

ANNEX I TERMS AND CONDITIONS OF MANAGEMENT AND LEGAL OWNERSHIP

This Annex forms part of the Offering Memorandum of Commodity Discovery Fund. All capitalized words herein will have the same meaning as set forth in the Offering Memorandum, except as indicated otherwise.

Updated 1 March 2023



1. Name and Terms

- 1.1 The name of the Fund is Commodity Discovery Fund.
- 1.2 Subject to earlier termination in accordance with clause 21, the Fund shall continue to exist for an indefinite period of time.

2. Nature and Objective

- 2.1 The Fund is established as a tax-transparent mutual fund (*fonds voor gemene rekening*) under the laws of the Netherlands. The Fund is a contractual arrangement between the Manager, the Legal Owner and a Participant. The Fund Documents do not establish a partnership (*maatschap or vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*) among the Manager, the Legal Owner and a Participant, or among any of them.
- 2.2 The Fund qualifies as a UCITS. As a result thereof the investment strategy of the Fund is tied to certain restrictions. The most important restrictions are, in short, that the purpose of the Fund is to invest only in financial instruments or other liquid financial assets, subject to the principle of risk spreading. As a result of the so called UCITS Directive, the Participations may be offered relatively easily in another member state of the European Union, as well as in a state which is not a member state of the European Union but which is a party to the European Economic Area. Currently, the Participations are only offered in the Netherlands. It is however the intention of the Manager to offer the Participations in Belgium and Germany.
- 2.3 The Fund is established, operated and maintained exclusively for the collective investment and reinvestments of moneys in accordance with the Fund Documents.
- 2.4 Legal title to the Fund Assets is held by the Legal Owner for the account of the Participants.
- 2.5 The investment objective of the Fund is to achieve capital growth by investing in a wide variety of financial instruments and by using various investment techniques. The Fund invests primarily in companies in the process of exploring and discovering natural resources, which are listed on one of the primary commodity indices. In addition, positions may be taken in the commodity sector through ETFs (or ETC), which are related to the value of commodities or other exchange-traded instruments. The Fund can use derivatives (listed only), for hedging purposes as well as to realize the investment objective.

3. Manager

- 3.1 The Manager acts as the manager (*beheerder*) of the Fund. Within the limits as set out in the Fund Documents and the Management and Legal Ownership Agreement, the Manager has the broadest power to make investments and divestments in financial instruments on behalf of the Fund, where appropriate as attorney-in-fact (*gevolmachtigde*) of and in the name of the Legal Owner. To this extent, the Legal Owner has granted the Manager a power of attorney.
- 3.2 The Manager and the Legal Owner have entered into the Management and Legal Ownership Agreement. In the Management and Legal Ownership Agreement it is inter alia agreed between the Manager and the Legal Owner that:
 - the Manager acts as the manager (*beheerder*) of the Fund and the Legal Owner as legal owner (*juridisch eigenaar*) of the Fund Assets, subject to the terms of the Fund Documents and the Management and Custody Agreement;

- the Manager and the Legal Owner will act in the interest of the Participants; and
 - the Manager shall not be permitted to represent a Participant and bind a Participant vis-à-vis third parties.
- 3.3 The management of the Fund Assets shall be performed for the risk and account of the Participants. The proceeds received and costs made in connection therewith as well as benefits and/or losses resulting therefrom shall consequently be for the benefit of, or be borne by, the Participants.
- 3.4 The Manager shall be liable for damages to the extent such damages are the direct result of the gross negligence (*grove schuld of toerekenbare nalatigheid*), fraud or wilful misconduct (*opzet*) of the Manager in the performance or non-performance by it of its duties under the Terms and Conditions.
- 3.5 The Manager is managed by its Managing Directors, who represent the Manager and directly execute the policies of the Fund. In addition, the Fund has a Board of Advisors which supports the Managing Directors by providing advice on the main principles of the policy of the Fund.
- 3.6 The Manager may delegate (outsource) part of its duties and tasks to third parties, among others to one or more administrators and brokers. The Manager shall remain responsible for the performance or non-performance of the tasks so delegated and duties so delegated but shall only be liable for damages to the extent such damages are the direct result of the gross negligence (*grove schuld of toerekenbare nalatigheid*), fraud or willful misconduct (*opzet*) of the Manager. The Manager will be indemnified out of the Fund Assets for damages incurred by the Manager for which it is not liable.
- 3.7 The Manager has delegated, outsourced and purchased specific tasks and duties through third parties, as follows:
- trading and execution: to local brokers and/or the Custodian (when acting in its capacity as execution only broker);
 - the Fund's administration: to the Administrator;
 - matters related to compliance: to the external oversight entity; and
 - conducting research: to external researchers.
- 3.8 The Managing Directors have determined the remuneration policy and laid down in the document "Regulations on Sound Remuneration Policies", which is available on the website and a copy can be obtained free of charge.

