcoin blockchain until a block is mined by a miner who does not require the payment of transaction fees or is willing to accept a lower fee. Any widespread delays in the recording of transactions could result in a loss of confidence in a digital asset network.

- Digital asset mining operations can consume significant amounts of electricity, which may have a negative environmental impact and give rise to public opinion against allowing, or government regulations restricting, the use of electricity for mining operations. Additionally, miners may be forced to cease operations during an electricity shortage or power outage, or if electricity prices increase where the mining activities are performed.
- Many digital asset networks, including the Bitcoin network, face significant scaling challenges and may periodically be upgraded with various features designed to increase the speed and throughput of digital asset transactions. These attempts to increase the volume of transactions may not be effective, and such upgrades may fail, resulting in potentially irreparable damage to the Bitcoin network and to the value of bitcoin.
- The open-source structure of many digital asset network protocols, such as the protocol for the Bitcoin network, means that developers and other contributors are generally not directly compensated for their contributions in maintaining and developing such protocols. As a result, the developers and other contributors of a particular digital asset may lack a financial incentive to maintain or develop the network, or may lack the resources to adequately address emerging

issues. Alternatively, some developers may be funded by companies whose interests are at odds with other participants in a particular digital asset network. A failure to properly monitor and upgrade the protocol of the Bitcoin network could damage that network.

- Moreover, in the past, flaws in the source code for digital assets have been exposed and exploited, including flaws that disabled some functionality for users, exposed users' personal information and/or resulted in the theft of users' digital assets. The cryptography underlying bitcoin could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. In any of these circumstances, a malicious actor may be able to compromise the security of the Bitcoin network or take the Trust's bitcoin, which would adversely affect the value of the shares in the Fund. Moreover, functionality of the Bitcoin network may be negatively affected such that it is no longer attractive to users, thereby dampening demand for bitcoin. Even if another digital asset other than bitcoin were affected by similar circumstances, any reduction in confidence in the source code or cryptography underlying digital assets generally could negatively affect the demand for digital assets and therefore adversely affect the value of the shares in the Fund.

Moreover, because digital assets, including bitcoin, have been in existence for a short period of time and are continuing to develop, there may be additional risks in the future that are impossible to predict as of the date of this Memorandum.

***Digital assets represent a new and rapidly evolving industry, and the value of the Shares depends on the acceptance of bitcoin.***

The Bitcoin network was first launched in 2009 and bitcoins were the first cryptographic digital assets created to gain global adoption and critical mass. Although the Bitcoin network is the most established digital asset network, the Bitcoin network and other cryptographic and algorithmic protocols governing the issuance of digital assets represent a new and rapidly evolving industry that is subject to a variety of factors that are difficult to evaluate. For example, the realisation of one or more of the following risks could materially adversely affect the value of shares in the Fund:

- Bitcoins have only recently become selectively accepted as a means of payment by retail and commercial outlets, and use of bitcoins by consumers to pay such retail and commercial outlets remains limited. Banks and other established financial institutions may refuse to process funds for bitcoin transactions; process wire transfers to or from digital asset platforms, bitcoin-related companies or service providers; or maintain accounts for persons or entities transacting in bitcoin. As a result, the prices of bitcoins may be influenced to a significant extent by speculators and miners, thus contributing to price volatility that makes retailers less likely to accept it as a form of payment in the future.
- Banks may not provide banking services, or may cut off banking services, to businesses that provide digital asset-related services or that accept digital assets as payment, which could dampen liquidity in the market and damage the public perception of digital assets generally or any one digital asset in particular, such as bitcoin, and their or its utility as a payment system, which could decrease the price of digital assets generally or individually.
- Certain privacy-preserving features have been or are expected to be introduced to digital asset networks, such as the Bitcoin network, and platforms or businesses that facilitate transactions in bitcoin may be at an increased risk of criminal or civil lawsuits, or of having banking services cut off if there is a concern that these features interfere with the performance of anti-money laundering duties and economic sanctions checks or facilitate illicit financing or crime.



- Users, developers and miners may otherwise switch to or adopt certain digital assets at the expense of their engagement with other digital asset networks, which may negatively impact those networks, including the Bitcoin network.

The Trust is not actively managed and will not have any formal strategy relating to the development of the Bitcoin network.

***Changes in the governance of a digital asset network may not receive sufficient support from users and miners, which may negatively affect that digital asset network's ability to grow and respond to challenges.***

The governance of decentralised networks, such as the Bitcoin network, is by voluntary consensus and open competition. As a result, there may be a lack of consensus or clarity on the governance of any particular decentralized digital asset network, which may stymie such network's utility and ability to grow and face challenges. The foregoing notwithstanding, the protocols for some decentralised networks, such as the Bitcoin network, are informally managed by a group of core developers that propose amendments to the relevant network's source code. Core developers' roles evolve over time, largely based on self-determined participation. If a significant majority of users and miners adopt amendments to a decentralized network based on the proposals of such core developers, such network will be subject to new protocols that may adversely affect the value of the relevant digital asset.

As a result of the foregoing, it may be difficult to find solutions or marshal sufficient effort to overcome any future problems, especially long-term problems, on digital asset networks.

***Potential amendments to the Bitcoin network's protocols and software could, if accepted and authorized by the Bitcoin network community, adversely affect an investment in the Bitcoin ETF***

The Bitcoin network uses a cryptographic protocol to govern the interactions within the Bitcoin network. A loose community known as the core developers has evolved to informally manage the source code for the protocol. Membership in the community of core developers evolve over time, largely based on self-determined participation in the resource section dedicated to bitcoin on Github.com. The core developers can propose amendments to the Bitcoin network's source code that, if accepted by miners and users, could alter the protocols and software of the Bitcoin network and the properties of bitcoin. These alterations would occur through software upgrades, and could potentially include changes to the irreversibility of transactions and limitations on the mining of new bitcoin, which could undermine the appeal and market value of bitcoin. Alternatively, software upgrades and other changes to the protocols of the Bitcoin network could fail to work as intended or could introduce bugs, security risks, or otherwise adversely affect, the speed, security, usability, or value of the Bitcoin network or bitcoins. As a result, the Bitcoin network could be subject to changes to its protocols and software in the future that may adversely affect an investment in the Trust.

***The open-source structure of the Bitcoin network protocol means that the core developers and other contributors are generally not directly compensated for their contributions in maintaining and developing the Bitcoin network protocol. A failure to properly monitor and upgrade the Bitcoin network protocol could damage the Bitcoin network and the Fund's investment in the Bitcoin ETF.***



The Bitcoin network operates based on an open-source protocol maintained by the core developers and other contributors, largely on the GitHub resource section dedicated to bitcoin development. As bitcoins are rewarded solely for mining activity and are not sold to raise capital for the Bitcoin network, and the Bitcoin network protocol itself is made available for free rather than sold or made available subject to licensing or subscription fees and its use does not generate revenues for its development team, the core developers are generally not compensated for maintaining and updating the source code for the Bitcoin network protocol. Consequently, there is a lack of financial incentive for developers to maintain or develop the Bitcoin network and the core developers may lack the resources to adequately address emerging issues with the Bitcoin network protocol.

