

CONFIDENTIAL

FX WAVE High Risk Fund Ltd.

A British Virgin Islands Corporation

Offering of up to 4,000,000 redeemable participating shares

Minimum subscription: EUR 50,000

Valoren number: CH10660307

ISIN number: VGG3707E1025

CUSIP number: G3707E102

Bloomberg code: FXWVHGR VI

PRIVATE PLACEMENT MEMORANDUM

October 2009

Copy number: _____

This Private Placement Memorandum is issued by the Board of Directors of FX WAVE High Risk Fund Ltd. Accordingly the Board of Directors accepts responsibility for its contents.

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DIRECTORY

REGISTERED OFFICE

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Tortola, VG 1110
British Virgin Islands

* Written enquiries relating to FX WAVE High Risk Fund Ltd. should be addressed to the Administrator at the address given above.

NOTICE

This Private Placement Memorandum has been prepared in connection with the private offering and sale of Class B redeemable participating non-voting shares, without par value (a “Share” or collectively, the “Shares”) of FX WAVE High Risk Fund Ltd. (the “Fund”), to a limited number of persons and may not be reproduced.

No person is authorised to issue any advertisement, give any information or make any representation not contained in this document in connection with the offering, subscription or sale of Shares and any advertisement so issued or information or representation so made must not be relied upon as having been authorised by or on behalf of the Fund. The delivery of this Private Placement Memorandum at any time and the allocation of Shares do not imply that the information contained herein is correct as at any time subsequent to its date.

The distribution of this document and the offering of the Shares in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Fund to inform themselves about and to observe any such restrictions.

The Shares of the Fund have not been registered under the U.S. Securities Act of 1933 (“Securities Act”) and the Fund itself has not been registered under the U.S. Investment Company Act of 1940, as amended. Shares may not be and will not be offered for sale or sold, transferred or delivered, directly or indirectly, to the United States, its territories or possessions, or to a U.S. Person (as defined herein).

The Fund has obtained a certificate of recognition (“Certificate of Recognition”) as a Private Fund from the Director of Investment Business pursuant to the Mutual Funds Act 1996 and Mutual Funds (Amendment) Act 1997 (together the “Act”) of the British Virgin Islands. As a Private Fund, all invitations to subscribe for or purchase Shares in the Fund will be made on a private basis and will be restricted to a limited number of persons associated with the Investment Manager or its affiliates, as a result of their having or seeking to establish a business relationship with the Investment Manager*. No such invitation to subscribe for shares in the Fund shall be generally circulated, nor shall subscriptions be solicited from members of the public.

This Private Placement Memorandum is intended solely for the use of the person to whom it has been delivered by the Fund, for the purpose of evaluating a possible investment by the recipient in the Shares described herein, and it is not to be reproduced or distributed to any other person (other than professional advisors of the prospective investor receiving this document from the Fund).

Transferability of Shares in the Fund is subject to the prior approval of the board of directors and there will be no public market for the Shares. Shares will be redeemable by the shareholders on each Redemption Day (as defined herein). The board of directors of the Fund (“Board of Directors” or “Directors”) may require a mandatory redemption in certain circumstances. Shares offered have not been traded prior to this offering.

The value of investments may fall as well as rise and there is no certainty of recouping the amount of money originally invested. There can be no assurance that the investment objectives of the Fund will be attained and that losses will not be realised. Consequently, the value of Shares may go up or down.

All monetary amounts set forth herein are expressed in Euro, unless indicated to the contrary.

Important - If you are in any doubt about the contents of this offering document, you should consult your stockbroker, bank manager, counsel and attorney, accountant or other financial adviser. Prospective investors should not construe the contents of this document as legal, tax or financial advice. Each prospective investor should consult his own professional advisors as to (a) the legal requirements within the country of his residence for the purchase, holding or disposal of Shares (b) any foreign exchange restrictions which may be relevant and the income and other tax consequences which may be relevant to the purchase, holding or disposal of Shares.

** In accordance with guideline 1.4 of the policy guidelines Issue Number 1, issued pursuant to section 3(2)(d) of the Act it is not envisaged that invitations to purchase shares in the Fund will be made to more than 300 persons.*

The acceptance of Fortis Bank (Nederland) N.V., Interactive Brokers and/or any other financial institutions of their appointment to act as banker, broker or custodian to the Fund does not constitute any express or implied warranty or representation on the part of these parties as to the quality and/or reputation of the service providers to or any other party connected with the Fund, the adequacy of information contained in this Private Placement Memorandum or the suitability of the Fund for investment purposes.

SUMMARY

This Summary should be read in conjunction with and is qualified in its entirety by reference to the information appearing in the main text of the Private Placement Memorandum (the “Memorandum”) and the documents described herein.

FUND

FX WAVE High Risk Fund Ltd. is an open-ended investment company incorporated in the British Virgin Islands on October 9, 2009.

INVESTMENT MANAGER

The Board of Directors has appointed FX Wave GmbH a Swiss corporation with its office in Riehen, Switzerland to serve, under the supervision, control and responsibility of the Board of Directors, as the Fund’s investment manager (the “Investment Manager”).

ADMINISTRATOR

Circle Investment Support Services B.V. of Amersfoort, The Netherlands (the “Administrator”) has been appointed as administrator to the Fund with responsibility for all administrative and accounting matters and calculation of the Net Asset Value of Shares. In addition, the Administrator will act as registrar, transfer and paying agent of the Fund.

COMPANY SECRETARY

Circle Secretarial Services Ltd. of Road Town, Tortola, British Virgin Islands (the “Company Secretary”) has been appointed as company secretary to the Fund with responsibility for all secretarial matters.

INVESTMENT OBJECTIVE

The Fund seeks to provide double-digit absolute levels of return from taking long and short positions in the GBP/USD FOREX pair.

The Investment Manager applies a technical trading approach that focuses predominantly on capturing profits from short-term volatility in Forex markets. The trading methodology includes short term trend following combined with pattern recognition techniques.

ELIGIBLE INVESTORS

Subscriptions will be accepted only from eligible investors (see section headed “Investor Suitability” of this Memorandum). The Fund may decline subscription for any reason from any investor in its sole discretion.

Shares may generally be purchased only by investors who are not a “U.S. Person” as defined herein.

BUSINESS DAY

A day when banks are open for business in the United Kingdom, Switzerland and The Netherlands.

VALUATION DAY

The last Business Day of each calendar month or such other day as may be determined by resolution of the Board of Directors as of which the Net Asset Value of the Fund and the Net Asset Value per Share will be calculated. The Board of Directors may establish additional Valuation Days.

NET ASSET VALUE

The net asset value per Share on any Valuation Day is equal to the aggregate net asset value (as defined below) of the Fund divided by the total number of Shares outstanding on the Valuation Day (“Net Asset Value”).

AGGREGATE NET ASSET VALUE

The total value of the assets of the Fund (including all cash and cash equivalents, accrued interest, and the market value of all securities and all other financial instruments of the Fund) minus all accrued debts, liabilities and obligations (including management, performance and professional fees) and any contingencies for which the Administrator determines that reserves or accruals should be made (“Aggregate Net Asset Value”).

DEALING DAY

Any day on which the Shares of the Fund are offered for subscription, usually the first Business Day of each month or such other day as may be determined by resolution of the Board of Directors.

PAYMENT DAY

The day on which payment for Shares of the Fund subscribed must be received on the Fund's subscription bank account, which is defined as no later than four Business Days after the relevant Dealing Day.

SUBSCRIPTIONS

The Fund is offering, through this Memorandum, participating shares with no par value ("Shares"). The Shares subscribed to shall be issued on the next available Dealing Day following receipt of the Subscription Agreement at the Net Asset Value per share calculated as at the Valuation Day (increased by a placement fee if applicable) immediately preceding the relevant Dealing Day. A placement fee may be payable on subscriptions and is described in the section headed "Fees and Expenses" of this Memorandum.

During the initial subscription period which ends on December 31, 2009 Shares will be offered at a price of EUR 100.

A duly completed and signed Subscription Agreement must be received by the Administrator at least two (2) Business Days prior to the relevant Dealing Day. Subscription monies must ultimately be received by the Fund in cleared funds on the relevant Payment Day.

Subscriptions will only be accepted at the discretion of the Board of Directors, following confirmation from the Investment Manager that the subscription is acceptable.

MINIMUM SUBSCRIPTION

Any initial subscription by an investor shall be for a minimum amount of EUR 50,000 and additional subscriptions from existing shareholders shall be for an amount of at least EUR 10,000. The Board of Directors, in its discretion, reserves the right to alter these minimum subscription amounts.

INVITATIONS TO SUBSCRIBE AND PLACEMENT FEE

All invitations to subscribe for Shares will be made on a private basis, either directly by the Fund or through the assistance of placement agents and intermediaries. A placement fee of up to five percent (5%) of the total subscription amount may be charged by the Investment Manager, which will be used to compensate such placement agents and intermediaries.

REDEMPTION DAY

The first Business Day of each calendar month or such other day as may be determined by resolution of the Board of Directors.

REDEMPTIONS

Shareholders may redeem Shares on each Redemption Day for an amount per Share equal to the Net Asset Value per Share on the preceding Valuation Day, following the receipt of a completed and signed Redemption Request Form by the Administrator.

