

**OFFERING SUPPLEMENT TO THE OFFERING MEMORANDUM
OF THE
Pluri-Invest SICAV p.l.c.**

in respect of the offer of non-voting participating shares
in the
Kronos Fund

a sub-fund of
Pluri-Invest SICAV p.l.c.

A collective investment scheme organised as a multi-fund limited liability investment company with variable share capital under the laws of the Republic of Malta and licensed by the Malta Financial Services Authority with Licence Number SV 210 under the Investment Services Act, Cap 370 of the Laws of Malta as a Professional Investor Fund targeting qualifying investors.

This Offering Supplement may not be distributed unless accompanied by, and must be read in conjunction with, the Offering Memorandum of the Company.

14th November 2018
(Replaces previous version dated 2 February 2018)

A P P R O V E D by the Malta Financial Services Authority in terms of section 11 of the Investment Services Act, 1994	
Signature.....	
Name.....	EYALIESE LOFARO
Date.....	14.11.18

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Key Features

Fund	Kronos Fund
Investment Objective	The investment objective of the Fund is to achieve capital growth through investment in listed securities and OTC derivatives.
Fund Currency	Euro (€)
Minimum Holding	Kronos Class A Shares: € 75,000 or the currency equivalent; Kronos Class B Shares: € 2,500,000 or the currency equivalent; Kronos Class C Shares: € 5,000,000 or the currency equivalent; Kronos Class D Shares: € 75,000 or the currency equivalent; unless otherwise determined by a resolution of the Board of Directors.
Minimum Additional Investment	Kronos Class A Shares: € 50,000 or the currency equivalent; Kronos Class B Shares: € 50,000 or the currency equivalent; Kronos Class C Shares: € 50,000 or the currency equivalent; Kronos Class D Shares: € 50,000 or the currency equivalent; unless otherwise determined by a resolution of the Board of Directors.
Share Class Features	Kronos Class A Shares: distributor shares; Kronos Class B Shares: accumulator shares; Kronos Class C Shares: distributor shares; Kronos Class D Shares: accumulator shares.
Eligible Investors	Eligible Investors as defined under the heading 'Definitions'.
Initial Offer Price	Kronos Class A Shares: € 1000 per share; Kronos Class B Shares: € 1000 per share; Kronos Class C Shares: € 1000 per share; Kronos Class D Shares: € 1000 per share.
Initial Offer Period	The initial offer period of Kronos Class A Shares of the Fund opened on 22 nd November 2011 and closed on 16 th December 2011. The initial offer period of Kronos Class B Shares of the Fund opened on 01 st August 2016 and closed on 5 th September 2016. The Kronos Class C Shares of the Fund is currently inactive and may initially be offered upon decision of the Board of Directors and subject to the prior approval of the Investment Manager. The initial offer period of Kronos Class D Shares of the Fund opens on 24 th May 2016 and closes on 3 rd June 2016.
Valuation Day	The first and third Fridays of each calendar month which are Business Days or the immediately following Business Day.
Dealing Day	The first Monday which is Business Day or the immediately following

	Business Day after a Valuation Day.
Redemption Day	On each Dealing Day.
Redemption Notice Period	Not applicable.
Minimum Redemption Amount	Kronos Class A Shares: € 25,000 or the currency equivalent; Kronos Class B Shares: € 25,000 or the currency equivalent; Kronos Class C Shares: € 25,000 or the currency equivalent; Kronos Class D Shares: € 25,000 or the currency equivalent; unless otherwise determined by a resolution of the Board of Directors.
Directors	Stanislao D'Orta, Giuseppe Calabrese and Frank Chetcuti Dimech
Investment Manager	AISM Luxembourg SA
Administrator	BOV Fund Services Limited
Auditors	Ernst & Young
Prime Broker	Interactive Brokers, CACEIS Bank France and Société Générale International Limited
Accounting Period	1st October to 30th September.
Initial Charge	Up to 1% of the amount invested.
Redemption Fee	Up to 5% of the redemption proceeds.
Performance Fee	The Performance Fee is set at 20% for Kronos Class A shares, 10% for Kronos Class B shares, 7.5% for Kronos Class C shares and 20% for Kronos Class D shares, of the percentage increase in the Net Asset Value of the respective Class of shares, based on a high watermark. The calculation of the Performance Fee is made on a monthly basis and payment of the Performance Fee is made on a quarterly basis.
Investment Management Fee	The Investment Management fee is set at 1.75% per annum for Kronos Class A shares, at 1.25% per annum for Kronos Class B shares, at 0.4% per annum for Kronos Class C shares and at 1.75% per annum for Kronos Class D shares, calculated on the Net Asset Value of this Class of shares on the last day of every calendar month, or the previous day if such a day is not a Business Day in Malta. The Investment Management Fee shall be accrued on a daily basis and the proportion thereof due to the Investment Manager shall be paid on a quarterly basis.
Shareholder Servicing Fee	A shareholder servicing fee of up to 1% per annum calculated on the Net Asset Value shall be payable by all holders of Investor Shares to the Investment Manager.
Other Fees	The Fund is subject to a Transaction Fee and shareholders are subject to a Redemption Fee as defined under the heading "Fees, Charges and Expenses".

Definitions

In addition to the definitions contained in the "Definitions" section of the Offering Memorandum, the following definitions shall apply for the purposes of this Offering Supplement:-

"Qualifying Investor" means an investor who meets one or more of the following criteria:

- i. a body corporate which has net assets in excess of EUR750,000 or which is part of a group which has net assets in excess of EUR750,000;
- ii. an unincorporated body of persons or association which has net assets in excess of EUR750,000;
- iii. a trust where the net value of the trust's assets is in excess of EUR750,000;
- iv. an individual, or in the case of a body corporate, the majority of its Board of Directors or in the case of a partnership its General Partner who has reasonable experience in the acquisition and/or disposal of :-
 - a. funds of a similar nature or risk profile;
 - b. property of the same kind as the property, or a substantial part of the property to which the fund in question relates;
- v. an individual whose net worth or joint net worth with that person's spouse, exceeds EUR750,000;
- vi. a senior employee or Director of service providers to the fund;
- vii. a relation or close friend of the Promoters limited to a total of 10 persons per fund;
- viii. an entity with (or which are part of a group with) EUR3.75 million or more under discretionary management, investing on its own account;
- ix. the investor qualifies as a Professional Investor Fund promoted to Qualifying or Extraordinary Investors;
- x. an entity (body corporate or partnership) wholly owned by persons or entities satisfying any of the criteria listed above which is used as an investment vehicle by such persons or entities.

Provided that in the case of joint holders, all holders should individually satisfy the above definition.

"Eligible Investor" shall have the same meaning as "Qualifying Investor".

"Ex div date" shall mean the day immediately preceding the third Friday of every December.

"Minimum Holding" means for Kronos Class A Shares, € 75,000 or the currency equivalent, for Kronos Class B Shares, € 2,500,000 or the currency equivalent, for Kronos Class C Shares, € 5,000,000 or the currency equivalent and for Kronos Class D Shares, € 75,000 or the currency equivalent calculated on a cumulative basis across all Classes of any Fund of the Company, unless otherwise determined by a resolution of the Board of Directors.