4. Principles of Fund Governance, independent supervision

The Manager applies a number of principles with regard to sound operations and the duty of care as laid down in sections 4:11, 4:14 and 4:25 of the AFS. The goal of these principles is to protect the interests of the Participants and, as far as possible, to limit conflicts of interest. These Principles of Fund Governance are published on the Website. The External Oversight Entity, a company independent of the Manager, the Administrator, the Legal Owner and the Depositary, monitors (on the basis of periodic reports of the compliance officer of the Manager and statements of the Administrator, the Legal Owner and the Depositary whether the Manager complies with laws and regulations including the Principles of Fund Governance. The External Oversight Entity is not liable for damages suffered by third parties (including the Fund, Participants and other parties related to the Fund) unless such damage is caused by the gross negligence (*grove schuld of toerekenbare nalatigheid*) or wilful misconduct (*opzet*) of the External Oversight Entity.

5. Depositary

- 5.1 The Depositary acts as the depositary (*bewaarder*) of the Fund.
- 5.2 The responsibilities of the Depositary include the safekeeping of the financial instruments owned by the Legal Owner and the monitoring that financial instruments are registered on accounts opened in the name of the Legal Owner.
- 5.3 The Depositary will oversee the sale, issue, repurchase, redemption and cancellation of Participations.
- 5.4 In addition, the Depositary shall ensure that the investment policy set out in the Offering Memorandum is observed by the Manager and that the Fund's cash flows are properly monitored and that all payments made by or on behalf of the Fund have been received.
- 5.5 The Depositary shall carry out the Manager's instructions, unless they conflict with applicable national law and the Offering Memorandum.

6. Custodian

- 6.1 The Depositary has outsourced the custody of the Fund Assets to the Custodian. In addition, the Custodian provides certain financial services related thereto, such as the clearing and settlement of transactions, reporting and ancillary services.
- 6.2 The Manager and the Legal Owner have appointed the Custodian also as broker to perform the execution and clearing of transactions, subject to the terms of an execution only agreement.

7. Administrator

- 7.1 Both the Manager and the Legal Owner have, each separately, delegated certain financial, accounting, administrative and other services to the Administrator, subject to the terms of the Administration Agreement.
- 7.2 The Administrator shall be liable for damages to the extent such damages are the direct result of the willful misfeasance, bad faith or gross negligence of the Administrator in the performance or non-performance by it of its duties under the Administration Agreement. In the legal relationship between the Manager and the Administrator it has, however, been agreed that such liability shall never exceed an amount equal to an amount of EUR 90,000. The Administrator will be indemnified out of the Fund Assets against all liabilities, actions, proceedings, claims, costs, demands and expenses (other than out-of-pocket expenses) arising out of its proper performance under the Administration Agreement.

8. Fund Assets

- 8.1 Legal title to the Fund Assets is held by the Legal Owner for the account of the Participants. Participants have no proprietary interest in the Fund Assets. Pursuant (and subject) to the Fund Documents, Participants are beneficially entitled to the Fund Assets pro rata the number of their respective Participations. The Fund Assets can only be used for the satisfaction of claims resulting from (i) debts related to the management and custody of the Fund and (ii) Participations.
- 8.2 A Participant cannot be held liable (i) by third parties for any of the Fund's obligations, and (ii) by the Manager and/or the Legal Owner and/or the Depositary for any of the Fund's obligations for any amount in excess to the amount of the aggregate of the Subscription Amount(s) in respect of such Participant.

