

PRIVATE PLACEMENT MEMORANDUM

Privium Selection Fund SCA SICAV-SIF

an investment company with variable capital
(*société d'investissement à capital variable - SICAV*)

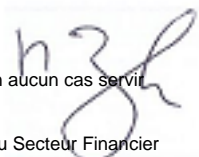
organised as an umbrella specialised investment fund
(*fonds d'investissement spécialisé - SIF*)

in the form of a corporate partnership limited by shares
(*société en commandite par actions - SCA*)

May 2024

VISA 2024/176569-7229-0-PC

L'apposition du visa ne peut en aucun cas servir
d'argument de publicité
Luxembourg, le 2024-06-03
Commission de Surveillance du Secteur Financier

A handwritten signature in blue ink, appearing to be 'h3f', is written over the official stamp.

IMPORTANT INFORMATION

The shares (the **Shares**) in Privium Selection Fund SCA SICAV-SIF (the **Fund**) are offered solely on the basis of the information contained in this private placement memorandum (the **Private Placement Memorandum**), including the relevant Sub-Fund Specifications (as defined hereinafter) and the information contained in the reports referred to therein.

In connection with the offer made in this Private Placement Memorandum, no person is authorised to give any information or to make any representations other than those contained in this Private Placement Memorandum and the documents referred to herein and any subscription or purchase of Shares made by any person on the basis of statements or representations not contained in or inconsistent with the information contained herein shall be solely at the risk of the subscriber or purchaser.

This Private Placement Memorandum has been prepared for information purposes relating to the offering of Shares in the Fund and for the purpose of the admission of certain classes of Shares for listing on the official list of the Luxembourg Stock Exchange and for trading on the EU Regulated market and/or Euro MTF market. This Private Placement Memorandum does not purport to be all-inclusive and does not necessarily contain all the information that a prospective Investor may desire in deciding whether or not to subscribe to or purchase Shares. No representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by either of the Fund or the General Partner, as to or in relation to the accuracy or completeness of this Private Placement Memorandum or any other written or oral information made available to any recipient or his advisors in connection with any further investigation of the Fund.

The General Partner is responsible for the information contained in this Private Placement Memorandum. Having taken reasonable care to ensure that such is the case, to the best of its knowledge, the information contained in this Private Placement Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Fund expressly disclaims any and all liability based on such information, errors in such information, or omissions from such information. In particular, no representation or warranty is given as to the accuracy of any financial information contained in this Private Placement Memorandum or as to the achievement or reasonableness of any forecasts, projections, management targets, prospects or returns. The recipient shall be entitled to rely solely on any representations and warranties made to him by the Fund in any subscription agreement for Shares entered into with the General Partner, acting on behalf of the Fund (a **Subscription Agreement**).

Prospective Investors should not construe the contents of this Private Placement Memorandum as investment, legal, business, accounting, tax or other advice. In making an investment decision, prospective Investors must rely on their own examination of the Fund and the terms of the offering, including the merits and risks involved. Each prospective Investor should consult its own attorneys, business advisors and/or tax advisors as to legal, business, accounting, tax and related matters concerning an investment in the Fund. An investment in the Fund involves significant risks. Prospective Investors should have the ability and willingness to understand and accept the risk characteristics of the Fund.

Neither the distribution of this Private Placement Memorandum nor any offering of the Shares shall under any circumstances imply that the information contained in the Private Placement Memorandum is correct as of a date subsequent to the date of this Private Placement Memorandum or create any implication or constitute a representation that there has been no change in the business or affairs of the Fund or any other information contained in the Private Placement Memorandum since the date of this Private Placement Memorandum.

This Private Placement Memorandum is qualified in its entirety by the terms of the articles of association of the Fund (the **Articles**).

Restrictions on offer of Shares

This Private Placement Memorandum does not constitute an offer to issue or sell to, or a solicitation of an offer to subscribe from, anyone in any country or jurisdiction (i) in which such an offer or solicitation is not authorised, (ii) in which any person making such offer or solicitation is not qualified to do so or (iii) in which any such offer or solicitation would otherwise be unlawful. No action has been taken that would, or is intended to, permit a public offer of the Shares in any country or jurisdiction where any such action for that purpose is required. Accordingly, Shares may not be offered or sold, directly or indirectly, and neither this Private Placement Memorandum nor any other information, form of application, advertisement or other document may be distributed or published in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Private Placement Memorandum comes must inform themselves about and observe any legal restrictions affecting any subscription of Shares in the Fund. The General Partner does not make any representation or warranty to any prospective Investor or other person regarding the legality of an investment in the Fund by such person under appropriate securities or similar laws.

Eligibility of Shareholders

The Shares may under no circumstances be beneficially or legally held or owned by any person who is not a “well-informed investor” (*investisseur averti*) which qualifies as such under article 2 of the law dated 13 February 2007 on specialised investment funds (the **SIF Law**) (each a **Well-Informed Investor**).

A Well-Informed Investor is an institutional investor, a professional investor or any other investor who:

- (a) has confirmed in writing that it adheres to the status of well-informed investor; and
- (b) either invests a minimum of one hundred thousand Euro (EUR 100,000) (or its equivalent in another currency) in the Fund; or has obtained an assessment certifying its expertise, experience and knowledge in adequately appraising an investment in the Fund made by (i) a credit institution within the meaning of Regulation (EU) No 575/2013, (ii) an investment firm within the meaning of Directive 2014/65/EU, (iii) a management company within the meaning of Directive 2009/65/EC or (iv) an authorised alternative investment fund manager within the meaning of Directive 2011/61/EU.

The General Partner, in its absolute discretion, will refuse the issue or transfer of Shares if there is not sufficient evidence that the person to whom the Shares are sold or transferred to is a Well-Informed Investor.

Those Shares which are listed on the Luxembourg Stock Exchange are required to be negotiable and transferable on the Luxembourg Stock Exchange upon their admission to trading thereon (and trades registered thereon are not able to be cancelled by the General Partner). The requirement that a Shareholder qualifies as a Well-Informed Investor will nevertheless apply to any Person to which Shares are transferred on the Luxembourg Stock Exchange.

Considering the qualification of a subscriber or a transferee as a Well-Informed Investor, the General Partner, acting on behalf of the Fund and with the assistance of the Registrar and Transfer Agent will have due regard to the applicable laws and regulations or recommendations (if any) of the CSSF. Well-Informed Investors subscribing in their own name, but on behalf of a third party, must certify that such subscriptions are made on behalf of a Well-Informed Investor as aforesaid and the General Partner, acting on behalf of the Fund or the Registrar and Transfer Agent may require, in their absolute discretion, evidence that the beneficial owner of the Shares is a Well-Informed Investor.

Interpretation

All references in this Private Placement Memorandum to time are to Luxembourg time, unless otherwise stated. In this Private Placement Memorandum, “EUR” or “€” means the currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome in 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992). Unless the context requires otherwise, terms defined in the plural include the singular and vice versa. In the case of inconsistency between this Private Placement Memorandum and the Articles, the documents will take precedence in the following order to the largest extent permitted by law: (a) the Articles and (b) this Private Placement Memorandum. This Private Placement Memorandum should be read in conjunction with the Articles.

Capitalised words used in the Private Placement Memorandum will have the meaning ascribed thereto in section 1 “Definitions and Interpretation” hereof or elsewhere in this Private Placement Memorandum.

Cautionary note regarding forward-looking statements

This Private Placement Memorandum contains forward-looking statements, which provide current expectations or forecasts of future events. Words such as “may”, “believes”, “expects”, “plans”, “future” and “intends”, and similar expressions, may identify forward-looking statements but the absence of these words does not mean that the statement is not forward-looking. Forward-looking statements include statements about the Fund’s plans, objectives, expectations and intentions and other statements that are not historical facts. Forward-looking statements are subject to known and unknown risks and uncertainties and inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Prospective Investors should not unduly rely on these forward-looking statements, which apply only as of the date of this Private Placement Memorandum.

Information on securities financing transactions

The Fund will not use or invest in total return swaps within the meaning of Regulation (EU) No. 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions (the **SFTR Regulation**). The Fund will furthermore not enter into transactions involving the temporary purchases and sales of securities within the meaning of the SFTR Regulation.

Regulation (EU) 1286/2014

As of 1st January 2018, to the extent the Shares are advised on, offered or sold within the territory of the European Union to one or more retail investors in accordance with Regulation (EU) No. 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, as amended and supplemented (the **PRIPs Regulation**), a key information document established in the relevant official language of the European Union in accordance with the PRIPs Regulation shall be provided in good time to such retail investors.

Data protection policy

The Fund and the General Partner are committed to maintaining the privacy and integrity of all personal data contained in any document provided by the Investors and any further personal data collected in the course of the relationship with the Fund. The Fund and the General Partner shall process personal data in compliance with the applicable data protection laws, including, but not limited to, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **GDPR**).

Each Investor acknowledges having read and understood the Data Protection Notice of the Fund and the General Partner available online at <https://www.priviumfund.com/privacy-notice-privium-fund-management/>. This Data Protection Notice may be amended from time to time and shall be available upon request to the Fund or General Partner.

Prevention of money laundering

In accordance with the Luxembourg laws and regulations implementing European Union directives, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and terrorist financing purposes.