Redemption requests must be received by the Administrator (and, if sent by fax, neither the Administrator nor the Fund accept responsibility for errors in transmission) at least thirty five (35) days prior to the Redemption Day on which the relevant Shares are to be redeemed. Any redemption request received with less than thirty five (35) days' prior notice will be processed for the following Redemption Day. The Fund will usually arrange for payment to the shareholder of the full redemption proceeds within ten (10) Business Days after the relevant Redemption Day.

The minimum redemption amount is EUR 10,000 or such lower amount as the Board of Directors may in its absolute discretion decide. The Fund may under certain circumstances effect a compulsory redemption of Shares.

If redemptions of Shares result in a shareholder's remaining balance of Shares having a Net Asset Value of less than EUR 10,000 the Board of Directors, in its absolute discretion, shall have the right to require the compulsory redemption of all of the Shares held by the relevant shareholder(s). Any such compulsory redemption shall be made at the Net Asset Value of the Valuation Day immediately following the issuance of a Notice of Redemption to the shareholder or such other day as determined by the Board of Directors. (For more on Redemptions see heading "Shares of the Fund" of this Memorandum).

DIVIDENDS

The Fund does not anticipate that any dividends or other distributions shall be paid to shareholders out of the Fund's earnings and profits, but rather such income will be reinvested. The Fund reserves the right to change this policy.

FEES AND EXPENSES

The Fund will bear its own organisational, managerial and administrative expenses. The Fund will pay the Investment Manager a management fee ("Management Fee") of up to two point four zero percent (2.40%) per annum of the Net Asset Value of the Shares. The Fund and the Investment Manager may agree to a reduced management fee for any period of time.

The Investment Manager is entitled to a quarterly performance fee ("Performance Fee") equal to twenty percent (20%) of any increase in the Net Asset Value of the Shares (including net unrealised gains) and subject to the High water Mark principle. Performance fees are calculated and accrued monthly and are payable quarterly in arrears.

A placement fee of up to five percent (5%) of the Net Asset Value of the Shares purchased may be payable to the Investment Manager, which will be used to compensate sales agents appointed by the Fund.

More information about expenses, fees and their calculation is set out in details under the heading "Fees & Expenses" of this Memorandum.

TAX STATUS

Under the laws of the British Virgin Islands, the Fund is not liable for any income tax, corporation tax, capital gains tax or any other tax on income or distributions accruing to or derived from the Fund or in connection with any transaction to which the Fund is a party.

Under the laws of the British Virgin Islands, shareholders of the Fund are not subject to any form of taxation in respect of their shareholding or redemption thereof provided they are not themselves resident in the British Virgin Islands. Each shareholder should consult a tax advisor as to his own tax position.

The foregoing is a synopsis only as it does not attempt to be complete and is in all respects qualified by the more detailed information appearing elsewhere herein and in the exhibits annexed hereto.

THE FUND

Introduction

FX WAVE High Risk Fund Ltd. is an open-ended investment company incorporated on October 9, 2009 under the laws of the British Virgin Islands. The Fund is open for subscriptions and redemptions on a monthly basis.

The financial year of the Fund is the calendar year. The Fund has appointed Deloitte Accountants B.V. of Utrecht, The Netherlands to act as the independent auditor of the Fund's annual financial statements.

Investment Objective and Policies

The Fund seeks to provide double-digit absolute levels of return from taking long and short positions in the GBP/USD FOREX pair.

The Investment Manager applies a technical trading approach that focuses predominantly on capturing profits from short-term volatility in Forex markets. The trading methodology includes short term trend following combined with pattern recognition techniques.

The Investment Manager expects to use leverage in order to seek enhanced returns. The Investment Manager is authorised to engage in an investment strategy in which the degree of leverage is not limited to any predetermined level. The Investment Manager is authorised to undertake short-term and long-term borrowings (including reverse repurchase agreements), which may be secured by all or part of the assets of the Fund and recourse by counter parties may be made solely against the assets of the Fund.

The foregoing description of the Fund's investment strategy represents the Investment Manager's present intentions in view of current market conditions and other factors. The Investment Manager may vary the foregoing investment objectives and guidelines to the extent it determines that doing so will be in the best interests of the Fund its shareholders.

Investment Powers

The Investment Manager has broad investment powers and maximum flexibility and is not bound by any fixed guidelines in allocating the Fund's assets other those stated in this Memorandum (if any). The Investment Manager may reallocate the Fund's assets in response to changing market conditions.

RISK FACTORS

Shares of the Fund are suitable for purchase only by sophisticated investors for which an investment in the Fund would not constitute a complete investment program and which fully understand, are willing to assume and have the financial resources necessary to withstand the risks involved in the Fund's investment program, and which are able to bear the potential loss of their entire investment. Prospective investors should maintain investment holdings with risk characteristics different than those of the Fund. Each prospective investor is urged to consult with its own professional advisors to determine the suitability of an investment in the Fund and the relationship of such an investment to the prospective investor's overall investment program and financial and tax position. There can be no assurance that the investment objective of the Fund will be achieved.

There are certain risks to be considered that are common to an investment fund of this nature. These include:

General. The transactions in which the Investment Manager generally will engage involve trading risks. Growing competition in the financial markets as well as the development of sophisticated technology that is able to discover investment opportunities more rapidly may limit the Investment Manager's ability to take advantage of opportunities in rapidly changing markets.

No assurance can be given that the investment styles selected by the Investment Manager and/or the investment and trading strategies employed by the Investment Manager will be successful or that shareholders will realise net profits on their respective investments.

Because of the nature of the Fund's investment activities, the results of the Fund's operations may fluctuate from month to month. Accordingly, investors should understand that the results of a particular period will not necessarily be indicative of results in future periods.

Markets. It may not always be possible to execute a buy or a sell order at the desired price or to liquidate an open position, either due to market conditions on exchanges or due to the operation of daily price fluctuation limits or "circuit breakers". It is also possible that an exchange or governmental authority may suspend or restrict trading on an exchange or in particular securities or other financial instruments traded on such exchange. Options trading may be restricted in the event that trading in the underlying security becomes restricted, and options trading may itself be illiquid at times, irrespective of the condition of the market of the underlying security, making it difficult to offset option positions in order to realise gain thereon, limit losses or change positions in the market.

Economic conditions. The success of any investment activity may be affected by general economic conditions, which may affect the level and volatility of interest rates and the extent and timing of investors' participation in the markets for interest sensitive instruments. Market periods characterised by illiquidity or flattened volatility could impair the Investment Manager's ability to trade successfully.

Reliance on the Investment Manager. The Fund's success depends solely on the Investment Manager's ability to identify investments that will positively contribute to the Fund's performance. There can be no assurance that the investing and/or trading methods employed by the Investment Manager will produce profits. Moreover, the Investment Manager is dependent on the services of the Investment Manager, which in return may depend on a limited number of key persons and if one of them were to become unavailable due to death or permanent illness it might have a serious impact on the Fund's performance and continuity and therefore the Fund will be liquidated.

Limited Ability to Liquidate an Investment in the Fund. Shares may be redeemed only on a Redemption Day. Requests for redemption must be received at least thirty five (35) days before the proposed Redemption Day and, accordingly, the value of Shares on the Redemption Day may vary significantly from that at the time a redemption request is required to be submitted.

Trading Risks. Substantial risks are involved in the trading of securities. Market movements can be volatile and are difficult to predict. Government policies, particularly those of the U.S. Federal Reserve Board, can have a profound effect on interest rates which, in turn, substantially affect securities prices as well as the liquidity of such markets. Politics, recession, inflation, employment levels, trade policies, international events, war and other unforeseen events can also have a significant impact on the price of securities. Various techniques are employed to attempt to reduce the risks inherent in the trading strategies utilised by the Investment Manager. The ability to achieve the desired effect through a particular technique is dependent upon many factors, including the liquidity of the market at the desired time of execution. Thus,

substantial risk remains that the techniques employed on behalf of the Fund can not always be effective in reducing losses. The activities undertaken by the Investment Manager may involve a degree of leverage. Accordingly, a relatively small price movement may result in substantial and immediate losses in excess of the amount committed by the Fund. At various times, the markets for exchange-listed securities may be “thin” or illiquid, making purchases or sales of securities at desired prices or in desired quantities difficult or impossible. The liquidity of the market may also be affected by a halt in trading on a particular securities exchange or exchanges.

Subscription risk. Investors should be aware that subscription monies may be automatically invested by the Fund as soon as they have been credited in the Fund’s bank account (i.e. before a contract note evidencing the investor’s holding in the Fund has been issued). In this respect, should the Fund experience any difficulties in its investment portfolio (e.g. fraud, illiquidity, bankruptcy) it may not be able to return the subscription monies to the investor. Should the case arise, the investor will be treated as a shareholder and not as a creditor.

Currency hedging policy. The Investment Manager is entitled, but is not obliged, to enter into forward contracts, use options or other methods of hedging in relation to investments representing currencies other than the Euro (if any), with a view to ameliorating the effect of any adverse currency movements. The decision by the Investment Manager to undertake a separate hedging policy in respect of investments may depend on the non-Euro currencies in which the assets of the Fund’s portfolio may be denominated, their respective weighting in the total of the Fund’s portfolio and the Investment Manager’s judgment as to whether certain non-Euro currencies will appreciate or depreciate against the value of the Euro.