"Minimum Additional Investment" means, unless otherwise determined by a resolution of the Board of Directors, € 50,000 for Kronos Class A Shares, € 50,000 for Kronos Class B Shares, € 50,000 for Kronos Class C Shares and € 50,000 for Kronos Class D Shares, unless otherwise determined by a resolution of the Board of Directors.

"Minimum Redemption Amount" means, unless otherwise determined by a resolution of the Board of Directors, € 25,000 for Kronos Class A Shares, € 25,000 for Kronos Class B Shares, € 25,000 for Kronos Class C Shares and € 25,000 for Kronos Class D Shares, unless otherwise determined by a resolution of the Board of Directors.

Investment Objectives, Policies and Restrictions

Investment Objective

The investment objective of the Fund is to achieve capital growth through investment in listed securities and OTC derivatives.

Investment Policies

The Fund will strive to attain its investment objective by investing in a diversified portfolio of listed securities namely equities, bonds, ETFs, other collective investment schemes, certificates on transferable securities and on commodities and derivatives both exchange traded and over-the-counter (OTC). The Fund will not invest in physical commodities.

When investing in equities the Fund will not concentrate on any particular market, sector or geographical area.

When investing in bonds the Fund will target both government and corporate bonds and will not concentrate on any particular market, sector or geographical area.

When investing in ETFs the Fund will not concentrate on any particular market, sector or geographical area.

When investing in certificates on transferable securities and on commodities the Fund will not concentrate on any particular market, sector or geographical area.

When investing in units of other offshore and/or regulated collective investment schemes including UCITS, such other collective investment schemes may be domiciled in any jurisdiction worldwide.

When investing in listed derivatives, the Fund will invest in listed options of equity markets such as DJ Eurostoxx50, S&P500, Nikkei, FTSE100 UK and in bond options such as the Bund and the T-Bond. The Fund will strive to controlling the element of risk, maximising the Theta value of the option structure and at the same time minimising the Vega and Gamma value through selling and buying call and put options on a specific underlying asset in a combination controlled by a proprietary trading model. The option structure is adjusted by the proprietary trading model before the expiry of the options in order to control risk.

Theta, Vega and Gamma are quantities representing the sensitivities of the price of an option to a change in underlying parameters on which the value of an instrument or portfolio of financial instruments is dependent. Vega measures sensitivity to volatility. Vega is the derivative of the option value with respect to the volatility of the underlying asset. Theta measures the sensitivity of the derivative value to the passage of time. Gamma measures the rate of change in the delta with respect to changes in the underlying price. Gamma is the second derivative of the value function with respect to the underlying price. The Fund will strive to neutralize the Vega, minimize the Gamma and maximize the Theta. The proprietary model is a tool linked to an information provider like Bloomberg, that calculates the value of Vega, Theta and Gamma and, on the basis of the values obtained and the rules established in advance, provides the necessary corrections. The parameters which specify the ratios between Vega, Theta and Gamma of the option sold and bought are set in advance.

When investing in OTC derivatives the Fund will not concentrate on any particular market, sector or geographical area.

The Fund does not have a benchmark index. The Fund's total value can heavily fluctuate and capital is not guaranteed.

The Fund may be suitable for investors who are comfortable with and understand the risks of investing in options. Investors must be able to accept significant losses and capital is not guaranteed. Thus the Fund may be suitable for investors who can afford to set aside the capital invested in the Fund for at least 5 to 7 years.

Investment Restrictions

The Fund has no investment restrictions.

The Fund has no leverage or borrowing restrictions. Nevertheless it is the intention of the Investment Manager not to leverage the Fund in excess of 1000% of the Net Asset Value.

Amendments to the Investment Objectives, Investment Policies and Investment Restrictions

Subject to the approval of the MFSA, the Investment Objective of the Fund may only be changed with the sanction of an Ordinary Resolution passed at a separate general meeting of the holders of the Shares in the Fund. The change in the Investment Objective will only become effective after all redemption requests, to be received by the date of the aforesaid general meeting, have been satisfied. In such circumstances any Redemption Fee will be waived.

Subject to the approval of the MFSA, the Directors may, at their sole discretion, alter the Investment Policies and Investment Restrictions as set out above provided that any material changes thereto shall be notified to the Shareholders of the Fund at least fifteen (15) Business Days in advance of the change.

Dividend Policy (Classes A, B and C only)

The Fund will endeavour to pursue on the whole an income distribution policy on Kronos Class A, Kronos Class B and Kronos Class C Shares. However the Directors may in any given period retain income for the purpose of increasing the value of the Fund's assets. The Directors expect to distribute dividends annually on the Valuation Day in December (hereinafter "the Distribution Day") in accordance with the provisions below. No dividends will be distributed on Kronos Class D Shares.

(a) Investor Shares entitle the holders thereof to receive a maximum annual dividend distribution of an amount not exceeding the distributable profits of the Company attributable to the Investor Shares calculated in accordance with the provisions of the Companies Act and the Offering Memorandum.

(b) The Directors shall calculate, at each ex div date, the net income available for distribution, adjusted to reflect the re-allocation, if any, of part of the expenses against capital and the recommendations of the Investment Manager with respect to such profits that require to be retained by the Fund in furtherance of the Investment Objective. In the absence of unforeseen circumstances, subject to the availability of distributable profits and in the absence of exceptional market conditions, the Directors expect to distribute to shareholders, on each Distribution Day, part or all of the net income available for distribution by the Distribution Class of the Fund. However, the Directors are entitled, at their sole and absolute discretion, in the event of insufficient liquidity, not to distribute the net income. Any undistributed income will be reflected in the Net Asset Value per share of the Fund. When declared, dividends shall be payable on the Distribution Day to the holders of the Investor Shares in proportion to their respective shareholding.

(c) Dividend payments shall be effected by the Administrator by means of a direct credit into a bank account held in the name of the registered holder as duly instructed by the said holder in the payment instructions. In the case of a share held jointly by two or more persons, the Administrator shall cause the dividend payment to be made into a bank account held in the name of any one or more of the joint holders, as duly instructed by the said holder/s, and dispatch of the dividend to the account of such holder/s shall be deemed as sufficient delivery to all and shall discharge the Company of its obligation towards the other joint holder/s. The Company shall not be responsible for any delay in transmission. Any changes to the bank account details are to be notified to the Administrator by not later

than the ex div date. If such changes are not notified to the Administrator by this date or if it transpires to the Administrator that the bank account is not held in the name of the registered holder/s, the Administrator will reinvest such proceeds. Reinvestment will be made in accordance with the provisions specified in (f) below. Only Shareholders listed on the Register of Shareholders on the ex div date shall be entitled to receive dividend payments in respect of the Fund; provided that Shareholders subscribing for Investor Shares on the Dealing Day immediately preceding the ex div date shall be entitled to receive dividends, whilst Shareholders redeeming Investor Shares on the Dealing Day immediately preceding the ex div date shall be not entitled to receive dividends since the net income will be included in the redemption price. All payments are subject in all cases to any pledge (duly constituted) of the Shares and to any applicable fiscal or other laws and regulations. In particular, but without limitation, all payments by the issuer in respect of the Shares shall be made net of any amount which the Company is compelled by law to deduct or withhold for or on account of any present or future taxes, duties, assessments or other government charges of whatsoever nature imposed or levied by or on behalf of the Government of Malta or authority thereof or therein having power to tax.

