

OFFERING SUPPLEMENT

In respect of the permanent offer of Shares in

ABSOLUTE FOREX Fund
a Sub-Fund of
Strategica Funds SICAV p.l.c.

The Strategica Funds SICAV p.l.c. is a collective investment scheme organised as a multi-fund investment company with variable share capital, registered as a limited liability company with variable share capital (SICAV) under the laws of Malta on the 15th November, 2010, and licensed by the Malta Financial Services Authority under the Investment Services Act, 1994 as a Professional Investor Fund in the form of an Umbrella Fund, which may be made available to Qualifying Investors.

This Offering Supplement for the ABSOLUTE FOREX Fund forms part of and should be read in conjunction with the Offering Memorandum of the Strategica Funds SICAV p.l.c. All defined terms used herein and not otherwise defined shall have the same respective meanings as set forth in the Strategica Funds SICAV p.l.c. Offering Memorandum.

The ABSOLUTE FOREX Fund is established as an open-ended fund licensed by the MFSA as a Professional Investor Fund promoted to Qualifying Investors.

The MFSA has made no assessment or value judgment on the soundness of the fund or for the accuracy or completeness of statements made or opinions expressed with regard to it. The authorisation of the ABSOLUTE FOREX FUND is not tantamount to an endorsement of the Fund by the MFSA nor is the MFSA responsible for the contents of this Offering Memorandum.

Date of Offering Supplement – 29th July 2020

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1. Definitions

“Authorised Investor”	means an ‘Qualifying Investor’ as defined in this Offering Supplement who is not a ‘U.S. person’ (as defined in Regulation S under the U.S. Securities Act of 1933, as amended (“the U.S. Securities Act”) nor a ‘specified United States person’ nor a ‘United States owned foreign entity’ in terms of the U.S. Foreign Account Tax Compliance Act (FATCA).
“Company”	means Strategica Funds SICAV p.l.c. registered in Malta as a multi-fund investment company with variable share capital bearing registration number SV 156.
“Fund”	means the ABSOLUTE FOREX Fund, having 1 Accumulator share class denominated in Euro.
“Initial Offer Period”	means a period starting from the Licence Date and ending three calendar months later during which all subscription applications received will be issued at the Initial Offer Price on the Launch Date, subject to the possibility, at the Directors’ absolute discretion, of closing the Initial Offer Period before or extending it further.
“Initial Offer Price”	means one hundred Euro (€100) per share, being the offer price of the Non-Voting Shares during the Initial Offer Period.
“Launch Date”	means the first business day following the expiry of the Initial Offer Period.
“Qualifying Investor”	<p>A “qualifying investor”, is an investor that fulfils the following criteria:</p> <p>(a) invests a minimum of EUR 100,000 or its currency equivalent in the PIF, which investment may not be reduced below this minimum amount at any time by way of a partial redemption;</p> <p>(b) declares in writing to the fund manager and the PIF that he/she is aware of and accepts the risks associated with the proposed investment; and</p> <p>(c) satisfies at least one of the following:</p> <p>(i) is a body corporate which has net assets in excess of</p>

EUR 750,000 or which is part of a group which has net assets in excess of EUR 750,000 or, in each case, the currency equivalent thereof;

(ii) is an unincorporated body of persons or association which has net assets in excess of EUR 750,000 or the currency equivalent thereof;

(iii) is a trust where the net value of the trust's assets is in excess of EUR 750,000 or the currency equivalent thereof;

(iv) is an individual whose net worth or joint net worth with that of the person's spouse, exceeds EUR 750,000 or the currency equivalent thereof; or

(v) is a senior employee or director of a service provider to the PIF.

“Redemption Day”

means the day on which the Non-Voting shares of a Shareholder who has submitted a redemption request shall be redeemed by the Fund in accordance with the most recent NAV per Share of the Fund.

The Redemption Day shall at all times be deemed to be the same Business Day as the Valuation Day, subject to the Directors’ right to defer redemption requests in terms of the Offering Memorandum.

The first Redemption Day following the Launch Date shall be the TBC.

“Subscription Day”

means the day on which the Non-Voting shares may be subscribed in accordance with the most recent NAV per Share of the Fund. The first Subscription Day following the Launch Date shall be the TBC. Subsequently to the first Subscription Day, the Subscription Day shall at all times be deemed to be the same Business Day as the Valuation Day.

By way of exception, on the Launch Date all subscription applications received during the Initial Offer Period will be issued at the Initial Offer Price.

“Subscription Price”

means the price at which the Shares may be subscribed on any Subscription Day.

“Unit”	means any representation of the rights and interests of participants in a collective investment scheme.
“Valuation Day”	means the day on which the Net Asset Value is calculated. The first Valuation Day following the Launch Date shall be the TBC. Subsequently to the first Valuation Day, the Valuation Day shall be monthly, on the last Business Day of each calendar month, subject to the possibility of having an ad hoc Valuation Day on any other day as stipulated by the Board of Directors within the exercise of their discretion.

2. Investment Objective, Strategies and Restrictions

Investment Objective

The Fund's overall investment objective is to maximise absolute returns over the medium to long term (which should be considered as a period of between 3 and 10 years), and to achieve substantial capital appreciation. The Fund will aim to achieve this result by investing primarily in the Foreign Exchange and the Commodities Markets.

Any change(s) to the Investment Objective and/or the Investment Policies and/or Investment Restrictions of the Fund shall be notified to the holders of the Non-Voting Shares in advance of the change(s). The holders of the Non-Voting Shares shall be given a notice period of one (1) month from the date of notification of the intended changes within which to submit their redemption requests. No redemption fees will be applicable in the case of redemptions taking place within the notice period aforementioned. Any change in the investment objectives of the Fund will only become effective after all redemption requests received during such notice period in relation to the change in the investment objectives, have been satisfied. Any change(s) in the Investment Objective and/or Investment Policies may only become effective upon the final approval of the MFSA.

Investment Strategy and Policies

The Fund will seek to attain the investment objectives by investing inter alia in:

- Foreign exchange transactions (using spot, forward contracts including Over the Counter Contracts (OTCs), options, Exchange Traded Funds (ETFs) or future contracts) with specific focus on G7 and Asian currencies;
- Future contracts on the financial and commodities markets, with specific focus on Precious Metals and in particular; Gold, Silver, Platinum and Palladium;
- Fixed income both sovereign and corporate (of any investment grade);
- Money market instruments and cash and cash equivalents;
- Collective Investment Schemes (both UCITS and non-UCITS)

In attaining its objective, the Fund may use exchange traded derivatives or OTCs for both hedging and speculative purposes. When trading using OTCs the Fund will use the prime broker as sole counter party. No derivative contract will involve taking physical delivery of the underlying asset.

The Fund will use leverage to enhance performance as specified under the Leverage section hereunder.

The Fund will not be restricted in the maturity, quality or type of the assets to invest in nor the liabilities which may be assumed, other than as specified in the investment restrictions set out hereunder.

The Fund may invest in units of Collective Investment Schemes that are managed by the Investment Manager (or by an associated or related company). In this respect any applicable subscription and/or redemption charges will be waived accordingly, and the Investment Manager shall ensure that there is no duplication of investment management fee attributable to it across such investments.

The Fund will however not be carrying out any cross-investments in other sub-Funds of the Scheme.

The Investment Manager shall use both Fundamental and Technical analysis when reviewing financial instruments to try and identify overbought or oversold values in various markets and in particular the foreign exchange, commodity and bond markets. This study helps the Investment Manager in identifying opportunities which the Investment Manager considers to be in line with the overall management strategy and risk management parameters of the Fund.

All of the foregoing instruments, assets and contracts listed in this paragraph will be referred to in this Offering Supplement collectively as “Investments”, and individually as an “Investment”. Since particular investment decisions will depend upon opportunities at the time, it is not possible to estimate or predict what portion of the assets of the Absolute Forex Fund will be allocated to any given underlying asset class at any given time and the actual number of underlying investments may vary and may change materially over time as determined by the Investment Manager at its sole discretion.