Measures aimed towards the prevention of money laundering and terrorist financing, as provided by (but not limited to) the Anti-Money Laundering Laws, may require, in particular, a detailed verification of the identity of Prospective Investors and their beneficial owners (if applicable), as well as the identification of the origins of the funds subscribed.

“Anti-Money Laundering Laws” shall mean the anti-money laundering laws and regulations in the jurisdictions in which the Fund conducts its activities and any related or similar rules, regulations or guidelines (including the relevant CSSF circulars) issued, administered or enforced by any competent governmental agency in such jurisdictions, including, without limitation:

- (a) Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing and Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU, each as amended or replaced from time to time and as transposed in Luxembourg, including by the Luxembourg law of 13 January 2019 establishing the Luxembourg register of beneficial owners (as amended, the “**RBO Law**”), supplemented by the Grand-Ducal Regulation of 15 February 2019 on the registration, payment of administrative fees and access to information recorded in the register of beneficial owners and the Luxembourg law of 25 March 2020 establishing a central electronic data retrieval system related to IBAN accounts and safe-deposit boxes;
- (b) the Luxembourg laws of 12 November 2004, as amended (the “**2004 Law**”), and 19 December 2020, as may be amended, relating to the fight against money laundering and the financing of terrorism;
- (c) the Luxembourg law of 10 July 2020 establishing a register of fiducies and trusts (the “**Trust UBO Register Law**”);
- (d) the Luxembourg Grand-Ducal Regulation of 1 February 2010, as amended, providing details on certain provisions of the 2004 Law; and
- (e) the Luxembourg CSSF Regulation 12-02 of 14 December 2012, as amended, on the fight against money laundering and terrorist financing, and any applicable circulars of the CSSF (including, for the avoidance of doubt, CSSF Circular 19/732), pursuant to which obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and terrorist financing purposes.

Prospective Investors will have to provide to the Central Administrator all documentation and information required under the applicable Anti-Money Laundering Laws. For natural persons, this may include, but is not limited to, certified true copies of ID cards/passports (such certification to be performed by a regulated financial institution, a police officer, an embassy, a consulate or a notary). For corporate entities, such required documentation and information may include, but is not limited to, a certified true copy of the entity's articles of association, certificate of incorporation and banking, investment or other regulatory licence (if applicable), evidence of incorporation and ongoing registration (e.g., excerpt from the applicable trade registry), a certified true copy of the entity's latest audited financial reports and the name(s) of the entity's beneficial owner(s) together with identification documentation thereof (in each case, as applicable). A complete list of documents and information to be provided can be obtained from the Central Administrator upon request.

The Central Administrator reserves the right to request, at any time, such further documents and/or information as it deems necessary to properly perform the requisite anti-money laundering and know-your-customer due diligence on Prospective Investors and the Shareholders. Until satisfactory proof of identity is provided by Prospective Investors (or any transferees of the Shareholders) as determined by the Central Administrator, the Managing General Partner reserves the right to refuse the admission of such Prospective Investors or transferees to the Fund. Similarly, withdrawal or redemption proceeds will not be paid unless compliance with these requirements has been made in full. In any

such event, none of the Fund, the Managing General Partner or the Central Administrator will be liable for any interest, costs or compensation.

Any information provided in this context is collected and processed for anti-money laundering compliance purposes only.

In accordance with Article 34(2) of CSSF Regulation 12-02 relating to the fight against money-laundering and the financing of terrorism, the Fund shall also carry out an analysis of the Money Laundering/Terrorist Financing risk posed by the investment and take due diligence measures adapted to the risk assessed and documented. Such analyses shall be formalised. The risk analysis on investments shall be reviewed annually and when particular events require it.

Company UBO Register

On 13 January 2019, the Grand Duchy of Luxembourg adopted the RBO Law, transposing Article 30 of the Fourth AML Directive and introducing a register of beneficial owners (*Registre des bénéficiaires effectifs*, “**Company UBO Register**”), which has been supplemented by the Grand-Ducal Regulation of 15 February 2019 on the registration, payment of administrative fees and access to information recorded in the Company UBO Register (collectively, the “**Company UBO Register Rules**”).

Luxembourg entities registered with the RCS are required to (i) obtain and hold information on their UBOs and (ii) provide such information to the Company UBO Register. The Company UBO Register manager is the economic interest grouping “Luxembourg Business Registers”, which also maintains the RCS.

The Company UBO Register contains the first and last names, the date and place of birth, the nationality, the country of residence, the exact private or professional address of the UBO and, if the UBO is an individual residing in the Grand Duchy of Luxembourg, his/her identification number from the Luxembourg register of natural persons, or, if the UBO is an individual not residing in the Grand Duchy of Luxembourg, an equivalent national identification number (e.g., ID card number). Detailed information on the nature and the extent of the beneficial interest held shall also be included in the Company UBO Register.

Until recently, any person had a right to access information in the Company UBO Register in line with the current Company UBO Register Law. Further to EU CJ decision dated 22 November 2022 and according to Circular LBR 22/01, certain professionals and Luxembourg journalists (but not the general public) may currently have in practice access to information filed with the Company UBO Register. The draft bill 7961 may extend this right to certain non-Luxembourg journalists.

A Luxembourg company required to file information with the Company UBO Register may request that the access to such information is limited exclusively to the national authorities (e.g., the Luxembourg tax authorities). Such request must be duly justified and addressed to the Company UBO Register manager. The limitation of access will be granted only in exceptional circumstances, where access to information available in the Company UBO Register could expose the UBO to a disproportionate risk or a risk of fraud, abduction, blackmail, extortion, harassment, violence or intimidation or where the UBO is a minor or is otherwise incapacitated (*incapable*).

Failure to comply with the Company UBO Register Rules may result in a criminal fine for the relevant Luxembourg entity ranging from EUR 1,250 to EUR 1,250,000. Furthermore, a UBO who does not cooperate with the fund or its general partner, manager or investment adviser in the context of the

Company UBO Register Rules may also be subject to a criminal fine ranging from EUR 1,250 to EUR 1,250,000.

Prospective Investors are advised to consult their own professional advisers in respect of their obligations under the Company UBO Register Rules.

Trust UBO Register

On 10 July 2020, the Grand Duchy of Luxembourg adopted the Trust UBO Register Law, transposing Article 31 of the Fourth AML Directive and introducing a register of beneficial owners of *fiducies* and trusts (*Registre des fiducies et des trusts*, “**Trust UBO Register**”).

In accordance with the Trust UBO Register Law, (i) any *fiducie* and any express trust with a *fiduciaire* or a trustee which is established or is a resident in Luxembourg and (ii) any *fiducie* or express trust where the *fiduciaires* or trustees are not established either in Luxembourg or in another European Union Member State where the *fiduciaire* or the trustee, in the name of the *fiducie* or the trust, establishes a business relationship with a professional or acquires a real estate property that is located in Luxembourg, shall be registered in the Trust UBO Register and provide information on its UBOs to the Trust UBO Register. Where the *fiduciaires* or trustees are not established in Luxembourg but in another European Union Member State, the *fiduciaires* or trustees are not subject to the above registration requirement but shall provide the Luxembourg Registration Duties, Estates and VAT Authority (*Administration de l'enregistrement, des domaines et de la TVA*) with proof of registration in the equivalent register in such other European Union Member State.

Fiduciaries and trustees shall declare their status and provide the Central Administrator, in due time, with the information referred to in Article 2 of the Trust UBO Register Law and, where appropriate, the unique registration number referred to in Article 13(3) of the Trust UBO Register Law, or a certificate providing proof of registration in an equivalent register set up by another European Union Member State or an extract of the information on beneficial owners kept in such register where, as fiduciaries or trustees, they enter into a business relationship or execute, on an occasional basis, a transaction the amount of which exceeds the thresholds set out in Article 3(1)(b), (ba) and (bb) of the 2004 Law. Fiduciaries and trustees shall provide the Central Administrator, upon request, for the sole purpose of the Fund's and the Central Administrator's compliance with the duty of due diligence pursuant to the 2004 Law, with information on the trust assets and the assets of fiduciaries held or managed in the context of the business relationship.

When the UBO is a natural person, *fiducies* and trusts are required to provide the following information: the first and last names, the date and place of birth, the nationality(ies), the country of residence, the exact private or professional address of the UBO and, if the UBO is an individual residing in the Grand Duchy of Luxembourg, his/her identification number from the Luxembourg register of natural persons, or, if the UBO is an individual not residing in the Grand Duchy of Luxembourg, an equivalent national identification number (e.g., ID card number). Detailed information on the nature and the extent of the beneficial interest held shall also be included in the Trust UBO Register.

When the UBO is a legal person, *fiducies* and trusts are required to provide the following information: the name of the legal person and, where applicable, the abbreviation and commercial sign used; the exact address of the legal person's registered office; the RCS registration number or its equivalent when the legal person is not registered with the RCS; and the nature of the concerned person's

involvement in the trust or in the express trust and the extent of the actual interests held.

In principle, any person demonstrating a legitimate interest may access the information contained in the Trust UBO Register, except (i) for UBOs who are natural persons, the exact private or professional address, identification number and date and place of birth of the UBOs, and (ii) for UBOs which are legal persons, the exact address of the legal person's registered office.

