

Haack EUR Performance Linked Bond - ISIN MT0000871328

GENERAL TERMS & CONDITIONS OF THE PERFORMANCE LINKED BONDS

These Performance Linked Bonds may only be sold to sophisticated investors being Financial Vehicle Corporations concerning regulation 24/2009/ECB

§ 1 Right under the obligations

Global Portfolio Inc (the "**Issuer**"), hereby grants the Holder (the "**Holder**") of each performance linked bond with ISIN MT0000871328 named Haack Performance Linked Bonds (the "**Securities**") or the "**Performance Linked Bonds**") with a denomination of (10,000 Euro), relating to the underlying whole business of the Company (the "**Underlying**") calculated and published by the "**Calculation Agent**" in accordance with §10, the right to receive the Redemption Amount as specified in § 2 (the "Right under the Performance Linked Bonds").

§ 2 Calculations and Payment of Cash Amounts

2.1. The Redemption Amount is calculated by the Calculation Agent (§ 9) and published in accordance with § 10. The calculations are (in the absence of manifest error) final and binding upon all parties.

2.2. On the Repayment Date (§ 3), the Issuer will arrange for the transfer of the Redemption Amount to the accounts of the Holders of the securities redeemed as to the relevant Valuation Date (§ 3). The amounts transferred are commercially rounded to two decimal places.

2.3. All taxes, fees or other charges arising in connection with the payment of cash amounts must be borne and paid by the Holder. The Issuer and/or the Paying Agent are entitled to withhold taxes, fees or charges payable by the Holder in accordance with the preceding sentence, if any, from cash amounts.

2.4. The Redemption Amount is determined as follows:

$$\text{Redemption Amount}(t) = \frac{\text{Underlying}(t)}{\text{Underlying}(t_0)} * \text{Denomination}$$

Underlying(t) Value of the underlying at valuation day(t);
Underlying(t₀) Value of the underlying at Initial Valuation Date

§ 3 Definitions

"**Business Day**" means every day (except Saturday and Sunday) on which the TARGET system is open and the Clearing System settles payments.

"**TARGET System**" means the Trans-European Automated Real-time Gross settlement Express Transfer System.

"**Closing Price**" means the official closing level of the Underlying published by the Calculation Agent.

"**Currency**" is Euro

"**Delivery Date**" means the date on which a delivery is actually made.

"**Initial Valuation Date**" means the first valuation date following the issue date

"**Issue Date**" means 22nd February 2016

"**Issuer**" means *Global Portfolio Inc.*

"**Repayment Date**" for Securities redeemed on a certain Valuation Date means the later of the following two days: (i) the third Business Day following the relevant Valuation Date, or (ii) the day on which the Issuer actually receives the proceeds from the Underlying Assets.

"**Underlying**" means all the assets of the company

"**Underlying Level**" means, in respect of the Underlying the level of such Underlying determined by the Calculation Agent.

"**Valuation Date**" means *last Business Day of each week*

"**Valuation Time**" means in respect of the Underlying, the time at which the Closing Price of such Underlying is calculated and published by the Calculations Agent and is *within five business days*

§ 4 Coupon Payments

No coupon payments are made on the Securities

§ 5 Status

5.1. The Securities create direct, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and with all other outstanding secured and unsubordinated obligations of the Issuer unless mandatory legal provisions require otherwise.

§ 6 Term of the Securities; Redemption

6.1. Subject to termination by the Holder in accordance with § 13 or termination by the Issuer in accordance with § 14, the Securities are constituted for an unlimited duration.

§ 7 Description of Company's Assets

7.1. The Company's assets will consist of an investment in an actively managed portfolio having the investment objective of achieving superior returns in all market conditions, while at the same time, protecting capital. The investment strategy shall be that of investing in stocks admitted to trading at a regulated market as well as in structured financial instruments either listed at the open markets operated by Frankfurt Stock Exchange or Stuttgart Stock Exchange. The strategy can also include derivatives as an investment. Leverage and short selling will be employed in endeavoring to achieve the investment objective.

The Company has appointed PP Asset Management GmbH as the investment manager (the "**Asset Manager**") with the responsibility to manage the Company's assets. PP Asset Management GmbH is a company duly registered under the laws of Germany, authorized to carry out asset management and advisory services amongst others. PP Asset Management GmbH is duly licensed by the German Regulator BaFin under art 32 KWG.

The Company has exercised due skill, care and diligence in the appointment of the Asset Manager. Investors' attention is brought to the fact that the board of directors of the Company shall supervise the activities of the Asset Manager and its compliance with the investment strategy and shall have no liability or responsibility for the economic success of the investment strategy. The Asset Manager has been granted full discretion over the matters relating to the manner, the method and timing of investments and transactions.