Although the Bitcoin network is currently supported by the core developers, there can be no guarantee that such support will continue or be sufficient in the future. For example, there have been recent reports that the number of core developers who have the authority to make amendments to the Bitcoin network's source code in the GitHub repository is relatively small, although there are believed to be a larger number of developers who contribute to the overall development of the source code of the Bitcoin network. Alternatively, some developers may be funded by entities whose interests are at odds with other participants in the Bitcoin network. In addition, a bad actor could also attempt to interfere with the operation of the Bitcoin network by attempting to exercise a malign influence over a core developer. To the extent that material issues arise with the Bitcoin network protocol and the core developers and open-source contributors are unable to address the issues adequately or in a timely manner, the Bitcoin network and an investment in the Trust (and the value of the Fund) may be adversely affected.

***Digital asset networks face significant scaling challenges and efforts to increase the volume and speed of transactions may not be successful.***

Many digital asset networks, including the Bitcoin network, face significant scaling challenges due to the fact that public blockchains generally face a tradeoff between security and scalability. One means through which public blockchains achieve security is decentralization, meaning that no intermediary is responsible for securing and maintaining these systems. For example, a greater degree of decentralization generally means a given digital asset network is less susceptible to manipulation or capture. A digital asset network may be limited in the number of transactions it can process by the capabilities of each single fully participating node.

As corresponding increases in throughput lag behind growth in the use of digital asset networks, average fees and settlement times may increase considerably. For example, the Bitcoin network has been, at times, at capacity, which has led to increased transaction fees. Since 1 January 2019, bitcoin transaction fees have increased from \$0.18 per-bitcoin transaction, on average, to a high of \$60.95 per transaction, on average, on 20 April 2021. As of August 2025, bitcoin transaction fees were approximately \$2.84 per transaction, on average, over a one-year trailing basis. Increased fees and decreased settlement speeds could preclude certain uses for bitcoin (e.g., micropayments), and could reduce demand for, and the price of, bitcoin, which could adversely impact the value of the Shares. In May 2023, events related to the adoption of ordinals, which are a means of inscribing digital content on the bitcoin blockchain, caused transaction fees to temporarily spike above \$30 per transaction.

There is no guarantee that any of the mechanisms in place or being explored for increasing the scale of settlement of the Bitcoin network transactions will be effective, or how long these mechanisms will take to become effective, which could cause the Bitcoin network to not adequately resolve scaling challenges and adversely impact the adoption of bitcoin as a medium of exchange and the value of the Bitcoin ETF (and the value of the Fund).

***Digital assets may have concentrated ownership and large sales or distributions by holders of such digital assets could have an adverse effect on the market price of such digital assets.***

The largest bitcoin wallets are believed to hold, in aggregate, a significant percentage of the bitcoins in circulation. Moreover, it is possible that other persons or entities control multiple wallets that collectively hold a significant number of bitcoins, even if they individually only hold a small amount, and it is possible that some of these wallets are controlled by the same person or entity. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the market price of bitcoin (as well as the value of the Fund).

***If a malicious actor or botnet obtains control of more than 50% of the processing power on the Bitcoin network, or otherwise obtains control over the Bitcoin network through its influence over core developers or otherwise, such actor or botnet could manipulate the Bitcoin blockchain to adversely affect the value of the Bitcoin ETF, or the ability of the Trust to operate. This will have a material effect on the value of the Fund.***

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains control of more than 50% of the processing power dedicated to mining on the Bitcoin network, it may be able to alter the Bitcoin blockchain on which transactions in bitcoin rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. The malicious actor or botnet could also control, exclude or modify the ordering of transactions. Although the malicious actor or botnet would not be able to generate new tokens or transactions using such control, it could “double-spend” its own tokens (i.e., spend the same tokens in more than one transaction) and prevent the confirmation of other users’ transactions for so long as it maintained control. To the extent that such malicious actor or botnet did not yield its control of the processing power on the Bitcoin network or the Bitcoin community did not reject the fraudulent blocks as malicious, reversing any changes made to the Bitcoin blockchain may not be possible. Further, a malicious actor or botnet could create a flood of transactions in order to slow down the Bitcoin network.

For example, in August 2020, the Ethereum Classic Network was the target of two double-spend attacks by an unknown actor or actors that gained more than 50% of the processing power of the Ethereum Classic network. The attacks resulted in reorganizations of the Ethereum Classic blockchain that allowed the attacker or attackers to reverse previously recorded transactions in excess of \$5.0 million and \$1.0 million. Any similar attacks on the Bitcoin network could negatively impact the value of bitcoin and the value of the shares in the Fund.

In addition, in May 2019, the Bitcoin Cash network experienced a 51% attack when two large mining pools reversed a series of transactions in order to stop an unknown miner from taking advantage of a flaw in a recent Bitcoin Cash protocol upgrade. Although this particular attack was arguably benevolent, the fact that such coordinated activity was able to occur may negatively impact perceptions of the Bitcoin Cash network. Any similar attacks on the Bitcoin network could negatively impact the value of bitcoin and the value of the shares in the Fund.

Although there are no known reports of malicious activity on, or control of, the Bitcoin network, it is believed that certain mining pools may have exceeded the 50% threshold on the Bitcoin network since the Bitcoin blockchain’s genesis block was mined in 2009, and others have come close. The possible crossing or near-crossing of the 50% threshold indicates a greater risk that a single mining pool could exert authority over the validation of Bitcoin transactions, and this risk is heightened if over 50% of the processing power on the network falls within the jurisdiction of a single governmental authority. Also, there have been reports that two mining pools recently controlled in excess of 50% of the aggregate mining power on the Bitcoin network and may do so now or in the future. If network participants, including the core developers and the administrators of mining pools, do not act to ensure greater decentralization of bitcoin mining processing power, the feasibility of a malicious actor obtaining control of the processing power on the Bitcoin network will increase, which may adversely affect the value of the Bitcoin ETF, as well as the value

of the Fund. Also, if miners experience financial or other difficulties on a large scale and are unable to participate in mining activities, whether due to a downturn in the Bitcoin market or other factors, the risks of the Bitcoin network becoming more centralised could increase.

A malicious actor may also obtain control over the Bitcoin network through its influence over core developers by gaining direct control over a core developer or an otherwise influential programmer. To the extent that users and miners accept amendments to the source code proposed by the controlled core developer, other core developers do not counter such amendments, and such amendments enable the malicious exploitation of the Bitcoin network, the risk that a malicious actor may be able to obtain control of the Bitcoin network in this manner exists.

***A temporary or permanent “fork” could adversely affect the value of the Shares. In addition, Shareholders will not receive the benefits of any Incidental Rights and any IR Virtual Currency, including any forked or airdropped assets.***

The Bitcoin network operates using open-source protocols, meaning that any user can download the software, modify it and then propose that the users and miners of bitcoin adopt the modification. When a modification is introduced and a substantial majority of users and miners consent to the modification, the change is implemented and the network remains uninterrupted. However, if less than a substantial majority of users and miners consent to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a “hard fork” of the Bitcoin network, with one group running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two versions of bitcoin running in parallel on separate networks using separate blockchain ledgers, yet lacking interchangeability. For example, in August 2017, bitcoin “forked” into bitcoin and a new digital asset, Bitcoin Cash, as a result of a several-year dispute over how to increase the rate of transactions that the Bitcoin network can process.

