

## **SWISSREX CRYPTO FUND LTD**

A Professional Fund incorporated as a BVI Business Company  
with limited liability under the laws of the British Virgin Islands

### **OFFERING MEMORANDUM**

**MAY 2023**

an offering of up to 4,999,900 Participating Non-voting, Redeemable Shares of CHF\$0.01 or US no par value (as applicable) par value each (“**Participating Shares**”) at a subscription price payable in full upon application.

This Offering Memorandum is distributed on a confidential basis in connection with a private offering of Participating Shares, none of which will be issued to any person other than a person to whom a copy of this Offering Memorandum is sent. No person receiving a copy of this Offering Memorandum in any territory may treat it as constituting an offer to him, unless in the relevant territory such an offer could lawfully be made to him without compliance with any registration or other legal requirements.

The contents of this Offering Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Participating Shares. **Prospective investors should consult their professional advisers accordingly.**

**SECURITIES AND INVESTMENT BUSINESS ACT DISCLOSURE**

The Fund was approved as an Approved Fund on 24<sup>th</sup> May 2018 and converted to a Professional Fund on 30 December 2020, within the meaning of the British Virgin Islands Securities and Investment Business Act 2010 as amended (“SIBA”). As such, no offer or invitation may be made to an investor or potential investor to purchase or subscribe for Participating Shares or Bonds unless the investor or potential investor is provided with the following investment warning complying with the Mutual Funds Regulations 2010: An investment in the Fund is only suitable for and Participating Shares or Bonds may only be issued to “professional investors” (as defined below) and the initial investment of each investor in the Fund, other than exempted investors (as defined in SIBA), shall not be less than USD 100,000 or its equivalent in another currency. Recognition of the Fund does not entail the supervision of the Fund by the British Virgin Islands Financial Services Commission (the “FSC”) or by any other regulator outside of the British Virgin Islands. The requirements considered necessary for the protection of investors that apply to a fund registered under SIBA as a public fund do not apply to the Fund.

An investor in the Fund is solely responsible for determining whether the Fund is suitable for his investment needs. Investment in the Fund may present a greater risk to an investor than an investment in a fund registered under SIBA as a public fund. A “professional investor” is a person: (a) whose ordinary business involves, whether for that person’s own account or the account of others, the acquisition or disposal of property of the same kind as the property, or a substantial part of the property, of the Fund; or (b) who has signed a declaration that he or she, whether individually or jointly with such person’s spouse, has net worth in excess of USD 1,000,000 and that he or she consents to being treated as a professional investor.

The Financial Services Commission Act 2001 (FSCA) provides that the FSC may require the Fund to provide specified information or information of a specified description or to produce specified documents or documents of a specified description if such disclosure is reasonably required for the purpose of discharging the Commission’s function or ensuring compliance with any financial services legislation. The Commission may impose conditions on the Fund’s certificate of recognition. In addition, the Commission may take enforcement action against the Fund (which may include revocation or suspension of the Fund’s certificate of recognition).

The FSCA provides that any such information that is “protected information” shall not be disclosed by the Commission, without the consent of the person from whom the information was obtained or if different, the person to whom it relates unless, the Commission is required or permitted to disclose such information under the Act. Such disclosure would include disclosure required by a court of competent jurisdiction in or any Act of the British Virgin Islands, to a law enforcement agency in or outside the British Virgin Islands, to the Financial Investigation Agency of the British Virgin Islands or to a foreign regulatory authority in order to co-operate in the prevention or detection of financial crime, including money laundering, financing of terrorism, misconduct in, or misuse of information relating to, financial markets and offences involving fraud or dishonesty.

Such recognition does not involve an examination of the merits of an investment in the Fund and does not necessarily entail supervision of the investment performance or portfolio constitution of the Fund by the Government of the British Virgin Islands or the FSC. There is

no financial obligation or compensation requirement imposed on or by the Government of the British Virgin Islands in favour of, or available to, the investors in the Fund.

SIBA provides that the Fund's Certificate of Recognition may be cancelled or made subject to conditions if, among other things, the Fund has breached SIBA or any subsidiary legislation or conditions of its certificate, has been convicted of an offence, is carrying on business in a manner detrimental to its investors or to the public interest, or is declared bankrupt or is being wound-up or dissolved.

Recognition under SIBA should not be taken to imply that the Fund has been approved by any regulatory authority in any country such as the United States, the United Kingdom, or any jurisdiction other than the British Virgin Islands. It is intended that any potential investor of the Fund participate on the basis that they can afford to lose all, or a substantial portion of, their investment in the Fund.

### **IMPORTANT NOTICES TO POTENTIAL INVESTORS**

PROSPECTIVE INVESTORS SHOULD CAREFULLY READ AND RETAIN THIS MEMORANDUM. HOWEVER, THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSIDERED TO BE LEGAL, TAX, INVESTMENT OR OTHER ADVICE, AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS OWN COUNSEL AND MANAGERS AS TO ALL LEGAL, TAX, REGULATORY, FINANCIAL AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE PARTICIPATING SHARES. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF PARTICIPATING SHARES, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO.

THIS MEMORANDUM DOES NOT CONSTITUTE, AND THERE WILL NOT BE, AN OFFERING OF SECURITIES TO THE PUBLIC IN THE BRITISH VIRGIN ISLANDS.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. INVESTMENT IN THE FUND INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR SOPHISTICATED INVESTORS. NO ASSURANCE CAN BE GIVEN THAT THE FUND'S INVESTMENT OBJECTIVE WILL BE ACHIEVED AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY ON AN ANNUAL BASIS. SEE "RISK FACTORS." THIS MEMORANDUM HAS BEEN FURNISHED ON A CONFIDENTIAL BASIS SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED ON BEHALF OF THE FUND AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSES. EACH PERSON ACCEPTING THIS MEMORANDUM THEREBY AGREES TO RETURN IT TO THE FUND PROMPTLY UPON REQUEST.

THE LAW IN CERTAIN JURISDICTIONS MAY RESTRICT THE DISTRIBUTION OF THIS MEMORANDUM AND THE OFFER AND SALE OF THE PARTICIPATING SHARES. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE

LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF PARTICIPATING SHARES, AND ANY FOREIGN EXCHANGE RESTRICTIONS THAT MAY BE RELEVANT THERETO. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY PARTICIPATING SHARES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER IN SUCH JURISDICTION. NO ACTION HAS BEEN OR WILL BE TAKEN TO PERMIT A PUBLIC OFFERING IN ANY JURISDICTION WHERE ACTION WOULD BE REQUIRED FOR THAT PURPOSE. ACCORDINGLY, THE PARTICIPATING SHARES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, AND THIS MEMORANDUM MAY NOT BE DISTRIBUTED, IN ANY JURISDICTION, EXCEPT IN ACCORDANCE WITH THE LEGAL REQUIREMENTS APPLICABLE IN SUCH JURISDICTION. PARTICIPATING SHARES THAT ARE ACQUIRED BY PERSONS NOT ENTITLED TO HOLD THEM WILL BE COMPULSORILY REDEEMED.

NO PERSON HAS BEEN AUTHORISED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS MEMORANDUM AND ANY REPRESENTATION OR INFORMATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY THE FUND OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS OR AFFILIATES. THE DELIVERY OF THIS MEMORANDUM DOES NOT IMPLY THAT THE INFORMATION HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE ON THE COVER HEREOF.

THIS MEMORANDUM CONTAINS A SUMMARY OF THE FUND'S MEMORANDUM AND ARTICLES OF ASSOCIATION AS WELL AS CERTAIN OTHER DOCUMENTS AND AGREEMENTS RELATED TO THE FUND. HOWEVER, THE DISCUSSIONS SET FORTH IN THIS MEMORANDUM DO NOT PURPORT TO BE COMPLETE. THEY ARE SUBJECT TO AND QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ARTICLES OF ASSOCIATION AND SUCH OTHER DOCUMENTS, COPIES OF WHICH WILL BE PROVIDED TO ANY PROSPECTIVE INVESTOR UPON REQUEST AND WHICH SHOULD BE REVIEWED FOR COMPLETE INFORMATION CONCERNING THE RIGHTS, PRIVILEGES AND OBLIGATIONS OF THE SHAREHOLDERS.

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## DEFINITIONS

For the purposes of this Offering Memorandum, the following expressions have the following meanings:

<b>“Administrator”</b>	means ATU Fund Administrators (BVI) Limited or such other person, firm or corporation appointed, and from time to time acting, as administrator of the Fund in relation to the Fund.
<b>“Administration Agreement”</b>	means the agreement by which the Fund has appointed the Administrator to provide administrative services to the Fund.
<b>“Articles”</b>	means the articles of association of the Fund as amended or re-stated from time to time.
<b>“Auditor”</b>	means the person, firm or corporation appointed, and from time to time acting, as auditor of the Fund
<b>“Business Day”</b>	means any day on which bank in the British Virgin Islands are authorised to open for normal banking business and/or such other day or days as the directors may determine, either generally or in any particular case
<b>“British Virgin Islands”</b>	means the British Overseas Territory of the British Virgin Islands.
<b>“Class”</b>	means any Class or Classes of Participating Shares or any additional class of Shares created by the Directors.
<b>“Fund”</b>	means Swissrex Crypto Fund Ltd.
<b>“Directors”</b>	means the directors for the time being of the Fund.
<b>“Investment Management Agreement”</b>	means the agreement by which the Fund has appointed the Investment Manager to manage the Fund 's investments.
<b>“Management Share”</b>	means a voting non-participating share in the capital of the Fund of CHF1.00 par value designated as the Management Share and having the rights provided under the Articles.
<b>“Investment Manager”</b>	Crypto Consulting AG or the person, firm or corporation appointed, and from time to time acting, as manager to the Fund.
<b>“Member”</b>	a holder of a Share or Shares of the Fund.
<b>“Members Resolution”</b>	means a resolution passed by a majority of such Members holding in excess of 50% of the votes attaching to shares entitled to vote and includes a written resolution passed by an absolute majority.