(d) A dividend warrant will be issued which will bear a date falling after the end of the respective financial year to which the warrant relates.

(e) Investors may elect to reinvest the dividend payments back into the Fund subject that written notification of reinvestment instructions is, (unless prior advised), received at the Administrator's Office by not later than the ex div date mentioned in (c) above.

(f) Such reinvestment will normally be effected on the Dealing Day following the date of the dividend payment at the price prevailing on that Dealing Day.

(g) The amount available for allocation in respect of the Investor Shares shall be a sum equal to the aggregate of the income received or receivable by the Company in respect of the Fund (whether in the form of dividends, interest or otherwise) during the Accounting Period, calculated in accordance with the following: -

- (i) addition or deduction of a sum by way of adjustment to allow for the effect of sales or purchases of Investments, cum or ex-dividend;
- (ii) addition of a sum representing any interest or dividend or other income accrued but not received by the Company at the end of the Accounting Period and deduction of a sum representing (to the extent that an adjustment by way of addition has been made in respect of any previous Accounting Period) interest or dividends or other income accrued at the end of the previous Accounting Period;
- (iii) addition of the amount (if any) available for allocation in respect of the last preceding Accounting Period but not allocated in respect thereof;
- (iv) addition of a sum representing the estimated or actual repayment of tax resulting from any claims in respect of income tax relief or double taxation relief or other relief available or otherwise;
- (v) deduction of the amount of any tax or other estimated or actual liability properly payable out of the income of the Company;
- (vi) deduction of sums representing participation in income paid upon the repurchase of shares during the Accounting Period;

(vii) deduction of such sum as the Directors may think appropriate in respect of any of the expenses provided in these Articles PROVIDED ALWAYS that the Company shall not be responsible for any error in any estimates of income tax repayments or double taxation or other relief expected by way of taxation or of income receivable, and if the same shall not prove in all respects correct, the Directors shall ensure that any consequent deficiency or surplus shall be adjusted in the Accounting Period in which a further or final statement is made of such estimated income receivable is determined, and no adjustment shall be made to any dividend previously declared; and

(viii) deduction of any amounts declared as a distribution but not yet distributed.

(h) The Company shall operate an equalisation account to ensure that the amount distributed in respect of each Distributor Class Investor Share will be the same for all Investor Shares notwithstanding different dates of issue of those Investor Shares. Accordingly, a sum equal to that part of the issue/redemption price of a Distributor Class Investor Share, which reflects income (if any) accrued up to the date of issue/redemption, will be deemed to be an equalisation payment/charge and credited (in the case of subscriptions)/debited (in the case of redemptions) by the Directors to the equalisation account. Part of the first dividend to holders of Investor Shares in respect of which equalisation payments are made, will be paid out of the equalisation account. No equalisation or distribution in respect of the Fund's accumulated unrealised gains or losses will be effected.

Conflicts of Interest

The Directors, the Administrator, the Prime Broker, the Investment Manager, other companies within their respective groups and their officers and major Shareholders are or may be involved in other financial, brokerage, investment or other professional activities which, in the course of their business, will on occasion give rise to conflicts of interest with the Company. In such circumstances, such persons will have appropriate regard to their respective obligations under the agreements appointing them to act in the best interests of the Company, so far as practicable having regard to their obligations to other clients or schemes. Having regard to these obligations, the Company may buy investments from or sell investments to such persons, provided that such dealings are on an arm's length basis and on terms no less favourable to the Company than could reasonably have been obtained had the dealing been effected with an independent third party. Such persons may also hold Shares in the Company. Should a conflict of interest arise, the Directors will endeavour to ensure that it is resolved fairly and the Company shall not be disadvantaged.

The following procedures shall be followed during Board Meetings, where a Director considers that s(he) has or may have a conflict of interest:

- a. that person should declare that interest to the other members either at the Meeting at which the issue in relation to which s(he) has an interest first arises, or if the member was not at the date of the Meeting interested in the issue, at the next Meeting held after s(he) became so interested;
- b. unless otherwise agreed to by the other members, a member shall avoid entering into discussions in respect of any contract or arrangement in which s(he) is interested and should withdraw from the meeting while the matter in which s(he) has an interest is being discussed;

- c. the interested member should not vote at a Meeting in respect of any contract or arrangement in which s(he) is interested, and if s(he) shall do so, his/her vote shall not be counted in the quorum present at the Meeting;
- d. the minutes of the meeting should accurately record the sequence of such events.

The Directors have disclosed the following:

- (a) Giuseppe Calabrese is a shareholder and director of the Investment Manager and also holds Founder Shares in the Company;
- (b) Stanislao D'Orta is a shareholder and director of the Investment Manager and also holds Founder Shares in the Company;
- (c) Frank Chetcuti Dimech is a director of other collective investment schemes which may invest in the same assets in which the Company invests.

Functionaries and Officials

The Directors

Information on the Company's Board of Directors is found under the heading "Functionaries and Officials" of the Offering Memorandum.

The Company Secretary

Information on the Company Secretary is found under the heading "Functionaries and Officials" of the Offering Memorandum.

The Investment Manager

Information on the Investment Manager and its duties are available under the sub-heading "Investment Manager" under the heading "Functionaries and Officials" of the Offering Memorandum.

The Prime Broker

Interactive Brokers, Caceis and Société Générale International Limited are the Fund's Prime Brokers, details of which may be found in the Offering Memorandum. The Prime Brokers will provide securities trading facilities, payment of financial instruments and safe-keeping of the Fund's assets but shall not have a monitoring role.

The Prime Brokers are entitled to receive fees from the Company, details of which are given in the section under the heading "Fees, Charges and Expenses".

The Company may, from time to time, with the consent of the MFSA, appoint another Prime Broker as it may seem appropriate.

The Administrator

Information on the Administrator is found under the heading "Functionaries and Officials" of the Offering Memorandum.

The Auditor

Information on the Auditor is found under the heading "Functionaries and Officials" of the Offering Memorandum.

Fees, Charges and Expenses

In addition to the fees, charges and expenses specified under the section entitled "Fees, Charges and Expenses" of the Offering Memorandum, the following fees, charges and expenses will be incurred by the Company on behalf of the Fund and will affect the Net Asset Value of the Fund.

Initial Charge

The Fund has an Initial Charge of up to 1% which shall be paid to the Investment Manager.