A *fiducie*, trust, *fiduciaire* or trustee required to file information with the Trust UBO Register may request that the access to such information is limited exclusively to the national authorities (e.g., the Luxembourg tax authorities). Such request must be duly justified and addressed to the Luxembourg Registration Duties, Estates and VAT Authority (*Administration de l'enregistrement, des domaines et de la TVA*). The limitation of access will be granted only in exceptional circumstances, where access to information available in the Trust UBO Register could expose the UBO to a disproportionate risk or a risk of fraud, kidnapping, blackmail, extortion, harassment, violence or intimidation or where the UBO is a minor or is otherwise incapacitated (*incapable*).

The Trust UBO Register Law can impose on fiduciaries and trustees, as well as members of their management bodies, their effective managers or other responsible persons, the following sanctions: a warning, a reprimand, "name and shame" publications and administrative fines up to twice the amount of the benefit from the violation, where it can be determined, or a maximum amount of EUR 1,250,000.

Prospective Investors are advised to consult their own professional advisers in respect of their obligations under the Trust UBO Register Law.

Electronic signatures

Electronic signatures are generally a valid means of signing private deeds (*actes sous seing privé*) under Luxembourg law. However, if the validity of the electronic signature (and therefore the validity or enforceability of the contract or its formation) is challenged, the burden of proof will depend on the type of electronic signature used. Under Luxembourg law, only qualified electronic signatures ("**QES**") within the meaning of Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market, as amended have the same legal effect as handwritten signatures. Although a signature shall not be denied legal effect and admissibility as evidence in legal proceedings before a Luxembourg court solely on the grounds that it is in an electronic form or that it does not meet the requirements for QES, only documents executed in wet ink or in QES benefit from the presumption of validity. The main risk associated with an electronic signature is therefore whether its validity (and thus the validity and enforceability of an agreement itself) will be upheld by a Luxembourg court.

Professional Secrecy clause

Prospective Investors are hereby notified that Quintet Private Bank (Europe) S.A. is the Depositary and Paying Agent of the Fund. Apex Fund Services S.A. is the Administrator of the Fund.

In accordance with article 41 (2bis) of the 1993 Law, each Investor that subscribes for Shares in the Fund will be requested to consent to: (x) the outsourcings performed by the Depositary from time to time, including without limitation, of : (i) PSD2 Services (i.e. to enable Third-Party Payment Service Providers (Third-Party PSPs) to collect information on accounts, to initiate payment operations and

to confirm the availability of funds in accordance with the legal obligations of the Depositary regarding payment services, subject to the explicit consent of the Customer to do so), (ii) KYC Services (i.e. to perform in a centralised manner the necessary controls and checks on the basis of applicable national and international legislation and regarding, in particular, identification of customers and economic beneficiaries and anti-money laundering and counter-terrorist financing, both upon opening accounts and throughout the lifetime of said accounts ; this centralised management will also enable the Depositary to classify its customers on the basis of their specific situation as regards various applicable regulations such as applicable legislation on anti-money laundering and the financing of terrorism, FATCA, CRS, MiFID, etc.) and (iii) SWIFT Services (to process payment operations via Swift and send messages via the same service, generally speaking, in addition to storing and archiving such messages and monitoring, filtering and verifying said payment operations or messages) by the Depositary to such third party service providers; and (y) the transmission of its personal and confidential data collected in the context of such outsourcings to service providers located as listed from time to time on the following website of the Depositary for that purpose:
<https://www.quintet.lu/en-lu/privacy-and-cookies>

Before personal and confidential data are transferred to service providers, the Fund will provide each Investor or Shareholder with further details regarding such data transfers and request the related consent for such transfer.

Risk factors

There can be no assurance that the Fund's investment objective will be achieved and investment results may vary substantially over time. Investment in the Fund is not intended to be a complete investment program for any investor. Prospective investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources (for details see section 18).

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DIRECTORY

FUND	Privium Selection Fund SCA SICAV-SIF 3, rue Gabriel Lippmann L-5365 Munsbach Grand Duchy of Luxembourg
AIFM	Privium Fund Management B.V. Gustav Mahlerplein 3, 26 th floor 1082 MS Amsterdam The Netherlands
GENERAL PARTNER	Privium Selection Management 3, rue Gabriel Lippmann L-5365 Munsbach Grand Duchy of Luxembourg
BOARD OF MANAGERS OF THE GENERAL PARTNER	Clayton Heijman Gunter Rausch Michael Romanek
DEPOSITARY AND PAYING AGENT	Quintet Private Bank (Europe) S.A. 43 Boulevard Royal L-2449 Luxembourg Grand Duchy of Luxembourg
CENTRAL ADMINISTRATOR AND REGISTRAR AND TRANSFER AGENT	Apex Fund Services S.A. 3, rue Gabriel Lippmann L-5365 Munsbach Grand Duchy of Luxembourg
DOMICILIARY AGENT	Apex Fund Services S.A. 3, rue Gabriel Lippmann L-5365 Munsbach Grand Duchy of Luxembourg
INDEPENDENT AUDITOR	KPMG Luxembourg S.à r.l. 9, allée Scheffer L-2520 Luxembourg
LEGAL ADVISOR IN LUXEMBOURG	Loyens & Loeff Luxembourg S.à r.l. 18-20, rue Edward Steichen L-2540 Luxembourg Grand Duchy of Luxembourg

PROVISIONS APPLICABLE TO THE FUND GENERALLY

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined elsewhere in this Private Placement Memorandum or unless the context indicates otherwise, capitalised words and expressions in this Private Placement Memorandum have the meaning as described below.

2007 Law or SIF Law	the Luxembourg law dated 13 February 2007 on specialised investment funds as amended from time to time;
1915 Law	the Luxembourg law dated 10 August 1915 on commercial companies, as amended from time to time;
1993 Law	the Luxembourg law dated 5 April 1993 on the financial sector, as amended from time to time;
2013 Law	the Luxembourg law dated 12 July 2013 on alternative investment fund managers, as amended from time to time;
AFM	The Dutch Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>);
AIF	an alternative investment fund within the meaning of the AIFM Directive;
AIFM	an alternative investment fund manager authorised in accordance with the AIFM Directive and in respect of the Fund, Privium Fund Management B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of The Netherlands, having its registered office at Gustav Mahlerplein 3, 26 th floor, 1082 MS Amsterdam, the Netherlands, and registered with the Trade Register under number 34268930;
AIFMD-CDR	the Delegated Regulation 231/2013 of 19 December 2012 supplementing the AIFM Directive with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;
AIFMD Investment Management Agreement	the contract entered into between the Fund and Privium Fund Management B.V. with effect from April 19, 2024 and containing the rights and duties of Privium Fund Management B.V. in its role as AIFM to the Fund;

AIFM Directive	the Directive 2011/61/EU on Alternative Investment Fund Managers;
AIFM Rules	the AIFM Directive and the AIFMD-CDR, as well as any implementing measures of the AIFM Directive and the AIFMD-CDR, to the extent applicable;
Article 6 Financial Product	means financial products fulfilling the conditions as set out under Article 6 (1) of SFDR;
Article 8 Financial Product	means financial products fulfilling the conditions as set out under Article 8 (1) of SFDR;
Article 9 Financial Product	means financial products fulfilling the conditions as set out under Article 9 (1), (2) and/or (3) of SFDR;
Articles	the articles of incorporation of the Fund, as amended from time to time;
Business Day	a day on which banks are open for business in Luxembourg other than a Saturday, Sunday or public holiday;
Central Administrator	Apex Fund Services S.A., having its registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 241.514, in its capacity as central administrator to the Fund;
Central Administration Agreement	the contract entered into between the Fund and the Central Administrator with effect from April 1, 2022 and containing the rights and duties of the Central Administrator;
Class or Classes	each class of Shares in issue or to be issued in each Sub-Fund by the General Partner;
Conversion	the method of transformation from one Share Class to another as decided upon in individual Sub-Funds and to the extent allowed in terms of the relevant Sub-Fund Specifications;
CSSF	the <i>Commission de Surveillance du Secteur Financier</i> , the Luxembourg supervisory authority of the financial sector;
Depositary	Quintet Private Bank (Europe) S.A., having its registered office at 43, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register under number B 6395, in its capacity as depositary of the Fund;

Depository Agreement	the contract entered into between the Fund and the Depository and Paying Agent with effect from April 19, 2024 containing the rights and duties of the Depository and Paying Agent;
DNB	the Dutch Central Bank (<i>De Nederlandsche Bank N.V.</i>);
Domiciliary	Apex Fund Services S.A., having its registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 241.514, in its capacity as domiciliary agent to the Fund;
Domiciliary Agreement	the contract entered into between the Fund and the Domiciliary with effect from April 1, 2022 and containing the rights and duties of the Domiciliary;
Formation Date	the date on which the Fund was incorporated as described under 2 “The Fund” below;
Fund	Privium Selection Fund SCA SICAV-SIF;
Fund Documents	collectively: (a) this Private Placement Memorandum; (b) the Articles; and (c) the form of Subscription Agreement.
General Partner	Privium Selection Management, a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg, having its registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, in its capacity of managing general partner of the Fund;
Gross Asset Value or GAV	the gross asset value of the Fund, the gross asset value of each Sub-Fund, the gross asset value of each Class or Series of Shares and the gross asset value per Share (as the case may be), being the relevant Net Asset Value after deduction of all expenses, liabilities and Management Fees, but before deduction of Incentive Fees;
IFRS	International Financial Reporting Standards;
Investment Advisor	each entity to which the duties of investment advisor in respect of the Fund and/or specific Sub-Funds may be entrusted;

