



# Luctor Investment Fund

**ADDENDUM TO THE LUCTOR INVESTMENT FUND  
PROSPECTUS FOR LUCTOR INVESTMENT FUND –  
CONSERVATIVE (LIFC)**



## **Luctor Investment Fund**

An Alternative Investment Fund having obtained the authorisation of the Cyprus Securities and Exchange Commission (hereinafter the "Fund")

### **ADDENDUM TO THE LUCTOR INVESTMENT FUND PROSPECTUS FOR LUCTOR INVESTMENT FUND – CONSERVATIVE (LIFC)**

Luctor Investment Fund – Conservative, hereinafter referred to as the "Sub-fund" or the "Fund", a sub-fund of the Luctor Investment Fund, established in the Republic of Cyprus pursuant to the decision taken by the Cyprus Securities and Exchange Commission (CySEC) on 05/10/2015.



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# LUCTOR

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## 1. Definitions

In this Addendum, the following words and expressions shall have the following meanings:

|                                      |  |
|--------------------------------------|--|
| "Addendum"                           | means this confidential addendum to the Luctor Investment Fund Prospectus.   |
| "AIF Law"                            | means the Alternative Investment Funds Law of 2014 (L131(I)/2014) as amended, or any law that may replace or amend it.   |
| "AIF with limited number of persons" | means an alternative investment fund within the meaning given in the AIF Law.  |
| "Application Form"                   | means the form funding this Addendum headed as such to be completed for the purposes of applying for subscription for Units in the Fund.   |
| "Base Currency"                      | means the Currency in which the Units of the Fund are denominated i.e. the Euro.   |
| "Business Day"                       | means a day, other than a Saturday or Sunday, which is a bank business day in the Republic of Cyprus.  |
| "Cash Distribution"                  | means any amount of cash to be distributed to the Unitholders prior to subtracting any relevant Performance Fees.  |
| "Cyprus"                             | means the Republic of Cyprus.  |
| "CySEC"                              | means the Cyprus Securities and Exchange Commission.   |
| "Depository"                         | means the legal entity, as it is defined in section 116(4) of the AIF Law, to which assets of the Fund are entrusted for safe-keeping.   |
| "Depository Agreement"               | means the agreement between the Manager and the Depository.  |
| "Duties and Charges"                 | means all stamp duty and other duties, taxes, governmental charges, evaluation fees, property management fees, agents fees, brokerage fees, commissions, bank charges, transfer fees, registration fees, and other duties and charges, whether in respect of the constitution or increase of the assets of the Fund or the creation, issue, conversion, exchange, purchase, repurchase, redemption, sale or transfer of Units or the purchase of investments by or on behalf of the Fund or in respect of the issue or cancellation of Units or otherwise which may have become or will become payable in respect of or prior to or upon the execution of any transaction, dealing or valuation. |
| "Euro" and "€"                       | each means the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the EC Treaty.   |
| "Fund Administrator"                 | means the person appointed as the administrator of the Fund under an administration agreement.   |
| "Gate"                               | means the percentage of the Net Asset Value of the Fund on a Redemption Date which, if exceeded by the aggregate amount of requested redemptions of Shares on such Redemption Date, redemptions may not be permitted.  |
| "General Meeting"                    | means a general meeting of the members of the Company.   |
| "High Water Mark"                    | means the greater of the Initial Offering Period Subscription Price and the highest Net Asset Value per Unit achieved as at the end of any previous Calculation Period (if any) during which such Unit was in issue.   |



