

## **Mint Tower Arbitrage Fund**

This is an English translation of the original Dutch document. The Dutch version of the Prospectus will be binding. The English translation is for information purposes only.

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# Prospectus

## MINT TOWER ARBITRAGE FUND

**an open-end investment fund registered in Amsterdam**

**11 January 2022**

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On 1 March 2019 an independent accountant provided a positive assurance report (*Chapter 18 Assurance report of the auditor*) regarding the Fund. After this date the following changes have been made to the Prospectus: ..... 83

## DEFINITIONS

In this Prospectus, the terms printed bold below are defined as follows:

<b>AACB</b>	:	ABN AMRO Clearing Bank N.V.
<b>Administrator</b>	:	Apex Fund Services (Netherlands) B.V.
<b>AFM</b>	:	Netherlands Authority for the Financial Markets
<b>AIFMD</b>	:	Directive 2011/61/EU of the European Parliament and the Council of 8 June 2011 (“Alternative Investment Fund Managers Directive”).
<b>Asset Manager</b>	:	An asset manager as in article 1:1 FSA
<b>Bank</b>	:	A credit institution as in Article 1:1 FSA
<b>BNP</b>	:	BNP Paribas SA
<b>Board</b>	:	The board of the Manager
<b>Custodian</b>	:	AACB, JPM and BNP
<b>Depository</b>	:	IQ EQ Depository B.V.
<b>DNB</b>	:	De Nederlandsche Bank N.V.
<b>Euro Unit</b>	:	A Unit in Euro’s
<b>Euro Unit Category</b>	:	The part of the assets of the Fund which holders of a Euro Unit are entitled to.
<b>Financial Institution</b>	:	Financial institution as in Article 1:1 FSA
<b>FSA</b>	:	Dutch Financial Supervision Act (as amended hereafter)
<b>Fund</b>	:	Mint Tower Arbitrage Fund
<b>Fund Documents</b>	:	This Prospectus, Terms of Management and Custody and Application Form
<b>G – Unit</b>	:	An entitlement to participate in the Fund which is granted only to Unit holders who contribute a minimum of € 25 million to the Euro Unit Category or the equivalent thereof in US dollars, Swiss Franc or Pound Sterling in respectively the US-dollar, Swiss Franc or Pound Sterling Unit Category. G – Units are also issued to staff members of the Manager. Additional units are possible from a

		minimum of €1000 or the equivalent thereof in US dollar, Swiss Franc or Pound Sterling.
<b>Implementing Regulation</b>	:	Delegated Regulation (EU) no. 231/2013 of the European Commission of 19 December 2012 implementing the AIFMD.
<b>Investment firm</b>	:	An investment firm as per Article 1:1 FSA
<b>I - Unit</b>	:	An entitlement to participate in the fund which is granted only to Unit holders who contribute a minimum of € 10 million to the Euro Unit category and Mint Tower Capital Management B.V.. Additional units are possible from a minimum of €1000.
<b>JPM</b>	:	J.P. Morgan AG
<b>Legal Owner</b>	:	Stichting Juridisch Eigendom Mint Tower Arbitrage Fund
<b>Lead Series</b>		The first issued Series of a Unit Category.
<b>Manager</b>	:	Mint Tower Capital Management B.V.
<b>Net Asset Value</b>	:	The Net Asset Value of the Fund, a Unit category or of each Unit (in a Series) of a Unit category calculated as provided for in this Prospectus.
<b>Ordinary Unit</b>	:	An entitlement to participate in the fund which is granted only to Unit holders who contribute a minimum of € 100.000 to the Euro Unit Category or the equivalent in the Shekel Category, Pound Sterling Category, Swiss Franc or the US-dollar Unit Category. Additional units are possible from a minimum of €2500.
<b>Unit</b>	:	An Ordinary Unit, an I - Unit or a G - Unit
<b>Unit Category</b>	:	The part of the assets and liabilities of the Fund to which the Euro-Unit holders, Shekel Unit holders, Pound Sterling Unit Holders, Swiss Franc Unit holders or US-dollar Unit holders are entitled
<b>Participant</b>	:	Holder of one or more Units.
<b>Pound Sterling Unit</b>	:	A Unit in Pound Sterling (GBP)
<b>Pound Sterling Unit Category</b>	:	The part of the assets of the Fund which holders of a Pound Sterling Unit are entitled to.
<b>Prime Broker/Clearing</b>	:	AACB, JPM and BNP

<b>Prospectus</b>	:	This Prospectus, including the Annexes.
<b>Remuneration Policy</b>	:	The remuneration rules and policy of the Manager
<b>Series</b>	:	A series of Ordinary Units or G – Units (being more than one US Dollar Unit, Pound Sterling Unit, Shekel Unit, Swiss Franc Unit or Euro Unit) issued on a certain Transaction Day, each with equal rights and duties and the same Net Asset Value as in other Units in the same series.
<b>SFDR</b>	:	Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector
<b>SFT</b>	:	Securities Financing Transaction
<b>Shekel Unit</b>	:	A Unit in Shekels
<b>Shekel Unit Category</b>	:	The part of the assets of the Fund which holders of a Shekel Unit are entitled to
<b>Swiss Franc Unit</b>	:	A Unit in Swiss Francs
<b>Swiss Franc Unit Category</b>	:	The part of the assets of the Fund which holders of a Swiss Franc Unit are entitled to
<b>Terms of Management and Custody</b>	:	The in Annex I included terms of management and custody
<b>Transaction day</b>	:	A day on which Units can be issued or bought back, being (i) the first working day of each calendar month; (ii) for I – Units on request of an asset manager also on the 10 <sup>th</sup> or 20 <sup>th</sup> day of the calendar month; or (iii) under extreme circumstances on another day determined by the Manager.
<b>US-dollar Unit</b>	:	A Unit in US-dollars
<b>US-dollar Unit category</b>	:	The part of the assets and liabilities of the fund to which the US dollar Unit holders are entitled
<b>Unit-holder</b>	:	A holder of one or more Units in the Fund.
<b>Valuation day</b>	:	A day on which the Net Asset Value of the Series and the Net Asset Value of each Unit in the various Series is fixed, being the final working day before a transaction day or another day fixed by the Manager.

**Website** : The Website maintained by the Manager for the Fund, at [www.minttowercapital.com](http://www.minttowercapital.com) and the part of the Website of the Administrator which is accessible to participants.

**Working day** : A day on which NYSE Euronext Amsterdam and the banks are open in the Netherlands for conducting transactions in financial instruments.

A reference to a rule or regulation includes a reference to this rule or regulations as may be amended or replaced from time to time.

## IMPORTANT INFORMATION

### Warning

Potential investors in the Fund are explicitly warned that participation in the Fund involves financial risks. They should therefore take good note of the full contents of the Prospectus and if necessary, obtain independent advice in order to be able to form a sound view on those risks. The value of a Unit in the Fund can fluctuate. Unit holders may receive less than their initial investment. Past returns do not guarantee future results.

### Responsibility for the contents of this Prospectus

The Manager is responsible for the accuracy and completeness of the information contained in this Prospectus. To the extent that the Manager could reasonably have been expected to be aware of this, that information is consistent with the facts. No data that could change the purport of this Prospectus have been omitted. The provision and circulation of this Prospectus does not mean that all the information in it is still accurate at that time. Information of material significance will be updated regularly on the Website.

The Manager and the managed Fund comply with the rules set by or pursuant to law.

### Any information on the Fund provided by third parties

The Manager is not responsible for the accuracy for information provided on the Fund by third parties.

### Restrictions on circulation of this Prospectus in other countries

The issue and circulation of the Prospectus may be subject to (legal) restrictions in certain jurisdictions. The same applies for the offer or sale of Units in the Fund. The Manager requests persons who come into possession of the Prospectus to inform themselves of the existence of any such restrictions and to comply with this. The Prospectus is not an offer of any security or invitation to a person in any jurisdiction where this is not permitted according to the applicable regulations. The Manager is not liable for any infringement of any applicable restrictions by any party whatsoever, regardless of whether that party is a potential buyer of Units or not.

### Jurisdiction

The Prospectus is governed by Dutch law only.

### Key investor information (“KII”) document

A document has been prepared for the Fund setting out, in the legally prescribed, standard manner, key investor information about the Fund, the costs and the risks associated with participation (the “KII”). The KII is available on the Website [www.minttowercapital.com](http://www.minttowercapital.com)

## Investor Profile

An investment in the Fund is primarily suitable for investors:

- Both professional and retail investors who possess basic knowledge of investing in financial instruments;
- Who accept that the Fund has great freedom in determining its investment policy;
- Who are willing to take the risk of a (substantial) reduction in the value of the investment and are also able to bear that risk;
- For whom the interest in the Fund represents only a part of their total assets;
- Who do not need income from this investment;
- Who accept limited liquidity of their investment (it is possible to withdraw from the Fund only once a month);
- Who intend to keep their investment in the Fund for a period of at least three to five years.

## Historic Performance

Please find below an historic overview of the Lead Series Ordinary Units.

MINT TOWER														
Net Monthly Performance														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	LTD
<b>2010</b>											0.14%	0.40%	0.54%	0.54%
<b>2011</b>	1.68%	-0.20%	0.69%	0.65%	0.00%	-1.64%	0.71%	1.33%	-0.30%	0.24%	-0.83%	1.09%	3.42%	3.98%
<b>2012</b>	2.03%	1.01%	-0.91%	-1.29%	0.69%	0.66%	1.04%	0.09%	-1.88%	0.04%	0.47%	1.11%	3.04%	7.14%
<b>2013</b>	1.13%	0.90%	0.86%	1.16%	1.59%	-0.73%	1.22%	1.89%	0.44%	1.48%	-0.25%	0.50%	10.64%	18.54%
<b>2014</b>	1.42%	1.06%	0.51%	1.40%	0.70%	0.23%	1.09%	0.33%	-1.03%	2.11%	0.20%	-0.26%	8.01%	28.03%
<b>2015</b>	2.69%	0.68%	1.52%	1.50%	0.12%	-0.53%	0.22%	1.32%	0.58%	0.53%	0.95%	-1.16%	8.69%	39.16%
<b>2016</b>	0.04%	1.09%	-0.23%	0.87%	0.32%	-0.84%	1.32%	0.69%	0.00%	0.42%	0.87%	0.77%	5.45%	46.74%
<b>2017</b>	1.20%	0.20%	0.15%	-0.28%	0.37%	-0.17%	-1.27%	-0.84%	1.41%	1.77%	-0.23%	-0.10%	2.19%	49.96%
<b>2018</b>	2.99%	-0.46%	-1.35%	-0.20%	0.00%	-0.82%	0.50%	-0.33%	1.07%	0.82%	-0.81%	0.89%	2.25%	53.34%
<b>2019</b>	-0.49%	1.34%	0.40%	0.81%	-0.43%	0.21%	0.38%	1.24%	0.71%	0.72%	0.47%	0.13%	5.62%	61.96%
<b>2020</b>	0.32%	3.68%	-5.48%	1.14%	0.96%	3.25%	0.69%	0.62%	0.63%	-0.52%	3.64%	2.46%	11.61%	80.76%
<b>2021</b>	2.13%	1.60%	-0.93%	0.51%	0.18%	0.07%	-0.30%	0.46%	1.42%	0.32%	0.27%	0.18%	6.03%	91.66%

Most recent Net Asset Value per Unit (31 December 2021) before the date of this Prospectus is:

Ordinary Unit Euro:	€ 191,66
Ordinary Unit USD:	\$ 196,44
Ordinary Unit Shekel:	₪ 127,09
Ordinary Unit GBP:	£ 122,18
Ordinary Unit CHF:	F 100,42
I – Unit Euro:	€ 201,61
I – Unit USD:	\$ 124,73
I – Unit CHF:	F 120,32
I – Unit GBP:	£ 120,66
G – Unit Euro:	€ 139,04
G – Unit USD:	\$ 151,85
G – Unit CHF:	F 116,07
G – Unit GBP:	£ 103,14



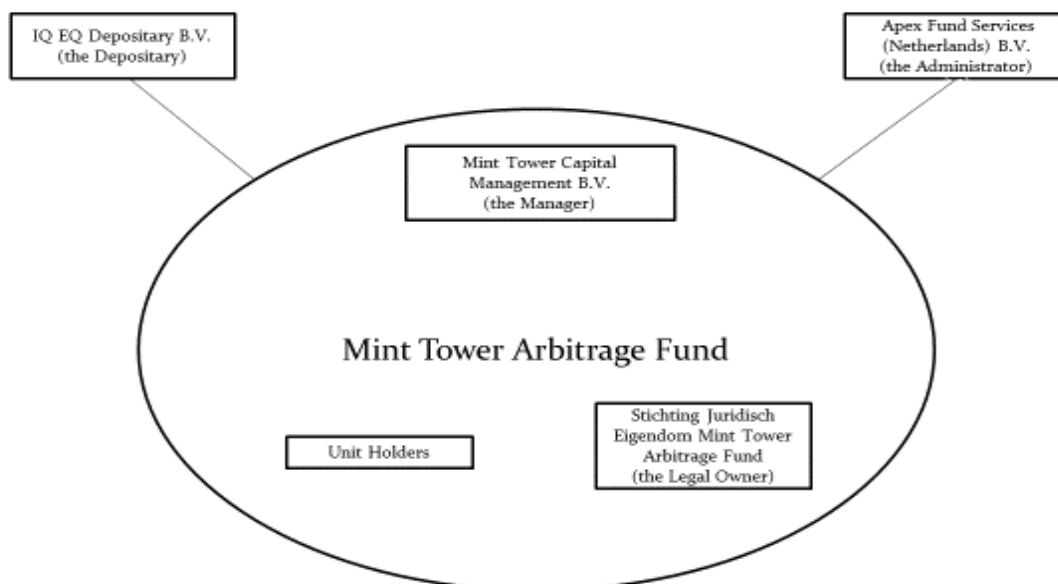
# 1. STRUCTURE, GENERAL INFORMATION

## Date of incorporation

The Fund was formed on 6 September 2010.

## Common trust fund

The Fund is a common trust fund. It is not a legal entity, but capital formed pursuant to a contract between the Manager, the Depositary, the Legal Owner and each of the Unit holders. This agreement, which is mentioned in this Prospectus, governs the management and custody of the assets and liabilities that have been acquired/entered into by the Fund for the account and risk of the Unit holders. (Because the Fund is not a legal body, the Legal Owner is the legal owner of the assets and liabilities of the Fund.) The Manager manages the Fund and the Depositary supervises the Manager on behalf of Unit holders. The investments are held in one or more accounts at the Custodians. A flowchart of this structure is included below.



## Manager

The main tasks and powers of the Manager are:

- The determination and implementation of the investment policy. The Manager determines investment activities of the Fund;
- (Providing for) the administration of the Fund;
- Prompt and accurate determination of the Net Asset Value;
- Ensuring that the Fund complies with the applicable legislation;
- Monitoring the interests of the Unit holders.

(See also section 4, *'The Manager'*).

## Depository

The Depository supervises compliance by the Manager with the provisions of the Prospectus and the applicable regulations.

(See also Section 5, *'The Depository, the Legal Owner and the Custodian'*).

## The Legal Owner

The sole task of the Legal Owner is to act on behalf of the Unit holders as the legal owner of the Fund's assets.

(See also Section 5, *'The Depository, the Legal Owner and the Custodian'*)

## The Custodian

The Legal Owner holds the Fund's investments on one or more accounts at the Custodian, a financial institution that is subject to prudential supervision.

(See also Section 5, *'The Depository, the Legal Owner and the Custodian'*)

## Unit categories

The Fund is divided into thirteen Unit Categories:

- (i) the Ordinary Unit Category in Euro;
- (ii) the Ordinary Unit Category in US-Dollars;
- (iii) the Ordinary Unit Category in Shekel;
- (iv) the Ordinary Unit category in Pound Sterling;
- (v) the Ordinary Unit Category in Swiss Franc;
- (vi) the I – Unit Category in Euro;
- (vii) the I – Unit Category in US-Dollars;
- (viii) the I – Unit Category in Swiss Franc;
- (ix) the I – Unit Category in Pound Sterling;
- (x) the G – Unit category in Euro;
- (xi) the G – Unit category in US-Dollars;
- (xii) the G – Unit Category in Swiss Franc; and
- (xiii) the G – Unit Category in Pound Sterling

The Fund invests its assets in an investment portfolio that (depending on the number of shares in the relevant Unit Category) is partially attributed to each Unit Category reflected above. The investment policy for all Unit categories is therefore the same, as is the risk profile of the investments. The only difference is the currency in which can be participated in a Unit category.