9. Participations

- 9.1 The minimum total Subscription Amount for Participations payable by each prospective Participant wishing to invest in the Fund amounts to EUR 50,000. Participants who owned units in the fund prior to January 1, 2022, are exempt from this minimum limit of EUR 50,000, which also applies in the case of additional subscriptions. This may concern subscriptions of spouse/registered partner or heirs. Participants can make further applications for Participations in one or more multiples of EUR 5,000. No Participation certificates will be issued. The Manager reserves the right to accept lower minimum subscription amounts where appropriate.
- 9.2 The Administrator will record the name and address of each Participant, the particulars of its Participation(s) and its date of Subscription in the Register.
- 9.3 The Manager shall at all times be entitled to rely on the accuracy of the information provided by each Participant for inclusion in the Register and to treat such information as conclusive with respect to such Participant, and its entitlement to the Participations stated therein to be held by such Participant. The Manager shall:
- not be bound by any change in such information which has not been notified to the Administrator in accordance with the terms hereof; or
 - not be required to recognise an interest or claim of any person, other than the Participant, whose details have been duly entered in the Register in respect thereof.
- 9.4 Each Participant shall notify the Administrator promptly of any change in the information in respect of such Participant referred to in this clause.

10. Transfer or encumbrance of Participations

- 10.1 Participations in the Fund cannot be sold and/or transferred to other or prospective Participants. Participations can only be redeemed by the Fund at the request of a Participant, with the exception of children, husband/wife/registered partner or heirs. Under certain exceptional circumstances, the Manager and the Legal Owner, acting jointly, shall be entitled to cause the Redemption of all (but not less than all of the) Participations of a Participant in accordance with the procedure as set out in chapter 4, paragraph 4.11.5 of the Offering Memorandum.
- 10.2 Participations may not be made subject to any Encumbrances.
- 10.3 Any transfer or encumbrance of a Participation in violation of this clause 10 shall be null and void.

11. Subscription

- 11.1 A Participation may be issued at the request of a Participant at its respective Net Asset Value (to be increased with a Subscription Charge of 0.5%). Subject to the terms of the Fund Documents, Participations are available for Subscription on the Dealing Date. The Manager is authorised to refuse any Subscription or to fix additional dates for Subscription of Participations.
- 11.2 Participations will be issued against payment of the Subscription Amount to be increased with an Subscription Charge of 0.5%. The number of Participations to be issued will be calculated by dividing the Subscription Amount by the Net Asset Value per Participation as per the end of the Valuation Date immediately prior to the relevant Dealing Date. Fractions of Participations may be issued up to four decimal positions.

- 11.3 Applications to subscribe for Participations must be received in the form of the Subscription Form by the Administrator – with a copy to the Manager – at least two NL Business Days prior to the relevant Dealing Date. Payment of the Subscription Amount must be made such that it is received in EUR in the account of the Fund (as identified in the Subscription Form) at least two NL Business Days prior to the relevant Dealing Date and further made in accordance with the instructions identified in the Subscription Form.
- 11.4 Subscription Forms that are duly completed and signed are irrevocable once received by the Administrator on behalf of the Manager. Subscription Forms are accepted by the Manager once duly signed by an authorised signatory of the Administrator on behalf of the Manager. The Manager reserves the right to reject any application for any or no reason. When an application is rejected, it shall be considered as having no (further) force and effect and the Subscription Amount paid in respect thereof will be returned without interest as soon as practicably possible.
- 11.5 Upon issuance of the Participations in accordance with a relevant Subscription Form, the Administrator will confirm the Subscription Amount, the Subscription Charge, the Net Asset Value per Participation and the number of Participation(s) so issued.