|                                |   |
|--------------------------------|---|
| "Ineligible Person"            | means an applicant or an investor that for legal, tax regulatory, or any other reason from time to time determined by the Manager in their sole discretion to be an ineligible person.  |
| "Initial Offering Period"      | means the period of two months after the approval of the sub-fund in which application for subscription for Units may be made. The Manager may, in their discretion, extend or shorten the Initial Offering Period.   |
| "Investment Advisor"           | means any person who may be appointed as investment advisor of the Fund from time to time.  |
| "Investment Committee"         | Is the governing body which is charged with the functions of overseeing investment topics, detecting and evaluating investment opportunities as well as designing suiting strategies, all being subject to the board's perusal and ultimate approval".        |
| "Lock up Period"               | means the period during which the holders of Participation Shares are not allowed to redeem the Participation Shares  |
| "Management Fee"               | means the fee payable by the Fund to the Manager, details of which are set out in the Prospectus.   |
| "Manager"                      | means the person appointed as the manager of the Fund. The Manager of the Fund is Emergo Wealth Ltd.  |
| "Minimum Initial Subscription" | means the minimum subscription monies of value.   |
| "Minimum Residual Holding"     | means the minimum holding of Units to be maintained by a Unitholder at all times.   |
| "Net Asset Value per Unit"     | means the amount determined as being the Net Asset Value per Unit on any Valuation Date and is calculated by dividing the Net Asset Value by the number of Units then in issue or deemed to be in issue on such Valuation Date rounded to two decimal places. |
| "Net Asset Value"              | means the aggregate of the Fund's assets less the aggregate of its liabilities pursuant to the Rules.   |
| "Performance Fee"              | means the fee payable by the Fund to the Manager.   |
| "Prime Broker"                 | means a broker offering a variety of services, which include but are not limited to execution of trades.  |
| "Professional Firm"            | means any firm qualified to provide professional valuations on assets.  |
| "Redemption Price"             | means the price at which Units shall be redeemed by the Fund at the request of Unit-holders in accordance with the provisions of the Rules.   |
| "Redemption Proceeds"          | means the amount payable by the Fund to a Unitholder whose Units have been redeemed by the Fund.  |
| "Register of Unitholders"      | means the register of Unit-holders of the Fund maintained by the Manager of the Fund.   |
| "Subsequent Subscription"      | means any subscription for Units other than subscriptions in the Initial Offering Period.   |
| "Units"                        | means the Units in the Fund as described in paragraph 15 herein below.  |
| "Unit-holder"                  | means the holder of a unit or a fraction of a unit.   |
| "Valuation Date"               | means the last business day of each month or such other business day as the Manager may from time to time determine.  |



"Well-Informed Investor"

means every investor who is not a professional investor and fulfils the following conditions: (a) the investor confirms in writing that he is a well-informed investor and that he is aware of the risks related with the proposed investment, and (b) either his investment in the AIF amounts, at least, to €125,000, or he is assessed as a well-informed investor, either by a credit institution that falls within the scope of the Banking Laws as amended, or by an Investment Firm, or by a UCITS management Fund and the above mentioned assessment shows that he has the necessary experience and knowledge to be able to evaluate the appropriateness of the investment in the AIF.

Expressions which are not defined in this Addendum shall have the meaning given to them in the Law.

## **2. Important Information**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## **3. Persons Responsible**

The Manager of the sub-Fund whose name appears under paragraph 20 of this Addendum, is responsible for the information contained in this document. The Manager of the sub-Fund has taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects and that there are no other material facts the omission of which would make any statement in this document, misleading, whether fact or opinion. The Manager accepts responsibility accordingly.

## **4. Introduction**

The Luctor Investment Fund – Conservative, is a sub-Fund of the Luctor Investment Fund (AIF04/2014), which is subject to the provisions of the AIF Law as a separate AIF.

## **5. No application for listing**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## **6. Depositary, Investment Committee, Service Providers and Advisors Registered Offices**

|                |  |
|----------------|--|
| Manager        | Emergo Wealth Ltd  |
| Administrator  | Emergo Wealth Ltd  |
| Depositary     | Hellenic Bank Public Company Ltd.  |
| Auditors       | Please refer to the relevant section of the Luctor Investment Fund Prospectus. |
| Legal Advisors | Please refer to the relevant section of the Luctor Investment Fund Prospectus. |

## **7. Name of issuer**

Emergo Wealth Ltd.

## **8. Form and Establishment**

Luctor Investment Fund – Conservative established in the Republic of Cyprus as a sub-Fund of the Luctor Investment Fund, an umbrella fund with segregated liability between its compartments.

The sub-Fund is a Common Fund recognised to operate with Units and authorised by the CySEC to operate as an alternative investment fund, under the AIF Law. The registered office of the sub-Fund is: 12, Demostheni Severi Avenue, 5<sup>th</sup> Floor, 1080, Nicosia, Cyprus.



## 9. The Prospectus

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## 10. Supervision

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## 11. Representations

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## 12. Base and Reporting Currency

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## 13. Investment Objective and Strategy

The Conservative sub-Fund aims to provide a well-diversified multi-asset class portfolio with a low risk exposure (as measured by the standard deviation of returns). This sub-Fund will invest in publicly listed securities, fixed term deposits, Mutual Funds and Exchange Traded Funds (ETFs), regardless the sector or size. The Fund seeks to achieve its investment objective through investing in a globally diversified portfolio of cash, fixed income, equities and alternative investments, evaluating the risk-return characteristics of these asset classes considering current valuations, expected returns and major long term themes driving investment markets.