<b>“Memorandum”</b>	means the memorandum of association of the company.
<b>“Net Asset Value”</b>	means the value of the assets less the liabilities of the Fund calculated in accordance with the Articles and this Offering Memorandum.
<b>“Non-Eligible Investor”</b>	means those persons who are not eligible to hold Participating Shares, as determined from time to time by the Directors.
<b>“Offering Memorandum”</b>	means this offering memorandum.
<b>“Participating Share”</b>	means a non-voting participating redeemable Share in the capital of the Fund of CHF 0.01 par value or US no par value (as applicable) designated as a Participating Share of any class or classes and having the rights provided for under the Articles.
<b>“Redemption Day”</b>	means in relation to any class or classes of Participating Shares the first Business Day of each calendar month and/or such other days as the Directors may from time to time determine. Redemptions are subject to a 10 calendar days’ notice period such notice may be waived by the Directors at their sole discretion.
<b>“Redemption Fee”</b>	means such fee (if any) determined by the Directors as being payable by a Member on a redemption of Participating Shares.
<b>“Redemption Gate”</b>	means in the event the Fund receives redemption requests in aggregate of more than 25% of the Net Asset Value of the Fund on any Redemption Day, the Fund is entitled to reduce the request from each Shareholder, seeking to redeem his Participating Shares on the relevant Redemption Day.
<b>“Redemption Notice”</b>	means a notice in a form approved by the Directors by which a holder of Participating Shares may require the Fund to redeem his Participating Shares.
<b>“Redemption Price”</b>	means the price, calculated in the manner described below under the section headed "Subscription and Redemption Prices", at which Participating Shares will normally be redeemed.
<b>“Shareholder”</b>	means a person who is registered on the register of members of the Fund as the holder of a Participating Share.



<b>“SIBA”</b>	means the Securities and Investment Business Act, 2010.
<b>“Subscription Agreement”</b>	means the subscription agreement for Participating Shares attached to this Offering Memorandum.
<b>“Subscription Day”</b>	means in relation to any class of Participating Share the first Business Day of each calendar month and/or such other days as the Directors may from time to time determine.
<b>“Subscription Price”</b>	means the price, calculated in the manner described below under the section headed "Issue and Redemption of Shares, at which Participating Shares will be issued.
<b>“Suspension”</b>	means a determination by the Directors to suspend the calculation of the Net Asset Value of Participating Shares and/or the issue or redemption of Participating Shares.
<b>“Swiss Franc” and “CHF”</b>	means the currency of Switzerland.
<b>“US dollars”, “US\$” and “cent”</b>	means the currency of the United States of America.
<b>“Valuation Day”</b>	means the last Day of each calendar month or such other days as determined from time to time by the Directors, to be the day or days upon which the Net Asset Value per Participating Share is calculated.

## SUMMARY OF OFFERING MEMORANDUM

*The following is a summary only and is qualified in its entirety by the more detailed information appearing elsewhere in this Offering Memorandum, in the Memorandum and Articles of the Fund and other agreements referred to herein.*

### **The Fund**

Swissrex Crypto Fund Ltd. is a BVI Business Company incorporated with limited liability in the British Virgin Islands under the BVI Business Companies Act 2004 of the British Virgin Islands. The Fund was reregistered as a Professional Fund on 30 December 2020.

### **The Offering**

Class A, Class B, Class USD B and Class F Participating Shares will be issued on each Subscription Day at the Subscription Price.

### **Minimum Investment**

#### Class A Shares

The minimum subscription of Participating Shares is CHF 100,000

#### Class B Shares

The minimum subscription of Participating Shares is CHF 1,000,000.

#### Class USD B Shares

The minimum subscription of Participating Shares is US\$100,000.

#### Class F Shares

The minimum subscription of Participating Shares is CHF 100,000.

The Class F Shares are only offered to the Investment Manager.

### **Investment Objective**

The investment objective of the Fund is to provide attractive returns on invested capital in the digital assets markets, especially in cryptocurrencies or tokens and other decentralized ledger technology (DLT) related investment opportunities. Such investments are often uncorrelated to traditional asset classes. According to modern portfolio theory, this makes such investments ideally suited as admixture and diversification.

The most famous DLT is known as “Blockchain”. Blockchains generally allow for the construction of distributed digital ledgers, recording each transaction in the ledger. Participants typically validate the transactions recorded in the Blockchain through a decentralized consensus mechanism. The participants in the consensus mechanism are frequently rewarded for their efforts in verifying the transaction history by the issuance of new tokens.

Tokens may generally be sent or received through users’ digital wallets by using public and private keys linked to a given cryptographic key generation mechanism.

### **Subscriptions**

Participating Shares will be available for issue on any Subscription Day (normally the Business Day following the Valuation Day) at the Subscription Price then prevailing subject to a 3 Business Days' notice period, such notice may be waived by the Directors at their sole discretion. Applications received after such time or on a day, which is not, a Subscription Day will be dealt with on the next following Subscription Day. The Subscription Price will be CHF 1,000 per Participating Share for Class A, Class B and Class F Shares and US\$ 1,000 per Participating Share for Class USD B Shares. A new series of the relevant class of Participating Shares will be issued on each Subscription Day.

### **Redemptions**

Shareholders will have the right to require all or, subject to the minimum holding requirements and the Redemption Gate, a portion of their Participating Shares to be redeemed on a Redemption Day (normally the first Business Day in each month) at the Redemption Price then prevailing. Redemption Notice must be submitted 10 calendar days' prior to the Redemption Day, such notice may be waived by the Directors at their sole discretion. The Redemption Price will be based on the Net Asset Value per Participating Share calculated on the Valuation Day on the relevant Redemption Day.

### **Dividend Policy**

It is the present intention of the Directors not to declare or pay dividends, and income earned by the Fund will be reinvested and reflected in the value of its Participating Shares.

### **Risk Factors**

Investment in the Fund involves significant risks. Investors' attention is drawn to the risks outlined in the section headed "Risk Factors".

## **THE COMPANY AND THE FUND**

The Fund is a BVI Business Company incorporated with limited liability in the British Virgin on 13 April 2018 and empowered under its Memorandum and Articles of Association and the laws of the British Virgin Islands to issue and redeem its own Participating Shares and to carry on investment activities.

The Fund is managed by its board of Directors and the Directors will review the activities of the Administrator and the Investment Manager and decide upon matters of general policy. Subject to the overall supervision of the Directors, the Administrator shall conduct and supervise the administration of the Fund. The Fund's investment activities will be managed by the Investment Manager.

## **INVESTMENT OBJECTIVE AND STRATEGY**

### **Investment Objective**

The objective of the Fund is to provide attractive returns on invested capital in the digital assets markets, especially in cryptocurrencies or tokens. Such investments are often uncorrelated to traditional asset classes. According to modern portfolio theory, this makes such investments ideally suited as admixture and diversification.

There can be no assurance that the investment objective of the Fund will be achieved or that the investor will not lose some or all of its investment in the Fund.

### **Investment Strategy**

The Fund invests mainly in crypto tokens as well as in crypto derivatives. Most holdings are held with regulated Swiss brokers (e.g. Sygnum or Crypto Broker AG). Crypto exchanges are only used

if needed for trading. The analysis of digital assets uses both fundamental and technical analysis. In order to achieve the investment objective, the fund may implement long as well as short strategies, and use the respective necessary investment techniques.

## **RISK FACTORS**

Investors should be aware that the value of Participating Shares may fall as well as rise. Investment in the Fund involves significant risks. Whilst it is the intention of the Investment Manager to implement strategies which are designed to minimize potential losses, there can be no assurance that these strategies will be successful. It is possible that an investor may lose a substantial proportion or all of its investment in the Fund. As a result, each investor should carefully consider whether it can afford to bear the risks of investing in the Fund. The following discussion of risk factors does not purport to be a complete explanation of the risks involved in investing in the Fund.

The risks of investing in the Fund include, but are not necessarily limited to, the following:

### **Dependence on Key Personnel**

The Fund's investment activities depend upon the experience and expertise of the principals of the Investment Manager. The loss of the services of any of the principals of the Investment Manager could have a material adverse effect on the Fund's operation.

### **Investment Risks**

The price of the Participating Shares may fall as well as rise. There can be no assurance that the Fund will achieve its investment objective or that a Shareholder will recover the full amount invested in a Fund. The capital return and income of the Fund are based on the capital appreciation and income on the securities it holds, less expenses incurred. Therefore, the Fund's return may be expected to fluctuate in response to changes in such capital appreciation or income.

### **Liquidity and Settlement Risks**

The Fund will be exposed to a credit risk on parties with whom it trades and will also bear the risk of settlement default. Market practices in relation to the settlement of certain securities transactions and the custody of assets could provide increased risks.