12. Redemption

- 12.1 A Participation may be redeemed at the request of a Participant at its respective Net Asset Value (to be decreased with a Redemption Charge of 0.5%). Subject to the terms of the Fund Documents, Participations are available for Redemption on the Dealing Date. The Manager is authorised to fix additional dates for Redemption of Participations.
- 12.2 Participations will be redeemed against payment of the Redemption Amount to be decreased with the Redemption Charge of 0.5%. The Redemption Amount payable by the Fund in respect of a Redemption shall be calculated by multiplying the number of Participations to be redeemed with the Net Asset Value per Participation as per the end of the Valuation Date immediately prior to the relevant Dealing Date.
- 12.3 Applications to redeem Participations must be received in the form of a Redemption Form by the Administrator - with a copy to the Manager - at least ten NL Business Days prior to the relevant Dealing Date. Only in exceptional cases may the Manager deviate from this procedure. The Redemption Form must express the number of Participations to be redeemed. Payment of the Redemption Amount must be made such that it is received in EUR in the account of the Participant (as identified in the Redemption Form) after NAV approval.
- 12.4 Redemption Forms that are duly completed and signed are irrevocable once received by the Administrator on behalf of the Manager. Redemption Forms are accepted by the Manager once duly signed by an authorised signatory of the Administrator on behalf of the Manager. The Manager reserves the right to suspend (*opschorten*) or reject (*weigeren*) a Redemption. Redemptions may inter alia be suspended:
- during the period of a suspension of the determination of the Net Asset Value in accordance with chapter 7, paragraph 7.3.5, of the Offering Memorandum;
 - to the extent, the aggregate Redemptions at any given Dealing Date would cause the aggregate Redemption Amounts payable by the Fund to exceed 20% of the Fund's Net Asset Value. In such case the aggregate Redemption Amounts shall be reduced such that the aggregate Redemption Amounts payable by the Fund equal or fall below 20% of the Fund's Net Asset Value pro rata to the number of Participations held by the Participants that made the application. The rejected portion of Participations will be redeemed if the Fund has generated sufficient liquidity to proceed with the payment of the remaining Redemption Amounts. Any suspended portion of Participations will be

pro-rated across the redeeming Participants by an equal percentage of their total Redemption Amounts;

- the technical means to redeem Participations are temporarily unavailable as a result of a technical breakdown;
- circumstances have arisen which make it practically impossible for the Fund to honor all the requests for Redemption immediately; for instance because from an administrative point of view it is impossible to process the requests in an orderly manner;
- circumstances have arisen which threaten the fiscal status of the Fund;
- in case the Manager, through an instruction from the AFM in the public interest or in the interest of the Participants, is mandated to suspend the registration.

Redemptions may inter alia be rejected, or where appropriate partially rejected, if:

- the Redemption Form is not timely received;
- in the opinion of the Manager, the application would interfere or prevent the orderly liquidation of the Fund Assets proposed by the Manager upon dissolution of the Fund;
- to the extent the application would cause the aggregate amount of the actual holding at the time of Redemption by a Participant to fall below the minimum Amount of EUR 25,000, save in the event the application for Redemption relates to all (but not less than all) Participations of a Participant;
- the application is made in violation of the client identification and anti-money laundering requirements pursuant to the AML Act; and
- in the opinion of the Manager, the application is otherwise made in violation of the Fund Documents.

When an application for Redemption is rejected, it shall be considered as having no (further) force and effect.

12.5 Upon Redemption of the Participation(s) in accordance with a relevant Redemption Form, the Administrator will confirm the Redemption Amount, the Redemption Charge, the Net Asset Value per Participation and the number of the Participation(s) so redeemed.

12.6 In case the Manager decides to suspend Redemptions, the Administrator and the AFM shall be informed thereof immediately. The Participants shall be informed through publication of the suspension on the Website.

13. Management Fee and Performance Fee

13.1 The Management Fee due to the Manager equals 1.8% per annum of the Net Asset Value of the Fund (0.45% per quarter) prior to the deduction of the Management Fee and the Performance Fee. With respect to every Subscription of EUR 1,000,000 or more, the Management Fee equals 1.5% of the Net Asset Value of the Fund prior to the deduction of the Management Fee and the Performance Fee. The Management Fee shall accrue monthly and is payable quarterly in arrears.