The Investment Committee consists of the following members:

| Member name            | Qualifications   | Financial industry experience (years) | Expertise   |
|------------------------|--|---------------------------------------|---|
| Mike Balm              | DBA, MBA, CPA, ACMA, CGMA, CMA   | 18 years                              | Private wealth management, venture capital and private equity, investment advice, research.   |
| Constantinos Neophytou | Ph.D., CIMA®, Dipl. Director (IoD), Advanced Certification issued by CySEC | 16 years                              | Investment strategy, wealth management, investment advice, research, alternative investments. |
| Michael Hadjihannas    | B.Eng, M.SC, STA, CFTe, MTFa, Advanced Certification issued by CySEC       | 17 years                              | Wealth management, investment advice, research & market analysis, algorithmic trading.        |

## 14. Duration of the Fund

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

## 15. Fund Units and Subscriptions

The initial share capital of the sub-Fund is €125,000.

### Initial offering period

The Initial Offering Period for the sub-fund will last for two months from the date of approval of this sub-fund. The Manager may, in their discretion, extend or shorten the Initial Offering Period. The subscription price as regards subscriptions in the Initial Offering Period has been determined by the Manager to be €1.00 per Unit plus any bank charges. The Manager shall not consider any Application Form for subscription relating to the Initial Offering Period delivered to the Manager after the period specified above.

After the Initial Offering Period, Subsequent Subscriptions for Units will be possible as per the restrictions below. For any Subsequent Subscription, the subscription price per Unit to be allotted shall be an amount equal to the Net Asset Value per Unit on the applicable





Valuation Date net of any accrued performance fees as at the Valuation Date immediately preceding the Subscription Date on which the Application Form is definitive, plus such sum as the Manager in their absolute discretion may from time to time determine as an appropriate provision for Duties and Charges in respect of the allotment and issue of the Units plus any bank charges.

### Subscriptions

Any investor wishing to subscribe to Luctor Investment Fund – Conservative must complete and sign the relevant Application Form (Appendix 2 Luctor Investment Fund – Conservative: Offer For Subscription Application Form of this prospectus) and send the required documents to the Manager at the following address:

Registered Office (and Mailing Address): 12, Demostheni Severi Avenue, 5<sup>th</sup> Floor, 1080, Nicosia, Cyprus  
Telephone: +357 22 449122  
Facsimile: +357 22 780589  
E-Mail: info@emergowealth.net

Once submitted, the Application for subscription is irrevocable. It shall be at the discretion of the Manager of the sub-Fund to decide whether to accept or reject the Application for subscription in whole or in part.

The Application Form must be sent by registered mail, facsimile or electronic mail no later than five (5) Calendar Days before the relevant Subscription Date or no later than ten (10) Calendar Days before the last day of the Initial Offering Period.

Where the Application Form and all required documents are initially sent by facsimile or electronic mail, the originals must also be delivered to the Manager by registered mail in order to complete the trade. The sub-Fund and the Manager accept no responsibility for any loss caused as a result of non-receipt of any Application Form sent by electronic mail or facsimile.

Upon receipt of the application a confirmation will be issued which will be sent to the applicant within three (3) Calendar Days after the relevant Subscription Date, providing details of the subscription.

Verification of identity of applicants, the source of funds and other information required for the purposes of the anti-money laundering compliance procedure shall be required. If not satisfactory information and documentation is produced, then the Manager has the right to reject an Application Form.

At all times, it shall be at the absolute discretion of the Manager of the sub-Fund whether to accept the application for subscription of any investor interested in participating in the sub-Fund, whether such investor is already a Unitholder of the Fund or not. If the application for subscription is not accepted, any subscription monies which have been received shall be returned by wire transfer to the bank specified by the applicant without any interest and less any charges or by registered mail by banker's draft at the applicant's risk, without any interest and less any charges.

The consideration for Units, whether subscribed for in the Initial Offering Period or in a Subsequent Subscription, shall be given in cash or in kind as described herein below.

Offer for Subscription Application Forms which are received late, or subscription monies which are not cleared by the relevant time, may be held over and will be treated as having been received in respect of the next Subscription Date.

