

SUPPLEMENT TO THE PRIVATE PLACEMENT MEMORANDUM

RADIANT GLOBAL FUND (The ‘Fund’)

(An Expert Fund incorporated as a Private Company with Limited Liability and authorized by the Financial Services Commission to a self-managed scheme under the laws of Mauritius with registration number [REDACTED]).

In relation to

RADIANT GLOBAL FUND – Class A Participating Shares

January 2022

This document is strictly confidential and is supplied for the exclusive use of the recipient. Under no circumstances should it be copied or distributed to any person other than the recipient’s investment, legal, tax, accounting or other advisors.

This document (hereinafter the “**Supplemental Memorandum**”) is supplemental to the Private Placement Memorandum dated September 2021 as updated from time to time (the “**PPM**”) relating to the initial Asset Class A and must be read in conjunction with the latter. The provisions of the PPM shall apply, unless otherwise specified herein. Distribution of this Supplemental Memorandum is not authorized in any jurisdiction unless it is accompanied by a copy of the PPM.

If you are in any doubt about the contents of this Supplemental Memorandum or if you are considering subscribing for shares in the Asset Class A, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

IMPORTANT NOTICE

This Supplemental Memorandum contains information in relation to the Class A Participating Shares established by RADIANT GLOBAL FUND.

Save as otherwise provided in this Supplemental Memorandum, the conditions and restrictions specified in the PPM apply to the initial Asset Class A. This Supplemental Memorandum should be read in conjunction with the PPM including the “**Risk Factors**” contained therein. Capitalized terms defined in the PPM shall have the same meanings in this Supplemental Memorandum except where the context otherwise requires.

The Fund is incorporated in Mauritius and holds a Global Business License issued by the Mauritius Financial Services Commission (“**FSC**”). The FSC does not vouch for the financial soundness of the Fund or the correctness of any statement made in this Supplemental Memorandum with regards to the Fund.

The Fund is also authorized to operate as a collective investment scheme under the Mauritius Securities Act 2005 and further authorized as an expert fund for the purposes the Securities (Collective Investment Schemes and Closed-End Funds) Regulations 2008. Investment in an expert fund is only available to persons meeting the criteria of an Eligible Investor (as defined in the PPM).

Investors subscribing for Participating Shares are not protected by any statutory compensation arrangements in Mauritius in the event of the Fund’s failure.

Prospective investors should carefully review the PPM and this Supplemental Memorandum in their entirety before investing in the related Asset Class. This Supplemental Memorandum makes no representations regarding the validity of the statements in the PPM. To the extent of any inconsistency between this Supplemental Memorandum and the PPM, the representations made in this Supplemental Memorandum shall be deemed to override those made in the PPM. Investors should not construe the contents hereof as advice relating to legal, taxation, investment or any other matters. Investors are advised to consult their legal, tax, financial and other professional advisors to determine possible legal, tax, financial or other considerations of investing into the Fund, before making a decision to invest. Investors are urged to retain this Supplemental Memorandum for future reference.

The Directors whose names appear on the register of directors as at the date of this document accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

DEFINITIONS

“Assets Under Management” and/or “AUM”

Asset under management is the total market value of all financial assets for which an asset manager provides continuous and regular supervisory and management services on behalf of investors.

“Class A Participating Shares”

Class A redeemable participating shares of the Fund Issued in consideration for subscription in Asset Class A.

“Dealing Day”	The first business day following the Valuation Day or such other day as the Directors may determine as being a day on which Class A Participating Shares may be issued and on which Investors shall be entitled to have their Class A Participating Shares redeemed.
“Redemption”	the redemption of Class A Participating Shares in accordance with the terms of redemption.
“Redemption Fee”	a fee of 5% will be charged to the investors for Redemption within period of 1 year and no redemption fee charged for period above. The fees will be provided to Radiant Arbitrage DMCC (Management Shareholder) at the time of redemption. The Board reserves the right to waive such fee.
“Redemption Notice”	a 45 days written notice served by an Investor on the Fund requesting the redemption of Class A Participating Shares.
“Investor”	any individual who subscribes to Class A Participating Shares in the Fund.
“Subscription Agreement”	the agreement which sets out the terms by which an Investor subscribes to Class A Participating Shares in the Fund.
“Subscription Amount”	The Subscription Price, Subscription Fee and any other Amount payable by an Investor on subscription in the Fund, in accordance with the Private Placement Memorandum.
“Subscription Fee”	a fee ranging from 0%-5% (vary within this range) charged to Investors. This fee will be provided to Radiant Arbitrage DMCC at the time of subscription. The Board reserves the right to waive such fee.
“Valuation Day”	The point in time at which the portfolio of the Asset Class is valued for the purpose of calculating the Subscription Price and the Redemption Price of the Class A Participating Shares and in relation to the related asset class, the last Business Day of each quarter or such other date as the Board may determine as of which the Net Asset Value is calculated.