THERE CAN BE NO ASSURANCE THAT SUCH INVESTMENT POLICIES WILL BE SUCCESSFUL AND THERE ARE ALSO NO ASSURANCES THAT THIS FUND WILL ACHIEVE ITS INVESTMENT OBJECTIVES. THE POLICY EMPLOYED IS SPECULATIVE AND ENTAILS SUBSTANTIAL RISK.

Investment Restrictions

The Fund shall not be subject to any investment restrictions. The investment of any of the assets of the Company is subject to the discretion of the Investment Manager.

The Directors may, at their sole discretion, following the approval of the MFSA, alter the Investment Restrictions set out above provided that any material change thereto shall be notified to the Shareholders of the Fund in advance of that change.

Borrowing and Lending

The Fund does not intend to lend money. The Investment Manager may seek to diversify the fund’s assets by investing in instruments that can provide or receive credit such as Contracts for Difference or SWAPS. The Fund may also use its fixed income portfolio as collateral to obtain increased margins from the Prime Broker.

Leverage

The Fund intends to use a maximum leverage of 400% of the Net Asset Value of the Fund through the use of the instruments mentioned under the section “Investment

Policies". The use of leverage may substantially increase the gains as well as the risk of losses of the Fund. In this regard, investors are guided to read the "Specific Risk Factors" section herein below particularly relating to leverage.

The Fund will not be leveraging on any funds to meet redemption requests.

Safekeeping arrangements

The following applies subject to the Fund's investment policies and restrictions:

- The Investment Manager may, subject to the Fund's Investment Policies and Investment Restrictions, hold cash and assets (including treasury bills, Fiduciary Deposits and Certificates of Deposit) on behalf of the Company (in respect of the Fund) in segregated client accounts held with credit institutions which are authorised and regulated in Malta as part of the Investment Manager's treasury platform.
- The Investment Manager may also hold any financial instrument acquired on behalf of the Fund, including units in collective investment schemes, as nominee on behalf of the Company (in respect of the Fund) subject to the Fund's Investment Policies and Investment Restrictions.

3. General Risk Factors

The value of any investment and income there from (if any) can, from time to time, go down as well as up and investors may not realise the amount of their initial investment. In particular, the deduction of any initial charge applicable to the Fund and the accumulation of any other fees debited to the Fund in terms of this Offering Supplement, may mean that an investor will not get back the subscription amount if the underlying investments to be made by the Fund do not generate the projected yields in terms of net capital gains.

Professional Investor Funds are Non-Retail schemes. Therefore, the protection normally arising as a result of the imposition of the MFSA's investment and borrowing restrictions and other requirements for retail schemes do not apply for this fund.

Investors in PIFs are not protected by any statutory compensation arrangements in the event of the fund's failure.

Investors who are in any doubt about the risks of investing in the Fund should consult their own financial advisor, in order to seek professional advice on the suitability or otherwise of investing in the Fund.

The risks enumerated in this Offering Supplement should not be considered as an exhaustive list of all investment risks connected with, or otherwise inherent in, the Fund. Investors are strongly recommended to either personally, or through their advisors, investigate and analyse the risks arising from the investment activities of the Fund and assess their possible impact and consequences.

In addition, reference is made to the general risk factors listed in the Offering Memorandum relating to the Company.

4. Specific Risk Factors

Foreign Exchange Market Risks

Restrictions imposed on trading limits or restrictions on the amount by which the price of certain Foreign Exchange rates may vary during a given time period, the volume which may be traded, or restrictions or penalties for carrying positions in certain foreign currencies over time may prevent trades from being executed during a given trading period. Such restrictions or limits could prevent the Investment Manager from promptly liquidating unfavourable positions and therefore could subject the Fund to substantial losses.

Accumulator Investor Shares

The class of Fund Shares currently issued by the Company are accumulation shares and no dividends will be paid in respect thereof, or such other class/es of Fund Shares (being accumulation shares) that may be issued by the Company from time to time, and the entire net profits (if any) attributable to such class will be accumulated within the Net Asset Value of, and reflected in the price of, Fund Shares of such class. This means that Fund Investors will not be able to realize any return on their investment before redemption or disposal of such investment.

Securities Risks

The Fund shall invest in equity securities which also involve the following risks associated with securities in general:

- *Market Price Risk*
All securities present a risk of loss of capital.

- *Currency Risk*
Currency fluctuations between the base currency of the Fund and the currency of the underlying Investments of the Fund and currency fluctuations between the base currency of the Fund and the reference currency of the investor concerned may adversely affect the portion of the value of Investments and the income derived therefrom. Fluctuations between the currency of investment and the currency of reference of the investor as well as between the base currency of the Fund and the currency of reference of the investor also give rise to an exchange rate risk i.e. a form of risk that arises from the change in price of one currency against another.

Volatile Markets

Price movements in the markets can be volatile and are influenced by, among other things, national and international political and economic events, changes in exchange and interest rates and Governmental fiscal policies. This could in turn affect the price of the Fund's underlying assets.

Allocation of Assets

Due to the nature of the investments, which are highly dependent on the market characteristics at the time, it will not be possible to estimate what portion of the assets of the Fund will be allocated to any given underlying asset class.

Derivatives

The Fund will investment in readily marketable futures, forwards, commodities, currencies and other derivatives and will involve a degree of leverage. Accordingly, the investments are subject to the general volatility and swings of all the underlying markets and a relatively small price movement may result in substantial and immediate losses in excess of the amount committed in respect of the Fund's positions if money was borrowed to make such investments. The value and volatility of trading in these markets depends in part on general public interest and public opinion concerning economic conditions as well as the liquidity provided by market-makers and specialists.

Price movements of derivatives in which the Fund's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations.

Futures

A futures contract provides an investor the opportunity to contract to buy or sell an asset or security at a specified price and settlement date in the future. To buy or sell a futures contract is a commitment to buy or sell the underlying asset or security at the specified price and settlement date. Investing in futures contracts carries high exposure to risk.

Futures contracts are highly leveraged instruments and the low margin deposits normally required in futures transactions allow for an extremely high degree of leverage in comparison with investments in other assets. Because of the leverage associated with trading futures, a relatively small movement in the market price of traded instruments may result in a disproportionately large profit or loss and may result in a loss of all of the assets of the Fund.

Options

By writing an option an investor enters into a legal obligation to buy or sell the underlying asset if the option is exercised. By purchasing an option the Fund acquires the right, but not the obligation to buy or sell an underlying asset. The risks involved in writing options are therefore considerably greater than buying options. When buying an option the maximum loss is limited to the premium plus transaction charges, when writing an option the loss is unlimited unless the option is covered by the underlying securities. The Fund may from time to time write uncovered options.

Leveraging through the use of derivatives

The Fund may be leveraged through the use of derivative instruments in accordance with the Investment Restrictions indicated above. The prices of derivative instruments are highly volatile and their price movements are influenced by, among other things by interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options.

Investment Vehicles and Funds

The Fund may invest in other investment companies and funds which are not quoted on any recognized securities markets or traded over-the-counter. In those cases the net asset value per share of the investment company or fund calculated by their administrator is used by the Administrator of the Fund for the purpose of calculating the Net Asset Value per Share. If the information received by the Administrator is erroneous in any way it could have a significant impact on the Net Asset Value per Share calculation of the Fund. Under certain circumstances the Fund may be subject to the actions of other investors in these investment companies and funds in which it is invested, for instance a significant redemption of shares could cause liquidation of assets. Also the Fund is subject to the actions of the service providers to those investment companies and funds.

Insolvency

Default or insolvency of a broker may result in positions being liquidated or closed out.

Inflation/Deflation Risk

Inflation is the risk that a Fund's assets or income from a Fund's investments may be worth less in the future as inflation decreases the value of money. As inflation increases, the real value of a Fund's portfolio could decline. Deflation risk is the risk that prices throughout the economy may decline over time. Deflation may have an adverse effect on the creditworthiness of issuers and may make issuer default more likely, which may result in a decline in the value of a Fund's portfolio.