### Consideration in Cash

In the event that consideration for subscription for Units shall be given in cash, then cleared subscription monies must be received by the Fund no later than three (3) Calendar Days before the relevant Subscription Date. Subscription monies will only be accepted in Euros (€), hence the investor has to convert any other currency to Euro at his own cost prior to the payment. The subscription amounts should be paid by wire transfers to the following Bank Subscription Accounts of the relevant sub-fund:

|                                       |   |
|---------------------------------------|---|
| Account Name                          |   |
| Luctor Investment Fund – Conservative | Account Number: 023-01-763556-01<br>IBAN: CY77 0050 0023 0000 2301 7635 5601<br>SWIFT: HEBACY2N |



### **Consideration In-kind**

Subscriptions in kind may be accepted by the Fund in accordance with and subject to any applicable provisions of the Companies Law.

In the event that consideration for subscription shall be given in kind, it shall be in the form of listed securities but it shall be at the sole discretion of the sub-Fund to decide whether it wishes to accept the specific securities as consideration for the subscription. The sub-Fund will only accept traded securities listed on recognised exchanges in Europe, the United States and globally.

Consideration in kind will be accepted for security transfers with a value exceeding €5,000. Subject to the relevant provisions of the Companies Law as amended, the effective value of the security transfer for the purpose of calculating the consideration that will be used to purchase Units in the Fund, will be the closing price per security on the day of the execution of the transaction by the recognised exchange, multiplied by the number of securities transferred minus any brokerage fees and fees and charges payable to the exchange; such transaction shall be made on the day following the acceptance of the application by the Fund.

### **Minimum investment per Subscriber of Units**

The Minimum Initial Subscription for Units for each investor is €500 (whether such subscription shall be made in the Initial Offering Period or subsequently). This means that each investor shall contribute in cash of a net amount not less than €500 or transfer to the Fund securities valued not less than €1,000 at the time of the subscription to the Fund. It should be clearly noted that this minimum amount set may change at a later stage at the discretion of the Manager. The Minimum Initial Subscription amount applies to each sub-fund.

For Subsequent Subscriptions in Units by existing Unit-holders, the minimum investment must be not less than €100 or securities valued not less than €1,000 at the time of the subscription.

The Minimum Residual Holdings to be maintained subsequent to any partial redemption or a change in the value of the total Net Asset Value of the Units held by a particular Unit-holder is €1,000. Where the total Net Asset Value of the Units held by a particular Unit-holder becomes less than €1,000 the Fund shall notify the said Unit-holder accordingly in writing (by facsimile). In such event, the Fund may proceed with compulsory redemption of all Units held by such Unit-holder pursuant to the Rules or allow the said Unit-holder to purchase additional Units in order for the minimum residual holdings requirement to be complied with.

A Well-Informed Investor who fails to provide together with the relevant Application Form (Appendix 2 Prospectus) an assessment in writing of by a credit institution that falls within the scope of the Banking Laws as amended, or by an Investment Firm, or by a UCITS management Fund showing that such investor has the necessary experience and knowledge to be able to evaluate the appropriateness of the investment in the AIF shall not qualify for the above minimum initial subscription. Such investor's intended investment shall need to amount to at least €5,000.

For more information about the sub-Fund's units please refer to the relevant section of the Luctor Investment Fund Prospectus.

## **16. Redemptions**

### **Submission of Redemption Request**

The Unitholders holding Units may make a request for the redemption of all or any Units held by them on any Redemption Date. Instructions for the redemption of any Units may be given by sending a completed and signed Redemption Request Form in the form of Appendix 3 of this Prospectus to the Manager of the sub-Fund. The Redemption Request Form must arrive at the Manager's office by registered mail, facsimile or electronic mail no later than five (5) calendar days prior to the relevant Redemption Date. Requests received after such time (unless permitted by the Manager) will be held over until the next Redemption Date.

Where instructions are initially given by facsimile or electronic mail the original Redemption Request Form must be delivered to the Manager by registered mail or courier as a precondition to the completion and processing of the transaction.

The sub-Fund and the Manager shall bear no responsibility for any loss caused as a result of non-receipt of any instructions given by facsimile or electronic mail. In addition, the request for redemption must be accompanied by the share certificate (if any) duly endorsed by the Unitholder in relation to such Units (this does not apply if the unit certificate shall be kept at the registered office of the sub-Fund) or by such proper evidence as the Manager may at its absolute discretion require in relation to succession or assignment, if applicable.



The Manager will confirm in writing within three (3) Calendar Days the receipt of all faxed or emailed Redemption Request Forms, which are received in good order. Failure to obtain such written confirmation will render faxed or emailed instructions void.

For as long as Units are pledged, the holder of such Units shall not be able to redeem the Units. A request for redemption as regards any of the pledged Units may only be made by the pledgee as described in paragraph 14 above.