The Redemption Amount shall be paid from the proceeds received from the investment described above or from the redemption, cancellation, surrender or other disposal of such investment. As a result, the redemption of the Performance Linked Bonds is dependent on payments received by the Company from the investment or upon its redemption, cancellation, surrender or other disposal.

If the Company is not able to redeem or realise the investment, the Company may be unable to redeem the Performance Linked Bonds. If the investment or its proceeds from the disposal thereof are insufficient for the final and full settlement of the claims of the Holders, the Company will not be liable for any shortfalls.

§ 8 Form of the Securities; Transferability

8.1 The Securities are represented by up to 2000 definitive, physical securities. Securities will be issued in registered form (Registered **Securities**). The Securities are transferable in accordance with applicable law.

8.2 Any investor has to prove to be a sophisticated investor and submit a valid bank account held within the European Union, a valid email address for all notices of the issue as well as a valid certificate of incorporation. Payments are only excepted from and done to an account held in the name of the security holder within the European Union.

§ 9 Paying Agent and Calculation Agent

9.1. No Paying Agent gets appointed. The payments are done by the Issuer to the securities holders directly

9.2. Argentarius ETI Management Ltd is the Calculation Agent.

§ 10 Notices, Investments & Fees

10.1. All notices shall be done via publication to the securities holders via email.

10.2 The redemption amount shall be published on the website www.argentarius-group.com

10.3 The costs of operating the company and for the avoidance of doubt this includes any costs of the remuneration of the directors of the Company and any costs of the Asset Manager and promoter. Such costs will reduce the performance of the compartment and such the performance of these Securities.

§ 11 Termination by Holders

11.1. Subject to the following provisions, each Holder shall be entitled to redeem the Securities held by it in whole or in part by giving notice to the Issuer no less than five Business Days effective on a Valuation Date.

11.2. Termination in accordance with § 11.1 is valid only if (i) the Issuer has received a notice of termination in accordance with § 11.3.

11.3. Notice of termination must be given in writing and must contain the following information:

(i) name and address of the Holder;

(ii) the International Security Identification Number (ISIN), the quantity of Securities to be redeemed and the valuation date at which the termination shall be effective; and

(iii) the account of the Holder with a bank in a member state of the European Economic Area, to which any payments owed under the Securities are to be credited;

11.4. If the number of Securities to be redeemed as specified in the notice of termination differs from the number of Securities transferred to the Issuer, the notice of termination shall be deemed to have been made only for the smaller of both numbers of Securities. Any Securities transferred in excess shall be re-transferred to the Holder at its risk and expense.

§ 12 Termination by the Issuer; Maturity

12.1 The Issuer shall be entitled to terminate all outstanding Securities at any valuation date by giving at least one month's notice to the Holders in accordance with § 10.

12.2 The Securities are constituted for an unlimited duration

§ 13 Statute of Limitations

13.1. The claim for interest bars after three years

13.2. The entitlement to the capital bars after thirty years

§ 14 Admission to Trading

14.1. No application for admission of trading of these securities will be done.

14.2. The OTC trading is done in a unite quote and without accrued interest calculation.

§ 15 Modifications

The terms of these Terms & Conditions relating to the Securities may be amended by the Issuer without the consent of the Investors if, in the reasonable opinion of the Issuer, the amendment: (i) is of a formal, minor or technical nature; (ii) is made to correct a manifest or proven error or omission; (iii) is made to comply with mandatory provisions of any applicable law; (iv) is made to cure, correct or supplement any defective provision contained herein; and/or (v) will not materially and adversely affect the interests of Investors. Any such modification shall be binding on Investors and any such modification shall take effect by notice to Investors/ Holders.

For the avoidance of any doubt any Agent may be appointed or engaged and any such appointment or engagement may be terminated or the terms of any such appointment or engagement may be adjusted and the Agents may resign without requiring the approval of the Investors/ Holders.

The Issuer may otherwise call a meeting of Investors by giving at least twenty (20) Business Days' notice to all Investors.

These Terms & Conditions may be modified by means of a resolution approved by at least seventy five percent (75%) of Investors attending any such meeting.

§ 16 Miscellaneous

16.1. Form and contents of the Securities as well as all rights and duties arising from the matters provided for in the Terms and Conditions of the Securities shall be governed in all respects by St. Vincent Law

16.2. Place of performance is St. Vincent

16.3. Place of jurisdiction for any suit or other legal proceedings against the Issuer arising out of or in connection with the Securities, is St. Vincent

16.4. Should any provisions of these Terms and Conditions of the securities be or become wholly or partly invalid, the remaining provisions shall remain valid. The invalid provision shall be

replaced by a valid provision, which reflects the economic purpose of the invalid provision as far as legally possible.