Because the Euro is the base currency of the Fund, Unit-holders in non-Euro Unit categories carry a currency risk on their investment. The Manager will use its best efforts to hedge this risk on a monthly basis. For the avoidance of doubt, Euro is the specific currency risk that a Shekel, Pound Sterling, Swiss Franc or US-dollar Unit holder runs by investing in a Euro fund.

All revenues and expenses that can be attributed to a Unit Category are administered. The Net Asset Values of the non-Euro Unit Categories and the Euros Unit Category may vary over time as it is not possible to perfectly hedge the foreign currency plus transactions costs.

## Series

A new, separate Series will be issued in the Ordinary Unit Category in Euros, Shekel, Pound Sterling, Swiss Francs or US-Dollars and in the G – Unit Category in Euro, Pound Sterling or US-Dollar, when Units are issued on separate Transaction days. The investment policy for all Series is the same as is the risk profile of the investments. The only difference between Units of different Series (apart from the issue date) consists of the Net Asset Value attributable to the relevant Units, a difference in management fee and any payable performance fee by the relevant Participants. During a book year of the Fund, the Net Asset Value may vary between different Series, but will be the same for Units of the same Series.

Participants in a given Series are (in proportion to the number of Units held by the respective Participant) beneficially entitled to the portion of the assets of the Fund attributable to that Series. The capital gathered by the Participants is intended for collective investment at their risk and expense. (See Section 7, "Participants").

The I – Unit Categories (in Euro, Swiss Franc and US-Dollar) do not have Series. As a result of the *equalisation of series* and the different frequency in high watermark this may result in an advantage or a disadvantage for Participants participating through the I – Unit Category towards Participants participating through Ordinary or G – Units. These differences are only a result of the difference in mathematics behind the Unit Categories. The Manager does not have any influence on these differences. The advantages or disadvantages that might occur will never be funded by another Unit Category.

## Ordinary Units, I - Units and G – Units

For I - Units and G - Units, the fixed management fee and services fee charged to these Units are lower than for Ordinary Units. I - Units make the same contribution as Ordinary Units to the Fund costs.

G – Units have no subscription costs or redemption costs. Subscribers in G – Units have to choose between:

1. a lock up period of 6 months; or
2. an exit fee of 2.5% if the Units are redeemed within a year on request of the Participant.

The default position is that the Participant pays the exit fee of 2.5%. Should he wish to make use of the lock-up period, the Participant has to explicitly state this on the Subscription form.

## Administrator

The main tasks of the Administrator, under responsibility of the Manager are to

- (i) Perform the financial and investment administration of the Fund,
- (ii) Calculate the Net Asset Value, and

(iii) Maintain the Fund's register of Unit holders.  
(See also Section 6, *The Administrator*)

## Legal relationship between Unit holders, the Manager, the Depositary and the Legal Owner

The legal relationship between the Unit holders, the Manager, the Depositary and the Legal Owner is governed by the provisions of this Prospectus. By signing a request for the issue of Units, Unit holders agree to be bound by the content of the Prospectus. Units only create rights and obligations of the Unit holders with respect to the Manager, the Depositary and the Legal Owner, and not among Unit holders.

## Open end

Unless exceptional circumstances arise, the Fund is required to issue or buy back Units on each Transaction day, at their Net Asset Value on that Transaction day, plus a surcharge (in the case of an issue) or less a margin (in the case of a purchase).

## Net Asset Value

The Net Asset Value is calculated at least once a month by the Administrator, as set out in Section 8 of this Prospectus (*Determination of Net Asset Value*).

## Minimum investment

Investment in the Fund is possible from a minimum amount of € 100,000 per Participant in the Ordinary Unit Category Euro (or the equivalent in another available currency in the Ordinary Unit Category)

## I - Units

I - Units are issued only to Asset Managers who invest a minimum of € 10 million (or the equivalent thereof in another available currency in the I – Unit Category) in the Fund and the Manager. Additional issue requests are only accepted with a minimum of € 1,000. The Manager is, in individual cases, at all times entitled to refuse or accept requests to issue I – Units.

## G - Units

G – Units are issued only to Financial Institutions, Banks or Endowment Funds who invest a minimum of € 25 million in the Fund (or the equivalent thereof in US-dollars). The Manager is, in individual cases, is at all times entitled to refuse or accept requests to issue G – Units without providing reasons.

## Buy and sell requests

Requests to buy or sell Units can be made to the Administrator using forms provided for that purpose. The Manager is not required to honour a buy request. (See also Section 9, 'Issue and conversion of Units' and Section 10, 'Buy-back of Units')

## Unit transfer restrictions

The Fund is a closed common trust fund. Because of its closed nature Units may only be sold to the Fund and to immediate Family Relations.

## Fiscal status of the Fund

Due to the restrictions on the transfer of Units, the tax authorities qualify the Fund as ‘fiscally transparent’ for the purposes of company tax. As a result, the Fund is not liable for Dutch company tax.

## WFT licence

The Manager holds a licence within the meaning of Section 2:65 of the WFT. The Fund is therefore subject to this licence.

## General information:

Fund	:	Mint Tower Arbitrage Fund Beursplein 5 1012 JW Amsterdam
Manager	:	Mint Tower Capital Management B.V. Beursplein 5 1012 JW Amsterdam
Depository	:	IQ EQ Depository B.V. Hoogoorddreef 15 1101 BA Amsterdam
Legal Owner		Stichting Juridisch Eigendom Mint Tower Arbitrage Fund Basisweg 10 1043 AP Amsterdam
Administrator	:	Apex Fund Services (Netherlands) B.V. Van Heuven Goedhartlaan 935A 1181 LD Amstelveen
Prime Broker/Clearing	:	ABN AMRO Clearing Bank N.V. PO Box 243 1000 AE Amsterdam  J.P. Morgan AG Taunustor 1 60310, Frankfurt am Main, Germany  BNP Paribas SA 16 Boulevard des Italiens 75009 Paris, France
Auditors	:	Ernst & Young Accountants LLP Wassenaarseweg 80, 2596 CZ The Hague
Regulatory advisor	:	Charco & Dique Krijn Taconiskade 422 1087 HW Amsterdam

## 2. INVESTMENT POLICY

### Investment objective

The objective of the Fund is to achieve an average return (after deduction of all costs) of more than 5% per year (over a period of 3-5 years), regardless of market trends.

### Investment policy

In order to achieve the investment target, the Manager will primarily make use of two global strategies. Various financial instruments will be used here (e.g. options, bonds, convertible bonds, warrants, futures, forwards, interest options, credit-default swaps etc.) and various hedging techniques may be applied (for example certain option strategies or on a continuous basis be willing to buy and sell financial instruments at prices defined by the Manager). The Manager may become a member of several trading platforms to reduce the trading costs and optimize the return. By doing this the returns will be optimized. Both strategies are briefly explained below (in outline), noting that the content and implementation of a strategy will vary from case to case in terms of complexity, scale and risk (among other things).

### (Convertible) bond strategies

To achieve its investment objectives, Mint Tower uses convertible bond arbitrage, bond arbitrage and bond-volatility-arbitrage strategies. In principle, these are market-neutral strategies. These methods primarily consists of a combination of transactions, for example comprising the purchase of a bond convertible (“convertible”) into shares and the sale (“short sale”) of the underlying shares, the sale of a different bond and/or the buy or sell of volatility through derivatives. To that end, with the aid of systems and methods it has developed, the Manager will select (convertible) bonds that it regards as undervalued. The Manager also determines how large the short/long position in the underlying shares, derivatives, bonds and/or other financial instruments should be, on the basis of a theoretical model which is based on valuations but also in statistical observations or other selection methods. The theoretical model inter alia uses data on volatility of the share/derivative and the credit payment of the convertible bond. Mostly the largest part of the risks of the positions taken will be hedged, but the Manager can decide not to hedge certain parts or all of the risk. The average holding period for a position will in principle be three (3) months to two (2) years. During that period, the volatility of the underlying share will be absorbed as well as possible (through buy and sell transactions), in order to mitigate risks and optimise profit opportunities.

### Volatility strategies

Through these volatility strategies, efforts will be made to profit from ‘mispricing’ in the single stock and index derivatives markets by actively conducting buy and sell transactions in derivatives on the same or similar shares of indices. These price differences can arise from different exercise prices and maturities of derivatives on the same underlying share/index. Differences in volatility between underlying shares and the indices in which these shares are included can also be realised.

A part of the strategy is the valuation of options. On the basis of this valuation, the manager may decide to take certain risks (for example on the basis of the option ‘Greeks’). These risks are generally taken via a combination of the purchase and/or sale of financial instruments. The Manager may also decide to conduct relatively simple option transactions in order to profit from a price change that it expects for an underlying share at a relatively low risk (loss of the option premium) in relation to the expected profit (directional option strategies). The Manager may also use strategies that profit from

so called ‘Corporate actions’ like (super) dividends, coupons, rights issues, change of controls, merger & acquisitions, consolidations, etc. For such transactions the Manager may use all sorts of financial instruments.

These global strategies can be applied in combination (e.g. if a convertible is under-priced in relation to a similar option on the underlying share).

## Investment restrictions

- The Fund will not invest in property;
- invest in physical commodities;

### *Markets in which the Fund may invest*

The convertible strategies will be directed mainly at the regulated European and North American markets. The option positions will be taken primarily in the liquid regulated European and North American markets. If opportunities occur on regulated markets in other regions, the Manager may use these opportunities.

### *Investment institutions*

The Fund may invest in other investment institutions (listed or otherwise and under government supervision or otherwise), including Exchange Traded Funds (ETFs).

### *Leverage*

The Fund may use leverage at the Prime Broker/Clearing to implement the investment strategy. The leverage contains margin lending and short transactions. These are transactions where a counterparty of the Fund (the Prime Broker/Clearing) lends credit to the Fund in connection with the purchase, sale, carrying or trading of financial instruments in which the Fund is allowed to invest according to its investment policy.

Varying maximum leverage limits are in place for each Prime Broker/Clearing. For AACB it is a maximum of seven times the value of the assets that are held by AACB. For JPM it is set at twelve and a half times the value of the assets that the concerning Prime Broker holds. This means that the total maximum leverage of the Fund is twelve and a half times the value of the assets of the Fund. The leverage may only be based on the own capital of the fund (fund assets or net asset value). The already provided leverage will not be taking into account for the calculation of the maximum leverage ratio. For the avoidance of doubt, all Prime Brokers provide one time leverage. There is no obligation for the Unit holders to settle any shortfalls of the Fund arising from contracting of financing. It has been agreed that the Prime Broker/Clearing can claim only from the assets of the Fund, not from the Unit holders.

The Manager will periodically, through the website, provide the Participants with information about:

- changes to the maximum level of leverage, as well as any and all rights to the re-use of collateral or any guarantee granted under the leverage
- the total amount of leverage used by the investment company



*Derivatives*

For the implementation of its investment policy, the Fund will make use of listed and non-listed derivatives (OTCs). There are no restrictions on this.

*Short transactions*

The Fund may enter into short transactions. In the case of a short transaction, securities that the Fund does not possess are sold. In order to be able to deliver the sold securities, the seller borrows the securities from the lending pool of the Prime Broker / Clearing. The Fund will provide collateral for such transactions in cash and/or securities. The amount of that collateral determines the maximum amount of securities that can be borrowed and the short positions that can be taken. There are no further restrictions on the scale of the borrowing positions and short positions. A short position is taken by buying as many securities in the market as are needed in order to deliver the same number of securities as have been borrowed to the lender. Lending transactions are entered into on commercial terms. The costs are charged to the results of the Fund.

*Securities financing transactions*

The fund uses the following sorts of securities financing transaction, SFT's as in art. 3(1) Regulation (EU) 2015/2365 of the European Commission of 25 November 2015 with its Prime Brokers; securities lending (short transactions) and margin lending (leverage) transactions which both are detailed above. The Prime Brokers are allowed to use all securities it holds on behalf of the Fund for SFT's. The securities that are used for SFT's will be held by the Prime Brokers. Hundred percent off the income generation by SFT's goes to the Fund.

*Issue and receipt of securities*

The Fund has pledged all of its securities to the Prime Broker / Clearing as security in order to meet its obligations arising from contracted transactions or otherwise. In exchange the Prime Brokers use lower commissions for the Fund. It is contractually agreed with the Prime Brokers that they will return equivalent assets to the Fund. Per Prime Broker it might differ if they have a lien in respect of the securities that have been pledged. Besides all stated above, neither Mint Tower nor the Fund receives guarantees from the Prime Brokers or other counterparties for claims held against its assets or occur towards a Prime Broker as a result of the re use of the securities of the Fund by a Prime Broker. Therefore the Manager does not have a policy concerning the diversification of securities, no correlation policy and no policy for the valuation of securities.

*Currency transactions*

In principle, the Fund hedges currency risks, while reserving the right to reduce such hedges partially or completely.

*Currency transactions Unit categories*

As the base currency of the Fund is the Euro, Unit holders who hold non-Euro Units run a currency risk. The Manager will use its best efforts to hedge this currency risk as fully as possible on a monthly basis. When exiting a non-Euro Unit Category, the Unit holder of these Units receives the purchase price in applicable currency.

*Cash policy, short-term investments*

The Fund holds the majority of its assets in a current account at the Prime Broker/Clearing. Depending on market conditions, it may decide to deposit not-invested assets temporarily at one or

more financial institutions under prudential supervision, for interest, or to invest them in government or other bonds.

### Securities lending and asset segregation

The Fund will allow the Prime Broker to lend all securities held by the Fund to third parties such as intermediate brokers, clearing organisations and trading venues.

The Fund may give permission to the Prime Brokers to re-use the securities that the Fund holds with the Prime Brokers on behalf of the Fund. This gives the Prime Brokers the optionality to re-use the assets for its own account or for the account of a third party. The Fund may give permission to re-use 100% of the securities kept by the Prime Brokers. It is expected, on the basis of historical data, that 70% will be re used.

Given the permission of the Fund to the Prime Brokers to re use all securities, the securities may be held on an omnibus account with a third party. These securities will be comingled with securities of other market parties who have access to the concerning *lending pool* of the Prime Broker. In general securities in a *lending pool* have less protection in case of insolvency or other failure of the concerning Prime Broker or other involved entity for safekeeping.

The Prime Brokers will ensure an adequate level of protection in accordance with applicable laws and regulations for the safekeeping and administration of the financial instruments of the Fund.

### Risk management

#### *Manager*

With the aid of systems it has developed for that purpose, the Manager will continually monitor the risk of the positions taken by the Fund and assess whether that risk lies within the limits that the Manager regards as acceptable (including correlation, credit risk and premium at risk).

#### *Prime Broker/Clearing*

The Prime Broker/Clearing accepts only a certain risk for the Fund and has the right to (arrange to) phase out positions if, in its opinion, that risk becomes excessive. In connection with this, the Prime Broker/Clearing produces a daily report on those risks, which is provided to the Manager.

#### *Depositary*

The Depositary assesses all transactions each month (in arrears) in terms of the investment restrictions in this Prospectus and is authorised to instruct the Manager to reverse these if the transactions are not consistent with the investment policy.

### Periodic assessment of liquidity risk

The Manager only includes financial instruments in the portfolio if their tradability (measured on the basis of average turnover on the various trading platforms over the previous 20 trading days) is such that it is likely that the entire position can be liquidated without unexpected price effects. The Manager periodically checks whether the financial instruments included in the portfolio still satisfy this criterion and, should this no longer be the case, will take appropriate measures.

The Manager may also totally or partially refuse or suspend requests to issue Participations under the conditions described in Section 9 of this Prospectus.

Regularly, the Manager will through the website provide the Participants with information about:

- percentage of the Fund's assets for which special rules apply due to their illiquid nature
- any new rules for managing the liquidity of the Fund

- the risk profile of the Fund and the risk management systems with which the Manager controls these risks

## Changes in the investment policy

Any (proposed) changes in the investment policy will be announced as provided for in Section 16 of this Prospectus.

## Voting at meetings of shareholders of companies in which the Fund invests

The Manager is deemed to dispose of the shares held by the Depositary and the associated votes. In principle, the Manager will not exercise the voting rights carried by the shares held by the Fund. If it does do so, the Manager will vote in a manner that could facilitate the realisation of the Fund's investment objectives.

## Involvement Policy in relation to the companies in which the Fund invests

The Fund invests in volatility through several volatility strategies. Volatility is the primary investment for which equity is used as hedge to reduce the market risk. No investments are done on the basis of a fundamental analysis. The investment policy of the Fund is not aimed at the long term development of the companies in which it invests. Therefore, Mint Tower does not have an involvement policy.