A Unitholder holding Units shall not be entitled to revoke or withdraw the Redemption Request Form. A request for redemption may be withdrawn only in the event of suspension of the determination of the Net Asset Value.

#### **Redemption Dates**

Redemptions will be allowed on a monthly basis or on a more frequent basis (weekly or daily) as the Manager may determine with a five (5) day notice period. .

#### **Redemption Price**

The Redemption Price shall be equal to the Net Asset Value per Unit calculated on the Valuation Date immediately preceding the relevant Redemption Date following the five (5) days' notice period required for redemptions less any such sum, as the Manager may consider, represents the appropriate amount for Duties and Charges in relation to the realisation or cancellation of the Units to be redeemed. Where instructions to redeem are received less than thirty (30) calendar days prior to the Redemption Date, such request for redemption will be considered for the following redemption date and the Units concerned will be redeemed at a price based on the Net Asset Value per Unit prevailing on the following Redemption Date.

#### **Minimum Redemption Amount**

A Unitholder may redeem part of his holdings but the Manager reserves the right to refuse such a redemption request if the value of the Units to be redeemed is less than €1,000. For the purposes of determining this limit, the value of the Units will be calculated by reference to the Net Asset Value per Unit on the first Redemption Date following the thirty (30) day notice period from the receipt of the Redemption Request.

The Manager may waive notice requirements or permit redemptions under other circumstances and on conditions as they, in their sole and absolute discretion, deem appropriate.

#### **Gate**

With respect to each Redemption Date and subject to other limitations on redemptions set forth herein, if the result of the total redemption of Units pursuant to the Redemption Requests for such Redemption Date would be the payment to the Unitholders of an aggregate amount that would exceed twenty five percent (25%) of the Net Asset Value of the Fund on the Redemption Date ("Gate"), the Manager, taking into consideration the market conditions and the liquidity of the markets in which the financial instruments of the sub-Fund are traded on such date, shall have the discretion to reduce pro rata the number of Units to be redeemed pursuant to each request for redemption so that the aggregate amount that shall be payable on the Redemption Date to all Unitholders who made requests for redemption of Units as regards that Redemption Date does not exceed the Gate. In such event the Manager shall proceed to effect the redemption of the residual Units, to which such Redemption Requests relate and which have not been redeemed on the Redemption Date, gradually over a period of up to a calendar month from the Redemption Date at the Net Asset Value per Unit on the date of each redemption of the residual Units. Every time redemptions shall take place within such period they shall be effected on a pro rata basis ensuring that no discrimination shall take place between any of the Unitholders who made Redemption Requests relating to the same Redemption Date.

#### **Settlement**

Redemption will ordinarily be effected in cash if and to the extent that the Manager, acting in good faith, determines that there are sufficient liquid assets with which to effect a cash redemption. The cash payment will be made in Fund's base currency (Euro) within five (5) Calendar Days of the relevant Redemption Day by wire transfer and (subject to anti-money laundering rules) in accordance with instructions given by the Unitholder to the Manager and at the Unitholder's risk and cost.

#### **Suspension**

The right of applicants to redeem their Units is suspended whenever the determination of the Net Asset Value is suspended (see below).

The sub-Fund may suspend the redemption of Units in exceptional cases and where suspension is justified having regards to the interest of the Unitholders.



Suspension of redemption may be decided by CySEC at its own initiative.

#### **Compulsory Redemptions**

The Manager shall have the right to effect the compulsory redemption of all Units held by or for the benefit of a particular Unitholder if:

- (a) The Manager determines that the continued holding of Units by such Unitholder would cause any legal, pecuniary, tax or regulatory disadvantage to the Fund or place any other Unitholder at a material disadvantage.
- (b) The total net asset value of the Units held by such Unitholder is less than €1,000. In such a case, the sub-Fund will notify the Unitholder accordingly in writing.
- (c) A Unitholder has become an ineligible person for any legal, regulatory, tax or any other reason to be determined by the Manager of the sub-Fund in its sole discretion.
- (d) A Unitholder holds Units in breach of any law or regulation or otherwise in circumstances having or which may have adverse legal, supervisory, regulatory, tax, pecuniary or material administrative consequences for the Fund or its Unitholders.
- (e) A Unitholder has failed to provide any information or declaration required by the Manager within ten (10) Calendar Days of being requested to do so.
- (f) During a period of six years no acknowledgement has been received from a Unitholder holding Units in respect of any confirmation of ownership of any Unit that was sent to the Unitholder. In such case the redemption proceeds are to be held in a separate interest-bearing account.