Investment Manager	each entity to which the duties of portfolio management in respect of the Fund and/or specific Sub-Funds may be entrusted;
Investor	any person who subscribes for Shares after the subscription of the initial share capital of the Fund by the initial Shareholders;
Luxembourg GAAP	generally accepted accounting principles in Luxembourg;
Management Share	the non-participating management share subscribed for and held by the General Partner, having the characteristics and carrying the rights and obligations as set out in the Fund Documents;
Net Asset Value or NAV	the net asset value of the Fund, the net asset value of each Sub-Fund, the net asset value of each Class or Series of Shares or the net asset value per Share (as the case may be), in each case calculated as provided for in the Fund Documents;
Ordinary Shares	the redeemable shares issued to the first limited Shareholders on Formation Date;
Paying Agent	Quintet Private Bank (Europe) S.A., having its registered office at 43, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register under number B 6395, in its capacity as paying agent of the Fund;
Private Placement Memorandum	this private placement memorandum issued in respect of the Fund, including the relevant Sub-Fund Specifications, as amended from time to time;
Reference Currency	the reference currency of the Fund, being the Euro, or the reference currency of a relevant Sub-Fund (as the case may be);
Registrar and Transfer Agent	Apex Fund Services S.A., having its registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 241.514, in its capacity as registrar and transfer agent of the Fund;
Series	each series of a relevant Class of Shares in issue or to be issued in each Sub-Fund by the General Partner;
SFDR	means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as may be amended from time to time;

Share	a registered Share of no par value in issue of any Class and in any Sub-Fund;
Shareholder	a holder of Shares in a Sub-Fund recorded as such in the Fund's register of Shareholders;
Sub-Fund	any sub-fund(s) of the Fund to which specific Shares and/or Classes of Shares relate;
Sub-Fund Specifications	with respect to a Sub-Fund, the particular specifications pertaining to that Sub-Fund, as amended from time to time, each time set forth in a particular supplement to this Private Placement Memorandum;
Subscription Agreement	each agreement between the Fund and an Investor setting forth (i) the number and Class of Shares in the relevant Sub-Fund to be subscribed by such Investor, (ii) the rights and obligations of such Investor in relation to its subscription for Shares; and (iii) representations and warranties given by such Investor in favour of the Fund;
Taxonomy Regulation	means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088;
Temporary Investments	cash held by the Fund temporarily placed in bank accounts (including current or fixed term deposits) with major banks, money market instruments or cash bonds issued by high quality issuers or government securities to the extent allowed in terms of the relevant Sub-Fund Specifications;
Trade Register	the Dutch trade register (<i>Handelsregister</i>);
Valuation Day	a day as of which the NAV per Share of any Class or Series of Shares of any Sub-Fund is calculated, being at least once per year, unless otherwise set forth in the relevant Sub-Fund Specifications;
Well-Informed Investor	a well-informed investor as per article 2 of the 2007 Law.

1.2 Interpretation

Unless the context requires otherwise in this Private Placement Memorandum, any reference to an action of the General Partner means an action of the General Partner or

any agent appointed by either the General Partner or any agent acting on behalf of the Fund and any reference to an action on behalf of the Fund, includes an action on behalf of a specific Sub-Fund, unless stated otherwise.

2. THE FUND

The Fund is an investment company with variable share capital (*société d'investissement à capital variable - SICAV*) organised as an umbrella specialised investment fund (*fonds d'investissement spécialisé - SIF*) in the form of a corporate partnership limited by shares (*société en commandite par actions - SCA*) in accordance with the provisions of the 2007 Law and the 1915 Law. The subscription, sale and holding of Shares of the Fund is restricted to Well-Informed Investors subscribing on their own behalf or to Well-Informed Investors subscribing on behalf of other Well-Informed Investors. The Fund qualifies as an AIF within the meaning of Article 1 (39) of the 2013 Law implementing the AIFM Directive. The General Partner has appointed Privium Fund Management B.V. as the AIFM of the Fund.

The Fund was incorporated for an unlimited duration with an initial share capital of EUR 31,000 (thirty one thousand Euro) represented by 1 (one) non participating Management Share and 30 (thirty) Ordinary Shares on 13 September 2011 (the **Formation Date**) and is registered with the Luxembourg Trade and Companies Register under number B 163502. The Articles have been filed with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) where they are available for inspection and where copies can be made and have been published in the Luxembourg gazette (*Mémorial C Recueil des Sociétés et Associations*) N°2282 on 27 September 2011. Copies may also be obtained at the registered office of the Fund.

The share capital of the Fund is variable at all times is equal to the Net Asset Value or NAV of the Fund and is expressed in EUR. It is represented by Shares issued with no par value either partly or fully paid-up. Variations in the capital shall be effected *ipso jure* and there are no provisions requiring publication and filing of such variations with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*).

The minimum share capital is EUR 1,250,000 (one million two hundred and fifty thousand Euro).

The Fund is an umbrella fund that may consist of different Sub-Funds. Each Sub-Fund shall be comprised of all that has been paid or contributed on the Shares in the relevant Sub-Fund, all that has been obtained by the relevant Sub-Fund with the said payments and contributions, all resulting benefits and all debts, liabilities and other commitments incurred by the Fund for the account of the Sub-Fund concerned. Each Sub-Fund has its own investment, subscription and profit allocation and/or distribution policies. The introduction of a Sub-Fund is effected pursuant to a decision to that end by the General Partner setting the terms and conditions of the relevant Sub-Fund. Each Sub-Fund may have similar or different investment strategies and other specific features (including, but not limited to, specific investment advisors/managers, if any, specific fee structures, permitted investments, investment restrictions and distribution policies) as the General Partner shall determine from

time to time in respect of each Sub-Fund and as contained in the relevant Sub-Fund Specifications.

The assets and liabilities of each Sub-Fund shall be segregated from the assets and liabilities of the other Sub-Funds, with creditors having recourse only to the assets of the Sub-Fund concerned. As between the Shareholders, each Sub-Fund will be deemed to be a separate entity.

In accordance with the provisions of article 71 of the SIF Law, there is no cross liability between Sub-Funds and each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The different Classes of Shares in issue or to be issued in each Sub-Fund of the Fund (if any) may differ *inter alia* in their fee structure, distribution policy or any other criteria to be determined by the General Partner and as contained in the relevant Sub-Fund Specifications.

The proceeds of the issue of Shares in respect of each Sub-Fund will be invested for the exclusive benefit of the relevant Sub-Fund in accordance with the investment policy determined by the General Partner from time to time in respect of the relevant Sub-Fund and as set forth in the relevant Sub-Fund Specifications. All Shares of the same Class in a particular Sub-Fund shall have equal rights as to dividends declared (if any), income, realised and unrealised investment gains, redemption rights, redemption proceeds and liquidation proceeds.

3. MANAGEMENT AND ADMINISTRATION

3.1. The General Partner

The Fund is managed exclusively by Privium Selection Management, a *société à responsabilité limitée*, incorporated and existing under the laws of the Grand Duchy of Luxembourg, with registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Trade and Companies Register N° B 163479 (the **General Partner**).

The General Partner is responsible for investment management of the assets of the Fund and each of its Sub-Funds (which it may delegate, to some extent, to third parties on a Sub-Fund by Sub-Fund basis as described below), for the day-to-day management of the affairs of the Fund as well as for the administration and marketing functions related to the Fund and its Sub-Funds. The General Partner retains legal decision-making power and has exclusive authority with regard to any decisions not specifically delegated or attributed to another entity or service provider and supervises the Central Administrator, the AIFM and any other service providers in the performance of their duties.

The General Partner has appointed Privium Fund Management B.V. to act as the AIFM of the Fund for purposes of the investment management of the assets of the Fund. Subject to the General Partner's consent, the AIFM may delegate the portfolio management and other

related services in respect of one or more of the Sub-Funds to one or several other Investment Managers and/or Investment Advisors as more fully disclosed in the relevant Sub-Fund Specifications.

The board of managers of the General Partner is composed of the following members:

Clayton Heijman, Director

Mr. Clayton Heijman, a Dutch national, obtained a degree from the Dutch H.E.A.O. in Utrecht in 1983 and a Master in Business Administration from Webster University in Leiden in 1986, with an emphasis in marketing and management.

After working for Kas-Bank and merchant bank MeesPierson he joined Goldman Sachs as an executive director in the Equity Finance & Prime Brokerage division from 1994. In 1998 he joined Fortis as a Managing Director to set up the Prime Fund Solutions activities. After leaving in 2006 he was a Managing Director at Credit Agricole's Calyon. In 2008 he started and became the CEO of Darwin Platform, a firm that provides start up support to new investment management initiatives and offers COO support. From 2010 onwards he expanded the business activities of Privium Fund Management in both London, Hong Kong and Amsterdam.

Gunter Rausch, Director

Mr. Rausch is a Director and Conducting Officer of MPL Services (Luxembourg) S.A., as well as an Independent Director for a portfolio of Luxembourg and Cayman investment funds. His client portfolios comprise the following strategies: traditional long-only, long-short, private equity, real estate, fund-of-funds (hedge and private equity) and volatility. Prior to joining MPL, Mr. Rausch served as Conducting Officer at Willerfunds Management Company S.A., a subsidiary of the Swiss private bank, Banque Morval.