Sector Risks

Investments in the commodities sector are associated with considerable risks in view of the fact that the commodities industry can be significantly affected by monetary and political developments, including currency devaluations or revaluations, central bank movements, economic and social conditions within countries, trade imbalances and trade and currency restrictions between countries. As a result the price of securities in the commodities industry can be subject to substantial fluctuations over short periods of time.

Counterparty Risk

If a counterparty to any trade undertaken by the fund in any financial instrument whether listed or over the counter defaults or becomes insolvent, the Fund's assets may be at risk.

Service Providers' Limitation of Liability and Indemnity

Investors' attention is brought to the fact that there may be cases where the Scheme provides for an indemnity or the limitation of liability of the Fund's Service which could therefore increase the liability on the part of the Scheme thus potentially affecting the value of the Fund.

Conflict of Interest

The Investment Manager may act as Investment Manager to other clients or funds and may give advice or take action with respect to them which may be the same or different from the advice given or action taken with respect to the Fund and the Fund's investments. Similarly the members of the Board of Directors may be appointed as Directors of other similar SICAVs.

The Investment Manager shall ensure the fair allocation of investment opportunities between the Fund and their other clients. However, the Investment Manager shall not be obligated to present to the Fund any particular investment opportunity, even if such opportunity is of a character, which, if presented to the Fund, could be taken by the Fund, and the the Investment Manager shall have the right to take for its own account, or recommend to others, any particular investment opportunity.

The Fund understands that material, non-public information regarding an issuer may come into the possession of the Investment Manager and that the Investment Manager shall not disclose such information to the Fund or make use of such information in effecting transactions on behalf of the Fund. In the event that a conflict of interest does arise between any of the Funds service providers and the Fund, the Directors shall ensure that it is resolved fairly.

Changes in investment policies

There can be no assurance that the Fund's Investment Objectives will be attained. The Investment Manager intends to implement the policies described above and will generally follow these policies for as long as they are in accordance with the Fund's objectives. However, the Board of Directors, acting upon the advice of the Investment Manager, reserves the right to modify the Fund's investment approaches or to formulate new approaches to carry out the objectives of the Fund, subject to the Board of Directors obtaining the MFSA's prior approval and informing all investors and providing them with the opportunity to redeem prior to any changes in the investment policy of the Fund.

Illiquidity Risk

In the event the Fund is subject to a temporary suspension of the net asset value calculation, the Fund may be unable to redeem its underlying investments when it would otherwise be advantageous to do so. The lack of liquidity resulting from a suspension of the calculation of the net asset value could require the suspension of acceptance of subscriptions and redemptions of shares. Investors should recognise that they will be subject to an above-average liquidity risk.

Furthermore, the Fund has been established as an open-ended Fund. However the Board of Directors, upon the advice of the Investment Manager, with the prior approval of the MFSA, shall retain the right to convert it into a closed-ended Fund. Investors should be aware that in the event of such a conversion, the Fund will be subject to a higher level of illiquidity risk and the redemption rights described in this Offering Supplement shall no longer apply.

Restrictions on Redemptions

Authorised Investors can dispose of units in the Fund (“Units”) only by means of redemption on the Redemption Day and in accordance with the Redemption procedures as set out in this Offering Supplement.

Authorised Investors should also be aware of the possibility that the Fund may not be in a position to meet all redemption requests at all times, for instance, the processing of redemption requests may be postponed in exceptional circumstances, including where a lack of liquidity may result in difficulties in determining the net asset value of the Units and requires a suspension of issues and redemptions. The suspension of redemption constitutes a liquidity restriction.

The Redemption Price of the Units may be affected by the fluctuations in value of the net asset value of the Fund from the time a redemption request is submitted in accordance with this Offering Supplement until the date the redemption price is determined.

Redemption at the Fund’s level may necessitate liquidation of investments. As the Fund’s investments may not be liquid, substantial losses may occur due to such liquidations which might otherwise not have been incurred. Since there is no assurance that the Fund will be able to liquidate the portfolio securities attributable to the Investor’s Units without losses, an Investor may incur a loss upon redemption.

Effects of redemptions

Large redemptions of shares within a limited period of time could require the Fund to liquidate positions more rapidly than would otherwise be desirable, adversely affecting the value of both the shares being redeemed and the outstanding shares. In addition, regardless of the period of time over which redemptions occur, the resulting reduction in the Fund’s net asset value could make it more difficult to generate profits or recover losses.

Effect of Performance Fees

The Investment Manager will receive a Performance Fee from the assets of the Fund based on a percentage of profits. Performance fees may create an incentive for the Investment Manager to make investments that are riskier or more speculative than would be the case in the absence of such incentive compensation arrangements.

Whilst being subject to the High Watermark, the amount of Performance Fees payable to the Investment Manager is not subject to any cap or maximum amount, and the higher the profits of the Fund, the higher will the Performance Fee be. Furthermore,

the said Performance Fee is payable on both realised and unrealised profits and accordingly a Performance Fee may be paid on unrealised profits which subsequently may not be realised. The said Performance Fee is subject to the High Watermark, but once a Performance Fee becomes crystallised and paid in respect of any payment period, it shall not be refundable and the Investment Manager shall have no obligation to restore to the Fund or Fund Shares any Performance Fee previously earned and paid, notwithstanding a loss in a subsequent period.

For the purposes of the calculation of the said Performance Fee due to the Investment Manager in respect of this Fund, the Company does not operate an equalisation account or any other method to ensure the equal treatment of Investors entering or exiting the Fund at different moments in time. This may lead prospective and current Fund Investors subscribing for Fund Shares or redeeming their Fund Shares to indirectly underpay or overpay an under-performance accrual or an over-performance accrual as the case may be.

Service Providers Limitation of Liability and Indemnity

Investors' attention is brought to the fact that there may be cases where the Scheme provides for an indemnity or the limitation of liability of the Fund's Service which could therefore increase the liability on the part of the Scheme thus potentially affecting the value of the Fund.

Valuation of the Fund's Investments

Valuation determinations will be made in good faith on the basis of the fair value as per the applicable International Financial Reporting Standards (IFRS) in line with proper accounting policies, however, the valuation of the Fund's investments may involve uncertainties and judgmental determinations, and if such valuations should prove to be incorrect, the Net Asset Value per Share could be adversely affected. Furthermore, the timing of the pricing or valuation of the Fund's underlying investments may not coincide with the Fund's Valuation Day and thus the Fund may at times rely on historic figures in order to determine its Net Asset Value.

To the extent that the value assigned by the Fund to any such investment differs from the actual value, the Net Asset Value per Share may be understated or overstated, as the case may be.

In light of the foregoing, there is a risk that an Investor who redeems all or part of its Shares while the Fund holds such investments will be paid an amount less than it would otherwise be paid if the actual value of such investments is higher than the value designated by the Fund.

Similarly, there is a risk that such Investor might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the Fund. In addition, there is risk that an investment in the Fund by a new Investor (or an additional investment by an existing Investor) could dilute the value of such investments for the other Investors if the designated value of such investments is higher than the value designated by the Fund. Furthermore, there is risk that a new Investor (or an existing

Investor that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the Fund.

No mitigating factors shall be employed in this respect.

None of the Directors, the Fund, the Investment Manager, or the Administrator shall have any liability in the event that any price or valuation, used in good faith in connection with the above procedures, proves to be an incorrect or an inaccurate estimate or determination of the price or value of any part of the assets of the Fund.

5. BUYING and SELLING

Further to the Section relating to Buying and Selling in the Company's General Offering Memorandum, the following will apply with respect of the ABSOLUTE FOREX Fund.

The Fund has in place a Suspension Period, during which no subscriptions received shall be processed. The following shall apply subsequent to the expiration of the Suspension Period.

1. No US offer

The Fund's units have not been registered under the United States Securities Act of 1933, as amended (the "1933 Act") nor under the Investment Company Act of 1940, as amended (the "1940 Act") and are therefore not publicly offered in the United States and may not be offered to or subscribed by a 'U.S. person' as defined in Regulation S under the U.S. Securities Act of 1933, as amended ("the U.S. Securities Act"). Moreover the Fund's units shall not be publicly offered in the United States and may not be offered to or subscribed by a 'United States person' or 'United States owned foreign entity' in terms of the U.S. Foreign Account Tax Compliance Act (FATCA).