#### **Money Laundering**

Investors should note that the Manager reserves the right to refuse to accept a redemption request if it is not accompanied by such additional information as they may reasonably require in order for the sub-Fund to comply with the prevention of money laundering and terrorist financing obligations including due diligence, identification of applicants and information on the source of income.

The Manager of the Fund may at any time require further documents for the purposes of the measures and compliance with procedures for the prevention of money laundering and terrorist financing.

### **17. Net Asset Value**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **18. Dividend Policy**

Unless otherwise decided by the Manager, no dividends will be declared in respect of the Units. Income earned by the sub-Fund will be re-invested and reflected in the value of the issued Units.

Dividend income paid on securities held by the sub-Fund will be recognised and accumulate in the sub-Fund on the day the security becomes "ex-dividend".

The accounting reference date of the sub-Fund is December 31st. The income available for accumulation in the sub-Fund comprises all income received or receivable for the account of the sub-Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager consider appropriate, after consulting the Fund's auditors in accordance with the applicable regulations in relation to taxation and other matters.

Income relating to the Fund will be allocated among the Units only as it accrues or is received in proportion to the rights to participate in the Fund.

### **19. Fund Administrator**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.



## 20. Manager

The Fund is managed by Emergo Wealth Ltd.

For information about the duties of the Manager, refer to the relevant section of the Luctor Investment Fund Prospectus.

The sub-Fund will pay the Manager for its services a "Management Fee" and a "Performance Fee" (if applicable). The Manager shall render their services to the sub-Fund at their own expense, including salaries of employees necessary to render the services, all general overhead expenses attributable to its offices and employees and other expenses incident to the rendering of such services.

## 21. Depositary

Hellenic Bank Public Company Ltd. is the appointed Depositary of the sub-Fund. All client money inflows and outflows and all money transfers to brokerage accounts for investment purposes are carried out via the Depositary. The sub-Fund keeps the following bank accounts with the Depositary:

- a) Client subscription money account in euros. This account is used for new client subscriptions in euros prior to the issue of new shares in the Fund (to ensure segregation of client funds).
- b) Settlement account in euros. This account is used for money transfers to the sub-Fund's brokerage accounts for investment purposes, payment of Fund charges and fees, settlement of redemption proceeds etc.
- c) Expenses account in euros. This account is used to track all charges, fees and expenses incurred by the sub-Fund.
- d) Client subscription account in US dollars. This account is used for new client subscriptions where the consideration is paid in US dollars instead of euros.
- e) The charges incurred by the sub-Fund for these services are the standard money transfer/payment charges charged by the Depositary for these types of services.

## 22. Fees and Expenses

The sub-Fund will pay its own expenses including the fees payable to the Manager, the fees payable to Emergo Wealth Ltd. for the services to be provided in its capacity as the Fund Administrator, fees payable to the Depositary, as well as any accounting, auditing and legal expenses, organizational expenses, expenses attributable to its offices, officers, employees and other expenses incidental to the rendering of such services.

### Management Fee

Pursuant to the Management Agreement the Manager will receive an annual management fee calculated at least monthly. The Management Fee may be calculated weekly or daily, at the discretion of the Manager. The Management Fee is calculated on the last Day of the respective period and is payable as soon as practicable after it has accrued (and in any event within seven (7) days after the expiry of that period). The annual management fee is set to be 0.6% of the Net Asset Value of the sub-Fund. The Manager reserves the right, without prior notice of Unitholders, to decrease the said fee in the event the Fund's NAV is less than or equal to €10,000,000, to protect Unitholders from paying a disproportional fee to the size of the Management Fee.

The Management Fee will be payable out of the assets of the sub-Fund.

### Performance Fee

The Manager will not receive an annual Performance Fee.

### Equalisation Adjustments

If an investor subscribes for Units at a time when the Net Asset Value per Unit is other than the High Water Mark per Unit, certain Equalization Adjustments will be made to reduce inequities that could otherwise result to the subscriber or to the Manager.

- (A) If Units are subscribed for at a time when the Net Asset Value per Unit is less than the High Water Mark per Unit, the investor will be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Units. With respect to any appreciation in the value of those Units from the Net Asset Value per Unit on the date of subscription up to the High Water Mark per Unit, the Performance Fee will be charged at the end of each Calculation Period by redeeming such number of the investor's Units as have an aggregate Net Asset Value (after accrual for any Performance Fee) equal to 20 per cent of any such appreciation (a "Performance Fee Redemption"). An amount equal to the aggregate Net Asset Value of



the Units so redeemed will be paid to the Manager as a Performance Fee. The Fund will not be required to pay to the Shareholder the redemption proceeds of relevant Participation Shares, being the aggregate par value thereof. Performance Fee Redemptions are employed to ensure that the Fund maintains a uniform Net Asset Value per Unit. As regards the Shareholder's remaining Units, any appreciation in the Net Asset Value per Unit of those Units above the High Water Mark per Unit will be charged a Performance Fee in the normal manner described above.