Investment Management Fee

The Kronos Class A Shares will be subject to an Investment Management Fee of 1.75% per annum of the Net Asset Value of the aforementioned Class calculated on the Net Asset Value of this Class of shares on the last day of every calendar month, or the previous day if such a day is not a Business Day. The Investment Management Fee shall be accrued on a daily basis and the proportion thereof due to the Investment Manager shall be paid on a quarterly basis.

The Kronos Class B Shares will be subject to an Investment Management Fee of 1.5% per annum of the Net Asset Value of the aforementioned Class calculated on the Net Asset Value of this Class of shares on the last day of every calendar month, or the previous day if such a day is not a Business Day. The Investment Management Fee shall be accrued on a daily basis and the proportion thereof due to the Investment Manager shall be paid on a quarterly basis.

The Kronos Class C Shares will be subject to an Investment Management Fee of 0.4% per annum of the Net Asset Value of the aforementioned Class calculated on the Net Asset Value of this Class of shares on the last day of every calendar month, or the previous day if such a day is not a Business Day. The Investment Management Fee shall be accrued on a daily basis and the proportion thereof due to the Investment Manager shall be paid on a quarterly basis.

The Kronos Class D Shares will be subject to an Investment Management Fee of 1.75% per annum of the Net Asset Value of the aforementioned Class calculated on the Net Asset Value of this Class of shares on the last day of every calendar month, or the previous day if such a day is not a Business Day. The Investment Management Fee shall be accrued on a daily basis and the proportion thereof due to the Investment Manager shall be paid on a quarterly basis.

The Investment Management Fee shall be paid partly to the Investment Manager on a quarterly basis and partly to the holders of Founder Shares as dividends on a quarterly basis, in such proportion as may be determined by the Directors from time to time.

Performance Fee

In addition to the Investment Management Fee, the Fund is subject to a Performance fee based on the performance of the Fund (the "Performance Fee") in respect of each quarter (a "Calculation Period").

The Performance Fee payable will be calculated by the Administrator on a quarterly basis.

The Performance Fee payable will be:

- for Kronos Class A Shares: 20% of the percentage increase in the Net Asset Value per Share;
- for Kronos Class B Shares: 10% of the percentage increase in the Net Asset Value per Share;
- for Kronos Class C Shares: 7.5% of the percentage increase in the Net Asset Value per Share;
- for Kronos Class D Shares: 20% of the percentage increase in the Net Asset Value per Share;

during that Calculation period multiplied by the Net Asset Value per share at the end of the period (before the deduction of the Performance Fee and before deducting the amount available for distribution to Investor Shares in accordance with the Articles) and the average number of Shares issued, taken at each valuation point, during that Calculation period.

The Performance fee shall be calculated on the net increase in the Net Asset Value per Share, if any, during such Calculation period attributable to the Fund.

The Performance Fee will be based on a high watermark. This means that should the Performance Fee in respect of any quarter be negative, then this will be carried forward and deducted from any positive Performance Fee in respect of the holder's investment in future quarters.

The Performance Fee will be paid on a quarterly basis.

The Performance Fee shall be paid partly to the Investment Manager on a quarterly basis and partly to the holders of Founder Shares as dividends on a quarterly basis, in such proportion as may be determined by the Directors from time to time.

Prime Broker Fees

The Prime Broker will charge fees in accordance with its standard market fee structure and such fees could vary on the volume of trades as negotiated by the Investment Manager.

The Investment Manager and connected third parties may receive rebates from the Prime Broker as negotiated by the Investment Manager.

Redemption Fee

The Kronos Class A Shares will be subject to a Redemption Fee of up to 5% of the redemption proceeds.

The Kronos Class B Shares will be subject to a Redemption Fee of up to 5% of the redemption proceeds.

The Kronos Class C Shares will be subject to a Redemption Fee of up to 5% of the redemption proceeds.

The Kronos Class D Shares will be subject to a Redemption Fee of up to 5% of the redemption proceeds.

The Redemption Fee shall be paid to the Investment Manager.

Transaction Fee

The Fund is subject to a Transaction Fee of up to €25 for every traded contract executed by the Investment Manager which shall be calculated monthly by the Administrator and paid to the Investment Manager. The Transaction Fee is in addition to any fees due to the Prime Broker.

Shareholder Servicing Fee

A shareholder servicing fee of up to 1% per annum calculated on the Net Asset Value shall be payable by all holders of Investor Shares to the Investment Manager.

Marketing Fee

The Fund is subject to a marketing fee of up to 0.05% per annum calculated on the Net Asset Value. The Marketing Fee shall be payable by the Fund to the Investment Manager in order to compensate for the costs of marketing events such as fairs and/or conferences and/or sponsorships.

Other Fees due to the Administrator

A fee of €1,500 per annum for the additional share class will apply calculated on a pro-rata basis.

Risk Factors

The risks which apply to the Fund are disclosed in the section entitled "Risk Factors" of the Offering Memorandum. In addition, the following risks shall apply to the Fund:

Broker Default Risk

The Fund is subject to the risk of the failure or default of any counterparty to the Fund's transactions and in particular failure or default of the Prime Broker with or through whom most if not all transactions will be undertaken. Moreover the Prime Broker is likely to be the main provider of borrowing and other trading facilities which will enable the Fund to enter into obligations in excess of its Net Asset Value. If there is a failure or default by the counterparty the Fund may not receive 100% of its contractual entitlement unless such transactions are adequately secured or collateralised. The capital paid in to the Prime Broker's account is subject to the continued activity of the Prime Broker and, although subject to client money rules, bears no insurance in the case of bankruptcy.

Proprietary Trading System Risk

The Fund will utilise a proprietary trading system. Accordingly the Fund is subject to the risks inherent in the use of technology including but not limited to system failure and breakdown in communication with the trading platform.

Investment in Equity Securities

The Fund will invest in equity securities and will therefore be exposed to the risks typically associated with such investments, including the general risk of broad market declines and other market risks as well as risks associated to issuers of securities. Share prices are influenced by the profits or otherwise of individual enterprises and sectors, demand and supply relationship, as well as macro-economic developments and political and market factors which determine the expectations of the securities markets and the movement of prices.

Fixed-Income Investments

The value of fixed-income securities that the Fund may invest in, will fluctuate inversely to the general levels of interest rates. When interest rates fall, the value of the Fund's fixed-income securities can be expected to rise. Likewise, when interest rates rise, the value of such securities can be expected to fall.

Certificates linked to transferable securities

Certificates are securities which represent original securities and are managed by the issuer of the certificate. They track the value (price) and yield the same income as the underlying

security (dividend). However they do not entitle the holder to any voting rights (if any) attached to the underlying security. Furthermore the holder of certificate is exposed to additional risks including but not limited to the failure of the issuer of the certificate.

