SUPPLEMENTAL CELL PROSPECTUS

DATED 1 JANUARY 2025

RENAISSANCE GLOBAL EQUITY FUND IC LIMITED

(an incorporated cell registered with limited liability in Guernsey with registration number 61176)
(the "**Cell**")

being an incorporated cell of

PRIME INVESTMENTS ICC LIMITED

(an incorporated cell company registered with limited liability in Guernsey on 12 November 2020 with registration number 68399 (the "**Company**") and governed by the provisions of the Companies (Guernsey) Law, 2008, as amended (the "**Companies Law**")

This Supplemental Cell Prospectus (the "**Supplement**") together with the Prospectus issued in respect of Prime Investments ICC Limited (the "**Prospectus**") represents the scheme particulars in connection with the issue of Participating Shares in the abovementioned cell as required by, and prepared in accordance with, The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021 (the "**Rules**") as issued by the Guernsey Financial Services Commission (the "**Commission**") pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 2020, as may be amended from time to time.

This Supplement must be read in conjunction with the Prospectus and applications for Participating Shares will only be accepted on that basis.

Further copies of the Supplement and Prospectus may be obtained from the Manager.

This is a Supplement to the Prospectus of the Company relating to the Cell, an incorporated cell of the Company registered on 12 November 2015.

The Company (including the Cell) is authorised by the Commission as an authorised open-ended collective investment scheme of Class B.

The Cell has been incorporated as an incorporated cell pursuant to the Companies Law, having its own separate legal personality and representing a distinct portfolio of assets and liabilities separate from those of the Company or any other cells of the Company.

This Supplement contains information which is specific to the Cell. The Prospectus of the Company contains further important information in relation to the Company, its management and operation and its incorporated cells (the "**cells**") that applies to the Company as a whole and to each cell, including the Cell. This Supplement should be read in conjunction with the Prospectus of the Company and the Memorandum of Incorporation and Articles of Incorporation of the Cell (the "**Cell Articles**") and applications for Participating Shares will be accepted only on that basis. Copies of the Prospectus of the Company and the Cell Articles may be obtained from the Manager upon request.

Where not otherwise defined in this Supplement, capitalised terms shall bear the meaning ascribed to them in the Prospectus and/or the Cell Articles, as the context requires.

INFORMATION SUMMARY

Base Currency of the Cell:	US Dollars.
Business Day:	means a day (other than Saturday and Sunday) on which banks in Guernsey and Mauritius are open for normal banking business.
Classes of Participating Shares:	means the different classes of Participating Shares as may be issued to Shareholders in accordance with the Cell Articles bearing such rights and characteristics as set out hereto. The Cell may consist of various classes in various currencies.
Dealing Day:	means each Business Day.
Directors	means the Board of Directors of the Cell, being: • Shane Edward Peters • Stephan Bernard Hartzenberg • Christopher Michael Jehan • Andreas Rapanos
Dividend Policy:	no dividends will be paid. All income received will be reinvested.
Investment Manager:	Renaissance Wealth Management (UK) Limited.
Minimum Initial Investment:	means US$7,500 (or currency equivalent).
Minimum Subsequent Investment:	means US$500 (or currency equivalent).
Minimum Redemption:	means not less than US$10 (or currency equivalent).
Settlement Date:	means two (2) Business Days after the relevant Dealing Day for subscriptions and five (5) Business Days after the relevant Dealing Day for redemptions as further detailed in section F below.

THE ATTENTION OF INVESTORS IS DRAWN TO THE RISK WARNINGS CONTAINED IN SECTION D AND WITHIN THE PROSPECTUS

CELL CHARACTERISTICS

A. Investment Objective

The portfolio aims to provide a balance between capital preservation and capital growth in the Base Currency with a reduced level of volatility via strategic exposures to a wide range of asset classes. The Cell is ideally suited to investors with a moderate risk tolerance and with an investment horizon of 5 years or longer. The Investment Manager will tolerate short-term volatility in order to achieve the investment goal of long-term real returns.