## Integration of sustainability risks and effect on sustainability factors

As the Fund focuses primarily on essentially market-neutral strategies, as shown in this section, there is little to no directional risk. The strategies make money from the volatility and the relative price of the financial instruments, and not from the direction of these instruments. As a result of the virtually absence of directional risk, there are therefore no measurable exposures to sustainability risks, as described in the SFDR, present for the Fund. Logically, there is no measurable (probable) effect of sustainability risks, as also described in the SFDR, on the return of the Fund.

In addition, because of these market neutral positions, Mint Tower is not able to consider the adverse impacts of its decision-making process on the sustainability factors as defined in the SFDR in an accurate way. For example, if Mint Tower would buy or sell a certain equity, it will essentially only be done to hedge a derivative position. In the opinion of Mint Tower, the equity position is not to be looked at as an investment but as a pure hedge. The market neutral character makes it virtually impossible to measure that adverse impact of the investment in sustainability factors.

The investments underlying the Fund do not take into account the EU criteria for environmentally sustainable economic activities.

## 3. RISK FACTORS

### Introduction

The investment policy is focused on providing the Participants with a wide range of different financial instruments and a certain degree of risk control, but the risks cannot be ruled out. The investment policy can have negative effects on returns. Investing is not without risk. The value of the Units and the Fund's investments can go up and down. Past performance is no guarantee of future results. Holders of Units may get back less than they invested.

Any of the following risks have been ranked by the Manager on the basis of importance. This is determined on the basis of the size and relevance of the risk. The principal risks associated with investing in the Fund are as follows:

### Nature of the investment

Investing in the Fund involves a significant degree of risk and is suitable only for Participants who do not immediately need the capital they invest, and who can bear the risk of losing their investments fully or partially. There is no assurance that the Fund achieves its objectives. Nor is it certain that the investments of the Fund will be successful. The contents of this document or other information of the Manager, acting on behalf of the Fund, do not give assurance, expressly or implied, that the Fund will achieve its investment objectives. Debt-financed investments are inherently susceptible to revenue declines and cost increases. The return on investment in Units for the period of time between purchase and sale is not certain before the time of sale. No assurance can be given that the desired returns are actually achieved. The value of Units is dependent on the financial instruments invested in and on the choices made in the implementation of the investment policy.

### Risks of a general economic and political nature

The Fund's investments are subject to risks of a general economic nature, such as reduced economic activity, interest rate rises and increases in the price of commodities. The value of investments in the Fund may also be affected by political developments and terrorist activities.

Political risks and the potential impact of international crises and disasters are almost impossible to predict and can have a temporary or long-term negative impact on the prices and return. With sudden, violent price movements, it is not possible for the Manager to inform the Participants in advance. Newsletters and other periodic information are, in terms of time, normally too late and have no predictive value regarding violent market movements. The responsibility for obtaining updated information and possible advice lies with the individual Participant.

### Price risk

Investing in Units involves financial risks. Investors should be aware that the market price of the securities and financial instruments in which the Fund takes positions may fluctuate. Stock markets have generated good returns in the past (in certain periods). However, this provides no indication or guarantee for the future. The Fund's Net Asset Value may also be subject to fluctuations due to price fluctuations, which may mean that Unit holders will not recover their entire investment on termination of their participation in the Fund.

### Debtor risk

The risk that a debtor to the Fund, such as the issuer of a convertible bond, is unable to meet its obligations.

## Concentration risk

Under certain circumstances, the Fund can take concentrated positions. In such a case, this can lead to sharper fluctuations in the Net Asset Value of the Fund than if the investments had a broader spread.

## Liquidity risk of investments

The Fund will apply complex strategies. There is a risk that, if positions taken must be settled early, that will not prove to be possible for a reasonable price.

## Leverage effect

The Fund may invest borrowed money. This can generate higher profits, but also higher losses than if investments are not made with borrowed funds (the 'leverage effect'). Interest charges also arise.

## Counter-party risk

There is a risk that an issuing institution or counterparty (including the Prime Broker) will default on its obligations. The inability of one or more of the Prime Brokers to meet its obligations towards the Fund could result in a one hundred percent loss of the assets of the Fund.. By using several prime brokers per the performance of the investment policy the counterparty risk is spread out over several prime brokers.

## Settlement risk

This is the risk that settlement via a payment system does not take place as expected, because the payment or delivery of the financial instruments does not take place on time or as expected.

## Model risk

The Manager uses theoretical valuation models for the valuation of derivative products such as options and convertible bonds. There is a risk that these models will prove to be insufficient or not sufficiently accurate.

## Short Positions

In theory, the potential losses on short positions are unlimited, while the potential profits are limited to about the amount of the investment. By borrowing shares, the Fund will ensure that there is sufficient cover for the short positions taken at all times. The Fund issues surety for this, either in shares or in cash. This determines the maximum for which short positions can be taken.

## Derivatives

The Fund may make use of listed and unlisted derivatives (OTCs). These products can be extremely volatile, as a result of which their use can have a major impact (both positive and negative) on the value of the Fund.

## Dependence on key personnel

The success of the Fund is largely dependent on the skills and knowledge of the directors and employees of the Manager. No assurance can be given that the directors and employees of the Manager will remain active with the Fund during the lifetime of the Fund. The loss of key personnel could have a material adverse effect on the Fund.

## Legal risk

The Fund should comply with international and national rules and regulations which may change from time to time. There is a risk that the Fund might not comply with all these rules and regulations.

## Currency risk of the Fund

The Fund does not always hedge currency positions. Investments in currencies other than the euro can consequently cause both positive and negative fluctuations in the Net Asset Value of the Fund.

## Currency risk associated with non-Euro Units

As the administration of the Fund is the Euro, non-Euro Unit holders run a currency risk. The Manager will, normally once per month, use its best efforts to hedge this currency risk as fully as possible. However, there is no guarantee that this will always succeed exactly as:

- (i) The value at the end of the coming month of the applicable non-Euro Unit Category will have to be estimated at the time of hedging. The value can end up higher or lower than the estimated value.
- (ii) The market for doing currency transactions can be (temporarily) closed or disrupted; and
- (iii) Differences in interest rates between a currency and the Euro may occur which can result in differences in Net Asset Value of the applicable non-Euro Units and Euro Units.

## Securities lending risk

With regard to the lending of shares in the Fund's securities portfolio, there is a risk that the prime broker/clearing will not comply with its obligation to return the shares (on time).

## Risk of limited buying possibilities

Units can only be transferred to the Fund or to blood relatives in the direct line. In principle, the Fund is only required to buy back Units once a month, on a transaction day, and the Manager is authorised under exceptional circumstances to suspend buy-backs or to honour only part of the buy-back requests.

For I-Units a Transaction Day may also occur on the 10<sup>th</sup> or the 20<sup>th</sup> of a calendar month. Because of the more frequent liquidity the I – Unit holders could have an advantage with respect to holders of Ordinary Unit and G – Unit. The risk for these Participants is that when several intermediate request for redemption or liquidation of I - Units a gate could be enabled at the moment a buy back requests is sent by a holder of Ordinary Units or G – Units.

Also the Manager, who is able to participate through I – Units, has the opportunity of more frequent liquidity. If the Manager enters such a request the terms and conditions as in this Prospectus will apply (see Section 10 of this Prospectus).

## No control over the activities of the Fund

Participants have no control over the activities of the Fund. Potential investments and relevant economic, financial, business and other data used by the Manager in his investment decisions, do not lie at the discretion of the Participants. Except to the extent the Fund Documents provide otherwise, are exclusively entitled to the Manager and authorized to manage the activities of the Fund. This means that participants must participate solely in the Fund when they are willing to leave all aspects of the management of the Fund to the Manager.

## Service provider risk

The Manager deploys certain external service providers to perform some tasks. The default of a service provider can have a negative impact on the functioning of the Manager or the Fund, which can have a negative effect on the performance of the Fund.

## Risk of amendments in tax law and other legislation

This is the risk that the fiscal treatment of the Fund will change in a negative sense or that other legislation will be enacted that has a negative impact on the Fund and its Unit holders. No assurance can be given that the structure of the Fund or of an investment for a Participant is (or remains) fiscally friendly. Potential Participants are advised strongly to seek advice from their tax advisor with regard to their particular tax situation.

## Inflation risk

This is the risk that the spending power of the amount invested in the Fund can diminish in the event of inflation.

## Risk of loss of assets in custody

In the event of insolvency, negligence or fraudulent action on the part of the Depositary, the legal owner or the prime broker/clearing, there is a risk of the loss of the assets given into custody.

## Performance fee

The fact that the remuneration of the Manager is based partly on the rise of the Net Asset Value of a Unit Class and/or Series, can be an incentive for the Manager to make speculative Fund investment.

## Conflicting interests

Participants should be aware that situations can arise where the Manager, key personnel and/or affiliates in connection with the investment activities of the Fund are faced with a potential conflict of interest

## Indemnification

The Manager, the Legal Owner and their affiliates shall be indemnified by the Fund and indemnified for liability in connection with the Fund. Others may also be indemnified by the Fund. This liability can be substantial and have a negative impact on returns to investors in the Fund. The indemnification obligations of the Fund are borne by the assets of the Fund.

## Market Making

For the execution of the investment policy, Mint Tower may enter into agreements with trading venues to perform market making activities. To enter into such an agreement usually a membership with the trading venue is required. These market making agreements include minimum obligations which Mint Tower should meet to perform these activities. The minimum obligations to be met by Mint Tower in terms of presence, size and spread shall require at least posting firm, simultaneous two-way quotes of comparable size and competitive prices in at least one financial instrument on the trading venue for at least 50% of daily hours of during which continuous trading takes place. A conflict of interest might occur between the Manager and the Fund as a result of the Managers quoting obligations that could result in positions for the Fund. In certain market circumstances

this could have a negative impact on the results of the fund. Further, these agreements contain certain obligations related to the resumption of trading after volatility interruptions. The Manager enters into the obligations for account and risk of the Fund. In extreme market circumstances, these obligations could have a negative impact on the results of the Fund. By only allocating a small percentage of the assets under management for market making activities the impact of these risks for the Fund will be limited.

## **Algorithmic Trading**

Algorithmic trading means trading in financial instruments where a computer algorithm automatically determines individual parameters of orders. For the execution of the investment policy, the manager may use algorithmic trading. Unit holders should be aware that algorithmic trading contains risks related to the hardware and the software of the trading systems. Realisation of these risks could result in disorderly market conditions that could have a negative impact on the result of the Fund.

## **No dividend payments**

Given the purpose of the Fund is not expected that there will be dividend payments. The realized capital gains are reinvested.

## **Forward-looking statements**

All statements in this Prospectus constitute forward-looking statements except statements about historical facts. Where words such as believe, will, expect, assume, estimate, forecast and similar expressions are used, it is a forward-looking statement. These forward-looking statements are based on information available at this time to the Manager and which involve a number of risks, uncertainties and other factors that could cause actual results, performance, prospects or opportunities to differ materially from what is stated explicitly or implicitly in these forward-looking statements. When these risks, uncertainties and other factors should be considered for example to changes in economic, political and social climate, regulatory changes by the government, technological changes and the development of new technology, currency fluctuations, competition and the availability and use of capital and the associated conditions. When one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, projected or estimated results.



## 4. THE MANAGER

### The Manager

The Manager of the Fund is Mint Tower Capital Management B.V., registered in Lunteren with its office at Beursplein 5, 1012 JW Amsterdam. The Manager was incorporated for an indefinite term on 2 September 2010 and is registered in the Trade Register for Central Netherlands under number 50740571. The Manager's Articles of Association are available for inspection at its offices, are posted on the Website and will be sent to Unit holders free of charge on request.

### WFT licence

The Manager holds a license within the meaning of Section 2:65 Wft. The Manager therefore falls under the supervision of the AFM and DNB.

Pursuant to Article 1: 102, second paragraph, of the Wft, the license is limited to acting as manager within the meaning of Section 1: 1 Wft of hedge fund investment companies.

### Board of the Manager

Because most of the executive tasks are outsourced to the Administrator and the Prime Broker/Clearing (determination of the Net Asset Value, Unit holders administration and settlement of transactions), the Manager can focus fully on implementing the investment policy. This takes place by the persons described below, who work according to a certain allocation of tasks.

The Manager's Board consists of:

#### *Drs. W.F. Sinia, CFA, FRM (1970)*

Wilrik Sinia began his career as a stockbroker at Bank Labouchere in 1995. After graduating, he became a management trainee at ABN AMRO in 1997. After a brief period as a technical analyst and a training course at the ABN AMRO Academy, he began work as a sales advisor. He was involved here, among other things, with the restructuring of loan portfolios and sales of interest derivatives.

In 2000 he moved to the Convertible Arbitrage desk, the ABN AMRO department where arbitrage trading took place at the bank's own risk and expense. Here he concentrated on the interest trade, among other things. In 2001, he was also assigned responsibility for the Global Swap Book, in which all interest risks of the Equity Division were concentrated. In 2003, he became Co-Head of the desk and was co-responsible for the transformation of this department in the Principal Strategies Group, which managed the trading positions in the Equities division (in particular in relation to volatility arbitrage, credits and convertible arbitrage).

After the takeover of ABN AMRO, he worked in the same job for Royal Bank of Scotland until 2009, before starting the formation of Mint Tower Capital Management in 2010.

Sinia graduated in macro-economics from the Erasmus University and is a Chartered Financial Analyst (CFA) and Financial Risk Manager (FRM).

**R. Heusen (1973)**

Ramon Heusen has worked in the financial sector since 1993. He started his career at ABN AMRO with a two-year traineeship in various departments and locations in the retail network. He became a branch Manager at the age of 23. He then transferred to Private Banking as a sales trader in the Trading & Institutional department. Here he advised wealthy active investors on securities including derivatives, shares and bonds.

In 1999, he continued his career at ABN AMRO in the Investment Bank, acting as a market maker in equity derivatives (options) on the Amsterdam Options Exchange. He was responsible here for issuing prices in the technology sector and maintaining proprietary positions for the bank (positions for the bank's own risk and expense).

He was appointed as a senior trader on the Convertible Arbitrage desk in 2001, becoming Co-Head of this desk in 2003. After a successful start, he was assigned responsibility for the transformation of this desk into the Principal Strategies Group, which managed the proprietary positions in ABN AMRO's Equities division (particularly in the fields of volatility arbitrage, credits and convertible arbitrage). Heusen was appointed Executive Director in 2007.

After the takeover of ABN AMRO, Heusen worked for Royal Bank of Scotland in the same position until 2009, before starting the formation of Mint Tower Capital Management in 2010.

**J.P. Hoedemaekers (1973)**

Joris Hoedemaekers has worked in the financial sector since 1996. He began his career as an Investment Bank trainee at ABN AMRO. He then became a convertible bond market maker, later also being assigned responsibility for the management of warrants issued by ABN AMRO.

He started work in 1999 on the Convertible Arbitrage desk, the ABN AMRO desk that conducted proprietary arbitrage trading. This department initially focused on the European market and after a successful start, also on the US market.

From 2003 to the end of 2009, Hoedemaekers worked for the Oasis Capital hedge fund. He set up the European and American trading activities there and then managed the trading team. At Oasis, his team was primarily active in the convertible bond market, but also traded a number of other strategies successfully. Hoedemaekers graduated in Economics and Administration in Arnhem in 1995.

**Mr. M. Voogel (1973)**

Marcel Voogel has worked in the financial sector since 1996. After working as an account Manager for corporate clients at ING Bank, he began as a management trainee at ABN AMRO in 1997. Following an internal training course at the ABN AMRO Academy, he began work as a market maker in share derivatives (options) on the Amsterdam Options Exchange in 1998. Here he was responsible for issuing prices in the various share funds and for maintaining proprietary positions for ABN AMRO.

After the options trading floor on the Amsterdam Exchange was closed, he continued his trading activities from the ABN AMRO head office. In the years from 2001 to 2005, he held various positions in the Global Equities Derivatives Department, in all cases involving ABN AMRO proprietary trading positions.

He began working in the Principal Strategies Group, which managed the trading positions in the Equities division in relation to volatility arbitrage, credits and convertible arbitrage, in July 2005. Within that global team, he was responsible for voluntary arbitrage (share and index options in particular) and was Co-Head of the team in Amsterdam. He was appointed Senior Vice President in 2007.

After the takeover of ABN AMRO, he worked for Royal Bank of Scotland in the same position until 2009, before starting the formation of Mint Tower Capital Management in 2010. Voogel graduated in financial economics and tax law at the VU University in Amsterdam.

The above daily policy makers of Mint Tower are tested for reliability and suitability. (Article 4: 9 and 4: 10 Wft)

## Other activities of the Manager

At the time of the publication of this Prospectus, the Manager did not manage any other investment institutions.