### **Leverage Risks**

Gross exposure of maximum 220%. Net exposure of 0 - 120%. While the use of leverage increases the opportunity to achieve higher returns on the amounts invested, it also increases the risk to the Fund and subjects the Fund to higher current expenses. Also, if the Fund's portfolio drops to the loan value or less, Shareholders could sustain a total loss of their investment.

## **Operational and Technical Risk Factors Relating to Cryptocurrencies**

### ***Introduction to Cryptocurrencies Risk Factors***

Because of the nascency of the Cryptocurrency sector, there are no well-developed industry standards for security practices or IT infrastructure for Cryptocurrency wallets and exchanges. This creates substantial investment risks above and beyond those in typical investment markets. This risk is heightened by the unclear and potentially changing regulation and foreign status of many of the Token markets and their participants. Unlike registered commodity or security exchanges in the traditional financial sector, many of these exchanges and wallets lack legal protections for their users. Cryptocurrency wallets function as a substitute for depository institutions, but are not banks nor are

they covered by the FDIC. Similarly, exchanges may not carry the same obligations to customers that a traditional financial institution has. This includes but is not limited to issues regarding privacy, security of assets, and liability for losses. The overall unregulated and often offshore nature of Cryptocurrency markets creates additional systemic risks for market participants, compared to traditional financial markets. This lack of oversight, regulation, and government support may result in adverse impacts on the value of an investment in the Participating Shares.

### ***Security of Cryptocurrencies***

Generally, Tokens are controllable only by the possessor of a unique public key and private key relating to the digital wallet in which the Tokens are held. While many Blockchains require a public key relating to a digital wallet to be published when used in a spending transaction, private keys must be safeguarded and kept private in order to prevent a third party from accessing the Tokens held in such wallet. To the extent a private key is lost, destroyed or otherwise compromised and no backup of the private key is accessible, the Fund will be unable to access the Tokens held in the related digital wallet and the private key will not generally be capable of being restored. Any loss of private keys relating to digital wallets used to store the Fund's Tokens could adversely affect an investment in the Participating Shares.

The lack of involvement by regulated financial institutions introduces additional risks of loss due to lack of redundancy and human error. The Fund's agents may make mistakes in entering public addresses and send Tokens to the wrong wallet, without the opportunities for third-party clearance, review, or recovery that is available with traditional financial institutions. This could also increase the likelihood of a loss of Tokens to human error.

Because anyone with the appropriate key can access and use a Token, there are significant risks relating to compromised digital security and hacking. There may be existing backdoors, unknown exploits, or bugs in the code underlying the wallets. The Directors' ability to adapt the security systems for the Fund to emerging threats and new technologies will constitute a constant challenge and resource requirement. In the event that the Fund's operating systems, wallets, or other information systems are hacked or compromised, any resulting theft or destruction of Token keys or related data could adversely affect an investment in the Participating Shares.

Security threats or substantial risk of major market fraud may prompt the Directors to exercise their right to suspend redemptions. For example, in July of 2017, a vulnerability in the digital Ethereum wallet Parity was exploited, leading to the theft of over \$30M USD in ether, and precipitating a significant drop in market value for that Token. Significant digital thefts of bitcoins and other Tokens have also occurred directly from the digital wallets of Cryptocurrency exchanges, such as the Mt. Gox theft in 2014 which may have resulted in losses totaling hundreds of millions in USD. Similarly, administrative difficulties relating to unforeseen events such as a split or fork by a Token could cause the Directors to suspend NAV calculations and redemptions until the resulting administrative, tax, and other issues arising from such a fork are completed.

### ***Cryptocurrency Exchanges***

A large proportion of Token trading volume is conducted on poorly capitalized, unregulated exchanges located outside the U.S. These non-U.S. exchanges and their practices vary widely, including as to their security, encryption, and liability for losses. The significant exchanges, as a result, largely have not entered into any kind of surveillance-sharing or other agreements regarding price discovery and regulatory control with each other. Although FinCEN recently reaffirmed its jurisdiction over most overseas exchanges, it is unclear whether the rules regarding washing, insider trading, promoting price discovery, insuring losses, protecting against fraud, ensuring anti-money laundering compliance, and many other salient features of these exchanges may operate differently

from regulated exchanges, provide weaker protection, or have limited or zero oversight in their operations from any governing body whatsoever and there is currently little regulation to prevent failures such as the collapse of FTX in November 2022. An absence of regulation will mean that usual client protections such as segregation of client assets may not be adhered to.

Exchanges could be fraudulent operations or fronts for fraudulent schemes, and seize the Fund's assets in a jurisdiction where there is no likelihood of recovery or recompense. Even if the assets can be recovered, the Fund may be subject to extraordinary legal and administrative costs to respond to such an event, which could adversely affect the value of the Participating Shares.

Contracts under which the Fund contracts with any crypto currency exchanges may be governed by laws other than those of the USA, British Virgin Islands or Switzerland. Winding-up, liquidation and bankruptcy rules may vary and the treatment of former creditors upon liquidation, bankruptcy or similar proceedings (including whether the Fund is liable to any claw-back) may also vary.

Exchanges could provide incorrect, delayed, or otherwise flawed data to the Fund for a variety of reasons, including as a result software bugs and the aforementioned limited oversight on markets for Tokens. Such poor data could misinform the Fund's trading strategies or engender inaccurate price discovery mechanisms, adversely affecting investment in the Participating Shares.

The underlying software and mechanisms for the Exchanges could malfunction, executing trades for the Fund at faulty prices and adversely affecting the Fund's investments. Exchanges could choose to roll back trades to the benefit of other parties but to the detriment of the Fund. In general, errors and unreviewable decisions by the Exchanges could adversely impact the value of an investment in the Participating Shares.

#### ***Other Cryptocurrency Operational Risks***

Over-the-counter ("OTC") trading could constitute an important market opportunity for the Fund. However, the lack of clear governing bodies for, foreign status of, and nebulous legal basis for recovery from many Cryptocurrency market participants' transactions increases the scope for fraudulent behavior. An OTC counterparty could seek to renegotiate a trade which is favorable to the Fund, creating a loss. An OTC counterparty could also fail to settle their leg of a trade after the Fund has settled its leg, creating a loss. The likelihood of these is increased by the aforementioned idiosyncrasies of Cryptocurrency markets, and these or other OTC trading problems could adversely affect an investment in the Participating Shares.

Many commercial banking institutions have instituted guidelines barring accounts and transactions involving Cryptocurrencies and Cryptocurrency-related businesses. Those banking institutions which do handle cryptocurrency entities and transactions must develop novel, and therefore untested, procedures and require additional due diligence for Cryptocurrency-related transactions. Banks providing services to the Fund, or correspondent banks for third and counterparties could also change their internal requirements or become subject to new laws and regulations. Banks could fail, create delays, or impose transactional costs which might adversely affect an investment in the Participating Shares.

Banks might freeze the Fund's accounts, rendering the Fund's capital unavailable for trading and investment activities. Banking information systems or internal procedures might be found insufficient by a governing body. Said systems or procedures could fail entirely, possibly crediting or debiting the incorrect amount to the Fund's accounts and wallets or sending monies to the entirely wrong account. The likelihood of these and other such structural issues is increased by the novel issues and limitations in Cryptocurrency banking. Any or all of these and a variety of similar developments could adversely affect an investment in the Participating Shares.

**The possibility of ‘phishing’ or ‘spoofing’ attacks represents a significant risk to the Fund.** The Fund anticipates implementing multiple verification methods before moving funds into a wallet, onto a new exchange, or any other counterparty control.

***No FDIC, SIPC, or other Government-backed Protection***

Cryptocurrencies held by the Fund are not subject to FDIC or SIPC protections. The Fund is not a banking institution or otherwise a member of the Federal Deposit Insurance Corporation (“FDIC”) or Securities Investor Protection Corporation (“SIPC”) and, therefore, deposits held with or assets held by the Fund are not subject to the protections enjoyed by depositors with FDIC or SIPC member institutions. The undivided interest in the Fund’s Digital Assets represented by Participating Shares are not insured.

***Systemic Risk***

Systemic risk is the risk of broad financial system stress or collapse triggered by the default of one or more financial institutions, which results in a series of defaults by other interdependent financial institutions. Financial intermediaries, such as banks and/or exchanges with which the Fund interacts, as well as the Fund, are all subject to systemic risk. A systemic failure could have ***material adverse consequences on the Fund and on the markets for the Digital Assets in which the Fund seeks to invest.***

***Assumption of Business, Terrorism and Catastrophe Risks***

The Fund may be subject to the risk of loss arising from exposure that it may incur, indirectly, due to the occurrence of various events, including, without limitation, hurricanes, earthquakes, and other natural disasters, terrorism and other catastrophic events. These risks of loss can be substantial and could have a material adverse effect on the Fund and the Shareholders' investments therein.

***Limited Recourse***

The Shareholders have limited rights of recourse against the Fund, Investment Manager, and their directors, officers, advisers, employees, affiliates, members, owners and assignees. Cryptocurrency Tokens held by the Fund are not subject to FDIC or SIPC protections. Consequently, a loss may be suffered with respect to the Fund’s Tokens for which no one is liable and no recompense is possible. Furthermore, no insurance exists to cover the possibility of such a loss. The Fund may not have adequate resources of recovery if a sufficient portion of its stock of Tokens is lost, stolen, or destroyed. Any such occurrence would have an adverse effect on the value of an investment in the Participating Shares.