The Cell seeks to outperform the higher of either a 5% annual return; or SOFR (secured overnight financing rate) +2% over a full stock market cycle (5 years).

There can be no assurance that the Cell will achieve its investment objective.

B. Investment Policy

The Cell may invest in a broad range of asset classes, including global equities, alternatives, commodities, corporate and government bonds, money market instruments, cash and near cash. The flexible asset allocation model will, however, mean that some of the aforementioned asset classes may not exist in the portfolio at all times.

The Cell may invest in exchange traded funds or other types of investment funds instead of investing directly in the underlying asset class ("**Underlying Funds**").

The Cell may invest in forward foreign currency exchange contracts and other derivatives (such as futures and options) for efficient portfolio management and for investment purposes.

The Cell may also invest in structured notes issued by high quality credit institutions.

C. Investment Restrictions, Borrowing and Leverage

The following investment restrictions shall apply to the Cell:

- the Cell may not take, or seek to take, legal or management control of the issuers of underlying investments;
- the Cell will adhere to the general principle of risk spreading; and
- the Cell may hold up to 50% of its Net Asset Value in any single investment.

The Cell may, from time to time, engage in borrowing (including leverage) up to a maximum of 10% of the Net Asset Value of the Cell as determined on the date of the borrowing as appropriate:

- to pay redemptions; or
- to pay the subscription price for Underlying Funds; or
- to provide general liquidity, for example to pay general expenses; or
- to settle obligations arising from the hedging of currency exposure of the Shares in the Cell against fluctuations in the exchange rate between the currency of the Underlying Funds and the US Dollar; or
- for investment purposes.

The Cell is not permitted to enter into any form of borrowing or loan arrangement with other cells of the Company, or other collective investment schemes of the Investment Manager.

Subject to the provisions of the Rules and any associated regulatory guidance in relation to the prevention of double charging, the Cell may invest in the units or shares of Underlying Funds which are managed or operated by the Manager/Investment Manager, or an associated company of the Manager/Investment Manager.

The Directors are permitted to amend the preceding investment objectives, policy and restrictions applicable to the Cell provided that no material changes shall be made without providing Shareholders with sufficient notice to enable them to redeem their Participating Shares before the amendment takes effect.

D. Risk Warnings

Currency Risk – The rate of exchange between various currencies is a direct consequence of supply and demand factors, as well as relative interest rates in each country which are in turn materially influenced by inflation and the general outlook for economic growth. The investment return, expressed in the investor's domestic currency terms, may be positively or negatively impacted by the relative movement in the exchange rate of the investor's domestic currency unit and the currency units in which the Cell's investments are made. Investors are reminded that the Cell may have multiple currency exposure and such exposure may be hedged, although the Investment Manager is under no obligation to do so. Investors will bear the risks associated with fluctuations in the currency exchange rates.

The Base Currency of the Cell is US Dollars but the investments of the Cell may be denominated in various currencies other than US Dollars. Such investments may be unhedged against the Base Currency (US Dollars) which means that the values of such investments will fluctuate with US Dollar exchange rates. Thus, an increase in the value of the US Dollar compared to the other currencies in which the investments are priced reduces the effect of a positive performance, and magnifies any weaker performance, in the underlying investments. Conversely, a decrease in the value of the US Dollar has the opposite effect of magnifying a positive performance, but reducing the effect of any weaker performance, of the underlying investments.

Fixed Income Investment Risk – The primary risk in relation to fixed income investment is that the issuer will default on payment of the interest when due, or on repayment of the capital at maturity. If bought on issue and held to maturity bonds issued by first world governments, supra-national institutions and first class financial institutions carry little default risk. In this circumstance, however, they become an illiquid investment. If access to an investor's money subsequently becomes necessary, only the current market value will be realisable. The current market value will depend on how interest rates and their future prospects have moved since the deposit was issued. The level of market demand and supply will also be relevant.