## Liability of the Manager

The Manager is only liable with respect to the Unit holders for the damage suffered by them, if and insofar as the damage is due to intention or gross negligence on the part of the Manager. There will be no question of transfer of liability of the Manager to the Prime Broker / Clearing.

## Equity, covering the professional liability risk

The Manager has the equity required under the Wft. In addition, a professional liability insurance can be used by the Manager in accordance with Article 15 Implementing Regulation.

## The Manager's annual report and half-year report

The Manager holds the equity required pursuant to the WFT. The Manager's annual report will be available for inspection at the Manager's offices within six (6) months of the end of the calendar year, where a copy may be obtained free of charge, and will be placed on the Website. The half-year report will be available for inspection at the Manager's offices within nine (9) weeks of 30 June, where a copy may be obtained free of charge, and will be placed on the Website.

## Retirement of the Manager

If the Manager wishes to cease its management, it must announce its intention to do so to the Unit holders at least ninety (90) days in advance and simultaneously convene a meeting of Unit holders. This meeting may decide to appoint another Manager or to dissolve the Fund. If dissolution is not chosen but, two (2) months after the meeting, a successor Manager has still not been appointed, the Fund shall be automatically dissolved, unless the meeting of Unit holders decides to extend that period. In the event of dissolution, the Fund will be settled by a liquidator designated on the proposal of the Legal Owner, in accordance with the provisions of section 14 of this Prospectus.

The Manager will cease to act as Manager:

- a) at the time of discharge of the Manager;
- b) as a result of voluntarily stepping down;
- c) as a result of its bankruptcy becoming irrevocable, or if it loses free disposal of its assets in any manner, including being granted a moratorium on payments;

If the Manager wishes to or has to cease its management activities, within four (4) weeks of this fact becoming clear the Legal Owner will convene a meeting of Unit holders to appoint a successor as Manager. (If the Manager loses its role and no successor has been designated, the Legal Owner shall appoint an interim Manager who shall undertake the management until such time as the meeting of Unit holders has appointed a new Manager.)

## Related parties and conflicts of interest

At the time of the date specified on the cover page of this Prospectus the Manager is not affiliated to third parties to the Fund. For current information on existing affiliates refer to the annual reports.

The meeting of Participants will play an important role in resolving conflicts of interest that have not been made public or have been identified by the Manager, provided that, except with the prior approval of a simple majority of the Unit Holders, the Fund:

- will not enter into direct transactions with the Manager, the Legal Owner, the Depositary or any of their affiliates;
- will not enter into direct transactions with the Manager subject to the terms and conditions reflected in the Prospectus; or
- will not trade under non-market terms.

The Fund may invest in vehicles affiliated with the Manager, the Legal Owner or Custodian affiliates and other investment vehicles affiliated with the Manager, the Legal Owner or Custodian or managed by the Manager, the Legal Owner or Custodian affiliates, under the conditions as apply under the fund documents of the relevant investment. Valuation by one or more parties involved in the transaction / investment is possible.

## Outsourcing core tasks

The administration of the Fund (including the participants Administration) is conducted by the Administrator to whom also the calculation of the Net Asset Value has been outsourced. The Administrator performs only an administrative and executive role on behalf of the Fund and is not responsible for implementing the investment policy. The Manager will not delegate portfolio management and risk management functions with respect to the Fund to third parties. It is expected that no potential conflicts of interest will arise between the Manager and the Administrator.

## Remuneration Policy

The Manager should comply with the Remuneration Policy. The Remuneration Policy clearly stipulates the risks that are incorporated within certain forms of remuneration and which mitigating measures are taken to avoid to give effect to such risks. The Remuneration Policy is approved and signed by the Board.

The Remuneration Policy is aimed at discouraging all risks that are incompatible with the risk profile, the rules and regulations of the Fund. The Remuneration Policy is in line with the business strategy, objectives, values and interest of the Manager and the Fund and contains measures to prevent conflicts of interest. The Remuneration Policy applies to staff that potentially has an impact on the risk profile of the Manager or the Fund and ensures that no

person will be involved in determining or approval of his or her own remuneration. The granting of a variable remuneration to a staff members is the discretion of the Board.

All Board members are also shareholders of the Manager, all through a holding company. All receive a fixed salary. Only if the results allow a dividend may be distributed to the holding companies of the Board members. This includes that in all circumstances the regulatory capital of the Fund will be met.

The Remuneration Policy is available on the Website. On request a copy of the Remuneration Policy can be received free of charge.

## 5. THE DEPOSITARY, THE LEGAL OWNER AND THE CUSTODIAN

### A. The Depositary

#### The Depositary

The Depositary is registered at Hoogoorddreef 15, 1101 BA Amsterdam. It was incorporated for an indefinite term on 23 October 2013 and is registered in the Trade Register under number 59062576.

#### Board of the Depositary

The managing board of IQ EQ Depositary B.V. consists of:

- C. R. A. van Houtven
- S. de Kort

#### Tasks of the Depositary

The Depositary must represent the interests of the Unit holders. Its main tasks and powers are:

- Holding in custody the financial instruments of the Funds as referred to in Article 21 (8a) AIFMD;
- Verifying the ownership of the other assets as referred to in Article 21 (8b) AIFMD and correctly recording them;
- Checking whether the Manager is adhering to the investment policy set forth in the Prospectus;
- Checking that the cash flows of the Fund are in accordance with the provisions of the applicable regulations and the Prospectus;
- Checking whether, in transactions involving assets of the Fund, the counter-performance is paid to the Fund within the usual periods;
- Checking whether the Fund's revenues are being appropriated in accordance with the applicable regulations and the Prospectus;
- Checking whether the calculation of the Net Asset Value of the Units is in accordance with the applicable regulations and the Prospectus;
- Checking whether Unit holders are receiving the correct number of Units upon issue and whether buy-backs and issues are being settled correctly.

The Depositary may only outsource the custody tasks.

#### Powers of the Depositary

If, in the performance of its tasks, the Depositary ascertains that the Prospectus has been breached, the Depositary may instruct the Manager, where possible, to eliminate the negative impact on the Fund. Unless the limitation of the Manager's liability as stated in section 4 applies, the costs of reversal (and any profit or loss made on that) are for the Manager's account.

The Depositary must follow the instructions of the Manager, unless these are contrary to the law or the Prospectus.

## Depositary agreement

The Manager and the Depositary have concluded a Depositary agreement setting out the tasks of the Depositary and establishing the manner in which the Manager must enable the Depositary to properly exercise the tasks of a Depositary. This agreement is available for inspection on the Website. Copies of the agreement will be provided upon request and free of charge.

## Equity of the Depositary, annual report of the Depositary, Articles of Association

The Depositary has the equity required pursuant to the Financial Supervision Act (WFT). The Depositary's financial year is equal to the calendar year. The annual report and annual financial statements are drawn up within six (6) months of the end of each financial year, audited by an auditor and filed with the Chamber of Commerce. The Articles of Association of the Depositary are available for inspection at the offices of the Depositary. A copy shall be sent to Unit holders free of charge on request and the Articles of Association are also on the Website. The same applies to the latest financial statements of the Depositary.

## Liability of the Depositary

Under Dutch law, the Depositary is liable with respect to the Fund and the Unit holders for the damages suffered by Unit holders as a consequence of:

- (i) The loss of financial instruments that can be taken into safe custody, as referred to in Article 21 (8a) AIFMD (unless the Depositary can demonstrate that the loss is attributable to an external event over which it cannot reasonably exert any control and the consequences of which were immediate, despite every effort to prevent them)
- (ii) Inadequate compliance with its obligations, due to acting with intent or negligently.

In case of liability on the part of the Depositary, the Depositary must compensate the Fund for the damages suffered. If it does not do so, the Unit holders are themselves entitled to make a claim against the Depositary.

A claim must be made in writing to the Manager, who will then (for the account and risk of the Fund) take the necessary action against the Depositary. If the Manager reaches the conclusion that the Depositary is not liable, it will inform the Unit holders accordingly, in writing. Unit holders who do not agree with that opinion are entitled (for their own account and risk) to make a claim against the Depositary. If, for whatever reason, the Manager does not take the requested measures against the Depositary, or does not do so adequately or with sufficient diligence, the Unit holders will be entitled to take those measures themselves.

Provided the requirements set out in Article 23 (13) AIFMD are met, the Manager may transfer liability for the loss of financial instruments to a Depositary provided (i) this is agreed in writing with the Manager in the case in question and (ii) the Depositary concerned accepts liability with respect to the Unit holders for the loss of financial instruments held in its custody.

The Fund, the Manager and the Unit holders may only claim from the equity of the Depositary and not from the assets that the Depositary holds in its name on behalf of other investment institutions.

There will be no transfer of liability of the Depositary to the Prime Broker / Clearing.

## Depositary not affiliated to the Manager

The Depositary is not affiliated to the Manager in any way. This assures its independence in relation to the Manager.

## Conflicts of interest

With regard to the delegation of its custody tasks to the Custodian, the Depositary and the Custodian will conclude a custody agreement in which this delegation is regulated. In addition, a new agreement will be drawn up between the Prime Broker / Clearing and the Manager that the Depositary shall sign "for acknowledgment". The Depositary hereby takes an independent position. This seeks to ensure that the agreements with the Custodian and Prime Broker / Clearing do not contain contradictory rules and that no conflicts of interest may arise between the parties involved.

## Retirement of the Depositary

If the Depositary has announced its intention to cease acting as depositary or the Manager has established that the Depositary is no longer able to perform the depositary tasks, the Manager will appoint a new depositary as swiftly as possible.

If it does not do so within three (3) months, the Fund shall be automatically dissolved, unless the meeting of Unit holders decides to extend this period.

In the event of dissolution, the Fund will be settled in accordance with the provisions of section 14 of this Prospectus.

## B. THE LEGAL OWNER

### The Legal Owner

The Legal Owner is established at Basisweg 10, 1043 AP Amsterdam. It was incorporated for an indefinite term on 19 August 2010 and is registered in the Trade Register under number 50631152.

The sole objective of the Legal Owner, according to its Articles of Association, is to act on behalf of the Unit holders as the legal owner of the assets and liabilities of the Fund.

### Board of the Legal Owner

The board of the Legal Owner is formed by Intertrust (Netherlands) B.V., which is registered with the Chamber of Commerce under number 33144202.

### Legal Owner of the assets of the Fund

The Legal Owner is the legal owner of all the assets belonging to the Fund. All the assets that currently form part or will form part of the Fund are or will be acquired in its own name by the Legal Owner, for the account and risk of the Unit holders. In its safe custody role, the Legal Owner acts solely in the interests of Unit holders. The Legal Owner:

- (i) may only dispose of the assets of the Fund jointly with the Manager and the Depositary;
- (ii) will authorize the Manager to dispose of the assets of the Fund as part of its routine



management activities.

## Legal holder of the obligations of the Fund

Obligations that currently form or will form part of the Fund are, or will be, assumed in the name of the Legal Owner, with express mention of the fact that the Legal Owner is acting on behalf of the Fund. The Legal Owner cannot represent the Unit holders.

## Liability

The Legal Owner is only liable for the damage suffered by Unit holders if and to the extent that the damage is the consequence of the Legal Owner's failure to properly fulfil its obligations, having acted with intent or gross negligence.

## C. THE CUSTODIAN

### Task of the Custodian

The Custodian is entrusted by the Depositary, with the Manager's consent, with the safe custody of the financial instruments of the Fund.

### Information about the Custodian

See section 6 of this Prospectus "*The Administrator and the Prime Broker/Clearing*".

## 6. THE ADMINISTRATOR, THE PRIME BROKER/CLEARING AND TRADING VENUES

### A. THE ADMINISTRATOR

The Manager has appointed Apex Fund Services (Netherlands) B.V. as the Administrator of the Fund. On the basis of the administration contract signed by the Administrator and the Manager, which complies with the applicable regulatory requirements, the Administrator is responsible, under the supervision of the Manager, for:

- Maintaining the register of Unit holders;
- Administrative processing of the issue and buy-back of Units;
- Preparation and conducting the investment accounts and the financial administration of the Fund;
- Regular calculation of the Net Asset Value of the Fund and of the Units;
- Preparing the (semi) annual accounts
- Preparing several reports for regulatory reporting requirements (i.a. Annex IV)

The Administrator also performs the work outsourced to it by the Manager.

The Administrator shall not supervise the (accuracy of) any investment decisions and their influence on the Fund's performance in any way or in any circumstances.

### B. PRIME BROKER/CLEARING

The Fund uses the services of several Prime Brokers. The rationale behind this decision is mainly on the basis of the following points. First, the Fund will be able to apply a better risk diversification on its portfolio. Second, this will result on lower costs because a decision can be made *inter alia* based on the most favourable cost figure. Further the use of several Prime Brokers gives more investment opportunities to the Fund.

The following entities are the Prime Broker/Clearing for the Fund:

- AACB, a worldwide clearing bank for financial trading platforms with offices in *inter alia* Amsterdam and Frankfurt;
- JPM, a worldwide prime broker with offices in *inter alia* London, New York and Chicago; and
- BNP, with offices in Paris and offers worldwide prime broker services.

The Fund trades directly on the relevant exchanges, under the responsibility of one of the Prime Brokers or on its own responsibility as a member of the relevant trading venues. To avoid conflicts of interest mitigating measures have been taken between the Fund and the Prime Broker/Clearing.

The Prime Brokers may give direct market access, provide for the settlement of the transactions conducted and the lending of securities in order that short transactions may be effected and arranges the provision of credit (leverage).

The most important arrangements between the Fund and the Prime Brokers / Clearing are as follows:

- access to markets;
- clearing and settlement activities;
- entering into Over The Counter contracts for the account and risk of the Fund;
- lending; and
- securities lending.

The Prime Broker / Clearing carries out the directions and instructions of the Fund, unless they conflict with the law or any of the agreements with the Prime Broker/Clearing.

The Fund has pledged all its assets held by the Prime Brokers / Clearing as security for its obligations (out of underwritten transactions or otherwise).

The Prime Broker/Clearing is only liable for damage suffered by the Fund, if and insofar the damage is the result of wilful misconduct, gross negligence or fraud of the Prime Broker/Clearing.

It is expected that no potential conflicts of interest will arise between the Manager / Fund and the Prime Brokers/Clearing.

When selecting and appointing a prime broker the Manager shall exercise all care and diligence before entering into an agreement and on an ongoing basis thereafter taking into account the full range and quality of their services.

By selecting counterparties for over the counter derivatives transactions, securities lending or repurchase agreements the Manager explicitly determines if these counterparties are under the continuous regulatory supervision, are financially sound, have a credit rating of recognized agency (inter alia Moody's, S&P or Fitch) or at least BB and have a solid governance structure and the resources to offer the services to Mint Tower as it's supposed to. Therefor Mint Tower only does business with counterparties that possess a MiFID (or equivalent) license.

## C. TRADING VENUES

The Manager has memberships with several trading venues. As member of these trading platforms the Manager has direct market access. The trades performed by the Manager through these membership are not proprietary trades for the Manager itself but are solely done on behalf of the Fund.

The rationale behind these memberships is to lower the transaction costs for the strategies of Mint Tower, thereby optimizing investment performance. The memberships contain costs; inter alia trading fees and connectivity costs. These costs are significantly lower than the benefits for the Fund as a result of the lower transaction costs. As such, the memberships result in a cost reduction for the Fund.

Through the memberships, the Manager may act as a market maker on the applicable trading venues. To perform these activities the Manager may enter into market making agreements with trading venues that contain quoting obligations for certain financial instruments. The Manager does not perform these obligations for its own account but solely for the risk and account of the Fund.

The rationale behind the market making activities is to further lower the transaction costs of the Fund. The market making activities contain obligations for the Fund. Oppose to these obligations as a result of the market making activities a significant cost reduction is achieved for the Fund. By only using a small percentage of the Funds its assets the risks related to these activities are limited.

## 7. UNIT HOLDERS, REGISTER, MEETINGS

### A. UNIT HOLDERS

#### Rights of Unit holders to the equity of the Fund

Each Unit holder is economically entitled to a Unit class and/or Series in proportion to the number of Units he or she holds in therein.

#### Liability of Unit holders

The acquisition of Units only creates rights and obligations for the Unit holder with respect to the Fund and not with respect to the other Unit holders. Unit holders are not liable for the obligations of the Manager, the Depositary, or the Legal Owner, nor are they liable for any losses of the Unit category, to the extent that these exceed the amount paid up or still to be paid for their Units.

#### Equal treatment of Unit holders

The Fund will treat Unit holders the same manner in comparable situations.

