

**AGREEMENT OF MANAGEMENT AND CUSTODY
(OVEREENKOMST VAN BEHEER EN BEWARING)**

van 3 april 2024

UpToMore Fund FGR
(v/h Kwynt Fund FGR)

UpToMore bv
(v/h Kwynt Management bv)

Stichting Juridisch Eigendom UpToMore
(v/h Stichting Juridisch Eigendom Kwynt)

DATED _____ 2024

FINCY FUND FGR

AGREEMENT OF MANAGEMENT AND CUSTODY

(OVEREENKOMST VAN BEHEER EN BEWARING)

THE UNDERSIGNED:

1. **Kwynt Management B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), having its corporate seat in Amsterdam, the Netherlands and address at 1077 LS Amsterdam, the Netherlands, Albrecht Dürerstraat 5-2, Trade Register number 76966526 ("**Manager**"),

and

2. **Stichting Juridisch Eigendom Kwynt**, a foundation (*stichting*), having its corporate seat in Amsterdam, the Netherlands and address at 1077 LS Amsterdam, the Netherlands, Albrecht Dürerstraat 5-2, Trade Register number 76966542 ("**Legal Titleholder**").

WHEREAS:

- A. The Manager acts as a management company (*beheerder*) of an undertaking for collective investment in transferable securities (*instelling voor collectieve belegging in effecten*, "**UCITS**") within the meaning of Article 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, "**DFSA**").
- B. The Manager has obtained a license to act as management company from the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*, "**AFM**") in accordance with Article 2:69b(1)(a) DFSA.
- C. The Manager currently manages one UCITS, namely Kwynt Fund FGR (the "**Fund**"), an open-ended fund for joint account (*fonds voor gemene rekening*), which is formed under the laws of the Netherlands. The Fund brings together capital raised from the investors in the Fund (the "**Unitholders**") for the purpose of collective investment in transferable securities or in other liquid financial assets in order to allow the Unitholders to share in the proceeds thereof.
- D. The Fund is a contractual arrangement between the Manager, the Legal Titleholder and each of the Unitholders individually. The Fund will be governed by the terms and conditions in respect of the Fund, initially dated _____ 2024 and as may be amended from time to time (the "**Terms and Conditions**") and the prospectus in respect of the Fund, initially dated 25 January 2024 and as may be amended from time to time (the "**Prospectus**" and together with the Terms and Conditions the "**Fund Terms**").
- E. The Legal Titleholder has as its sole statutory purpose to hold legal title to the assets and liabilities of the Fund for the risk and account of the Unitholders in accordance with the Fund Terms.
- F. By entering into this agreement of management and custody (the "**Agreement of Management and Custody**") (i) the Manager and the Legal Titleholder agree to be bound by and to act in accordance with the Fund Terms in the execution of their respective responsibilities in respect of the Fund and (ii) the Legal Titleholder will provide a power of attorney to the Manager to enter into each such agreement and/or transaction as the Manager deems necessary and in the interests of the Unitholders.

DECLARE TO HAVE AGREED AS FOLLOWS:

1. Fund Terms

By signing this Agreement of Management and Custody the Manager and the Legal Titleholder agree to be bound by the Fund Terms and declare towards each other and towards each of the Unitholders to act in accordance with the Fund Terms and in the best interests of the Fund and the Unitholders.

2. Power of Attorney

- 2.1. The Manager is authorized to act on behalf of the Legal Titleholder in respect of the collective portfolio management for the Fund. The Legal Titleholder, acting in its capacity as legal owner of the assets and liabilities of the Fund and therefore exclusively entitled to the Fund assets and liabilities, hereby grants the Manager a power of attorney for the performance of all functions and legal acts referred to in Article 5.4 of the Fund Terms and Conditions and for all other legal acts relating to the Fund as may be deemed necessary and in the interests of the Fund and the Unitholders, in respect of which the Manager represents the Legal Titleholder. The Manager is not authorized to represent the Unitholders.
- 2.2. As part of an outsourcing arrangement, the Manager may grant a third party a power of attorney to perform the acts referred to in Article 3.1 in the name of the Legal Titleholder. If the Manager grants a power of attorney as referred to in the previous sentence, the Manager will inform the Legal Titleholder hereof. The Manager may not be substituted.


3. Governing Law and Jurisdiction

- 3.1. Article 23 of the Terms and Conditions applies mutatis mutandis with respect to this Agreement of Management and Custody.

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AGREED AND SIGNED ON _____ 2024

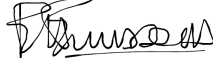
Kwynt Management B.V.


DocuSigned by:

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Name: Pieter C. de Haes
Title: director

DocuSigned by:

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Name: K. de Bolster
Title: director

Stichting Juridisch Eigendom Kwynt

DocuSigned by:

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Name: E.L. Franssens
Title: director

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Name: M. van Balen
Title: director