**Market Risk Factors**

***Long-Term Market Adoption of Cryptocurrencies***

Demand and liquidity for Cryptocurrency Tokens is heavily dependent upon Cryptocurrency Exchanges. Many of the major Exchanges are opaque in their organization and are located in foreign jurisdictions. Many are subject to little or no oversight and provide little transparency on their activities and capitalization. In the past several years, major Exchanges have shut down or been forced into bankruptcy by major fraud and incidents of theft. The Fund is dependent upon Cryptocurrency Exchanges for the bulk of its activities. To the extent that the marketplace were to lose confidence in the security, legality, or stability of the Exchanges, due to this lack of transparency and oversight, it would have an adverse impact on the value of an investment in the Participating Shares.

Currently, the majority of Cryptocurrencies are held as speculative investments. In order to sustain long-term demand and continued growth, there must be widespread adoption of cryptocurrencies for non-speculative investment purposes. There are a variety of substantial risk factors which might prevent the widespread adoption of such retail and commercial applications. Should Cryptocurrencies fail to achieve mass adoption by consumers or businesses, they may not achieve long-term sustainable

value. To the extent that this lead to a collapse or large-scale exit from Cryptocurrency markets, this could have an adverse impact on the value of an investment in the Participating Shares.

Bitcoin and other Cryptocurrencies have been the subject of widely reported thefts, hacks, scams, and criminal activity. There is a risk that if the consumer public comes to associate Cryptocurrencies with illegality or instability, it may prevent widespread adoption of Cryptocurrencies in any commercial context, with a commensurate potentially adverse impact on the value of an investment in the Participating Shares.

Cryptocurrencies are a new, untested, global market. It is unclear how those markets will respond to major geopolitical and economic shocks. A mass withdrawal of investors from cryptocurrency markets as a consequence of such a shock could crash Cryptocurrency markets, potentially adversely impacting an investment in the Participating Shares.

Other forms of digital currencies and payment systems, such as pre-paid access cards and proprietary smartphone wallets are potential competitors for large-scale adoption of consumer and commercial use of Cryptocurrencies. To the extent that competing digital payment systems preempt or slow the adoption of Cryptocurrency-based payment systems, the value of an investment in the Participating Shares may be adversely impacted.

An industry failure to develop technical solutions for scaling Blockchain networks in a cost-effective manner could lead to an increase in fee payments for transaction recordation for one or more Cryptocurrency Tokens. This could prompt a movement away from Cryptocurrencies to alternative method(s) of digital payment and transactional execution. This could reduce both overall demand for Tokens and the likelihood that Cryptocurrencies achieve widespread commercial and consumer adoption, which might adversely impact the value of the Participating Shares.

#### ***Market Competition and Liquidity***

There has been an increasing number of new hedge funds and other sophisticated investment entities entering into Cryptocurrency markets. Although the entry of institutional investors into the market, including this Fund, may increase opportunities for trading and profit, it also could reduce opportunities for arbitrage or investment in, or overwhelm the market capitalization of, the overall Cryptocurrency Token markets. Either scenario could adversely impact the value of an investment in the Participating Shares.

Certain positions taken by the Fund may require a minimum investment and holding period in order to generate returns. To the extent that Investor redemptions may limit investment options or disrupt existing positions taken by the Fund, they may adversely impact the value of an investment in the Participating Shares.

Global currency markets and the underlying geopolitical realities make fiat currency markets unstable. Virtual currencies are traded worldwide, and the Fund's positions may be vulnerable to fiat currency market instability. Unexpected fluctuations in fiat currency markets could adversely impact the Fund's positions, and therefore the value of an investment in the Participating Shares.

Cryptocurrency Tokens markets have widely varied and typically limited market capitalizations. The Exchanges on which they are traded are fragmented, and many handle relatively small volumes of trading activity. Liquidity could dry up on a particular Exchange, slowing or stopping trading entirely and adversely affecting a position held by the Fund on that Exchange.



The spot price of different Cryptocurrency Tokens may be correlated in unpredictable ways. Combined with the limited capitalization of many Token markets, the Fund's activities in the market for one Token may cause secondary effects on other Token markets, potentially adversely affecting the Fund's position in those other markets.

### ***Intellectual Property Claims***

The Fund is unaware of any current claims for intellectual property rights that may prevent the Fund from engaging in Cryptocurrency Token trading. However, other parties may assert intellectual property rights in the trade secrets, operations, mechanics, algorithms, or other intellectual property used or developed by the Fund. Even a meritless claim may incur legal fees and other expenses. Such expenses would be extraordinary and borne by the Fund through the sale of the Fund's Token assets. A meritorious claim could threaten the operation or continued existence of the Fund. As a result, any intellectual property claim against the Fund could adversely affect investment in the Participating Shares.

### **Government & Regulatory Risk Factors**

There is substantial uncertainty surrounding the current and future regulation of Cryptocurrencies and Token markets. The CFTC, SEC, and FinCEN have all recently opined in this area, providing substantially more guidance than had previously been available for compliance in the context of Cryptocurrencies and Token markets. Nevertheless, the technology and market conditions underlying Cryptocurrencies are evolving rapidly. Despite the recent guidance, regulatory treatment of both current and future Cryptocurrencies is very difficult to evaluate. SEC and CFTC rulings, future legislation, and other regulatory actions may require the Fund to substantially restructure, change its business activities, or comply with new bodies of law and regulation. In such an event, the Fund would incur extraordinary costs payable directly from the Fund's assets. Any sale of Tokens to pay for said costs may incur a tax liability for Investors without an offsetting distribution. Any or all of these events could adversely affect investment in the Participating Shares.

Bitcoin may be reclassified as something other than a commodity. Bitcoin or other Tokens could be reclassified as a "commodity interest" within the meaning of the CEA. This would severely increase the disclosure and reporting requirements for the Fund and adversely affect any investment into the Participating Shares.

### **Hardware wallets and hardforks /splits**

Certain hardware wallets keep the private key secret even from the owner. In case of a fork the directors have to weigh up whether it pays to move the tokens to another wallet to get the split token or if safety reasons outweigh. This could adversely affect the performance of the Participating Shares.

### **Third Party Wallet Providers**

The Fund may use third party wallet providers to hold a portion of the Fund's Tokens. The Fund may not do detailed information technology diligence on such third-party wallet providers and, as a result, may not be aware of all security vulnerabilities and risks. Certain third-party wallet providers may not indemnify the Fund against any losses of Tokens. Tokens held by third parties could be transferred into "cold storage" or "deep storage," in which case there could be a delay in retrieving such Tokens. The Fund may also incur costs related to third party storage. Any security

breach, incurred cost or loss of Tokens associated with the use of a third-party wallet provider, may adversely affect an investment in the Fund.

### **Security Breaches**

Any security breach caused by hacking, which involves efforts to gain unauthorized access to information or systems, or to cause intentional malfunctions or loss or corruption of data, software, hardware or other computer equipment, and the inadvertent transmission of computer viruses, could result in the halting of the Fund's operations, the suspension of redemptions or a loss of Fund assets. While the Fund generally intends to use and rely on third party security systems maintained by the exchanges on which the Fund's trades are effected, such security systems are not impenetrable and may not be free from defect, and any loss due to a security breach or software defect will not be borne by the Fund.

### **Risk from Malicious Actors**

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on certain Token networks, it may be able to alter the Blockchain on which the Token transaction relies on by constructing alternate blocks if it is able to solve for such blocks faster than the remainder of the miners on the Token assets network can add valid blocks. In such alternate blocks, the malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new Tokens or transactions using such control. Using alternate blocks, the malicious actor could double spend its own Tokens and prevent the confirmation of other users' transactions for so long as it maintains control. To the extent that such malicious actor or botnet does not yield its majority control of the processing power on various Token networks or Token community does not reject the fraudulent blocks as malicious, reversing any changes made to the Blockchain may not be possible. Such changes could adversely affect an investment in the Fund or the ability of the Fund to transact.

### **Token Miners May Cease to Solve Blocks**

If the award of new Tokens, including bitcoins or other Altcoins, as applicable, for solving blocks declines and transaction fees are not sufficiently high, miners may not have an adequate incentive to continue mining and may cease their mining operations. Miners ceasing operations would reduce the collective processing power on such Token network, as applicable, which would adversely affect the confirmation process for transactions (i.e., decreasing the speed at which blocks are added to the Blockchain until the next scheduled adjustment in difficulty for block solutions) and make such network more vulnerable to a malicious actor or botnet obtaining control in excess of fifty percent (50%) of the processing power on such network. Any reduction in confidence in the confirmation process or processing power of such network may adversely impact an investment in the Fund.

## ISSUE AND REDEMPTION OF SHARES

### Subscription and Redemption Request

Applications for subscriptions should be made on the Application Form and sent to the Administrator by email and addressed to: ATU Fund Administrators (BVI) Limited, 3076 Sir Francis Drake's Highway, P.O. Box 3463, Road Town, Tortola, British Virgin Islands, email address: [investorservices@atubvi.com](mailto:investorservices@atubvi.com)

### The Offering

The Participating Shares in the Fund are offered on each Subscription Day at the Subscription Price.

