



M I D C A P I T A L

The MID Leverage Growth Fund is an initiative of RDD Capital B.V.

Information Memorandum

Version 1.0

Datum: 7 juni 2023

**Let op! U belegt buiten AFM-toezicht. Geen vergunning-
en prospectusplicht voor deze activiteit.**



1 IMPORTANT INFORMATION

The Information Memorandum ("IM") was initially drawn up on 7 June 2023 under the responsibility of MID Capital B.V. ("Fund Manager") in the context of the provision of information to Investors regarding the MID Leverage Growth Fund. Words and expressions in IM begin with a capital letter and, unless the context indicates otherwise, have meanings as explained in [Annex 1](#).

1.1 Warning

It is important that Investors fully grasp the information contained in the IM and the [Terms of Management & Legal Property](#) ("Terms"), understand the content and retain the information. Each Investor must take into account their own individual circumstances before acquiring Participations. The advice to Investors is to seek independent advice in order to assess the extent to which the Fund is appropriate to the Investor's financial situation, risk profile and degree of risk acceptance. Investors are referred in particular to [section 6](#), where the risks of the Fund are explained.

1.2 Fund

The Fund's objective is to achieve an average net return of 15% per annum by taking daily positions in Derivatives on the U.S. indices. The Fund is structured as a closed-ended mutual fund ("BFGR") of an open-ended nature. As a result, the Fund is fiscally transparent, which means that it is exempt from the Income Tax Act 2001 ("Income Tax Act 2001") and the Corporate Income Tax Act 1969 ("CITA 1969"). Assets, liabilities and income from investments and changes in equity can therefore be allocated directly to Participants and taxation can be set off there.

Participation in the Fund can only take place if the investment requirement of at least EUR 100,000 is met and the Investor fits within the other admission requirements of the Fund, as described in the [Terms](#).

1.3 Exempt from the permit requirement

The Fund Manager's request for registration for the AIFMD registration regime under Section 2:66a of the Financial Supervision Act, the so-called 'light' Fund Managers, has been confirmed by the Netherlands Authority for the Financial Markets ("AFM"). As a result, an exemption from the AIFMD license has been granted for the management of assets as referred to in Section 2:65 of the Financial Supervision Act. This means that the Fund does not fall under the supervision of the AFM and De Nederlandsche Bank N.V. ("DNB").

1.4 Provision of information

The purpose of the IM is to inform Investors about the Fund, the Participations and the risks. IM is not investment advice or an offer of Participations or any right derived from it. With the exception of the Fund Manager, no one is authorized to provide information or make any statements in connection with this IM. If such information or statements are provided by another person, they should not be relied upon.

The content of this IM is, insofar as the Fund Manager could reasonably have been aware, in accordance with reality. No information has been omitted, the inclusion of which would alter the scope of the IM. To the extent that, in the opinion of the Fund Manager, material information in this IM for Investors changes, the Fund Manager will provide information in this regard.

1.5 Applicable law

This IM and all legal relationships arising from the IM, whether contractual or otherwise, are exclusively subject to Dutch law.

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2 DIRECTORY

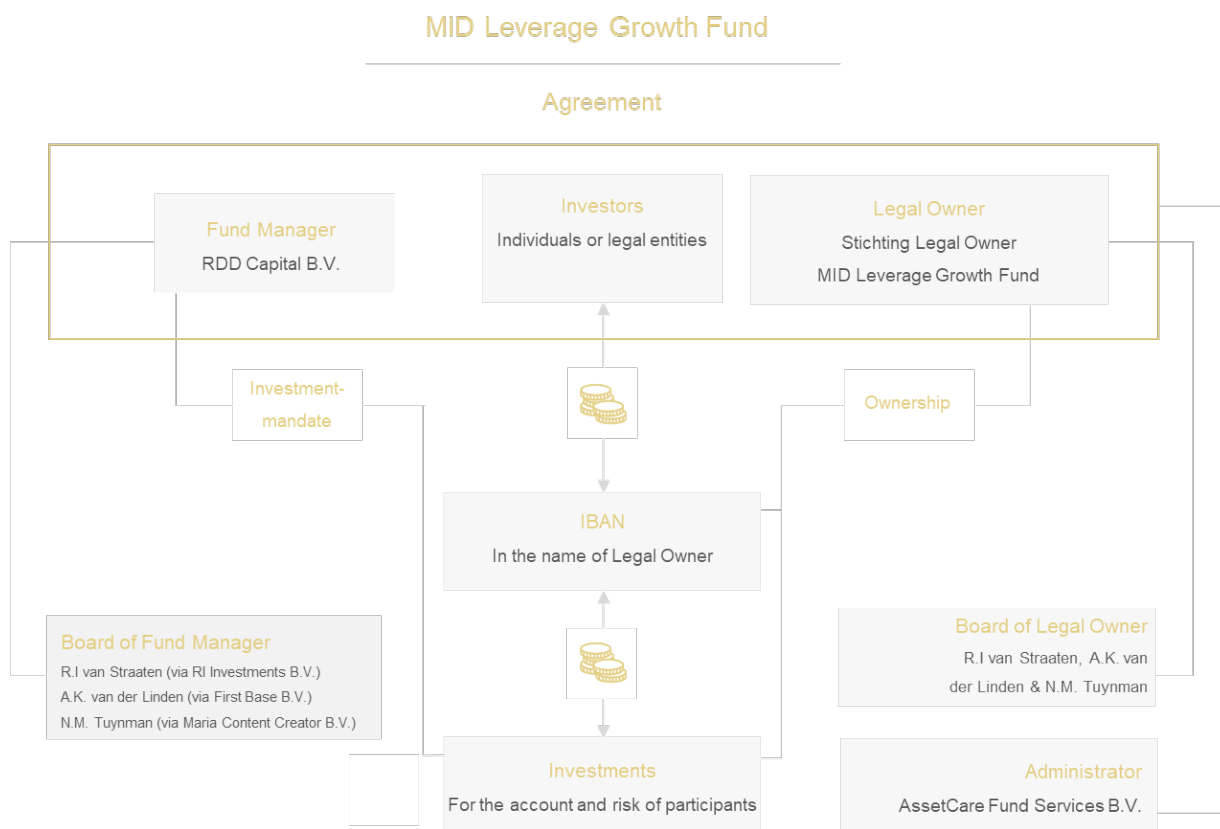
Provider	Details
Administrator	AssetCare Fund Services B.V. Eurocenter 1, 7th floor Barbara Strozzilaan 310 1083 HN Amsterdam Netherlands
Bank Clearing Member	ING Bank Bijlmerplein 8881102 MG, Amsterdam The Netherlands
Fund Manager	RDD Capital B.V. (MID Capital) Kennemerstraatweg 11 1814 GA, Alkmaar Netherlands
Broker	Saxo Bank Eurocenter 1 Barbara Strozzilaan 310 1083 HN Amsterdam Netherlands
IBAN Provider	Neo Payment Factory SL Comte Urgell 143 Pl. 6 08036 Barcelona Spain
Legal Owner	Stichting Legal Owner MID Leverage Growth Fund Kennemerstraatweg 11 1814 GA, Alkmaar Netherlands

3. STRUCTURE OVERVIEW

3.1 Overview

The Fund was launched on 7 June 2023 and is an agreement between Fund Manager, Legal Owner and Participants. From a legal point of view, the Legal Owner holds the ownership of the Participants in the Fund. The Fund Manager is mandated to determine the Investment Policy and, as a result, to implement this policy with the Fund's assets.

The diagram below and subsequent sections provide further insight into the structure of the Fund:



3.2 Joint investment fund

The Fund is structured as an open-ended BFGR. In this structure, Participations are only transferable to the Fund or to relatives by blood and marriage in a direct line. In other words, Participations cannot be alienated to anyone other than the aforementioned exceptions. As a result, the Fund is classified as Fiscal Transparent. This means that the Income Tax Act 2001 and the Corporate Income Tax Act 1969 do not apply to the Fund.

[Section 14](#) contains more information on the tax aspects of the Fund.

3.3 Fund Manager

RDD Capital B.V. acts as Fund Manager and is responsible for the Investment Policy of the Fund. The trade name of RDD Capital B.V. is MID Capital. Fund Manager has the legal status of a private limited company and was incorporated on January 28, 2022. It has its registered office at Kennemerstraatweg 11, 1814 GA, Alkmaar, the Netherlands and is registered with the Chamber of Commerce under number 85335991.

The Board of Directors consists of R.I van Straaten (via RI Investments B.V.), A.K. van der Linden (via First Base B.V.) and N.M. Tuijnman (via Maria Content Creator B.V.). The Board is responsible for, among other things, determining and implementing the Investment Policy, keeping the administration for the Fund and the day-to-day affairs and management of the Fund.

[Section 4](#) contains more information about the Fund Manager and [section 5](#) about the Investment Policy.

3.4 Legal Owner

The Legal Owner of the Fund is Stichting Legal Owner MID Leverage Growth Fund, located at Kennemerstraatweg 11, 1814 GA, Alkmaar, the Netherlands and is registered with the Chamber of Commerce under number 89512553. The board of the Legal Owner is formed by R.I. van Straaten, A.K. van der Linden and N.M. Tuijnman.

Legal Owner retains ownership of all assets of the Fund. The Legal Owner will acquire and hold the assets on behalf of the Fund on behalf of the Participants. In accordance with the [Terms](#), Legal Owner shall grant a power of attorney to the Fund Manager to manage the assets of the Fund.

More information about the Legal Owner can be found in [section 7](#).

3.5 Administrator

The Fund's assets and the value of its investments are subject to changes, including but not limited to the following:

- entry and exit times of Participants;
- investment gains and/or losses;
- cost;
- divide;
- taxation; and
- interest.

To ensure that Participants enter and exit the Fund at the correct price, i.e. the Fund's NAV, various responsibilities and activities of the Fund Manager are outsourced to AssetCare Fund Services B.V., the Fund's Administrator.

Administrator has its registered office at Eurocenter 1, Barbara Strozziilaan 310, 1083 HN, Amsterdam, The Netherlands and is registered with the Chamber of Commerce under number 81262191. In addition to calculating the Fund Value, they take care of, among other things, the Participant Administration and the reporting to the Fund's supervisors.

More information on the Fund's delegated work to AssetCare can be found in [Section 8](#).

3.6 Participant

The Fund is structured as a BFGR. This means that the Fund will issue or redeem Participations upon request, subject to certain restrictions as described in this document. By subscribing to the Fund, the Participant declares and warrants that he has read the IM and the [Terms](#) and that he agrees to the provisions that are bound by them. Participant is admitted to the Fund through the issuance of Participations. Participants have an economic interest in the Fund's assets, but do not have ownership rights.

[Section 9](#) contains more information about the Participants.

3.7 Bank and Broker

The Fund maintains a bank account with Neo and an investor account with Saxo Bank in order to be able to hold the collective assets and invest these assets in accordance with the Investment Policy (see [section 5](#)). The Fund Manager can decide for himself to change banks or brokers or to add a bank or broker, if this is necessary for careful management.