Forks may also occur as a network community’s response to a significant security breach. For example, in July 2016, Ethereum “forked” into Ethereum and a new digital asset, Ethereum Classic, as a result of the Ethereum network community’s response to a significant security breach in which an anonymous hacker exploited a smart contract running on the Ethereum network to syphon approximately \$60 million of ETH held by The DAO, a distributed autonomous organisation, into a segregated account. In response to the hack, most participants in the Ethereum community elected to adopt a “fork” that effectively reversed the hack. However, a minority of users continued to develop the original blockchain, now referred to as “Ethereum Classic” with the digital asset on that blockchain now referred to as Ethereum Classic, or ETC. ETC now trades on several digital asset platforms. A fork may also occur as a result of an unintentional or unanticipated software flaw in the various versions of otherwise compatible software that users run. Such a fork could lead to users and miners abandoning the digital asset with the flawed software. It is possible, however, that a substantial number of users and miners could adopt an incompatible version of the digital asset while resisting community-led efforts to merge the two chains. This could result in a permanent fork, as in the case of Ethereum and Ethereum Classic.

In addition, many developers have previously initiated hard forks in the Blockchain to launch new digital assets, such as Bitcoin Gold and Bitcoin Diamond. To the extent such digital assets compete with bitcoin, such competition could impact demand for bitcoin and could adversely impact the value of the Fund.

Furthermore, a hard fork can lead to new security concerns. For example, when the Ethereum and Ethereum Classic networks split in July 2016, replay attacks, in which transactions from one network were rebroadcast to nefarious effect on the other network, plagued Ethereum platforms through at least October 2016. An Ethereum platform announced in July 2016 that it had lost 40,000 Ethereum Classic, worth about \$100,000 at that time, as a result of replay attacks. Similar replay attack concerns occurred in

connection with the Bitcoin Cash and Bitcoin Satoshi's Vision networks split in November 2018. Another possible result of a hard fork is an inherent decrease in the level of security due to significant amounts of mining power remaining on one network or migrating instead to the new forked network. After a hard fork, it may become easier for an individual miner or mining pool's hashing power to exceed 50% of the processing power of a digital asset network that retained or attracted less mining power, thereby making digital asset networks that rely on proof-of-work more susceptible to attack.

A hard fork may adversely affect the price of bitcoin at the time of announcement or adoption. For example, the announcement of a hard fork could lead to increased demand for the prefork digital asset, in anticipation that ownership of the prefork digital asset would entitle holders to a new digital asset following the fork. The increased demand for the prefork digital asset may cause the price of the digital asset to rise. After the hard fork, it is possible the aggregate price of the two versions of the digital asset running in parallel would be less than the price of the digital asset immediately prior to the fork. Furthermore, while the Sponsor will, as permitted by the terms of the Trust Agreement, determine which network is generally accepted as the Bitcoin network and should therefore be considered the appropriate network for the Trust's purposes, there is no guarantee that BlackRock will choose the network and the associated digital asset that is ultimately the most valuable fork. Either of these events could therefore adversely impact the value of the Bitcoin ETF, and the value of the Fund.

As another example of the effects of hard forks on digital assets, on 15 September 2022, the Ethereum Network completed its Merge, moving from a proof-of-work model to a proof-of-stake model. Ethereum proof-of-work miners who disagreed with the new consensus mechanism forked the network which resulted in the Ethereum proof-of-work network. Ethereum proof-of-work network was driven by a small but vocal group of miners who wished to hold onto revenue as Ethereum switched to proof-of-stake. The vast majority of token holder votes preferred the new proof-of-stake consensus method. There was no material impact on the Ethereum network as a result of the fork. All ether holders were airdropped Ethereum proof-of-work network tokens as a result of the hard fork. However, not all liquidity providers were able to trade the new token and the Ethereum proof-of-work network token almost immediately lost most of its value.

A future fork in the Bitcoin network could adversely affect the value of the Bitcoin ETF, or the ability of the Trust to operate. This would have an adverse effect on the value of the Fund.

In addition to forks, a digital asset may become subject to a similar occurrence known as an "airdrop." In an airdrop, the promoters of a new digital asset announce to holders of another digital asset that such holders will be entitled to claim a certain amount of the new digital asset for free, based on the fact that they hold such other digital asset. For example, in March 2017 the promoters of Stellar Lumens announced that anyone that owned bitcoin as of June 26, 2017 could claim, until August 27, 2017, a certain amount of Stellar Lumens. Airdrops could create operational security, legal or regulatory, or other risks for the Bitcoin ETF, the Sponsor, the Bitcoin Custodian, or other entities.

***The value of the Bitcoin ETF (and the value of shares in the Fund) relates directly to the value of bitcoins, the value of which may be highly volatile and subject to fluctuations due to a number of factors.***

The value of the Bitcoin ETF relates directly to the value of the bitcoins held by the Trust and fluctuations in the price of bitcoin could adversely affect the value of the shares in the Bitcoin ETF held by the Fund.

The market price of bitcoin may be highly volatile, and subject to a number of factors, including:

- an increase in the global bitcoin supply or a decrease in global bitcoin demand;

- market conditions of, and overall sentiment towards, the digital assets and blockchain technology industry;
- trading activity on digital asset platforms, which, in many cases, are largely unregulated or may be subject to manipulation;
- the adoption of bitcoin as a medium of exchange, store-of-value or other consumptive asset and the maintenance and development of the open-source software protocol of the Bitcoin network, and their ability to meet user demands;
- manipulative trading activity on digital asset platforms, which, in many cases, are largely unregulated;
- forks in the Bitcoin network;
- investors' expectations with respect to interest rates, the rates of inflation of fiat currencies or bitcoin, and digital asset exchange rates;
- consumer preferences and perceptions of bitcoin specifically and digital assets generally;
- negative events, publicity, and social media coverage relating to the digital assets and blockchain technology industry;
- fiat currency withdrawal and deposit policies on digital asset platforms;
- the liquidity of digital asset markets and any increase or decrease in trading volume or market making on digital asset markets;
- business failures, bankruptcies, hacking, fraud, crime, government investigations, or other negative developments affecting digital asset businesses, including digital asset platforms, or banks or other financial institutions and service providers which provide services to the digital assets industry;
- the use of leverage in digital asset markets, including the unwinding of positions, "margin calls", collateral liquidations and similar events;
- investment and trading activities of large or active consumer and institutional users, speculators, miners, and investors in bitcoin;
- an active derivatives market for bitcoin or for digital assets generally;
- monetary policies of governments, legislation or regulation, trade restrictions, currency devaluations and revaluations and regulatory measures or enforcement actions, if any, that restrict the use of bitcoin as a form of payment or the purchase of bitcoin on the digital asset markets;
- global or regional political, economic or financial conditions, events and situations, or major public issues, such as the novel coronavirus ("**COVID-19**");



- fees associated with processing a bitcoin transaction and the speed at which bitcoin transactions are settled;
- the maintenance, troubleshooting, and development of the Bitcoin network including by miners and developers worldwide;
- the ability for the Bitcoin network to attract and retain miners to secure and confirm transactions accurately and efficiently;
- ongoing technological viability and security of the Bitcoin network and bitcoin transactions, including vulnerabilities against hacks and scalability;
- financial strength of market participants;
- the availability and cost of funding and capital;
- the liquidity and credit risk of digital asset platforms;
- interruptions in service from or closures or failures of major digital asset platforms or their banking partners, or outages or system failures affecting the Bitcoin network;
- decreased confidence in digital assets and digital assets platforms;
- poor risk management or fraud by entities in the digital assets ecosystem;
- increased competition from other forms of digital assets or payment services; and
- the Trust's own acquisitions or dispositions of bitcoin, since there is no limit on the number of bitcoin that the Trust may acquire, and the Sponsor is an affiliate of BlackRock, which is a prominent participant in financial markets.

