

MRB SECURITIES
Securitisation Fund
Hereinafter the "Fund"
Luxembourg Trade and Companies Register No. 072
Compartment:

"ROOTBRIDGE Diversified Opportunity"

Created and established by the Management Company of the MRB SECURITIES, Securitisation Fund:

MRB MANAGEMENT SARL,
having its registered office at:
2C, Parc d'Activités - L-8308 Capellen
Grand Duchy of Luxembourg
Luxembourg Trade and Companies Register No. B279461
Represented by its sole manager

A compartment of the MRB SECURITIES Securitisation Fund has been created, which is subject to the provisions of the Law of 22 March 2004 as amended (the "Securitisation Law") and/or the provisions of the law on 27 July 2003 on trust and fiduciary contracts, and to the following Specific Management Regulations as follows:

SPECIFIC MANAGEMENT REGULATIONS

The Specific Management Regulations (the "Specific Management Regulations") of the "ROOTBRIDGE Diversified Opportunity" compartment (the "Compartment") of the MRB SECURITIES, Securitisation Fund and any other modifications carried out shall govern the legal relationships between:

A. The management company of the Fund, MRB MANAGEMENT SARL, with registered office at 2C, Parc d'Activités, L-8308 Capellen, Grand Duchy of Luxembourg (the "Management Company") and registered at the Luxembourg Trade Register under the number B279461.

B. The subscribers and Unitholders of the Compartment (the "Unitholders") who consent and acknowledge to be irrevocably bound by the Specific Management Regulations when subscribing or acquiring the units of the Compartment (the "Units") issued by the Management Company on behalf of the Fund.

The present Specific Management Regulations of the Compartment shall be read in conjunction with the Management Regulations of the Fund.

Should the Specific Management Regulations remain silent, guidance, interpretation or applicable provisions should be first sought in the Management Regulations of the Fund or, should the latter fail or remain silent, in the provisions of the Securitisation Law.

Article 1

The Compartment of the Fund and the Units

The Compartment is a compartment of the Fund established for an unlimited duration under Luxembourg laws and subject to the provisions of the Securitisation Law and/or the provisions of the law of 27 July 2003 on trust and fiduciary contracts.

The financial assets of the Fund may be deposited with a custodian bank and shall always be strictly segregated from the assets of the Management Company.

The Fund is furthermore constituted as an umbrella entity with multiple compartments each of them under the form of a fiduciary portfolio without legal personality. Each Compartment is constituted with a separate portfolio of liabilities and assets invested in accordance with the investment objective and policy applicable to the relevant compartment. Each compartment may be differentiated by its investment objective and policy or other specific features. Assets and/or liabilities attributed to a compartment are therefore segregated from other assets and/or liabilities attributed to others Compartments of the Fund.

In the relationship of Unitholders between themselves, each compartment is to be regarded as a separate entity having, without limitation, its own fee structure, profits, losses and contributions from Unitholders. With regard to third parties, in particular towards the Fund's creditors, each compartment shall be exclusively responsible for all liabilities attributable thereto. Creditors may only exercise their rights in respect of all the assets of a particular compartment to which such debts may be attributed.

The rights, duties and liabilities of the Unitholders of the Compartment are therefore completely independent and segregated from the rights, duties and liabilities of the Unitholders of any other compartments of the Fund.

The Management Company, on behalf of the Compartment, may issue an unlimited number and variety of classes of Units, each of them with its own specific dividend policy or other specific features.

The Management Company, on behalf of the Compartment, shall also issue debt securities, bonds or notes for which the value, terms, conditions and yield shall be stipulated in a separate Private Placement Memorandum.

Article 2

The Management Company

The Compartment shall be managed on behalf of the Unitholders by the Management Company, whose registered office is located in Luxembourg, in accordance with the rules laid down in the Management Regulations of the Fund and the Specific Management Regulations of the Compartment.