Index Options Risks

Holders and writers of index options bear the risk that the reported current index level may be erroneous. When the Fund buys or sells an index option at a premium based on an erroneously reported index level, it is still bound by the trade and has no remedy under the rules of the options markets. Similarly, if the Fund exercises cash-settled index options based on erroneously reported index levels, the Fund will ordinarily be required to make settlement based on the exercise settlement value as initially reported by the official source of the index, even if a corrected value is subsequently announced. If the Fund exercises a cash-settled index option before the exercise settlement value of the index for that day is available, the Fund runs the risk that the level of the underlying index may subsequently change. Furthermore, current index levels will ordinarily continue to be reported even when trading is delayed or interrupted in some or all of the constituent securities of the index or when the reporting of transactions in those securities has been delayed. In that event, the reported index levels will be based on the most recent reported prices of the constituent securities, whether or not those securities are being currently traded. As a result, reported index levels may at times be based on non-current price information with respect to some or even all of the constituent securities of an index.

Commodities Risk

The low margin deposits normally required in commodities futures trading result in an extremely high degree of leverage. Therefore, a relatively small price movement in an unfavourable direction in a commodity futures contract could result in immediate and substantial losses in the Company's investments.

Risks of investing in ETFs

ETFs invest in or track the movement of a basket of underlying securities. However trading errors may lead an ETF to be incorrectly priced. ETFs with a smaller asset base also carry liquidity risks which make closing of positions more difficult.

Concentration Risk

When investing in equities, bonds, ETFs, certificates on transferable securities and on commodities, the Fund will not concentrate on any particular market, sector or geographical area. Such a strategy may involve greater risks as the Fund may be invested in a wide variety of markets, sectors or geographical areas.

Investment in other collective investment schemes

The Fund may invest in regulated and unregulated collective investment schemes. Unregulated collective investment schemes are unlikely to offer a level of investor protection equivalent to that available to regulated collective investment schemes. Such schemes may not be subject to any reporting requirements, may deal infrequently and may limit redemption rights.

Buying and Selling

The Investor Shares are freely transferable and, unless otherwise stated enjoy equal rights participating equally in the profits of the Fund.

Initial Offer Period

The initial offer period of Kronos Class A Investor Shares of the Fund opened on 22 November 2011 and closed on 16 December 2011 (the "Initial Offer Period"). Kronos Class A Investor Shares were offered at a price of € 1000 per share during the Initial Offer Period and thereafter, on every Dealing Day, are offered at the Net Asset Value per Share.

The Kronos Class B Shares of the Fund is currently inactive and may initially be offered upon decision of the Board of Directors.

The initial offer period of Kronos Class C Shares of the Fund opened on 7 January 2013 and closed on 18 January 2013 (the "Initial Offer Period"). Kronos Class C Investor Shares were offered at a price of € 1000 per share during the Initial Offer Period and thereafter, on every Dealing Day, are offered at the Net Asset Value per Share.

The initial offer period of Kronos Class D Shares of the Fund opens on 24 May 2016 and closes on 3 June 2016 (the "Initial Offer Period") unless extended by the Directors with the consent of the MFSA. Kronos Class D Investor Shares are offered at a price of € 1000 per share during the Initial Offer Period and thereafter, on every Dealing Day, are offered at the Net Asset Value per Share.

Classes of shares

The Fund has three (3) Classes of distributor shares: Kronos Class A, Kronos Class B and Kronos Class C and one (1) Class of accumulator shares: Kronos Class D. Each Share Class has its own Initial Charge, Minimum Holding, Management Fee, Performance Fee and Redemption Fee as described in this Offering Supplement. The Company may distribute dividends on Kronos Class A, Kronos Class B and Kronos Class C in accordance with the Dividend Policy described in this Offering Supplement. Kronos Class D Shares will not distribute dividends and the Fund income attributable to Kronos Class D Shares will be accumulated in the Share price.

Potential investors should note that the Kronos Class B shares are intended for Eligible Investors who are also eligible counterparties or professional investors as those terms are defined under Directive 2004/39/EC (The Markets in Financial Instruments Directive or "MiFID"). Potential investors should also note that the Kronos Class C is a dedicated class and before the acceptance of a subscription or a redemption, the transaction has to be approved by the Investment Manager.

Application Procedure

Applications for Investor Shares from Eligible Investors must be made on the Application Form provided for this purpose by the Company and attached as Appendix I of this Offering Supplement. Investors must follow the application procedure specified in the part entitled "Application Procedure" of the section entitled "Buying and Selling" of the Offering

Memorandum. In particular, no application will be accepted unless a Declaration Form as set out in Appendix II of this Offering Supplement accompanies it.

Applications for Investor Shares received by 12.00pm CET on the first Friday of a calendar month will be dealt with on the immediately following Dealing Day.

Applications for Investor Shares received by 12.00pm CET on the third Friday of a calendar month will be dealt with on the immediately following Dealing Day.

Redemption of Shares

Investors must follow the redemption procedure specified in the part entitled "Redemption of Investor Shares" of the section entitled "Buying and Selling" of the Offering Memorandum. The Redemption Form attached as Appendix III of this Offering Supplement shall be used for this purpose. The Redemption Fee specified in the section of this Offering Supplement titled "Fees, Charges and Expenses" will be deducted from the redemption proceeds.

Redemption instructions received by 12.00pm CET on the first Friday of a calendar month will be dealt with on the immediately following Dealing Day.

Redemption instructions received by 12.00pm CET on the third Friday of a calendar month will be dealt with on the immediately following Dealing Day.

Deferral of Redemptions

The Board of Directors reserve the right to limit the aggregate amount of redemptions on any one Dealing Day to 10% of the Net Asset Value of the Fund and Redemption Notices may be scaled down pro rata. Redemption Notices which are scaled down will be dealt with on the next Dealing Day, or further, if the Board of Directors believe this action is necessary to protect the general interests of Investors, in priority to subsequent Redemption Notices (excluding Mandatory Redemptions) but subject to the same limitations.

Payment of the redemption proceeds which are deferred as explained above will be made in one or more payments within six months following the relevant Dealing Day.

Important Information for Investors in Switzerland

1. Qualified investors

No application has been submitted to the Federal Financial Market Supervisory Authority (FINMA) to obtain approval within the meaning of Art. 120 of the Swiss Federal Collective Investment Schemes Act ("CISA") to publicly advertise, offer or distribute the investment in or from Switzerland, and no other steps have been taken in this direction. As a result, the investment fund may only be distributed in Switzerland to qualified investors within the meaning of Art. 10 Para. 3, 3bis and 3ter CISA.

2. Representative in Switzerland

Pharus Management S.A.
Via Pollini 7

CH- 6850 Mendrisio

3. Paying agent in Switzerland

Banque Cantonale de Genève
17, quai de l'Île, 1204 Geneva,
Switzerland

4. Place where the relevant documents may be obtained

The relevant documents as defined in Art. 13a of the Swiss Federal Collective Investment Schemes Ordinance ("CISO") as well as the annual and, if applicable, the semi-annual reports may be obtained free of charge from the representative in Switzerland.

5. Payment of retrocessions and rebates

The investment fund respectively the fund management company and its agent may pay retrocessions as remuneration for distribution activity in respect of the investment fund units in or from Switzerland.

This remuneration may be deemed payment for the following services in particular:

- Distribution activity;
- Client introduction activity;
- Private Placement & Marketing Activities.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the investors.