4 MANAGEMENT

4.1 RDD Capital B.V.

RDD Capital B.V., a private limited liability company, is the initiator and sole manager of the Fund. The trade name of RDD Capital B.V. is MID Capital. The Fund Manager has its registered office at Kennemerstraatweg 11, 1814 GA, Alkmaar, the Netherlands and is registered with the Chamber of Commerce under number 85335991. The articles of association have been filed at the offices of the Fund Manager and will be shared with Participants free of charge upon request.

The main duties and responsibilities of Fund Manager are as follows:

- determining and implementing the Investment Policy;
- keeping the administration (or having it carried out) on behalf of the Fund;
- determining the Fund's NAV (or having it determined);
- the day-to-day running and management of the Fund;
- verifying that the Fund complies with applicable laws and regulations.

In the performance of these responsibilities, the Fund Manager may engage advisors and consultants. Nevertheless, all investment and divestment decisions will be made by the Fund Manager, in accordance with the Investment Policy as described in [section 5](#). The authority to make investment and divestment decisions rests solely with the Fund Manager.

4.2 Board of Fund Manager

The board of Fund Manager is formed by R.I. van Straaten, A.K. van der Linden and N.M. Tuynman. The Fund Manager is responsible to the Participants for determining the strategy, implementing the Investment Policy and managing risks for the Fund. The board of the Fund Manager can participate on personal title in the Fund.



A.K. (Bram) van der Linden

Bram, born in 1976 in Alkmaar, graduated in 1999 from the HEAO in Haarlem, specializing in Small Business & Retail Management. Since 2000, Bram has been working in the sales profession at multinationals such as Ricoh, Canon, Samsung and ALD Automotive. From a trainee at Ricoh in 2000, he progressed to Sales Director of a business unit within ALD Automotive. Bram is familiar with all disciplines within the commercial apparatus of a company. His extensive experience and the network that Bram has built up over the years are a valuable addition to the mix of knowledge and expertise within MID Capital. In addition to his working period at the aforementioned companies, Bram has been active on the stock exchange since his studies. At the beginning of 2021, he further brushed up on his knowledge by taking numerous courses and trading daily on the NYSE.



R. I. (Reinier) van Straaten

Reinier, born in 1979 in Lima, Peru, has followed various studies at different levels; MEAO, HEAO (specialisation Management, Economics and Law) and Business Economics at the University of Amsterdam. After his studies, Reinier followed various courses at the Amsterdam Business School and started at Syntrus Achmea as a financial analyst and later progressed to the position of investment analyst and senior financial analyst. In 2017, Reinier started as an independent property owner and manager. He devoted his free time to developing MID Capital's trading strategy. The model that Reinier has developed and calculated in recent years based on more than 41 years of historical data was validated by an external specialist agency in 2022. The starting points, calculations and other expected outcomes have been calculated and confirmed by them.



N.M. (Neeltje) Tuynman

Neeltje, born in 1982 in Amsterdam, studied Media & Culture Studies at the University of Amsterdam. After her education, Neeltje chose motherhood. In recent years, Neeltje has held various marketing and communication positions and will subsequently take on the related tasks within MID Capital, among other things. This includes the overall communication, communications on the website and also the maintenance of the relationship network of MID Capital. Neeltje has a lot of confidence in MID Capital's data-driven model and focuses on long-term objectives within the team. She ensures the right balance between the flow of ideas from both gentlemen in the context of optimizing the trading strategy versus price retention. In this way, the MID Capital team is highly complementary to each other and all three founders contribute their own knowledge and expertise.

4.3 Removal of Fund Manager

If a director of Fund Manager wishes to terminate his role or would no longer be involved with Fund Manager for any other reason (including, but not limited to, death or serious illness), the other directors will be given the opportunity to take over the role of director. If a new director is proposed, he or she must be presented to the Meeting of Participants. At least two-thirds (2/3) of the Participations must agree to the appointment of the new director before this change becomes effective.

If the entire current board of directors of the Fund Manager wishes to terminate its activities with respect to the Fund or for any other reason would no longer be involved with the Fund Manager, the directors of the Fund Manager shall resign and give Participants at least three (3) calendar months' notice and convene a Meeting of Participants.

The Meeting of Participants may then decide, among other things, the following:

- appointing another Fund Manager to take over responsibility for the management of the Fund; or
- terminating the Fund.

If Participants have chosen to search for an Fund Manager, a maximum period of three (3) calendar months is proposed. In the event that a suitable replacement is not found within the period of three (3) months or no action is taken immediately, the Fund Manager is responsible for dissolving the Fund. The dissolution of the Fund shall be effected according to the process set forth in [Section 16](#). In the event that the Fund is wound up, Legal Owner shall be authorized to perform only those acts necessary under [section 16](#) to liquidate and dissolve the Fund.

4.4 Regulatory position

The Fund Manager's request for registration for the AIFMD registration regime under Section 2:66a of the Financial Supervision Act, the so-called 'light' Fund Managers, has been confirmed by the Netherlands Authority for the Financial Markets ("AFM"). As a result, an exemption from the AIFMD license has been granted for the management of assets as referred to in Section 2:65 of the Financial Supervision Act. This means that it does not fall under the supervision of the AFM and De Nederlandsche Bank N.V. ("DNB").

5 INVESTMENT POLICY

5.1 Vision

Looking back at the historical charts of the S&P 500 and the NASDAQ, the Fund Manager sees an obvious common characteristic. The stock markets only move in one direction over a longer period of time, and that is in the direction up. This is where MID Capital's vision came from, to grow with the ever-rising stock markets in the long term. The upside potential is unlimited, and for downward movements, tools can be used to limit the impact. The belief in data and simplicity is a core value of MID Capital. Data shows that the stock markets have been repetitive for years and have collective memory. Statistical models can be used to determine how much risk is responsible to take on a daily basis.

The Fund implements an extensively tested data-driven trading strategy in Derivatives, where statistical models determine how much risk is responsible to take on a daily basis. The ratio between the average gain on days when the index rises and the maximum loss that can be borne in the process has been optimized. Exposure to too great a risk is signaled by the model and prevented by built-in safety measures. The strategy is based on the daily volatility of the index and is unique in the way risk management is carried out. The ratio to the average profit is decisive for long-term success.

5.2 Objective

The Fund's objective is to achieve an average annualized return of 15% by taking daily positions in Derivatives on the stock of the major U.S. indices. The risk-return ratio is optimized on a daily basis. The Fund Manager recommends an investment horizon of 5 years to take full advantage of the trading strategy.

Depending on the investments and the cost of fund management, as set out in [section 13](#), the return on the investment will be awarded to Participants.

5.3 Strategy

The Fund's performance is generated by trading Derivatives on stock market indices as an underlying asset. Initially, only Derivatives with the larger US indices as the underlying asset will be traded. In the future, the Fund Manager may expand the underlying indices. The positions are closed daily at the closing of the market (never before).

Over the past 41 years (dataset from 1982 onwards), the Fund Manager has calculated (indexed) a daily range of the index. This range is taken into account when determining the Stop Loss when opening the daily positions. As far as the opening is concerned, it is without exception at 15:30 exactly at the opening of the US Market. The Fund is profitable when the index in question closes the day higher than the opening price and does not touch the Stop Loss during the day. The Stop Loss is set to a maximum acceptable loss. Based on the maximum loss in combination with the Fund's assets, the Fund Manager determines the trading volume (number of contracts bought that day) on a daily basis. The Stop Loss was calculated on the basis of a backtest based on historical data using an econometric model using the Value at Risk (VAR) method and the sharp ratio. The Stop Loss is dynamic, correlated with the underlying asset and thus moves with the index. The maximum daily loss will never exceed a few percent, as is customary for Derivatives, of the Fund's assets.

At the end of the trading day, the contracts are sold. As a result, Fund Manager creates a positive ratio of average loss versus average profit. In the medium term, this is crucial for long-term success.

The strategy has been extensively tested on historical data from the past 41 years. The results and their creation have been validated by an external specialized agency.

5.4 Investment universe with instruments

The Fund invests 100% in listed instruments. Initially, the Fund will only invest in Derivatives on the S&P 500 and NASDAQ Indexes. This is a position of Futures (or CFDs) with these indices as the underlying asset.

5.5 Currency management

The Derivatives in which the Fund trades are denominated in EUR. The value of these Derivatives depends on the price changes of the corresponding index and the EUR/USD rate. As a result, the Fund is exposed to the EUR/USD exchange rate. Because exposure to currency risk never lasts longer than one day, the Fund Manager has chosen not to hedge the currency risk. Investors are responsible for hedging any currency risk.

5.6 Leverage

The Derivatives traded by the Fund are primarily Leveraged Products such as Futures. In principle, these products are provided by LYNX and ING Bank. Other issuers may be able to be used at a later date. The costs of this are included in the financial product. The Fund Manager himself does not use borrowed money in the Fund.

5.7 Restrictions

The following restrictions apply to Fund Manager:

- On trading days, on average, only a few percent (limited percentage) of the Fund value is risked in a position.
- Each position will be closed before the end of the trading day.
- Each position is marked with a Stop Loss to minimize daily loss.
- Every day, the trading position is taken exactly at the opening of the US Market (15:30)

5.8 Risk management

Investing in the Fund involves risks as explained in [section 6](#). In order to mitigate the risk as much as possible, the Fund Manager has a maximum allocation of a number of percent of the Fund's assets in open daily positions. The two main elements in the fund's risk management are the calculation of the optimal Stop Loss combined with a daily capped risk. As a result, the daily trading volume and the absolute amount at risk fluctuate with the size of the fund and the risk of losing the entire fund's assets is zero.

Opening and closing of positions are only carried out on the basis of a 4-eyes principle. In addition, the Fund Manager uses two fixed internet connections and has access to backup via two mobile connections.

5.9 Sustainability policy

The requirements of the Sustainable Finance Disclosure Regulation ("SFDR") apply to AIFM light Fund Managers. Based on these regulations, the Fund Manager must classify the Fund into one of the following categories:

- "Grey" classification - an investment fund with no sustainable characteristics or objectives (Article 6 SFDR);
- "Light Green" classification - an investment fund with sustainable characteristics (Article 8 SFDR); or
- "Dark green" classification - an investment institution that has sustainable investments as its explicit objective (Article 9 SFDR).

The Fund Manager's investment policy is classified as "grey" – an investment institution with no sustainable characteristics or objectives (Article 6 SFDR). The adverse effects on sustainability factors are not taken into account in the investment decision-making process. The Fund therefore has no sustainable objectives and/or environmental and social characteristics. Despite the fact that the Fund Manager endorses the objectives of the

SFDR (to improve the provision of information to investors about the effects on sustainability of the investment policy and the investment decisions made by financial market participants), the Fund Manager does not consider it proportionate to comply with a "light green" or "dark green" classification due to the administrative burden due to the small size of the Fund Manager (less than 500 employees).

However, the Fund does not invest in cluster munitions and excludes companies based on controversial behaviour and products.