#### Fair treatment of Unit holders

In every decision affecting the Fund, the Manager will always consider whether the repercussions of the decision are unfair to Unit holders, in light of the content of the Prospectus and what, based on the Prospectus and the applicable regulations, the Unit holders may reasonably expect.

#### Complaints

In case of a complaint about the Fund, the Manager, the Legal Owner or a service provider of the Fund, the complaint may be submitted in writing (or by e-mail) to the Manager. The Manager will acknowledge receipt within five (5) working days and indicate how the complaint will be handled.

### B. REGISTER OF UNIT HOLDERS

The Administrator maintains a register on behalf of the Manager, in electronic form or another form, containing the names and addresses of the Unit holders, as amended from time to time (the “register”). For each Unit holder, the register will state: (i) the number of Units that they hold; (ii) the relevant Series; (iii) the currency of the Units and whether they are Ordinary Units, I - Units or G - Units; (iv) the bank account number of the Unit holder in which the Unit holder wishes to receive payments from the Fund. The bank account must be held at a credit institution established and statutory seated in a member state of the European Union, the European Economic Area or an equivalent country (as described in the Money Laundering and Terrorism Financing Act).

Unit holders shall immediately notify the Administrator of every change in the details referred to above. The register is updated by the Manager after every issue and buy-back of Units.

A Unit holder may request a signed copy of the register from the Manager, free of charge, but only to the extent that this concerns the Unit holder’s own registration.

Payments credited by the Fund to the bank account listed in the register pursuant to these conditions relieve the Fund of its obligation and the Unit holder hereby discharges the Fund for this in advance.

## C. MEETINGS

### Meetings

A meeting of Unit holders is held at the request of the Manager.

### Convention, agenda, location of meeting

Meetings of Unit holders are convened and the agenda for the meeting is set by the Manager. Notices convening meetings shall be issued no later than on the fifteenth day prior to that of the meeting, mentioning the business on the agenda.

The Board of the Manager and the Legal Owner shall be invited to attend meetings of Unit holders and have the right to address the meeting. The auditors may be invited to attend the meeting of Unit holders by the Manager or the Legal owner.

The chairman may also permit third parties to attend the meeting, or a part thereof, and to address the meeting.

Meetings shall be convened in the Netherlands at a location to be determined by the Manager. If the regulations concerning the convention and location of meetings are not observed, valid resolutions may nevertheless be carried, provided that all Unit holders: (i) are in attendance or are represented at the meeting; and (ii) the resolution is carried unanimously.

### Chairing the meeting

Meetings of Unit holders shall be chaired by a managing director of the Manager. If none of the managing directors of the Manager are in attendance, the meeting shall appoint its own chairman. The chairman of the meeting shall appoint a secretary.

### Voting right, representation

Each Unit carries the right to cast one vote. Resolutions of the meeting of Unit holders are carried by an absolute majority of the votes cast. Blank votes and invalid votes are deemed not to have been cast. If votes are tied, the chairman of the meeting has a deciding vote. The chairman of the meeting determines the voting method.

A Unit holder may be represented by proxy at the meeting, issued in writing.

### Reporting

The secretary of that meeting keeps minutes. Minutes shall be approved and signed in evidence thereof by the chairman and the secretary of the relevant meeting.

## 8. DETERMINATION OF NET ASSET VALUE

### Unit categories

The Fund is divided into Unit Categories: the Ordinary Unit Category in Euro, Shekel, Pound Sterling, Swiss Franc and US-dollar, the I - Unit Category in Euro, Swiss Franc, Pound Sterling and US-dollar and the G – Unit Category in Euro, US-dollar and Swiss Franc.

The Net Asset Value for each Unit Category and/or Series is determined by dividing the Net Asset Value of the Unit Category and/or Series by the amount of Units in the Unit Category and/or Series at the determination date. A Net Asset Value will be determined for every Unit Category or Serie.

### Monthly determination Net Asset Value

In principle, the Manager determines the Net Asset Value no later than five (5) working days after each Transaction day, on the basis of the Administrator's calculations, and then posts this on a section of the Website that is accessible to Unit holders. The determination is performed by dividing the value of the assets in each Series, including the net revenue and expenditure, less the obligations, by the number of Units outstanding. In determining this value, account will be taken of pre-paid expenses, costs due (but not yet paid), a reserve for the management and performance fee, interest receivable and other receivables.

### Valuation of securities, other assets and liabilities

Assets and liabilities are valued as follows:

- Listed securities are valued at the latest official market price (closing price) on the valuation date (or, if a stock exchange was closed at that time, the date prior to that on which the stock exchange was open). For these purposes, the price achieved in professional Over The Counter (OTC) trading may be chosen if this is different to the market price. Furthermore, if a financial instrument is used to hedge a financial instrument trading in a different time zone, instead of the closing price for that instrument, the price at the time of the closing price for the hedged instrument may be used;
- Cash and deposits that can be withdrawn without delay are shown at face value;
- In the absence of a market price, the Manager values all other investments on the basis of generally accepted valuation principles ("fair value");
- Assets and liabilities in foreign currencies are converted into euros at the latest exchange rate on the valuation date;
- Other assets and liabilities are shown at face value.

On behalf of the Fund, the Manager determined appropriate and consistent procedures for an accurate and independent valuation of the assets of the Fund. Within the Manager, the valuation task is independent from portfolio management and (the execution of) the remuneration policy. The Administrator values the assets of the Fund. The Manager ultimately determines the valuation.

### Determination of result

The result attributed to a Unit category and/or Series is determined by adding the realised and unrealised price results relating to investments, the revenue from the cash dividend declared in the

past month and the interest for the period between the valuation date and the previous valuation date, less the costs attributable to that month. Income and expenditure are recognised in the period to which they relate. The costs and revenue of hedging the currency risk of the non-Euro Units are attributed to the relevant Unit category.

## Suspension of determination of Net Asset Value

The Manager may temporarily suspend determination of the Net Asset Value in cases including the following:

- One or more stock exchanges or markets on which a substantial proportion of the Fund's investments are listed or are traded are closed, or trade in the Fund's investments is limited or suspended;
- Circumstances arise (beyond the Manager's control) that directly or indirectly relate to the political, economic, military or monetary situation that obstruct the determination of the value of the Fund;
- The means of communication or calculation facilities normally used to determine the value of the Fund no longer function, or the value cannot be determined with the speed or accuracy required by the Manager for another reason;
- According to the Manager, there is an emergency situation as a result of which it is not efficient or is not possible to dispose of or value the investments without serious harm to the interests of the Unit holders.

## Compensation of Unit holders in the event of incorrect determination of the Net Asset Value

If the Net Asset Value of a Unit category and/or Series proves to have been determined incorrectly, the Administrator will recalculate the Net Asset Value and (in the case of a purchase against an incorrect Net Asset Value) change the number of Participations accordingly. The Fund will then compensate Unit holders who sold Units (which are judged to have sold against a too low Net Asset Value), respectively, the remaining Unit holders in that Unit category and/or Series who suffer disadvantage (because outgoing Unit holders in that Unit category and/or Series sold against too high a Net Asset Value) and compensate for damages actually suffered if:

- The error was made by the Manager or the Administrator;
- The difference between the Net Asset Value used and the correct Net Asset Value is more than 1%; and
- The loss to the relevant Unit holder amounts to at least € 250.

Should the Fund not be able to reclaim the amount overpaid to Unit holders who exited a Unit category and/or Series, then the Administrator will compensate the remaining Unit holders in this Unit category and/or Series by paying the amount into the Unit category and/or Series (provided that all the conditions above are met).



## 9. ISSUE AND CONVERSION OF UNITS

### ISSUE OF UNITS

#### Minimum investment

The minimum initial investment for the Ordinary Units in the Euro Unit Category is € 100,000. For non-Euro Unit Categories the minimum investment is the equivalent of € 100,000 in the relevant currency. Subsequent investments must amount to at least € 2,500 for the Euro Unit category or the equivalent in the relevant Unit Category.

#### Ordinary Units

Ordinary Units are only issued to Participants that participate for at least 100,000 Euro in the Fund.

#### I – Units

I – Units are only issued to:

- Asset Managers who invest a minimum of € 10 million (or the equivalent in US-Dollars) in the Fund; and
- Mint Tower Capital Management B.V.

#### G – Units

G – Units are only issued to:

- Financial Institutions, endowment funds and family offices who invest a minimum of € 25 million (or the equivalent in US-Dollars) in the Fund; and
- Employees of Mint Tower Capital Management B.V.

The Manager is at all times entitled to accept or reject a request to issue Units in a certain Unit Category without providing reasons.

#### Issue

The Fund will issue new Units on each Transaction date (identified by the number, date of issue and whether these are Ordinary Units, -Units, I - Units or G - Units). Units will be issued at the Net Asset Value of € 100 per Unit (in the case of the Euro Unit category) or the counter value in the relevant Unit Category, with a reduction in the subscription amount by a maximum of 1%. A portion of this amounting to 0.25% of the subscription charge (the ‘cost surcharge’) will accrue to the Fund (to cover the transaction and entry costs to be incurred by the Fund in connection with the entry). The remainder, to a maximum of 0.75%, is the fee due to the Manager for the issue (the ‘entry fee’). The cost surcharge and entry fee are settled with the amount paid by the Unit holder.

## Issue request (at least five days prior to the Transaction date), form

Requests to issue Units must be received by the Administrator at least five working days prior to the envisaged Transaction date. A special form must be used for the request. This is available via the Website. The issue request must state the amount in the relevant currency for which an issue is requested. By signing a request for the issue of Units, the Unit holder agrees to be bound by the content of the Prospectus.

## Payment (at least three working days prior to the Transaction date)

Payments for Units may be made only from a current account in the Unit holder's name at a regulated credit institution domiciled in a member state of the European Union, the European Economic Area or another state for which derived identification is permitted pursuant to the Money Laundering and Terrorist Financing Act. Payments must be credited to the Legal Owner's account at least three working days prior to the issue. No interest is paid for the period between the payment and the issue of the Units. The interest received accrues to the Fund.

## Consequences of payments or issue requests that are not received on time

If an issue request or the payment is not received in good time prior to the Transaction date, the issue will be suspended until the next Transaction date. Nevertheless, the Manager has the right in that case, but no obligation, to allow the issue of the Units to take place on the envisaged Transaction date if both the issue request and the payment are received before that Transaction date.

## Determination of number of Units to be issued, fractions

The number of Units issued is equal to:

- The amount paid, less the cost surcharge and entry fee due (totalling a maximum of 1%), divided by Series: 100 Euro (in case of the Euro Unit category) or the counter value in the relevant Unit Category.
- Unit Category; the net asset value per Unit of the applicable Unit Category.

Fractions of Units may be issued (to a maximum of four decimal points).

## Confirmation

The Administrator will send the Unit holder confirmation of the number of Units assigned in the relevant Unit category and/or Series (accurate to a maximum of four decimal points) within five working days after the determination of the net asset value of the applicable Transaction date.

## Suspension or rejection of issue requests

The Manager may reject or suspend issue requests, in full or in part, if:

- a. The determination of the Net Asset Value has been suspended;
- b. The Manager is of the opinion that the issue would infringe a statutory provision;
- c. In the opinion of the Manager, the application of the statutory 'Customer Due Diligence' procedure gives cause for this;

- d. The Manager takes the view that (i) assignment of Units can reasonably be expected to lead to disproportionate harm to the interests of the existing Unit holders or (ii) in view of the market conditions, investment of the amount to be received through the allocation of Units is unwarranted or impossible;
- e. A decision has been taken to liquidate the Fund.

The Manager also has the right at all times to refuse an issue request in individual cases, without stating the reasons. If an issue request is rejected, the Manager will notify the relevant legal or natural person thereof within a reasonable term and in that case, any funds already received will be returned immediately.

## Discontinuation of issues due to the size of the Fund ('soft close' and 'hard close')

If the Manager takes the view that a further increase in the size of the Fund will lead to reduced returns or an undesirably high cash position, the Manager may decide to reject requests to issue Units for a period to be determined by the Manager. Issuance to existing Unit holders will remain possible ('soft close').

If the Fund still grows too much despite the soft close, it may be decided not to honor issue requests from existing Unit holders ('hard close'). In both cases, the redemption of Units is not suspended.

## CONVERSION OF UNITS

### Background: performance fee and high watermark

The Manager is entitled to a performance fee of 20% (in the case of Ordinary Units) or 15% (in the case of I - Units and G - Units) of the increase in the Net Asset Value of a Unit Category and/or Series above in the past achieved highest Net Asset Value (the "High Water Mark"). The use of a High Water Mark is designed to ensure that Unit holders do not pay a performance fee if previous losses on those Units have not yet been recovered through an increase in their value. To reduce imbalances for individual Unit holders or the Manager the performance fee is calculated by the Administrator in accordance with a certain method. This method is the same for all Unit Categories. For the sake of completeness in case a high watermark has been reached; for I – Units the Manager is entitled to performance fee on a monthly basis, for Ordinary Units and G – Units the is entitled to a quarterly performance fee.

The High Water Mark method ensures that, regardless of the date of issuance or redemption of a Unit in a Unit Category and/or Series, the performance fee is only charged on the actual increase in value of a Unit in the relevant Unit Category and/or Series. If an Ordinary Unit or a G - unit is issued during a quarter the performance fee is calculated pro rata to the remaining part of the quarter.

### Conversion

The Units in a Series of a Unit Category in which the Net Asset Value per Unit holder is higher than the high watermark per Unit holder for that Series and the high watermark for a Unit in the Lead Series shall be converted into Units in the Lead Series from the first day of each calendar quarter. The conversion takes place at the Net Asset Values of the relevant Series and of the Lead Series.

## 10. BUY BACK OF UNITS

### Buy back

Unless the purchase of Units has been suspended (see ‘Suspension of purchases’ below), the Fund will buy back Units on each Transaction date at the Net Asset Value per Unit in the relevant Unit category and/or Series, as of the preceding valuation date (the ‘purchasing value’), less a maximum of 1% of the purchasing value (for purchases more than one year after the issue), or 3% of the purchasing value (if the Unit is bought back within one year of the issue). An amount equal to a maximum of 0.75% of the purchasing value (for purchases later than one year after the issue) or a maximum of 2.5% (for purchases within a year of the issue) will accrue to the Fund (the ‘cost surcharge’) to cover the transaction and exit costs to be incurred by the Fund in relation to the buy back. The remainder (a maximum of 0.25% of the purchase value for buy back more than one year after the issue and a maximum of 0.5% for buy back within one year of the issue) is the fee due to the Manager for the buy-back (the ‘exit fee’). The cost surcharge and the exit fee will be settled with the amount to be received by the Unit holder. For Ordinary Units that are bought back more than a year after issuance no exit fee will be charged as long as the manager is notified of the buyback of at least three months before the applicable Transaction Day.

For the G - Class Participation, instead of a previously agreed exit fee, the Unit holder can opt for a “lock-up” period of 6 months, during which there will be no possibility of redemption.

### Sale requests

The Administrator must receive requests to sell Regular Units or I - Units at least 45 calendar days prior to the required Transaction date. The request must be made using a redemption form (the “**Redemption Form**”), which is available via the Website.

The Manager may reduce this deadline if, in the reasonable opinion of the Manager, this will not have any negative consequences on implementation of the investment policy or revenue of the positions to be settled with respect to the sale.

The Administrator must receive requests to sell G – Units at least 30 calendar days prior to the required Transaction date. The request must be made using a Redemption Form. The Manager does **not** have the possibility to reduce this deadline.

### Minimum amount of participation following sale

A sale request must be denominated in the relevant currency, specified to a maximum of four decimal points. Partial exits are permitted only if the Unit holder still retains Units of a minimum of € 100,000 in the case of Ordinary Euro Units (or the equivalent in the relevant currency, € 10 million (or the equivalent in the relevant currency) in the case of I - Units and € 25 million (or the equivalent the relevant currency) for G – Units. Whether that is the case will be determined when the Manager receives the sale request.

The Manager is at all times entitled to deviate from the above in individual cases without providing reasons.

### Buy-back decision by the Manager

The Manager may decide unilaterally to buy back all Units held by a Unit holder if that Unit holder acts in contravention of statutory provisions or the provisions of the Prospectus of the Management and Custody Conditions, or if the Manager takes the view that continuation of the relationship is not in the interests of the Fund or cannot be required of the Manager due to the conduct of the relevant Unit holder.

## Payment of buy-back price

The buy-back price will be paid to the relevant Unit holder within three working days of the determination of the Net Asset Value (in the currency of the relevant Unit category), into the account known to the Administrator.