The recipients of the retrocessions must ensure transparent disclosure and inform investors, unsolicited and free of charge, about the amount of remuneration they may receive for distribution.

On request, the recipients of retrocessions must disclose the amounts they actually receive for distributing the investment fund of the investor concerned.

In the case of distribution activity in or from Switzerland, the investment fund respectively the fund management company and its agents, may upon request, pay rebates directly to investors. The purpose of rebates is to reduce the fees or costs incurred by the investors in question.

Rebates are permitted provided that:

- they are paid from fees received by the investment fund respectively the fund management company and therefore do not represent an additional charge on the fund assets;
- they are granted on the basis of objective criteria;
- all investors who meet these objective criteria and demand rebates are also granted these within the same timeframe and to the same extent.

The objective criteria for the granting of rebates by the investment fund respectively the fund management company are as follows:

- the volume subscribed by the investor or the total volume they hold in the investment fund or, where applicable, in the product range of the promoter;
- the amount of the fees generated by the investor;
- the investment behaviour shown by the investor (e.g. expected investment period);

- the investor's willingness to provide support in the launch phase of the investment fund.

At the request of the investor, the investment fund respectively the fund management company must disclose the amounts of such rebates free of charge.

APPENDIX I – SUBSCRIPTION FORM

Prospective applicants for Shares should inform themselves as to the legal requirements for acquiring, holding or disposing of Shares in the Kronos Fund ("the Fund") within their countries of their nationality, residence, ordinary or permanent residence or domicile, and any applicable exchange control requirements and taxes in the countries of their nationality, ordinary or permanent residence or domicile.

To:

The Directors, Pluri-Invest SICAV p.l.c. ("the Company")
TG Complex
Suite 2, Level 3
Brewery Street
Mriehel BKR 3000
Malta
Fax No.: (+356) 21 234 565

Applicant/s Registration Details

FIRST NAMED HOLDER	
REGISTERED ADDRESS	
CORRESPONDENCE ADDRESS (if any)	
PASSPORT/COMPANY NUMBER	
DATE OF BIRTH	
OCCUPATION	
TELEPHONE NUMBER	
FASCIMILE NUMBER	
E-MAIL ADDRESS	
SECOND NAMED JOINT HOLDER	
REGISTERED ADDRESS	
CORRESPONDENCE ADDRESS (if any)	
PASSPORT/COMPANY NUMBER	

DATE OF BIRTH	
OCCUPATION	
TELEPHONE NUMBER	
FASCIMILE NUMBER	
E-MAIL ADDRESS	
THIRD NAMED JOINT HOLDER	
REGISTERED ADDRESS	
CORRESPONDENCE ADDRESS (if any)	
PASSPORT/COMPANY NUMBER	
TELEPHONE NUMBER	
FASCIMILE NUMBER	
E-MAIL ADDRESS	

Investment Details

Please complete either € amount to be Subscribed for and specify the Share Class	
FUND	Kronos Fund Class: _____ (A, B*, C** or D) * Only for eligible counterparties or professional investors as those terms are defined under Directive 2004/39/EC (The Markets in Financial Instruments Directive or "MiFID"). The Company shall be provided with appropriate evidence. ** Only with the prior approval of the Investment Manager which shall be attached to this application form.
AMOUNT TO BE SUBSCRIBED FOR:	_____ € _____ Any other currency
PAYMENT TO	Bank Details
	[IBAN]
SWIFT ADDRESS	
FOR THE ACCOUNT OF	Pluri-Invest SICAV p.l.c.

Source of Funds

REGISTERED NAME OF THE ACCOUNT/S FROM WHICH THE FUNDS EMANATED	
ACCOUNT NUMBER	
NAME AND ADDRESS OF BANK WITH WHICH ACCOUNT/S ARE HELD	
NAME AND ADDRESS OF CORRESPONDENT BANK WIRING THE SUBSCRIPTION MONIES	
NAME AND NUMBER OF ACCOUNT AT FINANCIAL INSTITUTION BEING DEBITED	
A COPY OF THE SWIFT TRANSFER/S	Attached <input type="checkbox"/> (please tick to indicate such)

Declaration by the Investor & Signing Instructions

I/We confirm that I/we have read and understood the contents of the Offering Memorandum to which this Subscription Form was attached and I/we offer to subscribe and agree to accept the number of Shares in the Fund/s which may be allotted to me/us in accordance with the terms of the Offering Memorandum to which this Subscription Form was attached and subject to the provisions of the Memorandum and Articles of Association of the Company.

I/We acknowledge that due to anti-money laundering requirements the Company may require further identification of the undersigned before an application can be processed and Company shall hereby be held harmless and indemnified by the undersigned against any loss arising as a result of a failure to process the application if such information has been required by the parties referred to has not been provided by the undersigned.

I/We hereby undertake to observe and be bound by the provisions of the Memorandum and Articles of Association of the Company and apply to be entered in the register of members as the holder/holders of the Shares in the Fund/s issued in relation to this application.

I/We hereby confirm that this application is based solely on the Offering Memorandum to which this Subscription Form was attached together with (where applicable) the most recent annual reports of the Company.

I/We agree to dispose of any of the Shares in the Fund/s, if as a result of an offer, sale or delivery of Shares in the Fund either the transferor or the transferee holds less than the Minimum Holding.

I/We will not offer, sell or deliver any of such Shares in the Fund directly or indirectly to a U.S. Person.

I/We acknowledge that the Company may compulsorily redeem my/our Shares in certain circumstances as laid down in the Offering Memorandum.

I/We warrant that I/we am/are an Authorised Investor and that I/we have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, and I/we am/are aware of the risks inherent in investing in the Fund.

I/We, warrant that I/we have the right and authority to make the investment pursuant to this Subscription Form whether the investment is my/our own or is made on behalf of another person or corporate or an unincorporated entity and that I/we are/will not be in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the Company for any loss suffered by them as a result of this warranty/representation not being true in every respect.

I/We, agree to provide the representations in this Subscription Form to the Company at such times as the Company may request and to provide on request such certificates, documents or other evidence as the Company may reasonably require to substantiate such representations.

I/We, agree to notify the Company immediately if I/we become aware that any of the representations is/are no longer accurate and complete in all respects and agree immediately to sell or to tender to the Company for redemption a sufficient number of Shares to allow the representation to be made.

I/We, hereby confirm that the Company is authorised and instructed to accept and execute any instructions in respect of the Shares in the Fund to which this Subscription relates given by me/us by facsimile.

If instructions are given by me/us by facsimile, I/we undertake to confirm them separately by means of a letter. I/We hereby indemnify the Company and agree to keep it indemnified, against any loss of any nature whatsoever arising as a result of acting on facsimile instructions. The Company may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.

I/We, agree to indemnify and hold harmless the Company against any loss, liability, cost or expense (including without limitation attorneys' fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in the Authorised Investor Declaration Form attached herewith or in any other document delivered by the undersigned to the Company.