Leveraging his training as a chartered accountant and auditor with Johan Wille Consulting, he joined PwC Cayman Islands in 2006 as a Senior Associate, specialising in banking and hedge funds. During 2008 Mr. Rausch assumed responsibility for the mutual fund administration function of Morval Bank & Trust (Cayman) Ltd. before transferring to Luxembourg in 2013. His tenure within the Morval group lasted just over 9 years, 5 of which were spent in Cayman and 4 in Luxembourg.

Mr. Rausch is a member of the South African Institute of Chartered Accountants, is registered as a professional director with the Cayman Islands Monetary Authority ("CIMA") and holds a Hons B Com in Chartered Accountancy from the Northwest University in South Africa. Mr. Rausch is an active member of ILA (*Institut Luxembourgeois des Administrateurs*) and is following the ILA Certified Directors programme.

Mr. Rausch is a dual South African/German national, is a native English speaker, fluent in Afrikaans and German and has been based in Luxembourg since 2013.

Michael Romanek, Director

Mr. Michael Romanek, a British national, obtained a Bachelor in Business Administration from North Carolina State University. After working in the Chicago Mercantile Exchange for several years, he moved to London to work for several firms relating to the derivatives industry (LIFFE, EUREX). In 2002 Mr. Romanek joined Fortis PFS as a director of European Business Development. In 2008 he became the founder and principal of Rise Partners Limited, a London based consultancy firm specialised in specific niches in the alternative investment industry. In that capacity he has written various articles and appeared as a speaker on different industry conferences and television programs.

3.2. Removal of the General Partner

The General Partner may be removed by a majority of 75% (seventy five percent) of the votes cast at a general meeting of Shareholders where at least 66% (sixty six percent) of the voting rights are represented, on the occurrence of the following events:

- (a) any action by the General Partner, or any person to whom the General Partner has delegated any part of its duties, which has been determined by an arbitrator or competent court in a final decision to constitute a fraud and which is not remedied within 60 (sixty) days after the General Partner receives notice or otherwise becomes aware of the action; or
- (b) the determination by an arbitrator or competent court that the General Partner, or any person to whom the General Partner has delegated any part of its duties, has/have wilfully or through gross negligence committed a breach of one or more provisions of the Fund Documents, and which is not remedied within 60 (sixty) days after the General Partner receives notice or otherwise becomes aware of the action.

No consent of the General Partner is required for such Shareholders' resolution.

Upon the removal of the General Partner, a new managing general partner (*associé-gérant-commandité*) of the Fund shall be appointed by the Shareholders in a general meeting of Shareholders with the majority requirements set out in the Articles, which shall substitute, subject to the prior approval of the CSSF, the General Partner as managing general partner (*associé-gérant-commandité*) of the Fund by the satisfaction of all relevant and appropriate formalities, and which shall assume the General Partner's obligations as managing general partner of the Fund.

If necessary or required, this Private Placement Memorandum will be amended accordingly in each such case.

3.3. The AIFM, Investment Manager and Investment Advisor

Privium Fund Management B.V. was appointed as external alternative investment fund manager of the Fund. Privium Fund Management B.V. is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of The Netherlands

having its official seat in Amsterdam, the Netherlands and its principal offices at Symphony Towers 26/F, Gustav Mahlerplein 3, 1082 MS Amsterdam, the Netherlands, and is registered with the Trade Register under number 34268930.

The AIFM is in possession of a license as referred to in article 2:65(1)(a) of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) issued by the AFM and as a consequence is subject to conduct of business and prudential supervision by the AFM and DNB.

Privium Fund Management B.V. is authorised by the AFM to act as, and has been appointed as, AIFM to the Fund and acts as portfolio manager and risk manager to the Sub-Funds. The AIFM manages and markets the Shares on the basis of the AIFM Directive marketing passport regime and the management passport regime respectively. The AIFM provided relevant information to the AFM in accordance with article 31 and article 32 (marketing regime) and 33 (management regime) of the AIFM Directive. The rights and duties of the AIFM are as set forth in AIFMD Investment Management Agreement, subject to the overall supervision and control of the General Partner.

Pursuant to the terms of the AIFMD Investment Management Agreement, the AIFM is permitted to delegate the portfolio management of the assets of any one or more of the Sub-Funds to a third party and may therefore appoint one or more other Investment Managers and/or Investment Advisors in respect of some or all of the Sub-Funds. The AIFM is not permitted to delegate the risk management of the assets of the Fund or any of the Sub-Funds at any time. Any such delegation by the AIFM shall be carried out in accordance with the provisions of AIFM Directive and in compliance with the AIFM Rules. The AIFM's liability towards the Fund and the Sub-Funds is not affected by the appointment of any delegate.

The rights and duties of any Investment Manager or Investment Advisor appointed by the AIFM will be set forth in an investment management agreement or investment advisory agreement (as appropriate), subject to the overall supervision and liability of the AIFM.

To the extent required by the AIFM Rules, the AIFM will hold appropriate additional own funds and/or professional indemnity insurance to cover any liability which may arise as a result of its activities as AIFM to the Fund.

To the extent required by the AIFMD Rules and SFDR, the AIFM shall establish, implement and maintain a remuneration policy which meets the requirements of, and complies with, the principles set out in the AIFMD Rules and the ESMA Remuneration Guidelines, ESMA/2013/201, as interpreted by the AFM in its guidance applicable thereto. The AIFM's remuneration policy shall apply to staff whose professional activities have a material impact on the Fund's risk profile and so shall cover senior management, risk takers, control functions and any employee receiving total remuneration that takes them in to the same remuneration bracket as senior management and risk takers and whose professional activities have a material impact on the risk profile of the Fund. Accordingly, such remuneration policy shall be consistent with, and promote, sound and effective risk

management and shall not encourage risk-taking which is inconsistent with the risk profile of the Fund.

The statutory management board of the AIFM directly determines the policy of the AIFM. The management board of the AIFM consists of Mr C.H.A. Heijman, Mr M. Baak and Mr R.J. van Hoorn. At the AIFM Mr Heijman is ultimately responsible for compliance and risk management. Mr Baak and Mr Van Hoorn share ultimate responsibility for the investment management activities of the Funds being managed by the AIFM.

3.4. The Depositary and Paying Agent

Under the Depositary and Paying Agent Agreement the Fund has appointed Quintet Private Bank (Europe) S.A. as the Depositary of the Fund in accordance with the SIF Law and the 2013 Law. The Fund has also appointed Quintet Private Bank (Europe) S.A. as the Paying Agent of the Fund.

Quintet Private Bank (Europe) S.A. is a financial institution operating under the form of a Luxembourg société anonyme having its registered office at 43, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register under number B 6395. It is licensed to carry out banking activities in accordance with the terms of the 1993 Law.

As Depositary of the Fund, will have the responsibility for the safekeeping of the assets; oversight duties; and cash flow monitoring, pursuant to the 2013 Law and the Depositary Agreement and entered into between the Fund, the AIFM and the Depositary.

(a) *Safekeeping of the assets*

The Depositary is responsible in accordance with the Luxembourg laws and regulations, the 2013 Law and the Depositary Agreement for the safekeeping of the financial instruments that can be held in custody and for the record keeping and verification of ownership of the other assets.

Delegation

The Depositary is further authorized to delegate its safekeeping duties under the 2013 Law to sub-custodians and to open accounts with such sub-custodians, provided that (i) such delegation is in accordance with, and subject to compliance with, the conditions set out in the applicable Luxembourg laws; and (ii) the Depositary will exercise all due skill, care and diligence in the selection, appointment, periodic review and ongoing monitoring of its sub-custodians.

Discharge of liability

The Depositary may in certain circumstances and in accordance with Article 19(13) of the 2013 Law and Article 21(13) of the AIFM Directive, discharge itself of liability.

In the event where certain financial instruments are required by a foreign local law or regulation to be held in custody by a local entity, and no local entity satisfies the delegation requirements in accordance with Article 19 (11) d) (ii) of the 2013 Law and Article 21 (11) d) (ii) of the AIFM Directive, the Depositary may nonetheless discharge itself of liability provided that specific conditions in accordance with Article 19 (14) of the 2013 Law and Article 21 (14) of the AIFM Directive, the articles of association of the Fund and the Depositary Agreement are met.

As of the date of the Private Placement Memorandum, the Depositary has not entered into any agreement to be discharged from its liability.

(b) Oversight

The Depositary will, in accordance with the 2013 Law, the AIFMD-CDR and the Depositary Agreement:

- (i) ensure that the sale, issue, re-purchase, redemption and cancellation of Shares of the Fund are carried out in accordance with the 2013 Law and the Articles;
- (ii) ensure that the Net Asset Value is calculated in accordance the 2013 Law, the Articles and the procedures laid down in Article 19 of the AIFM Directive;
- (iii) carry out the instructions of the AIFM and/or the Fund, unless they conflict with the 2013 Law, the Articles or the Private Placement Memorandum of the Fund;
- (iv) ensure that, in transactions involving the assets of the Fund, any consideration is remitted to the Fund within the usual time limits; and
- (v) ensure that the income of the Fund is applied in accordance with, the 2013 Law or the Articles of the Fund.