Market risk. The market price of financial instruments owned by the Fund may go up or down, sometimes unpredictably. The value of a security may decline due to general market conditions, such as real or perceived adverse economic conditions or general adverse investor sentiment. Financial instruments values may also decline due to factors which affect a particular industry or industries, such as production costs and competitive conditions within an industry.

Interest rate risk. Interest rate risk refers to fluctuations in the value of a fixed-income security resulting from changes in the general level of interest rates. When the general level of interest rates goes up, the prices of most fixed-income securities go down and vice versa. Financial instruments with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than securities with shorter durations.

Credit risk; default risk. The Fund could lose money if the issuer or the grantor of a fixed income security, or the counter party to a derivatives contract, or a repurchase agreement does not make timely payments or honours its obligation. Debt instruments are subject to varying degrees of credit risks which are reflected in credit ratings. Debt instruments in the Fund’s portfolio may range in credit from unrated to “AAA” and other investment-grade debt.

Derivatives risk. The Fund may use derivatives as part of a strategy designed to reduce exposure to other risks such as interest rate or currency risk. The use of derivative instruments may involve risks different from, and possibly greater than, the risks associated with investing directly in securities and other traditional investments. Derivatives are subject to liquidity risk, interest rate risk, market risk and default risk. They also involve the risk of improper valuation and the risk that the changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index. The Fund, when investing in derivative transactions may lose more than the principal amount invested in some cases.

Short selling. The Investment Manager may engage in selling securities short. A short sale of a stock is the sale of a stock not owned by the seller. The seller borrows stock for delivery at the time of the short sale. Thus, the seller must buy the stock at a later date in order to replace the shares borrowed. If the price of the stock at such later date is lower than that at the date of the short sale, the seller realises a profit; if the price of the stock has risen, however, the seller realises a loss. Selling a security short exposes the seller to unlimited risk with respect to the security due to the lack of an upper limit on the price to which the security can rise.

Trading in options and swap agreements. The prices of all derivative instruments, including options, are highly volatile. Payments made pursuant to swap agreements also may be highly volatile. Price movements of options contracts and payments pursuant to swap agreements are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments and national and international political and economic events and policies. The value of options and swap agreements also depend on the price of the debt securities or

commodities underlying them. Swaps and certain options and other instruments are subject to the risk of non-performance by the swap counter party, including the risks relating to the financial soundness and creditworthiness of the swap counter party. The Fund does not have any fixed credit-rating requirements for the counter parties in which it may engage in swaps.

Forward trading. Forward contracts and options thereon, unlike commodity interests, are not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and “cash” trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable.

Valuation. In valuing the interests of the Fund, the Administrator will be dependent upon financial information provided by independent parties or by banks, brokers or other parties. If such information would prove to be incorrect at any time this may lead to a correction of previously calculated Net Asset Values.

Arbitrage Transactions. Among the many risks of arbitrage strategies as these may be employed by the Investment Manager are that two or more buy or sell orders may not be able to be executed simultaneously at the desired prices, resulting in a loss being incurred on both sides of a multiple trade arbitrage transaction. Also, the transaction costs can be significant because separate costs are incurred on each component of the combination. Consequently, a substantial favourable price movement may be required before a profit can be realised.

Limitation on Liability of the Investment Manager. Pursuant to the Investment Management Agreement between the Fund and the Investment Manager, the Investment Manager is not responsible for losses arising out of an error of judgment or negligence, but is only responsible for losses resulting from wilful misfeasance, bad faith or a reckless disregard of its duties and obligations. Accordingly, shareholder losses will not be recoverable from the Investment Manager if they resulted from an erroneous decision made in good faith or negligence. In order for a shareholder to obtain a recovery from the Investment Manager, the shareholder will have to demonstrate a high degree of misconduct on the part of the Investment Manager. Such a high burden of proof may serve to effectively insulate the Investment Manager from liability in the event a shareholder suffers a loss.

Absence of Secondary Market. Currently there is no public market for the Shares and it is unlikely that an active secondary market will develop. Shares are not being registered to permit a public offering under the securities law of any jurisdiction. The shareholders will be able to dispose of their Shares only by means of redemption on the relevant Redemption Day at the redemption price and subject to the restrictions set out under “Redemptions” in the absence of an active secondary market. In addition, the Board of Directors has the power to suspend and compel redemptions subject to the limitations outlined in “Compulsory Redemptions”.

Institutional risks. Institutions such as banks and brokerage firms will have custody of the assets of the Fund. Such firms may encounter financial difficulties which impair the operating capabilities or the capital position of the Fund.

Limited operating history. The Fund has limited history and there can be no assurance that it will achieve its objectives. Although the Investment Manager and its principals have substantial experience in managing similar assets any past performance of the Investment Manager and its principals, directors and officers should not be construed as an indication of the future results of an investment in Shares.

Investments. The Investment Manager may utilise complex derivative instruments and may trade in warrants and options, including over-the-counter options. All of these instruments are volatile and carry counter-party risks. If the Fund purchases an option or warrant, it may lose the entire amount of its investment (the premium). Selling uncovered options is potentially far riskier in so far as the Fund’s potential losses are theoretically unlimited.

Exchange rate fluctuations. The Fund’s base currency of accounting is the Euro. Certain of the investments of the Fund may be in currencies other than the Euro. Similarly, certain expenses of the Fund, including organizational, offering and operating expenses and the fees of Directors and service providers, have and will continue to be incurred in currencies other than the Euro. Accordingly, the Fund is at risk and liable for any gain or loss incurred as a result of exchange rate fluctuation, when such investments are realised or when such expenses are paid. Thus, shareholders -indirectly- bear the risk of exchange rate fluctuations in respect of any purchase of Shares. The Investment Manager may, but is not obliged, to employ a currency hedge overlay program.

Concentration of Investments. The Fund's portfolio will normally be diversified among a variety of different investment styles. However, the Fund's assets may from time to time be concentrated within a limited number of investment styles.

Changes in investment styles. The Investment Manager may decide to alter the Fund's investment styles without prior approval by the Fund or its shareholders if the Investment Manager decides that such change is in the best interests of the Fund. Any such change of strategy could result in the exposure of the Fund's assets to additional risks.

Effects of substantial redemptions. Substantial redemptions of Shares within a limited period of time could require the liquidation of positions more rapidly than would otherwise be desirable, which could adversely affect both the value of the Shares being redeemed and the value of the remaining outstanding Shares. In addition, regardless of the period of time during which redemptions occur, the resulting reduction in the Fund's assets could make it more difficult for the Fund to generate profits or recover losses. Redemptions of Shares during the first financial years of the Fund will result in a greater percentage of the Fund's offering and organizational expenses being borne by the holders of the remaining Shares or result in acceleration of amortization.

Substantial fees and expenses. The fees and expenses to which the Fund will be subject can be substantial. The Fund will therefore be required to make significant investment profits in order to avoid depletion or exhaustion of its assets.

Contingent liabilities. The Fund may find it necessary upon the redemption of Shares by a shareholder to set up a reserve for un-amortised, undetermined or contingent liabilities and withhold a certain portion of a shareholder's redemption proceeds.

Lack of regulation. Although the Fund is recognised as a Private Fund under the Mutual Fund Laws of the British Virgin Islands, this does not imply that there will be any restrictions on the Fund's trading and investment choices other than those set out in this Memorandum, nor does this imply that the activities of the Fund will be monitored on a regular basis by a supervisory body.

Absence of voting power. The Shares are non-voting and as such will not entitle any of the holders thereof to participate in the management of the Fund.

Conflicts of interest. Inherent and potential conflicts of interest exist in the nature and operations of the Fund. See "Conflicts of Interest".

Litigation. The Fund might be named as a defendant in a lawsuit or regulatory action stemming from the conduct of its business and the activities of the Investment Manager. In the event such litigation was to occur, the Fund would bear the costs of defending against it and be at further risk if the defence in the litigation were unsuccessful.

It should be noted that the Board of Directors and the Investment Manager have consulted with lawyers, accountants and other experts regarding the formation of the Fund. Such personnel are accountable to the Fund and the Investment Manager only and not to shareholders themselves. Each prospective investor should consult his own legal, tax and financial advisors regarding the desirability of an investment in the Fund.

THE FUND'S INVESTMENT PROGRAM ENTAILS SUBSTANTIAL RISKS. THERE CAN BE NO ASSURANCE THAT THE INVESTMENT OBJECTIVES OF THE FUND WILL BE ACHIEVED.

MANAGEMENT AND ADMINISTRATION

Board of Directors

The Board of Directors has overall management responsibility for the Fund, including establishing its investment, dividend and distribution policy, and has the authority to select and replace the Fund's administrator, bank, broker, custodian and any officers of the Fund and other persons or entities with management or administrative responsibilities to the Fund.

The directors of the Fund are as follows:

CTS Management Ltd., incorporated under the laws of the British Virgin Islands on August 24, 2000. CTS Management Ltd. is part of Circle Partners, a group of financial service companies with activities in the areas of fund administration, corporate finance and fiduciary management. Circle Partners has offices in The Netherlands, Switzerland, British Virgin Islands Slovak Republic and the United Kingdom.