## Suspension of buy-back

The Manager may suspend acceptance of sale requests if:

- The Manager has suspended the determination of the Net Asset Value;
- The Manager is of the opinion that the buy-back would infringe a statutory provision;
- The Manager takes the view that circumstances have arisen in which continued buy-back of Units can reasonably be expected to lead to disproportionate harm to the interests of the existing Unit holders. Such circumstances may be that, in view of the market conditions, the sale of investments required for the buy-back would be unwarranted or impossible in respect of the remaining Unit holders;
- A decision has been taken to liquidate the Fund.

## Limitation of exit possibilities

The Manager reserves the right to limit buy-back of Units to a maximum of 10% of the Net Asset Value of the Fund if sale requests are received for a substantial proportion of the outstanding Units (as a result of which the sale of the corresponding share of the portfolio would probably have a substantive detrimental impact on the prices of the investments to be sold). If such a 'gate' is set, the Manager will promptly inform all participants by mail or e-mail. Moreover, it will be mentioned on the website.

All redemption requests that have been received within 5 business days before the next Transaction Day will be simultaneously and indiscriminately treated in the next official Transaction Day.

If necessary, the number of Units will be redeemed on such Transaction Day in proportion to the total number of Units offered to purchase. The Units that are not bought back at that time will then be bought back on the next Transaction Day, with precedence over Units offered for sale at a later date.

## Restrictions on the transfer of Units of the Manager

The Manager has the possibility to participate in the Fund through I – Units. A conflict of interest might occur between the liquidity obligations of the Manager and its participation in the Fund. Therefore a requests from the Manager to issue or buy back Units will only be accepted with approval of the compliance officer. The compliance officer will, in consultation with the legal counsel, provide a binding opinion in which, on the basis of objective reasons, will be clarified that in the specific situation other Participants on the Fund will not be disadvantaged. Hereby taking into account the liquidity obligations of the Manager whereby in exceptional circumstances the Manager may exit the Fund early.

## Restrictions on the transfer of Units

In connection with the requirements applicable to the Fund's fiscal transparency, Units may only be transferred to the Fund (for buy-back) or to blood relatives in the direct line. All other disposals or transfers are ruled out, meaning, for example, that Units may not be encumbered with restricted rights or similar rights. (If Units are held for a party economically entitled to them, such as by the

trust office of a bank for the clients of that bank, the relevant holder of such Units shall not cooperate in the transfer of the economic rights for Units to third parties that are not blood relatives in the direct line of the party holding the economic rights.)

### **Sufficient assurances for compliance with buy back obligation, management of liquidity risk on investments**

There are sufficient assurances for compliance with the obligation to pay the amounts due for the buy-back of Units, unless this is not permitted by statutory provisions or if buy-back is suspended, as provided for in this Prospectus. The Manager pursues a policy with respect to the liquidity risk on the investments whereby, under normal conditions, the investments may be cashed in without any significant, unexpected price effects.

### **Internal transfer**

Participants have the possibility to switch within one Unit Category of the Fund to another Unit Category within the Fund. Such a request should be sent to the Manager. The Manager has the possibility to attach conditions to this internal transfer. No costs will be charged for a request for an internal transfer.

## 11. FEES AND COSTS

### One-off costs

#### Cost surcharge and entry fee on the issue of Units

The total cost surcharge payable (to the Fund) and the entry fee payable (to the Manager) by Ordinary Unit or G – Unit holders on the issue of Units is a maximum of 1% of the amount that the Unit holder wishes to invest in the Fund (see Section 9, *Issue of Units*).

#### Cost surcharge and exit fee on sale of Units

The total cost surcharge (payable to the Fund) and the exit fee (payable to the Manager) by the Ordinary Unit and G - Unit holders on the sale of Units is a maximum of 1% of the value of the Units that the Unit holder offers for sale (for buy-back more than one year after the issue) of 3% (for buy-back within one year of the issue)

For Ordinary Units that are bought back after more than a year no exit fee will be charged if the Participant notified the Manager with three months written notice.

When entering the Fund Participants in the G – Unit Category need to choose between:

1. A lock-up period of six months; or
2. An exit fee of 2,5% if a request to exit the Fund will be made within one year.

(see Section 10, *Buy-back of Units*).

### Recurring costs

#### General

The costs and fees referred to below that are not expressed as a percentage of the Net Asset Value but as an amount, are subject to change as a result of the application of indexation clauses or increases in charges. The Manager does not regard such an increase as a change in the conditions to be communicated to the Unit holders and for which the period referred to in Section 16 applies, except in the case of an increase of more than 0.2% of the Net Asset Value of the Fund.

#### B. Management fees

The Manager will charge the Fund the following fees:

- a. A ***fixed monthly management fee*** (payable monthly in arrears)
  - for Ordinary Units 0.15% per month of the Net Asset Value of the Ordinary Units as at the last day of the relevant calendar month (annualised about 1.8%),
  - for I - Units and G – Units 0.125% per month of the Net Asset Value of the I - Units and G – Units as at the last day of the relevant calendar month (annualised about 1.5%)

and

- b. A ***performance fee***
  - The fee amounts to 20% (for an Ordinary Unit) of the increase in the Net Asset Value of that Unit in the relevant quarter;

- For an I - Unit 15% of the increase in the Net Asset Value of that Unit in the relevant month;
- For a G-Unit 15% of the increase in the Net Asset Value of that Unit in the relevant quarter,

to be determined and paid every calendar quarter for Ordinary and G - units and monthly for I – Units.

The performance fee calculated will only be payable if and to the extent that the Net Asset Value of an investment in a particular Unit category and/or Series on the final day of the preceding calendar quarter exceeds the ‘high water mark’ (the highest Net Asset Value of that Unit category and/or Series attained in the past) in the case of an Ordinary Unit and a G – Unit, and each completed month in the case of an I- Unit and a R - Unit. The methodology for the calculation of the high water mark is the same for all Unit Categories.

In order to limit imbalances for individual Unit holders or the Manager, the performance fee will be calculated by the Administrator according to a particular method. This method ensures that, regardless of the date of the issue or buy-back of Units, the performance fee is charged only for the actual increase in the value of a Unit.

Allocations to the reserve for the performance fee and profit distribution are made in the monthly calculation of the Net Asset Value of the Fund.

#### Cost operational settlement, risk monitoring and compliance

As contribution to the operational settlement, risk monitoring and compliance the Manager yearly receives a fixed amount of 0,27% of the Net Asset Value of the Fund.

The Manager has the right to adjust the percentage of the fixed management fee and/or the performance fee to the market and altered circumstances. Increases will not take effect until one month after their notification to the addresses of the Unit holders and on the Website. During this period, Unit holders may exit the Fund subject to the customary conditions.

### **C. Legal Owner fees**

The Legal Owner receives a fee from the Fund for its work as legal owner amounting to € 8.000 (exclusive of VAT), plus possible out of pocket expenses, payable quarterly.

### **D. Administration fees**

The Administrator receives an annual fixed fee of € 33,500 and a variable amount which depends on the Net Asset Value: 0.09% of the Net Asset Value up to 200 million euro, 0.08% of the Net Asset Value from 200 to 400 million and 0.06% of the assets under management of 400 to 600 million. The payment is on a monthly basis. Possible other expenses for other parties related to administrator its tasks will be paid directly to the parties involved. If these costs exceed 0.12% of the Net Asset Value of the Fund per annum, the difference is paid by the Manager. If these costs are lower than 0.12% of the Net Asset Value of the Fund per annum, the benefit accrues to the Fund.

### **E. Depositary fees**

The Depositary receives for its work an annual fee equal to 0.015% of the Net Asset Value (excluding VAT), payable monthly.



## G. Supervisory fees

These are the fees for supervision by the AFM and DNB (at this moment approximately € 85,000 per year). No VAT is payable on these fees. The supervisory fees are subject to the size of the Fund and a definitive figure will be calculated at the end of each year.

## H. Auditors' fees

These costs will this year amount to about € 25,000 (exclusive of VAT) per year.

## Reservation for costs

In principle, an allocation to the reserve for all the above costs and fees will be charged to the Fund's equity each month.

## Distribution policy, payable fees

The Manager may use external distribution channels for the marketing of the Fund. These distributors may in such cases, if and to the extent permitted by law, receive a fee from the Manager in the form of a percentage of the introduced capital or part of the annual remuneration of the Manager of these funds. In all cases, these fees are paid by the Manager and will thus not be charged to the Fund.

## Kickbacks

The Manager has no agreements with securities brokers with regard to kickbacks. If the Fund invests in another fund and that fund (or its manager) pays for instance placement fees, such fees will accrue to the results of the Fund.

## Total Expense Ratio (TER)

In the (semi) annual reports and in the financial leaflet the Total Expense Ratio of the Fund will be listed which provides insight into the total cost of the Fund. This cost disclosure is without possible performance fee

With a fund size of 250 million or 300 million euros it is expected that the running costs, annually, will be approximately:

For the Lead class:

<b>Fund size</b>			350.000.000	450.000.000
<b>variable cost</b>	<b>Tariff</b>	<b>VAT</b>	<b>Annual Cost</b>	
Manager	1,80%	0%	6.300.000	8.100.000
Administrator	0,12%	0%	420.000	540.000
Depositary	0,015%	21%	57.500	67.500
Operational Settlement	0,27%	0%	945.000	1.215.000
<b>fixed cost</b>				
Legal owner	8.000	21%	9.680	9.680
Auditors fees	25.000	21%	30.250	30.250
Supervisory cost	85.000		85.000	85.000

<b>Total</b>			<b>7.842.430</b>	<b>10.047.430</b>
<b>TER</b>			2,24%	2,23%
<b>Fixed transaction costs</b>				
Systems			0.045%	0.035%
Memberships			0.023%	0.017%
Data			0.032%	0.024%
Connectivity			0.034%	0.026%
<b>Total fixed transaction costs</b>			0.134%	0.102%
<b>TER including fixed transaction costs</b>			2.37%	2.33%

This corresponds to a total cost of about Euro 7.842.430 with a fund size of Euros 350 million (a TER of 2.24%) and approximately Euro 10.047.430 with a fund size of Euro 450 million (a TER of 2.23 %) which expressly does not take into account transaction costs, other cost related to the implementation of the investment policy and any performance fee.

For the I - class and G - class:

<b>Fund size</b>			350.000.000	450.000.000
<b>variable cost</b>	<b>Tariff</b>	<b>VAT</b>	<b>Annual Cost</b>	
Manager	1,50%	0%	5.250.000	6.750.000
Administrator	0,12%	0%	420.000	540.000
Depository	0,015%	21%	52.500	67.500
Settlements	0,27%	0%	945.000	1.215.000
<b>Fixed cost</b>				
Legal owner	8.000	21%	9.680	9.680
Auditors fees	25.000	21%	30.250	30.250
Supervisory cost	85.000		85.000	85.000
<b>Total</b>			<b>6.824.630</b>	<b>8.697.430</b>
<b>TER</b>			1,95%	1,93%
<b>Fixed transaction costs</b>				
Systems			0.045%	0.035%
Memberships			0.023%	0.017%
Data			0.032%	0.025%
Connectivity			0.034%	0.027%

<b>Total fixed transaction costs</b>			0.134%	0.104%
<b>TER including fixed transaction costs</b>			2.08%	2.03%

This corresponds to a total cost of about Euro 6.824.630 with a fund size of Euros 350 million (a TER of 1.95 %) and approximately Euro 8.697.430 with a fund size of Euro 450 million (a TER of 1.93%) which expressly does not take into account transaction costs, other cost related to the implementation of the investment policy and any performance fee .

For the non-Euro Unit Categories no additional cost will be charged. The TER of these Unit Categories is therefore virtually the same as the Euro Unit Category. Any costs incurred for the non-Euro Unit Categories will only be attributed to the relevant Unit Category.

## Fees and costs of funds invested in

If the Fund invests in other investment institutions, the Fund's Unit holders not only pay the costs charged by the Fund but also (indirectly, via the value of the funds in which the Fund invests) the fees and costs that those funds charge their investors (including the Fund). These fees and costs vary from one fund to another. The Fund's total interest in such funds will change regularly. In addition, the value of those underlying funds will also change during the period in which the Fund invests in them. For these reasons, it is not administratively possible to state what the costs for those funds, borne indirectly by the Unit holders, will be. It is estimated management fees up to 2% per annum and performance fees up to 20% per year would be levied at the level of underlying investment.

## Costs borne by the Manager

The following costs will be borne by the Manager:

- Personnel costs;
- Accommodation;
- Costs of IT and data systems (trading systems excluded);
- Maintenance of the Website;
- Marketing costs;
- All other costs necessary for the proper performance of the Manager.

## Value added tax

Where applicable, the amounts shown in this Prospectus are exclusive of any VAT payable by law. If VAT does become payable in the future, this will be borne by the Fund.

## Characteristics and cost per Unit class

The table below details all specific costs per Unit Category.

<b>Characteristics and Cost per Class and General Costs</b>	Lead Class	I - Class	G - Class
<b>Class specific:</b>			
Subscription costs (max.)	1%	1%	0%
Fixed management fee	1.80%	1.50%	1.50%
performance fee	20%	15%	15%
redemption costs (max.)			
within 1 year	3%	3%	3%
after 1 year	1%	1%	0%
Subscription	>5 days before intended trade date		
Redemption	>45 days before intended trade date	>45 days before intended trade date	>30 days before intended trade date
Redemption (special request)	Manager can reduce the notification period for redemption if this, in the opinion of Manager, will have no negative impact on the implementation of the investment policy or on the settlement proceeds in connection with the sale		Manager does not have the discretion to reduce the notification period for redemption .
<b>General costs:</b>			
Fee Legal Owner (ex VAT)	8.000 per annum		
Fee Administrator	0.12% per annum		
Fee Depository (ex VAT)	0.02% per annum		
Fee Auditor (ex VAT)	12.000 per annum		
Fee Operational Settlements	0.27% per annum		
Supervisory Costs AFM/DNB	13.000 per annum		
Transaction Costs	included in subscription and redemption costs		

1) Participants in the G – Class must choose between:

- A lock-up period of 6 months; or
- An exit fee of 2.5% if Participants want to sell Participations within one year after subscription

## Other Costs

### Costs in connection with the execution of the investment policy

The Fund will take all relevant costs for its account. For example:

1. Costs for Custody and Prime Brokerage services, costs for trading venue memberships, transaction costs, data costs (including but not limited to lines and storage);
2. In certain situations no transaction costs will be paid per transaction but a (periodic) fee is charged with which lower or no transaction costs will be paid though the trading systems;
3. Broker commissions, tax (inter alia including stamp duty and transaction tax).
4. In some cases no transaction costs are charged. In these situations the transaction costs are paid for within the spread;
5. Costs related to services and facilities for electronic trading in financial instruments, including costs for software;
6. Interest and costs for lending of securities;
7. Bank charges for the continuance of bank accounts and transaction costs;
8. Costs for the (semi) annual accounts of the Fund and the external audit;
9. All costs for legal, compliance, tax and other advice provided for matters concerning the Fund;
10. Assurance costs for the Funds assurance;
11. Costs for all services related to the substance and drafting of this Prospectus;
12. Costs related the changes to the articles of association of the Legal Owner or the Terms of Management and Custody;
13. Costs related to the publication of the net asset value;
14. Costs for meetings of unit holders;
15. Any other costs that, in accordance with applicable rules and regulations, may be charged by the Fund;
16. All non-recoverable VAT on the costs mentioned above.

## **12. DIVIDEND POLICY**

Dividends and interest received by the Fund, as well as capital gains realised, will not be distributed but will be reinvested.

## 13. TAX-RELATED ASPECTS

The summary presented below of certain Dutch tax consequences of investing in the Fund is based on the legislation and jurisprudence in effect on the date of this Prospectus and is subject to changes in the law, its interpretation and application. These changes may occur with retroactive effect.

The following summary is not intended as a full description of all fiscal considerations relevant to Unit holders, nor as a discussion of the tax consequences for all the different types of Unit holders. Unit holders are therefore advised to discuss the tax consequences of investing in the Fund with their own tax consultants.

### The Fund

Units may be sold only to the Fund and to blood relatives in the direct line. The Fund therefore qualifies as ‘fiscally transparent’. This means that the Fund is not liable for corporate tax itself, but that the results are attributed directly to the underlying Unit holders and are included in their tax assessments.

The design and structure of the Fund meet the conditions for fiscal transparency and where necessary, the above conditions are taken into account in the Prospectus and the Management and Custody Conditions.

The fiscal transparency of the Fund implies that tax withheld at sources, such as dividend tax on dividend payments to the Fund, cannot qualify for settlement by the Fund. The Fund cannot invoke tax treaties signed by the Netherlands. In principle, depending on their individual situation and the country of registration of the fund in which investments are made, Unit holders might be able to claim the application of a tax treaty or settlement of withholding taxes. However, the costs of keeping accounts that would make this possible do not justify the benefits of such an individual possibility of claiming (expected to be small). For this reason, refunding is not facilitated and the annual statement to the Unit holders contains no information of withholding taxes (including Dutch dividend tax).