(c) Cash flow monitoring

The Depositary is required under the 2013 Law, the AIFMD-CDR and with the Depositary Agreement to perform certain cash flow monitoring duties as follows:

- (i) reconcile all cash flow movements and perform such a reconciliation on a daily basis;
- (ii) identify cash flows, which are in its reasonable opinion, significant, and in particular those which could be inconsistent with the Fund's operations. The Depositary will perform its review using the previous Business Day end-of-day records;
- (iii) ensure that all bank accounts in the Fund structure are in name of the Fund or in the name of its AIFM on behalf of the Fund ;

- (iv) ensure that the relevant banks are EU credit institutions or equivalent;
- (v) ensure that the monies paid by the Shareholders have been received and booked in either cash accounts or third party accounts.

The Depositary Agreement may be terminated by either party upon 3 (three) calendar months' prior written notice, according to the further terms and conditions as set out in the Depositary Agreement. If a new depositary has not been appointed by the end of the notice period, the resigning/removed Depositary shall take all necessary steps for the good preservation of the interests of the Investors.

3.5. The Central Administrator

Pursuant to an agreement (**Central Administration Agreement**) dated as of April 1, 2022 between Apex Fund Services S.A. (formerly: Apex Corporate Services S.A. as it was merged into Apex Fund Services S.A. on 29 September 2023) (**Apex Luxembourg**), the Fund and the AIFM, Apex Luxembourg was appointed, having its registered office at 3, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg as registrar and transfer administrative agent. Apex Luxembourg is responsible for the central administration of the Fund and in particular for the processing of the issue, redemption and conversion of Shares, the determination of the Net Asset Value and the Net Asset Value per Share in each Sub-Fund and for the maintenance of accounting records. In addition, as registrar and transfer agent of the Fund, Apex Luxembourg is also responsible for verifying whether the Investors qualify as Well-Informed Investors.

Apex Fund Services S.A. is part of the Apex Group, a global provider of fund administration services with 40 offices across the globe, ISAE 3402/SSAE18 audited, independently owned with approximately US 1 trillion under administration. Apex Group provides specialist fund administration, share registrar, corporate secretarial services and directors to funds and collective investment schemes globally.

The Central Administrator may from time to time, under its full responsibility, control and in compliance with any applicable regulation and at its own costs, enter into agreement with affiliated companies in view of delegating part of the activities covered by the Central Administration Agreement. The duties and responsibilities of the Central Administrator are not altered in any way by any delegation being in effect.

The Central Administration Agreement is governed by Luxembourg law and will remain in effect until such time as it is terminated in accordance with the provisions of the Central Administration Agreement. The Central Administration Agreement may be terminated by any of the parties thereto by giving to the other party a notice in writing specifying the date of such termination, which will be not less than 3 months after the date of service of such notice. The Central Administration Agreement may be terminated forthwith by either the General Partner on behalf of the Fund or Apex Luxembourg by giving notice in writing to the other party in the circumstances set out in the Central Administration Agreement. The

Central Administration Agreement may also be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the investors.

The valuation of the assets of the Fund and the Sub-Funds will be carried out by the AIFM. In calculating the Net Asset Value of the Fund and the Net Asset Value of the Shares, the Central Administrator shall not be deemed to the Fund or any of the Sub-Funds to be providing the services of an external valuer within the meaning of the AIFM Directive, unless otherwise agreed between the parties under separate agreement in accordance with the provisions of the AIFMD Rules.

In its capacity as administrative agent of the Fund, the Central Administrator is responsible for (i) the calculation of the Net Asset Value(s) of the Fund, Sub-Funds, Shares, Classes and/or Series (if applicable), (ii) the keeping of the books and records of the Fund, in particular for the accounting services (including, but not limited to, the maintenance of accounting records, the calculation of the subscription tax (*taxe d'abonnement*)) as well as (iii) the reporting and publication services (preparation of financial reports, liaising with the auditor and the CSSF and the preparation of all statements required under applicable laws and regulations in Luxembourg).

In its capacity as registrar and transfer agent of the Fund, the Central Administrator is responsible for the issue, redemption, conversion, cancellation and transfer of the Shares of the Fund and for the safekeeping of the register of Shareholders.

Pursuant to agreement dated as of April 1, 2022 (the **Domiciliary Agreement**), the Fund appointed Apex Luxembourg as domiciliary agent (the **Domiciliary**).

In its capacity as domiciliation agent, the Domiciliary is responsible for keeping safely all corporate documents of the Fund, handling all notices and circulars to Shareholders, accepting all correspondence on behalf of the Fund, organising and taking care of all formalities with respect to Shareholders' and the General Partner's board meetings, publishing all compulsory legal notices and publications, and initiating payment out of the assets of the Fund of fees and charges billed by third parties, if duly authorised by the General Partner.

The Central Administrator and the Domiciliary shall be liable as provided for by Luxembourg law in the fulfilment of their respective duties under the Central Administration Agreement and the Domiciliary Agreement.

The Fund has agreed to indemnify and hold harmless the Central Administrator, the Domiciliary, their managers, officers and employees from and against any and all reasonable costs, liabilities and expenses resulting directly from the fact that the Central Administrator, the Domiciliary, their managers, officers or employees have acted there under as agent of the Fund in accordance with proper instructions, except in the case of gross negligence or willful misconduct of the Central Administrator, the Domiciliary, their managers, officers or employees.

3.6. Auditor

The accounting data related in the annual report of the Fund shall be examined by an auditor (*réviseur d'entreprises agréé*) appointed by the Fund and remunerated by the Fund. The auditor shall fulfill the duties prescribed by the 2007 Law.

The Fund has appointed KPMG Luxembourg S.à r.l. as its auditor.

3.7. Indemnification

The Fund shall indemnify any member of the board of managers of the General Partner, the AIFM, the Investment Managers, Investment Advisors, the Depositary, the Central Administrator and its affiliates as well as any officer and their heirs, executors and administrators (each an **Indemnified Person**) against expenses reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of them being or having been a member of the board of managers of the General Partner, an Investment Manager, an Investment Advisor, the Depositary, the Central Administrator and its affiliates or officer or, at its request, being or having been a member of any other entity of which the Fund or a Sub-Fund is an investor or creditor and from which they are not entitled to be indemnified, except in relation to matters in respect of which they may be finally declared to be liable for willful misconduct, bad faith or gross negligence. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit willful misconduct or act in bad faith or with gross negligence. The indemnification shall be provided only where such person has acted pursuant to the receipt of proper instructions (to the extent that such instructions are required) and within the terms and conditions of any contractual agreement in full force and in effect between the indemnified person and the Fund. The foregoing right of indemnification shall not exclude other rights to which the Indemnified Person may be entitled.

An Indemnified Person seeking indemnification pursuant to this clause shall, upon reasonable request, be advanced by the Fund, expenses (including legal fees and costs) reasonably incurred by such Indemnified Person in defence of any proceeding against such Indemnified Person prior to the final disposition thereof; provided that such Indemnified Person has agreed in writing to repay such amount to the Fund within 3 (three) months of the date it is ultimately determined that such Indemnified Person is not entitled to be indemnified as authorised in this section.

3.8. Fair Treatment of Investors

In all of its decisions the AIFM and, where applicable, any Investment Manager and/or Investment Advisor, shall ensure fair treatment of investors in the Sub-Funds and that any preferential treatment accorded by the AIFM and, where applicable, any Investment

Manager and/or Investment Advisor, to one or more investors does not result in an overall material disadvantage to other investors in the Sub-Fund. The AIFM seeks to ensure that the investment strategy, the liquidity profile and the redemption policy of each Sub-Fund is consistent. The investment strategy, liquidity profile and redemption policy of a Sub-Fund will be considered to be aligned when investors have the ability to redeem their investments in a manner consistent with the fair treatment of all investors and in accordance with the Fund's redemption policy and its obligations. In assessing the alignment of the investment strategy, liquidity profile and redemption policy, the AIFM and, where applicable, any Investment Manager and/or Investment Advisor, shall have regard to the impact that redemptions may have on the underlying prices or spreads of the individual assets of the relevant Sub-Fund.

4. INVESTMENT OBJECTIVES AND POLICY

4.1. Investment objectives and policy

The Fund has as investment objective to provide Investors with a favorable rate of return, while controlling risk and to achieve significant long term capital growth by investing through the Sub-Funds.

Each Sub-Fund is a fund investing its assets in accordance with the specific investment objectives and investment policy as well as its specific investment restrictions, if any, as referred to in the relevant Sub-Fund Specifications.

The Fund may specify more detailed and specific investment policies and restrictions on a Sub-Fund by Sub-Fund basis subject to the following general guidelines in compliance with CSSF Circular 07/309, whereby any given Sub-Fund of the Fund shall not invest, generally, more than 30% (thirty percent) of its net assets or commitments in subscribing for securities of the same kind issued by the same issuer; though this restriction shall not apply:

- to investments in securities issued or certified by a member State of the OECD or by its territorial public communities or by the institutions and supranational bodies being common, local or global;
- to investments in target undertakings for collective investments that are subject to risk spreading requirements at least comparable to the current restrictions. For the purpose of the application of this restriction, every sub-fund of a target umbrella UCI is to be considered as a separate issuer provided that the principle of segregation of liabilities among the various sub-funds vis-à-vis third parties is ensured.

Short sales (if any) shall not result in a given Sub-Fund holding an uncovered exposure in respect of securities of the same kind issued by the same issuer, which account for more than 30% (thirty percent) of the Sub-Fund's assets.

When using derivative financial instruments, each Sub-Fund shall ensure a comparable level of risk spreading by an appropriate level of diversification of the underlying assets. For

the same purpose, the counterparty risk shall in respect of certain over-the-counter trades be limited subject to the quality and the qualification of the counterparty.