Andreas Schuermann is authorized signatory of the Conservative Concept Portfolio Management AG, a leading alternative Investments Manager in Germany with about 300 Mio. USD under management. At CCPM he is responsible for the quantitative risk management. Having met CCPM as a customer in 1997 he joined the staff of CCPM in 2001 in the field of „Structuring and Product Management“. Andreas Schuermann holds a Master of International Taxation of the University Hamburg and studied economics at the University of Magdeburg.

Investment Manager

The Fund has appointed FX Wave GmbH as its Investment Manager. The Investment Manager was incorporated in Switzerland on November 8, 2005. The Investment Manager is regulated by Swiss Association of Asset Managers under registration number 108134 .

Under an Investment Management Agreement entered into between the Fund and the Investment Manager, the Investment Manager is responsible for managing the affairs of the Fund in accordance with the investment objective, policies and other provisions of this Memorandum and subject to the overall control and supervision of the Board of Directors. The Investment Management Agreement may be terminated by the Fund or the Investment Manager by giving 90 days' prior notice.

The Investment Manager owns the voting shares of the Fund.

The Fund shall indemnify and keep indemnified the Investment Manager and its directors, officers and employees from and against any and all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Investment Manager in its capacity of Investment Manager of the Fund, other than those resulting from the wilful misfeasance, bad faith, reckless disregard or fraud on its part or that of its directors or employees and other than expenses incurred by the Investment Manager for which it is responsible.

The Investment Management Agreement authorises the Investment Manager to delegate its responsibilities to other investment advisors and managers, subject to retaining certain responsibilities for evaluating and coordinating the services provided by such persons.

Administrator

The Fund has appointed Circle Investment Support Services B.V., to act as the administrator, registrar and transfer agent of the Fund.

Pursuant to the administration, registrar and transfer agency agreement as amended from time to time (the "Administration Agreement") between the Administrator and the Fund, the Administrator is responsible, inter alia, for the following matters under the general supervision of the Board of Directors:

- communicating with shareholders;
- maintaining the registers of Shares;
- administrative processing of subscriptions and redemptions and transfers of Shares;
- preparing and maintaining the Fund's financial and accounting records and statements;
- determining the Net Asset Value of the Shares (on a monthly basis);

- preparing financial statements;
- arranging for the provision of accounting, clerical and administrative services;
- maintaining corporate records; and
- disbursing payments of fees and salaries, if any.

It should be noted that in providing services as an administrator, the Administrator does not act as a guarantor of the Shares herein described.

The Administrator shall not, in any way and at any time, be involved with any investment decision to be made on behalf of the Fund, nor with the execution thereof (all of which will be made by the Investment Manager and/or any other investment advisor under the supervision of the Investment Manager), or the effect of such investment decisions on the performance of the Fund.

Further, the Administrator will not be responsible for verifying that the Investment Strategy, Guidelines and in particular any restrictions and limitations as contained and defined herein, are being adhered to by the Fund and/or the Investment Manager.

The Administrator and its directors, officers, employees, agents and nominees and their respective personal representatives, successors in title and estates shall be indemnified and held harmless by the Fund against all liability, loss, damage, claims, actions, accounts, proceedings, and demands and any costs and expenses whatsoever which may be incurred or suffered by the Administrator arising out of its appointment except where same shall arise through the dishonesty, wilful default, fraud or gross negligence of the Administrator.

Bank

The Fund has opened an operational bank account at Fortis Bank (Nederland) N.V. which will be used for transactions relating to subscriptions and redemptions of Shares in the Fund, the payment of fees and other Fund related invoices.

Prime Broker and Custodian

In selecting brokers and custodians to effect portfolio transactions for the Fund, the Investment Manager considers such factors as price, the ability to effect the transaction and reliability and financial position. The Fund will be charged brokerage commissions and custody fees and may pay interest charges and certain other trading expenses.

The brokers/custodians will not be involved in any investment decisions in relation to the Fund and accordingly will not accept any liability for the Fund's performance.

The Investment Manager remains responsible for the selection and appointment of any additional brokers/custodians as it deems fit.

Interactive Brokers

Interactive Brokers LLC ("IB") has been selected by the Investment Manager to be appointed as broker of the Fund's securities which will be deposited with IB as margin in respect of brokerage transactions to the Fund's assets. All trades executed with brokers other than IB are settled by IB on behalf of the Fund.

The Fund will work with IB on a best execution basis and the Fund will not enter into any "soft dollar" agreements with IB that would provide for IB to charge higher than usual commissions on transactions executed on behalf of the Fund, in exchange for providing goods or services to the Investment Manager.

Auditor

The Fund has engaged Deloitte Accountants B.V. of Utrecht, The Netherlands to serve as its independent auditor.

Due to the fact, that, the Fund is to be distributed to German investors, German tax advisory services will be provided by Deloitte of Frankfurt, Germany.

Legal Matters

Maples and Calder of Tortola, British Virgin Islands have advised the Fund as to certain matters arising under British Virgin Islands law.

Secretarial Services

Circle Secretarial Services Ltd. incorporated under the laws of the British Virgin Islands on June 28, 2006. Circle Secretarial Services Ltd. is incorporated to provide secretarial services to funds incorporated in the British Virgin Islands. Circle Secretarial Services Ltd. is part of Circle Partners, a group of financial service companies with activities in the areas of fund administration, corporate finance and fiduciary management. Circle Partners has offices in The Netherlands, Switzerland, British Virgin Islands, Slovak Republic and the United Kingdom.

FEES AND EXPENSES

Organisation costs

Operating costs (not including fees of the Investment Manager, Auditor and Administrator), legal and other expenses, together with the Board of Directors' fees, are estimated not to exceed EUR 10,000 per annum and will be paid by the Fund. The Fund has paid for non-recurring start-up costs such as incorporation and license fees and legal expenses which amounted to approximately EUR 30,000. Such costs are being amortised over a period of five years. Such amortisation is not in accordance with International Financial Reporting Standards and in this respect the accounts of the Fund may be qualified.

Fees of the Investment Manager

The Fund will pay the Investment Manager a Management Fee equal of up to 2,4% per annum of the Net Asset Value of the Shares. The Management Fee is accrued and paid monthly in arrears. The Fund and the Investment Manager may agree to a reduced Management Fee for any period of time.

In addition, the Investment Manager is entitled to a quarterly Performance Fee of 20% of the increase in Net Asset Value per Share (including net unrealised gains) and subject to the High Water Mark principle. Performance fees are calculated and accrued monthly and are payable quarterly in arrears.

Fees of the Administrator

Pursuant to the Administration Agreement, the Administrator will receive from the Fund remuneration for services rendered as invoiced to the Fund at the Administrator's standard rates for such services as approved by the Board of Directors.

Placement fee

A placement fee of up to five percent (5%) of the total amount of the subscriptions for Shares sold may be payable to the Investment Manager, which can be retained by it or used to pay placement agents or other intermediaries introducing subscribers to the Fund.

Remuneration of Directors

Directors will receive an annual directorship fee for their services. In addition, directors may be reimbursed for travel, lodging and out-of-pocket expenses relating to the attendance at meetings and other matters.

Other operating expenses

The Investment Manager and the Administrator will be responsible for providing all office personnel, office space and office facilities required for the performance of their services. The Fund will bear all other expenses incidental to its operations and business, including:

- brokerage commissions and custody charges if any;
- interest on debit balances;
- fees of the Fund's Legal Advisors and Auditor;
- the costs of maintaining the Fund's registered office in the British Virgin Islands;
- any income tax, withholding taxes, transfer taxes and other governmental charges and duties occurring for the Fund; and
- the costs of printing and distributing any Memoranda and reports, as well as notices to the shareholders.

Fees of the Company Secretary

The Company Secretary will be paid company secretarial fees at a rate of USD 500 per year.

SHARES OF THE FUND

The Fund has 4,000,100 authorised shares divided into the following classes:

- 100 Class A management shares without par value, having voting rights but not participating in any of the profits of the Fund. The management shares have all been issued to the Investment Manager; and
- 4,000,000 Class B participating shares without par value, having no voting rights.

The Shares will usually be issued in book entry form (but on request may be issued in the form of share certificates) and are, when issued, fully paid and non-assessable, and shareholders have no personal liability for the debts of the Fund. The Shares have no pre-emptive, conversion, exchange or other rights or privileges. Shareholders will participate on a pro rata basis in the assets of the Fund upon liquidation and in dividends and other distributions as declared.

Subscriptions

During the initial offering period, which ends on December 31, 2009 or such other earlier or later day as determined in the discretion of the Board of Directors, Shares will be offered at a fixed price of EUR 100. Thereafter, Shares will be available for subscription on each Dealing Day at a price equal to the Net Asset Value per Share calculated at the close of business on the preceding Valuation Day increased by any applicable Placement Fee.

The minimum initial subscription that will be accepted from a new investor will be EUR 50,000. Additional subscriptions may be accepted with a minimum of EUR 10,000 per transaction. The Board of Directors, in its discretion, reserves the right to alter these minimum subscription amounts.

Subscriptions will only be accepted at the discretion of the Board of Directors, following confirmation from the Investment Manager that the subscription is acceptable.

