

## **Mitteilung an alle Anteilseigner der Primeo Fonds:**

Anbei finden Sie die Information der Fondsgesellschaft, folgende Fonds sind betroffen:

|              |   |
|--------------|---|
| KYG7243U1085 | Primeo Select - EUR Cap ( <i>in Liquidation</i> ) |
| KYG7242V1077 | Primeo Select - USD Dis ( <i>in Liquidation</i> ) |

Details können Sie der beigefügten Anlage entnehmen.



5 April 2019

To: All investors

**By Email**

Dear Sir / Madam

**Primeo Fund – In Official Liquidation (the Fund)**

The Fund's Joint Official Liquidators (**JOLs**) have been approached by Contrarian Capital Management LLC (**Contrarian**) regarding their interest in purchasing shares in the Fund.

Given that certain investors may be interested in disposing of their shares, the JOLs have agreed to circulate the attached letter from Contrarian. Please be advised that the JOLs in no way endorse Contrarian or promote the sale of shares in the Fund.

The JOLs are, in principle, prepared to approve and take steps to facilitate the transfer of shares (**Transfer**) away from any existing shareholder of the Fund (**Transferor**) to a third party (**Transferee**), such as Contrarian, as long as the costs of such Transfer are not borne by the Fund.

Any approval of a Transfer granted by the JOLs will be subject to the following criteria being complied with:

1. All Transfers must be of the Transferor's entire shareholding.
2. Both the Transferor and the Transferee must agree to execute a copy of the attached Deed, releasing the Fund and the JOLs from all claims arising out of any such Transfer.

PO Box 776  
38 Market Street  
Suite 4208, Canella Court  
Camana Bay  
Grand Cayman, KY1-9006  
Cayman Islands  
1 345 946 0081



3. Both the Transferor and the Transferee must complete the attached form and provide full information as to their investment histories in the Fund and details of all underlying beneficial owners as a condition precedent to the approval of any Transfer by the JOLs.

Following approval from the JOLs, as a matter of Cayman law, all Transfers will still require the permission of the Grand Court of the Cayman Islands (**Court**) before taking effect and the Fund and the JOLs make no representations as to the likelihood of obtaining such permission. The JOLs may be prepared to assist with the application seeking Court permission, subject to the Transferor and/or Transferee agreeing to meet the cost of that process.

In all cases, should you wish to proceed with a transfer of shares in accordance with the terms set out in this letter, please contact us so that we may consider your request. Failure to do so is likely to result in the JOLs being unable to approve and support any application for the transfer.

Please note that Contrarian has covered the Fund's costs in preparing and circulating this letter.

The JOLs cannot and do not provide advice in relation to any Transfer. Please note that anyone wishing to Transfer or receive the Fund's shares does so entirely at their own risk and you should seek your own independent legal advice in relation to any proposed Transfer.

The JOLs act as agents of the Fund and none of the JOLs, Kalo (Cayman) Limited, its managing directors, directors, employees, professional advisors or agents accept any liability or assume any duty to any Transferor, Transferee, creditor, investor or third party in relation to or arising out of any Transfer and/or the contents of this letter.

Should you have any queries, please contact John Tan at +1 345 814 4017.

Yours sincerely  
For and on behalf of  
Primeo Fund – In Official Liquidation

**Gordon MacRae**  
Joint official liquidator

# CONTRARIAN

CAPITAL MANAGEMENT

411 WEST PUTNAM AVENUE, SUITE 425 | GREENWICH, CT 06830

April 5, 2019

Re: Primeo Fund – In Official Liquidation (the “Fund”)

Dear Investor:

Contrarian Capital Management, L.L.C. (“Contrarian”), a multi-billion dollar investment management firm that has been registered with the U.S. Securities and Exchange Commission since its inception in 1995, is interested in purchasing interests against the Fund. Contrarian has completed the Fund’s Know-Your Customer (“KYC”) requirements and the transfer of shares to itself, in the past. We are currently a registered stakeholder of the Fund and are interested in making an offer to purchase your shares, subject to diligence.