THERE CAN BE NO ASSURANCE THAT THE SUB-FUNDS' INVESTMENT OBJECTIVES WILL BE ACHIEVED. INVESTMENT RESULTS MAY SUBSTANTIALLY VARY OVER TIME.

4.2. Borrowings

The Fund may use financial leverage for direct and/or indirect investments in accordance with market practice on a Sub-Fund by Sub-Fund basis only.

The maximum borrowing (if any) at Sub-Fund level shall not exceed the ratio provided for in the relevant Sub-Fund Specifications, which shall be calculated in accordance with the AIFMD Rules' gross method and commitment method. The amount of leverage which a Sub-Fund may have outstanding at any time may be substantial in relation to its capital. While such leverage presents opportunities for increasing the Sub-Fund's total return, it has the effect of potentially increasing losses as well. The investor's attention is drawn to the section titles "Risk Factors" herein".

The General Partner and/or the AIFM will disclose to all Shareholders the total amount of leverage of any Sub-Fund, as calculated in accordance with the AIFMD Rules' gross and commitment methods employed by the Fund, as well as any changes to the maximum level of leverage in respect of any Sub-Fund calculated in accordance with such methods which may be employed by the Fund (including where any such limitation is imposed) through appropriate investor disclosure at least annually or sooner if required by applicable law. Any determination to limit the amount of leverage which may be employed by any Sub-Fund and/or the level thereof may be changed by the Fund or the AIFM without the consent of Shareholders.

The General Partner may, further to the request of the AIFM or any relevant Investment Manager and after consultation with the AIFM or the relevant Investment Advisor and/or Investment Manager, acting on behalf of and for the account of a Sub-Fund, secure the borrowings of the relevant Sub-Fund by *inter alia* pledging the relevant Sub-Fund's assets.

4.3. Risk Management Framework

Under the AIFMD the AIFM is required to establish and maintain a permanent risk management function. This function should have a primary role in shaping the risk policy of each Sub-Fund, risk monitoring and risk measuring in order to ensure that the risk level complies on an ongoing basis with the Sub-Fund's risk profile.

The risk management function performs the following roles:

- to implement effective risk management policies and procedures in order to identify, measure, manage and monitor risks;

- to ensure that the risk profile of a Sub-Fund is consistent with the risk limits set for that AIF;
- to monitor compliance with risk limits; and
- to provide regular updates to senior management concerning:
 - the consistency of stated profile versus risk limits;
 - the adequacy and effectiveness of the risk management process; and
 - the current level of risk of each Sub Fund and any actual or foreseeable breaches of risk limits.

To identify the risk profile and main risks, and ensure the right measurement, management and monitoring of these risks, the AIFM has a rigid 'Risk Onboarding Process'. It ensures that the investment process is properly documented and the product itself is properly reviewed.

As described by the AIFMD, quantitative risk limits are, where possible, constructed for various risk categories: market risk, liquidity risk, credit risk, counterparty risk and operational risk. These risk limits should be in agreement with the risk profile of the fund.

The risk management function is fully independent from the portfolio management function of the AIFM.

To ensure that all risk management tasks are executed correctly and timely, the AIFM uses an automated system that registers all risk tasks, keeps a list of all pending risk tasks, and escalates risk tasks that have not been executed or report a violation of a risk rule. The system produces an audit log that can be verified by the internal auditor, the external auditor, General Partner the AIFM's management board, the regulator or other stake holders. Not all risk variables have limits but to identify any new relevant risks, every variable that is reported in the so-called CM system flows through a sanity check. The sanity check will raise an exception if the variable falls outside its "normal" boundaries. The AIFM's risk manager is notified of these exceptions and will make an assessment whether the situation is stable or whether further escalation is needed.

The CM system is responsible for monitoring of the pre-defined risk limits. The limits can either be configured as notification limits, soft limits or hard limits. In case of a breach of any of the limits, the escalation procedures are followed as described in the Risk Management Procedures of the AIFM's Handbook.

The reoccurring risk tasks are:

- the creation and publication of risk reports, the frequency is based on the net asset value calculation frequency of a particular Sub-Fund.;
- periodic reporting by portfolio management, the frequency is based on the net asset value calculation frequency of a particular Sub-Fund;

- quarterly operational risk management to monitor compliance with risk limits; and
- the stress scenarios. The frequency is based on the net asset value calculation frequency of a particular Sub-Fund. On ad hoc basis extra stress scenarios can be performed.

On a monthly basis, the risk committee of the AIFM meets to discuss the performances and risks of any Sub-Fund, this includes sustainability risk. Any breaches are discussed. On a yearly basis a risk evaluation and product review is being conducted.

4.4 Liquidity Risk Management and Stress Testing

To the extent required by the AIFMD Rules, the AIFM's risk management function shall employ an appropriate liquidity management system and adopt documented procedures to enable it to monitor the liquidity risk of the Fund and the Sub-Funds and seek to ensure that the liquidity profile of the Sub-Funds' investments enable the Fund to meet redemption requests in normal circumstances. In addition, there are procedures that seek to allow the Fund and the Sub-Funds to manage their liquidity in exceptional circumstances. The AIFM's liquidity management procedures shall be reviewed on at least an annual basis. To the extent required by the AIFMD Rules, the AIFM shall conduct stress testing on an ongoing basis under normal and exceptional liquidity conditions, having regard to a range of issues, including the Fund's investment strategy, the fact that Shares may not be purchased or held by persons who are not experienced in investment matters and the fact that the Fund provides for monthly redemptions.

5. ISSUE OF SHARES

5.1. Sub-Fund Specifications

Specific matters relating to the offering of Shares of each Sub-Fund are referred to in the relevant Sub-Fund Specifications.

5.2. Shares

Unless otherwise provided for in the relevant Sub-Fund Specifications, the General Partner is authorised, without limitation, at any time and for any period, to issue an unlimited number of fully or partly-paid Shares of no par value of any Class at a price and in accordance with the conditions and procedures provided for in the relevant Sub-Fund Specifications, without granting to existing Shareholders a preferential right to subscribe for the Shares to be issued. The Fund shall only issue registered Shares.

Shares may be issued in one or more Classes in each Sub-Fund, each Class having features or being offered to different types of Well-Informed Investors as more fully described in the relevant Sub-Fund Specifications. The General Partner may, however, decide that no such Classes will be available in any of the Sub-Funds or alternatively that such Class may only be purchased upon prior approval of the General Partner as more fully described in the relevant Sub-Fund Specifications.

Certain Classes of Shares in one or more Sub-Funds may be submitted for listing on the official list of the Luxembourg Stock Exchange and for trading on the EU Regulated market and/or the Euro MTF market. In such cases, appropriate disclosure will be made in the relevant Sub-Fund Specifications. In such cases, the Shares will generally be freely transferable, save that the requirement that Shareholders be Well-Informed Investors will continue to apply.

5.3. Subscription process

The subscription process applicable in respect of each Class of Shares in each Sub-Fund shall be set forth in the relevant Sub-Fund Specifications. The General Partner may delegate the performance of all or part of the subscription process to the Central Administrator.

By executing a Subscription Agreement and/or by the acquisition of Shares, each Investor fully adheres to and accepts the Fund Documents which determine the contractual relationship between the Investors, the Fund, the General Partner and any other agents of the Fund, as well as among the Investors themselves.

6. TRANSFER OF SHARES

Shares are only transferable between Well-Informed Investors and may be subject to such other transfer conditions as set forth in the relevant Sub-Fund Specifications and in the Articles.

Any transfer of Shares shall be entered into the register of Shareholders.

For the avoidance of doubt, the General Partner shall not transfer all or part of its Management Share(s) or voluntarily withdraw as general partner of the Fund.

7. REDEMPTION OF SHARES

With respect to certain Classes of (redeemable) Shares, Shareholders may redeem all or part of such Shares in accordance with the terms contained in the relevant Sub-Fund Specifications and the Articles.

The General Partner may, upon serving a repurchase notice to any Shareholder, compel the redemption of some or all of such Shareholder's Shares at a price determined in accordance with the relevant Sub-Fund Specifications. The General Partner shall cause the transfer or the redemption of the Shares of any Shareholder, if the Shareholder ceases to qualify as a Well-Informed Investor.

No distribution for redemption of Shares may be made as a result of which the capital of the Fund would fall below the minimum capital amount required by the 2007 Law.

A redemption of Shares shall be subject to such further terms and conditions, including but not limited to any redemption charges, as set forth in the relevant Sub-Fund Specifications.

8. CONVERSION OF SHARES

The conversion of Shares in a given Sub-Fund into Shares of another Sub-Fund or the conversion of Shares of one Class into another Class within the same Sub-Fund or of another Sub-Fund is not allowed, unless authorised on a Sub-Fund by Sub-Fund basis as well as on a Class by Class basis as set forth in the relevant Sub-Fund Specifications.

9. CALCULATION OF THE NET ASSET VALUE

The Reference Currency of the Fund is the EUR. Each Sub-Fund (and each Class) may have a different Reference Currency. The NAV of each Sub-Fund's Shares is expressed in the Reference Currency of the relevant Sub-Fund and within each Sub-Fund the NAV of each Class, if applicable, is expressed in the Reference Currency of the relevant Class, as further described in the relevant Sub-Fund Specifications. The NAV is calculated by the Central Administrator under the responsibility of the General Partner.