Alternative Strategies Risk – Alternative investment strategies tend to have narrow or specialised investment strategies, may use gearing and could be less liquid and transparent than traditional mutual funds. Alternative investment strategies may include, though not be limited to, investments in funds of hedge funds and private equity funds. Investing in funds of hedge funds may involve a degree of special risk not typically encountered in traditional funds. An investor could lose all, or a substantial portion of, the investment made into funds of hedge funds. Investors may also not be able to fully understand the investment strategies and risk exposures. An investment in funds of hedge funds may be illiquid and there can be significant restrictions on transferring an interest in a fund. Although many of the risks associated with investment into hedge funds are to a degree mitigated by investing in funds of hedge funds, the investment in funds of hedge funds is a higher risk investment requiring careful selection based on detailed analysis of such a fund's manager. Accordingly, an investment in funds of hedge funds is not suitable for all investors and any such investment in funds of hedge funds should be discretionary capital.

The Cell may take on exposure to funds of hedge funds, funds of funds or feeder funds that seek to provide exposure to alternative strategies. As well as additional investment risks inherent in these types of strategies, these funds may be more expensive than funds that access their respective markets directly as a result of additional layering of fees. This may result in lower than expected returns.

Investing in private equity investments attracts risks similar to investing in equity investments and may also involve a reduced level of liquidity, together with a longer lock-in period. Leverage within these investments is also a common feature.

Property Investment Risk – Investments into direct property funds involve unavoidable stamp duty payable to governments, as well as very poor liquidity. In the event of a sharp decline in property markets, property funds may suspend their NAVs as a result of heavy redemptions placed by investors which cannot be met due to the illiquidity of the underlying assets. Property investments also tend to involve a degree of gearing, which can reduce returns in periods of declining market values.

Equity Investment Risk – Investing in equity shares means the investor is taking a stake in the performance of that company, participating in the profits it generates by way of dividends and any increase in its value by way of a rise in its share price. If the company fails, however, an investor's entire investment may be lost with it. The share price does not reflect a company's actual value, it is the stock market's view of a company's future earnings and growth potential, coupled with the level of demand for it that drive the share price higher or lower, as the case may be. Demand is a function of the market's assessment of which countries, industry sectors and individual companies offer the best prospects for growth. This assessment is influenced by a whole array of economic and political considerations.

Derivative Risk – The Cell may from time to time utilise both exchange-traded futures and options, as well as over-the-counter derivatives as part of its investment policy. These instruments are highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish an exchange-traded futures position permit a high degree of leverage. As a result, a relatively small movement in the price of a futures contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited.

Transactions in over-the-counter derivatives may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position, or to assess the exposure to risk. Whilst derivative instruments may be used for hedging purposes, the risk remains that the relevant instrument may not necessarily fully correlate to the investments in the Cell and accordingly not fully reflect changes in the value of the investment, giving rise to potential net losses.

Counterparty and Settlement – The Cell will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes. In particular, it should be noted that transactions may not always be delivery versus payment and this may expose the Cell to greater counterparty risk and potentially to loss in excess of the counterparty's obligations to the Cell.

Counterparty Risk in Over-the-Counter Markets – The Cell may enter into transactions in over-the-counter markets, which will expose the Cell to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Cell may enter into agreements or use other derivative techniques, each of which exposes the Cell to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of bankruptcy or insolvency of a counterparty, the Cell could experience delays in liquidating the position, as well as significant losses, including declines in the value of its investment during the period in which the Cell seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to cover any losses incurred.

Concentration Risk – Although it is the investment policy to diversify the Cell's investment portfolio, the Cell may at certain times hold a few relatively large investments in relation to its capital. The Cell could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected.