Applications for subscriptions should be made on the Subscription Agreement attached as Appendix A or such other form as the Board of Directors may, in its absolute discretion, from time to time direct.

Subscription Agreements should be received by the Administrator at least two (2) Business Days before the relevant Dealing Day and the amount in respect thereof must ultimately be received on the Payment Day, on the Fund's subscription bank account. The acceptance of subscriptions is at all times subject to confirmation of the receipt of cleared funds. Failing payment receipt on or before the Payment Day, subscriptions will be considered cancelled. The Board of Directors reserves the right to reject subscriptions in its absolute discretion, without assigning any reason thereto.

The Administrator will confirm in writing within five (5) Business Days of receipt of all Subscription Agreements which are received in good order, except in the instance where shareholders have access to the Administrator's web access tool in which instance no written confirmation will be sent. Investors failing to receive such written confirmation from the Administrator within 5 Business Days should contact the Investor Relations Department at the Administrator by email at fxwavehighriskfund@circlepartners.com, facsimile at (+31) 33 467 3890 or by telephone at (+31) 33 467 3880 to obtain the same. Failure to obtain such written confirmation will render instructions void.

Investors should be aware that subscription monies will be automatically invested by the Fund as soon as they have been credited in the Fund's bank account. The contract note evidencing the investor's holding in the Fund will be issued as soon as the Asset Value per Share has been calculated by the Administrator.

Investor Suitability

Subscription will be accepted only by eligible investors ("Eligible Investors"). An Eligible Investor is any person who is not a U.S. Person as defined below. The Fund may decline subscriptions for any reason from any investor in its sole discretion.

- (I) Within the United States

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 AS AMENDED ("SECURITIES ACT") AND THE SHARES CAN NOT BE SOLD, TRANSFERRED, OR DISTRIBUTED TO OR ON BEHALF OF A U.S. PERSON (AS THAT TERM IS DEFINED IN THE SECURITIES ACT).

Each prospective investor will be required to certify that the Shares are not being acquired directly or indirectly for the account or benefit of a U.S. Person.

For the purposes of this Memorandum and with the exception of certain accredited U.S. investors, tax-exempt U.S. investors and U.S. pension plans as mentioned herein below, U.S. Person means:

- (a) any natural person who is a resident or citizen of the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States or a state of the United States;
- (c) any estate of which any executor or administrator is a U.S. Person as defined in subparagraphs (a) and (b) herein;
- (d) any trust of which any trustee is a U.S. Person as defined in sub-paragraphs (a) and (b) herein;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or if an individual resident in the United States; or
- (h) any partnership or corporation if (i) organised or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

"U.S. Person" shall not include:

- (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States;
- (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person, if (A) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate, and (B) the estate is governed by non-United States law;
- (c) any trust of which any professional fiduciary acting as trustee is a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person;
- (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (e) any agency or branch of a U.S. Person located outside the United States if (A) the agency or branch operates for valid business reasons, and (B) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or
- (f) certain international organisations as specified in Rule 902(o)(7) of Regulation S under the Securities Act.

Each prospective investor will also be required to certify that, at the time when the subscription for Shares is originated; such investor is outside the United States and is outside of the United States as at the date of the execution and delivery of the Subscription Agreement.

Notwithstanding the foregoing prohibitions, the Fund may arrange or permit the private sale of a portion of the Shares to tax-exempt “accredited investors” that are “qualified purchasers” in the United States under restriction and other circumstances designed to preclude a distribution that would otherwise require registration of the Shares under the 1933 Securities Act, cause the Fund to become subject to the registration requirements of the Investment Company Act or cause the assets of the Fund to be “plan assets” for the purposes of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), including presentation by such investors, prior to the delivery to them of Shares, of a letter containing specified representations and agreements.

It is the responsibility of each investor to verify that the purchase of and payment for the Shares is in compliance with all relevant laws of the investor's jurisdiction of residence.

Anti - Money Laundering

To ensure compliance with statutory and other generally accepted principles aimed at the prevention of money laundering, the Fund and/or the Administrator may require a detailed verification of a prospective investor's identity. Depending on the circumstances of each application, a detailed verification may not be required if:

- the applicant makes the payment from an account held in the applicant's name at a recognised financial institution; or
- the application is made through a recognised financial institution.

These exceptions will only apply if the recognised financial institution referred to above is within a country recognised as having sufficient anti-money laundering regulations, such as a member state of the European Union which is subject to the EC Money Laundering Directive or one of the countries which makes up the Financial Action Task Force (“FATF”) and which is subject to the FATF recommendations.

An individual may be required to produce a certified copy of a passport or identification card certified by a notary public and a utility bill. Corporate applicants or other legal entities may be required to produce a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent), the names, occupations, dates of birth, residential and business addresses of all directors and the signatory card verifying the authority of officers to sign on behalf of the corporate entity. Trusts, or similar organisational units without specific beneficial owner, which subscribe to the Fund must demonstrate organisational documents which verify their existence and the authority of one or more signatories to sign subscriptions on their behalf.

Pending the provision of evidence satisfactory to the Administrator as to the identity of any prospective investor, the evidence of title in respect of Shares may be retained at the absolute discretion of the Administrator. If within a reasonable period of time following a request for verification of identity, the Administrator has not received evidence satisfactory to it as aforesaid, it may, in its absolute discretion, refuse to allot the Shares applied for in which event application monies will be returned without interest to the account from which such monies were originally debited.

In addition to the information required under the Subscription Agreement or application form, the Fund reserves the right to request such further information as is necessary to verify the identity of a prospective investor. The Fund also reserves the right to request such identification evidence in respect of a transferee of Shares. In the event of delay or failure by a transferee to produce any information required for verification purposes, the Fund may refuse to register the relevant transfer.

The Fund also reserves the right to refuse to make any redemption, payment, or distribution to a shareholder otherwise than to the account from which the corresponding subscription funds were paid where applications have not been supported by the required anti-money laundering information.

The Administrator reserves the right to request such information as is necessary to verify the identity and address of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Administrator may refuse to accept the application and the subscription monies relating thereto.

If the Fund or any functionary which is subject to the jurisdiction of the British Virgin Islands Financial Services Commission has a suspicion or belief that a payment to the Fund (by way of subscription or otherwise) is derived from or represents the proceeds of criminal conduct, that person is compelled under

applicable legislation to report such suspicion to the Financial Investigations Unit of the Royal Virgin Islands Police and the Financial Services Commission of the British Virgin Islands.

Redemptions

Shares are redeemable at the option of the holder on any Redemption Day for an amount per Share equal to the Net Asset Value per Share on the immediately preceding Valuation Day.

Requests for redemptions must be received by the Fund at the offices of the Administrator or elsewhere, as may be directed by the Board of Directors, at least thirty five (35) days prior to the relevant Redemption Day. Any redemption request received with less than thirty five (35) days' prior written notice will be processed for the following Redemption Day.

Redemptions will be determined applying the "first-in, first-out" principle, unless it is agreed by the Investment Manager and the applicable registered shareholder to take into account the different investments of the underlying beneficial owners of the Shares.

Each request for redemption must be signed by the shareholder(s) in whose names the Shares are registered and bear signature guarantees or other appropriate evidence of authenticity, when required by the Fund. Redemption requests are deemed received by the Fund on the date they are received by the Administrator or other applicable agent from time to time. Unless redemptions are suspended by the Fund, redemption requests can not be withdrawn without the prior approval of the Board of Directors.

The Administrator will confirm in writing within five (5) Business Days of receipt of all redemption requests which are received in good order, except in the instance where shareholders have access to the Administrator's web access tool in which instance no written confirmation will be sent. Investors failing to receive such written confirmation from the Administrator within 5 Business Days should contact the Investor Relations Department at the Administrator by email at fxwavehighriskfund@circlepartners.com, facsimile at (+31) 33 467 3890 or by telephone at (+31) 33 467 3880 to obtain the same. Failure to obtain such written confirmation will render instructions void.

Payments of the redemption proceeds will be made only to the accounts of registered shareholders as advised in the Redemption Form.

The Fund will usually arrange for payment to the shareholder of the full redemption proceeds within ten (10) Business Days after the relevant Redemption Day. This policy can be altered at any time without notice at the discretion of the Board of Directors.

A partial redemption request for an amount of less than EUR 10,000 will not be accepted unless the Board of Directors in its absolute discretion agrees to accept a lower amount. Additional redemptions may be accepted with a minimum of EUR 10,000 per transaction. The Board of Directors reserves the right to alter the above-mentioned minimum redemption requirements at its absolute discretion, provided that initial redemptions from investors will always be for at least EUR 10,000.

Redemptions of Shares resulting in a remaining balance with a Net Asset Value of less than EUR 10,000 at the moment of redemption may result in the compulsory redemption of all of the Shares held by the relevant shareholder. Any such compulsory redemption will be made at the Net Asset Value per Share as calculated on the Valuation Day next following the issuance of a notice of redemption to the shareholder or on such other day as the Board of Directors may deem appropriate.