Although returns from investing in bitcoin have at times diverged from those associated with other asset classes to a greater or lesser extent, there can be no assurance that there will be any such divergence in the future, either generally or with respect to any particular asset class, or that price movements will not be correlated. In addition, there is no assurance that bitcoin will maintain its value in the long, intermediate, short, or any other term. In the event that the price of bitcoin declines, the Manager expects the value of the shares in the Fund to decline proportionately.

The value of a bitcoin may also be subject to momentum pricing due to speculation regarding future appreciation in value, leading to greater volatility that could adversely affect the value of the Bitcoin ETF. Momentum pricing typically is associated with growth stocks and other assets whose valuation, as determined by the investing public, accounts for future appreciation in value, if any.

The Manager believes that momentum pricing of bitcoins has resulted, and may continue to result, in speculation regarding future appreciation in the value of bitcoin, inflating and making the CF Benchmarks Index (used for the purposes of valuing the bitcoin held by Trust) (the "**Index**") the more volatile. As a result, bitcoin may be more likely to fluctuate in value due to changing investor confidence, which could impact future appreciation or depreciation in the Index or other pricing source used by the Bitcoin ETF and could adversely affect the value of the Fund.



***Because the Trust holds only bitcoin and cash, an investment by the Fund in the Trust may be more volatile than an investment in a more broadly diversified portfolio.***

The Trust holds only bitcoin and cash. As a result, the Trust's holdings (and, by extension, the Fund's portfolio) are not diversified. Accordingly, the Fund's Net Asset Value may be more volatile than another investment vehicle with a more broadly diversified portfolio and may fluctuate substantially over short or long periods of time. Fluctuations in the price of bitcoin are expected to have a direct impact on the value of the shares in the Fund.

An investment in the Fund may be deemed speculative and is not intended as a complete investment program. An investment in shares in the Fund should be considered only by persons financially able to maintain their investment and who can bear the risk of total loss associated with an investment in the Fund. Potential investors should review closely the objective and strategy of the Trust, and familiarise themselves with the risks associated with the Fund's investment in the Trust.

Prior to making an investment in the Fund, and in accordance with the GFSC's requirements, potential investors will be required to confirm to the Company that: (i) they have received the necessary professional advice concerning an investment in a digital asset-backed product; and (ii) they are not investing more than they can afford to lose.

***Due to the unregulated nature and lack of transparency surrounding the operations of digital asset platforms, which may experience fraud, manipulation, security failures or operational problems, as well as the wider bitcoin market, the value of bitcoin and, consequently, the value of the shares in the Fund may be adversely affected, causing losses to Shareholders.***

Digital asset platforms are relatively new and, in some cases, unregulated. Many operate outside the United States. Furthermore, while many prominent digital asset platforms provide the public with significant information regarding their ownership structure, management teams, corporate practices and regulatory compliance, many digital asset platforms do not provide this information. Digital asset platforms may not be subject to, or may not comply with, regulation in a similar manner as other regulated trading platforms, such as national securities exchanges or designated contract markets. As a result, the marketplace may lose confidence in digital asset platforms, including prominent platforms that handle a significant volume of bitcoin trading.

Many digital asset platforms are unlicensed, may be unregulated, may be subject to regulation in a relevant jurisdiction, but may or may not be in compliance therewith, may operate without extensive supervision by governmental authorities, and do not provide the public with significant information regarding their ownership structure, management team, corporate practices, cybersecurity, and regulatory compliance. In particular, those located outside the United States may be subject to significantly less stringent regulatory and compliance requirements in their local jurisdictions, and may take the position that they are not subject to laws and regulations that would apply to a national securities exchange or designated contract market in the United States, or may, as a practical matter, be beyond the ambit of U.S. regulators. As a result, trading activity on or reported by these digital asset platforms is generally significantly less regulated than trading in regulated U.S. securities and commodities markets, and may reflect behaviour that would be prohibited in regulated U.S. trading venues. For example, in 2019 there were reports claiming that 80.95% of bitcoin trading volume on digital asset platforms was false or noneconomic in nature, with specific focus on unregulated platforms located outside of the United States. Such reports alleged that certain overseas platforms have displayed suspicious trading activity suggestive of a variety of manipulative or fraudulent practices, such as fake or artificial trading volume or trading volume based on non-economic "wash trading" (where offsetting trades are entered into for other than bona fide reasons, such as the desire to inflate reported trading volumes), and attributed such manipulative or fraudulent behaviour to motives

like the incentive to attract listing fees from token issuers who seek the most liquid and high-volume platforms on which to list their coins.

Other academics and market observers have put forth evidence to support claims that manipulative trading activity has occurred on certain bitcoin platforms. For example, in a 2017 paper titled “Price Manipulation in the Bitcoin Ecosystem” sponsored by the Interdisciplinary Cyber Research Center at Tel Aviv University, a group of researchers used publicly available trading data, as well as leaked transaction data from a 2014 Mt. Gox security breach, to identify and analyse the impact of “suspicious trading activity” on Mt. Gox between February and November 2013, which, according to the authors, caused the price of bitcoin to increase from around \$150 to more than \$1,000 over a two-month period. In August 2017, it was reported that a trader or group of traders nicknamed “Spoofy” was placing large orders on Bitfinex without actually executing them, presumably in order to influence other investors into buying or selling by creating a false appearance that greater demand existed in the market. In December 2017, an anonymous blogger (publishing under the pseudonym Bitfinex’d) cited publicly available trading data to support his or her claim that a trading bot nicknamed “Picasso” was pursuing a paint-the-tape-style manipulation strategy by buying and selling bitcoin and bitcoin cash between affiliated accounts in order to create the appearance of substantial trading activity and thereby influence the price of such assets. Even in the United States, there have been allegations of wash trading even on regulated venues. Any actual or perceived false trading in the digital asset platform market, and any other fraudulent or manipulative acts and practices, could adversely affect the value of bitcoin and/or negatively affect the market perception of bitcoin. This would have a negative effect on the value of the Fund.

The bitcoin market globally and in the United States is not subject to comparable regulatory guardrails as exist in regulated securities markets. Furthermore, many bitcoin trading venues lack certain safeguards put in place by exchanges for more traditional assets to enhance the stability of trading on the exchanges and prevent “flash crashes,” such as limit-down circuit breakers. As a result, the prices of bitcoin on trading venues may be subject to larger and/or more frequent sudden declines than assets traded on more traditional exchanges. Tools to detect and deter fraudulent or manipulative trading activities such as market manipulation, front-running of trades, and wash-trading may not be available to or employed by digital asset platforms, or may not exist at all. The SEC has identified possible sources of fraud and manipulation in the bitcoin market generally, including, among others (1) “wash trading”; (2) persons with a dominant position in bitcoin manipulating bitcoin pricing; (3) hacking of the Bitcoin network and trading platforms; (4) malicious control of the Bitcoin network; (5) trading based on material, non-public information (for example, plans of market participants to significantly increase or decrease their holdings in bitcoin, new sources of demand for bitcoin) or based on the dissemination of false and misleading information; (6) manipulative activity involving purported “stablecoins,” including Tether; and (7) fraud and manipulation at bitcoin trading platforms. The effect of potential market manipulation, front-running, wash-trading, and other fraudulent or manipulative trading practices may inflate the volumes actually present in crypto market and/or cause distortions in price, which could adversely affect the Bitcoin ETF, the value of the Fund, and cause losses to Shareholders.