13.2 The 20% Performance Fee (for the Standard Asset Class) that is calculated per calendar year, is due to the Manager, of any increase in the Net Asset Value of the Fund, in excess of the Hurdle Rate. The Performance Fee is calculated separately per investment and amounts to 6%. This implies that every year, the first 6% of gross returns is exempted from the Performance Fee.

13.3 If a Participant subscribes or redeems its Participations during a calendar year, the Hurdle shall be calculated pro-rata, in respect of that Participant and that year. Thus for example, if a Participant subscribes per 1 December, the pro-rata Hurdle for that Participant for that year shall be 0.5% higher (or one-twelfth of six percent). If a participant redeems on 1 March, the pro-rata Hurdle for that Participant shall be 1.0% higher (two-twelfths of six percent).

- 13.4 After payment of the Performance Fee, the Hurdle will be calculated on the basis of the NAV that caused the payment of the Performance Fee.
- 13.5 Save in the event that the Fund is liquidated prior to the last NL Business Day of a calendar year, the Performance Fee will be calculated as though the determination date were the last NL Business Day of the year. As follows from the rationale of the Performance Fee, the Performance Fee is calculated separately for each Participation and possible subsequent Participation or Participations of each Participant. The Performance Fee is paid, per Participant, by redemption of an amount of Participations equal in value to the amount of Performance Fee payable. The final settlement of the performance fee takes place following the month in which the participant redeems their participations, even if this does not fall on a yearly closing. Such payment through partial redemption is effected by the Administrator within twenty calendar days after the end of the year in respect of which the Performance Fee became due.
- 13.6 In deviation of the foregoing, every time a new or existing Participant subscribes with a Subscription Amount of EUR 1,000,000 or more, the Performance Fee payable by that Participant shall equal 15% in respect of the Participation relating to such Subscription, All other information set out above (including the information relating to the method of calculation, the Hurdle Rate and the High Watermark) remains unchanged.

14. Expenses

- 14.1 The Fund will bear the costs, fees and expenses, such as, without limitation to:
- the Administration Charge, the Legal Ownership Charge, the Depositary Charge and the Compliance Costs;
 - the costs of the Auditor;
 - the costs involved with the execution of the investment policy of the Fund, such as brokerage commissions and transaction costs (including transfer taxes, stamp duties, financing and securities borrowing costs), hereinafter referred to as the Investment Costs; and
 - charges, fees and expenses of legal and tax advisers pertaining to the Fund.
- 14.2 The Manager will bear the fees, costs and expenses in relation to:
- costs relating to personnel
 - marketing expenses;
 - travel and lodging expenses;
 - office costs;
 - expenses related to corporate actions in relation to the investments (such as participating to general meetings);
 - charges, fees and expenses of legal and tax advisers and auditors pertaining to the Manager, other than as included in the Formation and License Costs;
 - remuneration for the members of the Board of Advisors; and
 - secretarial and other advisory expenses.
- 14.3 Administration Charge. Pursuant to the Administration Agreement, the Administrator is entitled to the Administration Charge. The Administration Charge consists of: Administrative and investor services, which entails an annual fixed amount of EUR 27,000 (exclusive of V.A.T.) and a variable charge (exclusive of V.A.T.) which is calculated as follows:

over a Net Asset Value of		Basispoints	
EUR 0	EUR 25,000,000	12	(0.12%)
EUR 25,000,000	EUR 50,000,000	10	(0.10%)

EUR 50,000,000	EUR100,000,000	8	(0.08%)
> EUR 100,000,000		6	(0.06%)

however, with a minimum fee of EUR 27,000.

Per every additional Participation Class an (initial) additional fee of EUR 2,500 will be charged.

In addition, the Administrator charges a yearly fee of EUR 4,566.25 for taking care of financial reporting services, as well a minimum annual fee of EUR 3,995.47 in relation to FATCA/CRS reporting services which applies up till 568 Participants with an additional fee of EUR 50 per every additional Participant. Next to this, EUR 1,000 in relation to K-1 Reporting will be charged annually. For the regulatory reporting services (specifically in relation to MESREP) EUR 125 per report will be charged.