(B) If Units are subscribed for at a time when the Net Asset Value per Unit is greater than the High Water Mark per Unit, the investor will be required to pay an amount in excess of the then current Net Asset Value per Unit equal to 20 per cent of the difference between the then current Net Asset Value per Unit (before accrual for the Performance Fee) and the High Water Mark per Unit (an "Equalisation Credit"). At the date of subscription, the Equalisation Credit will equal to the Performance Fee per Unit accrued with respect to the other Units in the Fund (the "Maximum Equalisation Credit"). The Equalisation Credit is payable to account for the fact that the Net Asset Value per Unit has been reduced to reflect an accrued Performance Fee to be borne by existing Unitholders and serves as a credit against Performance Fees that might otherwise be payable by the sub-Fund but that should not, in equity, be charged against the Unitholder making the subscription because, as to such Units, no favourable performance has yet occurred. The Equalisation Credit ensures that all holders of Units have the same amount of capital at risk per Unit.

The additional amount invested as the Equalisation Credit will be at risk in the sub-Fund and will therefore appreciate or depreciate based on the performance of the Units subsequent to the issue of the relevant Units but will never exceed the Maximum Equalisation Credit. In the event of a decline as at any Valuation Date in the Net Asset Value per Unit, the Equalisation Credit will also be reduced by an amount equal to 20 per cent of the difference between the Net Asset Value per Unit (before accrual for the Performance Fee) at the date of issue and as at that Valuation Date. Any subsequent appreciation in the Net Asset Value per Unit will result in the recapture of any reduction in the Equalisation Credit but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Calculation Period, if the Net Asset Value per Unit (before accrual for the Performance Fee) exceeds the prior High Water Mark per Unit, that portion of the Equalisation Credit equal to 20 per cent of the excess, multiplied by the number of Units subscribed for by the Unitholder, will be applied to subscribe for additional Units for the Unitholder. Additional Units will continue to be so subscribed for at the end of each Calculation Period until the Equalisation Credit, as it may have appreciated or depreciated in the sub-Fund after the original subscription for Units has been fully applied.

If the Unitholder redeems its Units before the Equalisation Credit (as adjusted for depreciation and appreciation as described above) has been fully applied, the Unitholder will receive additional redemption proceeds equal to the Equalisation Credit then remaining multiplied by a fraction, the numerator of which is the number of Units being redeemed and the denominator of which is the number of Units held by the Unitholder holding Units immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription.

#### **Fund Administrator's Fees**

The Fund Administrator will receive an annual fee that cannot exceed the amount of €50,000 (including VAT) for the administrative services it shall provide to the Fund. Such fee shall be payable quarterly out of the assets of the sub-Fund.

Please refer to the relevant section of the Luctor Investment Fund Prospectus for additional information.

#### **Depositary Fees**

The expenses and charges incurred by the Fund for the services provided by the Depositary are the standard depositary fees and charges charged by Hellenic Bank, for these type of services.

Please refer to the relevant section of the Luctor Investment Fund Prospectus for additional information.

#### **Other Expenses**

The costs of authorisation and incorporation of the sub-Fund, which amount to €2,000 (professional services and other statutory regulatory fees), shall be borne by the Fund. These costs were incurred by Emergo Wealth Ltd but shall be repaid by the Fund.



### **23. Conflicts of interest**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **24. Soft commission arrangements**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **25. Fund Dissolution**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **26. Risk Factors**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **27. Money Laundering Precaution Procedures**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **28. Taxation**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **29. Winding Up**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **30. Material Contracts**

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

- a. Fund Administration Agreement
- b. Depositary Agreement

For more details about the main provisions of the Administration and Depositary Agreements please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **31. Disclosures to investors**

Please refer to the relevant section of the Luctor Investment Fund Prospectus. The Fund is addressed to both institutional and retail investors.

### **32. Fair treatment of investors**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

### **33. Miscellaneous**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.



#### **34. Documents available for inspection**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

#### **35. Annual General Meeting**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

#### **36. Complaints**

Any complaint should be made in writing and referred to the Manager and/or Administrator of the Fund's Registered Office.