6 RISKS

The IM aims to make Investors aware of the various risk factors of the Fund. The risk factors listed below are identified risks and represent only a part of the risks. There are more risks that have not been identified or foreseen. It is the Investor's responsibility to carry out a risk analysis before making any commitments to the Fund. The advice is to consult with a professional advisor to assess the suitability of the Fund for the Investor.

The value of the Fund may increase and decrease. This means that Participants may lose part or all of their investment. It is important that the risks and other information of the Fund have been fully reviewed, understood and approved by the Participant.

6.1 General risk factors

The Fund's investments are subject to general economic and political risks, such as reduced economic activity, rising interest rates, inflation, rising commodity prices, deflation, natural disasters, political developments, terrorist attacks and wars. A limited selection of the general risk factors is discussed below. These factors may be unfavourable to the Fund.

6.1.1 Inflation risk

There is a risk that the purchasing power of the assets invested in the Fund may decrease as a result of inflation. However, compared to holding cash, investing in an equity and option fund may contribute to reducing inflation risk, as asset prices (e.g. stocks) rise with it.

6.1.2 Interest rate risk

The risk that the value of investments will fall as a result of rising market interest rates. Rising interest rates may lead to lower consumption and higher interest costs for a company to which the Fund has exposure. This can put pressure on companies' profits. An interest rate hike can therefore have a negative impact on the value of stocks, bonds and mutual funds that invest in stocks and bonds.

6.1.3 Systemic risk

The risk that the market as a whole may not function for a shorter or longer period of time, such as in the case of a global financial crisis, may adversely affect the Valuations of the Fund's investments or other factors to which the Fund has exposure.

6.2 Risk factors inherent in the investment strategy

The Fund's investment strategy exposes Participants to specific risk factors. A selection of the risk factors inherent in the investment strategy is discussed below:

6.2.1 Limited track record

The Fund was established on 7 June 2023. As such, the Fund has a limited history on which Investors can assess the consistency of its performance.

Investors may, however, rate the Fund Manager on the basis of experience and expertise in relation to the products in which The Fund invests. In the case of the MID Leverage Growth Fund, as of 1 April 2022, the initiators behind the Fund have built up a personal track record, on which Participants can assess the Fund Manager. However, the results of personal investments are not a guarantee of the results in the Fund and no rights can be derived from the above.

6.2.2 Leverage risk

The Fund invests in leveraged financial instruments resulting in Leverage. Leverage amplifies the profits or losses of a position. The use of leverage therefore exposes the Fund to additional risks and may cause the Fund to experience larger negative outcomes. Leveraged financial instruments are mainly Options. In addition, a broker may order early liquidations if the Fund is no longer able to meet the Margin Requirements. The Margin Requirement is the collateral that the Fund is required to hold for the purpose of taking out a loan and/or using advances.

6.2.3 Liquidity risk

Liquidity refers to the extent to which securities can be easily bought or sold without significantly affecting their price.

The Fund invests primarily in instruments with good Liquidity, such as shares of companies with a significant Market Capitalisation and Options with a short maturity. In the case of long-term Options, Liquidity may be less good and securities or other investments may have to be sold below their expected value as a result of a lack of Liquidity in those securities or investments. This also implies that such investments cannot be sold or bought under normal circumstances, which can lead to significant direct and indirect transaction costs and/or delays.

6.2.4 Risk that investments may not develop as expected

There can be no guarantee that the objective of the Fund will be achieved. The Fund Manager's analysis of the expected developments in the short or long term is subjective. In the event that the Fund Manager makes an incorrect assessment of future market movements, this may result in negative results for the Fund. No assurance can be given as to the performance of the Fund's investments or the future value of the investments.

6.2.5 Technological risk

The Fund invests through a trading platform and for the execution of trades it relies on the connectivity of the broker with which it collaborates. In the event of a delay or blocking of transactions due to a malfunction or other circumstances, this may adversely affect the implementation of the Fund's strategy.

6.2.6 Currency risk

The Fund's investments may be held in a currency other than the currency in which the net asset value is calculated and the Participants participate, which is Euro (EUR) in this Fund. Different types of currency risks come into play.

Firstly, a currency risk arises every time an investment is made in which a currency other than euro is made, because the currency in which the investment is made may increase or decrease in value against the euro.

Second, currency positions other than euro may be held by the Fund. Currency fluctuations against the euro may have a negative or positive impact on the Fund's assets.

6.3 Risk factors in the area of Fund structure

The Fund comprises various parties in the Fund structure. The following risk factors have been identified.

6.3.1 Dependency on Fund Manager

The Fund relies on the management services, expertise and experience of the Fund Manager. Fund Manager is dependent on his directors. If the directors are no longer involved with the Fund Manager for any reason (including, but not limited to, death or serious illness), there can be no assurance that the Fund will find an adequate replacement. The process that has been drawn up for this is further explained in [section 4.3](#).

6.3.2 Enrolment and deregistration risk

There is a possibility that the Participant may not participate in the Fund in the event that a Participant:

- I. is incomplete in providing the necessary information or cannot be accepted (as described in [section 11](#));
or
- II. fails to transfer the correct or full amount to the Legal Owner's bank account; or
- III. is late in making a deposit or providing the necessary information.

If Participant is ultimately not accepted by the Fund due to failure to provide the requested information to verify identity or any other reason as described in this IM, the Fund may not be able to realize the Participation.

6.3.3 Counterparty risk

There is a risk that a bank, broker, external custodian or other counterparty may not be able to meet its obligations to the Fund, which may result in a loss to the Fund. Such a loss may arise, for example, in the event that the bank, broker, external custodian or other counterparty is in a state of bankruptcy (or other similar insolvency and/or liquidation proceedings) and is unable to return the assets of the Fund.

In principle, assets of the Fund are segregated from the bank, broker, external custodian or other counterparty and the creditors of either party are not in a position to make a claim on the assets of the Fund which are therefore separate from the bankruptcy estate. In the unlikely event that segregation has not been achieved, these assets may be partially or not at all recovered.

6.2.4 Outsourcing risk

The fund administration has been outsourced to AssetCare Fund Services B.V. The Fund Manager has entered into an agreement with this company in which agreements have been made about liability and continuity. This agreement is available for inspection by the Fund Manager and Legal Owner. Fund Manager has not outsourced its management tasks.

6.2.5 Regulatory risk

This is the risk that the tax treatment of the Fund will change unfavourably or that new laws or regulations will come into force that will have a negative effect on the Fund or its Participants.

7 LEGAL OWNER

7.1 Stichting Legal Owner MID Leverage Growth Fund

The assets that are owned by the Fund or will become the property of the Fund in the future are in the name of or will be acquired in the name of the Legal Owner at the expense and risk of the Participants. Legal Owner acts exclusively in the interest of Participants. Obligations that form part of the Fund's assets or will become part of the Fund's assets have been or will be entered into in the name of the Legal Owner.

Legal Owner is formed by a foundation as a legal form. The foundation was established on March 7, 2023 and is registered with the Chamber of Commerce under number 89512553. The board of Legal Owner determines the day-to-day policy.

The board of the Legal Owner is formed by Mr. R.I. van Straaten, Mr. A.K. van der Linden, and Mrs. N.M. Tuynman.

7.2 Board position

Legal Owner serves the interests of the Participants and is charged with the following tasks and responsibilities, among others:

- Safeguarding the interests of the Participants;
- Acquiring and holding the ownership, in a legal sense, of the assets of the Fund, for the account and risk of the Participants;
- Managing the cash account(s) to which Participants can transfer or receive capital upon entry and exit and additional payments and/or distributions;
- Supervising the Investment Policy as described in the IM, the [Terms](#) and the applicable laws and regulations;
- Participating on behalf of the Legal Owner in the periodic meeting between the Fund Manager and the Legal Owner;
- Determining that the issuance, redemption and repurchase of participations in the Fund will take place in accordance with the IM, the [Terms](#) and the applicable laws and regulations;
- Determining that the calculation of the net asset value of the Fund by the Fund Manager is carried out in accordance with the IM, the [Terms](#) and the applicable laws and regulations;
- Determining that the issuance, redemption and repurchase of units in the Fund is carried out in accordance with the IM, the [Terms](#) and the applicable laws and regulations; and
- Ensure that the Administrator delivers the (unaudited) annual reports for the Legal Owner.

8 ADMINISTRATOR

Fund Manager has a mandate to invest the entire Fund assets. This is accompanied by changes due to, among other things, inflows and outflows of investors and fluctuations in the value of the Fund due to investment results and costs. The administrator processes the changes and reports them to the Fund Manager, Participants and the supervisors.

The activities that the Fund Manager outsources to the Administrator include the following components:

- Calculating the NAV, i.e. the value of all assets minus the liabilities in the Fund, once a month in accordance with the method set out in [Section 10](#);
- Processing transactions in the administration system, including performing the necessary reconciliations, making payments and archiving administrative records;
- Carrying out the administrative management of the Fund;
- Providing performance reports, the financial report for the annual report and reports to the supervisory authorities;
- Taking care of the entry and exit of Participants in the Fund;
- Conducting customer due diligence upon entry of Participants;
- Screening Participants in the context of the Sanctions Act;
- Classifying Participants in accordance with the established risk classifications resulting from the Fund Manager's Customer Due Diligence (CDD) audit;
- Carrying out the periodic checks from the customer due diligence;
- Performing transaction monitoring; and
- Maintaining the Register of Participants.

The above activities are carried out in accordance with laws, regulations and provisions in the IM and the [Terms](#).

For the Fund, the above activities have been outsourced to AssetCare Fund Services B.V.

AssetCare has been a well-known name in the world of investment funds and institutional investors since 2006. This Fund Administrator serves Funds in all kinds of asset classes such as listed products, real estate, private debt and crypto currencies. In addition, they take care of the administration for large institutional parties such as banks, insurers and pension funds. Their processes are certified with ISAE 3402 Type-II certification and they use SS&C software for Fund Administration. Administrator has its registered office at Barbara Strozilaan 310, 1083 HN, Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 81262191.

9 PARTICIPANTS

9.1 Profile

Participation in the Fund can only take place if the Investor meets the profile drawn up by the Fund. The Fund Manager has defined the following aspects for the applicable profile of a Participant:

- Investor has an investment horizon corresponding to the Fund as described in [section 16.1](#);
- The Investor is willing to accept the applicability of the IM and the [Terms](#) (including the risks);
- Investor is willing and able to accept a reduction in the value of his/her participation in the Fund;
- The Investor's participation is at least € 100,000 and represents only a small part of the total investable assets of the Investor in question;
- Income from participation in the Fund is not necessary for the Investor;
- The investor has sufficient experience with investment instruments, in particular derivatives (options), and can make a good assessment of the risk of the investment.

The Fund Manager is subject to the Money Laundering and Terrorist Financing (Prevention) Act ('Wwft'). The Investor must therefore also have an acceptable risk profile after carrying out the customer due diligence as described in the Fund Manager's Wwft and Sanctions Act policy.