Compulsory redemption

The Board of Directors has the right to require the compulsory redemption of all Shares held by a shareholder who is a U.S. Person (see "Investor Suitability"), or for any other reason at its sole discretion. Compulsory redemptions will be made at the Net Asset Value as at the Valuation Day next following the issuance of a notice of redemption to the relevant shareholder or on the date upon which the shareholder becomes in breach of any of the representations, warranties, agreements or certifications contained in the Subscription Agreement.

Suspension of the calculation of the Net Asset Value, the sale and redemption of the Shares

The Board of Directors may suspend the calculation of the Net Asset Value of the Shares and consequently may suspend the right to require the Fund to issue or to redeem any Shares in any of the following events:

- (a) when any securities exchange or organised inter-dealer market on which a significant portion of the Fund's assets is regularly quoted or traded is closed (other than for holidays) or trading thereon has been restricted or suspended;
- (b) when as a result of political, economic, military or monetary events or any circumstances outside the control of the Fund, disposal of the assets of the Fund is not reasonably or normally practicable without being seriously detrimental to shareholders' interests;
- (c) if it is not reasonably practicable to determine the Net Asset Value of the Shares on an accurate and timely basis whether because a fair value of the assets held by the Fund can not be ascertained or otherwise;
- (d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions and/or payments on behalf of the Fund are rendered impracticable or if purchases and sales of the Fund's assets can not be effected at normal rates of exchange;
- (e) When a substantial portion of the Fund's investment are illiquid or are experiencing illiquidity issues;
- (f) when, as a result of excessive redemptions, the disposal of assets of the Fund is not reasonable or normally practicable without being seriously detrimental to shareholders interest; or
- (g) upon the decision to liquidate and dissolve the Fund.

Net Asset Valuation

Net Asset Valuations will be determined by or at the direction of the Administrator on each Valuation Day. The Board of Directors may determine any date other than the last Business Day of each month as being a Valuation Day.

Net Asset Value calculations are determined by or at the direction of the Administrator in the following manner:

1. Aggregate Net Asset Value

The Aggregate Net Asset Value of the Fund as of a particular Valuation Day is computed by subtracting from the total value of the assets of the Fund an amount equal to all accrued debts, liabilities and obligations (including but not limited to Management, Performance and professional fees) and any contingencies for which the Administrator determines that reserves or accruals should be made.

2. Net Asset Value

The Net Asset Value per Share on any Valuation Day is equal to the Aggregate Net Asset Value of the Fund divided by the total number of Shares outstanding on such Valuation Day, calculated prior to the recording of sales and redemption of Shares effective on the immediately following Dealing Day.

3. Valuation

Net Asset Value determinations are made by the Administrator in accordance with generally accepted accounting principles, including provision for proper accruals and reserves. In general, portfolio securities are valued as of the Valuation Day at the last reported sales price on the principal exchanges on which the securities are traded.

In the case of securities or other assets which are not readily marketable or in the absence of quoted values, such assets are recorded at fair value as determined by or at the direction of the Board of Directors in consultation with the Administrator. Illiquid securities are generally valued at the lesser of cost or market price, and may be subject to an additional discount at the recommendation of the Board of Directors.

In addition to special valuation determinations relating to illiquid securities, other special situations affecting the measurement of Net Asset Values may arise from time to time.

Prospective investors should understand that these and other special situations involving uncertainties as to the valuation of portfolio positions could have a significant adverse impact on the Fund's net assets if the Board of Directors' judgment regarding the appropriate valuation should prove to be incorrect.

4. Foreign Exchange Rates

The Fund's accounts are maintained in Euro. Assets and liabilities denominated in other currencies are translated at the rate of exchange in effect at the relevant Valuation Day and translation adjustments are reflected in the results of operations. Portfolio transactions and income and expenses are translated at the rates of exchange in effect at the time of each transaction.

5. Accounting Practices

The accounts of the Fund will be kept and the financial statements will be prepared on the basis of International Financial Reporting Standards ("IFRS"), except that, with regard to the amortisation of the organisation costs, the Board of Directors reserves the right to amortise these over a period of 60 months. To this extent, the Fund's accounting practices will not comply with IAS guideline no. 38 (as amended). The Board of Directors has determined that to comply with IFRS in this regard could impose an unfair and inequitable burden upon the initial investors in the Fund, to their disadvantage and to the advantage of subsequent investors.

Registration and transfer of shares and certificates

Shares will be issued in registered book form. Share certificates representing Shares are not usually issued but may be issued in accordance with the Memorandum and Articles of Association of the Fund. Instead of share certificates, the Administrator issues book confirmations in favour of the shareholders. These confirmations may be retained by the shareholder following any redemption request.

The Fund maintains a current list of the registered names and addresses of the Fund's shareholders at the registered office of the Fund in the British Virgin Islands and at the office of its Administrator.

Transfers of Shares can only take effect either *a)* by serving upon the Fund in the manner described by law, an instrument of assignment signed by or on behalf of the transferor and the transferee; or *b)* by written acknowledgement by the Fund of the transfer, which acknowledgement shall be signed by a Director or another person designated by the Board of Directors. Transferees will also be required to enter into a Subscription Agreement in respect of such Shares.

The Administrator will confirm in writing within five (5) Business Days of receipt of all transfer requests which are received in good order, except in the instance where shareholders have access to the Administrator's web access tool in which instance no written confirmation will be sent. Investors failing to receive such written confirmation from the Administrator within 5 Business Days should contact the Investor Relations Department at the Administrator by email at fxwavehighriskfund@circlepartners.com, facsimile at (+31) 33 467 3890 or by telephone at (+31) 33 467 3880 to obtain the same. Failure to obtain such written confirmation will render instructions void.

The Fund has designated (under agreement) the Administrator to perform the above-mentioned duties.

Any transferee will have to furnish the same information, which would be required in connection with a direct subscription in order for a transfer application to be considered by the Administrator. Violation of applicable ownership and transfer restrictions may result in compulsory redemption and financial penalties.

For the time being, the Shares are not listed on any securities exchange, and it is not anticipated that there will be any secondary market for trading in the Shares.

THE DISPOSITION OF SHARES TO A U.S. PERSON (AS DEFINED UNDER "INVESTOR SUITABILITY") IS EXPRESSLY PROHIBITED, AND THE FUND SHALL HAVE THE RIGHT COMPULSORILY AND IMMEDIATELY TO REDEEM ANY SHARES HELD FOR ANY REASON BY A U.S. PERSON.

Reinvestment policy

Since the business objective of the Fund is directed towards achieving long term capital appreciation, it is not expected that the Fund will declare any regular dividends. All of the Fund's earnings normally will be retained for re-investment. However, the Fund reserves the right to declare dividends or make distributions if the Board of Directors so decides and the Board of Directors will have sole discretion in determining the amount and frequency of such distributions, if any.

TAX CONSIDERATIONS

The Fund

The Fund will not be subject to taxation in the British Virgin Islands, as per the BVI Business Companies Act 2004. The Fund should not be generally subject to any tax on its entire income or revenues in any other jurisdiction, although the Fund may be subject to income taxes or withholding taxes at source on dividends, interest and capital gains derived from certain jurisdictions. The Fund will be subject to an annual license fee of USD 1,100, payable to the Companies Registrar and a USD 350 recognition fee, payable to the Financial Services Commission, for the renewal of its recognised private fund status. The Board of Directors intends to conduct the affairs of the Fund in such a manner as to minimise its exposure to taxation.

The Shareholders

Persons interested in purchasing the Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposition of the Shares.

Each shareholder should consult a tax advisor as to his own tax position.

European Union Council Directive

It is the current understanding of the Board of Directors that the Fund should be treated as “out of scope” of the European Union Council Directive 2003/48/EC on Taxation of Savings Income in the form of Interest Payments (“EUSD”) all in accordance with the bi-lateral agreements entered into between the BVI Government with each EU Member State and Switzerland.

Please note that this Memorandum should not be construed as legal or tax advice. Should a Shareholder require a more detailed explanation on the possible implications of the EUSD, the Board of Directors recommends any and all shareholders to contact their legal counsel and/or tax advisor.

ADDITIONAL INFORMATION

Reports

The Fund's audited annual reports will be available for all its shareholders upon written request for each financial year ending December 31st. The Fund's first financial year will run from its date of incorporation through December 31st, 2009. Net Asset Value quotations as of the close of the most recent Valuation Day may be obtained by contacting the Administrator or via Telekurs (Valoren number CH10660307), ISIN (VGG3707E1025) or Bloomberg (FXWVHGR VII).

All notices will be sent by the Administrator to the registered shareholders.

Relevant documentation

This Memorandum is not intended to provide a complete description of the Fund's Memorandum and Articles of Association or the agreements with the Investment Manager and the Administrator. Copies of all such documents are available for inspection by shareholders during normal business hours at the office of the Administrator.

Governing Law

This Memorandum and all offers of Shares hereunder shall be governed by and construed in accordance with the laws of the British Virgin Islands.

Inquiries

Inquiries concerning the Fund and its Shares (including information concerning subscription and redemption procedures and current Net Asset Values) should be directed to the Administrator at:

Circle Investment Support Services B.V.
Utrechtseweg 31 D
3811 NA Amersfoort
P.O. Box 2052
3800 CB Amersfoort
The Netherlands
Tel. (+31) (0) 33 467 38 80
Fax (+31) (0) 33 467 38 90
E-mail: fxwavehighriskfund@circlepartners.com

Material Contracts

The following contracts have been entered into by the Fund (other than in the ordinary course of business) since incorporation and are, or may be, material.