Some fees will be levied on the assets of the Compartment and the Management Company has agreed on the following fees policy:

| | Rate: | Calculated on: | Payable: |
|----------------------------|--|----------------|----------|
| Structuring Fee: | A Structuring Fee of 0,25%, with a minimum amount of CHF 6.000,00, calculated on the Nominal Amount of the Notes, may be charged by the Issuer to the Compartment. The Structuring Fee is due annually and is payable quarterly. | | |
| Administration Fee: | An Administration Fee of CHF 8.000,00 is paid by the Compartment to the Management Company on 1 st April of each calendar year. | | |
| Subscription Fee | A Subscription Fee of up to 5%, calculated on the subscription amount, is paid by the Noteholders to Management Company at the date of the subscription. This amount is withdrawn from the subscription amount. | | |

The Expenses due by the Compartment as indicated at the Article 12 of the Management Regulation as well as the expenses as described in the Final Terms in relation with the administration of the Compartment are born by the Compartment.

The Management Company will be reimbursed for the costs it pays on behalf of the Compartment.

Article 3

The Custodian – The Banker

The Management Company on behalf of the Fund may appoint an institution as the custodian (the "Custodian"), and/or a Banker (the "Banker") and set their role and responsibilities.

A separate bank account will be open with a cash custodian to allow for the segregation of the monies held by the Compartment from monies held by other compartments.

Article 4

The Investment Manager

Management Company will perform the management of the Compartment portfolio and has been entrusted with the broadest power for considering and implementing investment opportunities in accordance with the investment policy as described in the Specific Management Regulations.

Article 5

Investment policy - Structure

In addition to the provisions of the Management Regulations of the Fund, the Management Company will use the proceeds of the issuance of the Notes used to invest as follows:

- 1) to acquire or subscribe shares (the "Shares") of RootBridge AG, having its registered office at Rabengasse 2a, CH-8704 Herrliberg, Switzerland, registered under the file number CHE-443.764.496 (the "Swiss Entity").

RootBridge AG helps businesses from inception stage to exit with a bridge to innovative and sustainable business models as well as to emerging markets. (www.rootbridge.eu). Financial information about the Swiss Entity is at the disposal of the Noteholders upon request.

- 2) as cash reserve (the "Cash Reserve") to cover the Expenses of the Compartment.

(all together the "Underlying Assets")

The Issuer will acquire or subscribe Shares of the Swiss Entity and will keep a minimum cash reserve to cover the Expenses of the Compartment.

The Underlying Assets will be financed by the issuance of Notes (hereafter the "Notes") which will bear the name of "RootBridge Diversified Opportunity". The terms and conditions of the tranches of the Notes will be specified in a separate document called Private Placement Memorandum and the relevant Final Terms.

Article 6

Subscription of Fund Units

The Units are subscribed for in accordance with the Management Regulations of the Fund and the Specific Management Regulations applicable to the Compartment thereof.

The Units issued by the Management Company on behalf of the Fund and representing the net assets of the Compartment shall be issued in a registered form.

The offer and the purchase of Units are restricted to a selected category of investors as decided on a case by case basis by the Management Company on behalf of the Fund.

The Specific Management Regulations do not constitute an offer or solicitation (i) by anyone in any jurisdiction in which such offer or solicitation is not lawful or (ii) in which the person making such offer or solicitation is not qualified to do so, or (iii) to anyone to whom it is unlawful to make such offer or solicitation.

Article 7

Subscription price & Subscription period

The provisions applicable shall be the same as those provided in the Management Regulations of the Fund.

Investors which are not considered as professional or well-informed investors as defined by the Securitisation Act 2004 are required to subscribe a minimum initial amount equivalent to EUR 100.000,00 (One hundred thousand euros).

The subscription price per Unit during the initial subscription period is set at CHF 100,00

Article 8

Contract notes

Subject to the restrictions contained in the Management Regulations, any natural person or legal entity shall be entitled to acquire Units of the Compartment.

Ownership of the Compartment Units shall be dependent upon registration of the Unitholder's name in the Register of Unitholders, with investors receiving, at their request, a written confirmation thereof (contract note).