For the purposes of the legal obligations arising under the Foreign Account Tax Compliance Act (FATCA), the Fund is not accessible to Investors who are identified as U.S. Persons. The characteristics of a U.S. Person are explained in [Appendix 1](#). If at any time a Participant's status changes to a U.S. Person, the Participant is obligated to sell the Participations as soon as possible.

Investors may subscribe to the Fund by following the procedure set out in [section 11](#). Unsubscriptions and changes can be made via the Change Form, which can be requested from the Fund Manager.

9.2 Rights

The Fund's assets are divided into Participations. Each Participation entitles the holder to a proportionate share of the Fund's assets. Each Participant is economically entitled to the Fund's assets for the part of his or her Participation(s). A Participant cannot influence the performance of the management by the Fund Manager. The Fund Manager may make decisions with respect to the Fund that a Participant does not agree with.

9.3 Register

The Participants and the issued Participations are registered in the Register of Participants. The Register is maintained by the Administrator. A Participation is nominative, a certificate of participation in the Fund is not issued. Upon request, a Participant will receive an extract from the Register, but only insofar as it concerns his own registration.

9.4 Liability

Participations of the Fund only create rights and obligations of the Participant vis-à-vis the Fund and not vis-à-vis other Participants. Participants are not liable for the obligations of the Fund Manager and the Legal Owner. They are also not liable for any losses incurred by the Fund to the extent that they exceed the amount of the contribution paid or to be paid into their Participations.

10 NET ASSET VALUE (NAV)

10.1 Rating

Fund Manager is responsible for determining the Fund's NAV on a Trading Day (Valuation Day).

NAV is determined by deducting the value of the assets (mainly financial instruments and cash), including net income and expenses, by the Fund's liabilities. This takes into account prepaid costs, costs due (but not yet paid) and interest and other fees to be received and paid, insofar as these are charged to or for the benefit of the Fund.

The NAV is determined on the basis of data relating to the last Business Day preceding a Trading Day. The Valuation Methods that are observed are as follows:

- a) Assets listed on or traded on a stock exchange and/or other regulated market are valued at the last known closing price on the day preceding the relevant Valuation Day.
- b) If the Valuation Method under (a) is not representative of (I) the fair value of the asset in question, then such asset is valued on the basis of the market price as prudent and in good faith foreseeable.
- c) The liquidation value of an asset that is not listed or traded on a stock exchange or other regulated market is determined at the net liquidation value as determined at the latest on the basis of the consistently applied Valuation Method for the relevant asset.
- d) Cash and cash equivalents and deposits that are repayable on demand are measured at face value.
- e) Assets and liabilities denominated in foreign currencies are converted to euro at the exchange rate on the last Business Day preceding the Trading Day and other assets and liabilities are valued at face value.
- f) In special circumstances, a different valuation method may be applied, provided that the valuation method is considered generally accepted in the interest of the Participants and the valuation method.

The NAV per Participation is determined by dividing the NAV of the entire Fund by the number of Participations. The NAV is expressed in euros and will be communicated to the Participants.

The NAV is determined by the Administrator and sent to the Fund Manager for approval. Upon approval of the Fund Manager, the NAV will be determined and communicated to the Participants.

10.2 Valuation frequency

The Fund has a monthly valuation frequency. Normally, the Fund is valued on the first possible Business Day of each calendar month on the basis of the close of the last day of the previous month. The Administrator also has the option to invoke an extra Trading Day.

In principle, the determination of the values will take place no later than five (5) Business Days after a Trading Day by the Fund Manager.

10.3 Entry and exit fees

The Fund does not charge entry or exit fees. Investors pay some ongoing costs during their participation in the Fund. For more information, see [section 13](#).

10.4 Data source

The Administrator uses Bloomberg to price the securities and derivatives traded in the Fund and receives the transactions from the Fund's broker.

The NAV per Participation is determined by dividing the NAV of the Fund by the number of Participations. The NAV is expressed in EUR and will be communicated to the Participants.

10.5 Suspension of NAV determination

It is possible that the Fund Manager will have to temporarily suspend the determination of the NAV if there are circumstances that may prevent it from being fully valued correctly. This can occur for the following reasons, among others:

- Due to circumstances, the Fund's technical resources are not available to purchase or issue units.
- Factors related, among other things, to the political, economic, military or monetary situation beyond the control of the Fund Manager and prevent the Fund Manager from determining the Trade NAV with sufficient precision.

10.5 Deviation

If it is determined that the NAV has been calculated incorrectly and materially deviates from the correct NAV, this will be disclosed to the Participants immediately. The Fund Manager will check to what extent one or more Participants have been prejudiced by the error. The Fund Manager may decide to adjust buy-backs that have already been carried out and to allocate Participations on the basis of the correct NAV. If, in the opinion of the Fund Manager, the error (after correction) has led to material damage for one or more Participants, the Fund Manager will investigate, taking into account the cause and costs for the Fund, whether the damage should be compensated or will make an effort to recover it from the liable party.

If the Fund Manager is of the opinion that the damage should be compensated, the Fund Manager will compensate the Participant for the damage. In any case, a deviation of at least 0.5% from the correct NAV is considered to be material.

11 ISSUANCE AND NEGOTIABILITY OF PARTICIPATIONS

11.1 Issuance

The Fund has a minimum deposit of €100,000. Follow-up payments must be at least €50,000. In addition, the Fund is open-ended. As a result, the number of outstanding Participations may vary, which means that, following the determination of the NAV as described in [section 10](#), additional Participations may be issued or repurchased. Fractions of Participations may be issued up to a maximum of four decimal places. The Fund Manager has the right not to have Participations issued by the Fund to Participants without giving any reason.

The number of Participations issued is equal to the amount deposited divided by the NAV per Participation on the relevant Trading Day.

11.2 Registration procedure

When registering for a Participation in the Fund, the Subscription form must be completed. This form is used to obtain the information necessary to identify, check and administer Participants. The Subscription form must be received in full (including required documents) by the Fund Manager no later than five (5) working days before the Valuation Day. Fund Manager has the option to apply an exception in the number of Latest Business Days for both the form and the deposit.

In any case, the following information is required:

Private individuals	Legal Persons
<ul style="list-style-type: none"> <input type="checkbox"/> A fully completed Subscription form <input type="checkbox"/> A copy of the ID <input type="checkbox"/> A recent bank statement of the contra account showing the IBAN, account name and address <input type="checkbox"/> A detailed description of the origin of the assets and documentation to substantiate this (such as payslips, annual accounts, bank statements, etc.). 	<ul style="list-style-type: none"> <input type="checkbox"/> A fully completed Subscription form <input type="checkbox"/> A copy of the proof of identity of the directors, authorised signatories and (Pseudo) UBO(s) <input type="checkbox"/> A copy of a recent bank statement to verify the IBAN, name and address of <u>both</u> the legal entity and UBO(s) <input type="checkbox"/> A detailed description of the origin of the assets and documentation to substantiate this (such as payslips, annual accounts, bank statements, etc.). <input type="checkbox"/> Recent extract from the Chamber of Commerce <input type="checkbox"/> Organisation chart of the shareholders <input type="checkbox"/> Articles of Association of the Entity <input type="checkbox"/> Register of shareholders

Additional information or documentation may be required to complete the registration. After a Participant has been approved, he or she will be instructed to transfer the funds (see [section 11.3](#)). The Subscription form can be requested from both the Fund Manager and the Administrator.

11.3 Transfer of funds

In order to realise the participation in the Fund, a deposit must be made to the bank account of the Legal Owner. The deposit instructions can be found in the Fund's Subscription Form. The funds must be received in the account of the Legal Owner no later than three (3) working days before the Trading Day, before the Participation can be realized. A deposit must always be made from the contra account with the same name as the Participant. Deposits are only accepted in EUR and from a credit institution with a registered office in a Member State of the European Union.

In the event that the request for Participation or the deposit is received too late, the Participation will be postponed until the next transaction moment. The Fund Manager has the option to apply an exception in the number of working days for the final deposit.

11.4 Modification procedure

If a Participant in the Fund wishes to change his personal details or the number of participations, the Change Form must be used, which can be requested from the Fund Manager or Administrator. Again, it must be received in full (including any documents that may be required) by the Fund Manager no later than five (5) business days before the Trading Day and the funds must be received in the Legal Owner's bank account no later than three (3) business days before the Trading Day (as described in [section 11.3](#)). Fund Manager has the option to apply an exception in the number of Latest Business Days.

11.5 Determination of the number of participations

The Participations in the Fund are determined on the basis of the amount transferred and the NAV, i.e. the Fund Value. Within five (5) days after processing the Participations, a confirmation will be sent to the Participant with the number of Participations in the Fund. The allocation of Participations will then take place in accordance with the Valuation Methodology described in [section 10](#). Afterwards, the Participant will receive an invoice with an overview of the participations.

11.6 Negotiability

The structure is set up as BFGR with an open character. The choice of this structure has the following consequences for the marketability of Participations:

- Participations may only be repurchased by the Fund itself or passed on to relatives by blood and marriage in a direct line; and
- In the event of entry or exit, other Participants in the Fund do not have to give their consent.

11.7 Limit on Fund Size

The Fund falls under the registration regime based on Section 2:66a of the Financial Supervision Act. This exempts the Fund and the Fund Manager from the obligation to have a licence. Due to the exemption, it is not permitted for the aggregate assets of the Fund Manager's Funds to exceed €100 million.

11.8 Refusal or suspension

The Fund Manager reserves the right to refuse or suspend the issuance of new Participations. The Fund Manager reserves the right to do so without giving any reason. Possible considerations taken by the Fund Manager in refusal or suspension of Participations include the following, but are not limited to the following:

- The aggregate assets of the Fund Manager's Funds are close to the limit of € 100,000,000 set by the AFM and it is not possible to obtain a full AIFM licence in time;
- The Fund Manager and/or Administrator is of the opinion that the acceptance of a Participation has adverse consequences for the other Participants in the Fund;
- The Fund Manager cannot accept the Participant on the basis of the internal AML and Sanctions Act policy;
- The Fund Manager is of the opinion that the investment policy of the Fund is not appropriate for the Investor;
- The Fund Manager is of the opinion that the acceptance of the Participant is contrary to a legal provision;
- The Fund is in a liquidation process and no new Participants can be accepted.

12 BUY-BACK OF PARTICIPATIONS

12.1 Buy-back of shareholdings

The minimum amount of the Participation may not be less than € 100,000 as a result of a (partial) sale, unless the entire participation in the Fund is terminated. A partial retirement must be at least € 25,000. In addition, the Fund is open-ended. As a result, the number of outstanding Participations may vary. This means that, following the adoption of the NAV as described in [section 10](#), Participations may be repurchased by the Fund.

12.2 Request for buy-back of Participations

A request for the repurchase of Participations by the Fund from the Participant can be made via the Change Form. The request must be made known no later than five (5) working days before the determination of the new NAV or the Trading Day, i.e. the current Fund value, by sending a fully completed Change Form (including any required documents). In the event that the request for the repurchase of Participations is received too late, the repurchase of Participations will be postponed until the next transaction moment. Fund Manager has the option to apply an exception in the number of Latest Business Days for the form. The Change Form can be requested from both the Fund Manager and the Administrator.