I/We agree to provide to the Fund in a timely manner any documentation or other information regarding me/us that the Fund or its Administrator may request in writing from time to time in connection with the Fund's obligations under, and in compliance with, applicable laws and regulations, including without limitation, applicable tax laws of the United States or any other relevant jurisdiction.

By executing this Subscription Application, I/we waive any provision under applicable laws and regulations that would prevent or inhibit the Fund's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) me/us from providing any requested information or documentation, or (ii) the disclosure by the Fund and its Administrator of the provided information or documentation to applicable regulatory authorities. In particular, but without limitation, I/we agree to provide any documentation or other information regarding myself, my Beneficial Owners and Controlling Persons requested by the Fund or its Administrator in connection with FATCA and any guidance, relating thereto and published from time to time, as well as any legislation, rules or practices adopted pursuant to any applicable intergovernmental agreement entered into in connection with the implementation of FATCA. Finally, should any similar legislation and regulations be issued by any other jurisdictions at any time in the future, I/we agree to the same provisions as outlined above.

I/we agree to complete and return, with this application form, the appropriate form(s), as included in the section 'FATCA Forms' along with all related documentation, to the Fund at the offices of the Administrator.

I/We hereby indemnify and hold harmless the Company, the Fund, the Administrator and each of their respective directors, officers and employees from any losses or damages suffered due to incorrect statement or information provided by us in respect of these matters.

A Politically Exposed Person (PEP) can be described as –

- i. a natural person who has been or is entrusted with a prominent public function by the state (local or foreign), by a Community Institution or an international body;
- ii. an immediate family member of this person including a spouse, partner, children and their spouses, and parents;
- iii. known close associates of this person who may include any individual known to have joint beneficial ownership of a legal entity or legal arrangement or other close business relations with this person, or who may have sole beneficial ownership of a legal entity or legal arrangement set up for the benefit of this person.

Please tick as applicable:

Either

☐ I/We hereby confirm that the applicant for business and its beneficial owner/s do not fall within the definition of 'politically exposed persons';

Or

☐ I/We hereby confirm that that the applicant for business and/or its beneficial owner/s fall within the definition of 'politically exposed persons'.

First Named Holder's Signature	First Named Holder's Name in full and capacity (if applicable)
Second Joint Holder's Signature	Second Joint Holder's Name in full and capacity (if applicable)
Date	Signing Instructions: <input type="checkbox"/> All to sign <input type="checkbox"/> Any _____ to sign <input type="checkbox"/> Authorised Signatory List attached

Appendix II - DECLARATION FORM

Qualifying Investor Declaration Form

Investment in the Fund is permissible only upon completion of the following declaration by the prospective investor certifying that he meets one or more of the following criteria that make him eligible as a 'Qualifying Investor'. Answers that do not apply should be deleted and the confirmation signed where indicated:

A body corporate which has net assets in excess of EUR750,000 or which is part of a group which has net assets in excess of EUR750,000 (or equivalent)	Yes	No
An unincorporated body of persons or association which has net assets in excess of EUR750,000 (or equivalent)	Yes	No
A trust where the net value of the trust's assets is in excess of EUR750,000 (or equivalent)	Yes	No
An individual, or in the case of a body corporate, the majority of its Board of Directors or in the case of a partnership its General Partner, who has reasonable experience in the acquisition and/or disposal of funds of a similar nature or risk profile; or property of the same kind as the property, or a substantial part of the property, to which the Scheme in question relates	Yes	No
An individual whose net worth or joint net worth with that person's spouse, exceeds EUR750,000 (or equivalent)	Yes	No
A senior employee or director of service providers to the Company	Yes	No
A relation or close friends of the promoters limited to a total of ten [10] persons per professional investor fund	Yes	No
An entity with (or which are part of a group with) EUR3.75 million (or equivalent) or more under discretionary management investing on its own account	Yes	No
A Professional Investor Fund promoted to Qualifying or Extraordinary Investors	Yes	No
An entity (body corporate or partnership) wholly owned by persons or entities satisfying any of the criteria listed above which is used as an investment vehicle by such persons or entities.	Yes	No

- ☐ To be signed by investor – where the investment is being made direct (not through a duly authorised agent) with the Fund.

I hereby confirm that I am eligible to be treated as an Eligible Investor in light of the positive response(s) that I have given to the question(s) above. I hereby confirm that I have read and understood the Supplement to the Offering Memorandum and that I am either (a) a person whose ordinary business involves the acquisition and disposal of instruments of the same kind as the instrument or instruments in which the Fund invests; or (b) a person whose ordinary business involves the acquisition and disposal of property of the same kind as the property, or a substantial part of the property, in which the Fund invests.

- ☐ To be signed by the duly authorised agent – where the investment is not being made direct by the investor with the Fund.

I hereby confirm that I have been properly appointed as a duly authorised agent of a prospective investor in the Fund described above.

I certify that my principal is eligible to be treated as an Eligible Investor in light of the positive response(s) that I have given to the question(s) above in respect of my principal.

I hereby confirm that I have read and understood the Supplement to the Offering Memorandum.

Name

--

Signature

--

**Title/Capacity in
which signed**

--

Date

--

Appendix III - REDEMPTION FORM

Please send this redemption form to: Pluri-Invest SICAV p.l.c.

Registered office: TG Complex, Suite 2, Level 3, Brewery Street, Mriehel, BKR 3000, Malta

Account number: _____

Investor's details:

Last Name/ Company _____

First Name _____

ID _____

Address: _____

Street _____

City _____

ZIP code _____

State: _____

Redemption details:

Fund Name: _____ Class: _____

Amount to redeem: EUR _____

In case you redeem only part of your shares please note that the value of your remaining Shares cannot be less than the Minimum Investment. The redemption cannot be less than the Minimum Redemption Amount.

Payment details

Beneficiary account name: _____

Bank of Beneficiary: _____

Account number: _____

Date: _____

Investor's signature: _____

Name: _____

Verified by: _____

Name: _____

Appendix IV – INDIVIDUAL SELF-CERTIFICATION FORM

This self-certification form (the 'Form') must be completed by individual shareholders and other parties as noted on the entity self-certification form.

The information on this Form is collected for any existing or future legislation enacted by any jurisdiction that provides for the automatic exchange of information including, without limitation, to the US Foreign Account Tax Compliance Act (FATCA) and the OECD common reporting standard for the automatic exchange of financial account information.

Please note that in certain circumstances the Company and the Administrator may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant IGA's, applicable regulations and guidance notes.

If any of the information below regarding your tax residency changes in the future you are obliged to notify the Company at the offices of the Administrator of these changes promptly. If you have any questions about how to complete this form, please contact your tax advisor.

In situations where there are 'joint shareholders' each shareholder is required to complete a separate Form, along with any power of attorney (if appointed), on behalf of the shareholder(s).

Section 1: Account Holder Identification

Account Holder Name	
Date of Birth (dd/mm/yyyy)	
Country of Birth	
Country of Citizenship	
Permanent Residential Address (street, apt or suite no, or rural route no). <i>Do not use a P.O. box or care-of address.</i>	
City or town, state or province (include postal code where appropriate)	
Country	

Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

Please tick either (a) **or** (b) **or** (c) and complete as appropriate.