General Risks:

- Past performance of any investment is not necessarily a guide to future performance;
- Fluctuations in the value of underlying funds, the income from them and changes in interest rates mean that the value of the Cell, and any income arising from it, may fall as well as rise and is not guaranteed;
- Market and exchange rate movements may cause the value of investments to go down as well as up and an investor may not get back the amount invested;
- The fees charged by service providers to the Cell and the underlying fund managers are not guaranteed and may change in the future;
- The risks inherent in higher risk investments are greater than for other investments. Such higher risk investments may be subject to sudden and large falls in value. Higher risk investments include, but are not limited to, investments in smaller companies (even in developed markets), investments in emerging markets, single country debt or equity funds and investments in high yield or non-investment grade debt;
- The Cell may contain shares or units in funds that invest internationally. The value of an investment in the Cell and the income arising from it may therefore be subject to exchange rate fluctuations;
- The Cell may contain shares, or units in funds, that do not permit dealing every day. Investments in such funds will only be realisable on their dealing days. It is not possible to assess the proper market price of these investments other than on the relevant fund’s dealing days;
- Certain unregulated collective investment schemes may permit a greater degree of leverage than is permitted with investment funds that are available to the general public in the UK. Such collective investment schemes have a greater underlying volatility, which increases the risk of loss;
- Whilst derivative instruments may be used for hedging purposes, the risk remains that the relevant instrument may not necessarily fully correlate to the investments in the Cell and accordingly, not fully reflect changes in the value of the investment, giving rise to potential net losses;
- Forward contracts are neither traded on exchanges, nor standardised. Principals dealing in these markets are also not required to make markets in the currencies they trade with the result that these markets may experience periods of illiquidity. Banks and dealers will normally act as principals and usually each transaction is negotiated on an individual basis;

- Options purchased may result in the premium paid becoming valueless at maturity if the price of the investment underlying the option has not moved in favour of the Cell.

E. Classes and Participating Shares

The Directors may determine to issue further Classes of Participating Shares in the Cell with different rights attaching thereto and, in particular, although all Classes of Participating Shares will benefit from the same underlying securities and investment objectives and policy, different Classes of Participating Shares may from time to time be subject to different fees payable. To the extent that the Cell has more than one Class of Participating Shares subject to different fees, the Manager shall keep separate books and records for each Class of Participating Share and shall allocate the appropriate fees to each Class of Participating Shares.

F. Share Dealing

Subscriptions:
The application form to subscribe must be completed and received by the Manager in accordance with the procedures set out in the Prospectus by no later than 14:00 (Guernsey time) on the relevant Dealing Day, with cleared funds received by the Settlement Date. However, the Directors may, at their discretion, allow investors to make payment for subscriptions after these periods.

If payment in full has not been received by the Settlement Date, or in the event of non-clearance of funds, any allotment of Participating Shares made in respect of such application may, at the discretion of the Directors, be cancelled.

If cleared funds are not received on the Settlement Date, any interest costs and/or directly related charges will be reimbursed by the subscriber unless otherwise agreed by the Directors at their absolute discretion. In addition, the Directors will have the right to sell all or part of the investor's holding of Participating Shares in the Cell or any other Cell in order to meet those costs.

Redemptions:
Written notice to redeem must be received by the Manager by no later than 14:00 (Guernsey time) on the relevant Dealing Day, subject to any liquidity constraints applicable to the Cell's investments, payment of the redemption proceeds will usually be effected by the Settlement Date.

Further details of the share dealing policies and procedures in respect of the Participating Shares, including the timeframes for the issuance of contract notes, are set out in the Prospectus of the Company.

G. Investment Manager and Material Contract

Pursuant to the investment management agreement between the Cell, the Manager and the Investment Manager (the "**Investment Management Agreement**"), the Manager procured the appointment of the Investment Manager to the Cell as the investment manager responsible for the investment of the Cell's assets and has discretionary authority to invest the same in accordance with the objective, policy and investment restrictions set out in this Prospectus and this Cell Supplement.