The fiscal treatment of the Fund’s investments will depend partly on the tax law of the countries in which investments are made.

### The Unit holders

#### *Unit holders residing or registered in the Netherlands*

It is assumed below that the Units are not (or need not be) included in the assets of a company, that no results of other work are obtained in relation to the Units and that there is no question of a significant interest (generally speaking, a significant interest exists if an interest of 5% or more is held in underlying securities, together with the fiscal partner).

Private Unit holders are generally liable for income tax based on a notional return of 4%, regardless of the income realised (including capital gains) at a rate of 30%, provided that the Units are held as an investment and not, for example, as part of a business. In that case the income actually realised is subject to income tax.

***Unit holders liable for company tax and private Unit holders who hold their Units in relation to a business***

Unit holders liable for company tax are taxed on all income and capital gains realised with the Units. As a result of the fiscal transparency for the purposes of Dutch company tax, this income and these capital gains will consist solely of income and capital gains realised with the underlying investments of the Fund, in proportion to the Unit holder's investment in the Fund.

The fiscal transparency of the Fund may mean that a Unit holder's entry to the Fund (or the purchase of additional Units by existing Unit holders) will be treated for tax purposes as a partial disposal of the underlying investments by the existing Unit holders. A taxed result may therefore then arise for the existing Unit holders (i.e. Unit holders liable for company tax and private Unit holders who hold their Units in relation to a business). As shown by the foregoing, determining the fiscal position of Unit holders liable for company tax can be a complex matter. This is avoided if these Unit holders value the total attributable assets and liabilities at the market rate (this is equal to the market value, the Net Asset Value, of the Units). All fiscally attributable results are thereby included in the fiscal result via revaluation. The Manager will not facilitate valuation at a value other than the market value. Unit holders are provided only with information on the market value of the Units (the Net Asset Value).

***Unit holders domiciled or registered outside the Netherlands***

Income from capital gains obtained by Unit holders domiciled outside the Netherlands will not generally be subject to Dutch income or company tax, unless there is a specific affiliation to the Netherlands, such as (part of) a business operated with the aid of a permanent establishment in the Netherlands. The possibility that a permanent establishment will be deemed to exist if a Unit holder holds Units in relation to a business cannot be ruled out.

A Unit holder will not become resident in the Netherlands or be deemed to be a Dutch resident solely as a result of holding a Unit in the Fund.



## **14. DURATION OF THE FUND, TERMINATION AND SETTLEMENT**

### **Duration of the Fund**

The Fund is incorporated for an indefinite term.

### **Termination and settlement**

In response to a proposal by the Manager and the Legal Owner, the meeting of Unit holders may resolve to liquidate the Fund. The liquidation balance accrues to the Unit holders in proportion to the number of Units held. The Manager provides for the settlement of the Fund and, to the fullest extent possible, the stipulations in the Prospectus remain in force during settlement. The Manager renders account to the Unit holders regarding the settlement, in writing, accompanied by a statement by the auditor, before making the pay-out. Approval of the account by the meeting of Unit holders serves to discharge the Manager and the Legal Owner, unless that meeting expresses reservations.

## 15. REPORTING AND PROVISION OF INFORMATION

### Prospectus

A copy of the Prospectus (with Annexes) will be issued free of charge to anyone on request. Alternatively, it can be downloaded from the Website.

### Annual report, information on the yield

The Fund's financial year runs from 1 January to 31 December. The first financial year ends on 31 December 2011. The annual report is denominated in euros and will be published within six months of the end of the financial year. The annual report will include a comparative review of movements in the equity and the income and expenditure of the Fund in the past three years. The financial statements will be audited by the auditors of the Fund. The annual report will be available for inspection by Unit holders at the offices of the Manager and may be obtained there free of charge. It will also be posted on the section of the Website intended for Unit holders and can be downloaded there. The published annual reports are deemed to form part of this Prospectus.

### Half-year report

After the end of the first half of the financial year, half-year figures will be prepared which will be published by 1 September. The half-year report is available for inspection at the Manager's offices and a copy is available from those offices free of charge. It will also be placed on the Website, where it may be downloaded. The published half-year reports will be deemed to form part of this Prospectus.

### Monthly statements

In addition, a monthly statement will be published each month on the Website, within two (2) weeks of the end of the month concerned, containing as a minimum the following information:

- The value of the Fund's portfolio;
- The number of outstanding Units;
- The Net Asset Value per Unit as of the end of the previous month.

### Information on affiliated parties

The annual reports will provide up-to-date information on parties affiliated with the Manager, the Legal Owner or the Depositary insofar as transactions will be carried out with the affiliated party or the Fund will invest in the relevant affiliates party.

### Website

The information posted on the Website will at least include the following:

- The Prospectus;
- The licence granted to the Manager;
- The agreement concluded between the Manager and the Depositary;
- The Manager's Articles of Association;
- The Depositary's Articles of Association;

- The legal owner's Articles of Association;
- Proposed changes and decisions to alter the Prospectus (including changes in the investment policy), with notes on this by the Manager;
- Annual reports and half-year reports of the Fund for the last three (3) financial years;
- The latest monthly statement for the Fund;
- Subscription and redemption form
- Benefits made payable to Unit holders;
- Notices convening meetings of Unit holders;
- The latest summary balance sheet with notes by the Manager as at the end of the financial year;
- The latest summary balance sheet with notes by the Manager as at the end of the first half of the financial year;
- The latest Net Asset Value of a Unit in a Unit Category and/or Series;
- Annual reports of the Fund for the last three financial years (for Unit holders only);
- The key investor information document for the Fund.
- Key investor information

## Notices to Unit holders

The following information will not only be posted in the section of the Website intended for Unit holders, but will also be sent to the e-mail or postal addresses of the Unit holders:

- Benefits made payable, their composition and the payment method;
- Notices convening meetings of Unit holders;
- Proposed changes and decisions to alter the condition (Prospectus and Management and Custody Conditions, including (proposed) changes in the investment policy).

## Information available for inspection at the offices of the Manager

The following information is available for at the offices of the Manager (and can be sent by e-mail free of charge):

- All the above information;
- The information on the Fund, the Manager, the Depositary and the Legal Owner that should be included in the Trade Register pursuant to any statutory requirement.

## Convocation and notices

Convocations and notices to Unit holders are sent by mail or e-mail to addresses in the register of Unit holders and to the Website. The date of the mailing is the date of the convocation.

## 16 Legal aspects

### Type of Fund and most important legal implications.

The Fund is an open- end investment fund within the meaning of Section 1: 1 Wft and a mutual fund under Dutch law. It is not a legal body but a fund which is formed under an agreement between the Manager, the Legal Owner and each of the Unit holders. The Fund Documents regulate the management and safekeeping of assets and liabilities acquired by the Fund for the account and risk of the Unit holders. The Fund is not a partnership, general partnership or limited partnership.

A Unit-holder in a particular Unit Class and/or Series is economically entitled to the Fund's assets in proportion to the number of Units in that Unit Class and/or Series that he holds. Advantages and disadvantages, which are economically linked to the Fund, are credited or charged to the Unit-holders.

Unit-holders are not liable for the obligations of the Manager and the Legal Owner and do not bear further losses of the Fund than to the amount that is inserted into the Fund in return for the Unit-holders held by a Unit-holder.

Acquisition of Units only creates rights and obligations of the Unit-holders to the Manager and the Legal Owner of the Fund and not also against any other Unit-holder.

The legal relationship between the Manager, the Legal Owner and the Unit-holders on the basis of Fund Documents is exclusively subject to Dutch law.

The competent court in Amsterdam has exclusive jurisdiction to settle any disputes arising out of or relating to the Fund Documents and legal proceedings, actions or procedures that would result therefrom or in connection therewith, could therefore be brought before this court.

A judgment given in a Member State of the European Union, which is enforceable in that State shall be recognized by the courts in the Netherlands and carried out without the need for a declaration of enforceability:

- based on and subject to the restrictions in Regulation (EU) . 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (as amended); and
- subject to the restrictions in Regulation (EU) . 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims (as amended)

and the rules and regulations promulgated thereunder.

### Licence

The AFM has granted the Manager a licence pursuant to Article 2:65 and Article 2:67 of the WFT. The Fund is subject to this licence. The licence is available for inspection at the Manager's offices and is also on the Website. A copy will be provided on request.

## Supervision by the AFM

The Manager is subject to supervision by the AFM, pursuant to the applicable provisions of the Wft. In the interests of the proper functioning of the financial markets and the position of investors, investment institutions must satisfy requirements with regard to the expertise and reliability of their directors, financial guarantees, governance and the provision of information to Unit holders, the public and the supervisory authorities.

## Description of the company

The Manager and the Fund possess a description of the administrative organisation and internal management that complies substantively with the relevant requirements of the Wft and the Supervision of Conduct Decree.

## Change in conditions or investment policy

The investment policy and other parts of the Prospectus may be jointly amended by the Manager and the Legal Owner. To the extent that such a change diminishes the rights or securities or Unit holders or places a burden on them or the investment policy is altered, the change will be announced on the Website and will be sent to the addresses of the Unit holders (by e-mail). The Manager will explain any change in, or proposal to make changes at the Website.

## Effectuation of changes in conditions or the investment policy

Changes in the investment policy and changes in the conditions of the Fund that reduce the rights or security of the Unit holders or impose costs on them take effect one month after these changes have been announced on the Website and sent to the addresses of the Unit holders (by e-mail). During this period, Unit holders may exit the Fund on the usual terms.

## Withdrawal of licence at the Manager's request

If the Manager should decide to make a request to the AFM to withdraw the licence, notification of this will be sent to the (e-mail) address of each Unit holder and an announcement will be made on the Website.

## 17 MANAGER'S DECLARATION

The Manager is responsible for the accuracy and completeness of the information contained in this Prospectus which complies with the rules set by or pursuant to law. These data, as far as the Manager reasonably could have known, are in accordance with the facts. No information has been omitted which could affect the scope of this Prospectus. The provision and distribution of this Prospectus does not imply that any information contained herein is correct at the time of distribution. Essential data will be regularly updated on the Website.

The Manager, the Fund, the Legal Owner and the Depositary comply with the rules set by or pursuant to law.

The Prospectus has been updated to 11 January 2022.

Amsterdam, 11 January 2021

Mint Tower Capital Management B.V.

## 18. ASSURANCE REPORT OF THE AUDITOR

### Assurance report of the independent auditor (re Section 115x, subsection 1, under e, of the BGfo Wft)

To: the management company of Mint Tower Arbitrage Fonds

#### Our opinion

In accordance with Section 115x, subsection 1, under e, of the Besluit Gedragtoezicht financiële ondernemingen Wft (BGfo Wft, Decree on the Supervision of the Conduct of Financial Undertakings pursuant to the Act on Financial Supervision), we have examined the prospectus of Mint Tower Arbitrage Fonds at Amsterdam.

In our opinion the prospectus dated [datum prospectus] of [Naam beleggingsinstelling] contains, in all material respects, at least the information required by or pursuant to the Wet op het financieel toezicht (Wft, Act on Financial Supervision) for a prospectus of an alternative investment fund.

#### Basis for our opinion

We performed our examination in accordance with Dutch law, including Dutch Standard 3000A, “Assurance-opdrachten anders dan opdrachten tot controle of beoordeling van historische financiële informatie (attest-opdrachten)” (Assurance engagements other than audits or reviews of historical financial information (attestation engagements)). This engagement is aimed to obtain reasonable assurance. Our responsibilities in this regard are further described in the Our responsibilities for the examination of the prospectus section of our report.

We are independent of Mint Tower Arbitrage Fonds and Mint Tower Capital Management in accordance with the Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence requirements in The Netherlands. Furthermore we have complied with the Verordening gedrags- en beroepsregels accountants (VGBA, Dutch Code of Ethics).

We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Relevant matters relating to the scope of our examination

Our examination consists of verifying that the prospectus contains the required information, which means we did not examine the accuracy of the information included in the prospectus.

Furthermore, Dutch law does not require the auditor to perform additional assurance procedures with respect to Section 115x, subsection 1, under c, of the BGfo Wft. Pursuant to Section 115x, subsection 1 under c of the BGfo Wft, the prospectus of an alternative investment fund contains the information which investors need in order to form an opinion on the alternative investment fund and the costs and risks attached to it.

Our opinion is not modified in respect of these matters.

#### Responsibilities of the manager for the prospectus

The manager is responsible for the preparation of the prospectus that contains at least the information required by or pursuant to the Wft for a prospectus of an alternative investment fund.

Furthermore, the manager is responsible for such internal control as it determines is necessary to enable the preparation of the prospectus that is free from material omission, whether due to error or fraud.

#### Our responsibilities for the examination of the prospectus

Our responsibility is to plan and perform our examination in a manner that allows us to obtain sufficient and appropriate assurance evidence for our opinion.

Our examination has been performed with a high, but not absolute, level of assurance, which means we may not have detected all material omissions in the prospectus due to error and fraud.

We apply the “Nadere voorschriften kwaliteitssystemen” (NVKS, Regulations for Quality management systems) and accordingly maintain a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Our examination included e.g.:

- Identifying and assessing the risks of material omissions of information required by or pursuant to the Wft in the prospectus, whether due to errors or fraud, designing and performing assurance procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material omission resulting from fraud is higher than for one resulting from errors, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control
- Obtaining an understanding of internal control relevant to the examination in order to design assurance procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the alternative investment fund

The Hague, 1 March 2019

Ernst & Young Accountants LLP

Signed by R.J. Bleijs



## ANNEX I

# MANAGEMENT AND CUSTODY CONDITIONS OF MINT TOWER ARBITRAGE FUND

1. Mint Tower Capital Management B.V., having its registered offices in Amsterdam (the “**Manager**”);
- and
2. Stichting Juridisch Eigendom Mint Tower Arbitrage Fund, having its registered offices in Amsterdam (the “**Legal Owner**”),

Have agreed the following:

### Article 1 - Definitions and interpretation

Unless these terms of management and custody indicate otherwise, the definitions used in this terms of management and custody have the meaning as defined in the prospectus of the Mint Tower Arbitrage Fund

### Article 2 - Name. Duration

- 2.1 The Fund bears the name ‘Mint Tower Arbitrage Fund’ and is a common trust Fund.
- 2.2 The Fund is incorporated for an indefinite term.

### Article 3 - Nature. Objective. Fiscal Status

- 3.1 The management and custody of the Fund take place subject to these management and custody conditions. These conditions and the actions for their implementation do not constitute a partnership, partnership firm or limited partnership.
- 3.2 The assets of the Fund are collectively invested according to an investment policy to be determined by the Manager, in order for the unit holders to share in the proceeds of the investments.
- 3.3 For company tax purposes, the Fund is a closed common trust Fund.

### Article 4 – Legal ownership

- 4.1 The Legal Owner is the legal owner of all assets of the Fund as determined in artikel 4:37j Wft.
- 4.2 All assets forming part of the Fund, now or in the future, are received in custody by the Legal Owner on behalf of the unit holders. When performing its duties the Legal Owner acts solely in the interests of the unit holders.

4.3 Obligations forming part of the Fund, now or in the future, are contracted in the name of the Legal Owner, explicitly stating that the Legal Owner acts in its capacity as the Legal Owner of the Fund. The Legal Owner cannot represent the unit holders.

4.4 In respect of the unit holders, the Legal Owner is liable only for damages that they suffer to the extent that these are the result of culpable non-performance or culpable deficient performance of its obligations.

4.5 The Legal Owner its sole statutory purpose to act as Legal Owner of the assets of the Fund. Within this description of its goal the Legal owner is allowed to, at the account and risk of the Unit Holders, to perform the following activities: (a) acquire, hold, control and make decisions on decide on the assets and in particular but not limited to (i) financial instruments and comparable rights with regard to financial instruments and certificates of shares; and (ii) all other rights and/or obligations amongst others derivatives with regard to the receipt, delivery, purchase or sale of or subscribing on assets as meant in (i); (b) providing contractual and property law security for own debt and debt of third parties and al that consists thereof or relates to in the most broad sense, or is contributory; (c) providing power of attorneys to third parties with regard to the above mentioned; (d) issuing of units; (e) al that relates or is connected to the above mentioned.

4.6 The Legal Owner is entitled to an annual fee charged to the Fund as described in the Prospectus.

4.7 The Legal Owner is authorized to delegate its tasks per agreement pursuant to these conditions to third parties. The Legal Owner remains fully responsible for the proper execution of the tasks.