By subscribing to the Fund's units via APPENDIX II – Subscription Form, the investor covenants as set forth therein to co-operate fully and to provide all the necessary information and documentation requested in order that the Fund may comply with the applicable rules and obligations stemming from the U.S. Foreign Account Tax Compliance Act (FATCA) and/or the applicable Intergovernmental Agreement (IGA) in connection thereto.

Prospective subscribers should seek appropriate professional advice with respect to the potential application of the Foreign Account Taxation Compliance Act ("FATCA").

2. Dealing Prices

During the Initial Offer Period

During the Initial Offer Period, Shares in the Fund will be issued at a fixed price of one hundred Euro (€100) per Share ("Initial Offer Price").

Following the Initial Offer Period

Following the close of the Initial Offer Period, the Administrator shall calculate on the Valuation Day the Net Asset Value per Share for Shares in the Fund. The Net Asset Value per Share in the Fund will be determined in accordance with the rules laid down in this Offering Supplement and in the section "Determination of Net Asset Value" of the Offering Memorandum of Strategica Funds SICAV p.l.c.

3. Minimum Investment

The Fund is subject to the Minimum Investment of €100,000. The Minimum Investment can be increased by the Company, and any increase of the Minimum Investment shall be applicable only to new subscriptions. The Company shall not process new applications for less than the Minimum Investment nor shall the Company accept an application to register any transfer unless the transferee is or can be accepted as an Authorised Investor and has applied to register such number of Investor Shares as is equal to or more than the Minimum Investment and the transferor, if he remains holding any Investor Shares, retains at least such number of Investor Shares as is equal or more than the Minimum Investment. Subsequent subscriptions shall be of a minimum of €10,000 provided that the total amount invested by the Authorised Investor must not at any time be less than €100,000 unless this is the result of a fall in the net asset value.

When payment is received in a currency other than the base currency of the Fund, the Company will make the necessary arrangements to convert the investment monies in the base currency of the Fund at the prevailing rate(s) of exchange. Any applicable bank charges shall be borne by the applicant.

Acquisition of Shares in a Fund can take place as a lump sum investment, accompanied by payment as set out in the Subscription Form and in accordance with this Offering Supplement.

4. Subscription of Shares

Valid subscription instructions together with the respective Cleared Funds for subscription received by the relevant Administrator, using the Subscription Form set out in Appendix II of this Offering Supplement must, in the case of the Initial Offer Period, be received by the Administrator no later than the final day of the Initial Offer Period. Thereafter, subscription instructions must be received by the Administrator together with the respective Cleared Funds for subscription no later than the relevant Subscription Day. If an application to subscribe and/or the respective Cleared Funds is/are received later than the cut-off time mentioned above, the subscription will be made on the subsequent Subscription Day, subject to the right of the Fund at its sole discretion, to accept to process a subscription received later than the cut-off time hereinabove mentioned.

Contract notes will be issued by the Administrator within seven (7) Business Days from the Subscription Day and will be dispatched within one (1) Business Day of issue.

5. Subscriptions in Specie

Apart from receiving cash as payment for subscriptions, the Fund may opt, at the discretion of its Directors, to accept subscriptions other than cash if the nature of the assets and the type of the assets to be transferred by an Authorised Investor is deemed to be equitable and not prejudicial to the interests of the incoming and the current Investors in the Fund.

In such circumstances, the Authorised Investor shall transfer to the Company, with respect to the Fund, such portion of assets that is then equivalent to the subscription amount in respect of which valid subscription instructions have been received; the Authorised Investor's subscription instructions shall be satisfied by the transfer of assets by the Authorised Investor to the Fund 'in specie'.

The Fund may also accept subscriptions which are partly in specie and partly in cash.

The valuation of such assets takes place on the Valuation Day of the Fund and shall be based on the same criteria used for the regular valuation of the Fund's assets as outlined in the General Offering Memorandum and this Offering Supplement.

In case of subscriptions *in specie*, an independent valuer appointed and approved by the Board of Directors of the Company shall draw up a valuer's report. Such report shall include:

- a. a description of each of the assets comprising the consideration;
- b. the value of each asset and a description of the method of valuation used;
- c. a confirmation that the value of the consideration is at least equal to the net asset value of the shares to be issued in return for such consideration.

The valuation report must be held in Malta at the registered office of the Company and must be available to the MFSA for inspection during compliance visits.

Shares in the Company should only be issued in favour of the Authorised Investor once the assets referred to in the report have been transferred in favour of the Company to the satisfaction of the Administrator.

In those circumstances when the Company agrees to subscribe shares *in specie* the costs of completing such transactions shall be borne entirely by the Authorised Investor.

6. Redemption of Shares

Requests for redemption of non-voting shares must be received by the Administrator using the Redemption Notice set out in Appendix III of this Offering Supplement no later than 12:00 noon CET (5) Business Days immediately preceding a Redemption Day and shall, if accepted by the Company, be dealt on that Redemption Day.

If a redemption request is received less than five (5) Business Days prior to a possible Redemption Day, unless determined otherwise by the Board of Directors, the non-voting shares will be redeemed on the Redemption Day subsequent to the relevant Redemption Day subject to the overall right of the Fund to defer all or part of the redemptions to any subsequent Redemption Day, without notice.

Redemption instructions, if accepted by the Company in terms of the above, will be effected at the NAV per Share in the Fund on the Redemption Day on which the transaction is executed. Payment of the redemption proceeds will be made in Euro and may take place within a maximum of up to ninety (90) Business Days following the relevant Redemption Day (or, if applicable, the date of receipt of the duly renounced Share certificates).

Payment will be made in a form acceptable to the Company in the name of the registered holder or, in the case of joint holders, in the name of the first named holder.

Contract notes will be issued by the Administrator within seven (7) Business Days from the Redemption Day on which the order is effected and will be dispatched within one (1) Business Day of issue.

Partial sales of Shareholdings are acceptable provided the resultant value of the Shareholding remains in excess of the Minimum Holding for the Fund. If as a result of the Company's compliance with any such request the value of the remaining Shares would fall below the Minimum Holding, the Company shall only comply with such request in part so that the value of the remaining Shares will not fall below the Minimum Holding for the Fund.

7. Redemption in Specie

A redeeming Authorised Investor may, at the discretion of the Directors, receive assets owned by the Fund *in lieu* of, or in combination with, cash. The valuation of such assets takes place on the Valuation Day of the Fund and shall be based on the same criteria used for the regular valuation of the Fund's assets in accordance with the General Offering Memorandum and this Offering Supplement.

The Board of Directors will, at their discretion, determine the portion of the assets to be paid in specie vis-à-vis the portion of the assets to be paid in cash to a particular Authorised Investor upon the processing of a redemption request, however the Directors shall take into account the apportionment of the assets at the time of Subscription by the respective investor.

In case of redemptions in specie, an independent valuer appointed and approved by the Board of Directors of the Company shall draw up a valuer's report. Such report shall include:

- a. a description of each of the assets comprising the consideration;
- b. the value of each asset and a description of the method of valuation used;

- c. a confirmation that the value of the consideration is at least equal to the net asset value of the shares to be issued in return for such consideration.

The valuation report must be held in Malta at the registered office of the Company and must be available to the MFSA for inspection during compliance visits.

Shares in the Scheme should only be redeemed in favour of the Authorised Investor once the assets referred to in the report have been transferred in favour of the Authorised Investor to the satisfaction of the Administrator.

In those circumstances when the Company agrees to redeem shares in Specie the costs of completing such transactions shall be borne entirely by the Authorised Investor.