### Shares

The Fund has 5,000,000 authorised shares being made up of 100 Management Shares having a par value of CHF1.00 each and 4,999,900 Participating Shares divided into Class A Shares having a par value of CHF0.01 each, Class B Shares having a par value of CHF0.01 each, Class USD B Shares having no par value and Class F Shares having a par value of CHF0.01 each.

### Issues of Participating Shares

Participating Shares may be issued at a Subscription Price of CHF 1,000 in respect of the Class A, Class B and Class F Shares and at a Subscription Price of US\$ 1,000 in respect of the Class USD B Shares on any Subscription Day. Subscriptions are subject to a 3 Business Days' notice period which notice may be waived by the Directors in their sole discretion. Subscription Days are the first Business Day after each calendar month and/or such other day or days as the Directors may from time to time determine. Applications should be made on the Application Form and sent by email to the Administrator at the email address shown in the section entitled "Subscription and Redemption Request". Copies of the Application Form are available from the Administrator. Applications received without the requisite notice will be accepted on the following Subscription Day.

The minimum subscription for each applicant (including an existing Shareholder) in respect of Class A and Class F Shares is CHF100,000 or such greater amount as determined by the Directors.

The minimum subscription for each applicant (including an existing Shareholder) in respect of Class B is CHF1,000,000 or such greater amount as determined by the Directors.

The minimum subscription for each applicant (including an existing Shareholder) in respect of Class USD B Shares is US\$ 100,000 or such greater amount as determined by the Directors.

Participating Shares may be issued in fractions of a share provided that the minimum fraction is not less than one-thousandth of a Participating Share. Application monies representing smaller fractions of a Participating Share will be retained by the Fund.

No Participating Shares will, unless the Directors otherwise determine, be issued unless and until the relevant application monies have been received in cleared funds by or on behalf of the Fund. Application monies may be paid in Swiss Francs or US dollars or any other Fiat currency acceptable to the Investment Manager. Application monies other than in Swiss Francs will be converted into Swiss Francs in respect of the Class A, Class B and Class F Shares and into US dollars in respect of the Class USD B Shares and all bank charges and other conversion costs will be deducted from the application monies prior to investment in Participating Shares.

Participating Shares may not be issued during the period of any suspension of the determination of the Net Asset Value (for details see the section headed "Valuation and Prices").

Payment must be made in Swiss Francs in respect of the Class A, Class B and Class F Shares and in US dollars in respect of the Class USD B Shares by international wire transfer to: Swissrex Crypto Fund Ltd.

Please note that the cleared funds must be sent by electronic transfer so that cleared funds are received in the bank account of the Fund no later than 5pm B.V.I. time on the Business Day immediately before the applicable Subscription Day. The late receipt and acceptance of the cleared funds after the Subscription Day may be waived by the Directors at their sole discretion.

Participating Shares will be in registered form and share certificates will not be issued. A confirmation notice will be sent as soon as practicable to successful applicants on acceptance of their application and receipt in cleared funds of their application monies.

The Investment Manager reserves the right to reject any application for Participating Shares in whole or in part. If any application is not accepted in whole or in part, the application monies or (where an application is accepted in part only) the balance thereof will be returned (without interest) in Swiss Francs or US dollar in respect of the Class USD B Shares by wire transfer to the applicant (or, in the case of joint applicants, the first named)

### **Redemption**

Subject to the Redemption Gate, Participating Shares may be redeemed on any Redemption Day at the request of the holder of such Shares. Redemption Days are the first Business Day in each calendar month and/or such other Business Days as the Directors or the Investment Manager may from time to time determine.

Each request should be sent to the Administrator by email to the email address shown in the section entitled "Subscription and Redemption Request" and must specify the number or a CHF figure or US dollar if applicable of Participating Shares to be redeemed and give payment instructions for the redemption proceeds.

In order for a redemption request to take effect on a particular Redemption Day, the redemption request must be received by the Administrator 10 calendar days preceding the applicable Redemption Day. Redemption requests received after such time will be processed on the following Redemption Day. The late receipt of the redemption request may be waived by the Directors at their sole discretion.

The Directors have the right to redeem compulsorily any holding of Participating Shares for any reason or no reason at their absolute sole discretion.

A Shareholder redeeming Participating Shares will, except as referred to below, be paid an amount equal to the Redemption Price per Participating Share calculated in the manner described below under the section headed "Subscription and Redemption Prices".

Redemption proceeds will be paid in cash and, except where the redeeming Shareholder gives alternative payment instructions, will be paid by wire transfer at the cost and risk of the redeeming Shareholder to the bank account specified by him.

No redemption of Participating Shares may be effected during the period of any suspension of the determination of the Net Asset Value (for details see the section headed "Valuation and Prices").

### **Redemption Gate**

In the event that redemption requests are received in aggregate of more than 25% of the Net Asset Value of the Fund on any Redemption Day, the Fund is entitled to reduce the requests of each Shareholder seeking to redeem his Participating Shares on the relevant Redemption Day (the “**Initial Redemption Day**”) and to carry out only sufficient redemptions which amount to 25% of the aggregated Net Asset Value of the Fund on the Initial Redemption Day. Redemption requests that are deferred due to such limitation may be revoked by the Shareholder, and if not revoked, will be given priority at subsequent Redemption Days (subject to any further reduction and deferral in the same manner on the next Redemption Day if the aggregate of redemption requests on such day again exceeds 25% of the Net Asset Value of the Fund on that Redemption Day.

### **Dividend Policy**

It is the present intention of the Directors not to declare or pay any dividend. Income earned by the Fund will be reinvested and reflected in the value of the Participating Shares. If the Directors decide to declare dividends, such dividends may be distributed from net income and/or net realized and unrealized capital gains.

### **Anti-Money Laundering Regulations**

To ensure compliance with statutory and other generally accepted principles relating to anti money laundering, the Administrator may require verification of identity from any person lodging a completed subscription agreement and a signed statement that the investment monies are not sourced from any criminal, illegal narcotics, tax evasion or terrorist activities.

Depending on the circumstances of each application, a detailed verification may not be required if:

- (a) the investor is a recognised and regulated financial institution;
- (b) the investor makes the payment from an account held in the investor's name at a recognised and regulated financial institution;

These exceptions will only apply if the financial institution referred to above is within a country recognised by the Financial Action Task Force as having sufficient anti - money laundering regulations.

An individual may be required to produce a copy of a passport or identification card certified by a notary public. In the case of corporate applicants, they may be required to produce a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth and residential and business addresses of all directors.

Administrator reserves the right to request such information as is necessary to verify the identity of an applicant. To ensure compliance with statutory and other requirements relating to money laundering, the Administrator may require verification of identity from any person lodging a completed subscription agreement. Pending the provision of evidence satisfactory to the Administrator as to identity, the evidence of title in respect of Shares may be retained at the absolute discretion of the Administrator. If within a reasonable period of time following a request for verification of identity, the Administrator has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, refuse to allot the Shares applied for in which event application moneys will be returned without interest to the account from which such moneys were originally debited.

## MANAGEMENT AND ADMINISTRATION

### The Directors

The Directors are responsible for the overall investment policies of the Fund although the day-to-day administration of the Fund will be delegated to the Administrator and the management of the Fund to the Investment Manager.

At the date of this Offering Memorandum, the Directors are:

#### I. Serco Management Limited (SML)

SML is a business company incorporated in the British Virgin Islands on 29 March 1996 and provides professional directorship services to a select clientele. SML is a subsidiary of ATU General Trust (BVI) Limited, a British Virgin Islands trust company holding a class one license.

The managers of SML are all qualified professionals with an average of more than ten years' experience in the fields of company management, accounting, trustee services, legal and international banking.

Expenses of each member of the Board in connection with services provided to the Fund will be paid by the Fund on an actual/cost basis.

SML has entered into a director services agreement (the Director Services Agreement) with the Fund.

The Director Services Agreement provides that in the absence of actual fraud, dishonesty, recklessness or willful default by SML, SML shall not be liable to the Fund in respect of anything done, declined or omitted to be done by SML and in the absence of actual fraud, dishonesty, recklessness or willful default by SML, the Fund shall not directly or indirectly initiate or participate in any actions or proceedings against SML in respect of anything done, declined or omitted to be done by SML.

Under the terms of the Director Services Agreement, in addition to the indemnity provisions set out in the Articles, the Fund will indemnify, and keep indemnified, to the fullest extent permitted by law, SML against all actions, suits, proceedings, claims, demands, liabilities, costs, expenses, charges, damages and losses (including, without limiting the foregoing, legal fees, costs and disbursements and any liability to any governmental authority) which may be taken or made against or incurred by SML directly or indirectly by reason of his/its appointment as a director pursuant to the Director Services Agreement or anything done or omitted to be done by SML in the course of providing the services or in accordance with the Director Services Agreement.

#### II. William R. Green

William R Green, a Fellow of the Canadian Bankers Association (Hons), worked for a major Canadian bank for over 18 years serving in senior management positions both in Canada and internationally. He left the bank in 1996 to set up a consulting practice in the BVI servicing local businesses and offshore clients in the areas of accounting services, business management and internet services. He has provided Director and Voluntary Liquidator services for over 15 years.

## **The Investment Manager**

Swissrex AG was engaged to provide advisory services to the Fund from 1 June 2018 to 31 December 2022. Under the terms of the advisory agreement the appointment was terminated with effect from 31 December 2022.