12.3 Disbursement of funds

Upon receipt of the request to sell Units, the Fund Manager will release liquidity in the Fund. These funds will be refunded to the legal owner's bank account and then transferred to the Participant.

The funds will only be transferred to the contra account of the Participant that is included in the Register of Participants. It is important that the name of the contra account exactly matches the name of the Participant.

Since the release of liquidity is in some situations better spread over a period of time, it may take several days to release the funds. In the event of a relatively large deregistration, it is possible that the Fund will pay the Participant in instalments over a longer period of time in order to prevent the Fund's portfolio from suffering from a sale that is too soon.

12.4 Determination of the number of Participations

The value of the Participations in the Fund is determined on the basis of the latest NAV, i.e. the current Fund value. The valuation of the NAV takes place according to the methodology set out in [section 10](#).

12.5 Refusal or suspension of buybacks

The Fund is authorized, but not obliged, to repurchase Participations at the request of a Participant. In addition, the Fund may suspend the buy-back of Participations in specific situations. These situations relate to the following:

- The Fund Manager is of the opinion that the repurchase of the Participations is contrary to a legal provision or an internal policy; or
- The Fund is in a liquidation process and no new Participations can be (temporarily) bought back.

13 FEES AND CHARGES

13.1 Participant

The various costs for the Participant are set out below. Currently, no VAT is paid on these costs.

Control compensation

The Fund Manager receives an annual management fee of 2% of the Fund's NAV for the management of the Fund. The compensation is calculated at the end of the month and paid on the basis of the NAV on the Valuation Day. This fee shall at least cover the one-off costs related to the set-up of the Fund and the remuneration for the work of the Fund Manager.

There is also a second share class for which the Fund Manager applies a lower annual management fee of 1% of the Fund's NAV. Assignment of this share class is at the discretion of the Fund Manager.

Performance fee

In addition, the Fund Manager will receive a performance fee of 15%. It applies the following principles:

- The fee is calculated at the end of the month and settled after the management fee and other costs and settled on the basis of the NAV on the Valuation Day;
- The performance fee is tracked at the investment level;
- The Fund applies the high-water mark principle.
 - The high-water mark refers to the Fund's highest NAV.
 - The performance fee is only paid if the profit made has actually resulted in a growth in the NAV compared to the highest NAV in the past.
 - The performance fee is calculated on the profit made compared to the highest NAV of the Fund in the past.

Remuneration for the participant

The Fund aims to achieve an average net return of 15% per annum over a number of years on invested capital. The assets and net income of the Fund are allocated directly to the underlying Participants, pro rata to the size of the Participations held. Investing in the Fund involves the risk of negative returns.

13.2 Fund

The following costs are not included in the management fee and performance fee and are debited directly from the Fund's assets:

- transaction costs for the implementation of the Investment Policy;
- Rate data subscriptions for live price data;
- the costs of banks, brokers and (sub) (custodian) institutions, including Legal Owner, whereby assets and liabilities that are included in the Fund's assets are held or held;
- the taxes and duties levied on the Fund as such;
- the costs of licences and statutory public supervision and the costs incurred in order to meet the requirements imposed on the Fund in this respect;
- the costs of Administrator of the Fund;
- all other charges and fees that are directly related to the Fund.

13.3 Overview

Below is an overview summarizing the costs and benefits that affect the Participant:

Cost for participant	Explanation
Management compensation	The Fund pays a 2% management fee on an annual basis on the Fund's assets as compensation for work performed by the Fund Manager. In addition, there is a second share class for which a management fee of 1% on an annual basis is applied to the Fund's assets.
Performance fee	The Fund pays 15% in performance fee. The high-water mark principle is used here.
Other cost	The fees described in section 13.2.
Benefits for Participant	Explanation
Intended return of the Fund	The Fund aims to achieve a return of 15% per annum over a series of years on invested capital after deduction of all costs.

14 FISCAL ASPECTS

This chapter is only a summary of general provisions regarding the tax aspects applicable to the Fund and should not be construed in any form as advice. Investors are advised to discuss the individual tax implications of the Participation in the Fund with their own tax advisor.

The description of the tax aspects is based on the current tax legislation in force in the Netherlands, on other tax regulations and on the case law relating to tax-related matters that are currently available. This IM excludes any legislation that might be enacted after the date of this document (see [front page of](#) this document for the date of publication).

14.1 Tax transparency

The Fund is structured as BFGR. In this structure, Participations are only transferable to the Fund or to relatives by blood and marriage in a direct line. Participations can therefore not be alienated to persons other than the exceptions mentioned above. This means that the Fund is considered to be fiscally transparent.

As a result of tax transparency, the Fund is not an independent taxpayer and both the Income Tax Act 2001 and the Corporate Income Tax Act 1969 do not apply to the Fund. The assets and income of the Fund are allocated directly, pro rata to the size of the Participations held, to the underlying Participants and taxation can be set off there.

14.2 Taxes

The way in which the assets and income of the Fund are taxed in the hands of a Participant depends on the tax position of the Participant in question.

Income tax

For natural persons residing in the Netherlands, the assets and liabilities in the Fund are generally regarded as an asset in box 3 on a pro rata basis according to the size of the Participations, due to the tax transparency of the Fund. In box 3 of the Income Tax Act 2001, tax is levied annually on a flat-rate return.

Corporate tax

Dutch legal entities that participate in the Fund are subject to the levy of Dutch corporate income tax, unless the entity can invoke participation exemption as laid down in the Corporate Income Tax Act 1969.

In general, the participation exemption can be invoked by a Participant if that Participant, indirectly through the Fund, has an interest of at least 5% of the total nominal paid-up capital in an entity held by the Fund, while that entity is not regarded as a so-called "non-qualifying investment participation" within the meaning of the Dutch Corporate Income Tax Act 1969.

The advice to (potential) Participants is to discuss with their tax advisor the conditions under which the participation exemption applies in their specific case.

Dividend withholding tax

If the Fund makes distributions to Participants, they are not subject to dividend withholding tax because the Fund qualifies as fiscally transparent.

If the Fund has investments in which companies pay dividends to the Fund, the dividend taxes paid are not recoverable by the Fund but can be reclaimed by the underlying Participants, in proportion to the number of Participations. The advice is to consult a tax advisor about the extent to which dividend withholding tax can be reclaimed.

Tax on foreign participants

In general, no Dutch income or corporate income tax will be levied on income or capital gains earned by Participants residing outside the Netherlands, unless they are specifically connected to the Netherlands. This includes, among other things, cases in which a business or part of a business is run with the help of a permanent establishment in the Netherlands.

Non-resident Participants should consult their own tax advisor for more information about tax levied on assets or income received from the Fund.

14.3 Reporting obligation of foreign tax authorities

FATCA

Since 1 January 2014, the United States Foreign Account Tax Compliance Act ("FATCA") has been in force in the Netherlands. FATCA was implemented by the United States to prevent Americans from hiding assets abroad to avoid U.S. taxation.

The Fund is obliged to comply with FATCA and the provisions of Dutch law in that regard. If the Fund does not comply with FATCA, it will be subject to withholding tax on its investments in the United States and may adversely affect the NAV.

The Fund does not accept a U.S. taxpayer, so in principle will not provide any information to the IRS.

CRS

The Netherlands has made agreements with more than 100 countries on the automatic exchange of financial data of individuals and organisations in accordance with the so-called Common Reporting Standard (CRS). In any case, these are the Member States of the European Union. The purpose of CRS is to combat international tax evasion. This regulation is included in the Dutch Act on International Assistance in the Levy of Taxes (the ITC).

By signing the Subscription form, the Investor, if he is not a tax resident in the Netherlands but elsewhere (and assuming that this country is a member of the CRS), agrees that data can be requested and shared with foreign tax authorities.

15 PROVISION OF INFORMATION

Participants in the Fund will be provided with information at the e-mail address indicated by the Participant in the Registration or Change Form. In the event that Participants prefer to receive information by post, they must contact the Fund's Administrator separately.

15.1 Annual report

The Fund's financial year runs from 1 January to 31 December. The annual report shall be sent to Participants in the Fund within six (6) months after the end of the financial year. The annual report will be denominated in euros and will provide insight into the development of the Fund's assets

15.2 Annual reporting

Each year, participants receive an overview of the results achieved in the Fund. These periodic reports shall include, inter alia, the following information and data:

- an overview of the Fund's investments; and
- the progress of the Fund's assets in the Fund.

15.3 Documents

The following documents apply to the Fund structure and can be requested at any time from both the Fund Manager and the Administrator of the Fund, which can be viewed by Participants:

- [Terms](#);
- IM (this document);
- Data Processing Agreement;
- Annual reports of the Fund;
- Subscription form; and
- Amendment form.

The express advice is to Investors to review, understand and store this documentation before proceeding with the purchase of Units in the Fund. These documents and modifications to these documents will also, where possible, be made available on the Fund's Website.

15.4 Meeting of Participants

Invitations to participate in a Meeting of Participants will be sent to the e-mail address indicated by the Participant in the Registration or Change Form.

Every year, a Meeting of Participants takes place. The Participants will be summoned by the Fund Manager after the annual report with auditor's report is available. The agenda is drawn up by the Fund Manager. In addition, the participants can - if there is reason to do so - organize an ad hoc Meeting of Participants. The Fund Manager will cooperate with this meeting.

Participants with a two-thirds (2/3) majority of Participations – in the form of more than 66% of the number of Participations – can approve or reject decisions regarding the Phasing-out phase and dissolution of the Fund during the last Meeting of Participants.

16 TERMINATION AND LIQUIDATION FUND STRUCTURE

16.1 Duration of the Fund

The Fund has been entered into for an indefinite period of time.

16.2 Distributions

The interest received by the Fund, as well as capital gains made, are in principle not distributed but reinvested. The Fund Manager may decide to distribute all or part of the (profit) reserves.

16.3 Dissolution and settlement

A decision to dissolve the Fund can only be taken by the Fund Manager and the Legal Owner jointly, taking into account the interests of the Participants. The process will be discussed during the Meeting of Participants. The Fund Manager will be responsible for the dissolution and liquidation of the Fund. During the process, the [Terms](#) and the provisions in the IM will remain in force to the greatest extent possible.

16.4 Liquidation

Any liquidation surplus will be distributed to Participants in proportion to the number of Participations they hold. The Fund Manager will close the positions and submit the justification for the settlement process, accompanied by an auditor's report. The approval of the liquidation process by the Participants shall be liable to the Fund Manager and the Legal Owner insofar as the meeting does not impose any conditions in this regard. Participants will only be paid out after the entire Fund assets consist of cash and the disbursements have been approved during the Meeting of Participants. After distribution, the Participations will lapse.