“Performance Fees

A performance fee is a payment made to an investment manager for generating positive returns.

A fees will be charged based on the performance of the fund where net performance ranges between 0% -8 % (P.A.) will be charged 0% by the Radiant Arbitrage DMCC and percentage above 8% (P.A) will be wholly paid to Radiant Arbitrage DMCC as performance fees out of Income of the Fund. This will be distributed on Semi Annually basis.

“Management Fees”

A management fee of Flat Rate of 1.5% P.A. is charged to Investors for Management of the fund out of the Capital or income of the fund. This will be provided to Management Shareholder Radiant Arbitrage DMCC at the time of subscription.

“Dividend/ Profit Distribution to the Investors”

Fixed Rate of 8% p.a will be distributed to the investors on Semiannually basis.

I. INVESTMENT OBJECTIVE AND STRATEGY

The investment objective of the RADIANT GLOBAL FUND – Class A Participating Shares is to generate superior absolute return and capital appreciation by investing funds in equity shares of large, mid cap and small cap companies, debt instruments such as NCDs, government securities, bonds as well as Stock derivatives and Commodity derivatives. Such asset class shall generate returns through capital gains, dividends, gains from price imperfection between exchanges traded instruments and interest and fixed Income on debt instruments.

The portfolio shall consist of listed and unlisted securities including ordinary and preference shares, convertible shares, warrants and options to purchase or sell ordinary or preference shares. Investment may also be made in shares of collective investment schemes, including closed-end funds.

The corpus amassed under the RADIANT GLOBAL FUND – Class A Participating Shares shall predominantly be investing into financial instruments notably into currency derivatives and other commodity and securities in the form of derivatives as permitted under the domestic legislations. Such asset class shall be trading over CFDs with underlying in FX, Gold, Silver, Base Metals, Crude Oil, Soft Commodities, Energy, Equities, Bonds, IPO and Private Placements, Debentures and Preferences Shares regulated on the Asian Stock Markets and similar markets.

Towards this, the Fund would seek to mobilize investments of subscribers from various countries such as India, Singapore, UAE, Switzerland, Luxembourg, UK, France, Middle East, European Union, Africa and Asian Countries and deploy the funds in appropriate marketable securities/instruments traded in recognized regulated securities markets. The Fund, through each Class of Participating Shares, shall invest in accordance with the general investment policy and investment objectives described herein for such Class and in accordance with the Applicable Law.

II. SUBSCRIPTIONS

Class A Participating Shares are being offered for subscription at a net price per Share equal to the Net Asset Value per Share on each Dealing Day.

Applications must be made on the form approved for such purpose by the Fund and attached to these Memorandums and sent to the Manager, on the address indicated in the respective subscription form, not later than one (1) Business day prior to the Dealing Day (the “**Subscription Notice Period**”).

Subscriptions will be accepted on each Dealing Day after an executed copy of the Subscription form, Subscription Agreement and the applicable Subscription amounts due in respect of the Class A Participating Shares have been received by the Fund. The minimum initial investment per Investor is USD 100,000/- or its equivalent in any other currency. Additional subscriptions are permitted, subject to a minimum of USD 100,000/- per transaction or its equivalent in any other currency.

Subscription Amount and relevant documentation, including the duly completed and signed subscription form and the subscription agreement should be received at least **one(1) Business Day** prior to the relevant Dealing Day. The acceptance of subscriptions is subject to confirmation of the prior receipt of cleared funds credited to The related Asset Class's subscription account with the Bank. The Board of Directors reserves the right to reject subscriptions in its absolute discretion. Any interest earned by the Fund on subscription monies will be for the benefit of the asset class and the Investor shall have no right to receive interest or other sums from the Fund in respect of such sums.