Crypto Consulting AG with effect from 1 January 2023, Crypto Consulting AG had been appointed as Investment Manager under the terms of the Investment Management Agreement. The Investment Manager received a licence as an asset manager from the Swiss Financial Market Supervisory Authority on 11 November 2022

The Investment Manager has been appointed to manage the investments of the Fund in accordance with the provision of the Investment Management Agreement.

The directors of the Investment Manager are Desiree Velleuer and Reto Stiffler.

Desiree Velleuer

- Partner
- CEO and Co-founder Crypto Consulting AG, a Swiss regulated asset manager
- Co-founder of crypto research company SwissRex AG
- Fund manager at GAM and Credit Suisse
- Master's degree in Banking and Finance, University of St. Gallen

Reto Stiffler

- Partner
- Chairman and Co-founder of Crypto Consulting AG, a Swiss regulated asset manager
- Co-founder of crypto research company SwissRex AG
- CIO and Partner at BK & Associates
- Fund manager at GAM and portfolio risk manager at Julius Baer
- Lic. Rer. Pol degree in economics, University of Fribourg  
AZEK/CIIA financial analyst and portfolio manager

## **The Administrator**

Under the terms of the Administration Agreement, the Fund has appointed ATU Fund Administrators (BVI) Limited as its Administrator, with responsibility for the day-to-day management of the Fund.

The Administration Agreement may also be terminated upon the expiry of at least three months' notice or termination given by the Fund to the Administrator or the Administrator to the Fund. The Administrator will be entitled to receive the fees described below under the section headed "Charges and Expenses".

The Fund has agreed to indemnify the Administrator from all liabilities of whatsoever nature which it may incur in performing its obligations under the Administration Agreement, other than those liabilities resulting from negligence or willful default on the part of the Administrator or its servants or agents.

## **The Swiss Paying Agent**

Under the terms of the paying agency agreement, the Fund has appointed Helvetische Bank AG as its Swiss Paying Agent, with responsibility for all its shares which are aimed for distribution to qualified

investors in and from Switzerland in accordance with article 121 of the Swiss Federal Act on Collection Investment Schemes

### **The Swiss Representative**

Under the terms of the representation agreement, the Fund has appointed First Independent Fund Services Ltd as its Swiss Representative, with responsibility to act as a representative of a non-registered fund and its shares in Switzerland.

## **CHARGES AND EXPENSES**

### **Management Fees**

#### **Class A Shares**

Under the terms of the Investment Management Agreement, the Fund agrees to pay to the Investment Manager a monthly flat management fee in arrears (“**Management Fee**”) equal to 2.0% annually of the net asset value of the outstanding Shares of such Class (before deduction of that month’s Management Fee and any unearned Incentive Fees during the period and as of the end of the prior months).

#### **Incentive Fees**

The Fund agrees to pay to the Investment Manager a quarterly incentive fee (“**Incentive Fee**”), calculated and accrued as of the end of each month and payable quarterly in arrears, with respect to each Participating Share of each Series. The Incentive Fee shall equal 20% (twenty percent) of the increase in the net asset value of each Series of Shares, if any, attributable to such Series of Shares for such relevant quarter, subject to the loss carryforward provision described below. For purposes of calculating any increase in the net asset value of each Series of Shares, beginning net assets shall be adjusted to reflect subscriptions received and ending net assets will be net of Management Fees and shall be adjusted to ensure that redemptions payable at the end of the quarter are included. The Investment Manager may, in its sole and absolute discretion, waive or reduce the Incentive Fee with respect to any Series of Shares.

#### **Class B Shares**

Under the terms of the Investment Management Agreement, the Fund agrees to pay to the Investment Manager a monthly flat management fee in arrears (“**Management Fee**”) equal to 1.0% annually of the net asset value of the outstanding Shares of such Class (before deduction of that month’s Management Fee and any unearned Incentive Fees during the period and as of the end of the prior months).

#### **Incentive Fees**

The Fund agrees to pay to the Investment Manager a quarterly incentive fee (“**Incentive Fee**”), calculated and accrued as of the end of each month and payable quarterly in arrears, with respect to each Participating Share of each Series. The Incentive Fee shall equal 15% (fifteen percent) of the increase in the net asset value of each Series of Shares, if any, attributable to such Series of Shares for such relevant quarter, subject to the loss carryforward provision described below. For purposes of calculating any increase in the net asset value of each Series of Shares, beginning net assets shall be adjusted to reflect subscriptions received and ending net assets will be net of Management Fees and



shall be adjusted to ensure that redemptions payable at the end of the quarter are included. The Investment Manager may, in its sole and absolute discretion, waive or reduce the Incentive Fee with respect to any Series of Shares.

### **Class USD B Shares**

Under the terms of the Investment Management Agreement, the Fund agrees to pay to the Investment Manager a monthly flat management fee in arrears (“**Management Fee**”) equal to 1.0% annually of the net asset value of the outstanding Shares of such Class (before deduction of that month’s Management Fee and any unearned Incentive Fees during the period and as of the end of the prior months).

### **Incentive Fees**

The Fund agrees to pay to the Investment Manager a quarterly incentive fee (“**Incentive Fee**”), calculated and accrued as of the end of each month and payable quarterly in arrears, with respect to each Participating Share of each Series. The Incentive Fee shall equal 15% (fifteen percent) of the increase in the net asset value of each Series of Shares, if any, attributable to such Series of Shares for such relevant quarter, subject to the loss carryforward provision described below. For purposes of calculating any increase in the net asset value of each Series of Shares, beginning net assets shall be adjusted to reflect subscriptions received and ending net assets will be net of Management Fees and shall be adjusted to ensure that redemptions payable at the end of the quarter are included. The Investment Manager may, in its sole and absolute discretion, waive or reduce the Incentive Fee with respect to any Series of Shares.

### **Class F Shares**

No Management Fee or Incentive Fee fees are payable by the Fund to the Investment Manager in relation to the Class F Shares and no deduction shall be made from the Fund with respect to its Separate Account in relation to the Class F Shares.

Loss Carryforward/High Water Mark. The Incentive Fee related to each Class or Series of Shares is subject to what is commonly known as a “high water mark” procedure. That is, if a Series of Share Class has a net loss in any quarter, this loss will be recorded and carried forward as to such Series of Share Class to future years (the amount of such loss is referred to as a “**Loss Carryforward**”). Whenever there is a Loss Carryforward for a Series of Share Class with respect to a quarter, the Investment Manager will not receive the Incentive Fee with respect to such Series until the Loss Carryforward amount for such Shareholder has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Series for the calendar quarter following the Loss Carryforward).

### **Series Accounting**

In order to charge equitably the Incentive Fee described above among Shareholders who purchase Shares at different times throughout the year, a new Series of each Share Class will be offered to investors on each Subscription Day at the Subscription Price. Each Series will be designated sequentially where the initial Series issued will be Series I, the next, Series II, and so forth. Each Series of Shares issued will generally be re-designated and converted into the initial Series I at the end of any period in which an Incentive Fee is payable by the initial Series I and such subsequently issued Series; provided that if an Incentive Fee is not payable with respect to the initial Series I, such subsequently issued Series may be re-designated and converted into the earliest prior Series for which an Incentive Fee has been paid. Such conversion will not result in any economic change

in a Shareholder's investment. Such conversion will take effect by way of a compulsory redemption of the Shares to be converted and immediate subscription of the redemption proceeds for Shares of the relevant Series.

The Fund will establish and maintain separate accounts for each Series of Share Class (the "**Separate Accounts**" and each, a "**Separate Account**"). Investments are made for the Fund on a consolidated basis, and profits and losses are allocated to each Class and Series Separate Account pro rata based on their gross asset value as of the beginning of the Business Day.

### **Series Consolidation**

The Fund intends to, whenever possible, convert any subsequent Series into the initial Series. This process of series consolidation is done to limit the number of outstanding Series. During this consolidation process, a holder of Shares may find that, following such re-designation, the number of Shares that they hold may change in order to reflect the Net Asset Value per Share of such Shares, as at their date of conversion. The aggregate value of the Shares will not change

### **Administration Fees**

The fees of the Administrator are set forth in the Administration Agreement dated 1<sup>st</sup> June 2018.

### **General Expenses**

The preliminary expenses of the formation of the Fund (including fees in connection with the licensing of the Fund in the British Virgin Islands), the costs incurred in connection with the preparation and execution of the material contracts referred to below under the section headed "General Information", the preparation of this Offering Memorandum and all initial legal and printing costs will be borne by the Fund.

Organisational expenses incurred by the Fund will be amortised over a five-year period.

The Fund will, in addition, bear the cost of all brokerage (if any) payable on the purchase or sale of investments, interest on borrowings and fees in respect thereof, fees payable in the British Virgin Islands on increases in the share capital of the Fund, the annual company registration fee payable in the British Virgin Islands, the fees and expenses of the auditors and legal advisers to the Fund, the cost of printing and distributing the annual and semi-annual reports and statements and all other operating and administrative expenses. The director services fees and expenses will be borne by the Fund.