Shares will be purchased on a first offered, first bought basis, and Contrarian reserves the right to reject any shares presented. Contrarian's purchase of your shares is subject to due diligence (which shall include a review of the documents that support your holdings in the Fund as well as approval of the counter-party), the execution and delivery of transfer documentation and confirmation by the Joint Liquidators of the transfer of the shares. The amount Contrarian is offering for your shares may be more or less than you may receive when a liquidation of the Fund is completed. We recommend that you familiarize yourself with all available information with respect to the liquidation.

Contrarian is actively purchasing claims in many bankruptcy cases and will gladly provide pricing on any exposure you may have. To further discuss the sale of your claim, please contact Rhoda Freeman ([Freeman@Contrariancapital.com](mailto:Freeman@Contrariancapital.com)) or John Bright ([Jbright@Contrariancapital.com](mailto:Jbright@Contrariancapital.com)) at (800) 266-3810 or (203) 862-8232. Please visit our website at [www.contrariancapital.com](http://www.contrariancapital.com) for more information regarding our firm.

Thank you for your consideration,

*Contrarian Capital Management, L.L.C.*

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TOLL FREE: (800) 266-3810 | PHONE: (203) 862-8232 | FAX: (203) 485-5910

[WWW.CONTRARIANCAPITAL.COM](http://WWW.CONTRARIANCAPITAL.COM)

**DATED:**

**2019**

- (1) [TRANSFEROR]
- (2) [TRANSFeree]
- (3) PRIMEO FUND (IN OFFICIAL LIQUIDATION)
- (4) ELEANOR FISHER and GORDON MACRAE

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**DEED OF AGREEMENT RELATING TO TRANSFERS**

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THIS DEED is dated [DATE]

## **PARTIES**

- (1) [NAME OF PARTY] (Company number [NUMBER]) whose registered office is [ADDRESS] (the "**Transferor**").
- (2) [NAME OF PARTY] (Company number [NUMBER]) whose registered office is [ADDRESS] (the "**Transferee**").
- (3) Primeo Fund (in Official Liquidation) (Company number 51344) whose registered office is 38 Market Street, 2<sup>nd</sup> Floor, Canella Court, Camana Bay, Grand Cayman, Cayman Islands (the "**Fund**").
- (4) Gordon MacRae and Eleanor Fisher of Kalo (Cayman) Limited, 38 Market Street, 2<sup>nd</sup> Floor, Canella Court, Camana Bay, Grand Cayman, Cayman Islands as Joint Official Liquidators of the Fund (the "**JOLs**").

Each a "**Party**" and together the "**Parties**".

## **BACKGROUND**

- (A) The Transferor and Transferee wish to obtain the JOLs' consent to the transfer of [NUMBER] of [CLASS] of the Fund's shares from the Transferor to the Transferee (the "**Transfer**"), so that they may make an application to the Cayman Court for approval of such Transfer.
- (B) The Fund and the JOLs have highlighted certain issues to the Transferor and Transferee which may impact upon the ability of the shares to receive distributions from the liquidation of the Fund.
- (C) The Fund and the JOLs have not given the Transferor and Transferee any legal advice and have strongly recommended that both the Transferor and Transferee take independent legal advice upon all issues relating to the Transfer.
- (D) The Transferor and Transferee have taken all such independent legal advice that they consider appropriate.
- (E) This Deed sets out the terms on which any consent to the Transfer shall be granted by the JOLs.

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. In construing this Deed, unless otherwise specified:
  - a. references to clauses are to clauses of this Deed;
  - b. headings and titles are for convenience only and do not affect the interpretation of this Deed;
  - c. "**variation**" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "**vary**" and "**varied**" shall be construed accordingly;
  - d. where appropriate, references to the "**Fund**" includes to the Fund's servants, agents and employees;
  - e. where appropriate, references to the "**JOLs**" includes the JOLs' firm, their partners now or in the future, their personal representatives, estates, effects or any successor, their servants, agents and employees;

- f. References to any Cayman Islands legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than the Cayman Islands be treated as a reference to any analogous term in that jurisdiction;
- g. References to the singular shall include the plural and vice versa and references to the masculine shall include the feminine or neuter and vice versa.

## **2. PROPOSED TRANSFER OF SHARES**

- 2.1. The Transferor represents that it holds legal title to [number] [class] shares of US\$[nominal value] (the "**Shares**") in the Fund.
- 2.2. The Transferor and Transferee propose that the Transferor shall make the Transfer to the Transferee, upon obtaining the requisite approval from the Cayman Court.

## **3. RELEASE OF ALL CLAIMS AGAINST THE FUND AND THE JOLS**

- 3.1. The Transferor and the Transferee irrevocably release and forever discharge all claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that the Transferor or the Transferee may have or hereafter can, shall or may have against the Fund and/or the JOLs, arising out of or connected in any way whatsoever, directly or indirectly, with the Transfer (the "**Released Claims**");
- 3.2. The Transferor and the Transferee each agree not to commence, or in any way, prosecute or cause to be commenced or prosecuted against the Fund and/or the JOLs any action, suit or other proceeding concerning in any way whatsoever the Transfer and/or Released Claims, in this jurisdiction or any other.

## **4. UNDERSTANDING OF RISK**

- 4.1. The Transferee and the Transferor each represent that they are not relying on the Fund, the JOLs or any of their partners, members, officers, counsel, agents or representatives for legal, investment, tax or any other advice. The Transferee and the Transferor have each sought independent legal, investment and tax advice to the extent that each has deemed necessary or appropriate in connection with the Transfer. The Transferee and the Transferor each understand and acknowledge the risks of, and other considerations relating to, the Transfer, including the risk that the Shares may not entitle the Transferee and/or the Transferor to a dividend or other distribution in respect of the Shares.

## **5. REPRESENTATIONS AND WARRANTIES**

- 5.1. Each Party hereby separately represents and warrants to the other Parties that this Deed has been duly executed by it and constitutes a valid and legally binding obligation which is enforceable against it in accordance with its terms.
- 5.2. The Transferor and the Transferee each warrant and represent that they have not sold, transferred, assigned or otherwise disposed of their interest in the Released Claims other than by way of the Transfer.

- 5.3. Each Party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this Deed.
- 5.4. The Transferee hereby represents and warrants that:
- a. it is not a Restricted Person (as such term is defined in the Offering Memorandum dated 25 April 2007 in respect of the Fund);
  - b. it has read and understood the Subscription Application Form in respect of the Fund and agrees to provide to the Fund and the JOLs a Subscription Application Form, substantially in the form annexed to this Deed at Schedule 1 completed to the extent relevant in respect of the Transfer, prior to completion of the Transfer; and
  - c. it acknowledges that, pursuant to anti-money laundering laws in the Cayman Islands, the Fund, the JOLs and/or the administrator may be required to collect further documentation verifying the Transferee's identity and the source of funds used to purchase the Shares and it hereby agrees promptly to provide such information as may reasonably be requested for such purposes.

**6. CHOICE OF LAW**

- 6.1. This Deed is governed by, and construed in accordance with the law of the Cayman Islands.
- 6.2. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this Deed shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands, and the Parties hereby submit to the exclusive jurisdiction of those courts for these purposes.

**7. ENTIRE AGREEMENT**

- 7.1. This Deed supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Deed and contains the entire agreement between the Parties in relation to the subject matter of this Deed at the date hereof to the exclusion of any terms implied by law which may be excluded by contract.
- 7.2. The Transferor and Transferee each acknowledge that it has not entered into this Deed in reliance wholly or partly on any representation or warranty made by or on behalf of any other Party, its servants, agents or employees (whether orally or in writing) other than as expressly set out in this Deed.

**8. SEVERANCE**

- 8.1. If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a. The legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
  - b. The legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

**9. NO IMPLIED WAIVERS, REMEDIES CUMULATIVE**

- 9.1. The rights of each of the Parties under this Deed:
- a. Are cumulative and not exclusive of its rights under the general law; and

b. May be waived only in writing and specifically.

9.2. Delay in exercising or non-exercise of any such right is not a waiver of that right.

**10. VARIATION**

10.1. No variation of this Deed shall be effective unless in writing and executed as a deed by or on behalf of each of the Parties.

**11. COUNTERPARTS**

11.1. This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Deed by executing any such counterpart.

11.2. The Parties hereby agree that on execution, this Deed shall be fully and effectively binding on them.

**12. NO PERSONAL LIABILITY OF THE JOLs**

12.1. The Parties acknowledge and agree that the JOLs are acting as joint official liquidators and as agents of the Fund and that neither of the JOLs nor their firm, their partners now or in the future, their personal representatives, estates, effects or any successor shall incur any personal liability under this Deed which has been entered into by them in performance of their functions as JOLs.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED AS A DEED** by and on behalf of )  
[ ] )

\_\_\_\_\_  
Duly Authorised Signatory

)  
) Name: \_\_\_\_\_

in the presence of:

)  
) Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**EXECUTED AS A DEED** by and on behalf of )  
[ ] )

\_\_\_\_\_  
Duly Authorised Signatory

Name: \_\_\_\_\_

in the presence of: )

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**EXECUTED AS A DEED** by and on behalf of )  
**PRIMEO FUND (IN OFFICIAL LIQUIDATION)** )

\_\_\_\_\_  
Duly Authorised Signatory

Name: \_\_\_\_\_

in the presence of: )

Title: Joint Official Liquidator

\_\_\_\_\_  
Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**EXECUTED AS A DEED** by **ELEANOR FISHER** )  
**(for and on behalf of the Joint Official** )  
**Liquidators of Primeo, without personal** )  
**liability** )

in the presence of: )

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SCHEDULE 1**  
**SUBSCRIPTION APPLICATION FORM**

# PRIMEO FUND – IN OFFICIAL LIQUIDATION

## SHARE TRANSFER HISTORY

### General Details

1. Name of Shareholder: \_\_\_\_\_

2. Contact Details of Shareholder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Are you the legal owner of the shares? \_\_\_\_\_

(a) If not, who is the legal owner and what are their contact details?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Are you the beneficial owner of the shares? \_\_\_\_\_

(a) If not, who is the beneficial owner and what are their contact details?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. How many shares do you hold? \_\_\_\_\_
6. Do the shares belong to Primeo's Select or Executive sub-class? \_\_\_\_\_
7. Is the share currency US\$ or Euro (€)? \_\_\_\_\_
8. How many shares are you seeking to transfer? \_\_\_\_\_
9. Name of Intended Transferee: \_\_\_\_\_
10. Contact Details of Intended Transferee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Email Address: \_\_\_\_\_
- Telephone Number: \_\_\_\_\_
11. In what country is the Intended Transferee resident or (if a company) incorporated?  
\_\_\_\_\_

**PLEASE COMPLETE PAGE 2 AND PAGE 3 (IF RELEVANT) IN AS MUCH DETAIL AS POSSIBLE.**

## SUBSCRIPTION & REDEMPTION HISTORY

## Investment History in Primeo Fund

**For each subscription or redemption please provide details of the following:**

[illegible]

## TRANSFER HISTORY

## Investment History in Primeo Fund

For each transfer of shares please provide details of the following:

[illegible]

**Primeo SELECT FUND**  
**Subscription Application Form**

To be remitted together with all relevant copies of identity documents as listed in the appendix below, to the Company's Sub-Registrar and Transfer Agent by fax with the original to follow by mail to the following address

The subscription application form shall be remitted to the Sub-Registrar and Transfer Agent not later than the 24<sup>th</sup> day of each month (or the immediately preceding Business Day, in the event that the 24<sup>th</sup> day of any month is not a Business Day), 5 p.m., for dealing on the first Business Day of the following month, in accordance with the Prospectus of the Fund.

**1. Registration**

Name in which shares are to be registered: \_\_\_\_\_

Full names of all applicants (*block capitals please*):

**A - INDIVIDUAL APPLICANT(S)**

| A P P L I C A N T 1 |  |                |         |
|---------------------|--|----------------|---------|
| Forename            |  |                | Surname |
| Street Address      |  |                |         |
| City                |  | Country        |         |
| Date of Birth       |  | Place of Birth |         |
| Profession          |  |                | TIN     |
| Telephone           |  | Tax residence  |         |
| Fax                 |  |                | e-mail  |
| Source of funds     |  |                |         |

| A P P L I C A N T 2 |  |                |         |
|---------------------|--|----------------|---------|
| Forename            |  |                | Surname |
| Street Address      |  |                |         |
| City                |  | Country        |         |
| Date of Birth       |  | Place of Birth |         |
| Profession          |  |                | TIN     |
| Telephone           |  | Tax residence  |         |
| Fax                 |  |                | e-mail  |
| Source of funds     |  |                |         |

For more than 2 account holders please attach a separate sheet containing the names and signatures of the other account holders (maximum 4 account holders).

| Corporate / legal entity applicant |  |         |        |
|------------------------------------|--|---------|--------|
| C O M P A N Y                      |  |         |        |
| Name                               |  |         |        |
| Registered address                 |  |         |        |
| City                               |  | Country |        |
| Business                           |  |         | e-mail |
| Telephone                          |  | Fax     |        |

## 2. Investment Details

I/we the undersigned hereby apply to subscribe for shares ("Shares") in Primeo SELECT FUND (the "Fund") as set out below at the applicable subscription price and in accordance with the terms and conditions of the most recent prospectus (the "Prospectus") relating to the offering of Shares in the Fund, copies of which documents the undersigned has/have received, duly read and understood.

The initial subscription for Primeo SELECT FUND US\$ Class is not less than US\$ 50,000.- (minimum purchase) or higher in multiples of US\$ 1,000.-. Subsequent subscriptions are not less than US\$ 1,000.- or higher in multiples of US\$ 1,000.-. The initial subscription for Primeo SELECT FUND Euro Class is the Euro counter value of US\$ 50,000.- but not less than EUR 50,000.- (minimum purchase) or higher in multiples of EUR 1,000.-. Subsequent subscriptions are not less than EUR 1,000.- or higher in multiples of EUR 1,000.-.

Terms defined in the Prospectus shall have the same meaning in this Subscription Application Form. Shares shall be issued in accordance with the provisions contained in the Prospectus governing the issue of Shares on the basis of the subscription monies provided by me/us and after deduction of any subscription charge (if levied). Subscription monies must be paid in the reference currency of the relevant class.

I/We agree to be bound by the Articles of Incorporation of the Fund and the terms and conditions of the Prospectus. I/We agree and acknowledge that the Fund reserves the right to withdraw, cancel or modify this offering, as well as to reject my/our application to subscribe for Shares whether in whole or in part, for any reason. All questions concerning the timeliness, validity, form and eligibility of any Subscription Agreement will be determined by the Sub-Registrar and Transfer Agent, whose determinations will be final and binding. The Fund in its sole discretion may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as it may determine, or reject the purported purchase of Shares. Subscription will not be deemed to have been received or accepted until all irregularities have been waived or resolved within such time as the Sub-Registrar and Transfer Agent determines in its sole discretion except as set forth herein. The Fund will not be under any duty to give notification of any defect or irregularity in connection with the submission of Subscription Agreements or incur any liability for failure to give such notification.

I/We wish to subscribe for Shares in the Fund as follows:

(Primeo SELECT FUND Euro Class minimum of the EURO equivalent of US\$ 50,000.- but not less than EUR 50,000.-  
Primeo SELECT FUND US\$ Class minimum of US\$ 50,000.-)

EUR \_\_\_\_\_ of the Primeo SELECT FUND Euro Class

USD \_\_\_\_\_ of the Primeo SELECT FUND US\$ Class

### Fees

#### Primeo SELECT FUND

|                   |  |
|-------------------|--|
| Management Fee:   | monthly 1/6 <sup>th</sup> of 1% (annual rate of 2%)              |
| Incentive Fee:    | 20% of the net asset value which exceeds 10% annual appreciation |
| Subscription Fee: | max. 3% (selling fee)  |
| Switching Fee:    | 1% of the gross amount   |

Selling fee and switching fee are paid by the Investor directly. All other fees and expenses (such as management fee or expenses of the depository bank) are paid by the Fund.

### 3. Payment for Shares

I/We acknowledge and agree that under the terms and conditions of the Prospectus and subject to compliance with Customer Due Diligence rules as set out below, cleared funds (and the relevant confirmation) representing the subscription monies must be received by the Custodian not later than the 24<sup>th</sup> Business Day as per Fund prospectus before the applicable Valuation Day. Cleared funds are evidenced either by confirmation from the Custodian or an entry on the Custodian's statements. If cleared funds (or the relevant confirmation) are received after this time, the Fund may treat this Subscription Application Form as an application to subscribe for Shares on the next Valuation Day, e.g. in the following calendar month, at a subscription price per Share equal to the Net Asset Value per Share as of such subsequent Valuation Day.

I/We have arranged payment by bank transfer to the account(s) below:

Currency: EUR USD

Correspondent Bank:

SWIFT:

A/C No.:

A/C Name:

Swift Code:

For further credit to:

Reference:

I/We acknowledge that a Subscription Charge may be deducted from the subscription price.

**IMPORTANT NOTICE:** Due to international banking laws, your bank is required to send a SWIFT MT 103 message and complete field 50 ("Ordering Customer") and field 52D ("Beneficiary") on subscription wires. Subscription monies must come from an account in the name of the registered shareholder.

Please indicate the name and address of the Bank and the name of the account from which the transfer will be made

| BANK    |  | ABA/IBAN NUMBER | ACCOUNT |
|---------|--|-----------------|---------|
| Name    |  |                 | Name    |
| Address |  |                 | Number  |

#### 4. Declaration and Signatures

##### A - GENERAL

I/We hereby certify that:

- (1) I am/we are fully aware of and agree with the contents and terms of the Prospectus, in particular with the section relating to "Risk Factors";
- (2) I am/we are aware that the Fund may postpone or reject this Subscription Application Form in whole or in part;
- (3) all information contained in this Subscription Application Form is complete and correct and I/we hereby agree to indemnify and hold harmless the Fund, the Sub-Registrar and Transfer Agent and the Custodian from and against all actions, suits, proceedings, claims, demands, costs, expenses, loss, liabilities and outgoings whatsoever which may be taken or made or sought from or against any of them in consequence of any false or misleading statements or omissions I/we made herein or which may result directly or indirectly from any misrepresentation or breach of any warranty, condition or covenant or agreement set forth herein or in any other document I/we delivered to the Fund;
- (4) I am/we are aware of the applicable provisions for the prevention of money laundering and terrorism financing and confirm that the subscription monies do not represent the proceeds of any illegal activities as described in the regulations issued by the Financial Action Task Force on Money Laundering; and
- (5) I/we confirm the source of funds is as disclosed in this Subscription Application Form;
- (6) I am/we are not (a) Restricted Person(s) (including US person(s)) (as defined in the Prospectus and the articles of incorporation of the Fund) nor am I/we are we applying for Shares on behalf of (a) Restricted Person(s) (including US person(s)) nor am I/we are we applying for Shares in order to further offer, sell, assign, pledge, hypothecate or otherwise transfer such Shares directly or indirectly to (a) Restricted Person(s) (including US Person(s));
- (7) I/we have knowledge of financial and business matters and I am/we are capable of evaluating the merits and risks of an investment in the Shares; I/we confirm that I/we have been advised by the Fund to seek accounting, legal and tax advice as I/we have considered necessary to make an informed investment decision; and I am/we are able to bear the economic risk of an investment in the Shares.

##### B - BENEFICIAL OWNERSHIP

I/We also confirm and certify that:

- ☐ I am/we are the beneficial owners of the Shares subscribed for.
- ☐ We are not be the beneficial owner(s) of the Shares subscribed for within the scope of our regulated activity as a fully licenced Credit Institution within FATF/EU. We have documented the identity of underlying beneficiaries in accordance with FATF 40 Recommendations and FATF 9 Special Recommendations on the prevention of terrorism financing.
- ☐ We are not be the beneficial owner(s) of the Shares subscribed for within the scope of our regulated activity as a fully licenced Credit Institution, and our parent company is regulated in a country that is a member of FATF/EU. As a result of the application of Group due diligence rules, we have documented the identity of underlying beneficiaries in accordance with FATF 40 Recommendations and FATF 9 Special Recommendations on the prevention of terrorism financing.
- ☐ I/we have reached the age of majority under the laws of my/our country of nationality or domicile.

**C - DOCUMENTATION**

I/We enclose the documents required under the section entitled "Anti-Money Laundering Procedures".

I/We acknowledge that such documents must be provided before the application can be processed and the Fund and the Sub-Registrar and Transfer Agent shall be held harmless and indemnified against any loss ensuing due to the failure to process this application, if I/we have not provided such information in due time.

I/We have provided the POWER OF ATTORNEY if applying in the capacity of a proxy.

**D - DIVIDEND & REDEMPTION PAYMENT**

I/We understand that redemption and dividend payment instructions sent by telegraphic transfer to a designated bank account are sent at my/our risk insofar as the onus to provide bank account details rests solely on me/us. Transfer charges will be levied.

Unless otherwise instructed to you in writing, all dividend distributed over my/our Shares and the proceeds of my/our Shares upon redemption shall be paid to:

| BANK    |                  | ABA/IBAN NUMBER | ACCOUNT             |
|---------|------------------|-----------------|---------------------|
| Name    |                  |                 | Name                |
| Address |                  |                 | Number              |
| City    | Postcode         |                 | SWIFT sort code     |
| Country | Tel / Fax number |                 | Currency of account |

**E - FAX INSTRUCTIONS**

I/We hereby confirm that the Fund and the Sub-Registrar and Transfer Agent are each authorised and instructed to accept and execute any instructions given by me/us by facsimile in respect of this application and related Shares, provided always that the onus is on me/us to ensure that such instructions are received in legible form, and I/we undertake to immediately confirm them by letter if the Sub-Registrar and Transfer Agent requires. My/our failure to send such a letter confirmation shall not however affect the validity of any action taken by the Sub-Registrar and Transfer Agent. I/We hereby agree to indemnify the Fund and the Sub-Registrar and Transfer Agent, and 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.

I/We acknowledge that the Sub-Registrar and Transfer Agent may carry out facsimile instructions for my/our account and at my/our risk. I/We undertake to bear all resulting consequences due to, inter alia, misunderstandings, errors, duplications, fraud, abuse and misrepresentation, and the Sub-Registrar and Transfer Agent declines all liability for such consequences, except where the Sub-Registrar and Transfer Agent was grossly negligent. The Fund and the Sub-Registrar and Transfer Agent 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.

**F - PERSONAL DATA**

My/our personal data is required to enable the Fund to fulfil the services I/we require, and in particular the services required under this application form, and to comply with its legal and regulatory obligations. Personal data will not be kept for longer than necessary for the purposes it has initially been collected, subject always to applicable legal retention periods. The personal data is not intended to be used for marketing purposes.

I/We agree to promptly notify both the Fund and the Sub-Registrar and Transfer Agent of any changes in the information provided in this Subscription Application Form that may occur prior to or following an investment in the Fund. I/we have a right of access to my/our personal data and may require of rectification of the personal data in cases where such data is incorrect or incomplete.

I/We understand that the Sub-Registrar and Transfer Agent will hold on computer some or all of the information I/we supply in connection with this investment, either in Luxembourg or abroad (including countries that are not members of the EEA, where there may be less stringent data protection laws) with companies that are members of the . Wherever it is processed, the personal data will be protected by a strict code of confidentiality and security to which all members of the , their staff and any third parties are subject to and will only be used in accordance with instructions from the Sub-Registrar and Transfer Agent.

The Fund and the Sub-Registrar and Transfer Agent agree that they shall not disclose personal data to any entity other than as outlined in the preceding paragraphs without my/our consent.

I/we hereby expressly recognise that the Fund, the Sub-Registrar and Transfer Agent or its affiliates, or affiliate of the Fund's Group will accept no liability with respect to any unauthorised third party receiving knowledge of or having access to such personal data, except in the case of proven gross negligence or serious misconduct by the Fund, the Sub-Registrar and Transfer Agent or its affiliates, or affiliate of the Fund's Group or any of their employees or officers.

#### G - JOINT HOLDERS DECLARATION

We agree that the Sub-Registrar and Transfer Agent may act upon instruction issued by any one of the undersigned given in accordance with the standard instructions provided in this form, being understood that this power of attorney will remain valid upon the death of one of the undersigned.

All joint holders must sign this form.

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| Signed: _____          | Signed: _____          | Signed: _____          |
| Name (capacity): _____ | Name (capacity): _____ | Name (capacity): _____ |
| Date & location: _____ | Date & location: _____ | Date & location: _____ |

Please make a copy of this document before sending it to the Sub-Registrar and Transfer Agent

For completion by broker or professional adviser

(Stamp)

Contact name: \_\_\_\_\_ Tel. no. \_\_\_\_\_

# APPENDIX - CUSTOMER DUE DILIGENCE DOCUMENTATION REQUIREMENTS

Pursuant to applicable laws and regulations, obligations have been outlined to prevent the use of undertakings for collective investment such as the Fund for money laundering or terrorism financing purposes. As a result of such provisions, must document the identity of the subscriber and that of the ultimate beneficiary of the subscription.

In case of an incomplete application form, the Sub-Registrar and Transfer Agent has the right to refuse to accept the application for subscription. may also ask for additional proof of identification where deemed necessary e.g. utility bill to prove address. Therefore, subscriptions will only be accepted by the Fund upon completion of identification requirements to the satisfaction of the Sub-Registrar and Transfer Agent as follows:

## 1. Individuals:

Official identity document (passport or identity card or driver's licence or residence permit) within validity period. A notary, police officer, consulate, ambassador or other local public authority must have certified copy mailed as a true copy of the original document.

## 2. Companies:

### A - COMPANIES LISTED ON A STOCK EXCHANGE MEMBER OF WFE:

- a) Listing stock exchange and registration number
- b) List of authorised signatories with signature samples (original copy or certified by company's corporate secretary)
- c) List of all directors (cross-reference to details available with stock exchange listing or list certified by corporate secretary)

### B - PRIVATE COMPANIES WILL SUPPLY:

- a) Certificate of Incorporation or statement from Registrar of Companies (certified by notary, police officer, consulate, ambassador or other local public authority)
- b) Memorandum & Articles of Association, or Articles of Incorporation, or Bye-laws (original copy or certified by company's corporate secretary)
- c) List of all Directors (cross-reference to other documentation available or list certified by company's corporate secretary)
- d) List of authorised signatories with signature samples (original copy or certified by company's corporate secretary)
- e) Most recent financial statements
- f) Shareholders with >20% holding (copy of register of shareholders and identification of each such shareholders as per 1. above)

### C - REGULATED COMPANIES:

- a) Evidence of regulation (e.g. name of regulator and copy of business authorisation, or reference to Internet page with registration details)
- b) List of authorised signatories with signature samples (original copy or certified by company's corporate secretary)

## 3. Other vehicles:

### A - PARTNERSHIPS:

#### 1. GENERAL PARTNER:

- a) Partnership Agreement
- b) Evidence of authority of general partner to subscribe on behalf of the GP

- c) Identification of each GP (natural persons)
- d) List of authorised signatories of GP
- e) If incorporated GP, list of all directors
- f) Evidence of membership to regulatory body or business license (if applicable) or statement of business activity
- g) Certificate of incumbency, or other proof that GP is not being dissolved, struck off, wound up, liquidated, or insolvent
- 2. LIMITED PARTNER
- h) Partnership Agreement
- i) Documentation of limited partners holding >20% in the LP

**B - TRUSTEES:**

- a) Declaration / Deed of Trust
- b) Documentation on the Trustee (corporate trustee as per 2.B above; if regulated in an eligible jurisdiction, simplified due diligence may apply)
- c) Documentation on the Settlor (identity documented as per 1.)
- d) Registered address documented
- e) Documentation on the Beneficiaries (identity documented as per 1.)
- f) Documentation on protector, if applicable (identity documented as per 1.)

**4. Simplified due diligence:**

Applies where (a) investment is made by a financial professional (e.g. bank; insurance company) directly investing in a Fund, either acting on its own behalf or as a nominee or (b) investment payment is received from a bank account in the name of the registered investor, provided always that in either case the financial professional is established in an eligible country. CDD shall be limited to documentation of the financial professional as set out in 2.C above. The Bank reserves the right to require additional documentation on the investor, the beneficiary or otherwise in its discretion to meet legal requirements.

If you have any questions please do not hesitate to contact the Sub-Registrar and Transfer Agent by telephone at +352 4046461

I/We agree that any dispute concerning our investment in Primeo SELECT FUND will be settled in

**Eligible FATF Members**

Australia  
Austria  
Belgium  
Brazil  
Canada  
Denmark  
Finland  
France  
Germany  
Greece

**Eligible new EU Members**

Cyprus  
Czech Republic  
Hungary

**Other eligible countries**

Guernsey

**ELIGIBLE COUNTRY LIST**

Hong Kong, China  
Iceland  
Ireland  
Italy  
Japan  
Luxembourg  
Mexico  
Netherlands  
New Zealand  
Norway

Portugal  
Singapore  
South Africa  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom  
United States

Malta  
Poland

Slovenia  
Slovak Republic

Jersey

Isle of Man