The Board reserves the right to alter the above-mentioned subscription requirements at its absolute discretion. The Board reserves the right to receive tradable securities *in lieu* of or in addition to cash for payment of Subscription monies. The Board shall determine the cash value of any such *in specie* subscription.

A contract note shall be sent by post or email to the applicant on acceptance of the application **fifteen (15) Business Days after the relevant Dealing Day**, providing details of the transaction and the Investor name/number, which should be quoted in any correspondence by the Investor with the Board.

All Class **A** Participating Shares will be issued in registered form and the Register will be conclusive evidence of ownership. Certificates will not be issued.

Any changes to an Investor's personal details must be notified immediately to the Board in writing. The Board reserves the right to require an indemnity or verification countersigned by a bank, stockbroker or other party acceptable to it before it can accept instructions to alter the Register.

A statement of holdings will be sent by post or email to investors on a monthly basis and upon request to the Fund.

III. SHARE CAPITAL

Asset Class A shall have a share capital which shall be made up exclusively of Class **A** Participating shares, subscribed initially at a price of **USD 100,000** and in accordance with the terms of this Supplemental Memorandum.

IV. REDEMPTIONS

An Investor wishing to redeem all or part of its Class **A** Participating Shares shall serve to Asset Class A, a **Redemption Notice of 45 days in** writing specifying the number or value of Class **A** Participating Shares to be redeemed and quoting the relevant Investor name/number. The Board will be deemed to be authorised to make such redemption if instructed to do so by any person purporting to be the Investor.

Redemption will take place on the applicable Dealing Day provided the duly completed and signed redemption form is sent to the Manager, on the address indicated in the redemption form. Where the redemption form or the Redemption Notice is received by the Fund on or before the 15th day of the last month of the quarter, the calculation of the Redemption Price will be based on the Net Asset Value of the Class A Participating Shares of the redeeming Investor applicable for the current quarter. Where the redemption form or the Redemption Notice is received after the 15th of the last month of the quarter, the calculation of the Redemption Price will be based on the Net Asset Value of the Participating Shares of the redeeming Investor applicable for the following quarter.

Redemption of part of a holding of Class A Participating Shares may be refused if, as a result of such redemption, an Investor would then hold Class A Participating Shares with a value of less than USD 100,000 or its equivalent in any other currency.

The Directors may, in their absolute discretion, refuse to redeem any Class A Participating Shares if in their opinion does not have sufficient cash resources to complete the redemption and/or in the event the Directors believe that such an action will be materially detrimental to the remaining Investors. The Directors will notify the Investor of such refusal. The Directors shall not be required to sell any assets or borrow any monies to obtain the resources to redeem any Class A Participating Shares. If the Fund does not complete the redemption on the first Dealing Day requested then the Redemption Notice shall be deemed withdrawn by the Investor who shall be required to submit a further notice of redemption to redeem any Class A Participating Shares.

The Board has the right to require the compulsory redemption of all Class A Participating Shares held by an Investor at its sole discretion. Any such compulsory redemption will be made at the Net Asset Value per Share on the next Valuation Day following the issuance of a notice of redemption to the Investor.

Shares will be redeemed on the Dealing Day at a redemption price which is equal to the Net Asset Value per Share of the Class A Participating Shares in respect of such asset class at the relevant Valuation Day ("Redemption Price") and payment of the redemption proceeds will be made fifteen (15) Business days after the respective Dealing Day.

A Redemption Fee of up to 5% be charged to an Investor for redemption of Class A Participating Shares occurring within a period of 1 years shall be payable to the Fund but no redemption fee shall be applicable after period of 1 years. Such redemption fee shall be paid to the Radiant Arbitrage DMCC management shareholder at time of redemption.

The Redemption Fee is based on the redemption proceeds. The Redemption Fee shall be deducted from the redemption proceeds, in which case, the net Redemption Amount shall be paid to the redeeming Investor unless such Redemption Fee is paid separately by the Investor

Settlement will be effected by telegraphic transfer in accordance with the redeeming Investor's instructions. All redemption monies will be paid in USD. In all cases, payment will be effected at the risk of the redeeming Investor and his expense as regards bank charges. In addition, it should be noted that payments will only be made to the relevant Investor, and not to any third party whatsoever.