17 MISCELLANEOUS

17.1 Justification for not requiring a permit

The Fund is eligible for an exemption from the permit requirement under Section 2:66a of the Financial Supervision Act. This means that the Fund Manager does not need to have the permit as referred to in Section 2:65 of the Financial Supervision Act. The requirements of the Exemption Regulations under the Financial Supervision Act are as follows:

- If a Fund Manager only offers units to Investors and manages (one or more) alternative investment funds whose total assets under management:
 - is less than or equal to €500 million, in the case of a Fund Manager managing Funds that are closed end for the first five years (no repurchase or redemption of units from the time the rights are first acquired) and do not use leverage; or
 - less than or equal to €100 million.

For the Fund Manager, the total assets under management are less than or equal to € 100 million. This means that it does not fall under the supervision of the AFM and DNB.

17.2 Changes to the IM

Any changes to this IM with negative consequences for Participants will be shared for information purposes at least one month before the intended date of entry into force. Changes have been announced (and explained) to Participants at their e-mail address. During this period, Participants have the right to redeem Participations under the usual conditions. Changes with positive consequences for Participants can be implemented immediately.

17.3 Complaints procedure

In the event of a complaint about the Fund, Fund Manager, Legal Owner or Administrator, this complaint may be submitted in writing or by e-mail to the Fund Manager. This will be confirmed within five (5) working days upon receipt and will indicate how the complaint will be handled.

18 STATEMENT OF CONTROLLER

Fund Manager is solely responsible for the content of this IM. The Fund Manager declares that, to the best of its knowledge and belief, the information contained in this IM is in accordance with the facts and that nothing has been omitted that would materially alter the content of this IM, should such information have been included.

Alkmaar, The Netherlands

June, 2023

RDD Capital B.V.

APPENDIX 1 DEFINITIONS

Words and expressions in IM, as included in the list of definitions below, begin with a capital letter and, unless the context indicates otherwise, have the following meanings (definitions rendered in the singular have the same meaning in the plural and vice versa):

Definition	Meaning
Abi	Alternative investment fund.
Accountant	The accountant or other expert as referred to in Article 2:393(1) of the Dutch Civil Code. This party is responsible for auditing the Fund's figures. An external audit is not mandatory for this Fund.
Administrator	AssetCare Fund Services B.V..
AFM	Netherlands Authority for the Financial Markets.
Amendment form	The form that the Participant can use to change data or a request to the Fund to (partially) buy back Participations
Appreciation	The Valuation of the Fund's assets, carried out in accordance with the valuation methodology in section 10, by the Administrator or appraiser.
Conditions of Management & Legal Ownership	The contracts and Terms applicable to the Fund Structure have been drawn up by the Fund Manager and Legal Owner. The conditions have been added as Annex 2 to the Information Memorandum;
Derivatives	Derivatives are investment products that are based on or derived from stocks, bonds, indices, commodities or currencies. The value of derivatives is therefore linked to the value of other investments.
DNB	De Nederlandsche Bank N.V.
EUR	Euro, the Fund's base currency.
Exemption scheme under the Financial Supervision Act	In accordance with Article 2:66a of the Exemption Regulations under the Financial Supervision Act, the Fund Manager is therefore exempt from the obligation to hold a licence as provided for in the Financial Supervision Act and does not fall under the supervision of the AFM Authority and the DNB. However, the Fund is subject to certain restrictions.
Fiscal transparency	Tax transparency means that tax is not paid at the Fund level, but that the tax is settled at the participant level.

Fund	MID Leverage Growth Fund, an agreement between the Fund Manager and the Legal Owner on the one hand and a group of Participants (investors) on the other.
Fund assets	All assets, including loans held by the Fund, rights of the Fund exercisable against third parties, cash and other assets held by third parties in the name or for the account and risk of the Fund, less the liabilities for the account and risk of the Fund, which assets and liabilities are periodically expressed in the total Fund Value or NAV.
Fund Manager	RDD Capital B.V. (MID Capital)
High-water mark	The highest achieved NAV score per Participation in a given Participation Class.
Incorporation Fees	The costs, fees, taxes paid in setting up the Fund structure, the costs are described in section 13.
Information Memorandum ("IM")	The IM describes all the ins and outs of the Fund in such a way that an Investor gets a good insight into all aspects of the Fund.
Investment policy	The way in which a (private or professional) investor organizes his portfolio, taking into account matters such as the investment status, the investment motives, the investment horizon and the requirements and wishes in terms of risk and return.
Investors	Investors can be investors who potentially want to invest in the Fund as well as investors who are already Participants of the Fund.
Legal Owner	Legal Owner MID Leverage Growth Fund Foundation, the entity in charge of holding ownership of the Fund's assets.
Leverage	By investing with borrowed money, the results are magnified both positively and negatively.
Liquidity	Liquidity refers to the extent to which securities can be easily bought or sold without significantly affecting their price.
Margin requirement	The amount that must be held as collateral for leveraged positions.
Market capitalization	The number of shares in circulation of a company multiplied by the current price. In other words, the market capitalisation of a company.
Meeting of Participants	The meeting of the participants in the Fund as described in section 15.4.
Monthly reporting	The communication from the Fund to the participants with regard to the results of the Fund.
NAV	The abbreviation for Net Asset Value loosely translates into Dutch as the net asset value of all assets in the Fund.

Options	An option is a derivative and gives the right to buy or sell a certain product at a predetermined price and time. The value of an option is primarily based on the price of the underlying asset, the duration of the options contract, and its volatility.
Participantenregister / Register	The participants in the Fund who are maintained in an administration by AssetCare Fund Services, the administrator of the Fund.
Participants	The participants/investors within the Fund.
Participations	The number of holdings in the Fund.
Subscription form	The form that Investors can use to register for a Participation in the Fund.

U.S. Person	<p>A U.S. Person is:</p> <ul style="list-style-type: none"> • a legal person that meets the conditions set out below; • a natural person who meets the conditions set out below; and • an estate of a testator who is a citizen or resident of the United States. <p>Legal person</p> <p>A U.S. person is a legal entity if one of the following applies:</p> <ul style="list-style-type: none"> • the organization's activities are conducted in the United States (excluding the U.S. Territories); • the organization is incorporated under the laws of the United States or any of the federal States (excluding the U.S. Territories); • The organization is a trust and meets the following requirements: <ul style="list-style-type: none"> - a court in the United States has jurisdiction under applicable law to order or rule on substantially all matters relating to the administration of the trust; and - one or more U.S. persons are authorized to make all material decisions regarding the trust. <p>Natural person</p> <p>A U.S. person is defined as one or more of the following situations apply to a natural person:</p> <ul style="list-style-type: none"> • You have a U.S. passport; • You live in the United States; • You were born in the United States; • You have a U.S. residential address, mailing address, or phone number;
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- You periodically transfer money to the United States;
- You have a power of attorney with a U.S. address;
- You have a Per Address (P/A) in the United States;
- You are in possession of a Green Card or have been in possession of a Green Card in the past;
- You are a "protected person," a non-U.S. citizen who has been granted asylum under the Immigration and Naturalization Act;
- You meet the so-called "substantial presence test," which means that you have been physically present in the United States for at least the duration of:
 - 31 days in the current year; and
 - 183 days in the three-year period consisting of the current year and the two immediately preceding years. These 183 days are the sum of:
 - all the days on which you were present in the current year;
 - one-third of the days on which you attended in the first year preceding the current year; and one-sixth of the days you attended in the second year preceding the current year.

Valuation method	The methodology for valuing the Fund's assets, as described in section 10.
Volatility	Volatility is the statistical measurement of the value that an asset changes over a period of time. It has become a popular way to assess how risky an asset has become. Volatile markets are characterized by extremely rapid price changes and high trading volume.
Wet IB 2001	Law that regulates income tax in the Netherlands. The Dutch government levies income tax on income received by natural persons resident in the Netherlands and certain natural persons who do not reside in the Netherlands.
Wet Vpb 1969	Law that regulates corporate income tax in the Netherlands. The Dutch government levies corporate income tax on profits made by legal entities.
Wft	Financial Supervision Act.
Writing options	Writing options means selling an options contract. As a result, the investor receives a premium, there is a risk that the counterparty, i.e. the buyer, can exercise his option if the option has value at expiry.
Wwft	Money Laundering and Terrorist Financing (Prevention) Act.

APPENDIX 2 CONDITIONS OF MANAGEMENT & LEGAL OWNERSHIP

Undersigned

1. RDD Capital B.V. has its registered office at Kennemerstraatweg 11, 1814 GA, Alkmaar, the Netherlands and is registered with the Chamber of Commerce under number 85335991 and is validly represented by R.I van Straaten, A.K. van der Linden, N.M. Tuynman (hereinafter referred to as "Fund Manager");

and

2. Stichting Legal Owner MID Leverage Growth Fund, having its registered office at Kennemerstraatweg 11, 1814 GA, Alkmaar, the Netherlands and is registered with the Chamber of Commerce under number 89512553 and legally represented by R.I van Straaten, A.K. van der Linden, N.M. Tuynman (hereinafter referred to as "Legal Owner").

Fund Manager and Legal Owner are hereinafter referred to collectively as "Parties" or individually as "Parties".

Whereas:

- a. MID Leverage Growth Fund (hereinafter referred to as "Fund"), a private mutual fund (hereinafter referred to as "BFGR"), is an investment institution within the meaning of the Financial Supervision Act (hereinafter referred to as "Wft"), and the legal relationship between Participants, Fund Manager and Legal Owner are governed by the Terms of Management & Legal Ownership (hereinafter referred to as "Terms"), which form an integral part of the Information Memorandum (hereinafter referred to as "IM"), as referred to in the Financial Supervision Act;
- b. The Fund Manager has been appointed as Fund Manager of the Fund within the meaning of the Financial Supervision Act and, in accordance with the law and the Terms, may enter into agreements with third parties under its own name for the benefit of the Fund;
- c. The Fund Manager has submitted a request for registration for the AIFMD registration regime of Section 2:66a of the Financial Supervision Act, the so-called 'light' Fund Managers, which has been confirmed by the Netherlands Authority for the Financial Markets ("AFM"). As a result, an exemption from the AIFMD licence has been granted for the management of assets as referred to in Section 2:65 of the Financial Supervision Act;
- d. Legal Owner has as its objective the holding of legal title to the assets of the Fund, as well as to enter into obligations for the benefit of the Fund;

Declare that they have hereby agreed that:

Article 1 Definitions

1. The words and expressions in the Terms, as set forth in Exhibit 1, shall begin with a capital letter and, unless the context otherwise requires, have the meanings set forth in Exhibit 1;
2. Definitions rendered in the singular have the same meaning in the plural and vice versa.

Article 2 Name and duration

1. The Fund is called MID Leverage Growth Fund and is an open-ended BFGR;
2. The Terms take effect from the date on which the application of the Fund Manager as a 'light' Fund Manager for the Fund is confirmed by the AFM;
3. The Terms apply for an indefinite period of time;
4. The Terms alone shall determine the rights and obligations of the parties. All agreements previously entered into by the parties shall be deemed to have been superseded by these Terms.