In addition, over the past several years, some digital asset platforms have been closed due to fraud and manipulative activity, business failure or security breaches. In many of these instances, the customers of such digital asset platforms were not compensated or made whole for the partial or complete losses of their account balances in such digital asset platforms. While, generally speaking, smaller digital asset platforms are less likely to have the infrastructure and capitalisation that make larger digital asset platforms more stable, larger digital asset platforms are more likely to be appealing targets for hackers and malware and their shortcomings or ultimate failures are more likely to have contagion effects on the digital asset ecosystem, and therefore may be more likely to be targets of regulatory enforcement action. For example, the collapse of Mt. Gox, which filed for bankruptcy protection in Japan in late February 2014, demonstrated that even the largest digital asset platforms could be subject to abrupt failure with consequences for both users of digital asset platforms and the digital asset industry as a whole. In particular, in the two weeks that

followed the 7 February 2014 halt of bitcoin withdrawals from Mt. Gox, the value of one bitcoin fell on other platforms from around \$795 on 6 February 2014 to \$578 on 20 February 2014. Additionally, in January 2015, Bitstamp announced that approximately 19,000 bitcoin had been stolen from its operational or “hot” wallets. Further, in August 2016, it was reported that almost 120,000 bitcoins worth around \$78 million were stolen from Bitfinex, a large digital asset platform. The value of bitcoin and other digital assets immediately decreased over 10% following reports of the theft at Bitfinex. Regulatory enforcement actions have followed, such as in July 2017, when FinCEN assessed a \$110 million fine against BTC-E, a now defunct digital asset platform, for facilitating crimes such as drug sales and ransomware attacks. In addition, in December 2017, Yopian, the operator of Seoul-based digital asset platform Youbit, suspended digital asset trading and filed for bankruptcy following a hack that resulted in a loss of 17% of Yopian’s assets. Following the hack, Youbit users were allowed to withdraw approximately 75% of the digital assets in their platform accounts, with any potential further distributions to be made following Yopian’s pending bankruptcy proceedings.

In addition, in January 2018, the Japanese digital asset platform, Coincheck, was hacked, resulting in losses of approximately \$535 million, and in February 2018, the Italian digital asset platform, Bitgrail, was hacked, resulting in approximately \$170 million in losses. In May 2019, one of the world’s largest digital asset platforms, Binance, was hacked, resulting in losses of approximately \$40 million. In November 2022, FTX Trading Ltd. (“**FTX**”), one of the largest digital asset platforms by volume at the time, halted customer withdrawals amid rumours of the company’s liquidity issues and likely insolvency, which were subsequently corroborated by its CEO. Shortly thereafter, FTX’s CEO resigned and FTX and many of its affiliates filed for bankruptcy in the United States, while other affiliates have entered insolvency, liquidation, or similar proceedings around the globe, following which the U.S. Department of Justice brought criminal fraud and other charges, and the SEC and CFTC brought civil securities and commodities fraud charges, against certain of FTX’s and its affiliates’ senior executives, including its former CEO. Around the same time, there were reports that approximately \$300-600 million of digital assets were removed from FTX and the full facts remain unknown, including whether such removal was the result of a hack, theft, insider activity, or other improper behaviour.

Negative perception, a lack of stability and standardised regulation in the digital asset markets and the closure or temporary shutdown of digital asset platforms due to fraud, business failure, security breaches or government mandated regulation, and associated losses by customers, may reduce confidence in the Bitcoin network and result in greater volatility or decreases in the prices of bitcoin. Furthermore, the closure or temporary shutdown of a digital asset platform used in calculating the Index may result in a loss of confidence in the Trust’s ability to determine its net asset value on a daily basis. The potential consequences of a digital asset platform’s failure could adversely affect the value of the shares in the Fund.

***Bitcoin transactions are irrevocable and stolen or incorrectly transferred bitcoins may be irretrievable. As a result, any incorrectly executed bitcoin transactions could adversely affect the value of the Bitcoin ETF (and the value of the Fund).***

Bitcoin transactions are typically not reversible without the consent and active participation of the recipient of the transaction. Once a transaction has been verified and recorded in a block that is added to the Bitcoin blockchain, an incorrect transfer or theft of bitcoin generally will not be reversible and the Trust may not be capable of seeking compensation for any such transfer or theft. Although the Trust’s transfers of bitcoin will regularly be made to or from the Trust’s account at the Bitcoin Custodian, it is possible that, through computer or human error, or through theft or criminal action, the Trust’s bitcoin could be transferred from the Trust’s account at the Bitcoin Custodian in incorrect amounts or to unauthorized third parties, or to uncontrolled accounts.

Such events have occurred in connection with digital assets in the past. For example, in September 2014, the Chinese digital asset platform Huobi announced that it had sent approximately 900 bitcoins and 8,000

Litecoins (worth approximately \$400,000 at the prevailing market prices at the time) to the wrong customers. To the extent that the Trust is unable to seek a corrective transaction with such third-party or is incapable of identifying the third-party which has received the Trust's bitcoins through error or theft, the Trust will be unable to revert or otherwise recover incorrectly transferred bitcoins. The Trust will also be unable to convert or recover its bitcoins transferred to uncontrolled accounts. To the extent that the Trust is unable to seek redress for such error or theft, such loss could adversely affect the value of the shares in the Bitcoin ET and, as a consequence, the value of shares in the Fund.

***The Trust is an “emerging growth company and it cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make the Shares less attractive to investors.***

The Trust is an “emerging growth company” as defined in the JOBS Act. For as long as the Trust continues to be an emerging growth company it may choose to take advantage of certain exemptions from various reporting requirements applicable to other public companies but not to emerging public companies, which include, among other things:

- exemption from the auditor attestation requirements under Section 404(b) of the Sarbanes-Oxley Act;
- reduced disclosure obligations regarding executive compensation in the Trust's periodic reports and audited financial statements in the ETF Prospectus (defined later in this Appendix);
- exemptions from the requirements of holding advisory “say-on-pay” votes on executive compensation and shareholder advisory votes on “golden parachute” compensation; and
- exemption from any rules requiring mandatory audit firm rotation and auditor discussion and analysis and, unless otherwise determined by the SEC, any new audit rules adopted by the Public Company Accounting Oversight Board.

Under the JOBS Act, emerging growth companies are also permitted to elect to delay adoption of new or revised accounting standards until companies that are not subject to periodic reporting obligations are required to comply, if such accounting standards apply to non-reporting companies. However, the Trust has chosen to opt out of this extended transition period for complying with new or revised accounting standards. Section 107 of the JOBS Act provides that the decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

The Manager cannot predict if investors will find an investment in the Bitcoin ETF less attractive if it relies on these exemptions.