The Board reserves the right to alter the above-mentioned redemption requirements at its absolute discretion. The Board reserves the right to offer tradable securities *in lieu of* or in addition to cash for payment of redemption monies. The Board shall determine the cash value of any such *in specie* redemption.

V. DIVIDEND POLICY

The Directors anticipate that **fixed rate of 8% p.a profit** will be paid to Investors out of the related asset class of the Fund's earnings and profits on semiannually basis. The Directors reserve the right to change this policy.

- At the time of profit distribution investors belonging to Share Class A will only receive a fixed Rate of 8% p.a. which will be distributed on semiannually basis however % above the fixed rate cannot be claimed by investors.
- Investors should be aware that fixed rate shall be distributed only at the time fund earns positive return of equal or above 8% p.a.
- Returns earned below fixed rate will be distributed as profit to investors which will vary in % depending on the returns and no catch up.
- No other form of profit or interests can be claimed by Investors.

VI. FEES AND EXPENSES

1. INITIAL ORGANISATION COSTS

The Fund with respect to Class A Participating Shares will pay a proportional part of the costs and expenses associated with the initial organization of the Fund as disclosed in the private placement memorandum, pro-rata based on the AUM of as against any other Fund or otherwise as the Board may, in their absolute discretion, determine. These costs include government incorporation charges and professional fees and expenses in connection with the preparation of the Fund's information documents, and the preparation of its corporate documents and contracts and the relevant Supplemental Memorandum, registration fees and professional fees and expenses are not expected to amount to more than USD10,000/- per Fund and have been paid by the Fund out of the initial proceeds of the offering of the Fund's shares. These costs and expenses shall become due and payable on the First Closing date.

2. INITIAL CHARGE & SUBSCRIPTION FEE

The Board may deduct an initial charge ranging between **0% -5% (vary within this range) of the Subscription Price** or the transaction amount which will be paid to Radiant Arbitrage DMCC at the time of subscription. The Board reserves the right to waive such fee.

4. FOREIGN CUSTODIAN FEES

The Fund with respect to such asset class shall pay a foreign custodian fee to ORBIS for the provision of Custodial services. The custodian fee charged will be at the prevailing commercial rates at the time of the transaction and will be subject to review from time to time.

5. Disclaimer

Investors should consult their financial adviser if they are in doubt as to whether a product is suitable for them. They should be careful and consider the objectives, expenses and risks involved prior investing. Past performance of the Fund, the Fund Advisor or the Key person or sponsor of particular collective investment scheme doesn't not guarantee future performance of the Fund. The charts, tables, and graphs contained in this document are not intended to help the reader decide which or when securities to buy or sell. The securities of a portfolio company may be affected by uncertainties such as government policies, taxation, restrictions on foreign investment, interest rate, other laws and regulations and currency fluctuations. This document may only be distributed to those eligible to invest in the fund.

VII. NET ASSET VALUATION AND ANNUAL ACCOUNTS

The Directors of the Fund in relation to the initial asset class agree to compute and provide the following reports to Investors, each in a form acceptable to the Directors and prepared in accordance with International Accounting Standards.

1. NET ASSET VALUE

The Net Asset Value per Share of the related asset class on each Valuation Day will be computed by the Fund Accountant and reported to the Investors within 15 business days of the Net Asset Value having been approved by the Board of Directors of the Fund

2. ANNUAL AUDITED FINANCIAL STATEMENTS

Annual audited financial statements will be provided, upon request, within three months of the financial year-end.

Whilst the Related asset class will endeavour to provide the aforementioned by the time deadlines stated, the Related asset class shall not be held liable for any delays in providing the relevant reports and/or publishing the relevant information which result from unexpected contingencies, such as delays in receiving necessary information from which to prepare such reports or information; equipment failure; fire or other physical damage to office or equipment or power failures.

The audited financial statements shall be kept at the registered office of the Board and filed with the FSC within 3 months of the financial statement period end, or any such other time as determined by the FSC.

VIII. SPECIFIC RISK FACTORS

In addition to the risk factors set forth in the private placement memorandum, the following additional specific risk factors exist in connection with the Related asset class 's investment policy to invest fixed-income vehicles.

Management Risk: The success of the Related asset class 's investments in fixed-income vehicles is subject to the ability of the Board of Directors to achieve the Portfolio Fund's investment objectives.