Article 3 Nature, purpose and tax status

1. The Fund is not a legal entity, but concerns assets in which funds or other assets requested or obtained for collective investment have been or will be included in order to allow Participants to share in the proceeds, in accordance with the provisions of the Terms;
2. The Terms apply to the legal relationship between the Fund Manager, the Legal Owner and the Participant. The Terms and what happens in execution thereof do not create an agreement between Participants and do not (otherwise) intend to cooperate between Participants;
3. The assets belonging to the NAV are invested collectively for the account and risk of the Participants in accordance with an Investment Policy to be determined by the Fund Manager. The Investment Policy is explained in more detail in the IM, in order to allow Participants to share in the return on the investments;
4. The Fund is a BFGR, which qualifies it as fiscally transparent. As a result, all assets and results are allocated directly to the Participants. In other words, the Fund is not subject to Dutch corporate income tax and is not considered an entity subject to tax on profits, income or equity in any other jurisdiction;
5. The Fund invests in listed financial instruments.

Article 4 Legal ownership

1. Legal Owner acquires and holds the ownership, in the legal sense, of the assets of the Fund, for the account and risk of the investors;
2. The Legal Owner shall only issue assets belonging to the Fund's assets upon receipt of a statement from the Fund Manager stating that the issuance is required in connection with the proper exercise of the management function;
3. Liabilities that form or become part of the Fund's assets are, or will be, entered into in the name of the Legal Owner, whereby it is explicitly stated that the Legal Owner has as its sole purpose the legal ownership of the Fund's assets, as well as the incurring of obligations for the benefit of the Fund. Legal Owner cannot represent the Participants;
4. The Legal Owner is only liable to Participants for damage suffered by them, insofar as the damage is the result of culpable non-compliance or defective fulfilment of its obligations. This also applies if the Legal Owner has entrusted all or part of the goods deposited with him to a third party;
5. The fee and costs of the Legal Owner are charged to the Fund's assets.

6. Legal Owner is charged with the following tasks and responsibilities, among others:
 - a. Managing the cash account(s) to which Participants can transfer or receive the money upon entry and exit and additional payments and/or distributions;
 - b. Supervising the Investment Policy as described in the IM, the Terms and the applicable laws and regulations;
 - c. Participating on behalf of the Legal Owner in the periodic meeting between the Fund Manager and the Legal Owner;
 - d. Attending, if necessary according to the Legal Owner, the (annual) participant meeting;
 - e. Determining that the issuance, redemption and repurchase of Participations in the Fund will take place in accordance with the IM, the Terms and the applicable laws and regulations;
 - f. Determining that the calculation of the Fund's NAV by the Fund Manager is carried out in accordance with the IM, the Terms and the applicable laws and regulations; and
 - g. Ensure that the Administrator delivers the (unaudited) annual reports for the Legal Owner.
7. If, in the performance of its duties, the Legal Owner finds that the Fund Manager has not acted in accordance with the provisions of the IM, the Legal Owner may appoint the Fund Manager, with a view to representing the interests of the Participants, to remove the negative consequences for the Fund, on a cost-neutral basis for the Fund.

Article 5 Management

1. The Fund Manager has applied for the AIFMD registration regime of Section 2:66a of the Financial Supervision Act, the so-called 'light' Fund Managers, which has been confirmed by the AFM. As a result, an exemption from the AIFMD licence has been granted for the management of assets as referred to in Section 2:65 of the Financial Supervision Act;
2. The Fund Manager is responsible for the management of the Fund, including the management of the assets belonging to the Fund's assets, the incurring of obligations charged to the Fund's assets, as well as the administration of the Fund and the performance of all other acts for the benefit of the Fund, all subject to the provisions of the Terms. The Legal Owner hereby grants the Fund Manager power of attorney to perform the actions referred to in this paragraph. In its management, the Fund Manager acts exclusively in the interest of the Participants;
3. The Fund Manager is entitled to reimbursement of the management costs charged to the Fund's assets, as described in the IM;
4. The Fund Manager is authorised to delegate its tasks under the Terms, with the exception of drawing up the investment objectives and guidelines (determining the Investment Policy), to third parties, provided that they comply with the provisions of the law;
5. The Fund Manager shall provide the Legal Owner with all information that is necessary to be able to adequately perform its activities pursuant to the Terms, such as, but not limited to, the (timely) provision of:
 - a. all information necessary for acquiring and maintaining the ownership, in the legal sense, of the assets of the Fund, for the account and risk of Participants;
 - b. all information that is necessary for the management of the cash account(s) to which Participants can transfer or receive the money in the event of entries and withdrawals and additional payments and/or distributions;
 - c. all investment information and information necessary for carrying out post-transaction monitoring of the Investment Policy as described in the IM;

- d. copies of resolutions concerning the appointment and authorization of persons and decisions of (advisory) bodies thereof, of the Fund Manager, the Meeting of Participants and other bodies mentioned in the Terms of the Fund, if this is relevant to the activities of the Legal Owner;
- e. information relating to the Fund Manager's financial statements and any audit findings of external auditor(s);
- f. information about all contacts with supervisory authorities such as the AFM and the DNB. Insofar as necessary for the Legal Owner's acting as a director and the performance of the Activities by the Legal Owner, the Fund Manager shall consult with the Legal Owner in advance about contacts with supervisory authorities; and
- g. information relating to any change or proposed change to the Terms of the Fund.

Article 6 Fund assets

1. The Fund's assets consist of the total of assets and are constituted by, but not limited to, the following movements:
 - a. payments to acquire Participations;
 - b. buy-back of Participations by the Fund;
 - c. income or loss arising from holdings and/or transactions in assets of the Fund;
 - d. divide;
 - e. rents; of
 - f. other capital distributions from the investments.
2. The Fund's maximum total assets under management is less than or equal to €100 million.

Article 7 Participations

1. The Fund's assets are divided into Participations. Each Participation entitles the holder to a proportionate share of the Fund's assets. Each Participant is economically entitled to the Fund's assets for the part of his or her Participation(s). Without prejudice to the provisions of Article 7.2, in the proportion referred to in the previous sentence, all advantages and disadvantages that are economically linked to the Fund shall be for the benefit or at the expense of the Participants;
2. The Participant is not liable for the obligations of the Fund Manager and/or Legal Owner and does not contribute to the losses of the Fund beyond the amount that the Participant has contributed to the Fund in return for the Participation(s) held by the Participant;
3. Participations are divided into one or more Series and are designated in such a way that they can always be distinguished from each other. The number and designation of these Series shall be determined by the Fund Manager;
4. Participation is named. A certificate of affiliation to the Fund shall not be issued;
5. Participation rights in the Fund are offered for at least € 100,000.

Article 8 Registers

1. The Fund Manager shall keep the Register of Participants in electronic or other form to be determined by the Fund Manager, in which the name and (e-mail) address of each Participant is recorded, as amended from time to time, stating the number of Participation(s) held by each Participant, as well as the number of Participations purchased by the Fund from time to time, as well as the bank account number of the Participant, on which he or she wishes to receive payments from the Fund. The number of Participations held by the Participant is calculated to four decimal places;
2. Participations are designated in such a way that they can always be distinguished from each other;
3. The Register is updated by the Fund Manager after each allocation and purchase of Participations;
4. The Register is available for inspection by each Participant at the offices of the Fund Manager, but only insofar as it concerns his own registration.
5. The Fund Manager periodically provides Participants with statements regarding their investment in the Fund;
6. The Participant shall immediately notify the Fund Manager of any changes to the data referred to in Article 8.1. By paying funds under the Terms by the Fund to the bank account mentioned in the Register, the Fund has fulfilled the relevant payment obligation towards the Participant and the Participant agrees in advance that the Fund has thereby fulfilled its payment obligation towards the Participant. The Register shall be updated by the Fund Manager after each allocation and purchase of a Participation or the receipt of a change of data of the Participant as referred to in Article 8.1.

Article 9 Determination of the NAV and the Participation Value

1. The NAV will be determined by the Fund Manager at least five (5) days after the first working day of the new month in the manner described in the IM and will be sent to the Participants by e-mail as soon as possible after its adoption. Determination of the NAV will also take place when the Fund Manager deems it desirable. The most recently established NAV can always be requested from the Fund Manager;
2. The value of the assets of the Fund's assets and the result of the Fund shall be determined in accordance with the valuation methods set out in the IM;
3. In determining the NAV, account shall also be taken of accrued interest not yet paid and the costs and fees due, not yet invoiced as referred to in Article 15;
4. The Fund Manager may decide to suspend the determination of the Fund's NAV and/or the value per Participation in connection with circumstances that impede an (adequate) determination thereof, as provided for in the IM;
5. The Fund Manager shall not determine the value of the assets and the NAV of the Fund's Holdings if a decision to wind up or a decision to dissolve the Fund has been taken;
6. If it is determined that the NAV of a Participation has been incorrectly calculated and materially deviates from the correct NAV, this will be immediately communicated to Participants by e-mail. The Fund Manager will check to what extent one or more Participants have been prejudiced by the error. The Fund Manager may decide to adjust buy-backs that have already been carried out and to allocate Participations on the basis of the correct NAV. If, in the opinion of the Fund Manager, the error (after correction) has led to material damage for the Participant, the Fund Manager will investigate whether the damage should be compensated or make an effort to recover it from the liable party, taking into account the cause and costs for the Fund. If the Fund Manager is of the opinion that the damage should be compensated, the Fund Manager will compensate the Participant for the damage. In any case, a deviation of at least 0.5% from

the correct NAV is considered material. If a Participant has exited at an NAV that is too high, the Fund reserves the right to reclaim the difference between the actual NAV and the overcharged NAV on the exit date from the Participant. The Fund Manager must be able to clearly demonstrate this difference.

Article 10 Issuance of Participations

1. For subscription to Participations to be issued in the Fund, use must be made of a Subscription Form that must be fully completed and legally signed by the Fund Manager. Subscription forms are made available by the Fund Manager. The subscription period may be shortened or extended by the Fund Manager if this is in the interest of the Fund;
2. The Registration is irrevocable from the moment that the Fund Manager has received the completed and legally signed Subscription form;
3. Participant must participate in the Fund for at least € 100,000;
4. The Fund Manager can issue Participations on behalf of the Legal Owner. Fund Manager determines the number of Participations to be issued. Holdings can be divided into fractions (rounded to the nearest four digits after the decimal point). Upon issuance of Participations, the Participant will receive for his Participation such a number of Participations (possibly expressed in fractions) as corresponds to the NAV of the Participation(s) in the Fund at the time of issue;
5. The Fund Manager and/or Legal Owner are entitled to attach further conditions to the entry of new Participants;
6. On the basis of the IM, the Fund Manager determines to whom Participations will be allocated and may decide not to honour tenders or to honour them in part;
7. (Aspirant) Participant must ensure that the deposit is received before the moment of issuance of the Participation(s) on the bank account of the Legal Owner as stated on the Subscription form;
8. Issuance of Participations will only take place after payment of the Deposit by the (prospective) Participant;
9. Issuance of Participations takes place by Registration of Participations and the other relevant data by the Fund Manager in the Register of Participants. The rights associated with the assigned Participations commence on the Business Day on which the Participations are issued;
10. The Fund Manager may cease or suspend the issuance of Participations at any time if the NAV cannot be determined in accordance with the provisions of Article 9.2, the Fund cannot (immediately) meet the number or extent of requests for the issuance of Participations, or the Fund Manager deems this necessary or in the interest of Participants.
11. The Fund Manager has the right not to have Participations issued by the Fund to Participants without giving any reason.