8. Deferral of Redemption of Shares

In accordance with the Company's Articles of Association, the Company may at any time, but shall not be obliged to, temporarily suspend the sale and repurchase (as the case may be) of such Investor Shares or the repurchase of only part of the Investor Shares for which repurchase requests have been received, in any of the following instances: -

- (i) during any period (other than holiday or customary weekend closings) when any market is closed being the main market for a significant part of the Investments comprised in the Fund, or in which market trading thereon is restricted or suspended; or
- (ii) during any period when an emergency exists as a result of which disposal by the Company of Investments which constitute a substantial portion of the assets of the Fund is not practically feasible; or
- (iii) during any period when for any reason the market value of Investments of the Fund cannot be reasonably, promptly or accurately ascertained by the Company; or
- (iv) during any period when remittance of monies which will, or may, be involved in the realisation of, or in the payment for, Investments comprised in the Fund cannot in the opinion of the Directors be carried out for any reason whatsoever; or
- (v) during any period when the proceeds of sale or repurchase of such shares in the Company cannot be transmitted to or from the Company's account; or
- (vi) during any period when in the opinion and sole discretion of the Directors, redemption is not in the overall interests of the Fund as the realisation of assets of the Fund could, if realised at that particular moment in time, adversely affect and/or prejudice the Authorised Investors' interest in the Fund.

The Fund reserves the right to defer all or part of the redemptions to the next Redemption Day or to any subsequent Redemption Day as maybe determined by the Directors in the event that the Fund is not in a position to meet any of the redemption requests received due to a suspension of the redemption of shares in accordance with this Offering Supplement and the Company's Articles of Association.

The Fund reserves the right to compulsorily redeem all Units in the instances described in the Offering Memorandum of the Scheme.

6. Valuation of Assets

1. Valuation of the Fund's Assets

The Fund's assets shall be valued in such manner and at such time or times as determined and approved by the Directors in accordance with the Offering Memorandum and any applicable International Financial Reporting Standards (IFRS).

Specific Reference should be made to the section 'Determination of Net Asset Value' of the Offering Memorandum which lays down the criteria to be followed.

7. FUNCTIONARIES

1. The Investment Manager

Name	Integra Private Wealth Ltd.
Address	228, Tower Road, Sliema SLM 1601, Malta
Principal Business Activity	Provision of Wealth Management Services including Asset Management to Private Clients and Collective Investment Schemes.
Other Information	<p>Integra Private Wealth, a limited liability company registered under the laws of Malta, bearing Company Registration number C-46966 is an International Private Wealth and Asset Management firm servicing institutional and high net worth individuals. Integra Private Wealth provides financial advisory services on asset allocation and underlying asset placement as well as discretionary portfolio management and asset management to Collective Investment Schemes. Integra Private Wealth focuses on a select group of clients, offering an unparalleled service in terms of client focus, personal attention, and on-going portfolio advisory support. Integra Private Wealth is based in Malta and is licensed and regulated by the Malta Financial Services Authority to provide investment advice and asset management services. With a client base spread across Europe the company has provided cross border notification to all EU states in line with Markets in Financial Instruments Directive 2004.</p>
Role of the Investment Manager	<p>The Investment Manager has been appointed to be the discretionary Investment Manager of the Fund by means of an agreement between the Company and the Investment Manager (the "Management Agreement").</p> <p>The Investment Manager will be responsible, for the overall asset management strategies to be implemented, the risk management and management of the overall liquidity and cash flow requirements of the Fund.</p> <p>The Investment Manager may hold cash and assets as nominee on behalf of the Company (in respect of the Fund) in segregated client accounts held with credit institutions which are authorised and regulated in Malta, in accordance with the Fund's Investment Policies.</p> <p>The Investment Manager will be entitled to receive a fee from</p>

the Fund for its investment management services details of which are given in the section under the heading "Fees, Charges and Expenses" and to receive reimbursement from the Fund of all its operating expenses as more fully described in the Management Agreement.

The Investment Manager may, subject to the written approval of the Fund, sub-contract parts of its mandate to third parties, subject to the Investment Manager retaining full discretionary management powers.

The Management Agreement contains provisions whereby the Fund agrees to indemnify the Investment Manager against actions and claims not arising from fraud, wilful default or negligence, including failure to perform in whole or in part of its obligations. In the absence of the foregoing, the Investment Manager will not be liable to the Fund or any investor therein.

2. Administrator and Registrar

Name	Alter Domus Fund Services (Malta) Limited
Address	Vision Exchange Building, Territorials Street Mriehel BKR 3000, Malta
Principal Business Activity	Fund Administration Services. The Administrator is recognised by the MFSA pursuant to Section 9A of the Investment Services Act, 1994 to provide fund administration services.
Other Information	Alter Domus Fund Services (Malta) Limited is a limited liability company registered under the laws of Malta, with registration number C52740 and forms part of the Alter Domus Group.
Role of Administrator	By an agreement between the Fund and the Administrator (the "Administration Agreement"), the Administrator was appointed to act as administrator of the Fund and as the NAV Calculator in respect of the Fund. The Administrator will perform certain administrative functions and services in relation to the Fund, including 'inter alia': calculation of the NAV; transfer agency services; accounting and reporting services; keeping of the Register; co-ordination of payments (including

payments from or to Investors and payments of commissions, fees or retainers due to authorised agents or intermediaries or referees and of remuneration and fees due to Service Providers of the Fund).

The Administrator is not responsible for any trading or investment decisions of or with respect to the Fund or for the effect of such trading decisions on the performance of the Fund.

The Administrator is entitled to receive a fee from the assets of the Fund for its administrative services, details of which are given under the heading “Fees, Charges and Expenses” and to receive reimbursement from the assets of the Fund of all its out-of-pocket expenses, incurred in connection with the Fund, as more fully described in the Administration Agreement.

The Administrator may, subject to the written approval of the Board of Directors of the Company, sub-contract parts of its services to third parties. The Administration Agreement contains provisions whereby the Fund agrees to indemnify (out of the assets of the Fund) the Administrator against actions and claims not resulting from its fraud, wilful default or negligence including failure to perform in whole or in part its obligations.

3. Banker

Name Bank of Valletta p.l.c.

Address 58, Zachary Street,
Valletta VLT 1130
Malta

Principal Business Activity Bank of Valletta plc was incorporated in Malta as a limited liability company in 1974. It is licensed to carry in the business of banking as a credit institution in terms of the Banking Act 1994 and is a licensed custodian under the Act.

It is the parent company of the Bank of Valletta Group, which is actively involved in the provision of a comprehensive range of financial services in Malta.

Role as Banker Bank of Valletta p.l.c. will act as Banker to the Fund.

4. Prime Broker and Safekeeper

Name	Cornèr Bank SA
Registered Address	Via Canova 16, 6900 Lugano Switzerland www.cornerbanca.com
Principal Business Activity	General banking services including brokerage and custody.
Role of the Prime Broker and Safekeeper	The Company has appointed Cornèr Bank SA (“Cornèr Bank”) to act as a broker, safekeeper and banker of the Fund, subject to what is provided hereunder. Cornèr Bank is licenced to provide safe-keeping and banking services by FINMA.

Cornèr Banca SA is an independent Swiss private bank group founded in Lugano in 1952. Combining financial strength with a well-earned reputation for attentive service, they are driven equally by their deeply held values and their business goals. A full-service bank, Cornèr Banca SA is active across the whole range of traditional banking services. They have a particular speciality in the private banking sector, as well as in the areas of lending and Visa and MasterCard prepaid and credit cards.

Cornèr Banca SA shall act as safekeeper to all assets traded through or deposited with it and will also provide trade execution and other brokerage services.

In terms of the Safekeeping Agreement, Cornèr Banca SA is permitted to delegate the whole or any part of its functions to sub-safekeepers or other third parties; provided that the liability of Cornèr Banca SA as a result of the delegation shall be limited to its due care in the selection and instructions given to such sub-safekeepers or other third parties.

The Safekeeping Agreement contains provisions whereby Cornèr Banca SA shall be liable to the Company for losses arising from fraud, wilful default or gross negligence by Cornèr Banca SA. In the absence of the above circumstances, Cornèr Banca SA will not be liable

to the Company. The Company has agreed to hold harmless and indemnify Cornèr Banca SA, against all actions, proceedings, claims, loss or damages, costs, demands and expenses (including legal and professional expenses) which may be brought against, suffered or incurred by Cornèr Banca SA by reason of the performance of its obligations or functions under the terms of the Safekeeping Agreement, save where these arise from fraud, wilful misconduct, negligence on the part of Cornèr Banca SA.