Inflation Risk: Inflation risk is the risk that the value of assets or income from fixed-income investments will be worth less in the future as inflation decreases the value of money. Inflation also tends to lead to higher interest rates which in turn cause bond prices to fall.

Non-Diversification Risk: If the Related asset class 's investment in fixed-income vehicles represents a relatively significant percentage of the Related asset class 's portfolio, the value of the portfolio will be more impacted by a loss on that vehicle than if the portfolio were more diversified.

Interest Rate Risk: Interest rate risk is the risk that the value of fixed-income vehicles will fall if interest rates increase. These securities typically fall in value when interest rates rise and rise in value when interest rates fall. Fixed income securities with longer periods before maturity are often more sensitive to interest rate changes. Hence when interest rates rise, fixed-income vehicles prices fall and conversely when interest rates fall, fixed-income vehicles prices rise. The longer the time to a bond maturity, the greater the interest rate risks.

Natural Disasters: The financial markets are often severely affected by natural disasters such as earthquakes, hurricanes and tsunamis. In the event of a natural disaster in a region of high economic output, financial markets normally sell-off, resulting in a severe decline in market value of all securities. Natural disaster therefore could be detrimental to the Net Asset Value of the Related asset class .

Economic Climate: The reporting of weak economic data such as unemployment figures, house buying, consumer confidence, gross domestic product, inflation etc. can have a direct or indirect impact on the value of a chosen stock.

Past Performance: Past performance is no indication of future performance, although investment decisions may contribute some weight to a stocks past performance when deciding to invest in the stock.

Taxation Risks: Taxation risk involves the taxation laws of the jurisdiction in which incorporation is domiciled. Local tax laws may impose withholding taxes or other taxes on the payment of dividends on a stock or the payment of interest on a fixed-income security.

Political Risk: The value of a specific stock may be affected by uncertainties such as political or diplomatic developments, social and religious instability, changes in government policies, taxation and interest rates, acts of god, war or acts of terror and other political and economic developments in law or regulations and, in particular, the risk of, and change in, legislation relating to the level of foreign ownership of a project.

Counterparty Risk: Any monies or assets held by counterparties on behalf of the Fund may be at risk and be unrecoverable if the counterparty defaults.

Default Risk: Default risk is the risk that the issuer of the fixed income vehicle defaults with any payment in relation to the fixed income vehicle issued. Lenders and Investors are exposed to default risk in virtually all forms of credit extensions. The global economy is currently experiencing a "sovereign debt crisis" whereby certain member

states of the European Union are on the verge of technically defaulting on their sovereign debt.

Emerging/Developing Country Risks: The relevant asset class may invest in certain emerging market countries which are more speculative in nature, are subject to greater market fluctuations and risk of loss than normally associated with investments in more developed and more politically and economically stable jurisdictions with more sophisticated capital markets and regulatory regimes, such as the United States and Western Europe.

Currency Exchange Risk: Investments may be made which are denominated in currencies other than the base currency of the Asset Class. Due to currency exchange, there is a risk that any gains in investment value will be off-set against a change in exchange rate.

The Foreign Account Tax Compliance Act (FATCA):FATCA is U.S legislation relating to combating tax evasion and the recouping of tax revenues. FATCA requires that non-U.S foreign financial institutions identify and disclose their U.S members or be subject to a 30.00% withholding tax on any U.S sourced income paid on or after the 1st January 2014. Further detail regarding the implementation of this legislation is pending; however, Investors should be aware that certain information on Investor required on subscription of shares to the Fund could be disclosed to U.S authorities.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE MEMORANDUM AND THE PRIVATE PLACEMENT MEMORANDUM AND CONSULT WITH THEIR PROFESSIONAL ADVISERS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND AND ITS RELATED ASSET CLASS.

IX. PAYMENTS INSTRUCTIONS

Once the Subscription Agreement and other required documents have been filled in and faxed / emailed and then sent to the Fund with respect to a subscription to the Class A, subscription funds should be sent to the Fund at the following address:

Bank:

CURRENCY:

Remit to:

Swift

Code:

IBAN:

Account Name:

Account Number:

Ref: A/C

Please remember to add the name of the Investor as a reference on the fund wiring instructions to ensure proper crediting of funds.