***The lack of an active trading market for the shares in the Bitcoin ETF may result in losses on the Fund's investment at the time of disposition.***

Although shares in the Bitcoin ETF are listed for trading on NASDAQ, investors should not assume that an active trading market for such shares will be maintained. If the Fund wishes to sell its shares at a time when no active market for them exists, such lack of an active market will most likely adversely affect the price that the Fund receives for its shares (assuming it is able to sell them). This may have a material effect on the value of shares in the Fund.

***The Trust may be required, or the Sponsor may deem it appropriate, to terminate and liquidate at a time that is disadvantageous to Shareholders.***



Pursuant to the terms of the Trust Agreement, the Trust is required to dissolve under certain circumstances. In addition, the Sponsor may, in its sole discretion, dissolve the Trust for a number of reasons, including if it determines, in its sole discretion, that it is desirable or advisable for any reason to discontinue the affairs of the Trust.

If the Trust is required to terminate and liquidate, or BlackRock determines in accordance with the terms of the Trust Agreement that it is appropriate to terminate and liquidate the Trust, such termination and liquidation could occur at a time that is disadvantageous to shareholders (including the Fund), such as when the actual exchange rate of bitcoin at such time is lower than the Index was at the time when the Fund purchased its shares. In such a case, when the Trust's bitcoins are sold as part of its liquidation, the resulting proceeds distributed to shareholders will be less than if the actual exchange rate at such time were higher at the time of sale.

***Anonymity and illicit financing risk.***

Although transaction details of peer-to-peer transactions are recorded on the Bitcoin blockchain, a buyer or seller of digital assets on a peer-to-peer basis directly on the Bitcoin network may never know to whom the public key belongs or the true identity of the party with whom it is transacting. Public key addresses are randomised sequences of alphanumeric characters that, standing alone, do not provide sufficient information to identify users. In addition, certain technologies may obscure the origin or chain of custody of digital assets. In May 2022, OFAC banned all U.S. persons from using Blender.io, a digital asset mixing application that operates on the Bitcoin blockchain to obfuscate the origin, destination and counterparties of blockchain transactions, by adding certain digital asset wallet addresses associated with Blender.io to its Specially Designated Nationals list. Blender.io receives a variety of transactions and mixes them together before transmitting them to their ultimate destinations. On 23 March 2022, Lazarus Group, a state-sponsored cyber hacking group associated with North Korea, carried out a major virtual currency heist from a blockchain project linked to the online game Axie Infinity; Blender.io was used in processing some of the illicit proceeds. The US Treasury Department's press release announcing the sanctions on Blender.io observed that, while most virtual currency activity is licit, virtual currency can be used for illicit activity, including sanctions evasion, through mixers, peer-to-peer exchangers, darknet markets, and exchanges. This includes the facilitation of heists, ransomware schemes, and other cybercrimes.

On 19 October 2023, FinCEN published a proposed rulemaking under authorities in Section 311 of the USA PATRIOT Act that would impose requirements on financial institutions that engage in convertible virtual currency ("CVC") transactions that involve CVC mixing within or involving a jurisdiction outside the United States. FinCEN's rulemaking states that CVC mixing transactions can play a central role in facilitating the laundering of CVC derived from a variety of illicit activity, and are frequently used by criminals and state actors to facilitate a range of illicit activity, including, but not limited to, money laundering, sanctions evasion and weapons of mass destruction proliferation. Given that blockchain networks, including the Bitcoin network, are global and anyone can access them, validate transactions or transfer digital assets through them, and the fact that their operators, creators or programmers sometimes remain anonymous, it is not inconceivable that bad actors, such as those subject to sanctions, could seek to do so. The opaque nature of the market poses asset verification challenges for market participants, regulators and auditors and gives rise to an increased risk of manipulation and fraud, including the potential for Ponzi schemes, bucket shops and pump and dump schemes. Digital assets have in the past been used to facilitate illicit activities or a digital asset, or network participant, such as miners or users, were associated with bad actors or illicit activity. If a digital asset was used to facilitate illicit activities, businesses that facilitate transactions in such digital assets could be at increased risk of potential criminal or civil liability or lawsuits, or of having banking or other services cut off, and such digital asset could be removed from digital asset platforms. Any of the aforementioned or similar occurrences could adversely affect the price of the relevant digital asset, the attractiveness of the respective blockchain network and an investment in the shares of the Bitcoin ETF. This would have a material impact on the value of the Fund. If the Trust, the Sponsor or the Trustee were

to transact with a sanctioned entity, the Trust, the Sponsor or the Trustee would be at risk of potential criminal or civil lawsuits or liability.

The Manager understands that the Trust takes measures with the objective of reducing illicit financing risks in connection with its activities. However, illicit financing risks are present in the digital asset markets, including markets for bitcoin. There can be no assurance that the measures employed by the Trust will prove successful in reducing illicit financing risks, and the Trust is subject to the complex illicit financing risks and vulnerabilities present in the digital asset markets. If such risks eventuate, the Trust, the Sponsor or the Trustee or their affiliates could face civil or criminal liability, fines, penalties, or other punishments, be subject to investigation, have their assets frozen, lose access to banking services or services provided by other service providers, or suffer disruptions to their operations, any of which could negatively affect the Trust's ability to operate or cause losses in value of the shares in the Bitcoin ETF. This would have a material impact on the value of the Fund, and could lead to a complete loss of capital.

The Manager notes that BlackRock has adopted and implemented policies and procedures that are designed to comply with applicable anti-money laundering laws and sanctions laws and regulations, including applicable know your customer ("KYC") laws and regulations. The Sponsor and the Trust will only interact with known third-party service providers with respect to whom the Sponsor or its affiliates have engaged in a thorough due diligence process and or a thorough KYC process, such as the Prime Execution Agent and Bitcoin Custodian. The Prime Execution Agent and Bitcoin Custodian must undergo counterparty due diligence by BlackRock. When trading through the Prime Execution Agent acting in an agency capacity with third parties through its Coinbase Prime service pursuant to the Prime Execution Agent Agreement, the bitcoin delivered to the Trust is delivered through execution with the Prime Execution Agent. As a result, the Sponsor and the Trust have instituted procedures reasonably designed to ensure that a situation would not arise where the Trust would engage in transactions with a counterparty whose identity the Sponsor and the Trust did not know.

Furthermore, the Prime Execution Agent and Bitcoin Custodian, as an entity licensed to conduct virtual currency business activity by the New York Department of Financial Services and a limited purpose trust company subject to New York Banking Law, respectively, are "financial institutions" subject to the U.S. Bank Secrecy Act, as amended ("BSA"), and U.S. economic sanctions laws. The Trust will only accept creation and redemption requests from authorised participants and trade with counterparties who have represented to the Trust that they have implemented compliance programs that are designed to ensure compliance with applicable sanctions and anti-money laundering laws.

The Prime Execution Agent and Bitcoin Custodian have adopted and implemented anti-money laundering and sanctions compliance programs, which provides additional protections to ensure that the Sponsor and the Trust do not transact with a sanctioned party. Notably, every Bitcoin trading counterparty must establish an account at the Prime Execution Agent through which the counterparty transfers bitcoin to the Trust during a purchase order or receives bitcoin from the Trust in connection with a redemption order. The Prime Execution Agent performs screening using blockchain analytics to identify, detect, and mitigate the risk of transacting with a sanctioned or other unlawful actor. Pursuant to the Prime Execution Agent's blockchain analytics screening program, any bitcoin that is delivered to the Trust's account will undergo screening designed to assess whether the origins of that bitcoin are illicit.