## CONFLICTS OF INTEREST

Investors' attention is drawn to the following potential conflicts of interest:

The Investment Manager and their respective affiliates, which shall be deemed to include, in each case, their respective officers, directors, employees and entities owned by any of the aforementioned parties (**Related Parties**) may face certain conflicts of interests in relation to the Fund. These conflicts include, but are not limited to, the following:

- The Related Parties may engage for their own accounts, or for the accounts of others, in other business ventures of any nature, and the Fund has no right to participate in or benefit from the other management activities of the Investment Manager described above and the Related Parties shall not be obliged to account to the Fund for any profits or benefits made or derived therefrom, nor shall they have any obligation to disclose or refer to the Fund any of the investment or service opportunities obtained through such activities.
- Related Parties may own Shares in the Fund.
- Serco Management Limited (SML) is an affiliate of the Administrator and is under common ownership with the Administrator. This creates an inherent conflict of interest for the Administrator and the Director. As such, in the event of a dispute between the Fund and the Administrator, there may be a requirement for SML to appoint another director and resign. At all times, so far as practicable, the Board will have regard to its obligations to act in the best interests of the Fund and its shareholders and will seek to ensure that any conflict of interest is resolved fairly and in the interests of the Fund and its shareholders.

## **REPORTS, STATEMENTS AND MEETINGS**

Monthly unaudited Net Asset Value statements shall be distributed to the Participating Shareholders.

The Fund's financial year ends on 31<sup>st</sup> December in each year and audited financial statements will be prepared in accordance with International Financial Reporting Standards (**IFRS**).

The Directors do not intend to hold regular annual general meetings but general meetings of the Fund may be convened from time to time by the Directors by notice in writing to Shareholders.

All financial statements, notices and other documents will be sent, in the case of joint holders of Participating Shares, to the holder who is named first in the Register of Members of the Fund at his registered address.

## TAXATION

Investors should consult their professional advisers on the potential tax consequences of subscribing for, purchasing, holding or redeeming Participating Shares under the laws of their country of citizenship, domicile or residence.

As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Fund is made will endure indefinitely. The following is based on the law and practice currently in force in the British Virgin Islands.

### **British Virgin Islands**

The Fund is not subject to tax in the British Virgin Islands. However, the Fund may be liable for any taxes which may be withheld at source in other countries in respect of income or gains derived from its investments.

In view of the number of different jurisdictions the laws of which may be applicable to Participating Shareholders, no attempt is made in this Offering Memorandum to summarize the possible local tax consequences of the acquisition, holding or disposal of Participating Shares. Investors should consult their professional advisers on the possible tax, exchange control or other consequences of buying, holding, selling or redeeming Participating Shares under the laws of their country of citizenship, residence or domicile.

## VALUATION AND PRICES

### Valuation Policy and Calculation of Net Asset Value

The Net Asset Value of the Fund shall be determined by the Administrator as at each applicable Valuation Day, and shall be the value as at such date of all the assets of the Fund (including interest and dividends accrued) less all the liabilities of the Fund (including accrued expenses and any accrued Management Fees and Incentive Fees), calculated on the basis of this Valuation Policy.

The Net Asset Value of a Class or Series shall be determined by or under the direction of the Administrator as at each applicable Valuation Day, and shall be the value as at such date of all the assets of the Fund (including interest and dividends accrued) attributable to the Class or Series, less all the liabilities of the Fund (including accrued expenses and any accrued Management Fees and Incentive Fees) attributable to the Class or Series, calculated on the basis of this Valuation Policy and ascertained with reference to the Separate Accounts established and maintained for that Class or Series in accordance with Regulations 5 of the M&A.

The Net Asset Value per Share attributable to a Series shall be determined by the Administrator as at each applicable Valuation Day, and shall be the Net Asset Value of the Series divided by the number of Shares of such Series then outstanding calculated in accordance with Regulation 6 of the M&A. Where Shares are not issued in separate Series, all the Shares in the same Class shall be treated as having been issued in a single Series for the purposes of this Valuation Policy.

The value of the assets and liabilities of the Fund shall be determined using International Financial Reporting Standards and in accordance with the following, which provides (inter alia) that:

- (i) the value of any cash on hand, on loan, on deposit or on call, bills, demand notes, accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received shall be deemed to be the full amount thereof unless the Directors shall have determined that any such deposit, bill, demand note or account receivable is not worth the full amount thereof in which event the value shall be deemed to be such value as the Directors consider to be the reasonable value;
- (ii) except in the case of any interest in a managed fund to which paragraph (iii) applies and subject as provided in paragraphs (iv) and (v) below, all calculations based on the value of investments quoted, listed, traded or dealt in on any stock exchange, commodities exchange, futures exchange or over-the-counter market shall be made by reference to the last traded price (or, lacking any sales, at the mean between the last available bid and asked prices) on the principal stock exchange for such investments as at the close of business in such place on the day as of which such calculation is to be made. Where there is no stock exchange, commodities exchange, futures exchange or over-the-counter market all calculations based on the value of investments quoted by any person, firm or institution making a market in that investment (and if there shall be more than one such market maker then such particular market maker as the Directors may designate) shall be made by reference to the mean of the latest bid and asked price quoted thereon, provided always that if the Directors in their discretion consider that the prices ruling on a stock exchange other than the principal stock exchange provide in all the circumstances a fairer criterion of value in relation to any such investment, they may adopt such prices;
- (iii) subject as provided in paragraph (iv) and (v) below, the value of each interest in any open-ended unit trust or corporation, open-ended investment company or other similar open-ended investment vehicle (a "managed fund") shall be the last published Net Asset Value

per unit, share or other interest in such managed fund (where available) or (if the same is not available) a price calculated by aggregating the last published bid price and the last published offer price therefore (excluding any preliminary or initial charge included in such offer price) and dividing the result by two;

- (iv) if no Net Asset Value, bid and offer prices or price quotations are available as provided in paragraphs (ii) or (iii) above, the value of the relevant asset shall be determined from time to time in such manner as the Directors shall determine;
- (v) Cryptocurrencies shall be priced using the last available price quoted on <https://coinmarketcap.com> as at the close of business on the Valuation Day. Provided that if the Directors, in their absolute discretion, deem the prices to be far from the fair market value then they may elect to use other similar crypto data providers. However, once this election has been made the Fund shall use the new designated price source consistently going forward;
- (vi) Digital related assets and liabilities that are tradeable on exchanges shall be valued at the last sale price on such corresponding exchanges and/or industry data sources in the Investment Manager's reasonable discretion, as of Coordinated Universal Time ("UTC") 23:59:59 on such date or if no sales occurred on such date, at the next available trade price as of UTC 23:59:59 on such date. If there are no prices available on such date, the Fund shall use the previous day's last closing price.
- (vii) notwithstanding the foregoing, the Directors may, at their absolute discretion, permit some other method of valuation to be used if they consider that such valuation better reflects the fair value; and
- (viii) any value (whether of a security or cash) otherwise than in Swiss Francs shall be converted into Swiss Francs at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, inter alia, to any premium or discount which they consider may be relevant, and to costs of exchange.

If the Directors resolve that the Fund shall issue further Classes or Series of Participating Shares it is possible that the method of calculating the net asset value may differ for those other Classes or Series of Participating Shares.

#### **Suspension of Calculation of Net Asset Value**

The Directors may at any time and from time to time suspend the determination of the Net Asset Value, and/or suspend the redemption of Participating Shares by a member, and/or extend the period for the payment of redemption monies to persons who have redeemed Participating Shares for the whole or any part of a period for any reason or no reason at their sole discretion.

No Participating Shares may be issued or redeemed during such a period of suspension.

## GENERAL INFORMATION

### Material Contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by the Fund and are, or may be, material:

- (i) the Advisory Agreement dated 1<sup>st</sup> June 2018 between the Fund and the Advisor pursuant to which the Advisor was appointed, subject to the overall supervision of the Directors, to advise the Fund 's investments and affairs. The Advisory Agreement was terminated with effect from 31 December 2022.
- (ii) the Administration Agreement dated 1<sup>st</sup> June 2018 between the Fund and the Administrator, pursuant to which the Administrator was appointed to provide certain administrative services to the Fund; and
- (iii) the Investment Management Agreement dated 1<sup>st</sup> January 2023 between the Fund and the Investment Manager pursuant to which the Investment Manager was appointed, subject to the overall supervision of the Directors, to manage the Fund's investments and affairs.

### Litigation

The Fund is not engaged in any litigation or arbitration and the Directors do not know of any litigation or claim pending or threatened by or against the Fund.

### Directors' Interests

Since incorporation of the Fund, no remuneration has been paid and no benefits in kind or loans have been granted to the Directors, and the Fund has not provided any guarantee for the benefit of any Director.

Save as disclosed elsewhere in this Offering Memorandum.

- (a) no Director has any interest, direct or indirect, in the promotion of or in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Fund;
- (b) no Director is materially interested in any contract or arrangement subsisting at the date hereof which is unusual in its nature or significant in relation to the business of the Fund; and
- (c) no Director (nor any spouse or child under 18 of a Director nor any connected person of a Director) has any interest, direct or indirect, in the share capital of the Fund. Such persons may acquire Participating Shares on the same terms as other investors.

### Disclosure of Interests

Save as may result from the entry by the Fund into the agreements listed under "Material Contracts" above or any other fees, commissions or expenses discharged, reimbursed or paid as disclosed elsewhere in this document, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Fund.

