

Cape Capital

Distribution Restriction

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1. TERMS OF USE

By accessing this website (the "Website"), you as a Client or potential Client, accept to receive the information on the Cape Capital website.

Please read these [Cape Capital Terms of Use](#) carefully, as they explain certain restrictions imposed by law on the access to and distribution of information on Cape Capital website.

This Cape Capital website (including microsites) and all information contained therein constitutes advertising.

2. ACCESS RESTRICTIONS – PROFESSIONAL CLIENTS AND QUALIFIED INVESTORS IN SWITZERLAND

This Cape Capital website and all information contained herein is intended for exclusive use by professional clients as defined in the Federal Act on Financial Services of 15 June 2018 (the "FinSA") and its implementing ordinance ("Professional Clients") and by qualified investors as defined in the Federal Act on Collective Investment Schemes of 23 June 2006 (the "CISA") and in its implementing ordinance ("Qualified Investors"), which have their residence or registered office in Switzerland.

This Cape Capital website and all information contained herein is not intended for offer or distribution to or use by any other person or entity in any other country or legal jurisdiction and may not be accessed by such person or entity.

Any collective investment schemes mentioned on this Cape Capital website may, unless explicitly stated otherwise, not be offered, sold or delivered to United States ("US") citizens or persons resident or incorporated in the US and/or other natural or legal persons whose income and/or returns, regardless of origin, are subject to US income tax, as well as persons who are considered to be US persons pursuant to Regulation S of the U.S. Securities Act of 1933 and/or the U.S. Commodity Exchange Act, in each case as amended from time to time.

3. COMPANY INFORMATION AND REGULATORY STATUS

This Cape Capital website is owned and operated by Cape Capital AG ("Cape Capital"). The registered office of Cape Capital is at Utoquai 55, 8008 Zürich, Switzerland.

Cape Capital is authorised as asset manager of collective assets according to the Federal Act on Financial Institutions of 15 June 2018 ("FinIA") by the Swiss Financial Market Supervisory Authority FINMA, Laupenstrasse 27, CH-3003 Bern, Switzerland, ("FINMA") and regulated by the latter.

Cape Capital may from time to time suspend the operation of this Cape Capital website for repair, maintenance or improvement work, or in order to update or upgrade its content or functionality. Cape Capital may also change the format, content and/or access of this Cape Capital website at any time at its sole discretion without notice.

4. APPLICABLE REGULATION

As an asset manager of collective assets, Cape Capital is, among others, subject to the rules under FinSA, CISA and FinIA.

Our [Cape Capital FinSA Client Information Document](#) explains how we apply the regulatory requirements under FinSA and its implementing ordinance.

5. OMBUDSMAN

Cape Capital is affiliated to the following ombudsman:

Finanzombudsstelle Schweiz (FINOS), Talstrasse 20, CH-8001 Zurich, Switzerland.

Our [Cape Capital FinSA Client Information Document](#) sets out detailed information about the possibility to initiate a mediation procedure.

6. NO SOLICITATION, OFFER, RECOMMENDATION OR ADVICE

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No information or documents published on this Cape Capital website constitutes a solicitation, an offer or a recommendation to buy or sell any Cape Capital collective investments or other financial instruments, to affect any transactions, or to conclude any legal act of any kind whatsoever. The information on this Cape Capital website is solely product-related and does not take into account any personal circumstances and does not qualify as general or personal investment recommendation or advice.

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It is important that You/Clients read the relevant product and service documents before investing in financial instruments to ensure to understand the investment policy, expenses, specific risks involved and other important matters, to determine whether it is a suitable product for You/Clients.

If not a Cape Capital Client, Cape Capital recommends to contact an independent financial advisor, tax consultant or other qualified expert in order to determine whether an investment in a particular fund corresponds to the specific requirements and preferred level of risk.

7. INVESTMENT RISK / PERFORMANCE

The provision of financial services and investments in financial instruments involve opportunities but also bear risks. It is important that You/Clients understand these risks before using a financial service or investing in a financial instrument. The most significant risks are explained in the brochure [Risks involved in trading financial instruments](#) of the Swiss Bankers Association (SBA) as well as in the relevant documents of the respective financial instrument.

The value of investments and the income therefrom may fall or rise and investors may not get back the full amount invested. Investors should be aware of the fact that exchange rate fluctuations can exert an influence on investments in foreign currencies.

Any performance data on this Cape Capital website represents past performance. Past performance is no indication of current or future performance, and nothing on this Cape Capital website should be interpreted to state or imply otherwise. The performance data do not include commissions and costs incurred by investors when subscribing or redeeming fund shares.

Investments, in particular collective investments in private equity, venture capital and other illiquid assets involve an above-average degree of risk and should be seen as long-term in nature.

The level of tax benefits and liabilities will depend on individual circumstances and may be subject to change in the future.

8. TAX

Products and services described on the Cape Capital website may have tax consequences. Any tax considerations and their value must be reviewed by any the individual investor and levels and bases of taxation may change. Cape Capital AG does not provide tax advice and you must consult your own tax advisor to review any tax consequences of the viewed products and services.

9. DISCLAIMER OF WARRANTIES

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11. PRIVACY

At Cape Capital, we respect Your/Clients' privacy and are committed to keeping personal data secure.

Our [Cape Capital Privacy Policy](#) explains how Cape Capital processes personal data. It is directed to individuals whose personal data Cape Capital handles in the course of carrying out our commercial activities. Those individuals could be Clients or prospective Clients or their representatives, agents or appointees, or an employee, director, officer or representative of another organisation with which Cape Capital has a business relationship. The Privacy Policy is also directed to visitors to the Cape Capital website.

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mail and understand that Cape Capital will not be responsible for any loss or damage that could result from your requests not being accepted, confirmed or processed or as a result of your e-mails being intercepted by third parties. Messages that You send to Cape Capital by e-mail may not be secure. Cape Capital recommends that You do not send any confidential information to Cape Capital by e-mail. If You choose to send any confidential information to Cape Capital by e-mail You do so at Your own risk with the knowledge that a third party may intercept this information and Cape Capital does not accept any responsibility for the security or integrity of such information.

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15. APPLICABLE LAW AND JURISDICTION

Your/Clients access, visit to and use of this Cape Capital website, and the present [Terms of Use](#) are governed by Swiss law. The place of jurisdiction is Zurich, Switzerland.

16. CONFIRMATION

By clicking on the button "[I agree](#)", You confirm (i) that You are a Professional Client and Qualified Investor with residence or registered office in Switzerland as defined above and (ii) that You have read and accept the [Terms of Use](#).

If You (i) are not a Professional Client and Qualified Investor with residence or registered office in Switzerland as described above and/or (ii) if You do not agree to the Terms of Use, click on the button "[I disagree](#)".

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