The Safekeeping Agreement may be terminated by either party, by giving the other party not less than ninety (90) days' prior written notice, and on certain other grounds stated in the Safekeeping Agreement.

Cornèr Bank is entitled to receive a fee out of the assets of the Fund for its services, details of which are given under the section 'Fees, Charges and Expenses' below in this Offering Supplement and to receive reimbursement from the assets of the Fund of all its out-of-pocket expenses.

Corner Bank does not provide any services to the Fund other than those described above. In particular, it is not responsible for (i) the valuation of the investments of the Fund, (ii) the calculation of the Net Asset Value of the Fund and of the Fund Shares, (iii) the marketing and distribution of the Fund Shares, (iv) the monitoring, oversight and administration of the activities of the Investment Management and management activities in respect of the Fund and (v) [[cash, securities, investments or other property of the Fund deposited with the Custodian pursuant to the Custody Agreement].

Cornèr Bank is not responsible for the contents of this Offering Memorandum or the approval thereof.

The Safekeeping Agreement is governed by Swiss law and the courts of Lugano, Switzerland have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Safekeeping Agreement.

8. Fees Charges and Expenses

1. Remuneration of Directors

The Directors of the Company shall receive for their services an annual fee of up to €15,000 collectively, payable in four equal payments on a quarterly basis. In addition, the Directors may be paid reasonable travelling, hotel and other incidental expenses incurred in attending meetings of the Directors and general meetings of the Company of up to a maximum total of €10,000 per year. Such expenses shall be charged at cost and shall only be refunded against receipts.

2. Investment Management Fees

The annual Management Fee shall be 1.5% based on the net asset value of the Fund (subject to a minimum of €25,000 per annum).

The Management fee shall be calculated and accrued monthly and shall be paid on a monthly basis in arrears.

No withholding tax or similar imposition is currently payable on such fees. However, if such a tax or other imposition having a similar effect does become payable, it shall be at the charge of the Fund.

In addition the Investment Management Fee, the Investment Manager will be entitled to receive, a performance fee (the "Performance Fee") based on the net new positive performance (if any) of each Fund Share as provided hereunder. The Performance Fee shall be 15% of the Net Capital Appreciation (as defined hereunder) in each Fund Share, both realised and unrealised (exclusive of VAT, if any) and will be subtracted from the Net Asset Value of, and paid to the Investment Manager out of the Fund assets attributable to, each such Fund Share.

For the purposes hereof, "Net Capital Appreciation" of a Fund Share of any class as of any Valuation Day means the amount (if any) by which the Net Asset Value of such Fund Share exceeds the then applicable High Water Mark (as defined below). The increase in the NAV per Fund Share during the relevant Performance Fee calculation period (upon which the calculation of performance of such Fund Share and of any Performance Fee is based) represents the net realised and unrealised investment gains net of all fees and charges to which a Fund Share (of whatever class) is subject (including Investment Management Fees calculated and accrued for on the relevant day of calculation of the Performance Fee (Valuation Day), but before calculation of the Performance Fee to be calculated and accrued for on such relevant calculation day).

The Performance Fee will be based on a High Water Mark, which means that should the net performance of any Fund Share in respect of any period of calculation of the Performance Fee be negative, then this net loss will be carried forward and deducted from any positive performance in successive calculation periods before calculation and/or payment of the Performance Fee and a Performance Fee will only become due at the end of a Performance Fee Payment Period (as defined below) if the net

performance of the relevant Fund Share of any class exceeds the then applicable High Water Mark. For the purposes of calculating the Performance Fee of a Fund Share of any class, the applicable High Water Mark as of any Valuation Day means the Net Asset Value per Fund Share of any such class in effect immediately after the end of the last Payment Period in respect of which a Performance Fee was paid, provided that for the purposes of calculating the Performance Fee which may become due for the first time after the Launch Date of the relevant class of Fund Shares, the applicable Initial Offer Price per Fund Share (of the relevant class) will be used as a High Water Mark.

Such Performance Fee shall be calculated and accrued for as at each Valuation Day but shall be crystallised and payable to the Investment Manager quarterly in arrears, as of the last Valuation Day included in each calendar quarter, if a Performance Fee results to be due on such last Valuation Day (each such quarterly period herein referred to as a "Payment Period"): it being provided, for the avoidance of doubt, that where the performance (Net Capital Appreciation) of a Fund Share is positive as of any Valuation Day included in the relevant Payment Period and such positive performance results in a Performance Fee accrual as of such Valuation Day, but the performance (Net Capital Appreciation) of such Fund Share is negative as of a subsequent Valuation Day included in the same Payment Period, the Performance Fee accrual provisions made on the earlier Valuation Day shall be reversed as necessary to reflect such negative performance as of the subsequent Valuation Day, and for the purposes of calculating whether a Performance Fee is due in respect of the relevant Payment Period reference shall be made to the performance of the Fund Share over the whole Payment Period as reflected in the calculation made as of the last Valuation Day included in such Payment Period (after accruals and reversals of accrual provisions as aforesaid). Any Performance Fee becoming crystallised and payable as of such last Valuation Day in the relevant Payment Period shall be paid to the Investment Manager within fifteen (15) days following the end of the relevant Payment Period. Such Performance Fee will also be crystallised and paid at the time of the redemption of any Fund Shares (in respect of and out of the Fund Shares being redeemed). A Performance Fee, once crystallised and paid in respect of any Payment Period, shall not be refundable and the Investment Manager shall have no obligation to restore to the Fund or Fund Shares any Performance Fee previously earned and paid, notwithstanding a loss in a subsequent period.

3. Transactional and other Fees payable to the Investment Manager

The Investment Manager may have to make use of specific IT systems to manage and control risk as well as improve reporting. If such systems are used the manager will be entitled to charge the Fund a fee of up to 0.03% of the Net Asset Value of the Fund calculated and paid monthly subject to a minimum fee of €2,500.

The Investment Manager shall also conduct relevant regulatory reporting for the Fund, under the Alternative Investment Fund Manager Directive. The Investment Manager shall be entitled to receive a one-off set up fee of €300 and annual fee of €1,500 thereafter for the performance of such reporting.

4. Administrator's Fee

The Administrator shall receive a fixed fee of €15,000 per annum. The Administrator shall also receive a fixed fee of €1,750 for the preparation of annual financial statements.

The Administrator shall also conduct relevant reporting under the Common Reporting Standards, the reporting as required by the Central Bank of Malta and any other regulatory reporting that may arise. The Administrator shall be entitled to levy a fee in this respect which shall vary based on the NAV of the Fund as well as the number of Investors.

5. Company Secretary and Registered Office Fees

Annual Secretarial and Registered Office fees shall be €800 per annum.

6. Legal Fees

The Company's Legal Advisors as set out in the Offering Memorandum may receive legal fees of up to €5,000 per annum for legal services provided to the Fund.

7. Auditor's Fee

The Auditor's Fee shall be €2,500 plus VAT when applicable

8. Subscription Fee

The Fund may charge a Subscription Fee of up to 2% on the value of Investor Shares being subscribed.

9. Redemption Fee

The Fund may charge a Redemption Fee of up to 1% on the value of Investor Shares being redeemed.

10. Operating Expenses

In addition to the fees and expenses referred to above, the Fund will be liable to pay operating expenses incurred by the Fund, including on a non-exhaustive basis legal, accounting, auditing, banking and paying agency fees, registration, licensing, governmental filing fees, printing and marketing costs.