- 14.4 **Depository Charge.** Pursuant to the Depository Agreement between the Manager and the Depository, the Depository is entitled to the Depository Charge. The Depository Charge consists, per year, of 0.018% of the value of the Fund Assets, with a minimum of EUR 18,500.-. The Depository Charge shall be borne by the Fund.
- 14.5 **Legal Ownership costs.** Pursuant to the Management and Legal Ownership Agreement, the Legal Owner is entitled to the Legal Ownership Charge. The Legal Ownership Charge consists, per year, of a fixed fee of EUR 12,000.- (excl. 21% VAT). The Legal Ownership Charge shall be borne by the Fund.
- 14.6 **Compliance Costs.** The Compliance Costs comprise of (i) supervision costs charged by the AFM and (ii) costs charged by the External Oversight Entity. Supervision costs charged by the AFM are determined on an annual basis and comprise of a fixed and a variable component. The variable component is linked to the balance sheet total of the Fund. Based on the information as per the date of these Terms and Conditions of Management and Custody the expectation is that these costs will amount to approximately EUR 8,855 per year. The costs charged by the External Oversight Entity will amount to approximately EUR 40,000 per year. The Compliance Costs shall be borne by the Fund.
- 14.7 **Investment Costs.** A specific calculation of the Investment Costs is not available as these costs are mostly variable costs and contingent upon circumstances arising. Not taking into account any special circumstances that may arise, the Investment Costs are expected not to exceed 0.5% of the yearly average Net Asset Value.
- 14.8 The members of the Board of Advisors each receive a yearly remuneration of EUR 5,000.

15. Calculation of the Net Asset Value and Valuation Methods

- 15.1 The Net Asset Value (and the Net Asset Value per Participation) shall be expressed in EUR and determined at the end of the Relevant Business Day on the Valuation Date by the Administrator in accordance with the Valuation Methods. The Manager shall delegate the determination of the Net Asset Value and the Net Asset Value per Participation to the Administrator, subject to the terms of the Administration Agreement. The Manager will check the calculation of the Net Asset Value by the Administrator.
- 15.2 The Net Asset Value and the Net Asset Value per Participation will be notified by the Administrator to the Participants and will be published on the Website as soon as practically possible after calculation thereof, but at least once a month.
- 15.3 If a correction is required of more than 1% of the Net Asset Value and certain Participants or the Fund, as the case may be, incurred losses through Subscriptions or Redemptions against the erroneously

calculated Net Asset Value, the Manager will compensate (in cash or in Participations) those Participants or the Fund, as the case may be, for the actual losses incurred. If the Fund benefited from the erroneously calculated Net Asset Value, the Manager may reclaim the compensation paid to the Participants from the Fund, up to the amount for which the Fund benefited. In case the error in the calculation of the Net Asset Value was the result of the gross negligence (*grove schuld of toerekenbare nalatigheid*), fraud or wilful misconduct (*opzet*) of the Manager or the Administrator in the performance or non-performance of either of their duties, the Manager will compensate losses resulting from any required correction, even if less than 1%.

- 15.4 The Fund Assets will be valued in accordance with the following Valuation Methods:
- any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon will be valued at its last bid price on the Relevant Business Day;
 - investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution.;
 - any security which is neither listed nor quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available, will be valued at its probable realisation value as determined by the Manager in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Manager deems relevant in considering a positive or negative adjustment to the valuation, all the foregoing in close consultation with the Accountant;
 - investments, other than securities, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued on the basis of the "fair value method";
 - deposits will be valued at their cost-plus accrued interest; and
 - any value (whether of an investment or cash) otherwise than in EUR will be converted into EUR at the rate (whether official or otherwise) which the Administrator in its absolute discretion deems applicable as at close of business on the Relevant Business Day, having regard, among other things, to any premium or discount which it considers relevant and to costs of exchange.
- 15.5 The Manager may determine that another method of valuation qualifies as a Valuation Method if it deems such method of valuation to be appropriate, adequate and in accordance with good accounting practice.
- 15.6 The determination of the Net Asset Value and the Net Asset Value per Participation has been delegated to the Administrator. In determining the Net Asset Value and the Net Asset Value per Participation, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above. If and to the extent that the Manager is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value and shall not be liable to the Fund, any Participant or any other person in doing so.
- 15.7 The Manager may declare a suspension of the determination of the Net Asset Value for the whole or part of any period during which:
- one or more markets on which investments owned by the Fund are traded are closed, other than for ordinary holidays, or dealings thereon are suspended or subject to unusual restrictions;
 - there are circumstances as a result of which the means of communication or the calculation facilities that are normally used to determine the NAV or the value of an investment of the Fund no longer function or for some other reason the NAV or the value of an investment of the Fund cannot be determined as swiftly and accurately as the Manager desires; and