Pursuant to the terms of the Investment Management Agreement, the Investment Manager shall not be under any liability to another for any Losses (as defined below) arising directly or indirectly out of any act or omission in the performance of its duties, obligations or functions under this Agreement unless such Losses arose out of or in connection with the negligence, fraud, bad faith, wilful default in the performance or non-performance of its obligations or duties or as a result of a breach of this Agreement or breach of the Laws (as defined in the Investment Management Agreement) by the Investment Manager.

The Cell shall indemnify, defend and hold harmless the Investment Manager from and against all actions, proceedings, claims and against all losses, costs, demands and expenses (including reasonable legal expenses) (defined as "**Losses**" for the purpose of this section) which may be brought against, suffered or incurred by the Investment Manager, by reason of the performance by the Investment Manager of its obligations under the terms of this Agreement (other than by reference to any negligence, fraud, bad faith, wilful default in the performance or non-performance of its obligations or duties or as a result of a breach of this Agreement or breach of the Laws (as defined in the Investment Management Agreement) by the Investment Manager).

The Investment Management Agreement may be terminated by either party upon not less than ninety days' notice or within such shorter timeframes under the circumstances prescribed in the Investment Management Agreement (for example, in the case of insolvency, un-remedied material breach, termination of the Management Agreement or if the Investment Manager ceases to be regulated to provide its services).

H. Distributor and Material Contract

The Cell has appointed, pursuant to the Distribution Agreement, Renaissance Wealth Management (UK) Limited (the "**Distributor**"), a company registered in England and Wales, as distributor to act as the promoter and distributor of the Cell and to market, promote, distribute and advertise the Cell and Participating Shares in any jurisdiction in which the Cell and Participating Shares are registered for distribution to the extent permitted by law and pursuant to the Distribution Agreement.

In the absence of negligence, fraud, bad faith, wilful default or breach of its obligations under Distribution Agreement on the part of the Distributor, the Distributor shall not in any circumstances be liable whether in contract or tort for any and all actions, proceedings, claims, costs, demands and expenses (including reasonable legal expenses) (defined as "**Losses**" for the purpose of this paragraph H) which may be directly or indirectly suffered or incurred by the Cell, by reason of the performance by the Distributor of its obligations under the terms of Distribution Agreement. The Distributor shall not be liable for any special consequential or indirect damages or loss of profits which may be suffered by the Cell in connection with Distribution Agreement. The Cell shall indemnify, defend and hold harmless the Distributor against any direct or indirect Losses, including any indirect or consequential damages (including without limitation, loss of profits or loss of goodwill) the Distributor may suffer as a result of the performance of services or any of its duties or obligations under Distribution Agreement (save for any of the Distributor's negligence, fraud, bad faith, wilful default or breach of its obligations under the Distribution Agreement) and the Cell shall in such instances, be directly liable and accountable to the Distributor.

The Distribution Agreement may be terminated by either party upon not less than six months' notice or within such shorter timeframes under the circumstances prescribed in the Distribution Agreement (for example, in the case of insolvency, un-remedied material breach, termination of the Distribution Agreement or if the Distributor ceases to be regulated to provide its services).

I. Fees and Expenses

Rules Derogation:
The Commission has agreed to dis-apply rule 2.7(10) of the Rules in relation to the Cell. Accordingly, it is possible that Shareholders may indirectly bear additional charges by virtue of the Cell's investment in other collective investment schemes which are also managed by the Investment Manager.

Subscription Charge:
There will be no subscription charge payable.

Management Fee:

There is no Management Fee in respect of the Cell.

Investment Management Fee:
Pursuant to the Investment Management Agreement, the Investment Manager is entitled to receive a fee for the services rendered to the Cell (the "**Investment Management Fee**").

The Investment Management Fee will be equal to 0.40% of the NAV of the Cell per annum and will accrue as at each Valuation Point, based on the current valuation of the Cell and is payable monthly in arrears.