#### **37. Applicable Law**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.

#### **38. Contact Information**

##### **Fund Manager and Administrator**

Emergo Wealth Ltd

Registered Office (and Mailing Address): 12, Demostheni Severi Avenue, 5<sup>th</sup> Floor, 1080, Nicosia, Cyprus

Telephone: +357 22 449122

Facsimile: +357 22 780589

E-Mail: info@emergowealth.net



**APPENDIX 1 LUCTOR INVESTMENT FUND – CONSERVATIVE: KEY DETAILS OF THE FUND AVAILABLE TO INVESTORS\***

|  |   |
|--|---|
| Investment Objective and Strategy                                    | <p>The Conservative sub-Fund aims to provide a well-diversified multi-asset class portfolio with a low risk exposure (as measured by the standard deviation of returns). This sub-Fund will invest in publicly listed securities, fixed term deposits, Mutual Funds and Exchange Traded Funds (ETFs), regardless the sector or size. The Fund seeks to achieve its investment objective through investing in a globally diversified portfolio of cash, fixed income, equities and alternative investments, evaluating the risk-return characteristics of these asset classes considering current valuations, expected returns and major long term themes driving investment markets.</p> <p>The Fund can be leveraged to a maximum of 1.5 times its NAV i.e. the Fund's gross exposure may reach a maximum of 150% of its NAV at all times.</p> |
| Base Currency  | Euro  |
| Types of Units Available   | Units   |
| Issue Price of Units at Launch                                       | €1,00 (€0,01 nominal value + €0,99 premium)   |
| Minimum Initial Subscription per Unit-holder (consideration in cash) | €1,000  |
| Minimum Subsequent Subscription (consideration in cash)              | €100  |
| Minimum Redemption Amount  | €1,000  |
| Minimum Residual Holdings  | €1,000  |
| Investment Management Fees   | 0.6% per annum  |
| Fund Administration Fees   | 0.4% per annum  |
| Performance Fee  | 0%  |
| Valuation Dates  | At least monthly, on the last business day of each month or on a more frequent basis (weekly or daily) as the Manager may determine.  |
| Initial Offering Period  | Units may be subscribed for during the Initial Offering Period at the Issue Price of €1.00 per share. The Initial Offering Period shall commence on the day the sub-fund is approved and will close two months after this date, or other such date as the Manager may determine.  |
| Subsequent Subscription Dates  | After the Initial Offering Period, Units may be subscribed for on the first Business Day of the calendar month, or more frequently, as the manager may decide.  |
| Subsequent Subscription Price  | The Net Asset Value per Share as at the Valuation Date immediately preceding the Subscription Date.   |
| Redemption Dates   | Redemptions will be processed on a monthly basis (on the first business day of the calendar month) or more frequently, as the manager may decide. Advance notice of five (5) days is required.  |
| Redemption Price   | The Net Asset Value per Share as at the Valuation Date immediately preceding the relevant Redemption Date.  |

\*This table contains only basic information. Other relevant information may be applicable in depending on the circumstances.



**APPENDIX 2 LUCTOR INVESTMENT FUND – CONSERVATIVE: OFFER FOR SUBSCRIPTION APPLICATION FORM**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.



**APPENDIX 3 LUCTOR INVESTMENT FUND – CONSERVATIVE: REDEMPTION REQUEST FORM**

Please refer to the relevant section of the Luctor Investment Fund Prospectus.



### **About Luctor Investment Fund**

Luctor Funds were built to provide one-stop investment solutions to help our investors achieve their personal life goals, addressing retirement, child education, or simply providing a superior means of saving your hard-earned cash. Our investment philosophy is simple: we use globally diversified, liquid and low-cost, index tracking ETFs, to provide dynamically rebalanced, risk-based investment funds designed to capture the performance of the global market, maximizing asset-class and geographical diversification benefits.

### **About Emergo Wealth**

Emergo Wealth, the Manager of the Fund, is well founded on world-class professional expertise, integrity and transparency. We are 100% committed to one thing: helping our clients achieve their financial goals safely, securely and responsibly. We leverage our team know how, experience and technology expertise to provide investment advisory, investment management and administrative services that enable our clients to rely on turnkey, total solutions to manage and grow their wealth. We are passionate about delivering fully transparent, cost-efficient and risk-appropriate investments to our clients and achieving the market returns for each client risk profile. We don't believe in active management; our financial advisors deliver value through customised access to outstanding investment solutions that are low-fee and tax-efficient, without minimums, hidden fees or long lock-in periods.

**End of Document**