- the Manager cannot determine the NAV with the required accuracy because of political, economic, military or monetary factors that are beyond the Manager's control.

A suspension of the determination of the Net Asset Value will be notified to the Administrator and the AFM immediately and shall be published on the Website.

16. Reporting

- 16.1 The financial year of the Fund, the Manager, the Legal Owner and the Depositary coincides with the calendar year. The Administrator will draw up the Annual Accounts of the Fund and the Legal Owner in accordance with Dutch GAAP after the end of the financial year (accounting period from 1 January until 31 December). The Annual Accounts of the Fund will be audited by the Auditor. The Annual Accounts of the Manager will be audited by The Auditor of the Manager. The Annual Accounts of the Fund, the Manager and the Legal Owner will be published on the Website within four months after the end of the financial year. The Annual Accounts of the Depositary will be published on the Website within six months after the end of the financial year.
- 16.2 The Administrator will draw up the semi-Annual Accounts of the Fund in accordance with Dutch GAAP after the end of each half financial year (accounting period from 1 January until 30 June). The semi-Annual Accounts of the Fund and the Manager will not be audited by the Auditor respectively the Auditor of the Manager. The semi-Annual Accounts of the Fund and the Manager will be published on the Website within nine weeks after the end of each half financial year.
- 16.3 Participants will receive the Monthly Report each month.

The Monthly Report is prepared by the Administrator and contains the following information and data in respect of the Fund:

- an overview of the monthly performance of the investment portfolio; and
- a summary explanation of important events that have had a material impact on the performance of the portfolio over the last month.

The Monthly Report will be provided to the Participants and published on the Website as soon as possible.

In addition to the Monthly Report, each month the Participants will receive from the Administrator the calculation of the Net Asset Value as well as of the Performance Fee which may possibly be due.

17. Notices and other information

- 17.1 All notifications to the Participants will be made through email or, at the request of a Participant, per ordinary mail at the address identified in the Register. Even notifications in respect of a Meeting of Participants to be convened, a proposed dissolution or an (proposed) amendment of the Fund Documents will also be made through email at the address identified in the Register.
- 17.2 All notices to the Manager, the Legal Owner and the Administrator shall be sent in writing and shall be addressed or directed as to the addresses set out below or such other address as may have been notified to the Participants in writing:

Manager

Commodity Discovery Management B.V.
Zandvoorterweg 77
2111 GT Aerdenhout
The Netherlands

Legal Owner

Stichting Legal Owner CDFund
De Lairessestraat 145 A
1075 HJ Amsterdam
The Netherlands

Administrator

Bolder Fund Services (Netherlands) B.V.
Smallepad 30 F
3811 MG Amersfoort
The Netherlands

18. Meeting of Participants

- 18.1 Within four months following the end of the Fund's financial year, a Meeting of Participants will be held to consider and discuss the Fund's audited Annual Accounts. Additional Meetings of Participants may be convened if such is considered desirable by the Manager or by one or more Participants representing at least 75% of the Participations on issue.
- 18.2 No initiative, veto- or consensual rights are conferred upon the Meeting of Participants. The Meeting of Participants shall be of an informative nature.
- 18.3 Meetings of Participants will be convened through a notice to each Participant at least ten NL Business Days in advance, the day of publication of the notice and the day of the meeting not included. The issues to be discussed at the Meeting of Participants are mentioned in the notice convening said Meeting. The notice is published on the Website.