11. Other Expenses

The Company shall also bear *inter alia* the following expenses save to the extent that such expenses may be waived or otherwise discharged by any other person and not recovered from the Company:

- (i) All taxes, duties, charges and expenses which may be incurred in connection with the acquisition and disposal of the assets of the Company (except in cases of Redemption in Specie as referred to in the section entitled "Buying and Selling" in the General Offering Memorandum);
- (ii) All taxes, duties and charges which may be payable on the assets, income and expenses chargeable to the Company;
- (iii) All brokerage, bank and other charges incurred by the Company in relation to its business transactions;
- (iv) All fees and expenses due to any valuer, dealer, distributor or other supplier of services to the Company;
- (v) All expenses incurred in connection with the publication and circulation of notices and information to the Shareholders and, in particular, without prejudice to the generality of the foregoing, the cost of printing and distributing the annual report, the interim reports, any report to the MFSA or any other regulatory authority, any other reports, any Offering Memorandum, marketing or promotional material, the costs of publishing quotations of prices and notices in the financial press and the costs of obtaining a rating for the Shares of the Company by a rating agency and all stationery, printing and postage costs in connection with the preparation and distribution of cheques, warrants, tax certificates and statements;
- (vi) All expenses arising in respect of legal, judicial or administrative proceedings;
- (vii) All expenses incurred in connection with the operation and administration of the Company, including, without limitation all costs incurred in organising Shareholders' meetings and in issuing and obtaining proxies in relation to such meetings, costs of any translations, all insurance premiums on policies which the Directors are obliged to take out in accordance with the Act or are entitled to take out under the Act as the Directors of the Company, including professional indemnity cover, and any non-recurring and extraordinary items of expenditure and other similar costs

These costs and expenses will be charged to the Fund in accordance with the rules laid down in the Companies Act, 1995.

APPENDIX I – Qualifying Investor Declaration Form

Scheme: Strategica Funds SICAV plc – ABSOLUTE FOREX Fund

Section I: This section should be completed by the Qualifying Investor or his/ her duly authorised agent

[tick as appropriate]

Name of Investor/ duly authorised agent: *[insert name of the Scheme Investor/ duly authorised agent]* _____

The investment is being made directly by the investor (not through a duly authorised agent)

I hereby confirm that I am eligible to be treated as a “Qualifying Investor”, since I satisfy the definition thereof in light of the positive response(s) that I have given to the question(s) below. I certify that I have read and understood the general Offering Memorandum and the Fund-specific Offering Supplement issued by the Company (together the “Offering Document”) including the mandatory risk warnings.

The investment is not being made directly by the investor but through a duly authorised agent

I hereby confirm that I have been properly appointed as a duly authorised agent of a prospective investor in the Fund described above. I certify that my principal is eligible to be treated as a “Qualifying Investor” since my principal satisfies the definition thereof in light of the positive response(s) that I have given to the question(s) below in respect of my principal. I certify that my principal has read and understood the Offering Document including the mandatory risk warnings.

I qualify / My Principal qualifies *[delete as applicable]* as an “Qualifying Investor”, as I/ he/ she possess(es) the necessary expertise, experience and knowledge to be in a position to make my/ his/ her own investment decisions and understand the risks involved as I am/ he/ she/ it is:

	<u>Yes</u>	<u>No</u>
i. a body corporate which has net assets in excess of EUR 750,000 or which is part of a group which has net assets in excess of EUR 750,000;	<input type="checkbox"/>	<input type="checkbox"/>
ii. an unincorporated body of persons or association which has net assets in excess of EUR 750,000;	<input type="checkbox"/>	<input type="checkbox"/>

iii. a trust where the net value of the trust's assets is in excess of EUR 750,000;

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

iv. an individual whose net worth or joint net worth with that person's spouse, exceeds EUR 750,000

v. a senior employee or director of Service Providers to the Fund;

<input type="checkbox"/>	<input type="checkbox"/>
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Name of investor/ duly authorised agent	
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Signature	
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Title/ Capacity in which signed	
--	--

Date	
-------------	--

Date	
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APPENDIX II – Subscription Form

ISIN No _____

[Strategica Fund SICAV plc – ABSOLUTE FOREX EUR Accumulator Shares]

Any prospective investors intending to acquire Investor Shares in the ABSOLUTE FOREX Fund (“the Fund”) should inform themselves as to (a) the legal requirements for acquiring, holding or disposing of Investor Shares within their countries of their nationality, residence, ordinary or permanent residence or domicile, (b) any disposal of Investor Shares and (c) the income tax and any other tax consequences which might be relevant to the acquisition, holding, redemption or disposal of Investor Shares.

To: The Directors, Strategica Funds SICAV p.l.c. (“the Company”) – ABSOLUTE FOREX Fund

C/o Alter Domus

Vision Exchange Building,

Territorials Street Mriehel BKR 3000,

Malta

Fax No.: (+356) 2748 0829

Email: admt-aafa@alterdomus.com

Dear Sirs,

(i) I/We hereby apply to subscribe for such number of Investor Shares in the Fund as may be subscribed by the investment of the amount indicated below.

Indicate in this box the amount to be subscribed

EURO

(Minimum €100,000 net of fees and charges)

The Investor Shares will be issued pursuant to this application at a price of €100 per Share during the Initial Offer Period and thereafter, on the relative Dealing Day, at the Net Asset Value per Share.

In payment thereof I/we confirm that I/we have requested our bankers to make payment by wire transfer of:

Amount: €.....

To: Bank of Valletta p.l.c.
Swift Code: VALLMTMT
Account Name: Strategica Funds Sicav Plc – ABSOLUTE FOREX Fund - Client Account
Euro Savings Account Number: _____
IBAN: _____

For value date:

(a) Name and Address of Financial Institution Wiring/Paying Subscription Monies:

(b) Name and Number of Account at Financial Institution being debited

(c) Reference: ABSOLUTE FOREX Fund – Clients Subscription Account

I/We further confirm that I/We have requested our bankers to ensure that my/our name is/are included in the payment instructions as the remitters.

- i. I/we confirm that I/we have read and understood the contents of the Offering Supplement to which this Subscription Form was attached and I/we offer to subscribe and agree to accept the number of Investor Shares which may be allotted to me/us in accordance with the terms of the Offering Supplement to which this Subscription Form was attached and subject to the provisions of the Supplement and Articles of Association of the Company.
- ii. I/we confirm that I/we are aware of the risks associated with investing in this Fund, particularly (but not limited to) the risk factors relating to illiquidity risk, restrictions on redemptions and effects of redemptions as set forth in the Offering Supplement to which this Subscription Form was attached.
- iii. I/we acknowledge that due to anti-money laundering requirements the Administrator and the Company (as the case may be) may require further identification of the undersigned before an application can be processed and the Administrator and the Company are hereby held harmless and indemnified by the undersigned against any loss arising as a result of a failure to process the application if such information has been required by the parties referred to has not been provided by the Authorised Investor.
- iv. I/we covenant to co-operate fully and to provide all the necessary information and documentation requested by the Administrator and/or the Company (as the case may be) in order that the Fund may comply with the applicable rules and obligations stemming from the U.S. Foreign Account Tax Compliance Act (FATCA) and/or the applicable Intergovernmental Agreement (IGA) in connection thereto.
- v. I/we confirm that I/we do not fall within any of the following categories:
 - a. U.S. citizen;

- b. U.S. resident individual;
 - c. a partnership or corporation organized in the United States or under the laws of the United States or any State thereof;
 - d. a trust whereby (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States.
 - e. A foreign entity that has one or more “substantial United States owners” whereby a “substantial United States owner” is a US citizen or resident alien, privately owned US corporation or US Owned Foreign Entity that owns, directly or indirectly:
 - more than 10% of the stock in a corporation (by vote or value), or
 - owns more than 10% of the profits or capital interests in a partnership, or
 - owns more than 10% of the beneficial interests in a trust, or
 - is considered the owner of a trust or a portion of a trust under the grantor trust rules
- vi. I/We hereby undertake to observe and be bound by the provisions of the Supplement and Articles of Association of the Company and apply to be entered in the register of members as the holder/holders of the Investor Shares issued in relation to this application.
- vii. I/We hereby confirm that this application is based solely on the Offering Supplement to which this Subscription Form was attached together with (where applicable) the most recent annual reports of the Company.
- viii. I/We agree that if I/we wish to dispose of any of the Investor Shares I/we will not offer, sell or deliver any of such Investor Shares directly or indirectly:
- (a) to any person (whether legal or physical) who is ordinarily or permanently resident, or domiciled, or a national of, or incorporated/registered in, Malta;
 - (b) to a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended ("the U.S. Securities Act") or as a 'specified United States person' or 'United States owned foreign entity' in terms of the U.S. Foreign Account Tax Compliance Act (FATCA));
 - (c) if as a result of such offer, sale or delivery of Investor Shares either the transferor or the transferee would retain a holding of Investor Shares

with an aggregate value at the then current net asset value per Share of less than EUR 100,000.