### Mutual Funds Law

The Fund is regulated as a professional fund under **SIBA**. However, the Fund will not be subject to supervision in respect of its investment activities or the constitution of the Fund's portfolio by



the Commission or any other governmental authority in the British Virgin Islands, although the Commission does have power to investigate the activities of the Fund in certain circumstances. Neither the Commission nor any other governmental authority in the British Virgin Islands has passed judgment upon or approved the terms or merits of this document. There is no investment compensation scheme available to investors in the British Virgin Islands.

As a regulated mutual fund, the Fund is subject to the supervision of the Commission and the Commission may at any time instruct the Fund to have its accounts audited and to submit them to the Commission within such time as the Commission specifies. Failure to comply with these requests by the Commission may result in substantial fines on the part of the Directors and may result in the Commission applying to the court to have the Fund wound up.

### **Confidential Information**

- (a) The Fund shall be entitled to retain any information it receives, whether within or without the British Virgin Islands, in such manner as it shall, in its absolute discretion, consider appropriate. The Fund reserves the right to engage such agents, whether within or without the Islands, as, in its absolute discretion, it shall consider appropriate for the purpose of complying with its obligations pursuant to applicable laws and regulations.
- (b) The Fund, the Administrator and the Investment Manager will treat information received from investors as confidential and will not disclose such information other than:
  - (i) to their professional advisers or other service providers, whether within or without the Islands, where the Fund, the Administrator or the Investment Manager (as applicable) considers such disclosure necessary or appropriate in the normal course of business or to enable them to conduct their affairs; or
  - (ii) where such disclosure is required by any applicable law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental or other regulatory or taxation agency authority.

By subscribing for Shares, an investor is deemed to consent to any such disclosure and the Subscription Agreement contains an express authorization to this effect.

### **Tax Matters**

#### The British Virgin Islands Financial Institution Reporting Regime ,FATCA:

The British Virgin Islands (“BVI”) has signed a Model 1(b) (non-reciprocal) inter-governmental agreement with the United States (the “US IGA”) which gives effect to the automatic tax information exchange requirements of the US Foreign Account Tax Compliance Act (“US FATCA”) with respect to the automatic exchange of tax information relating to US persons.

Amendments have been made to the Mutual Legal Assistance (Tax Matters) Act 2003 and orders have been made pursuant to this act to give effect to the terms of the US IGA (the “BVI legislation”). Guidance notes were published by the government of the British Virgin Islands in March 2015 to provide practical assistance to entities and others affected by the US IGA and the BVI legislation (the “Guidance Notes”).

The US IGA provides that BVI financial institutions (“FIs”) which comply with the US IGA and the BVI legislation will be treated as satisfying the due diligence and reporting requirements of

US FATCA and accordingly will be “deemed compliant” with the requirements of US FATCA, will not be subject to withholding tax, and will not be required to close recalcitrant accounts. The US IGA categorises FIs as either “Reporting FIs” or “Non-Reporting FIs”. By default, all BVI FIs will be Reporting FIs, unless they qualify as Non-Reporting FIs. The categories of Non-Reporting FIs are specified in Annex II to the relevant IGA. In relation to US FATCA a Reporting FI is, amongst other things, (i) not required to enter an “FFI agreement” with the US Internal Revenue Service (“IRS”), (ii) required to register with the IRS to obtain a Global Intermediary Identification Number, (iii) required to conduct due diligence on its investors to identify whether accounts are held directly or indirectly by “Specified US Persons”, and (iv) required to report information on such Specified US Persons to the BVI International Tax Authority (the “BVI ITA”). The BVI ITA will exchange the information reported to it with the IRS annually on an automatic basis. A Non-Reporting FI will not be subject to these requirements. Both Reporting and Non-Reporting FIs may need to provide self-certification, on US tax forms, as to their US FATCA status, to withholding agents to avoid the imposition of the FATCA withholding tax (currently at the rate of 30%).

Under the terms of the US IGA US FATCA withholding tax will not be imposed on payments made to the Fund, unless it is deemed to be a Nonparticipating Financial Institution (as defined in the US IGA) as a result of “significant non-compliance”. The US IGA does not require the Fund to withhold tax on payments made by the Fund to an account holder on account of US FATCA or otherwise.

### **Common Reporting Standard (CRS)**

The CRS is the standard for automatic exchange of financial information, it is another inter-governmental agreement (“IGA”) similar to US IGA and. CRS was implemented on 31 December 2015 as the Mutual Legal Assistance (Tax Matters) (Amendment) (No. 2) Act 2015

By investing (or continuing to invest) in the Fund, investors shall be deemed to acknowledge that:

- (i) the Fund (or its agent) may be required to disclose to the BVI ITA certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any), social security number (if any) and certain information relating to the investor's investment;
- (ii) the BVI ITA may be required to automatically exchange information as outlined above with the IRS, HMRC and other foreign fiscal authorities;
- (iii) the Fund (or its agent) may be required to disclose to the IRS, HMRC and other foreign fiscal authorities certain confidential information when registering with such authorities and if such authorities contact the Fund (or its agent directly) with further enquiries;
- (iii) the Fund may require the investor to provide additional information and/or documentation which the Fund may be required to disclose to the BVI ITA;
- (iv) in the event an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Fund, or a risk of the Fund or its investors being subject to withholding tax under the relevant legislative or inter-governmental regime, the Fund reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the investor concerned; and

- (vi) no investor affected by any such action or remedy shall have any claim against the Fund (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Fund in order to comply with any of the US IGA or any future IGAs, or any of the relevant underlying legislation.

The tax and other matters described in this Memorandum do not constitute, and should not be considered as, legal or tax advice to prospective Shareholders.

**Country supplement for Switzerland**

**COUNTRY SUPPLEMENT FOR SWITZERLAND DATED JANUARY 2021**  
**TO THE**  
**OFFERING MEMORANDUM**  
**OF**  
**SWISSREX CRYPTO FUND LTD**

*The Fund is not registered with the Swiss Financial Market Supervisory Authority (“FINMA”) for distribution to non-qualified investors pursuant to Article 120 para. 1 to 3 of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006, as amended (“CISA”). Accordingly, pursuant to Article 120 para. 4 CISA, the Fund may only be offered and this Offering Memorandum may only be distributed in Switzerland to qualified investors as defined in the CISA and its implementing ordinance. Further, the Fund may be sold under the exemptions of Article 3 para. 2 CISA. Investors in the Fund do not benefit from the specific investor protection provided by CISA and the supervision by the FINMA in connection with the licensing for distribution.*

*This country supplement (the “Supplement”) to the Offering Memorandum of Swissrex Crypto Fund Ltd (the “Fund”), dated December 2020 (as amended, supplemented or modified from time to time) forms part of and should be read in conjunction with the Offering Memorandum.*

**Swiss Representative:**

FIRST INDEPENDENT FUND SERVICES LTD, Klausstrasse 33, CH-8008 Zurich.

**Swiss Paying Agent:**

Helvetische Bank AG, Seefeldstrasse 215, CH-8008 Zurich.

**Location where the relevant documents may be obtained:**

The Offering Memorandum, the Memorandum and Articles of Association as well as the annual reports of the Fund may be obtained free of charge from the Swiss Representative.

**Payment of retrocessions and rebates:**

1. The Investment Adviser and its agents may pay retrocessions as remuneration for distribution activity in respect of fund units in or from Switzerland. This remuneration may be deemed payment for the following services in particular:

- Distributing the Fund to potential investors in or from Switzerland

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

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

On request, the recipients of retrocessions must disclose the amounts they actually receive for distributing the collective investment schemes of the investors concerned.

2. In respect of distribution in or from Switzerland, the Investment Adviser and its agents do not pay any rebates to reduce the fees or costs incurred by the investor and charged to the fund.

**Place of performance and jurisdiction:**

In respect of the Shares distributed in or from Switzerland to Qualified Investors, the place of performance and the place of jurisdiction is at the registered office of the Swiss Representative.

## DIRECTORS AND OTHER PARTIES

### Directors

Serco Management Limited  
c/o ATU General Trust (BVI) Limited,  
3076 Sir Francis Drake's Highway,  
P.O. Box 3463,  
Road Town, Tortola  
British Virgin Islands

William R. Green  
Mount Healthy, PO Box 3242  
Tortola, British Virgin Islands

### Administrator

ATU Fund Administrators (BVI) Limited  
3076 Sir Francis Drake's Highway  
P.O. Box 3463,  
Road Town, Tortola  
British Virgin Islands

### Investment Manager

Crypto Consulting AG  
Seefeldstrasse 27  
8008 Zurich  
Switzerland

### Registered Office

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3076 Sir Francis Drake's Highway  
P.O.Box 3463,  
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British Virgin Islands

### Custodian

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Uetlibergstrasse 134a  
8045 Zurich  
Switzerland

### Auditor

HLB Trinity (BVI) Ltd.  
4<sup>th</sup> Floor RJT Edifice  
Waterfront Drive  
P.O. Box 260  
Road Town  
Tortola  
British Virgin Islands

### BVI Legal Advisers

Collas Crill  
125 Main Street  
P.O. Box 144  
Road Town  
Tortola, British Virgin Islands

### Swiss Representative

First Independent Fund Services Ltd  
Klasusstrasse 33  
CH-8008 Zurich  
Switzerland

### Swiss Paying Agent

Helvetische Bank AG  
Seefeldstrasse 215  
CH- 8008 Zurich  
Switzerland