19. Amendments

- 19.1 The Fund Documents may be amended by the Manager. The Management and Legal Ownership Agreement may be amended by the Manager upon a joint proposal of the Manager and the Legal Owner. The adjustments will however never lead to the Fund, the Manager and/or the Legal Owner no longer adhering to the applicable laws and regulations. Any proposal to amend the Fund Documents and/or the Management and Legal Ownership Agreement will be notified to the Participants and the AFM simultaneously, and will, together with an explanation to the (proposed) amendment, be published on the Website. To the extent that the actual amendment of the Fund Documents and/or the Management and Legal Ownership Agreement differ from what was proposed, the actual amendment will be announced simultaneously to the Participants (by e-mail or at the request of a Participant, by regular mail) and the AFM, and an explanation of the change will be published on the Website.
- 19.2 An amendment of the Fund Documents and/or the Management and Legal Ownership Agreement causing a reduction of a Participant's rights or entitlement, imposing costs on a Participant or causing a change to the investment policy of the Fund, will only become effective vis-à-vis the concerned Participants after the lapse of one month following the date of the notification thereof. During that month, Participants have the right to redeem their Participations at their respective Net Asset Value without a Redemption Charge being payable to the Fund. If the dates fixed for Redemption in accordance with the Fund Documents are not sufficient to allow Participants to redeem their Participations during said month, the Manager will fix one or more additional dates for Redemption.

20. Administrative organisation and internal control procedures and complaints procedure

- 20.1 The Manager has a description available of both its own and the Fund's administrative organisation and internal control procedures (*beheerste en zorgvuldige bedrijfsvoering*). In this description procedures regarding, amongst other things, the acceptance of Participants and the administration of Participants are incorporated.
- 20.2 The Manager has a set complaints procedure (klachtenprocedure). This complaint procedure is aimed at a speedy and careful handling of complaints.
- 20.3 In case of a complaint about the Fund, the Manager, the Legal Owner or the Administrator such complaint may be filed in writing (or via e-mail) with the Manager at the address as set out in this Offering Memorandum respectively at info@cdfund.com.

21. Conflicting interests

- 21.1 It is conceivable that the Manager or the Administrator, in their business, conduct transactions or enter into agreements with "related parties" as a result of which interests may arise which conflict with those of the Fund. In such a case they will always respect their obligations to the Fund and will seek to resolve such conflicts in a fair way.
- 21.2 Moreover, the Manager, the Legal Owner and the Administrator, provided this is done in accordance with applicable law, may make transactions with the Fund, either for themselves or for any other entity, provided that such transactions are conducted on normal commercial terms negotiated at "arm's length" basis.
- 21.3 Under certain circumstances, the interests of the Administrator, the Depository and/or the Custodian may conflict with those of the Fund. In this case, each of the aforementioned parties will have regard to its obligations to the Fund and will endeavor to ensure that such conflicts are resolved fairly. They will also seek to ensure that all transactions between each of them and the Fund are made on normal commercial terms negotiated at "arm's length" basis.
- 21.4 The Managing Directors and members of the Advisory Board will adhere to the Code of Conduct. Also the directors of the Legal Owner will abide by the Code of Conduct.

22. Dissolution and liquidation of the Fund

- 22.1 Participants can not cause the dissolution or liquidation of the Fund. The Fund is dissolved and liquidated by a resolution to that effect by the Manager. The Manager shall cause a Meeting of Participants to be convened wherein Participants shall be informed on the reasons of the proposed dissolution, the proposed liquidation procedure in respect of the Fund Assets and the allocation of the liquidation proceeds. The (proposed) dissolution of the Fund will be published on the Website.
- 22.2 The Manager shall liquidate the Fund Assets. During the dissolution of the Fund and the liquidation of the Fund Assets, the Fund Documents remain in force.
- 22.3 The Fund's liquidation proceeds must be distributed to the Participants pro rata the number of their Participations. Once so distributed, the Fund is dissolved.

23. Applicable law and competent court

- 23.1 The Fund Documents and the Management and Legal Ownership Agreement shall be governed by the laws of the Netherlands.
- 23.2 The competent court of Amsterdam and its appellate courts shall have exclusive jurisdiction to decide on a dispute arising from the Fund Documents.