***Competing industries may have more influence with policymakers than the digital asset industry, which could lead to the adoption of laws and regulations that are harmful to the digital asset industry.***

The digital asset industry is relatively new and does not have the same access to policymakers and lobbying organisations in many jurisdictions compared to industries with which digital assets may be seen to compete, such as banking, payments and consumer finance. Competitors from other, more established industries may have greater access to and influence with governmental officials and regulators and may be



successful in persuading these policymakers that digital assets require heightened levels of regulation compared to the regulation of traditional financial services. As a result, new laws and regulations may be proposed and adopted in the United States and elsewhere, or existing laws and regulations may be interpreted in new ways, that disfavor or impose compliance burdens on the digital asset industry or digital asset platforms, which could adversely impact the value of bitcoin and therefore the value of the Fund.

***Regulatory changes or actions in foreign jurisdictions may affect the value of the Bitcoin ETF or restrict the use of one or more digital assets, mining activity or the operation of their networks in a manner that adversely affects the value of the Bitcoin ETF.***

Various foreign jurisdictions have, and may continue to adopt laws, regulations or directives that affect digital asset networks (including the Bitcoin network), the digital asset markets (including the bitcoin market), and their users, particularly digital asset platforms and service providers that fall within such jurisdictions' regulatory scope. For example, if China or other foreign jurisdictions were to ban or otherwise restrict manufacturers' ability to produce or sell semiconductors or hard drives in connection with bitcoin mining, it would have a material adverse effect on digital asset networks (including the Bitcoin network), the digital asset market, and as a result, impact the value of the Fund.

A number of foreign jurisdictions have recently taken regulatory action aimed at digital asset activities. China has made transacting in cryptocurrencies illegal for Chinese citizens in mainland China, and additional restrictions may follow. Both China and South Korea have banned initial coin offerings entirely and regulators in other jurisdictions, including Canada, Singapore and Hong Kong, have opined that initial coin offerings may constitute securities offerings subject to local securities regulations. In May 2021, the Chinese government announced renewed efforts to restrict cryptocurrency trading and mining activities. Regulators in the Inner Mongolia and other regions of China have proposed regulations that would create penalties for companies engaged in cryptocurrency mining activities and introduce heightened energy saving requirements on industrial parks, data centers and power plants providing electricity to cryptocurrency miners. The United Kingdom's Financial Conduct Authority published final rules in October 2020 banning the sale of derivatives and exchange traded notes that reference certain types of digital assets, contending that they are "ill-suited" to retail investors citing extreme volatility, valuation challenges and association with financial crime. In the UK, the Financial Services and Markets Act has brought digital asset activities within the scope of existing laws governing financial institutions, markets and assets. In addition, the European Council of the European Union approved the text of Markets in Crypto-Assets ("MiCA") in October 2022, establishing a regulatory framework for digital asset services across the European Union. MiCA is intended to serve as a comprehensive regulation of digital asset markets and imposes various obligations on digital asset issuers and service providers. The main aims of MiCA are industry regulation, consumer protection, prevention of market abuse and upholding the integrity of digital asset markets. MiCA passed the European Parliament in 2023 and is now applicable (from 2024).

Foreign laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of one or more digital assets by users, merchants and service providers outside the United States and may therefore impede the growth or sustainability of the digital asset economy in the European Union, China, Japan, Russia and the United States and globally, or otherwise negatively affect the value of bitcoin. Moreover, other events, such as the interruption in telecommunications or internet services, cyber-related terrorist acts, civil disturbances, war or other catastrophes, could also negatively affect the digital asset economy in one or more jurisdictions. For example, Russia's invasion of Ukraine on 24 February 2022 led to volatility in digital asset prices, with an initial steep decline followed by a sharp rebound in prices. The effect of any future regulatory change or other events on the Trust or bitcoin is impossible to predict, but such change could be substantial and adverse to the Trust and the value of the Fund.

***If regulators or public utilities take actions that restrict or otherwise impact mining activities, there may be a significant decline in such activities, which could adversely affect the Bitcoin network and the value of the Shares.***

Concerns have been raised about the electricity required to secure and maintain digital asset networks. For example, as of 31 December 2023, approximately 623 million tera hashes were performed every second in connection with mining on the Bitcoin network. Although measuring the electricity consumed by this process is difficult because these operations are performed by various machines with varying levels of efficiency, the process consumes a significant amount of energy. The operations of the Bitcoin network and other digital asset networks may also consume significant amounts of energy. Further, in addition to the direct energy costs of performing calculations on any given digital asset network, there are indirect costs that impact a network's total energy consumption, including the costs of cooling the machines that perform these calculations.

Driven by concerns around energy consumption and the impact on public utility companies, various states and cities have implemented, or are considering implementing, moratoriums on mining activity in their jurisdictions. A significant reduction in mining activity as a result of such actions could adversely affect the security of the Bitcoin network by making it easier for a malicious actor or botnet to manipulate the relevant blockchain. If regulators or public utilities take action that restricts or otherwise impacts mining activities, such actions could result in decreased security of a digital asset network, including the Bitcoin network, and consequently adversely impact the value of the Fund.

#### **Additional important information**

A copy of the current prospectus for the Bitcoin ETF is available upon request (the “**ETF Prospectus**”), and also at BlackRock.com. The provisions of the ETF Prospectus are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Bitcoin ETF. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the Bitcoin ETF (including material changes to the ETF Prospectus). Where the Fund is entitled to vote upon Bitcoin ETF business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

This Memorandum does not seek to describe all of the investment risks set out in the ETF Prospectus. In this Memorandum, the Directors have sought to highlight the key risks, as they see them, of an investment backed by Bitcoin.

Given that the sole investment of the Fund will be an investment in the Bitcoin ETF, a risk attributable to the Bitcoin ETF is deemed to be a risk to the Fund. Investors should read the “Risk Factors” sections of the ETF Prospectus for a full summary of the risks associated with an investment in the Bitcoin ETF.

Shareholders should note that performance of the Bitcoin ETF is not guaranteed by the Sponsor, BlackRock or any of their related or affiliated entities, and none of them have approved or endorsed the publication of this Offering Memorandum. In the event that Shareholders suffer any loss or damage due to failure or non-performance of the Bitcoin ETF, Shareholders shall have no direct right of recourse against any of the Sponsor, BlackRock or any of their related or affiliated entities.

## Appendix 16: NASDAQ TRACKER FUND

This is an Appendix to the Offering Memorandum of Dominion Capital Strategies Funds PCC Limited and relates only to the Nasdaq Tracker Fund (in this Appendix 16, the **"Fund"**).

This Appendix must be read in conjunction with the Offering Memorandum and applications for Shares will be accepted only on that basis. Words defined in the Offering Memorandum unless otherwise defined shall have the same meaning in this Appendix.

### Introduction

The Fund is a cell of the Company, a Guernsey incorporated open-ended collective investment scheme established as a protected cell company in accordance with the Companies Law on 4 January 2018 and authorised by the GFSC as a Class B collective investment scheme under the POI Law. The Fund has issued a single class of Shares denominated in USD.