Article 11 Transfer of Participations

1. Participation can only be transferred to the Fund (see Article 12 below) or transferred to blood and relatives in the direct line of the Participant;
2. Participation cannot be encumbered by a limited right or by a similar right.

Article 12 Buy-back of Participations

1. The Fund Manager has the option of repurchase by the Fund of Participations against payment of the purchase price referred to in Article 12.3;
2. The structure is set up as BFGP with an open character.

3. Purchase will be made at the NAV in force at the time of purchase. In principle, the repurchase of Participations can take place on the first of the new month if the conditions are met;
4. The purchase price referred to in this Article may be changed by the Fund Manager if and to the extent that there is a change in the existing levy of taxes and/or duties in respect of the purchase of Participations. These changes will be communicated to Participants;
5. Participants who offer their Participations for purchase must only use a Change Form for this purpose. This form is available free of charge from the Fund Manager. The form must be fully completed and signed by the Fund Manager at least five (5) business days before the purchase date;
6. The Fund Manager has the right to have Participations of Participants bought back by the Fund without giving any reason, regardless of whether the Participant agrees to this.

Article 13 Summonses and notices

1. Summonses and communications to Participants shall be sent by post or e-mail to the (e-mail) address specified in the Register;
2. The date of a summons or communication is the date of dispatch by the Fund Manager or Legal Owner.

Article 14 Provision of information

1. The Fund Manager shall communicate at least the following information to the Participants at least once a month:
 - a. the number of outstanding Participations of the Participant;
 - b. the total value of the Participant's Participations.
2. The Fund Manager shall annually prepare a report for that financial year, the annual report, within six (6) months after the end of the financial year. This annual report consists of a report from the Fund Manager as well as the financial statements. The financial statements consist of the balance sheet, the profit and loss account and the notes thereto. The notes shall include at least an overview of the development during the financial year of the value of the Fund's assets, of the investments and the composition of the Fund's investments at the end of the relevant financial year, as far as possible in accordance with the provisions of Part 9 of Book 2 of the Dutch Civil Code;
3. Optionally, the Fund Manager will instruct the Accountant to examine the financial statements as referred to in Article 14.2. The auditor submits his audit report to the Fund Manager and the Legal Owner, and makes a statement of fairness in respect of the financial statements. The statement made is attached to the annual accounts;
4. Within five (5) months after the end of the relevant Financial Year, copies of the annual accounts and any statement of the Accountant or the annual figures respectively relating thereto shall be made available free of charge at the offices of the Fund Manager, after a notification has been made in accordance with the provisions of Article 14;
5. Every year, within five (5) months after the end of the Financial Year, the adopted annual accounts or, if adoption has not yet taken place, the annual accounts drawn up must be published at the same time as the annual report and the other information as referred to in Article 392 of Book 2 of the Dutch Civil Code. Disclosure must be made in accordance with the provisions of Title 9 of Book 2 of the Dutch Civil Code;
6. The Fund's assets shall be administered in euros;
7. The financial administration of the Fund serves as binding proof for the Participants of their financial rights and obligations with regard to the Fund, unless and insofar as the inaccuracy thereof may be demonstrated.

Article 15 Meeting of Participants

1. A Meeting of Participants consists of all holders of Participations in the Fund;
2. If the Fund Manager or Legal Owner deems this useful, necessary or desirable in the interest of the Participants or if this is required by law, the Fund Manager will convene a Meeting of Participants;
3. The convocation of a Meeting of Participants shall be made at least fourteen (14) days before the commencement of the relevant Meeting of Participants, excluding the day of the convocation and that of the Meeting of Participants, and shall be issued in accordance with Article 13. The call shall state the place and time at which the Meeting of Participants is to be held. The call shall also state (I) either the content of the agenda and of all documents of which acquaintance is important for the Participants in the discussion of the agenda, (II) or where these documents are available free of charge to Participants from the day of the summons;
4. In any case, the agenda for this meeting contains a report from the Fund Manager and Legal Owner on the course of events in the past financial year. At the annual meeting, what has been placed on the agenda is further discussed;
5. The Meeting of Participants will be held at a place to be determined by the Fund Manager, unless the Fund Manager determines that the Meeting of Participants will take place via a digital communication channel, such as the Internet. In that case, each Participant can participate in this meeting using digital means of communication;
6. The Fund Manager and the Legal Owner will arrange for a secretary present at the meeting who is in charge of keeping the minutes. The chairman of the meeting shall adopt the minutes with the secretary, in witness which he shall sign with the secretary. If a notarial official report is drawn up of the property dealt with in a Meeting of Participants, the signature thereof by the chairman is sufficient;
7. In a Meeting of Participants, the Participant's voting rights are linked to the number of Participations held by him;
8. Resolutions in a Meeting of Participants shall only relate to deviations from the Information Memorandum stipulated, and shall be taken by Participants with a majority representing more than two-thirds (66%) of the number of Participations entitled to vote at that meeting. It is understood that a decision to dissolve the Fund can only be taken by the Fund Manager and the Legal Owner jointly, taking into account the interests of the Participants;
9. The resolutions of a Meeting of Participants are binding on all Participants of the Fund.

Article 16 De-functioning of the Fund Manager or Board of Directors of the Legal Owner

1. As such, the Fund Manager will defung:
 - a. at the time of dissolution of the Fund Manager;
 - b. by voluntary resignation;
 - c. by reason of his irrevocable bankruptcy or by the loss of free management of his assets in any way, including suspension of payments granted to him; or
 - d. due to the loss of the registration in the register kept by the AFM pursuant to Section 1:107 of the Financial Supervision Act as an administrator exempted from the licence requirement pursuant to Section 2:66a of the Financial Supervision Act.
2. As such, the board of Legal Owner will defung:
 - a. at the time of dissolution of the company acting as director;

- b. by resigning from the board of Legal Owner; or
 - c. as a result of the irrevocable bankruptcy of (the director of) the Legal Owner or because the latter loses the free management of his assets in any way, including suspension of payments granted to him.
3. The Fund Manager and/or the board of the Legal Owner can only unilaterally terminate their position with due observance of a notice period of three (3) months;
4. If, for any reason, the Fund Manager ceases to perform his duties, the Fund shall be dissolved and liquidated in accordance with the provisions of Article 18;
5. Upon resignation of the board of Legal Owner, the Fund Manager will appoint a new (director of) Legal Owner within one (1) calendar month;
6. If a successor legal owner or board of directors of the Legal Owner has not been appointed within three (3) months after it has become apparent that the Legal Owner or the board of directors of the Legal Owner wishes or must terminate its position, the Fund shall be dissolved and shall be liquidated in accordance with the provisions of Article 18;
7. If a successor Fund Manager or Legal Owner has not been appointed within ten (10) weeks after it has become apparent that the Fund Manager and/or Legal Owner wants or needs to terminate its position, the Fund shall be dissolved and liquidated in accordance with the provisions of Article 18, unless the Meeting of Participants decides to extend the said period;
8. Only legal entities whose sole object under the articles of association is to retain legal ownership of the assets of one or more investment institutions, whether or not together with the custody and administration of the assets, can be Legal Owners.

Article 17 Applicability and modification of the Terms

1. By obtaining a Participation, a Participant submits to the provisions of these Terms. The most up-to-date version of this is always available free of charge from the Fund Manager.
2. The Terms can be amended jointly by the Fund Manager and the Legal Owner, provided that they have notified the Participants of their intention to do so. An explanation of the proposed change will be communicated to Participants;
3. To the extent that the amendments referred to in the preceding paragraphs of this Article reduce the rights or securities of Participants or impose charges on them or constitute a change in the Investment Policy, these will only take effect on the first Business Day after one month has elapsed after the publication of the change as referred to in this Article. Participants can withdraw within this period under the usual Terms.

Article 18 Dissolution and liquidation of the Fund

1. A decision to dissolve the Fund can only be taken by the Fund Manager and the Legal Owner jointly, taking into account the interests of the Participants;
2. The decision to dissolve the Fund shall be notified to Participants in accordance with Article 13;
3. The Fund Manager shall take care of the liquidation of the Fund's assets and shall account for this to the Participants before proceeding to any distribution. The settlement must be checked by the Administrator, on the instructions of the Fund Manager, before distributions are made and the Fund is dissolved;
4. Distribution is possible, but only if Fund assets can be fully distributed in cash (in order to achieve a fair distribution);
5. Participants receive positions and liquidation balance in proportion to the number of Participations in the Fund's assets;

6. During the liquidation, the provisions of the Fund Terms will continue to apply as far as possible.

Article 19 Liability

1. The Fund Manager is solely liable to the Fund and Participants for damage suffered by them insofar as this is the result of the Accountant's attributable and culpable failure to comply with its obligations under the Terms;
2. The Legal Owner is solely liable to the Fund and Participants for damage suffered by them insofar as this is the result of the Legal Owner's attributable and culpable failure to comply with its obligations under the Terms. This shall also apply if the assets of the Fund entrusted to his care have been entrusted in whole or in part to a third party;
3. Subject to the provisions of Articles 19.1 and 19.2 above, neither the Fund Manager nor the Legal Owner shall be liable to the Fund or the Participants for losses in connection with the Fund arising from the (investment) risks associated with assets and liabilities that are included in the Fund's assets;
4. Neither the Fund Manager nor the Legal Owner shall be responsible or liable to the Fund or Participants for any taxes levied on the Fund and/or the Fund's assets and/or Participants for any reason whatsoever.

Article 20 Applicable law

1. The legal relationships between the Fund Manager, the Legal Owner and the Participants are exclusively subject to Dutch law;
2. All disputes, including disputes about the existence and validity thereof, that arise in connection with the Terms will be settled by the competent court in Amsterdam.

Article 21 Final provisions

1. The administration of the Fund Manager and the Legal Owner shall be binding evidence, as long as the Participants have not demonstrated the inaccuracy of the data included in those records;
2. In cases not provided for in the Terms, the Fund Manager decides.

Aldus overeengekomen en in tweevoud ondertekend.

RDD Capital B.V. als Beheerder



R.I. van Straaten

A.K. van der Linden

N.M. Tuynman

Plaats: **Amsterdam**

Plaats: **Amsterdam**

Plaats: **Amsterdam**

Datum: **7 juni 2023**

Datum: **7 juni 2023**

Datum: **7 juni 2023**

Stichting Legal Owner MID Leverage Growth Fund als Juridisch Eigenaar



R.I. van Straaten

A.K. van der Linden

N.M. Tuynman

Plaats: **Amsterdam**

Plaats: **Amsterdam**

Plaats: **Amsterdam**

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