- (a) I confirm that **I am** a U.S. citizen and / or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identification number (U.S. TIN) is as follows:

--

- (b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

- (c) I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

Section 3: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following country/ies (indicate the tax identification number applicable in each country).

Country / Countries of tax residence	Tax Identification number

Section 4: Declaration and Undertaking

I declare the information provided in this form is, to the best of my knowledge, accurate and complete. I undertake to notify the Administrator immediately and provide an updated self-certification form within 30 days should there be a change of circumstance which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

Signature

Date (MM/DD/YYYY)

Name:

Appendix V – ENTITY SELF-CERTIFICATION FORM

This self-certification form (the 'Form') is to be completed by all legal entities including, for this purpose, companies, partnerships, trusts and foundations.

The information on the Form is collected for any existing or future legislation enacted by any jurisdiction that provides for the automatic exchange of information including, without limitation, the Foreign Account Tax Compliance Act (FATCA) and the OECD common reporting standard for the automatic exchange of financial account information.

Please note that in certain circumstances the Company and the Administrator may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant IGA's, applicable regulations and guidance notes.

If any of the information below regarding your tax residency changes in the future you are obliged to notify the Company at the offices of the Administrator of these changes promptly. If you have any questions about how to complete this form, please contact your tax advisor.

Section 1: Entity Identification

Entity Name	
Country of Organisation or Incorporation	
Registered Address (street, apt or suite no, or rural route no). Do not use a P.O. box or care-of address.	
City or town, state or province (include postal code where appropriate)	
Country	
Mailing Address (if different) (street, apt or suite no, or rural route no). Do not use a P.O. box or care-of address.	
City or town, state or province (include postal code where appropriate)	
Country	

Section 2: US Entities

Please tick and complete as appropriate.

- (a) The entity is a **Specified US Person** and the US federal taxpayer identifying number (US TIN) is as follows:

--

- (b) The entity is a **US Person** that is not a Specified US Person. Please indicate exemption¹:

--

Complete Section 3 if the entity is tax resident outside the US.

Section 3: Declaration of Tax Residence (other than US)

Country / Countries of Tax Residence	Tax Reference number

Section 4: Entity FATCA Classification

Please tick and complete as appropriate.

- A)** If you are a **Registered Financial Institution**, please tick **one** of the below categories, and provide your FATCA GIIN number:

☐ Reporting Model 1 Foreign Financial Institution.

¹ Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

- ☐ Reporting Model 2 Foreign Financial Institution.
- ☐ Participating Foreign Financial Institution (including a US Financial Institution that has registered and obtained a GIIN)
- ☐ Registered Deemed-Compliant Foreign Financial Institution (other than a Sponsored Foreign Financial Institution that has not obtained a GIIN).

Please provide your Global Intermediary Identification Number (GIIN):

B) If you are a Financial Institution but unable to provide a GIIN, please tick **one of the reasons below:**

- ☐ The entity is a Model 1 Financial Institution and has not yet obtained a GIIN but intends to do so, if required.
- ☐ The entity is a Sponsored Financial Institution that has not obtained a GIIN. Please provide the Sponsoring Entity's name and GIIN:

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

- ☐ The entity is a Certified Deemed-Compliant Non-Registering Local Bank.
- ☐ The entity is a Certified Deemed-Compliant Foreign Financial Institution with only low value accounts.
- ☐ The entity is a Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle.
- ☐ The entity is a Certified Deemed-Compliant Limited Life Debt Investment Entity.

- ☐ The entity is a Certified Deemed-Compliant Investment Advisor or Investment Manager.
- ☐ The entity is a Non-Participating Foreign Financial Institution.
- ☐ The entity is an Owner-Documented Foreign Financial Institution.
- ☐ The entity is a Non-Reporting IGA Foreign Financial Institution.
- ☐ The entity is an Exempted Inter-Affiliate Foreign Financial Entity.
- ☐ The entity is a Territory Financial Institution.
- ☐ The entity is a US Financial Institution.

C) If you are **not a Financial Institution**, please confirm the Entity's FATCA status below.

- ☐ The entity is a Trustee Documented Trust. Please provide your Trustee's name and GIIN.

Trustee's Name:

Trustee's GIIN:

- ☐ The entity is a Restricted Distributor.
- ☐ The entity is a Foreign Government, Government of a US possession, or Foreign Central Bank of issue.
- ☐ The entity is an International Organisation.
- ☐ The entity is a Non-Financial Group Entity.
- ☐ The entity is wholly owned by Exempt Beneficial Owners.
- ☐ The entity is a 501(c) Organisation.
- ☐ The entity is a Non-Profit Organisation.
- ☐ The entity is an Exempt Retirement Plan.

- ☐ The entity is an Exempted Non-Financial Start-Up Company.
- ☐ The entity is an Exempted Non-Financial Entity in Liquidation or Bankruptcy.
- ☐ The entity is an Excepted Territory Non-Financial Foreign Entity.
- ☐ The entity is a Publicly Traded Non-Financial Foreign Entity or Non-Financial Foreign Entity Affiliate of a Publically Traded Corporation.
- ☐ The entity is a Direct Reporting Non-Financial Foreign Entity.
- ☐ The entity is a Sponsored Direct Reporting Non-Financial Foreign Entity.
- ☐ The entity is an Active Non-Financial Foreign Entity.
- ☐ The entity is a Passive Non-Financial Foreign Entity (please complete table below providing details of any **Controlling Persons & Beneficial Owners**).

Complete Section 5 & 6 if you are a Passive Non-Financial Foreign Entity.

Section 5: Details of the Controlling Persons² of the Entity

Controlling Person*

Full Name: _____

Controlling Person*

Full Name: _____

Controlling Person*

Full Name: _____

Section 6: Details of the Beneficial Owners or Beneficiaries of 25% (or more) of the Entity

Beneficial Owner*

Full Name: _____

Details of beneficial owners percentage: _____

* Each natural person that is a Controlling Persons or Beneficial Owner must also complete the Individual Self-Certification Form.

² Means the natural persons who exercise control over the entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any) and any other natural person that exercising ultimate effective control over the trust and in the case of a legal arrangement other than a trust, such term means the persons in equivalent positions such as directors (corporation) or general partner (limited partnership). If the controlling person is another legal vehicle, the natural persons that exercise control over that entity are deemed to be the controlling persons and must specify their details in Section 5 of the Form.

Beneficial Owner*

Full Name: _____

Details of beneficial owners percentage: _____

Beneficial Owner*

Full Name: _____

Details of beneficial owners percentage: _____

Section 7: Declaration and Undertaking

I declare the information provided in this form is, to the best of my knowledge, accurate and complete. I undertake to notify the Company at the offices of the Administrator immediately and provide an updated self-certification form within 30 days should there be a change of circumstance which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

Authorised Signature

Date (MM/DD/YYYY)

Name:

Authorised Signature

Date (MM/DD/YYYY)

Name:
