OFFERING MEMORANDUM

relating to the Sale of Shares of

OCEAN TTP LTD.

A limited liability investment company organized under
The International Business Companies Act 2000 of the Commonwealth of The Bahamas

Dated: 1st April 2026

Security Numbers:	**CH-Valor No.**	**ISIN Code**	**WKN**
Class Alpha-USD	46 743 095	XD0467430951	
Class Alpha-CHF	148313550	XD1483135509	
Class I-USD	2 129 877	BSP734501013	A0X83K
Class I-CHF	10 272 412	BSP734501500	A0X83H
Class I-EUR	10 272 429	BSP734501682	A0X83J
Class Y-USD	3 411 131	BSP734501435	A0X83G
Class Y-CHF	130138917	XD1301389171	

DIRECTORY

REGISTERED OFFICE OF THE COMPANY:
c/o GTC Corporate Services Limited
P.O. Box SS 5383
Sassoon House, Shirley Street
Nassau, Bahamas

PRINCIPAL OFFICE OF THE COMPANY:
Ocean TTP Ltd.
c/o Swiss Financial Services (Ireland) Limited
Block 4B, Cleaboy Business Park
Old Kilmeaden Road
Waterford, Ireland

ADMINISTRATOR:
Swiss Financial Services (Ireland) Limited
Block 4B, Cleaboy Business Park
Old Kilmeaden Road
Waterford, Ireland

BANK:
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1st Floor Queen Victoria House,
Victoria Street,
Douglas,
Isle of Man,
IM1 2LF.

CLEARING BROKER & CUSTODIAN:
Interactive Brokers LLC,
One Pickwick Plaza,
Greenwich,
CT 06830 USA

INVESTMENT MANAGER:
Nordlicht Wealth Management AG
Bahnhofstrasse 61
9315 Neukirch (Egnach), Switzerland

AUDITORS:
Ryan & Juraska
141 West Jackson Boulevard
Chicago, IL 60604, USA

LEGAL COUNSEL OF THE COMPANY:
Graham, Thompson & Co.
P.O. Box N-272
Sassoon House, Shirley Street
Nassau, Bahamas

Swiss representative:
[TBD]

Swiss paying agent:
[TBD]

DISCLOSURE AND RESTRICTION ON SALES

Shares will be issued only on the basis of the information and representations contained in this Offering Memorandum (the "Offering Memorandum"), and no other information or representation has been authorized. Any purchase made by any person on the basis of statements or representations not contained in, or inconsistent with, information herein shall be solely at the risk of the purchaser. Neither delivery of this Offering Memorandum nor anything stated herein should be taken to imply that any information herein is correct as of any time subsequent to the date hereof.

The distribution of this Offering Memorandum and the offering or purchase of the Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Offering Memorandum or the Subscription Agreement (attached as Exhibit A) in any such jurisdiction may treat this Offering Memorandum or Subscription Agreement as constituting an invitation to them to subscribe for Shares, nor should they in any event use the Subscription Agreement, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such Subscription Agreement could lawfully be used without compliance with any registration or other legal requirements. Accordingly, this Offering Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Offering Memorandum and any persons wishing to apply for Shares pursuant to this Offering Memorandum to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Shares should inform themselves as to the legal requirements of so applying and as to any applicable exchange control regulations and tax laws in the jurisdictions of their respective citizenship, residence or domicile. Shares acquired by persons not entitled to hold such Shares in accordance with the provisions contained herein may be mandatorily redeemed.

The sale or transfer of Shares directly or indirectly to a citizen or resident of the United States of America or to a citizen or resident of the Commonwealth of The Bahamas is prohibited. The Company intends to exercise its right of mandatory redemption of any such Shares which, in the judgment of the Board of Directors of the Company (the "Board"), may have been inadvertently sold or transferred in contravention of the foregoing prohibition.

The circulation and distribution of this Offering Memorandum in certain countries is restricted by law. This Offering Memorandum does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation. Persons into whose possession this Offering Memorandum may come are required to inform themselves of and to observe any such restriction.

The Shares may not be the subject of a public offering in the Commonwealth of The Bahamas.

The Shares have not been registered under the United States Securities Act of 1933, as amended, and the Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended. The Shares may not be offered, sold or transferred directly or indirectly, in the United States or to any United States Person.

Neither the Company nor the Shares have been registered or authorized for marketing in any Member State of the European Union under the AIFMD or any applicable national law. This Offering Memorandum does not constitute a solicitation or offer directed at investors domiciled or resident in any EU Member State and may not be distributed within the European Union. No person is authorized to use this Offering Memorandum for the purpose of marketing or offering Shares within the European Union.

The Company has not applied for any authorization by the Swiss Federal Market Supervisory Authority FINMA to publicly solicit Shares in Switzerland or from Switzerland. Accordingly, the Shares offered hereby may not be publicly offered, solicited or advertised within Switzerland or from Switzerland, and may only be offered in or from Switzerland to qualified investors within the meaning of Article 10 paragraph 3 of the Swiss Collective Investment Schemes Act (CISA), including professional clients within the meaning of Article 4 paragraph 3 of the Swiss Financial Services Act (FinSA) as well as high-net-worth individual clients who have opted out pursuant to Article 5 FinSA. Any offer to non-qualified investors in Switzerland is prohibited.,

In accordance with Article 120 paragraph 4 in connection with paragraph 2 letters c and d of the Swiss Collective Investment Schemes Act (CISA), the Company has appointed [TBD], as Swiss representative and [TBD], as Swiss paying agent for the offering of the Shares in or from Switzerland to qualified investors.

In considering whether to invest in the Shares, a prospective purchaser should be aware that the Shares are speculative securities and involve a substantial risk of loss. Prospective Investors should therefore carefully consider whether an investment in the Company is suitable for them and should regard an investment in the Company as a medium to long-term investment.

In filing the Offering Memorandum, the Securities Commission of The Bahamas does not take responsibility for the financial soundness of the Company or for the correctness of any statements made or opinions expressed in this regards.

<u>IMPORTANT:</u> If you are in any doubt about the contents of this Offering Memorandum, you should consult your stockbroker, bank manager, counsel and attorney, accountant or other financial advisor. The price of Shares and the income from them (where income is distributed) may go down as well as up.

Copies of this Offering Memorandum may be obtained from the Company's Administrator, Swiss Financial Services (Ireland) Limited, Block 4B, Cleaboy Business Park, Old Kilmeaden Road, Waterford, Ireland. The Board of Directors of the Company accepts responsibility for the information contained in this Offering Memorandum as being accurate and complete as at the date of its publication.

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THE COMPANY

Ocean TTP Ltd. (the "Company") is an open-ended limited liability investment company organized on November 23, 1993, under the International Business Companies Act 1989 (as amended) of the Commonwealth of The Bahamas. The Company was originally incorporated under the name of FFM Fund Management Ltd. The name of the Company was subsequently changed to Ocean TTP Ltd. on November 8, 2002. The Company is a "Standard Fund" within the meaning of the Investment Funds Act, 2003 of The Bahamas. The Company has been established for the purpose of making investments in futures, options foreign exchange, money market instruments and funds of any kind. The Company will utilize the services of an investment manager (the "Investment Manager") to make all investment decisions on its behalf.

The Company presently has three Classes (Alpha, I-USD and Y) of Participating Non-Voting Shares ("Shares"), all of which are denominated in U.S. dollars ("USD").

Class Alpha Shares started trading in April 2019 at an initial offering price of USD 1,000. The currency assigned to Class Alpha Shares is USD. Class Alpha CHF Shares started trading in September 2025 at an initial offering price of CHF 1,000.Class I Shares started trading in May 2005 at an initial offering price of USD 1,000. and Class Y-USD Shares started trading in October 2007and Class Y-CHF started trading in January 2024 also at an initial offering price of USD 1,000 and CHF 1,000. On June 19, 2009, the original Class I shares have been renamed as Class-I-USD. At the same time, two additional Share Classes, Class I-CHF and Class I-EUR have been created. Both Class I-CHF Shares and Class I-EUR Shares have not yet commenced trading as of the date of this Offering Memorandum. They are offered during the initial offering period (such period to be determined by the Board) at a price equal to the Class I-USD Net Asset Value as of the previous month's Valuation Date, converted to the currency of the respective Class (CHF or EUR, as the case may be) at the then applicable month-end currency rate and adjusted for 1-month libor back to the date when Class I-USD started trading on May 1, 2005.. The Company also maintains the right to offer additional Classes of Shares in the future on the terms and conditions as set down in the Memorandum of Association and Articles of Association of the Company, as hereafter amended. All classes invest in the same pool of investments but the Net Asset Value, risk and performance of shares of different classes will differ. For purposes of calculating fees and commissions, each Class of Shares is treated as a separate entity. However, in the unlikely event that the net assets of one class are not sufficient to meet its financial obligations, then the assets of any class may be used.

In addition, the Company has issued 10 Voting Non Participating Shares (the "Management Shares") to the Board of Directors of the Company (the "Board").

INVESTMENT OBJECTIVE AND POLICY

The Company's investment objective is to achieve substantial long-term capital growth through investments in commodity and financial futures and options, non-correlating to movements in stock and bond markets, short-term income securities such as treasury bills, money market instruments and non-traditional/alternative investment vehicles, including funds of any kind. However, there is no guarantee that the Company will be successful in meeting its investment objective.

Share Class Alpha and Share Class Alpha CHF: The Investment Manager invests the assets of Class Alpha by utilizing a proprietary trading program, called TTP (Take The Points). This trading program is the result of ten years of intensive research and constant improvement of two independent trading systems. It is built on a formula to measure commercial supply and demand and engages in commodity and financial futures trading. Strict risk control and a wide diversification in over 15 markets are the crucial elements of the program. The Investment Manager is responsible for the day to day supervision of the trading program.

Share Classes I-USD, I-CHF and I-EUR: The Investment Manager invests a major portion of the assets of the three Share Classes I by utilizing the same proprietary trading program TTP as Share Class Alpha. In addition, the Investment Manager invests the remaining assets of the Share Classes I in one or more hedge funds managed by managers with extensive investment experience, sound reputation and proven track record.

Share Class Y: The Investment Manager will invest the assets of Share Class Y by utilizing the same proprietary trading program TTP as Share Class Alpha. Share Class Y will use approximately two times the leverage associated with Share Class Alpha (as described above). The average "Margin to Equity Ratio" of Share Class Y will be approximately 16%.

All six Share Classes, Alpha, I-USD, I-CHF, I-EUR, Y-USD and Y-CHF, will trade the TTP Trading Program in a joint trading account (the "Trading Account").The monthly net Trading Account profit or loss will be allocated pro-rata to each of the six Share Classes based on the portion of assets each Share Class maintains in the Company at the beginning of the trading month, plus any leverage, if applicable.

To the extent that the Company's assets are not invested and during periods in which the Investment Manager believes that economic, financial or political conditions make it advisable, or opportunities for capital appreciation are limited or for defensive purposes, the Company may invest in short-term debt securities or hold cash. In addition, the Company may place all or part of its assets in temporary investments for cash management purposes pending investments of initial or subsequent subscription monies in accordance with the Company's investment objective, or in order to meet its operational expenses.

The Board has overall responsibility for the investment policy of the Company.

The Company intends to act in observance of the following trading policies:

- As described above, the Investment Manager trades the assets of Share Classes Alpha, Share Class Alpha CHF and I at a standard degree of leverage. The Investment Manager will trade the assets of Share Classes Y at double the leverage of the Share Class Alpha and Share Class Alpha CHF.

- The Company is not allowed to borrow funds except in connection with delivery of commodities or to the extent that the Company avails itself of lines of credit for trading forward contracts.
- The Company may employ the trading technique known as "spreading". "Spreading" involves the simultaneous buying and selling of futures or forward contracts in the same commodity but for different delivery dates, in an attempt to achieve profits from a widening or narrowing movement of prices.

- The Company does not presently intend to take delivery of any commodities
.
- The Company may engage in physical or cash commodity transactions, and the position may or may not be hedged.

- In the course of investing into the proprietary trading program TTP, as described above, all Share Classes will contribute to the same trading pool of assets. Profits and losses on the TTP trading program will be allocated *pro rata,* based on the portion of assets each Share Class maintains in the Company at the beginning of the trading month, plus any leverage, if applicable.

- The Company intends to conform with the rules and regulations of the exchanges on which its trades are executed.

- The Company intends to conform to the rules and regulations set forth by the exchange, bank, clearing broker or any similar entity, which the Investment Manager or the Company may deal with from time to time.

- The above policies and intentions may be changed by the Company, but the Company will notify Shareholders of all material changes.

INVESTMENT ADVANTAGES

In the opinion of the Investment Manager, potential advantages of investing in the Company include the following:

Limited Liability. The liability of investors in the Company is limited to the value of their investment. Investors dealing directly in many of these instruments may incur unlimited liability and may be individually subjected to margin calls. By contrast, Shareholders in the Company can participate in such trading without incurring these risks.

Professional Trading Management. Professional trading management can provide the sophisticated analysis, continuous monitoring and disciplined trading essential to successful operations in these markets. Individuals not professionally involved may lack the expertise, inclination, time or resources to conduct such activities personally.

Investment Diversification. An investor who is not prepared to spend substantial time trading these instruments in these markets may nevertheless participate in the markets through the Company, thereby obtaining diversification from other investments. The Board believes that the Company's profit potential does not depend on favorable economic conditions and that the Company is as likely to be profitable during periods of declining stock, bond and real estate prices as at other times. Conversely, the Company may be unprofitable during periods of generally favorable economic conditions.

Portfolio Diversification. In addition to providing an opportunity for an investor to diversify from other investments, the Company provides an opportunity for substantial portfolio diversification. The Company's breadth of trading enables an investor to trade with substantially greater market diversification than would be possible trading an individual account of a size comparable to that of the minimum investment in the Company.

RISK FACTORS AND CONFLICT OF INTEREST

An investment in the Company entails a significant degree of risk and is suitable only for persons who can bear the economic risk of loss of their investment, who have limited need for liquidity in their investment and who are either sophisticated persons in connection with financial and business matters or are represented by such a person. The short-term performance of the Company's investments may fluctuate significantly, although the Board will seek to achieve significant gains over the longer term. The Company is, therefore, not suitable for short term investments. Among the risk factors involved in connection with an investment in the Company are the following factors, which should be carefully considered by prospective investors before making an investment in the Company.

Risks Associated with the Company

Non-Transferability of Shares. Investors may acquire Shares in the Company only for investment and not for resale, and the Shares are transferable only with the Administrator's consent. There will be no resale market for the Shares. Consequently, Shareholders will only be able to dispose of their Shares by means of redemption on a Redemption Date (and, in certain circumstances, the right of redemption may be limited or suspended – see "Redemptions").

Experienced Investors. While investment in the Company does offer the potential of high returns it also involves a correspondingly high degree of risk and is only considered appropriate for sophisticated or professional investors who can afford the speculative risk associated with trading in these markets. Each potential investor in Shares must have enough knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of such an investment. Each investor represents that he satisfies these and other criteria set forth herein and that he is acquiring the Shares for investment.

Multiple Classes Of Shares. The Company may issue several Classes of Shares. The individual Classes may have different fee structures and each Class of Shares will have a separate net asset value. It is intended by the Company that investors in one Class will have no claim on the assets of the Company attributable to another Class of Shares. However, since the Company is a single legal entity under the laws of the Commonwealth of The Bahamas, and each Class of Shares is not, all assets of the Company would be available to satisfy third party creditors, including the Company's broker. Furthermore, it may be that in a bankruptcy or insolvency proceeding, the Company's assets would be aggregated without regard to Classes of Shares. The Directors are not currently aware of any such existing or contingent liability.

Lack of Regulation. The Company is not, and will not be registered with, or regulated by, any securities or governmental authority, except for the Securities Commission of The Bahamas. Accordingly, the benefits of any other such registrations and regulations, are not, and will not be applicable to the Company or available to its Shareholders. In licensing the Company, the Securities Commission of The Bahamas does not accept any responsibility for the financial soundness of the Company or for the accuracy of any of the statements made or opinions expressed herein.

Conflicts Of Interest. The Company is subject to several conflicts of interest. Among them:
(a) the Investment Manager is not required to devote its full time to the Company;
(b) the Investment Manager may have conflicts of interest when allocating investment opportunities between the Company and its other clients. However, when making investments where a conflict of interest may arise, the Investment Manager will act in a fair and equitable manner as between the Company and its other clients;
(c) in structuring the Company, the Board has not retained separate legal counsel to represent the investors;
(d) the terms of the Offering Memorandum and the compensation of the Investment Manager were not set at arms-length negotiations;
(e) the allocation of not to exceed 20% percent of net capital appreciation to the Investment Manager as an incentive fee may create an incentive for the Investment Manager to cause the Company to make investments that are riskier or more speculative than it would otherwise make;

Every effort will be made to resolve any conflicts of interest, which may arise, in good faith and in a manner that is fair to all such interests.

Lack of Control and Reliance on Board. Except to the extent that the Articles of Association of the Company or the laws of The Bahamas accord Shareholders certain rights with respect to corporate matters, the Shareholders will have no right to participate in the management of the Company or in the control of its business. Accordingly, no person should purchase any Shares unless he is willing to entrust all aspects of management of the Company to the Board. The Company's success will depend completely on the efforts of the Board and its Investment Manager. The Board will give complete investment policy discretion to the Investment Manager and will not monitor any of the Company's investments on a daily basis.

Counterparty Risk. The Company may be subject to risk of loss of its assets on deposit with a broker, FX dealer or bank in the event of their bankruptcy or insolvency, or that of any broker through which the broker executes and clears transactions on behalf of the Company, or the bankruptcy or insolvency of an exchange or clearing house. In the case of any such bankruptcy or insolvency, the Company might recover only a pro rata share of all property available for distribution to all of the counterparty's customers. Such amount may be less than the amounts owed to the Company.

Risk of Leverage. The Company may use leverage in its investments, consistent with the restrictions on the borrowing of funds, as outlined in the "Investment Objective and Policy" section. In addition, the Investment Manager may allocate the Company's assets to investment vehicles, which may utilize leverage in their investment program. The use of leverage, while providing the opportunity for a higher return on investments, also increases the volatility of such investments and the risk of loss. Investors should be aware that an investment program utilizing leverage is inherently more speculative, with a greater potential for losses, than a program that does not utilize leverage.

Risk of Leverage – Multiple Classes of Shares. The Investment Manager will trade the assets of Share Classes Alpha, I-USD, I-CHF and I-EUR in accordance with the TTP Trading Program at its standard degree of leverage. The Investment Manager will trade the assets of Share Classes Y in accordance with the TTP Trading Program at approximately double the leverage of Class Alpha and Class Alpha CHF. Since the Company is a single legal entity under Bahamas law, and each Class of Shares is not, Classes Alpha, I-USD, I-CHF and I-EUR Shareholders should be aware that due to the higher leverage rate of Classes Y they may, in the case of default or similar event by Classes Y, assume the risk of, but not the benefits of such higher leverage.

Indemnification. The Company will indemnify the Investment Manager and other service providers and their respective principals and affiliates against various liabilities they may incur in providing services to the Company, provided the indemnified party meets the standard of conduct specified in the applicable agreement's indemnification clause and the indemnification standards as set down in the Articles of Association of the Company. The Company's indemnification obligations could require the Company to make substantial indemnification payments.

Substantial Fees and Costs. The Company will be obligated to pay substantial transaction fees (commissions), costs and expenses, regardless of whether the Company realizes profits. The Company is also subject to the payment of management fees to the Investment Manager whether or not the Company is profitable. The Company will therefore be required to make trading profits of a substantial magnitude to avoid depletion or exhaustion of its assets from the charges and expenses to which the Company will be subject.

Incentive Fees. Incentive fees to be paid to the Investment Manager will be based on realized and unrealized gains and losses as of the end of the applicable payment period. As a result, incentive fees could be paid on gains that may never be realized.

Preferential Treatment. As shares can be sold continuously, existing Shareholders may have paid an incentive fee for new appreciation. If, after such payments the share value is reduced, no new incentive fee will become due until a new high value has been reached. New Shareholders may, under certain circumstances, benefit from such new advance since the incentive fee paid by older Shareholders was not charged to them. The Board believes that differences of this type will not be substantial and that the alternative of issuing different series of shares each month would cause continuing administrative expenses to be borne by the Company far in excess of the benefit derived from a more equitable distribution of charges.

Non-Exclusive Services of the Investment Manager. The Investment Manager or its principals may also act as Investment Managers, Investment Advisors or Trading Advisors for other pools or accounts. The Company's performance will not necessarily track or correlate to the performance of any other pools or accounts operated, managed or advised by the Investment Manager or its principals. The Investment Manager does not believe that the involvement with other pools or accounts will significantly impact its ability to act as the Investment Manager for the Company.

Portfolio Valuation. The assets of the Company and the Company's NAV will be calculated as described under "Net Asset Valuations", using standard independent pricing sources, if available. Illiquid securities and other special situations involving uncertainties as to the valuation of the portfolio positions could have a significant impact on the Company's NAV and consequently may affect the amount of fees paid to the Investment Manager. However, in the absence of bad faith or manifest error, valuation computations by the Administrator will be conclusive and binding. In addition, Share Classes I-USD, I-CHF and I-EUR will invest in investment vehicles that are not quoted on any recognized securities market or traded over-the-counter. In those cases, the net asset value per share of the investment vehicles calculated by their administrators is used by the Administrator of the Company for the purpose of calculating the Net Asset Value per Share. Neither the Investment Manager, the Administrator nor the Board will be able to confirm the accuracy of the valuation provided. 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 calculations of the Company. However, in the absence of bad faith or manifest error, valuation computations by the Administrator will be conclusive and binding.

Potential Loss. As is true of any investment, an investor in the Company could lose all or a substantial portion of his investment.

Economic Conditions. The success of any investment activity is affected by general economic conditions. Changes in economic conditions, including, for example, interest rates, inflation rates, industry conditions, competition, technological developments, political and diplomatic events and trends, tax laws and innumerable other factors, can substantially and adversely affect the business and prospects of the Company. None of these conditions will be within the control of the Investment Manager or the Board.

Effect of Substantial Redemptions. Substantial Redemptions by shareholders, within a short period of time could require the Company to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the Company's assets. The resulting reduction in the Company's assets could make it more difficult to generate a positive rate of return or to recoup losses due to a reduced equity base. Substantial redemptions might also cause the liquidation of the Company.

Compulsory Redemption. Under the terms of the Offering Memorandum, the Board may in its sole discretion at any time, require any Shareholder (or his assignee, if any) to redeem all or a portion of such Shareholder's Shares in the Company at any month-end on written notice. Such mandatory withdrawal may create adverse tax and/or economic consequences to the investor.

Changes in Applicable Law. The Company must comply with various legal requirements, including requirements imposed by the securities laws and tax laws in various jurisdictions. In addition, laws relating to transactions in which the Company enters (such as, without limitations, the derivative transactions) may also be subject to change. Should any of those laws change, the legal requirements to which the Company may be subject could differ materially from current requirements and adversely impact the Company.

Assets valued in U.S. Dollars "USD". The Net Asset Value of Share Classes A, I-USD and Y will be calculated in USD including for purposes of redemption. Consequently, investors in these Share Classes are subject to the risk of exchange rate fluctuations between the value of the USD and their native currency. Further, some of the Company's investments may be in Non-USD denominated instruments. This may subject the Company to currency valuation losses.

Assets valued in Swiss Francs "CHF". The Net Asset Value of Share Class I-CHF will be calculated in CHF including for purposes of redemption. Consequently, investors in the Company are subject to the risk of exchange rate fluctuations between the value of CHF and their native currency. Further, some of the Company's investments may be in Non-CHF denominated instruments. This may subject the Company to currency valuation losses.

Assets valued in Euro "EUR". The Net Asset Value of Share Class I-EUR will be calculated in EUR including for purposes of redemption. Consequently, investors in the Company are subject to the risk of exchange rate fluctuations between the value of the EUR and their native currency. Further, some of the Company's investments may be in Non-EUR denominated instruments. This may subject the Company to currency valuation losses.

Past Performance Information. Past results are not necessarily indicative of future performance. No assurance can be given that the Investment Manager will achieve the Investment Objective of the Company and that profits will be achieved or that substantial losses will not be incurred.

Trading Risks

Illiquidity. The markets for the instruments in which the Company invests could experience periods of illiquidity, which could prevent the prompt liquidation of positions and could subject it to substantial losses.

Lack of Diversification. The Company is not required to maintain a diversified portfolio. Accordingly, the investment portfolio of the Company may be subject to more rapid changes in value than would be the case if the Company were required to maintain a wide diversification among companies, industries or type of investments.

Limitation on Hedging Techniques. The Company may in certain cases employ various hedging techniques to reduce the risk of investment positions. A substantial risk remains, nonetheless, that such techniques will not always be available and when available, will not always be effective in limiting losses.

The Futures Market

Futures Contracts. Futures contracts are traded on organized exchanges and call for the future delivery of various agricultural and nonagricultural commodities, currencies or financial instruments at a specified time and place. These contractual obligations, depending on whether one is a buyer or a seller, may be satisfied either by taking or making physical delivery of an approved grade of the particular underlying asset (or, in the case of some contracts, by cash settlement) or by making an offsetting sale or purchase of an equivalent futures contracts on the same (or a linked) exchange prior to the designated date of delivery.

Volatility of Futures Markets. Futures prices have been subject to periods of volatility in the past and such periods may recur. Price movements of futures contracts are caused by many unpredictable factors.

Possible Lack of Liquidity. The daily price fluctuation limit is the maximum permitted fluctuation in the price of a futures contract that can occur on an exchange on a given day in relation to the previous day's settlement price. Such limits are imposed by the exchanges. The exchanges prohibit the execution of trades at prices beyond the daily limit. Once the price of a futures contract has increased or decreased by an amount equal to the daily limit, positions in the contract generally cannot be taken or liquidated unless traders are willing to effect trades at or within the limit. Futures prices have occasionally moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Company from promptly liquidating unfavorable positions and subject it to substantial losses. Any factor which would make it more difficult to execute timely trades, such as significant lessening of liquidity in the futures market, would also be detrimental. The regulators and the exchanges have authority in market emergencies to suspend or otherwise limit trading.

Margin Deposit. The initial margin deposit is the minimum amount of funds that must be deposited by an investor with the broker in order to initiate trading or to maintain the investor's open positions. The maintenance level is the amount to which an investor's account may decline before he must deposit additional margin (maintenance margin). In futures trading, the margin deposit represents a security deposit to help assure the investor's performance of his futures contracts; it does not represent payment of any portion of the purchase price of the underlying assets. Futures contracts are customarily bought and sold on margin that generally ranges from less than two to approximately fifteen percent of the value of the contract being traded. Due to this low margin deposit, price fluctuations occurring in futures markets may create profits and losses that are greater than are customary in other forms of investment or speculation relative to the level of investment.

Leverage. A futures position can be established with the payment of a deposit (margin) that is small relative to the total value of the futures contract. Thus, a small movement in the price of the contract can result in a substantial loss relative to the margin deposit. For example, if the margin deposit were 5%, a 5% adverse movement in the value of a futures contract would generate a loss equal to the margin deposit. The Company could lose a substantial portion of its capital because of this leverage.

Speculative Nature of Futures Trading. Trading futures contracts is speculative, volatile and highly leveraged. Futures contracts, unlike many securities, do not pay any dividends or interest. Profits can be made in futures trading only by selling a contract at a higher price than that at which it was bought or by buying a contract at a lower price than that at which it was sold. Such prices are volatile and, in general, are influenced by a number of external factors, including, but not limited to, changing supply and demand relationships, agricultural, trade, fiscal, monetary and exchange control programs and policies of governments, national and/or international political and economic events and policies; and changes in interest rates.

Possible Effects of Speculative Limits. Regulators and the exchanges may establish limits on the maximum net long or net short futures positions which any person or group of persons acting together may hold or control. Any futures owned or managed by the Investment Manager including the Company's account, must be combined for position limit purposes. The Investment Manager believes that the current limits will not adversely affect the Company's trading. However, it is possible that trading decisions may have to be modified and positions held by the Company may have to be liquidated in order to avoid exceeding such limits.

Trading on Exchanges located in jurisdiction other than the U.S. Trading may occur on exchanges located outside the U.S. Trading on such markets is not regulated by any U.S. government agency and may involve certain risks not applicable to trading on U.S. exchanges. Some non-US exchanges, in contrast to U.S. exchanges, are principal markets in which performance is the responsibility only of the individual member with whom the trader has entered into a futures contract and not of an exchange or clearing corporation.

Options on Futures. The Company may trade options. An option is the right, acquired for a price (commonly called a premium), to buy or sell a futures contract at a predetermined price within a specified time. Such trading involves risks similar to those involved in trading futures contracts, in that options are speculative and highly leveraged. Specific market movements of the futures contract underlying an option cannot accurately be predicted. The purchaser of an option is subject to the risk of losing the entire purchase price of the option. The seller or writer of an option is subject to the risk of loss resulting from the difference between the premium received for the option and the price of the futures contract underlying the option, which the writer must purchase or deliver upon exercise of the option. If an option is bought (either to purchase or sell a futures contract), a premium, representing the market value of the option must be paid. Unless it becomes profitable to exercise or offset the option before it expires, the entire amount of the premium would be lost. Conversely, if an option is written or sold (either to purchase or sell a futures contract), the premium would be credited but a margin deposit would be required (which will, in all cases, exceed the premium received) due to its contingent obligation to take the underlying futures position in the event the option is exercised. Option sellers are, unless hedged, subject to the potentially infinite loss that may occur in the underlying futures position (less any premium received).

Other Risks

Investment in Other Funds. The Company may invest in other funds. The Company will be liable to those funds only for the amount of its investment plus any undistributed profits. The Company's initial policy of investing in funds (or similar investment vehicles), as distinguished from direct participation in the markets through individual managed accounts or directly purchasing and selling securities, has several potential disadvantages. Those investments may increase the Company's expenses, since the Company will have to pay its pro-rata share of the expenses borne by all investors in the funds, and the funds may have higher expenses than managed accounts or direct investments in the underlying securities. The funds in which the Company might invest could: (a) change trading policies, strategies or traders without prior notice to the Company; (b) substantially restrict the ability of their investors to withdraw their capital; (c) be new ventures with little or no operating history and/or (d) use leveraging or derivatives aggressively.

In addition, one or more of the funds in which the Company may invest might, from time to time, become closed to new investments. As a result, the Company would no longer be able to increase the size of investments in such funds. Therefore, if the Company were to continue to sell additional interests, the relative portion of the Company's assets committed to a particular fund might necessarily be reduced relative to the Company's investments in other funds or managed accounts.

The Company may allocate the Company's assets to investment vehicles, which may utilize leverage in their investment program. The use of leverage, while providing the opportunity for a higher return on investment also increases the volatility of such investments and the risk of loss. Investors should be aware that an investment program utilizing leverage is inherently more speculative, with a greater potential for losses, than a program that does not utilize leverage.

From time to time, the Investment Manager may decide to reduce the size of the Company's investment in a particular fund and increase the Company's allocation to another fund or a new fund. Because these funds in which the Company may invest typically require a significant time to process redemption requests following the effective redemption date, it may therefore be necessary for a portion of the Company's assets to remain uninvested for a significant period in order to reallocate from one fund to another. The effect of this reallocation period may be to reduce the Company's overall performance.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in this offering. Potential Shareholders should read the entire memorandum, including exhibits and appendices, before determining to invest in the Company.

MANAGEMENT

The following are the Directors and Officers of the Company:

Director:	Office:	Principal Occupation:
Mr. Vincent King	President	Executive
Mrs. LaTonia Symonette-Tinker	Vice President	Executive

Vincent L. King

Mr. King is a Financial Services Professional. From January 2014 to September 2023, he was a Director and Vice-President with Bahamas Personal Management Services Ltd. ("BPMSL") in Nassau, a professional corporate and financial services provider. From February 1996 until December 2013, he held the position of Managing Director of Swiss Financial Services (Bahamas) Ltd., a boutique fund administrator situate in Nassau, Bahamas. Prior to that, Mr. King was employed by BankAmerica Trust and Banking Corporation (Bahamas) Ltd. as an assistant vice president of the mutual fund department and prior to that he was the controller of the bank. From 1985 until April 1992, he held a number of positions at Security Pacific Bank and Trust, Nassau, Bahamas including the position as controller. Mr. King received his education from St. Augustine's College in Nassau and holds a B.S. in Accounting from City University of Seattle, Washington, USA. In addition, Mr. King has passed the NASD Series 7 examination and holds a Certificate in paralegal studies from the Institute of Legal Executives (ILEX) in the United Kingdom. Mr. King also holds a Diploma in Hedge Fund Administration from CLT International in conjunction with the University of Manchester Business School in the United Kingdom. Mr. King's address is: 25 Anns Drive, Winton Meadows III, P.O. Box EE-15058, Nassau, The Bahamas.

LaTonia Symonette-Tinker
Mrs. LaTonia Symonette-Tinker has more than 25 years' experience in the financial services sector where she has built and developed an exemplary professional career. She is the Founder, President & Managing Director of The Bayshore Group LLC in Nassau, The Bahamas, a professional financial and corporate services provider established in 2014 which provides support for financial institutions and professionals around the world. In her current role at The Bayshore Group, LaTonia leads strategic business development, strengthened client relationships, change and program management, and guides the success of high-performing staff. She is a former Consultant for The Bahamas government in the office of the Ministry of Financial Services on the promotion and policy development of the financial services sector. She is a frequent presenter on Anti-Money Laundering and Compliance Legislation, Regulation, as well as International Regulatory Initiatives and Strategies. She is a Certified Anti-Money Laundering and Compliance Specialist (CAMS), and holds two internationally accredited university level diplomas in Compliance and Anti-Money Laundering from the International Compliance Association (ICA). She also holds a BS in Marketing Management from St. Peter's University, New Jersey and Law CPE (Accelerated Postgraduate Equivalent to the LLB) from University of London, City University, London, England. She is the Chairperson for the Bahamas Financial Services Board (BFSB) and sits on the Advisory Board of the Association of Financial Crime Specialists (ACFCS) in Miami, Florida. Mrs. Symonette-Tinker completed the University of Pennsylvania, Wharton School Corporate Governance – Maximize Your Effectiveness in The Boardroom program, in this vein she holds board directorships for several financial institutions..

The Directors act in a non-executive capacity.

The Board is not responsible for the day to day operations and administration of the Company, nor is it responsible for making or approving any investment decision. The Company's Memorandum and Articles of Association provide that the Directors shall not be liable to the Company for any acts or omissions in the performance of their duties in the absence of negligence or willful default or as otherwise required by law, and contain provisions for the indemnification of the Directors of the Company, to the extent permitted by law, against liabilities to third parties arising in connection with the performance of their services.

INVESTMENT MANAGER

The Company has retained, as its Investment Manager, Nordlicht Wealth Management AG (the "Investment Manager"). The Investment Manager is a Swiss-based portfolio manager, founded in July 2025, providing independent, professional investment services to institutional and private clients. The Investment Manager has its offices at Bahnhofstrasse 61, 9315 Neukirch (Egnach), Switzerland.

Mr. Urs Dörig is the senior executive of the Fund's investment strategy. He is an independent asset advisor specializing in financial and commodity futures. He has been active in this investment sector for over 20 years He is a graduate in science of the University of Zurich, Switzerland. From 1984 until 1988 he was employed by Credit Suisse, St. Gallen, Switzerland. He spent considerable time in the U.S. where he acquired extensive experience in futures and options trading. In 1992 he started his own asset advisory business. His business address is: Lehnstrasse 39, CH-9050 Appenzell, Switzerland.

The duties of the Investment Manager will include allocating and reallocating the Company's assets for trading, contract negotiations, regulatory compliance and preparation of investor materials, reports and marketing information. The Investment Manager will monitor the performance of the Shares on a day-to-day basis, as well as the individual performance of each investment. The Investment Manager will coordinate with the Company's Administrator, Swiss Financial Services (Ireland) Limited, concerning the performance of all accounting and administrative services, which are necessary in connection with the Company's operations

The Investment Manager is licensed by the Swiss Financial Market Supervisory Authority (FINMA) as a portfolio manager within the meaning of Article 17 and as a manager of collective assets within the meaning of Article 24 paragraph 2 letter a of the Swiss Financial Institutions Act (FinIA) and is a member of a Self Regulatory Organization for financial intermediaries in accordance with Swiss Anti-Money Laundering Regulations.

The Investment Manager is granted full discretion over the matters relating to the manner, the method and timing of investments and transactions.

ADMINISTRATOR

The Company has appointed Swiss Financial Services (Ireland) Limited as Administrator of the Company pursuant to an Administration Agreement between the Company and the Administrator described under the heading "Material Contracts" below. Swiss Financial Services (Ireland) Limited provides a broad range of organisational, accounting, valuation, reporting, registrar and transfer agency and general administrative services to institutional clients and to pooled trading funds. Swiss Financial Services (Ireland) Limited was authorized on 23 May 2003 by the Irish Financial Services Regulatory Authority (the "Financial Regulator") under Section 10 of the Investment Intermediaries Act,1995 to provide administration services to collective investment schemes, and was issued a "Restricted Investment Fund Administrator License" by the Securities Commission of The Bahamas on March 16, 2007. In particular, the duties of the Administrator include the calculation of the Net Asset Value of the Shares of the Company and the provision, on behalf of the Company, of all the administrative and accounting services which it requires.

The Administrator may, in the conduct of the Company's business, instead of acting personally, appoint or employ agents and advisers to transact any business and to do all acts required to be done under the Administration Agreement.

It should be noted that in relying on information furnished by other persons in performing services for the Company, neither Swiss Financial Services (Ireland) Limited nor its Directors and Officers are responsible or liable for the accuracy of the underlying data. Swiss Financial Services (Ireland) Limited in no way acts as guarantor or offeror of the investment described therein and is not responsible for the actions of the sales agents and prime brokers the Board may select.

The Administration Agreement provides that the appointment of the Administrator will continue in force until terminated by either party giving the other not less than 90 days' written notice although in certain circumstances the appointment may be terminated forthwith by notice in writing by either party to the other. This Agreement contains certain indemnities in favor of the Administrator which are restricted to exclude matters arising by reason of the negligence, fraud, bad faith, willful misfeasance or reckless disregard of the Administrator in the performance of its obligations and duties.

BROKERAGE AND CUSTODY

Custody of substantially all of the Company's assets not invested in funds of any kind will be with one or more independent qualified brokerage firms, banks or other financial institutions (the "Clearing Broker") selected by the Investment Manager.

Interactive Brokers LLC will serve as the Company's Clearing Broker and as such will arrange for the execution and clearing of the Company's futures and options on futures transactions.

Interactive Brokers Group, Inc., together with its subsidiaries, is an automated global electronic market maker and broker specializing in routing orders and executing and processing trades in securities, futures and foreign exchange instruments on more than 100 electronic exchanges and trading venues around the world.
For the past 39 years Interactive Brokers has focused on applying technology to every part of the trading and settlement process. Through our highly automated technology, we execute trades for our customers on exchange and market centers in 19 countries, and group-wide we clear and settle over 1,000,000 trades per day. Our global reach, substantial equity capital and low-risk business model give us a unique competitive advantage in today's rapidly changing markets.
Interactive Brokers Group, Inc.'s consolidated equity capital exceeds $5 billion.
Interactive Brokers provides professional traders and investors with electronic access to stocks, options, futures, forex, bonds and mutual funds from a single IB Universal Account.
Interactive Brokers is headquartered in Greenwich, Connecticut and has approximately 960 employees in its offices in the USA, Switzerland, Canada, Hong Kong, UK, Australia, Hungary, Russia, Japan, India, China and Estonia.
IB is regulated by the SEC, FINRA, NYSE, FCA and other regulatory agencies around the world.

For its investments in funds of any kind, the Company will not use the services of a custodian. However, in the event a custodian is required, the Board is authorized to appoint such custodian.

The investor should be advised that the Clearing Broker is not affiliated with and does not act as supervisor of the Company or the Company's commodity trading advisors, investment managers, trustees, general partners, administrators, transfer agents, registrars or organizers. Additionally, the Clearing Broker is not acting as underwriter or sponsor of the offering of any shares or interests in the Company and has not passed upon the merits of participating in the Company.

The Clearing Broker has not passed upon the adequacy of this Offering Memorandum or on the accuracy of the information contained herein. Additionally, the Clearing Broker does not provide any commodity trading advice regarding the Company's trading activities. Investors should not rely upon the Clearing Broker in deciding whether to invest in the Company or retain their interests in the Company.

The selection of the Company's Clearing Broker may be changed from time to time by the Investment Manager. The Clearing Broker holds substantially all the securities, money and other assets of the Company not invested in funds of any kind. The Clearing Broker is authorized to deal with the Company's assets on instructions from the Investment Manager but may not transfer any assets to the Investment Manager without approval for such transfer from the Company's Board. The fees payable to the Clearing Broker will be based upon the standard schedule of fees charged by the Clearing Broker for similar services from time to time. "Bid-ask" spreads are paid on all forward trades executed for the Company.

BANK

The Company has entered into banking arrangements with Barclays Private Clients International Limited, Barclays House, Victoria Street, Douglas, Isle of Man, IM99 1AJ.

Barclays Private Clients International Limited is 100% owned by Barclays Bank PLC and is regulated by the Financial Conduct Authority. Neither Barclays Bank nor any of its affiliates have any responsibility for, and do not in any way guarantee the performance of the Company. The fees payable shall be based upon the standard schedule of fees charged by Barclays Bank for similar services. Barclays Bank will not handle any commodity, securities or futures trades for the Company.

FEES AND EXPENSES

Management Fees.
Each Class of Shares will pay the Investment Manager a monthly Management Fee based upon the Net Assets of the Company as of the end of each month, whether or not the Company is profitable.

Share Class Alpha: The monthly Management Fee of Class Alpha will equal 0.1666 % (2 % annual rate) of Net Assets as of the end of each month, without reduction for any distributions, redemptions, selling commissions or incentive fees payable as of the end of such month.

Share Class Alpha CHF: The monthly Management Fee of Class Alpha CHF will equal 0.1666 % (2 % annual rate) of Net Assets as of the end of each month, without reduction for any distributions, redemptions, selling commissions or incentive fees payable as of the end of such month.

Share Classes I-USD, I-CHF and I-EUR: The monthly Management Fee of Classes I-USD, I-CHF and I-EUR will equal 0.125 % (1.5 % annual rate) of Net Assets as of the end of each month, without reduction for any distributions, redemptions, selling commissions or incentive fees payable as of the end of such month.

Share Classes Y-USD and Y-CHF: The monthly Management Fee of Class Y-USD and Y-CHF will equal 0.1666 % (2 % annual rate) of Net Assets as of the end of each month, without reduction for any distributions, redemptions, selling commissions or incentive fees payable as of the end of such month.

Net Assets of the Company, for management fee purposes, are defined as the sum of its cash, cash equivalents, plus the market value of all open positions and other assets, less all accrued liabilities, except for accrued incentive fees.

Incentive Fee.
Share Class Alpha: The Investment Manager is entitled to receive an annual Incentive Fee (with high-water mark) of 20% of the Net New Profits (as described below) for the calendar year.

Share Class Alpha CHF: The Investment Manager is entitled to receive an annual Incentive Fee (with high-water mark) of 20% of the Net New Profits (as described below) for the calendar year.

Share Class I-USD, I-CHF and I-EUR: The Investment Manager is entitled to receive aannual Incentive Fee (with high-water mark) of 15% of the Net New Profits (as described below) for the calendar year.

Share Class Y-USD and Y-CHF: The Investment Manager is entitled to receive an annualIncentive Fee (with high-water mark) of 20% of the Net New Profits (as described below) for the calendar year.

The determination of the Incentive Fee by the Administrator is binding and conclusive on the Shareholders and the Company, and once payable the Incentive Fee will not be affected by any subsequent losses of the Company.

If the Investment Management Agreement is terminated as of a date other than the last day of the calendar year, the Investment Manager's incentive fee will be calculated as if each such Shareholder had redeemed all of his Shares on the date of termination.

Net New Profits are:
(a) the sum of the net of realized profits and losses during the year, plus the change in unrealized profits and losses on open positions during the year, plus interest income for the year; minus (b) the sum of all paid and accrued commissions, fees and expenses (other than the incentive fee), less the total of any carry forward losses, as defined below, as of the beginning of the year. If Net New Profits for any year are negative, that negative amount will be the carry forward loss for the following year and must be recouped before an incentive fee is payable.

The carry forward loss will be reduced (solely for the purpose of computing Net New Profits) if Shares are redeemed when there is a carry forward loss. The reduced carry forward loss after redemptions will be equal to the NAV immediately after the redemptions divided by the NAV immediately before the redemption, multiplied by the carry forward loss before the redemption. The purpose of the carry forward loss reduction is to adjust for the fact that the Net Asset Value base of the Company has decreased.

On each month end on which Shares are redeemed (other than the end of the year) the Investment Manager shall be entitled to receive the portion of the Incentive Fee (if any) accrued for that year equivalent to the percentage of the Shares to be redeemed on that month end.

Operational Expenses. Each class of Shares will incur operational expenses, which include, but are not limited to the administrative fee of the Administrator, annual audit fees, monthly bank maintenance fees, annual government and registration fees, offering expenses, legal fees and remuneration to its Board. Expenses, which are not specifically attributable to a particular class of shares, will be allocated proportionately to each class based on assets.

Sales Commission. An up front sales commission of up to 3 % may be charged to all subscriptions. Sales commissions are paid to the Investment Manager and will be used to compensate sales intermediaries.

NET ASSET VALUATIONS

The Net Asset Value of each Share Class of the Company ("NAV") will be calculated by the Administrator as of the last business day (the "Business Day") of the month (the "Valuation Date"), in accordance with accounting principles generally accepted in the United States. The Net Assets of each Share Class of the Company are its total assets, including all cash and cash equivalents, the market value of all open positions and the market value of other assets, less management and incentive fees accrued or payable and all other liabilities. Share Classes **Alpha**, **I-USD, I-CHF, I-EUR, Y-USD** and **Y-CHF** will be allocated *pro rata* profits and losses of the TTP trading program, based on the portion of assets each Share Class maintains in the Company at the beginning of the trading month, plus any leverage, if applicable. Rather than hedging FX exposure of the I-CHF and I-EUR Classes, the Company may maintain a cash balance in the respective currency, equivalent to the USD exposure of the Class. Interest earned on USD accounts will be allocated pro-rata to the three USD Classes, while interest earned by the CHF and EUR Classes will be credited to the respective Class and not allocated *pro rata.*

In general, portfolio securities are valued at the last reported sales price or settlement price on the principal exchanges or markets on which the securities are traded, or in the case of investments in unlisted funds at the last sales price or net asset value quoted by the unlisted fund. In the case of securities or other assets which are not readily marketable or in the absence of quoted values, such assets are priced at the last sales price quoted by the market maker or at fair value as determined by or at the discretion of the Board. Illiquid securities are generally valued at the lower of cost or market price and may be subject to an additional discount at the recommendation of the Board or the Investment Manager.

If the Investment Manager determines that the valuation of any securities or other property in accordance with the foregoing criteria does not fairly represent market value, the Investment Manager shall value such securities or other property as it reasonably determines in its sole discretion, and shall set forth the basis of such valuation in writing in the Company's records. All values assigned to securities and other assets by the Investment Manager shall be final and conclusive as to all of the Shareholders.

If an asset being valued is an interest in a Fund, its value shall be the value attributed to the interest under the terms of the agreement governing the Fund as of such date, as shall be determined to be appropriate by the Investment Manager or Administrator, which date shall be a date as of which an accounting period of the Fund shall end or its financial worth shall be reported, and shall be as of the date closest in time on or prior to the date as of which the Company's assets are being valued. When available, such valuation shall be based upon financial statements provided by the Fund. Neither the Investment Manager, the Administrator, nor the Board will be able to confirm the accuracy of the Fund valuation provided. Other special situations affecting the measurement of NAV may arise relating to illiquid or restricted securities. Prospective investors should understand that these and other special situations involving uncertainties as to the valuation of portfolio positions could have a significant impact on the Company's NAV if the judgment of the Board regarding the appropriate valuation should prove to be incorrect.

To the extend the Administrator relies on information supplied by the Investment Manager or any brokers or other financial intermediaries engaged by the Company in connection with making any of the aforementioned calculations, the Administrator's liability for the accuracy of such calculations will be limited to the accuracy of its computations. The Administrator will not be liable for the accuracy of the underlying data provided to it.

DIVIDEND POLICY

Any dividends will be at the discretion of the Board, but are not contemplated since all funds available for dividends are retained by the Company for future investments.

SUBSCRIPTIONS

Purchases

Class Alpha Shares: Class Alpha Shares were initially offered at USD 1,000 and started trading in April 2019. Shares may now be purchased as of the first business day of each month (the Dealing Day) at Net Asset Value per Share of the Class Alpha Shares as of the previous Valuation Date. The minimum initial investment is USD 20,000. After an investor's initial investment, subsequent investments may be made of at least USD 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board.

Class Alpha CHF Shares: Class Alpha CHF Shares were initially offered at CHF 1,000 and started trading in September 2025. Shares may now be purchased as of the first business day of each month (the Dealing Day) at Net Asset Value per Share of the Class Alpha

CHF Shares as of the previous Valuation Date. The minimum initial investment is CHF 20,000. After an investor's initial investment, subsequent investments may be made of at least CHF 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board.

Class I-USD Shares: The original Class I Shares were initially offered at USD 1,000 and started trading in May 2005. On June 19, 2009, this Share Class was renamed Class I-USD. Shares may now be purchased as of the first business day of each month (the Dealing Day) at Net Asset Value per Share of the Class I-USD Shares as of the previous Valuation Date. The minimum initial investment is USD 20,000. After an investor's initial investment, subsequent investments may be made of at least USD 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board.

Class I-CHF Shares: The Class I-CHF Shares will be offered during the initial offering period of the Class I-CHF Shares (such period of time to be determined by the Directors of the Company) at a price equal to the Class I-USD Net Asset Value as of the previous month's Valuation Date, converted to CHF at the applicable month end currency rate and adjusted for 1-month libor to May 1, 2005, when Class I-USD started, as calculated by the Investment Manager. After the initial offering period of the Class I-CHF Shares, the Class I-CHF Shares may be purchased as of the first business day of each month (the "Dealing Day") at the NAV per Share of the Class I-CHF Shares as of the previous Valuation Date. The minimum initial investment is CHF 20,000. After an investor's initial investment, subsequent investments may be made of at least CHF 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board

Class I-EUR Shares: The Class I-EUR Shares will be offered during the initial offering period of the Class I-EUR Shares (such period of time to be determined by the Directors of the Company) at a price equal to the Class I-USD Net Asset Value as of the previous month's Valuation Date, converted to EUR at the applicable monthend currency rate and adjusted for 1-month libor to May 1, 2005, when Class I-USD started, as calculated by the Investment Manager. After the initial offering period of the Class I-EUR Shares, the Class I-EUR Shares may be purchased as of the first business day of each month (the "Dealing Day") at the NAV per Share of the Class I-EUR Shares as of the previous Valuation Date. The minimum initial investment is EUR 20,000. After an investor's initial investment, subsequent investments may be made of at least EUR 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board

Class Y Shares: Class Y-USD Shares were initially offered at USD 1,000 and started trading in October 2007. Shares may now be purchased as of the first business day of each month (the "Dealing Day") at the NAV per Share of the Class Y-USD Shares as of the previous Valuation Date. The minimum initial investment is USD 20,000. After an investor's initial investment, subsequent investments may be made of at least USD 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board.
Class Y-CHF Shares will be offered from 1st January 2024 at CHF 1,000. Shares may now be purchased as of the first business day of each month (the "Dealing Day") at the NAV per Share of the Class Y Shares as of the previous Valuation Date. The minimum initial investment is CHF 20,000. After an investor's initial investment, subsequent investments may be made of at least CHF 10,000. The minimum investment in the Company may be waived at the absolute discretion of the Board.

To purchase Shares in the Company, an investor must

A. prepare and execute the Subscription Agreement which includes each of the provisions set forth in the Exhibit A hereto, and deliver it either by fax or secure document upload to the Administrator per the details in the Subscription Agreement, The original of the Subscription Agreement should be sent by post/courier to Ocean TTP Ltd., c/o Swiss Financial Services (Ireland) Limited, Block 4B, Cleaboy Business Park, Old Kilmeaden Road, Waterford, Ireland and;
B. Provide the requisite due diligence documentation as detailed in the Subscription Agreement.

C. Send an amount covering the Shares to be purchased, plus the applicable sales commission, if any, by wire transfer as per the attached Banking Instructions (Exhibit D).

The completed Subscription Agreement for Shares, due diligence documentation and the full subscription amount must be received at the offices of the Administrator by the 27th (twenty-seventh) day of the month preceding the Dealing Day, as of which Shares are to be purchased. Subscription Agreements or funds received after such time will be applied to the purchase of the Shares as of the succeeding Dealing Day or may be accepted at the discretion of the Directors. The Company reserves the right to reject without cause all subscriptions up to the time the Shares are issued.

Digital Identification Verification procedures are available for non-entity type applicants whereby an applicant will be instructed by the Administrator to upload identification verification documents via a system controlled by the Administrator in lieu of requirement to submit original or certified copies of address proof and photo identification documents. Please also refer to the Subscription Agreement for further instructions and details.

Any interest income earned on subscription funds will be for the account of the Company and not for the accounts of the subscribers.

Each purchaser must represent and warrant in the Subscription Agreement for Shares that, among other things, he or she is an Eligible Investor as described. It is the responsibility of each investor to verify that the purchase and payment for the Shares is in compliance with all relevant laws of the investor's jurisdiction of residence.

No investment of subscription money of Class I-CHF Shares shall be made until the conclusion of the first issue of Shares of that relevant Class at the initial price.

No investment of subscription money of Class I-EUR Shares shall be made until the conclusion of the first issue of Shares of that relevant Class at the initial price.

Eligible Investors. The Company's policies prohibit the sale or transfer of Shares in the United States, its territories or possessions or areas subject to its jurisdiction; to a national, citizen or resident of, or person normally resident in, (i) the Commonwealth of The Bahamas or (ii) the United States, its territories or possessions or areas subject to its jurisdiction, or any political subdivision thereof; to any corporation, partnership, trust, estate or other entity formed or organized under the laws of or existing in the Commonwealth of The Bahamas and deemed resident therein for exchange control purposes, or in the United States, its territories or possessions or areas subject to its jurisdiction (or any political subdivision thereof); or to any other investor to whom the sale or transfer of Shares would be unlawful. The Company is required to exercise the right of mandatory redemption of any Shares which, in the judgment of the Board of the Company, may have been sold or transferred in contravention of the foregoing prohibitions. In addition, because investment in the Shares is suitable only for persons who can assume the risk of a substantial diminution or total loss of the value of their investment, the Company may decline to sell Shares to any person whom the Company, in its sole discretion, deems to be unsuitable to assume such risk.

Confidential Information Rider. The Company, the Administrator and the Investment Manager will treat information received from investors as confidential and generally will not disclose such information other than (i) to their professional advisers or other service providers or agents where the Company, the Administrator or the Investment Manager (as the case may be) considers such disclosure necessary or advisable to enable them to conduct their respective affairs or for any purpose connected with the performance of their duties; and (ii) where such disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or governmental or other regulatory authority. By subscribing for Shares, an investor is deemed to unconditionally and irrevocably consent to any such disclosure and the subscription agreement contains an express authorization to this effect.

Issuance of Shares. Upon acceptance by the Company of an investor's completed Subscription Agreement and clearance of his funds in an amount equal to or in excess of the required minimum investment, an investor will be credited with the appropriate number of Shares upon the register maintained by the Company's Administrator. Shares will be issued to four decimal places. Certificates for Shares will not be issued. Shareholders will receive from the Company a written confirmation of their individual share ownership of the Company.

Initial Offering Period for Classes I-CHF and I-EUR Shares. The initial offering period in respect of Class I-CHF and Class I-EUR Shares will commence as of the date of this Offering Memorandum and will end at such date as determined by the Board in its sole discretion (the "Initial Offering Period"). The initial offering price per share, which is payable in full on application. will be at a price equal to the Class I-USD Net Asset Value as of the previous month's Valuation Date, converted to the currency of the respective Class (CHF or EUR, as the case may be) at the then applicable month end currency rate and adjusted for 1-month libor back to the date when Class I-USD started trading on May 1, 2005.

REDEMPTIONS

Redemption Policy. Subject to the provisions of the other paragraphs of this section, Shareholders may redeem any number of Shares (either all or part of their holdings) as of the first business day of any month (the "Redemption Date") by transmitting a signed Request for Redemption via fax in the first instance with the original document to follow to the office of the Administrator. If a Shareholder is not redeeming his entire interest in the Company, then the Shareholder may only redeem an amount which allows the Shareholder to maintain, as of the date of redemption, an interest in the Company which equals at least the initial minimum investment in the Company (USD 20,000. CHF 20,000 or EUR 20,000, respectively). Requests for Redemption must specify the number of Shares or monetary amount to be redeemed and be addressed to: Ocean TTP Ltd., c/o Swiss Financial Services (Ireland) Limited, Block 4B, Cleaboy Business Park, Old Kilmeaden Road, Waterford, Ireland. Such requests must also include a representation by the Shareholder that he is the lawful owner of the Shares being redeemed, and that the Shares have not been encumbered, transferred or otherwise alienated in any fashion.

Redemption Notice Period. Requests for Redemptions must be received by the 27th (twenty-seventh) day of the month in order to be redeemed as of the Redemption Date. Requests for Redemption received later than the 27th (twenty-seventh) day of the month will be redeemed as of the next Redemption Date. This notice period may be waived at the discretion of the Board.

Redemption Price. Shares will be redeemed at 100% of the NAV as of the Valuation Date immediately preceding the Redemption Date, subject to the restrictions described in the "Restrictions on the Shareholders' Ability to Redeem" section. However, Shares redeemed before the organizational expenses of the Company are completely amortized, may be allocated their proportionate share of the unamortized amount in determining the redemption price.

Redemption Payments. Redemption payments will be made by wire transfer in accordance with the instructions set forth in the Request for Redemption, in the currency of the Share Class, generally within thirty (30) days of, the Redemption Date, but in no event later than 90 days. Redemption proceeds may also be issued by check which will be sent to the registered address of the shareholder only. Although redemption proceeds generally will be paid in the currency of the Share Class, circumstances might arise where redemptions may also be made "in kind" at the discretion of the Board. "In-kind" is defined as the payment of a portion or all of a redemption through the transfer of a portion of the non-cash assets of the Company. Non-cash assets transferred to meet a redemption may be illiquid or restricted securities or investment interests in other investment pools or funds.

Restrictions on the Shareholders' Ability to Redeem. The foregoing redemption policy is subject to the Company's ability to liquidate its investments. If the Company were unable to liquidate assets sufficient to satisfy a Request for Redemption, the Company may redeem the Shareholder's interest to the extent possible, which may include not redeeming the Shareholder's interest completely or not at all until the Company is able to liquidate assets sufficient to satisfy a Request for Redemption. (see "Redemption Payment" section for in-kind distributions)

In addition, under special circumstances which include, without limitation, default or delay in payments due to the Company by Brokers or others, the Company may in turn delay payments to Shareholders who have requested redemption to the extent that the delayed portion of the payment due to the Company bears to the approximate Net Asset Value of the Shares being redeemed. The right to receive proceeds with respect to a redemption of all or part of Shares tendered for redemption is contingent upon the Company having sufficient liquidity to discharge any liabilities on the date of redemption. The Company may also defer payment of the proceeds of a redemption if, in the judgment of the Board, liquidating investments to raise funds to pay said proceeds will be, as determined in good faith, unduly burdensome to the Shareholders remaining in the Company. Until such Shareholder receives his net redemption proceeds, the Shareholder will be deemed a creditor of the Company and not a Shareholder. Under such circumstances, the Company will endeavor to redeem the Shareholder's interest at the earliest possible time thereafter.

Compulsory Redemption. The Board has the right to require the compulsory transfer or redemption of all Shares held by a Shareholder (i) if in the sole and conclusive opinion of the Board such ownership gives rise to a breach of any law or regulation in any jurisdiction applicable to the Company; or (ii) if, in the opinion of the Board, such ownership could result in adverse tax, legal or regulatory consequences to the Company or any of its Shareholders; or (iii) if such ownership, in the opinion of the Board, may be harmful or injurious to the business or reputation of the Company, or (iv) if such ownership, in the opinion of the Board, may cause the Company to be required to comply with any law, regulation, registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply. Until such required transfer or redemption is effected, the holder of such Shares shall not be entitled to any rights or privileges attaching to such Shares. Compulsory redemption will be made at the Redemption Price per Share on the next Redemption Date following the issuance of a notice of redemption to the Shareholder.

TEMPORARY SUSPENSION OF DETERMINATION OF NET ASSET VALUE, SUBSCRIPTIONS AND REDEMPTIONS

The Board may declare a suspension of the determination of Net Asset Value for the whole or any part of any period in which, in the opinion of the Board, it is not reasonably practicable to value any of the investments of the Company, which includes any one or more of the following reasons:

- during any period in which any exchange on which the Company trades is closed otherwise than for ordinary holidays or in which dealings thereon are restricted or suspended;

- during the existence of any state of affairs which in the opinion of the Board of the Company constitutes an emergency as a result of which liquidation by the Company of its investment positions is not reasonably practicable or would be seriously prejudicial to the Company and the Shareholders;

- during any breakdown in the means of communication normally employed in determining the prices or value of any of the Company's investments, or of current prices on any exchange, or if for any other reason, the prices, or value of any of the Company's investment cannot reasonably be promptly and accurately ascertained;

- during any period in which the trading in an investment owned by the Company is halted on any exchange or any other act or event occurs which would make it difficult or impossible to adequately value the assets of the Company; or

- during any period in which the transfer of funds involved in the realization or acquisition of any investment cannot, in the judgment of the Board, be effected at normal rates of exchange.

TRADING SUSPENSION

If at the close of business on any Valuation Date, the Net Asset Value per Share (as determined by the Administrator) of Share Class I-USD is equal to or less than USD 1,500, the Board will suspend trading and attempt to close out all open positions of the Share Class in question as expeditiously as possible.

If at the close of business on any Valuation Date, the Net Asset Value per Share (as determined by the Administrator) of Share Class I-CHF is equal to or less than CHF 1,500 the Board will suspend trading and attempt to close out all open positions of the Share Class in question as expeditiously as possible.

If at the close of business on any Valuation Date, the Net Asset Value per Share (as determined by the Administrator) of Share Class I-EUR is equal to or less than EUR 1,500, the Board will suspend trading and attempt to close out all open positions of the Share Class in question as expeditiously as possible.

If at the close of business on any Valuation Date, the Net Asset Value per Share (as determined by the Administrator) of Share Class Y-USD is equal to or less than equivalent USD 2,000 and Share Class Y-CHF is equal or or less than equivalent CHF 500, the Board will suspend trading and attempt to close out all open positions of either Share Class Y-USD or Y-CHF as expeditiously as possible.

In each instance, within thirty (30) business days after the date of suspension of trading, the Board will declare a business day within sixty (60) business days after the date of suspension of trading to be a Special Redemption Date for the relevant Shareholders. Notice of Special Redemption Date must be sent to each Shareholder at least fifteen (15) business days before such date. Any Shareholder who elects to have his Shares redeemed on a Special Redemption Date will receive from the Company for each share redeemed the Net Asset Value thereof, less an administrative fee to cover bank fees and similar expenses. If not all the Shares are redeemed, the Company, in the absolute discretion of the Board may resume trading of the Share Class in question. Alternatively, the Board may decide not to declare a Special Redemption Date and, therefore, all shareholders' interests would be redeemed as expeditiously as possible.

TAX CONSIDERATIONS

The tax disclosures below are based on the facts set forth in this Memorandum. However, these disclosures are for the purpose of providing general assistance only, are not intended to be a substitute for the advice of an investor's own tax and legal advisors, and should not be interpreted as legal or tax advice. Investors are advised to consult their own tax advisors and counsel with respect to their particular tax position before subscribing for Shares. Except as described below, no advance tax ruling has been sought in connection with the operations of the Company or the investment in Shares of the Company and there is no assurance that The Bahamas, United States or other tax authorities will agree with the statements described herein.

Bahamas. Under current Bahamian law, there is no income tax, capital gains or withholding tax, estate duty or inheritance tax payable by the Company or Shareholders in respect of the Shares. Although incorporated in the Commonwealth of The Bahamas, the Company is not subject to exchange control regulations; and, as such, is free to acquire, hold and sell any foreign currency securities without restriction. Transactions in the Shares between persons, firms or companies regarded as non-residents of The Bahamas for exchange control purposes may be effected without the specific permission of the Central Bank of The Bahamas.

United States. The Company's gains from trading activities should not be subject to United States federal income, branch profits or withholding taxes because the Company expects that it will not be treated as engaged in a trade or business in the United States, for United States federal income tax purposes. Because of the factual nature of this matter, however, this result can never be entirely free from doubt. Although substantially all of the interest earned by the Company from sources within the United States is expected to be of the type which will not be subject to United States federal income, branch profits or withholding taxes, the Company may earn interest or dividends from time to time that could be subject to United States federal withholding taxes at a rate of 30%.

Shareholders who are not otherwise subject to United States income tax will not be subject to United States income or withholding tax on distributions received by them from the Company or on capital gains realized by them with respect to their Shares in the Company. A Shareholder who at the time of his death is not a citizen or resident of the United States would not be subject to United States estate tax with respect to his Shares in the Company.

The Company expects that it will not be subject to state and local taxes in the United States on its income or capital. Because of the absence of full guidance under state and local law, however, this result is not entirely clear.

The conclusions under this heading are based on the U.S. Internal Revenue Code and existing laws, judicial decisions and administrative regulations, rulings and practice in the United States, all of which are subject to change.

Beginning in 2014, the Company will be required to comply with certain reporting requirements, the details of which have yet to be finalized by the U.S. Internal Revenue Service ("IRS"), in order not to be subject to a 30% U.S. federal withholding tax on interest income (beginning in 2014) and the proceeds from sales of U.S. securities and other U.S. financial instruments (beginning in 2017).

In order to comply with the provisions of the U.S. Foreign Account Tax Compliance Act ("FATCA") and avoid the imposition of U.S. federal withholding tax, the Fund, the Trading Advisor, Investment Advisor and the Administrator may, from time to time, require further information and/or documentation from a Shareholder and, if and to the extent required under FATCA, Shareholder's direct and indirect beneficial owners (if any), relating to or establishing such person's identity, residence (or jurisdiction of formation) and income tax status, and may provide or disclose such information and documentation to the IRS. Each Shareholder will be required to provide such information and documentation concerning itself and its beneficial owners, if any, as and when requested by the Fund, the Trading Advisor, Investment Advisor and the Administrator sufficient for the Fund to comply with its obligations under FATCA. If a Shareholder does not provide the requested information and documentation, the Fund may, at its sole option and in addition to all other remedies available at law or in equity, compulsory redeem such Shareholder's investment upon not less than five calendar days prior written notice, prohibit additional investments, suspend any redemption requests by the Shareholder and/or deduct from such Shareholder's account and retain amounts sufficient to indemnify and hold harmless the Fund from any and all withholding taxes, interest, penalties and other losses or liabilities suffered by the Fund on account of the relevant Shareholder's not providing all requested information and documentation in a timely manner. The Shareholders shall have no claim against the Fund, the Trading Advisor, Investment Advisor and the Administrator for any form of damages or liability as a result of any of the aforementioned actions. If a Shareholder is not otherwise subject to U.S. income tax it will not become subject to U.S. income or withholding tax on dividends or distributions in redemption or liquidation received by such Shareholder from the Fund or on capital gains realized by such Shareholder with respect to a disposal of its Shares in the Fund. If at the time of a Shareholder's death such Shareholder is not a citizen or resident of the United States it would not be subject to United States estate tax with respect to its Shares of the Fund. Different rules may apply if a Shareholder is a non-U.S. Person who is subject to special treatment under U.S. federal income tax laws, including without limitation, if a Shareholder (i) has an office or fixed place of business in the United States or is otherwise carrying on a U.S. trade or business to which a distribution on or gain in respect of its Shares is attributable, (ii) is an individual who is present in the United States for 183 or more days in a taxable year, or (iii) is a former citizen or resident of the United States, a controlled foreign corporation, a foreign insurance company that holds Shares in connection with its U.S. trade or business or a corporation that accumulates earnings to avoid U.S. federal income tax. If a Shareholder is such a person, such Shareholder is urged to consult its U.S. tax advisors regarding the tax consequences of investing in the Fund. The Fund expects that it will not be subject to state and local taxes in the United States on its income or capital.

OECD Common Reporting Standard

The Commonwealth of The Bahamas (The "Bahamas") has formally committed to the exchange of information under a Common Reporting Standard ("CRS") as set out by the OECD on 21 July, 2014 in the full version of the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "Standard"). The Standard sets out the requirements relating to due diligence procedures and financial account information to be automatically exchanged. CRS is expected to start in 2018 with respect to account open at the beginning of 2017.

The Standard was developed by the OECD and approved by the Council of the OECD on July 15, 2014. The Standard is intended to provide a framework for co-operation between tax administrations. The due diligence, rules and method of exchange of information pursuant to the Standard is set forth in the Common Reporting Standard (the "CRS") released by the OECD. A country can choose its legal basis for implementation of the Standard and requirements under the CRS either through bilateral agreements, or through multilateral agreements. The Bahamas has chosen to implement the Standard according to the rules of the CRS through a bilateral approach, negotiating agreements with different individual countries. The Bahamas' Competent Authority for this purpose is the Ministry of Finance, who will enter into a Competent Authority Agreement with such other countries, setting out the parameters of the exchange of information.

The Competent Authority obtains designated financial information as prescribed in the CRS from financial institutions in the Bahamas on reportable persons who are resident in the respective country in which The Bahamas has entered into a bilateral agreement. The Competent Authority of The Bahamas will automatically exchange such financial information with the Competent Authority of such exchange partner on an annual basis with respect to all reportable accounts, as defined in the CRS.

The Bahamas has not implemented the automatic reporting of financial information according to the Standard under local law, however, it has committed to have all necessary legislation and other relevant requirements satisfied to exchange such information by the end of 2018 based upon financial information from 2017.

Other Jurisdictions. In other jurisdictions where the Company may invest, the Company may be subject to non-recoverable foreign withholding or capital gains taxation on interest or dividends or capital gains derived from such investments.

Prospective subscribers should consult their professional advisors on the possible tax consequences of subscribing for, buying, holding, selling, transferring or redeeming Shares under the laws of their country of citizenship, residence or domicile.

GENERAL

Reports and Financial Statements. The Company's fiscal year (the "Fiscal Year") terminates at March 31. Audited financial statements of the Company will normally be available upon request to Shareholders 120 days after fiscal year-end. The Company will also provide Shareholders with unaudited monthly reports and such other information, as the Board deems appropriate.

Capital. **The Company's initial capital consists of USD 150,000,010, CHF 50,000,000 and EUR 50,000,000 made up of the following:**

Share Type	Class	No. of Shares Authorized	Par Value per Share	Total Capital
Non-Voting Participating Shares	Alpha	50,000	USD 1,000.00	USD 50,000,000.00
Non Voting Participating Shares	I-USD	50,000	USD 1,000.00	USD 50,000,000.00
Non Voting Participating Shares	I-CHF	50,000	CHF 1,000.00	CHF 50,000,000.00
Non Voting Participating Shares	I-EUR	50,000	EUR 1,000.00	EUR 50,000,000.00
Non Voting Participating Shares	Y-USD	50,000	USD 1,000.00	USD 50,000,000.00
Non Voting Participating Shares	Y-CHF	50,000	CHF 1,000.00	CHF 50,000,000.00
Voting Non-Participating Shares	Management Shares	10	USD 1.00	USD 10.00

Voting Non-Participating Shares "Management Shares" carry one vote each on a poll, do not carry any right to dividends and in a winding up rank only for return of the capital paid up thereon (after the return of capital paid on the Shares). In addition, the Management Shares are non-participating in the profits of the Company. They have been issued to and registered in the names of the members of the Board.

Non-Voting Participating Shares (the "Shares") have all powers and rights generally pertaining to shares in the Company under the International Business Companies Act, 2000, except that Shares shall not carry voting rights.

Auditors. Ryan & Juraska, Chicago, are acting as the Company's auditors.

Termination. The Company shall be wound up on the first to occur of the following: (1) any event which will make unlawful the continued existence of the Company; or (2) the passing by a three-fourth majority of the Shareholders of a Special Resolution to wind up the Company, provided, however, that the Special Resolution shall also require the passing of a confirmatory resolution of the Management Shareholders, or (3) the passing by the Management Shareholders of a resolution by simple majority to wind up the Company.

Business Day. For the purpose of redemptions and subscriptions, a business day is when banks and exchanges are open in the United States and in Ireland.

Money Laundering Prevention. As part of the Company's responsibility for the prevention of money laundering, the Company will require a detailed verification of a subscriber's identity and the source of the payment of the subscription amount. Depending on the circumstances of each subscription, a detailed verification might not be required where the subscription is made through a recognized intermediary. This exception will only apply if the financial institution or intermediary referred to above is within a country recognized as having sufficient anti-money laundering regulations. The Company reserves the right to request such information as is necessary to verify the identity of a subscriber. In the event of delay or failure by the subscriber to produce any information required for verification purposes, the Company may refuse to accept the subscription and the subscription monies relating thereto.

Material Contracts. The following contracts have been entered into by the Company and are, or may be, material:

a) Between the Company and Swiss Financial Services (Ireland) Limited, whereby the Company appointed Swiss Financial Services (Ireland) Limited as Administrator for the Company.
b) Between the Company and Nordlicht Wealth Management AG, whereby the Company appointed Nordlicht Wealth Management AG as Investment Manager of the Company.
c) Between the Company and the Clearing Broker.

Documents available for Inspection. Copies of the following documents may be inspected during usual business hours on any weekday (Saturday and public holidays excepted) at the office of the Administrator of the Company in Waterford, Ireland, and at the Registered Office of the Company in The Bahamas and may be purchased upon the payment of a fee:

a) The Certificate of Incorporation
b) The Memorandum and Articles of Association
c) The Material Contracts

MISCELLANEOUS

Share Classes Alpha, I-USD and Y maintain their accounts, but not necessarily all of their assets, in USD. Shares will be sold and redeemed in USD.

Share Class I-CHF maintains its accounts, but not necessarily all of its assets, in CHF. Shares will be sold and redeemed in CHF.

Share Classes I-EUR maintains its accounts, but not necessarily all of its assets, in EUR. Shares will be sold and redeemed in EUR.

The Offering Memorandum may be translated into languages other than English, but in the event of any inconsistency or ambiguity as to the meaning of any word or phrase in any such translation, the English text shall prevail and all controversies as to the governance of the Company shall be determined by the laws of the Commonwealth of The Bahamas.

Exhibit A

Fax this form to Swiss Financial Services (Ireland) Limited at +353 51 595270, and mail it to Swiss Financial Services (Ireland) Limited, Block 4B, Cleaboy Business Park, Old Kilmeaden Road, Waterford, Ireland

SUBSCRIPTION AGREEMENT

Ocean TTP Ltd.

c/o Swiss Financial Services (Ireland) Limited
Block 4B, Cleaboy Business Park, Old Kilmeaden Road,
Waterford, X91 E9NT Ireland
Tel. +353 51 35 1180 **Fax** +353 51 595270

For Secure Document Upload

1. Type/paste the following link to your browser: https://swiss-financial.cargolink.ch/go/trades
2. PIN required will be the last 4 digits of the telephone number below
3. The Application Form and identification documents in PDF format
4. Proceed to post/courier originals to address above

I/We will use the digital identification verification option as described in the Subscriptions Section of the Offering Memorandum

□ **YES** □**NO**

The undersigned (the "Subscriber") hereby subscribes, in accordance with the terms of the most recently dated Offering Memorandum for shares of:

Class Alpha □	**Class Y-USD** □	**Class Y-CHF** □
Class I-USD □	**Class I-CHF** □	**Class I-EUR** □
Class Alpha CHF		

of Ocean TTP Ltd. (the "Company"). Payment of the total purchase price and of the sales commission will be wired to the Company Bank account. The subscription is irrevocable by the Subscriber except under the terms of the Offering Memorandum and may be accepted if and when received. The Company reserves the right to reject without cause all subscriptions up to the time the Shares are issued.

Until the Shares are registered in the Company's share register, the funds deposited herewith shall be held by the Company's bank. Should the subscription be rejected by the Company, the funds shall be returned with any interest earned thereon, to the Subscriber.

SUBSCRIPTION INFORMATION

I/we represent that the following information is true and correct and that I/we will promptly notify you in writing of any material changes:

1. Name and Address of Subscriber: **We declare that the ultimate beneficiary(ies) are/are not (Delete as applicable) US persons or have US Indicia persons** □
2. Name and Address for Share Registration (if different from 1 above):

Exhibit A

3. Delivery of Shareholder Communication by: ❒ Mail ❒ E-mail	E-mail Address:	
4. Telephone Number:	5. Source of Wealth and Employer:	6. Nationality and Passport Number:
7a. Amount of Subscription: USD/CHF/EUR:	b. Applicable Sales Commission: USD/CHF/EUR.	c. Total Amount of Subscription: USD/CHF/EUR.
☛**Note: Remittance should be in the form of a wire transfer as per the enclosed banking instructions. No Third Party Payments will be accepted**		
8. Name and Address of Remitting Bank: Account number/IBAN: Swift ID:		
9. Name and Address of Bank for transfers in case of redemption (if different from above): Account number/IBAN: Swift ID:		

Share Registration Details

Shares will be registered as follows; check on

Ownership by an Entity: ☐ Trust ☐ Corporation ☐ Partnership

The undersigned trustee, partner or officer warrants that it has full power and authority from all beneficiaries or partners or from the board of directors of the entity named below to execute this Subscription Agreement on behalf of the entity and that investment in the Fund is not prohibited by the governing documents of the entity.

Ownership by Individuals: ☐ Individual Ownership
☐ Joint Tenants, Right of Survivorship (each tenant can sign individually)*
☐ Joint Tenants, Right of Survivorship (all tenants must sign)

> ***ATTENTION!** If you select this form of ownership, the undersigned joint investors hereby authorize the Fund, to accept instructions with respect to a change in address details, transfers and redemptions from any one of the signatories below of this Agreement, thereby giving single signature to any one of them, instead of joint signatures!

Exhibit A

The Subscriber represents as follows:

(1) That the Subscriber is not (a) a national, citizen or resident of, or person normally resident in, the United States of America, its territories or possessions (including any corporation, partnership, trust or other entity formed or organized under the laws of the United States of America or any political subdivision thereof); or (b) any estate or trust other than an estate or trust, the income of which, from sources outside the United States of America, is not included in gross income for the purposes of computing United States income tax prepared by such estate or trust; or (c) acting, directly or indirectly, on behalf of or in concert with any person described in (1) (a) or (b) above:

(2) That the Subscriber is not (a) a national or citizen of The Commonwealth of The Bahamas or a person resident or deemed resident in The Bahamas by The Central Bank of The Bahamas (including any corporation, partnership or other entity formed or organized under the laws of The Commonwealth of The Bahamas), or (b) acting, directly or indirectly, on behalf of or in concert with any person described in (2) (a) above;

(3) The Subscriber understands that the Shares of the Company cannot be sold, transferred, assigned, conveyed or disposed of without the prior consent of the Administrator of the Company, or to any citizen or resident of the United States or The Bahamas. He is acquiring Shares for investment purposes and solely for his own account and not with a view to or present intention of reselling them, except for his right to redeem Shares.

(4) The Subscriber has read the Offering Memorandum (and all amendments and supplements thereto) and understands and accepts the objectives, risks and prospects of Ocean TTP Ltd., as described therein. The Subscriber understands that changes may have occurred in the Company subsequent to the date of the Offering Memorandum. The Subscriber has had an opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Subscription Agreement and the proposed activities of the Company.

(5) The Subscriber has the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Company and is aware of the risks inherent in investing in the Company and the method by which the assets of the Company are held and/or traded, and can bear the risk of loss of his entire investment.

(6) The Subscriber acknowledges that due to the Company's requirements to prevent money laundering the Company may require further identification of investors before subscriptions can be processed. The Subscriber undertakes to hold the Company harmless and indemnify it against any loss arising from the failure to process this application if such information as has been required from the Subscriber has not been provided by him. The Company reserves the right to request any such information as they require to proceed to process applications for shares.

(7) The Subscriber represents that he is fully informed as to the legal and tax requirements within its own country regarding a purchase of Shares.

(8)The Subscriber hereby unconditionally and irrevocably authorizes the Company, the Administrator and the Investment Manager to disclose any information contained in this subscription agreement (including by making available the original or a copy of the subscription agreement itself) and any other information which the Company may have concerning the Subscriber, whether or not confidential in nature, (i) to their professional advisers or other service providers or agents where the Company, the Administrator or the Investment Manager (as the case may be) considers such disclosure necessary or advisable to enable them to conduct their respective affairs or for any purpose connected with the performance of their duties; and (ii) where such disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether nor not having the force of law) of any central bank or governmental or other regulatory authority.

(9) If the Subscriber elects to receive confirmations, statements and other communication via e-mail, he acknowledges and accepts that there may be the risk of interception of such messages/information by unauthorized third parties, notwithstanding the Administrator's best efforts and practices.

(10) The Subscriber also declares that he is the beneficial owner of the funds transferred and that none of these funds were solicited from third parties.

…………………………………………………………………….
(Place and Date)

X………
(Signature of Subscriber/s (Joint Subscribers if applicable)

X……………………………………………………………………
Signed by:….…………………………………………………. Title: ………………………………
(For and on behalf of Subscriber if corporation, partnership or other legal entity)

ANTI-MONEY LAUNDERING FORM

This Anti-Money Laundering Form must be completed by all subscribers as part of the Subscription Agreement (Exhibit A). This is pursuant to international standards, which require financial institutions to establish the identity of prospective clients. In addition to the information required for this form, Swiss Financial Services (Ireland) Limited (the "Administrator"), reserves the right to request such other documentation as is necessary to verify the identity of the subscriber. This may result in Shares being issued on a Dealing Day subsequent to the Dealing Day on which a subscriber initially wishes to have the Shares issued to the subscriber.

The subscriber acknowledges that due to applicable anti-money laundering requirements of the Company, the Administrator may require further identification of the subscriber(s) before the subscription can be processed. The subscriber further acknowledges that the Administrator shall be held harmless by the subscriber against any loss arising as a result of a failure to process the subscription if such information as has been required by the Administrator has not been provided by the subscriber.

➢ ***Please review and select (by checking the box) one of the following categories of subscribers and provide required information under the category selected. When completed, please sign and date this form.***

☐ A-1 Beneficial Ownership – REGULATED INSTITUTIONS (FATF member countries)

The undersigned declares that it is licensed as ____________________________________ (description) by the ________________________________ (regulatory body) under the laws of __________________ (country) and is thereby subject to the regulations and/or guidelines which, to the best of undersigned's knowledge and understanding, are in accordance with The Forty Recommendations of the Financial Action Task Force and that the subscription is made in its name on behalf of its client(s) (contractual partners and beneficial owners) whom it has properly identified in accordance with said recommendations.

A Regulated Institution is defined as an Entity, which is regulated in respect of banking or investment services in a country which is a member of the Financial Action Task Force. ("FATF")

The thirty-three FATF member countries and governments are: Argentina; Australia; Austria; Belgium; Brazil; Canada; China, Denmark; European Commission, Finland; France; Germany; Greece; Gulf Co-operation Council, Hong Kong (China); Iceland; Ireland; Italy; Japan; Luxembourg; Mexico; the Kingdom of the Netherlands; New Zealand; Norway; Portugal; Russian Federation, Singapore; South Africa, Spain; Sweden; Switzerland; Turkey; the United Kingdom; and the United States.

☐ A-2 Beneficial Ownership – REGULATED INSTITUTIONS (non-FATF member countries)

The undersigned declares that it is licensed as ____________________________________ (description) by the ________________________________ (regulatory body) under the laws of __________________ (country) and is thereby subject to the regulations and/or guidelines which, to the best of the undersigned's knowledge and understanding, are in accordance with The Forty Recommendations of the Financial Action Task Force and the jurisdiction in which it is regulated.

The undersigned hereby confirms that:

1. The undersigned has access to and verifies where necessary the true name, permanent address and identity of the investor and the beneficial owner of the assets invested;
2. In the event that the investor is an Entity, the undersigned uses all reasonable efforts to obtain statutory documents, a list of directors and executives officers, and evidence that the persons executing any documents on behalf of the investor are properly authorized;
3. The undersigned will inform the Administrator immediately if it becomes aware of the investor engaging in activities which lead the undersigned to believe that the investor is involved in money laundering;
4. The undersigned will retain documentary evidence of the identity of the investor for a period of at least ten years from the date of subscription by the investor, and
5. The undersigned will furnish the Administrator with the documentary evidence retained by the undersigned upon request.

B-1 Beneficial Ownership – INDIVIDUALS (investing only on their own behalf)

The undersigned declares that the undersigned is a private investor, who is making the subscription only on the undersigned's own behalf and not, in any way, as representative of any other party.

Name:	Address:	Source of income /wealth:
1. 2.	1. 2.	1. 2.

➢ If you have selected **YES** above for digital identification verification, please refer to Exhibit A.1 for instructions.

➢ If you have selected **NO** above for digital identification verification**, please include:**
- Certified copy of Passport of the subscriber
- **Two** forms of certified proof of residential address. Originals may be submitted, in which case certification will not be required. Examples include utility bill, bank or credit card statement, insurance certificate, etc.

B-2 Beneficial Ownership – INDIVIDUALS (investing on behalf of a third party)

The undersigned declares that the undersigned is a private investor,

Name:	Address:
1.	1.

who is making the subscription on behalf of: (the beneficial owner of the assets invested is):

Name:		Address and Telephone / Fax Numbers:	
1. 2.		1. 2.	
Occupation / Employer: 1. 2.	Date of Birth: 1. 2.	Nationality /Passport Number: 1. 2.	Source of income / wealth: 1. 2

➢ If you have selected **YES** above for digital identification verification, please refer to Exhibit A.1 for instructions.

➢ If you have selected **NO** above for digital identification verification**, please include:**
- Certified copies of Passport of the undersigned subscriber, as well as of the beneficial owner

Two forms of certified proof of residential address. Originals may be submitted, in which case certification will not be required. This is a requirement for the undersigned subscriber and the beneficial owner/s.

C-1 Beneficial Ownership – CORPORATE SUBSCRIBERS (non-regulated) (investing on behalf of the corporation)

The undersigned, Directors of ________________________________, hereby declare that the subscriber is a corporation not licensed under the laws of any country as a regulated financial intermediary, but is registered on the ____________ (date) in ____________________ (country) as a corporation, with the power to make this subscription.

The undersigned declare that the following persons are all Directors of the corporation: (attach additional pages if needed)

Directors' Name:	Directors' Residential Address:
1.	1.
2.	2.

The undersigned declare that the subscription is being made only on behalf of the corporation and not of any third party.
The undersigned agree to notify the Administrator of any changes in the Directors arising whilst the corporation maintains an investment in the Company. Swiss Financial Services (Ireland) Limited may, if thought necessary, require confirmation of corporate shareholders, both legal and beneficial. Swiss Financial Services (Ireland) Limited may, if thought necessary, seek to establish the identity of each Director by requesting copy of signed identification papers, such as a passport or drivers license, by requesting copy of recent bank statement or utility bill, or by seeking confirmation of the Director's name and address from a financial institution.

➢ **Please include:**
Corporations:
- Certified copy of Certificate of Incorporation or equivalent document
- Certified copy of Memorandum and Articles of Association
- Certified Register of Directors (showing names, occupations, residential and business addresses and dates of birth)
- Identification of at least 2 of the Directors (certified passport copies and 2 forms of proof of address each)
- Official List of Authorized Signatories or Corporate Resolution
- Corporate resolution/authorized mandate of the Directors to invest in the fund
- Certified Register of shareholders (Identification will be required for significant shareholders of 25% or more; please refer to Corporation identification requirements or Individual identification requirements)

Partnerships and other legal entities:
- Equivalent documents
- Copy of formal partnership agreement
- Official List of Authorized Signatories

C-2 Beneficial Ownership – CORPORATE SUBSCRIBERS (non-regulated) (investing on behalf of a third party)

The undersigned, Directors of ________________________________, hereby declare that the subscriber is a corporation not licensed under the laws of any country as a regulated financial intermediary, but is registered on the ____________ (date) in ____________________ (country) as a corporation, with the power to make this subscription.

The undersigned declare that the following persons are all Directors of the corporation: (attach additional pages if needed)

Directors' Name:	Directors' Residential Address:
1.	1.
2.	2.

The undersigned declare that the ultimate beneficial owner of the assets invested is:

Name: 1. 2.		Address and Telephone: 1. 2.	
Occupation / Employer: 1. 2.	Date of Birth: 1. 2.	Nationality /Passport Number: 1. 2.	Source of income / wealth: 1. 2.

The undersigned agree to notify the Administrator of the Company of any changes in Directors arising whilst the corporation maintains an investment in the Company. Swiss Financial Services (Ireland) Limited may, if thought necessary, require confirmation of corporate shareholders, both legal and beneficial. Swiss Financial Services (Ireland) Limited may, if thought necessary, seek to establish the identity of each Director by requesting copy of signed identification papers, such as a passport or drivers license, by requesting copy of recent bank statement or utility bill, or by seeking confirmation of the Director's name and address from a financial institution.

➢ **Please include:**
Corporations:
- Certified copy of Certificate of Incorporation or equivalent document
- Certified copy of Memorandum and Articles of Association
- Certified Register of Directors (showing names, occupations, residential and business addresses and dates of birth)
- Identification of at least 2 of the Directors (certified passport copies and 2 forms of proof of address each)
- Official List of Authorized Signatories
- Corporate resolution/authorized mandate of the Directors to invest in the fund
- Certified Register of shareholders (Identification will be required for significant shareholders of 25% or more; please refer to Corporation identification requirements or Individual identification requirements)

Partnerships and other legal entities:
- Equivalent documents
- Copy of formal partnership agreement
- Official List of Authorized Signatories

THE FOLLOWING SIGNATURE SPACE MUST BE COMPLETED BY ALL SUBSCRIBERS OR THEIR SUBSCRIPTION REPRESENTATIVES, REGARDLESS OF WHICH OF THE CATEGORIES ABOVE IS SELECTED BY THE SUBSCRIBERS.

…………………………………………………………………….
(Place and Date)

……………………………………………………………………..
(Signatures)

……………………………………………………………………..
(Name of the subscriber, if subscribing for his own benefit)

…………………………………………………………………….
(Names of signatories and titles if subscribing on behalf of an entity or a third party)

(Reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and reference to a person shall include a reference to any company as well as any legal or natural person)

EXHIBIT A.1

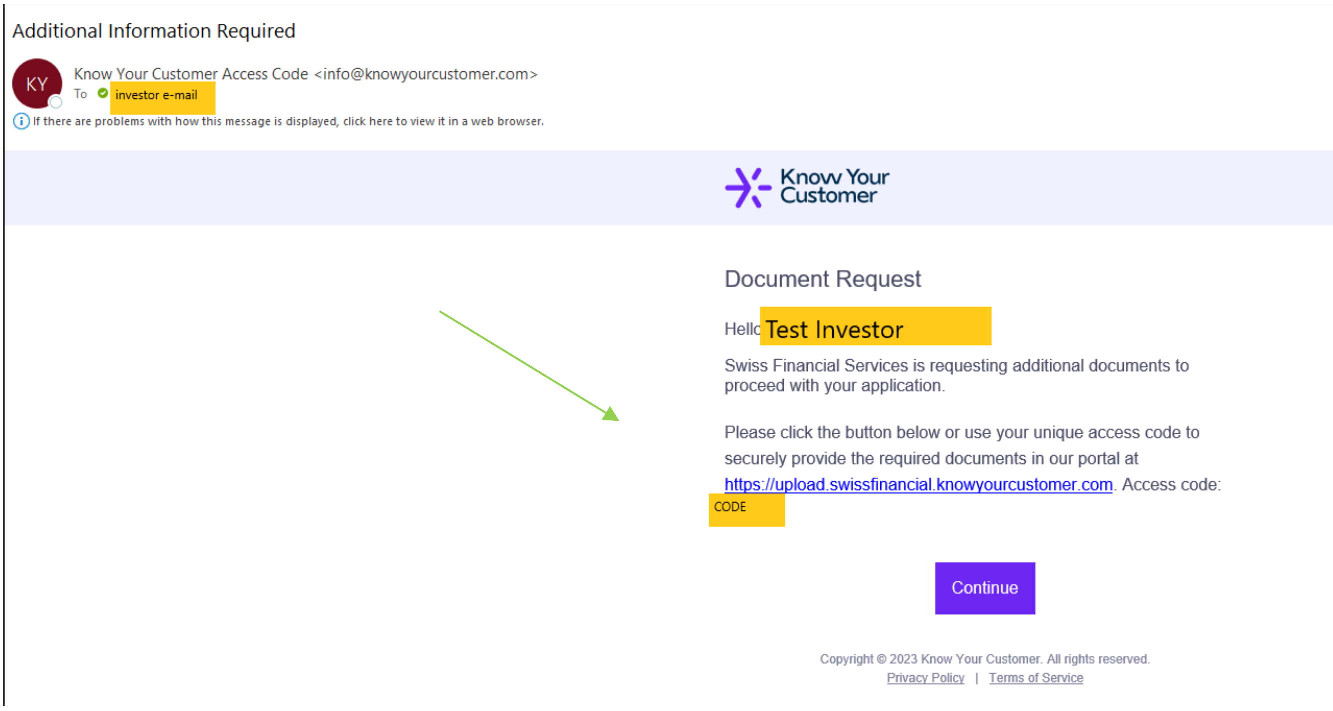
INSTRUCTIONS FOR DIGITAL IDENTIFCATION VERIFICATION

The Administrator uses Know Your Customer [1](“KYC”)[2] for digital identification verification. This system replaces the requirement to have your identification documentation certified and originals of those documents posted to the Administrator. Digital identification verification meets the AML requirements of the Company.

The process is as follows;

STEP 1 – Receive your request e-mail

If you have selected YES on page 1 of Exhibit A, Subscription Agreement, you will receive an e-mail notification to the registered e-mail address you specified. It will look similar to the screen shot below, originating from *info@knowyourcustomer.com*.
You will note the link will reference the Administrator as indicated by the green arrow below.



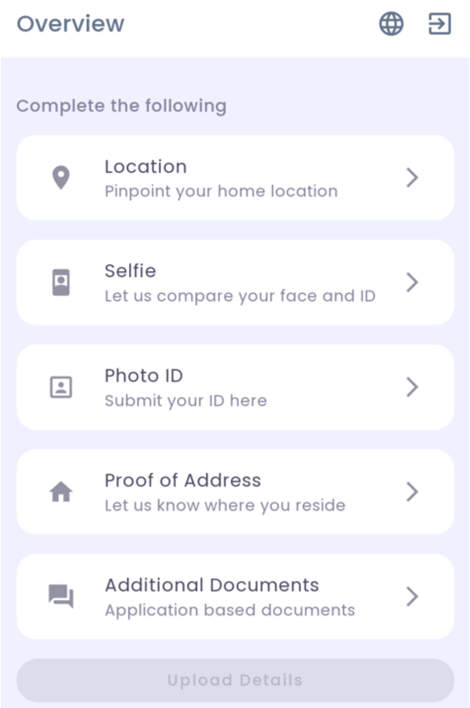
STEP 2 – Access the KYC Portal

Please click on the CONTINUE button in your request e-mail and you will be brought to the KYC portal where you will be invited to confirm you agree to the terms and conditions and privacy statement of the KYC service. Alternatively, you can click on the link and enter the unique access code in your e-mail. You can do this via computer or via mobile phone.

STEP 3 – Upload your Documents

1

2 **See www.knowyourcustomer.com for details on the provider if required.**



<u>The portal will have several sections per the overview screenshot above for you to complete.</u>

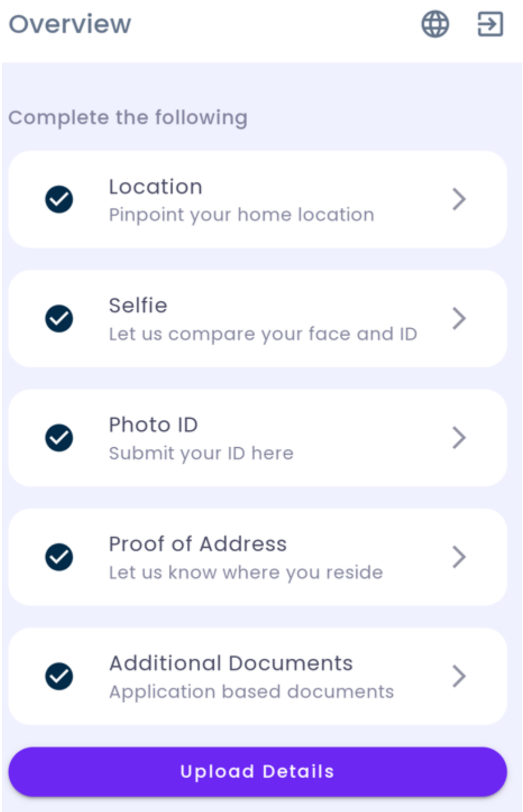
- Location when you are at your home address, you can select the “I Am Home” option to use geolocation option available. this is optional and works best if you are using a mobile phone or laptop not using VPN.
- Selfie please take a selfie. This should be a clear image of your face with your photo identification held beside, but not obscuring, your face
- Photo ID This will be a photo of your official acceptable identification document (i.e. passport or drivers licence or government issued identification card).

  Points to note
    - document must be on 1 image to include all text and photograph
    - Acceptable file formats are BMP, JPG, GIF, TIF and/or PDF
    - Image file size cannot be greater than 10MB
    - Image should be clear and in focus
    - All text on the identification should be legible
    - Glare on the image should be minimised
    - Document must be valid and in date
- Proof of address and Additional Documents sections 2 forms of address proof are required; one must be provided under Proof of Address section, the other under Additional Documents section please. Each document must be an acceptable form of address proof such as a utility bill, bank statement as outlined in section E above.

  Points to note
    - Each document must be on 1 image to include entire page
    - Acceptable file formats are BMP, JPG, GIF, TIF and/or PDF
    - Images should be clear and in focus
    - All text must be legible
    - Documents must not be more than 6 months old
    - Documents must be in English or translated to English

<u>**STEP 4 – Upload Details**</u>

Once all sections are completed, the upload details button will turn from grey to purple per screen shot below and you can proceed to upload. Your documents and information will be securely delivered to the Administrator for review.



STEP 5 – Acknowledgement

You will receive a notification in the portal that the process is complete and is out for review (see screen shot below The Administrator will contact you directly if further information, clarification or information is required.

Exhibit B

Request for Redemption

OCEAN TTP LTD.
c/o Swiss Financial Services (Ireland) Limited
Block 4B Cleaboy Business Park
Old Kilmeaden Road
Waterford, Ireland
Telephone+ 353 51 351180; Fax: + 353 51 595270

This form may also be submitted via secure document upload per instructions on Exhibit A

The undersigned (the "Shareholder") hereby requests redemption of:

______ (insert number of Participating Shares to be redeemed)
Or
sufficient Participating Shares to yield ____________________ (insert currency and amount of to be redeemed)

of Ocean TTP Ltd. (the "Fund") Class ____ (please insert share class of Participating Shares to be redeemed).

The undersigned hereby represents and warrants that he or she is the true and lawful owner of the Company's Shares with full power and authority to request redemption of such Shares. Such Shares are not subject to any pledge or otherwise encumbered in any fashion. This redemption will be governed by the terms of the Company's Articles and the restrictions described in the Redemption section of the Company's Offering Memorandum dated September 1, 2012. Redemption shall be effective at the close of the market on any Redemption Date as described in the Offering Memorandum. If a shareholder is not redeeming his or her entire interest in the Company, then the shareholder may only redeem an amount which allows the shareholder to maintain, as of the date of redemption, an interest in the Company which equals at least the initial minimum investment in the Company as set down according to the Offering Memorandum. The undersigned also understands that the amount actually to be redeemed pursuant to this Request for Redemption may be substantially less than the amount requested due to the Restrictions.

Please remit Redemption proceeds to ;

Wire transfer to (Name of Bank):

Swift Address:

Bank Sort Code/BLZ Number:

For the Account of:

Account Number:

I/We agree that any bank charges will be deducted from Redemption proceeds.

(Individual / Joint Subscribers)

(Signature of Subscriber - Joint if applicable)

(Date)

Exhibit C
Transfer Form

OCEAN TTP LTD.
c/o Swiss Financial Services (Ireland) Limited
Block 4B, Cleaboy Business Park, Old Kilmeaden Road,
Waterford, Ireland
Telephone +353 51 351180 – Fax +353 51 595270
This form may also be submitted via secure document upload per instructions on Exhibit A

I/We ____for good and valuable consideration received by me/us
(Transferor)
from ____do hereby transfer to the said
(Transferee)
____ , ……………… (number) of Class …….. Shares
(Transferee)
registered in my/our names(s) to hold unto the said ________________________________ ______________,
(Transferee)
his executors, administrators and assigns, subject to the several conditions on which I/we held the same at the

time of the execution hereof; and I/we the said ____________________________________do hereby
(Transferor)
consent that my/our name(s) remain in the Share Register of the said Company until such time as the said Company

may enter the transferee's name thereon: And I, the said_____________________________do hereby
(Transferee)
agree to take the said Shares subject to the same conditions.

As witness our hands: On the _______day of ______________________________

Signed by the said: ____________________________________
(Transferor) Print Name(s) of Transferor

____
Signature of Transferor

Signed by the said: ____________________________________
(Transferee) Print Name(s) of Transferee

____
Signature of Transferee

In the presence of: ____________________________________
(Witness) Print Name(s) of Witness

____
Signature of Witness

Company Record:

Presented to me for transfer this ______________day of _______

____

Secretary

Transfer approved this ________day of ______________

____

Secretary

Clarification Note:

Transferor: Person/Entity transferring the shares Transferee: Person/Entity receiving the shares

Exhibit D

BANKING INSTRUCTIONS

OCEAN TTP LTD.

Account Name: Ocean TTP Ltd – USD
Account number IBAN: GB70 BARC 2026 7446 8483 66
SWIFT: BARCGB22
Correspondent Bank Name: Barclays Bank PLC, New York
Correspondent Bank SWIFT: BARCUS33
Ref: Subscriber's Name

Account Name: Ocean TTP Ltd – CHF
Account number IBAN: GB20 BARC 2026 7459 7574 44
SWIFT: BARCGB22
Correspondent bank Name: Credit Suisse Zurich
Correspondent bank SWIFT: CRESCHZZ80A
Ref: Subscriber's Name

Account Name: Ocean TTP Ltd – EUR
Account number IBAN: GB59 BARC 2026 7465 3938 00
SWIFT: BARCGB22
Ref: Subscriber's Name