Investment Management Agreement between the Fund and the Investment Manager specifies the terms whereby the Investment Manager agrees to act as Investment Manager to the Fund. This agreement will continue in force unless and until terminated by any party giving to the other not less than 90 days' written notice, except that this agreement may be terminated immediately by either of the parties if the other shall commit any breach of its obligations under it subject to a thirty day remedy period or go into liquidation or otherwise become insolvent. The Investment Manager is empowered under the agreement to delegate its functions, powers, discretions, privileges and duties, as it deems appropriate.

Administration, Registrar & Transfer Agency Agreement between the Fund and the Administrator specifies the terms whereby the Administrator agrees to act as administrator for the Fund. This agreement contains an indemnity to the Administrator in respect of actions brought against them provided such actions are not in respect of expense, loss, liability or damage which was caused by the Administrator's own negligence, wilful misconduct or reckless disregard of its duties.

Copies of the above contracts are available for inspection by shareholders during normal business hours at the office of the Administrator.

Conflicts of Interest

Instances may arise where the interests of the Investment Manager or its principals or affiliates conflict with interests of the Fund and its shareholders. Such conflicts include, but are not limited to, the principal(s) of the Investment Manager may be engaged in other substantial activities apart from the activities with respect to the Investment Manager and the Fund and may devote to the Investment Manager and the Fund only as much time as is reasonably necessary, in their judgment, for their respective management.

Certain entities, of which members of the Board of Directors are either directors or shareholders, may be appointed to manage assets of the Fund.

The Board of Directors, the Investment Manager, the Administrator and their respective principals will not devote their time exclusively to the Fund, and each will devote time to pursuit other businesses, including other investment funds and managed accounts. The Investment Manager will provide a variety of investment advisory services to clients other than the Fund, using investment methods or strategies which are the same or different than those used on behalf of the Fund. Other investments by the Investment Manager may gain preference over the Fund in being allocated to certain investment fund managers which have a limited capacity on absorbing and managing additional money.

The Performance Fee arrangement between the Fund and the Investment Manager may create an incentive for the Investment Manager to make investments that are more speculative or subject to a greater risk of loss than would be the case if no such Performance Fee arrangement existed.

CTS Management Ltd. and the Administrator are affiliated to Circle Partners. Instances may arise, where the interests of Circle Partners and its affiliates may be opposed to those of the Fund.

The Board of Directors will take such steps, as it deems necessary to minimise the risk that an affiliated transaction will adversely affect the interests of the Fund and its shareholders, but no assurance can be given that such procedures will prevent, in all circumstances, such a result. Furthermore, each of the service providers to the Fund may have certain conflicts in relation to the Fund. Should any such conflicts arise, the Board of Directors will take those measures it deems fit to resolve any such conflict in a fair and equitable manner.

The Fund has been represented by single legal counsel in connection with this offering of Shares. Such counsel has not represented and will not represent investors in the Fund. No independent counsel has been retained to represent investors in the Fund.

APPENDIX A

SUBSCRIPTIONS

Subscribers' Undertakings and Warranties

Subscribers should take notice that by completing and executing the Subscription Agreement, the Subscriber is entering into the following undertakings and giving the following warranties specified herein below:

The Subscriber acknowledges receipt of the Private Placement Memorandum dated October 2009 (the "Private Placement Memorandum") relating to the offering of shares (the "Shares") in FX WAVE High Risk Fund Ltd., a corporation organised under the laws of the British Virgin Islands ("Fund").

The Subscriber irrevocably subscribes for Shares as specified in the Subscription Agreement:

- at a subscription price equal to the Net Asset Value per Share effective upon the date of acceptance by the Fund of the subscription (increased by a placement fee if applicable); and
- on the terms set out in the Private Placement Memorandum as the same may be updated and modified from time to time and subject to the provisions of the Memorandum and Articles of Association of the Fund.

The Subscriber, in consideration of the issue of the Shares by the Fund to the Subscriber, undertakes, represents and warrants to the Fund that:

- it has the legal capacity and authority and is permitted by applicable law to execute and deliver the Subscription Agreement;
- it is acquiring the Shares for its own account, or on behalf of a third party or third parties for investment and not with a view to resale, transfer or other disposition in whole or in part;
- it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its acquisition of the Shares;
- it has received a copy of, read and understood the Private Placement Memorandum, has read the "Risk Factors" section of the Private Placement Memorandum, and understands that there are substantial risks involved in an investment in the Fund;
- it has had the opportunity to review the Fund's Memorandum and Articles of Association and to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorised representatives of the Fund and to obtain such additional information as it considers necessary to appropriately evaluate an investment in the Fund;
- its acquisition of Shares is based solely upon the Private Placement Memorandum and its own analysis of the benefits to it of an investment in the Fund and the Subscriber is and will be able to bear the economic risk of its investment in the Shares;
- it has obtained and complied with all legal and tax advice, registrations, declarations or filings with, or consents, licenses, approvals or authorisations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Fund;
- the person signing the Subscription Agreement on behalf of the Subscriber has full power and authority to do so;
- it understands that its capital contribution can not be withdrawn from the Fund except by way of redemption of the Shares in accordance with the terms outlined in the Private Placement Memorandum, that a portion of its investment may be invested in securities that are illiquid, and that it has no right to demand distribution from the Fund prior to the Fund's termination other than by redemption of Shares;

- it understands that the subscription price does not include any amount for stock transfer taxes or any form of tax. Subscribers are required to pay such taxes, if any, separately;
- it understands that subscription monies will be automatically invested by the Fund as soon as they have been credited in the Fund's bank account, before the contract note evidencing the investor's holding of Shares has been issued, and the Fund may not be able to return such monies to the investor should it encounter any difficulties as described in the Private Placement Memorandum.
- it understands that the Fund may compulsorily redeem the Subscriber's Shares in accordance with the Private Placement Memorandum;
- it has not reproduced, duplicated or delivered the Private Placement Memorandum or this Subscription Agreement to any other person, except to its professional advisors or as instructed by the Fund;
- it understands that Maples and Calder acts as legal advisor on BVI law. The Subscriber also understands that, in connection with this offering of Shares and subsequent advice Maples and Calder will not be representing investors in the Fund, including the Subscriber, and no independent counsel has been retained to represent investors in the Fund;
- it understands and acknowledges that due to anti-money laundering requirements operating in the British Virgin Islands and The Netherlands, the Administrator may require further identification/documentation from the Subscriber before the application can be processed and the Fund and the Administrator shall be held harmless and indemnified against any loss arising due to the failure to process this application if such information has not been provided by the Subscriber;
- it understands, acknowledges and consents that any action, proceeding or claim the Subscriber may bring against the Fund, the Investment Manager, the Administrator, and/or their affiliates, shall be limited to the Share Class or Classes, as the case may be, in which the Subscriber hereby invests; and
- it understands that if any of the Subscriber's representations, warranties, agreements or certifications are untrue, the Board of Directors in its sole discretion may require a retroactive redemption of all or part of the Shares.

The Subscriber certifies that it is not now, and for as long as it owns the Shares, it will not be a U.S. Person as defined in the Private Placement Memorandum nor a custodian, nominee or trustee of such a person. The Subscriber further certifies that it is not acquiring the Shares for and will not hold the Shares on behalf of or transfer Shares to any person or entity that is a U.S. Person.

The Subscriber certifies that it has not and will not acquire the Shares in the United States.

The Subscriber acknowledges and agrees that the Shares may not be sold, transferred or distributed to or on behalf of any person who is a U.S. Person (as that term is defined in the Private Placement Memorandum). The Shares may not otherwise be transferred without the prior approval of the Board of Directors.

The Subscriber agrees that it will promptly notify the Fund at any time when it becomes a U.S. Person (as defined in the Private Placement Memorandum), and the Subscriber agrees that in such event the Fund shall be entitled to (but shall not be obliged to) repurchase or to require the Subscriber to redeem or sell the Shares to a person designated by the Fund at a price equal to the Net Asset Value per Share as calculated by the Administrator as at the date of the repurchase or sale, or as at the date of any unauthorised transfer giving rise to such repurchase or sale, or as of the Valuation Day next following the issuance of a notice of repurchase to the shareholder.

Where the Subscriber is an individual, he/she agrees to produce a copy or copies of the relevant passport or passports or identification card(s) certified by a notary public and a utility bill or bills together with any other documentation of identity providing detailed verification of the Subscriber's identity as requested by the Fund in order that it might comply with legislation for the prevention of money laundering from time to time in force. The Subscriber acknowledges that the Fund reserves the right to request any further information which it considers to be in any way necessary to the process of verification.

Where the Subscriber is a corporation, trust or partnership, it agrees to produce a certified copy or copies of the certificate of incorporation (and any change of name), memorandum and articles of association (or other

document evidencing the existence of the legal entity), the register of directors or an excerpt from the trade register held at the relevant chamber of commerce and the signatory card verifying the authority of officers to sign on behalf of the corporate entity and any other relevant documentation as requested by the Fund.

If the Subscriber is acting as trustee, agent, representative or nominee for a third person (a “Beneficial Owner”), the Subscriber understands and acknowledges that the representations, warranties and agreements made herein are made by the Subscriber (A) with respect to the Subscriber; and (B) with respect to the Beneficial Owner of the Shares subscribed for hereby. The Subscriber further represents and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement. The Subscriber also agrees to indemnify the Fund and its Directors and the Administrator and their officers, directors and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber’s or the Beneficial Owner’s misrepresentation or misstatement contained herein, or the assertion of the Subscriber’s lack of proper authorisation from the Beneficial Owner of the Shares subscribed for hereby to enter into this Subscription Agreement or perform the obligations hereof.

The Subscriber acknowledges that once it fails to clear the funds on or before the Payment Day, its subscription will be considered cancelled.

The Subscriber acknowledges that the Fund reserves the right to reject in its absolute discretion this and any other subscription for Shares in whole or in part, in any order, at any time prior to a Dealing Day (as defined in the Private Placement Memorandum), notwithstanding prior receipt by the Subscriber of notice of acceptance of the subscription. If the Shares are oversubscribed, the Fund will determine in its sole discretion which subscriptions shall be accepted.

If this subscription is rejected or if the sale of the Shares is not completed for any reason in which event this subscription shall be deemed to be cancelled, the Fund shall, if applicable, as soon as practicable return any funds transferred by the Subscriber (without interest) along with this Agreement and any other documents delivered by the Subscriber.

The rights, powers and duties as set out herein shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Subscriber and the Fund.

The Subscriber agrees to be bound by the laws of the British Virgin Islands and in addition to the non-exclusive jurisdiction of the relevant courts therein subject to which laws this agreement shall be governed and interpreted.

The Subscriber understands that a misrepresentation or breach of any warranty or agreement made by the Subscriber could subject the Fund and Administrator to significant damages and expenses. The Subscriber agrees to indemnify the Fund and the Administrator from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the Subscriber’s misrepresentation or breach of any warranty or agreement.

The Subscriber acknowledges that the Fund and the Administrator are entitled to act upon facsimile instructions from or purported to be from the Subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the Subscriber. The Subscriber agrees to indemnify the Fund and the Administrator against any and all claims, demands, liabilities, costs, charges, damages and expenses that the Fund or the Administrator may incur by reason of any act or failure to act on the part of the Fund with regard to all facsimile instructions so provided by the Subscriber.

Subscription and Application Procedures

In order to purchase Shares in the Fund, prospective investors should proceed as follows:

1. Complete and sign the Subscription Agreement and fax and send it by mail to the address as indicated. In case the purchase of Shares will be effected through a bank acting on behalf of the Subscriber, the Subscription Agreement must be delivered to the bank for its completion and signature.
2. Send the signed and completed Subscription Agreement, together with a copy of the Bank Transfer Instruction Letter, to the Administrator, enclosing:

- in the case of an individual Subscriber, a certified copy of the identification pages of the Subscriber's passport or identity card and a utility bill; or
- in the case of a corporation:
 - a certified copy of the certificate of incorporation and of the memorandum and articles of association (or their equivalents);
 - a certified copy of the register of directors and officers or excerpt from the trade register with evidence of authorised individuals (or their equivalents);
 - signature list of individuals representing the corporation.

Subscribers should retain a copy of the Subscription Agreement for their personal reference and records.

3. Pay the subscription amount to the Fund's bank account as indicated. To ensure prompt receipt and identification of the subscription payment, the Subscriber is invited to use the Bank Transfer Instruction Letter, which accompanies this Subscription Agreement.

SIGNING INSTRUCTIONS

Individuals

Application should be signed individually by all joint applicants.

Corporations

If the applicant is a corporation, (a) director(s) and/or authorised officer(s) of that corporation must sign in compliance with its Charter or Constitution and, by signing the Subscription Agreement, the director(s) and/or authorised officer(s) thereby confirm and warrant that the corporation is so empowered and that, if required, the relevant corporate resolution has been passed and executed by the board of directors of the corporation.

Power of Attorney

If an agent or attorney signs on behalf of the applicant, a certified copy of the relevant power of attorney or other document appointing the agent or attorney must be attached and the agent/attorney hereby accepts full responsibility for the obligations undertaken by his/her principal.

Subscription Agreement - FX WAVE High Risk Fund Ltd.

Please fax this form and mail the original to:

The Administrator, FX WAVE High Risk Fund Ltd.
c/o - Circle Investment Support Services B.V.
Utrechtseweg 31 D
3811 NA Amersfoort
P.O. Box 2052
3800 CB Amersfoort
The Netherlands
Tel: (+31) (0) 33 467 38 80
Fax: (+31) (0) 33 467 38 90



Subscription Details

INDIVIDUALS

Individuals : _____
Name : _____
Address : _____
Code : _____
City : _____
State : _____
Country : _____
Telephone : _____
Fax : _____
E-mail address : _____

CORPORATE ENTITIES, PARTNERSHIPS OR TRUSTS (OR JOINT INDIVIDUALS)

Name : _____
Address : _____
Code : _____
City : _____
State : _____
Country : _____
Telephone : _____
Fax : _____
E-mail address : _____

CORRESPONDENCE ADDRESS (if different from above)

Name : _____
Address : _____
Code : _____
City : _____
State : _____
Country : _____
Telephone : _____
Fax : _____
E-mail address : _____

Subscriber Declaration

I/We have read and understand the Private Placement Memorandum and have read, understand and agree to abide by the Subscribers' Undertakings and Warranties specified in the said Private Placement Memorandum.

I/We hereby apply to purchase Shares in registered form and I/we do not require a certificate for the same Shares.

I/We acknowledge and understand that this subscription may be accepted or rejected in whole or in part in the sole and absolute discretion of the Fund.

I/We acknowledge that a placement fee of up to five percent (5%) may be charged on my/our subscription.

I/We will pay the full subscription price for the Shares in cleared funds on the Payment Day applicable to the relevant Dealing Day.

I/We will deliver this Agreement to the Administrator two (2) Business Days before the relevant Dealing Day.

I/We irrevocably subscribe for Shares in the Fund in accordance with the terms and conditions of the Private Placement Memorandum as the same may be updated and modified from time to time and this Subscription Agreement. Insert subscription amount(s) below:

	Valoren	ISIN	Bloomberg
EUR.....	CH10660307	VGG3707E1025	FXWVHGR VI

The Undersigned has executed this Subscription Agreement as of the date set forth below.

Signature : _____
Name : _____
Date and place : _____
Position/title : _____

Company Seal (if required)

Signature : _____
Name : _____
Date and place : _____
Position/title : _____
Company : _____

Bank Transfer Instruction Letter - FX WAVE High Risk Fund Ltd.

Institution Name : _____
Attention : _____
Address : _____
Code : _____
City : _____
State : _____
Country : _____
Fax number : _____

Dear Sirs,

Reference : _____
Account number : _____

Please accept this letter as my/our instruction that you should pay, by wire transfer, the amount of:

EUR : _____

To : Fortis Bank (Nederland) N.V.
Swift Address : FTB2NL2R

Beneficiary : FX WAVE Fund High Risk Fund Ltd.
Account Number : 81.86.49.038
IBAN : NL10FTSB0818649038

Reference : _____
(name subscriber/shareholder)

Please debit my/our abovementioned account and advise and acknowledge.

Yours sincerely,

Signature : _____
Name : _____
Date and place : _____
Position/title : _____
Company : _____

Signature : _____
Name : _____
Date and place : _____
Position/title : _____
Company : _____

APPENDIX B

REDEMPTIONS

**Redemption Request Form
FX WAVE High Risk Fund Ltd.**

Please fax this form and mail the original to:

The Administrator, FX WAVE High Risk Fund Ltd.
c/o Circle Investment Support Services B.V.
Utrechtseweg 31 D
3811 NA Amersfoort
P.O. Box 2052
3800 CB Amersfoort
The Netherlands
Tel. (+31) (0) 33 467 38 80
Fax (+31) (0) 33 467 38 90

Dear Sirs,

I/We hereby request the redemption of _____ shares ("Shares") in FX WAVE High Risk Fund Ltd. ("Fund").

I/We understand that subject to the provisions of the Memorandum and Articles of Association of the Fund, a shareholder of the Fund may redeem its Shares on any Redemption Day after giving not less than thirty five (35) days written notice of redemption to the Fund.

Please therefore accept this letter as written notice of my/our intention to redeem the Shares on _____ being the next applicable Redemption Day.

I/We look forward to receiving your acknowledgement of receipt of this notice and further payment of the net redemption proceeds within ten (10) Business Days after the Redemption Day or as promptly thereafter as the Board of Directors consider feasible in the circumstances.

I/We understand that the payment will be made in Euro.

Redemption Information*

Name & Address
under which Shares are
currently registered: _____

Number of Shares
to be redeemed: _____

Number of Shares
Certificates redeemed: _____

Date of redemption: _____

Name and Address
of receiving bank: _____

Account Name: _____

Account Number: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Signature: _____

By: _____

Title: _____

On behalf of (entity): _____

*In the event of a redemption, instructions will only be accepted from authorised signatories and redemption proceeds will only be paid to the remitting bank details which were provided in the Subscription Agreement unless the Administrator has received prior written notification of a change of the shareholders' bank details.