4.8 The Manager will be responsible for all the executive work and practical obligations which are the result of agreements between the Legal Owner and third parties in which the Legal Owner acts in its capacity of Legal Owner of the Fund, except when other arrangements have been concluded in these agreements in case all which has been determined in such agreements with the exception of agreements as meant in article 4.7.

## Article 5 – Management and investment

5.1 The Manager is responsible for the management of the Fund, including the investment of the assets of the Fund, contracting obligations on behalf of the Fund, the administration of the Fund and all other actions for the Fund, all in observance of the provisions of the provisions of these conditions. The Legal Owner hereby authorizes the Manager to perform the actions referred to in this paragraph and all other actions with respect to the Fund, with due consideration of the terms of these terms of Management and Custody, which power of attorney also is extended to having decisive authority over the assets which belong to the Fund. In performing the management, the Manager acts solely in the interests of the unit holders.

5.2 The Manager is authorized to outsource work to third parties, in which case it remains fully responsible for its correct performance.

5.3 The Manager has the right to exercise the rights (including the voting rights) carried by the securities belonging to the Fund. If the Manager decides to exercise the voting rights, it shall be guided in this by the joint interests of the unit holders.

5.4 The Manager is liable to the unit holders for damages that they suffer only to the extent that such damages are the result of culpable non-performance or culpable deficient performance on the part of the Manager.

5.5 The Manager has the right to a fee charged to the Fund, as described in the prospectus.

5.6 The Manager, the Legal Owner and their director(s), officials or employees are protected against and compensated for direct and indirect damages and all costs, claims, risks, lawsuits, penalties, losses, expenses, taxes and direct or indirect obligations (inclusive of related tax and interest) which have been made (personally or non-personally) in connection with the exercise of their functions and powers or with respect to the Fund, except as for claims, demands actions, suits, proceedings, costs, expenses, damages or liabilities which are due to culpable non-performance or culpable deficient of the obligations of the indemnified persons as determined by the Fund Documents. Any costs due to indemnification are charged to the Fund assets.

## Article 6 - The Fund, sub-Funds

6.1 The Fund is formed by deposits for the acquisition of units, the proceeds of the assets of the Fund, the formation and acceptance of the debts and by the formation, acceptance and application of any provisions and reserves.

6.2 The units of the Fund are divided into unit classes and series.

6.3 For each unit class and series there is a separate administration, which will register all costs and revenues attributable to the respective unit class or series.

## Article 7 – Rights and obligations of unit holders

7.1 The unit holders are economically entitled to the Fund in proportion of the number of units that they hold. Without prejudice to the provisions of Article 7.2, all benefits and charges economically associated with the Fund benefit or are charged to the unit holders in the proportion referred to in the preceding sentence.

7.2 Unit holders are not liable for the obligations of the Manager and the Legal Owner and do not contribute more to the losses of the Fund than the amount invested in the Fund in return for the units held by a unit holder.

7.3 The acquisition of units creates only rights and obligations of the unit holder in relation to the Fund and not in relation to the other unit holders.

## Article 8 - Register of unit holders

8.1 Units represent the economic entitlement to the assets managed by the Manager in accordance with the policy described in the Prospectus. The units are registered units in the name of the unit holder. No certificates are issued for units.

8.2 The Manager shall maintain a register, in electronic form or another form to be determined by the Manager, containing the names and addresses of the unit holders, as amended from time to time, stating the number of units that they hold and the number of units bought back by the Fund from time to time, as well as the bank account number of the unit holder at a credit institution in which the unit holder wishes to receive payments from the Fund. The number of units held by a unit holder shall be calculated accurately to four decimal points. Unit holders shall

immediately notify the Manager of every change in the details referred to above. Payments credited by the Fund to the bank account listed in the register pursuant to these conditions relieve the Fund of its obligation and the unit holder hereby discharges the Fund for this in advance.

8.3 The register is updated by the Manager after every issue and buy-back of units.

8.4 A unit holder may request a signed copy of the register from the Manager, free of charge, but only to the extent that this concerns the unit holder's own registration.

## **Article 9 – Determination of the value of the sub-Funds and the value of a unit**

9.1 At the last working day of each month as defined in the prospectus, the Manager shall determine the net asset value of each sub Fund and the units of this sub-Fund.

9.2 The Manager may decide to suspend the determination of the net asset value in connection with circumstances that prevent its (adequate) determination, as provided for in the prospectus.

9.3 The Manager shall not determine the net asset value of the units if a decision has been taken to liquidate the Fund.

9.4 The net asset value of the units and the results are determined in observance of the valuation methods described in the prospectus.

9.5 The number of units bought back is disregarded for the determination of the value of a unit.

## **Article 10 – Allocation of units**

10.1 The Manager performs the allocation of units. The units are only allocated on the working days as laid down in the prospectus, if the requirements imposed in the prospectus are met.

10.2 The Manager has imposed conditions for allocation in the prospectus and has the right to impose additional conditions.

10.3 Units are allocated only if the amount for which allocation is requested is invested in the relevant Fund within the term fixed by the Manager. The Manager has the right, but no obligation to allocate units if the amount due for these and/or the application form is not received within the term fixed in the prospectus, but is received before the envisaged entry date.

10.4 The number of units allocated is equal to the amount for which allocation is requested, divided by the value of the unit at the end of the working day prior to the transaction day on which allocation takes place, less the costs to be fixed by the Manager. Unless the unit holder issues other instructions, if the amount and or the unit holder's request for the allocation of units is/are not received within the set term, the order will be carried out on the next transaction day on which allocation is possible. The Fund does not pay unit holders interest on the amounts received.

10.5 In the circumstances described in the Prospectus and if, as determined at the Manager's sole discretion, exceptional circumstances have arisen that justify this, the Manager may suspend the allocation of units.

10.6 The Manager shall notify the relevant unit holders of a decision to suspend allocation, as referred to in the preceding paragraph, within a reasonable period of time.

10.7 Units are allocated by recording in the register of unit holders by the Manager.

## Article 11 – Transfer of units

11.1 Units may only be sold to the Fund (all other disposals or transfers are ruled out) (see Article 12 below) or may be sold to blood relatives in the direct line. (If units are held for a party economically entitled to them, such as by the trust office of a bank for the clients of that bank, the relevant holder of such units shall not cooperate in the transfer of the economic rights for units to third parties that are not blood relatives in the direct line of the party holding the economic rights.)

11.2 Units may not be encumbered with restricted rights or similar rights.

## Article 12 – Buy-back of units

12.1 Unit holders may request units to be bought back in the manner and subject to the conditions provided for in the prospectus. A buy-back requires the transfer of the units concerned to the Legal Owner only on the working days laid down in the prospectus.

12.2 The Manager may unilaterally decide to buy back units held by a unit holder in the event of any action by that unit holder in contravention of statutory provisions or the provisions of the Prospectus or the management and custody conditions, or if the Manager takes the view that continuation of the relationship is not in the interests of the Fund, or cannot be required of the Manager due to the conduct of the unit holder in question. Settlement of the purchase price shall take place through payment to the bank account listed in the register van unit holders.

12.3 Article 10.4 to 10.7 applies likewise to the buy-back of units.

## Article 13 – Notices and announcements

13.1 Notices and announcements to shareholders, as referred to in these conditions, shall be issued (i) at the Manager's website and (ii) by post or e-mail to the addresses of unit holders recorded in the register of unit holders or (iii) by publication in a national daily newspaper.

13.2 The date of a notice or announcement is deemed to be the date of dispatch by the Manager.

## Article 14 – Financial year and reporting

14.1 The financial year runs concurrently with the calendar year.

14.2 Each year, within six months of the end of the financial year, the Manager shall draw up a report on the past financial year, the annual report. The annual report consists of a report of the Manager and the financial statements. The financial statements consist of the balance sheet, the income statement and the notes to these. The notes shall at least include a review of the movements in the value of the sub-Funds and the investments during the financial year and the composition of the Fund's investments at the end of the relevant financial year. The Manager shall publish the annual report in the manner provided for in the prospectus.

14.3 The Manager shall adopt the annual report. The annual report shall be available for inspection by unit holders at the offices of the Manager and may be requested of the Manager by the unit holders.

14.4 The Manager shall instruct a chartered accountant or other expert, within the meaning of Article 2:393(1) of the Dutch Civil Code, to audit the annual report. The auditor shall report on its audit to the Manager and shall include the findings of its audit in a declaration. The auditor's report shall be attached to the financial statements.

14.5 The Manager may issue instructions to the accountant or other expert equated with an accountant by law.

## Article 15 - Profit

15.1 The dividend, interest, profits on assets which are realized by the Fund are not distributed but re-invested by the Fund. The sub-Fund's profits shall be distributed in accordance with the prospectus.

15.2 Unit holders shall be notified of the date on which distributions are made payable, the composition of the payments and the method of payment.

## Article 16 – Meeting of unit holders

16.1 A meeting of unit holders shall be convened in the cases provided for in these conditions.

16.2 The agenda for this meeting shall in any event include what is placed on the agenda in observance of Articles 16.4 and 16.5.

16.3 The Board of the Manager and the Legal Owner shall be invited to attend meetings of unit holders and have the right to address the meeting. The auditors may be invited to attend the meeting of unit holders by the Manager or the Legal Owner.

16.4 The Manager shall provide for notices convening the meeting of shareholders and shall set the agenda. The notice convening the meeting shall be issued no later than the fifteenth day prior to that of the meeting.

16.5 Meetings of unit holders shall be convened in the Netherlands at a location to be determined by the Manager. If the regulations concerning the convention and location of meetings are not observed, valid resolutions may nevertheless be carried, provided that all unit holders are in attendance or are represented at the meeting and the resolution is carried unanimously.

16.6 The annual report shall be made available for inspection by unit holders at the offices of the Manager at the same time that the notice convening the meeting is issued, and may be requested from the Manager by the unit holders.

16.7 The Manager shall convene an extraordinary meeting of unit holders if it considers this to be desirable in the interests of the unit holders.

16.8 Meetings of unit holders shall be chaired by a managing director of the Manager. If more than one managing director of the Manager is in attendance, these managing directors shall appoint one of their members as the chairman of the meeting. If none of the managing directors

of the meeting is in attendance, the meeting shall appoint its own chairman. The chairman of the meeting shall appoint a secretary. The chairman may also permit third parties to attend the meeting, or a part thereof, and to address the meeting.

16.9 A unit holder may be represented by proxy at the meeting, issued in writing.

16.10 Each unit carries the right to cast one vote. Resolutions of the meeting of unit holders are carried by an absolute majority of the votes cast.

16.11 Blank votes and invalid votes are deemed not to have been cast. If votes are tied, the chairman of the meeting has a deciding vote.

16.12 The chairman of the meeting determines the voting method.

16.13 The Manager can call a meeting of unit-holders of particular classes or series. On such a meeting, this article and article 17 shall apply.

## Article 17 - Reporting

17.1 Unless a notarized record is made of the matters discussed at the meeting of unit holders, the secretary of that meeting shall keep minutes. Minutes shall be approved and signed in evidence thereof by the chairman and the secretary of the relevant meeting or by a subsequent meeting of unit holders; in the latter case, they shall be signed in evidence thereof by the chairman and secretary of that subsequent meeting.

## Article 18 - Retirement of the Manager or the Legal Owner

18.1 The Manager shall retire as such:

- a. On the date on which the Manager is dissolved;
- b. Through voluntary resignation, or
- c. Because it becomes subject to an irrevocable winding up order or loses free disposal of its assets in any way, including through the granting of a moratorium on payments.

18.2 The Legal Owner shall retire as such:

- a. On the date on which the Legal Owner is dissolved;
- b. Through voluntary resignation of the Legal Owner, or
- c. Because it becomes subject to an irrevocable winding up order or loses free disposal of its assets in any way, including through the granting of a moratorium on payments.

18.3 The Manager and the Legal Owner may resign from their position unilaterally only with the observance of a notice period of 90 days and not before provision has been made for a replacement in accordance with these conditions. During this period the Manager and the Legal Owner are obliged to continue performing the usual activities for the Fund.

## Article 19 – Replacement of the Manager or the Legal Owner

19.1 The Manager and/or the Legal Owner may terminate the management or custody respectively 90 days after notifying the unit holders of their intention to do so.

19.2 In the event of termination of the management, the management shall convene a meeting of unit holders within one month of the notice as referred to in the preceding paragraph, which meeting may appoint a different Manager to take over the work referred to in these conditions.

19.3 On termination of the custody by the Legal Owner, the Manager shall appoint a new Legal Owner within one month.

19.4 If no new Manager or Legal Owner has been appointed within 90 days of the Manager or Legal Owner announcing that they wish to or must discontinue their activities, the Fund will be dissolved and liquidated in accordance with the provisions of Article 21, unless the meeting of unit holders resolves to extend the said term.

## Article 20 – Applicability and alteration of the conditions

20.1 The legal relationship between the Manager, the Legal Owner and each of the unit holders individually is governed by these conditions of management and custody. In submitting a signed request for the allocation of units, a unit holder commits to comply with the provisions of these conditions. These conditions are available free of charge at the offices of the Manager.

20.2 Unit holders shall be notified of any proposal to amend the conditions (including a change in the Manager's investment policy), stating the nature of the proposed change.

20.3 The management and custody conditions and the Prospectus may be amended by the Manager and the Legal Owner together. To the extent that the changes referred to in the preceding paragraph reduce the rights or security of unit holders or impose costs on them or change the investment policy of the Manager, these shall not take effect until the first working day one month after the unit holders are notified of the proposed change in the manner provided for in Article 13.1. The unit holders may exit the Fund during this period subject to the usual conditions.

## Article 21 – Liquidation or dissolution of a sub-Fund. Settlement

21.1 The meeting of unit holders shall be notified of a proposal to liquidate or dissolve the Fund. Without prejudice to the provisions of Article 19.2, the Fund shall be dissolved by a decision of the Manager and the Legal Owner. The unit holders shall be notified of such a decision.

21.2 If the Fund is dissolved, the dissolution shall be performed by the Manager. The management and custody conditions shall remain in effect during the liquidation as far as possible.

21.3 On settlement of the Fund, the liquidation balance shall be paid out to the unit holders entitled to the Fund in proportion to the number of units that they hold, whereby the units shall lapse. Payment of the unit holders is not possible until the account referred to in the next paragraph has been submitted.

21.4 The Manager shall draw up an account accompanied by a declaration from the auditors. Approval of the account by the meeting of unit holders serves to ratify the actions of the Manager and the Legal Owner on behalf of the Fund, to the extent that the meeting does so without reservation.

## Article 22 – Jurisdiction. Competent court

22.1 The legal relationships between the Manager, the Legal Owner and the unit holders are governed solely by Dutch law.



22.2 The competent court in Amsterdam has exclusive jurisdiction to settle any disputes arising out of or relating to these Conditions of Management and Custody and therefore lawsuits, legal actions or proceedings therefrom or having connection therewith would result can be presented to this court.

## Article 23 – Final provisions

23.1 The Manager shall take decisions in cases for which these conditions make no provision.

As agreed in Amsterdam at the 1st of April 2017

Mint Tower Capital Management B.V.

Stichting Juridisch Eigendom Mint Tower Arbitrage Fund.

**ANNEX II**

**MOST RECENT ANNUAL ACCOUNT OF THE FUND**

## ANNEX III

# ADJUSTMENTS

On 1 March 2019 an independent accountant provided a positive assurance report (*Chapter 18 Assurance report of the auditor*) regarding the Fund. After this date the following changes have been made to the Prospectus:

- Update historic performance (page 15)
- The following Unit Categories have been added: Pound Sterling Ordinary Units /Pound Sterling Unit Category (per 1 July 2019), I – Unit US-Dollar Category (per 11 September 2019) and Swiss Franc Units /Swiss Franc Unit Category (per 1 November 2019), Ordinary Unit Category in Swiss Franc, I – Unit Category in Pound Sterling, G – Unit Category in Swiss Franc (3 March 2020) (pages 12 and 17), G- Unit Category in Pound Sterling (per 2 August 2021)
- Clarification calculation Net Asset Value (chapter 8))
- Clarification guarantees for the Fund (page 23)
- Internal Transfer (page 53)
- Involvement Policy (page 26)
- Administrator: Apex Fund Services (Netherlands) B.V. replaces IQ EQ Financial Services B.V. (per 1 March 2020)
- Integration of sustainability risks added (page 30) (10 March 2021)
- Limited operational history removed (page 36) (10 March 2021)
- Supplement to the paragraph regarding sustainability (11 January 2022)
- Replacement of Prime Broker / Custodian (11 January 2022)
- Update of board members and address of the Depositary (11 January 2022)
- Change in the address of the Legal Owner (11 January 2022)