- ix. I/We acknowledge that the Company may compulsorily redeem my/our Investor Shares in certain circumstances as laid down in the Offering Memorandum.
- x. I/We warrant that I/we am/are a Qualifying Investor (as defined in the Offering Supplement) and that I/we have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, am/are aware of the risks inherent in investing in the assets in which the Fund will invest and the method by which these assets will be held and/or traded, and can bear the loss of my/our entire investment in the Fund.
- xi. I/We, warrant that I/we have the right and authority to make the investment pursuant to this Subscription Form whether the investment is my/our own or is made on behalf of another person or entity and that I/we are/will not be in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the Company, the Administrator, the Investment Manager and other Members for any loss suffered by them as a result of this warranty/representation not being true in every respect.
- xii. I/We, agree to provide the necessary representations in conjunction with this Subscription Form to the Company at such times as the Company may request and to provide on request such certificates, documents or other evidence as the Company may reasonably require to substantiate such representations.
- xiii. I/We, agree to notify the Company immediately if I/we become aware that any of the representations is/are no longer accurate and complete in all respects and agree immediately to sell or to tender to the Company for redemption a sufficient number of Investor Shares to allow the representation to be made.
- xiv. I/We, hereby confirm that the Company, the Directors, and the Administrator are each authorised and instructed to accept and execute any instructions in respect of the Investor Shares to which this application relates given by me/us by facsimile and/or by electronic mail (e-mail). If instructions are given by me/us by facsimile, I/we undertake to confirm them separately by means of a letter.
- xv. I/We hereby indemnify the Company, the Directors, and the Administrator and agree to keep each of them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile instructions. The Company, the Directors, and the Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- xvi. I/We, agree to indemnify and hold harmless the Company the Administrator and their respective directors, officers and employees against any loss, liability, cost or

expense including without limitation attorneys' fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in the Qualifying Investor Declaration Form attached herewith or in any other document delivered by the undersigned to the Company.

Please tick as applicable:

Either

- I/We hereby confirm that the applicant for business and its beneficial owner/s do not fall within the definition of 'politically exposed persons';

Or

- I/We hereby confirm that the applicant for business and/or its beneficial owner/s fall within the definition of 'politically exposed persons'.

A Politically Exposed Person (PEP) can be described as –

- i. a natural person who has been or is entrusted with a prominent public function by the state (local or foreign), by a Community Institution or an international body;
- ii. an immediate family member of this person including a spouse, partner, children and their spouses, and parents;
- iii. known close associates of this person who may include any individual known to have joint beneficial ownership of a legal entity or legal arrangement or other close business relations with this person, or who may have sole beneficial ownership of a legal entity or legal arrangement set up for the benefit of this person.

Notes:

1. To be valid, Subscription Forms must be signed by each applicant.
2. In the case of a partnership/firm, applications should be signed by all the partners/proprietors.
3. In the case of a corporation, applications should be executed under seal or signed by a duly authorised signatory provided that a certified copy of the authority authorising the signatory and an authenticated list of signatories accompanies the application.
4. If this application is signed under power of attorney, such power of attorney or a duly certified copy thereof must accompany this Subscription Form.

IMPORTANT NOTE for Subscribers:

As part of the Administrator's and the Company's responsibility for protection against money laundering, the Administrator may require a detailed verification of the identity of a person or entity applying for Investor Shares. Prospective investors should refer to the Offering Memorandum for further detail on the anti-money-laundering procedures and requirements applicable to applicants of Investor Shares.

Name (in full)
Address
.....
.....

Address for Correspondence (if different from above)
.....
.....

Passport No/Company Registration No

Telephone Number

Facsimile Number **E-mail address**

Signature **Date**
.....
(and status of signatory)

In the case of joint applications, all applicants should sign individually and complete the following:

Name (in full)
Address
.....
.....

Address for Correspondence (if different from above)
.....
.....

Passport No/Company Registration No

Telephone Number

Facsimile Number **E-mail address**

Signature **Date**
(and status of signatory)

Name and Address of Financial Institution Wiring/Paying Subscription Monies

.....
.....
.....
.....

Name and Number of Account at Financial Institution being debited

.....
.....
.....

Dated: 20.....

Print Name of Entity Investor

By:

Name:

....

Title:

...

OR

Print Name of Individual Investor.....

Signature

Print Name of joint Investor (if applicable)

Signature

FOR OFFICIAL USE ONLY

Accepted as of 20.....

By:

Name:

Title:

Appendix III: Redemption Notice

To: The Directors, Strategica Funds SICAV p.l.c. (“the Company”) –
ABSOLUTE FOREX Fund
C/o Alter Domus
Vision Exchange Building,
Territorials Street Mriehel BKR 3000,
Malta
Fax No.: (+356) 2748 0829

Email: admt-aafa@alterdomus.com

I/We _____, being a registered Member(s) of Investor Shares in the _____ Fund hereby request that:

(a) _____ Investor Shares or

(b) such number of Investor Shares as are equal in value on the next Dealing Day to the sum of EURO..... (.....EURO) be redeemed on the next Dealing Day at the prevailing redemption price.

I/We hereby instruct you to transfer any redemption monies by wire transfer to the following account

To:

SWIFT Address:

For the account of:

Account Number:

- I/We hereby represent and warrant that I/we am/are the lawful and beneficial owner(s) of the Investor Shares to be redeemed and that such Shares are not subject to any pledge or otherwise encumbered in any fashion.
- I/We hereby acknowledge and accept that the payment of the redemption proceeds to me/us may take place within a maximum of up to ninety (90) Business following the relevant Redemption Day.
- I/We hereby agree and accept that you are entitled to require that I/we provide you with additional documents as you may deem necessary prior to making any payment in respect of redemptions.
- I/We hereby acknowledge and agree that all payments in respect of redemptions will be made by wire transfer payable to me/us (in the case of joint holders the wire transfer will be made payable to the first named holder and all wire transfer expenses will be borne by me/us).

- I/We hereby acknowledge and accept that in the case that this Redemption Notice relates only to part of the Investor Shares held by me/us, you will comply with this Redemption Notice only to the extent that the value of the Investor Shares held by me/us do not fall below the Minimum Investment.
- I/We are aware that this Redemption Notice constitutes an irrevocable instruction upon its acceptance by you and may not be revoked or withdrawn by me/us.

Signature: _____

Name: _____

Position (if any): _____

Date and Place of Execution: _____

Signature: _____

Name: _____

Position (if any): _____

Date and Place of Execution: _____

Signing Instructions: All joint applicants for redemption must sign

If the applicant for redemption is a company or any other body of persons whether corporate or unincorporated, an authorised representative(s) of that company or body of persons must sign in compliance with its Charter, Statute, Memorandum and Articles of Association, Partnership Deed, Trust Deed or other constitutive document as the case may be and, by signing this Redemption Notice, the authorised representative(s) thereby confirm and warrant that the company or body of persons is so empowered to redeem its investment in the Company and that, if required, the relevant resolution or other similar document appointing the authorised representative(s) has been passed and executed.

If an agent or attorney signs on behalf of the person named as the Authorised Investor, a certified copy of the relevant power of attorney or other document appointing the agent or power of attorney must be attached and the agent/attorney hereby accepts full responsibility for the obligations undertaken by his principal in redeeming Shares on such principal's behalf.

Note: Capitalised terms used in this Redemption Notice, unless defined herein, are defined in the Offering Memorandum.