### General description

The Fund has been designed for investors seeking to achieve capital appreciation by investing in the iShares® NASDAQ 100 UCITS ETF (USD Accumulating)<sup>2</sup> (the **"NASDAQ 100 ETF"**). The Nasdaq ETF seeks to track the performance of an index composed of 100 of the largest non-financial companies listed on the NASDAQ Stock Market.

The NASDAQ 100 ETF (also referred to herein as the **"Sub-Fund"**) is a sub-fund of iShares VII Public Company Limited, an umbrella investment company with variable capital and having segregated liability between its sub-funds incorporated with limited liability in Ireland under registration number 469617 and authorised by the Central Bank of Ireland pursuant to the European Communities (Undertakings for Collective Investment in Transferable Securities) Regulations 2011, as amended (the **"Umbrella Fund"**).

Under Irish law, the Umbrella Fund has segregated liability between its sub-funds (i.e. the Sub-Fund's assets will not be used to discharge the liabilities of other sub-funds within the Umbrella Fund). In addition, the Sub-Fund's assets are held separately from the assets of other sub-funds. Assets and liabilities specific to a share class would be attributable to only that share class, however there is no segregation of liabilities between share classes under Irish law.

The Sub-Fund is managed by BlackRock Asset Management Ireland Limited (the **"Investment Manager"**) pursuant to the terms of a management agreement. Under the terms of the management agreement, the Investment Manager has responsibility for the management and administration of the Sub-Fund's affairs, subject to the overall supervision and control of the directors of the Umbrella Fund.

The Investment Manager is a subsidiary of BlackRock, Inc. The Investment Manager as investment manager is regulated by the Financial Conduct Authority to carry on regulated activities in the UK and is subject to the rules of the Financial Conduct Authority. The Investment Manager was incorporated under the laws of England and Wales on 18 March 1964.

BlackRock Inc. is listed on the New York Stock Exchange (ticker **"BLK"**). As of 2024, the BlackRock Group had in excess of US\$11 trillion of assets under management.

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<sup>2</sup> "iShares" is a registered trademark of BlackRock, Inc. or its affiliates.

The depositary of the Sub-Fund is the Bank of New York Mellon SA/NV, Dublin Branch.

The Sub-Fund's shares are listed on the London Stock Exchange under the ticker "CNDX LN".

### Investment Objective

To achieve a return on investment, through a combination of capital growth and income on the Sub-Fund's assets, which reflects the return of the NASDAQ 100 Index, the Fund's benchmark index (the "**Index**"). (the "**Nasdaq ETF**"). The Sub-Fund seeks to track the performance of the Index, which is composed of 100 of the largest non-financial companies listed on the NASDAQ Stock Market. (the "**Investment Objective**").

The Sub-Fund is passively managed and aims to invest so far as possible and practicable in the equity securities (e.g. shares) that make up the Index. The Index measures the performance of 100 of the largest US and international companies listed on the NASDAQ stock exchange and which are not in the financial sector, selected according to size and liquidity criteria.

The Index is market capitalisation weighted. Market capitalisation is the share price of a company multiplied by the number of shares issued. Securities that are liquid means that they can be easily bought or sold in the market in normal market conditions.

The Sub-Fund intends to replicate the Index by holding the equity securities which make up the Index, in similar proportions to it.

The Sub-Fund may also engage in short-term secured lending of its investments to certain eligible third parties to generate additional income to off-set the costs of the Sub-Fund.

The Investment Manager (of the Sub-Fund) may use financial derivative instruments ("**FDIs**") (i.e. investments the prices of which are based on one or more underlying assets) to help achieve the Sub-Fund's investment objectives. FDIs may be used for direct investment purposes.

The Fund intends to invest in the USD Accumulating share class of the Sub-Fund, which means that income generated will be included in their value (and not distributed).

### Investment Policy

Subject to the Investment Restrictions (described below), the investment policy of the Fund will be to invest the net proceeds raised from subscriptions into shares in the NASDAQ 100 ETF and the balance of the assets of the Fund not invested in the NASDAQ 100 ETF in Cash Instruments (the "**Investment Policy**").

Given the high levels of liquidity in the NASDAQ 100 ETF, the Fund aims to be able to liquidate its investment position in the NASDAQ 100 ETF within one trading day on relevant financial markets with settlement taking place four days after the trade date.

While the Fund is denominated in USD, the Manager is free to make Investments in currencies other than USD.

### Investment Restrictions

The following investment restrictions apply to the Fund:

- it will typically invest not less than 90% of the value of the total assets of the Fund in the NASDAQ 100 ETF; and
  - it is prohibited from applying Leverage to any of its assets,
- (the “**Investment Restrictions**”).

### The Trust

Copies of (i) the current prospectus issued by the NASDAQ 100 ETF from time to time and (ii) other relevant documentation issued in connection with the NASDAQ 100 ETF from time to time (together, the “**ETF Documentation**”) is available from [www.blackrock.com](http://www.blackrock.com). The provisions of the ETF Documentation are deemed to be incorporated in full in this Appendix and the Fund will be bound by such terms in its capacity as a shareholder of the Sub-Fund. The Company will notify Shareholders within 30 calendar days of all material changes that are taken at the level of the NASDAQ 100 ETF (including material changes to the ETF Documentation). Where the Fund is entitled to vote upon Sub-Fund business the Directors will not seek Shareholder approval on such matters and shall abstain from voting entirely.

Given that a principal investment of the Fund will be an investment in the NASDAQ 100 ETF, a risk attributable to the Sub-Fund (as well as to the Umbrella Fund) is deemed to be a risk to the Fund. Investors should read the “Risk Factors” sections of the ETF Documentation.

**Decisions taken by the Sub-Fund:** Substantially all of the net assets of the Fund will be invested in the Sub-Fund. The Fund will not have an active role in the day-to-day management of the Sub-Fund. Accordingly, decisions may be taken and changes may be made at the level of the Sub-Fund, and in particular in relation to the investment objectives and policies of the Sub-Fund or to other aspects of the ETF Documentation, in relation to which the Directors, the Manager or the Investment Adviser may not be able to participate or which they may not be able to influence. The Fund will be primarily dependent on the discretion of the advisors, trustees, directors, officers and other key personnel of the Sub-Fund in relation to such decisions, which could substantially adversely affect the performance of the assets of the Fund.

**Duplicate Costs:** By investing in investments indirectly through the Sub-Fund, each investor bears its proportionate share of fees and expenses at the Fund level and the Sub-Fund level. Full particulars of the fees and expenses of the Sub-Fund level are described in the ETF Documentation.

**Not diversified:** The Fund invests substantially all of its assets (to the extent not retained in cash) in the NASDAQ 100 ETF and, accordingly, is not diversified.

Shareholders should note that performance of the NASDAQ 100 ETF is not guaranteed by the Sub-Fund, the Umbrella Fund, BlackRock Inc., or any of their related or affiliated entities, and none of them have approved or endorsed the publication of this Offering Memorandum. In the event that Shareholders suffer any loss or damage due to failure or non-performance of the NASDAQ 100 ETF, Shareholders shall have no direct right of recourse against any of the Sub-Fund, the Umbrella Fund, BlackRock Inc., or any of their related or affiliated entities.