Distribution Fee:

Pursuant to the Distribution Agreement, the Distributor is entitled to receive a fee of 0.10% per annum of the NAV of the Cell in respect of Participating Shares (the "**Distribution Fee**"). The Distribution Fee will accrue as at each Valuation Point, based on the current valuation of the Participating Shares of the Cell and is payable monthly in arrears. The Distributor will be entitled to be paid any expenses and disbursements reasonably incurred in the performance of its duties.

Administration Fee:

Pursuant to the Management Agreement, the Manager, acting in its capacity as Administrator shall be entitled to receive a fee, equal to 0.125% of the NAV of the Cell per annum, (the "**Administration Fee**") for the services rendered in connection with the Cell.

The Administration Fee will accrue as at each Valuation Point, based on the current valuation of the Participating Shares of the Cell and is payable monthly in arrears.

The Administration Fee is subject to annual review upon the Cell's year-end date. All changes will be with effect from the financial year-end of the Cell.

Custodian Fee:

Pursuant to the Custodian Agreement, the Custodian shall be entitled to the payment of a fee (the "**Custodian Fee**") for the services rendered in connection with the Cell. The Custodian Fee will accrue as at each Valuation Point, based on the current valuation and is payable monthly in arrears.

The Custodian shall be entitled to charge a maximum Custodian Fee of 0.05% per annum calculated on the Cell's NAV, subject to a minimum annual Custodian Fee of US$15,000 per annum. The Custodian shall levy fees quarterly in arrears. The Custodian Fee will be borne by the Classes of Participating Shares on a pro rata basis by reference to their respective NAVs.

Additional transaction fees may also apply. In addition, the Custodian may be entitled to charge and recover transaction fees, external costs and third-party fees (including sub custodian fees) reasonably incurred and as agreed in advance by the Manager.

Fee Increases:

The above quoted fees which are directly payable by the Cell shall only be increased subject to Shareholders being provided with sufficient notice to enable them to redeem their Participating Shares before the amendment takes effect. Shareholders will not be required to approve increases in fees payable by the Cell although the Directors reserve the right to seek Shareholder approval if they consider it appropriate to do so. Such approval(s) would be sought by means of an Extraordinary Resolution of the Cell.

Directors' Fees:

The Directors' fees in respect of the Cell shall not exceed £6,000 per director per annum, subject to a maximum aggregate of $20,000 (or currency equivalent) in any twelve-month period. Any increase in Directors' fees will be notified to Shareholders. Directors' fees shall be deemed to accrue from day to day and shall be paid by the Cell.

In addition, the Directors shall be entitled to be repaid for all reasonable out of pocket expenses properly incurred by them in the performance of their duties to the Cell. Such fees and expenses shall be paid out of the assets of the Cell alone and not from the cellular assets of other Cells of the Company or assets of the Company itself.

Transaction Fees:

Fees will be levied on all transactions placed in relation to the underlying assets of the Cell.

J. Additional Tax Considerations

Please refer to the Taxation section of the Prospectus.

K. Regulatory Position

The Company and the Cell are authorised as a Class B Collective Investment Scheme by the Commission under the Protection of Investors (Bailiwick of Guernsey) Law, 2020, as may be amended from time to time. In giving this authorisation the Commission does not vouch for the financial soundness of the Company or the Cell, or for the correctness of any of the statements made, or opinions expressed with regard to them.

This Supplement may not be circulated or copied where it may constitute an infringement of any local laws or regulations. This Supplement is for the sole use of the intended recipient and may not be reproduced or circulated without the prior written approval of the Investment Manager.

L. Declaration

The Directors have taken all reasonable care to ensure that the facts stated in this document are true and accurate in all material respects, and that there are no other material facts, the omission of which would make misleading any statement in this document, whether of fact or opinion. The Directors accept responsibility accordingly.