The Management Company may be required to issue fractions of Units.

Article 9

Net Asset Value

The Net Asset Value (the "NAV") per class of unit is calculated once at the beginning of each calendar year by the Management Company in accordance with the Management Regulations of the Fund.

Article 10

Suspension of the calculation of the NAV, of conversions, subscriptions and redemptions of Fund units

The provisions applicable shall be the same as those provided for in the Management Regulations of the Fund.

Article 11

Redemption of Units

There is no lock up period at the level of the Compartment nor at the level of the Unitholders.

Article 12

Fund expenses

The expenses referred to in the Management Regulations shall be the same as those applicable to the Compartment.

The Investment Manager may provide advance(s) in current account should the Compartment need funds to pay the Fund Expenses.

Article 13

Accounting year, Audit, Currency

The Fund's accounting year ends on 31st December of each year and for the first time on 31st December 2024.

The Fund's accounts shall be audited by an Auditor appointed by the Management Company.

The Base Currency of the Compartment is EUR any currency which may replace it and be in circulation in the future.

The Fund's formation costs shall be financed by the Management Company and shall be reimbursed by the Compartment once it is incorporated and be amortised over a period of five years from the issuance of the Certificates.

Article 14

Distribution policy

As the Fund offers only capitalisation units, no provision shall be made for the distribution of dividends. However, the Management Company may decide, at its sole discretion, to cause dividends to be paid to the Unitholders.

Subordination rules: pursuant to the section 3.3 of the Private Placement Memorandum, the following subordination rules apply by default to financial instruments issued by the Issuer or the loan contracted by the Issuer:

1. The units issued at the charge of the Issuer are subordinated to the other financial instruments issued and to the loans contracted by the Issuer;

2. Non-fixed yield debt financial instruments issued by the Issuer are subordinated to fixed yield debt financial instruments issued by the Issuer.

Notwithstanding the above-mentioned provisions, any relevant Final terms may contain clauses defining differently the rank of the rights of investors and creditors.

Article 15

Amendments to the Management Regulations

The Management Company may amend these Specific Management Regulations of the Compartment in the interest of the Unitholders or for a given operation of the Compartment of the Fund.

The amendments shall enter into force on the day the record of the amendment to the Specific Management Regulations is signed.

Article 16

Notification

The rules applicable in the Management Regulations of the Fund shall also apply to the Compartment.

Article 17

Conversion from one Compartment to another and transfer of Units

The rules applicable in the Management Regulations of the Fund shall also apply to the Compartment.

Article 18

Term and dissolution of the Fund, Dissolution and merger of Compartments

The rules applicable in the Management Regulations of the Fund shall also apply to the Compartment.

Article 19

Limitation – non petition

The rules applicable in the Management Regulations of the Fund shall also apply to the Compartment.

Article 20

Applicable law, Jurisdiction and Language

The Luxembourg District Court shall be competent to settle any disputes arising between Unitholders of the Fund and of the Compartment, the Management Company and the managers of the Management Company.

These Management Regulations shall be governed by and construed in accordance with Luxembourg law. However, the Management Company may submit itself and the Fund to the jurisdiction of the countries where the Unitholders of the Fund are resident in order to formulate claims in such countries.

In case of discrepancies with any other offering or constitutive documents with regard to the Fund and/or its compartments, the English version of the Specific Management Regulations shall prevail.

Article 21
Commitments

In its capacity as the Management Company, MRB MANAGEMENT SARL undertakes that it shall strictly observe the Management Regulations and the Specific Management Regulations of the Compartment.

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
IN WITNESS WHEREOF,


The promoter has drafted this document in three originals on 5th March 2024 one copy of which must be registered.

MRB MANAGEMENT SARL, the Management Company

Represented by its sole manager,

Signature

DocuSigned by:

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MRB FUND PARTNERS AG
Rep. by Volker VARNHOLT and Markus TÖLLKE
Legal Representatives