The NAV per Share is calculated on a Class by Class and Series by Series basis (if applicable) on such frequency as set forth in the relevant Sub-Fund Specifications.

For the purpose of determining the NAV of the Fund, the net assets attributable to each Class within each Sub-Fund shall, if not denominated in EUR, be converted into EUR and the NAV of the Fund shall be the aggregate of the net assets of all the Sub-Funds. All accounting gains, losses, income or expenditure as well as movements in cash relating to the use of foreign exchange hedging for a specific Class within a given Sub-Fund shall be attributed entirely to the specific Class within the Sub-Fund on behalf of which the hedging was entered into and will not be attributed to any other Class.

The Fund reserves the right to suspend the determination of the NAV of a Sub-Fund under the circumstances set forth under section 10 "Suspension of the Calculation of the NAV" below.

As between Shareholders, each Sub-Fund is treated as a separate entity, generating (without restriction) its own contributions, capital gains and capital losses, fees and expenses. The Fund constitutes a single legal entity. However with regard to third parties, in particular towards the Fund's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

All assets and liabilities of the Fund shall be valued at fair value in compliance with the accounting principles applicable to the Fund. The General Partner, in its discretion and in good faith, may permit some other method of valuation to be used, if it considers that such valuation better reflects the fair value of any asset of the Fund.

If since the time of determination of the NAV there has been a material change in the quotations in the markets on which a substantial portion of the investments of the Fund are

dealt in or quoted, the Fund may, in order to safeguard the interests of the Shareholders and the Fund, cancel the first valuation and carry out a second valuation.

In the absence of bad faith, negligence or manifest error, every decision in calculating the NAV taken by the General Partner, or by the Central Administrator, shall be final and binding on the Fund and present, past or future Shareholders.

I. The assets of the Fund shall include:

1. all cash in hand, receivable or on deposit, including any interest accrued thereon;
2. all bills and notes payable on demand and any account due (including the proceeds of securities sold but not delivered);
3. all securities, shares, bonds, time notes, debentures, debenture stocks, subscription rights, warrants and other securities, money market instruments and similar assets owned or contracted for by the Fund;
4. all interest accrued on any interest-bearing assets, except to the extent that the same is included or reflected in the principal amount of such assets;
5. all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;
6. the preliminary expenses of the Fund, including the cost of issuing and distributing Shares of the Fund, insofar as the same have not been written off and insofar the Fund shall be reimbursed for the same;
7. the marketing and distribution costs of the relevant Sub-Fund, which may be amortised (in respect of the accounting of the Sub-Fund only) equally over a period of up to 5 (five) years as may be set forth in the relevant Sub-Fund Specifications;
8. the liquidating value of all forward contracts and all call or put options in which the Fund has an open position; and
9. all other assets of any kind and nature, including expenses paid in advance.

II. The value of such assets shall be determined at fair value with due regard to the following principles:

1. the value of any cash on hand or deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which

case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true thereof;

2. securities listed and traded primarily on 1 (one) or more recognised securities exchanges shall be valued at their last known prices on the Valuation Day;
3. investment in underlying undertakings for collective investment are taken at their last official NAV known in Luxembourg at the time of calculating the NAV of the relevant Sub-Fund. If such price is not representative of the fair value of such assets, then the price shall be determined by the General Partner, on a fair value basis. Investments subject to bid and offer prices are valued at their mid-price, if not otherwise determined by the General Partner;
4. unlisted securities for which over-the-counter market quotations are readily available (included listed securities for which the primary market is believed to be the over-the-counter-market) shall be valued at a price equal to the last reported price as supplied by recognised quotation services or broker-dealers; and
5. all other non-publicly traded securities, other securities or instruments or investments for which reliable market quotations are not available, and securities, instruments or investments which the Fund, determines in its discretion that the foregoing valuation methods do not fairly represent the fair value of such securities, instruments or investments, will be valued by the Fund either at their cost basis to the Sub-Fund or in good faith using methods it considers appropriate.

Assets expressed in a currency other than the reference currency of the Sub-Fund concerned shall be converted on the basis of the applicable rate of exchange on the relevant Valuation Day. If such rate of exchange is not available, the rate of exchange will be determined in good faith by or under procedures established by the General Partner.

III. The liabilities of the Fund shall include:

1. all loans, bills and accounts payable;
2. all accrued interest on loans (including accrued fees for commitment for such loans);
3. all accrued or payable expenses (including administrative expenses, advisory and management fees, including incentive fees, custodian fees, and corporate agents' fees);
4. all known liabilities, present or future, including all matured contractual obligations for payment of money, including the amount of any unpaid distributions declared by the Fund;

5. an appropriate provision for future taxes based on capital and income to the calculation day, as determined from time to time by the Fund, and other reserves (if any) authorised and approved by the General Partner, as well as such amount (if any) as the General Partner, may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;
6. all other liabilities of whatsoever kind and nature reflected in accordance with generally accepted accounting principles; and
7. the costs and disbursements of any committees incurred in relation to the furtherance of the business of the Fund (if applicable) and shareholder meetings.

In determining the amount of such liabilities the General Partner shall, with due regard to the expenses borne by the General Partner out of its management fee, take into account all expenses (together with applicable value added tax) payable by the Fund which shall include formation expenses, fees, expenses, disbursements and out-of-pocket expenses payable to its accountants, custodian and its correspondents, management company as well as any other agent employed by the Fund, the reasonable remuneration of the directors and their reasonable out-of-pocket expenses, reasonable insurance coverage and reasonable travelling costs in connection with General Partner meetings and investment committee meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, licensing fees for the use of the various indexes, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing the Private Placement Memorandum, further explanatory sales documents, periodical reports or registration statements, the costs of publishing the NAV and any information relating to the estimated value of the Fund, the cost of printing certificates, if any, and the costs of any reports to Shareholders, the cost of convening and holding Shareholders', General Partner and committee meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, transaction fees, the cost of publishing the issue and redemption prices, interests, bank charges and brokerage, postage, insurance, telephone and telex. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount for yearly or other periods. Such liabilities will be allocated among the Sub-Funds on a pro rata basis in proportion to their respective net assets.

IV. The assets and liabilities of different Sub-Funds or different Classes within the same Sub-Fund shall be allocated as follows:

1. the proceeds to be received from the issue of Shares of a Sub-Fund and Class, if applicable shall be applied in the books of the Fund to the relevant Sub-Fund and Class, if applicable;

2. where an asset is derived from another asset, such derived asset shall be applied in the books of the Fund to the same Sub-Fund and Class, if applicable as the assets from which it was derived and on each revaluation of an asset, the increase or diminution in value shall be applied to the relevant Sub-Fund and Class, if applicable;
3. where the Fund incurs a liability which relates to any asset of a particular Sub-Fund and Class, if applicable or to any action taken in connection with an asset of a particular Sub-Fund and Class, if applicable, such liability shall be allocated to the relevant Sub-Fund and Class, if applicable;
4. upon the record date for determination of the person entitled to any dividend declared on Shares of any Sub-Fund and Class, if applicable, the assets of such Sub-Fund and Class, if applicable shall be reduced by the amount of such dividends; and
5. in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Sub-Fund and Class, if applicable, such asset or liability shall be allocated to all the Sub-Funds and Classes, *pro rata* to the NAV of the relevant Sub-Fund and Class, if applicable or in such other manner as determined by the General Partner acting in good faith.

V. For the purposes of the Net Asset Value computation:

1. Shares to be redeemed in accordance with the terms of this Private Placement Memorandum shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the relevant Valuation Day and from such time and until paid by the Fund the price therefor shall be deemed to be a liability of the relevant Sub-Fund and Class, if applicable;
2. Shares to be issued shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day, and from such time and until received by the relevant Sub-Fund and Class, if applicable, the price therefor shall be deemed to be a debt due to the relevant Sub-Fund and Class, if applicable;
3. all investments, cash balances and other assets expressed in currencies other than the currency in which the NAV for the relevant Sub-Fund and Class, if applicable, is calculated shall be valued after taking into account the rate of exchange prevailing on the principal regulated market of each such asset on the dealing day preceding the Valuation Day; and
4. where on any Valuation Day the Fund has contracted to:

- (a) purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the relevant Sub-Fund and Class, if applicable and the value of the asset to be acquired shall be shown as an asset of the relevant Sub-Fund and Class, if applicable;
- (b) sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the relevant Sub-Fund and Class, if applicable and the asset to be delivered shall not be included in the assets of the Fund;

provided however, that if the exact value or nature of such consideration or such asset is not known on such valuation time, then its value shall be estimated by the General Partner in good faith.

10. SUSPENSION OF THE CALCULATION OF THE NET ASSET VALUE

The Fund is authorised to temporarily suspend the calculation of the NAV and the issue, conversion and redemption of Shares in any Sub-Fund in the following cases and in respect of a specific Sub-Fund, as authorised in the relevant Sub-Fund Specifications.

- (a) during any period when any of the principal stock exchanges or other markets on which any substantial portion of the investments of the Fund attributable to such Sub-Fund from time to time is quoted or dealt on is closed otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended, provided that such restriction or suspension affects the valuation on the investments of the Fund attributable to a Sub-Fund quoted thereon; or
- (b) during the existence of any state of affairs which constitutes an emergency in the opinion of the General Partner as a result of which disposals or valuation of assets owned by the Fund attributable to such Sub-Fund would be impracticable; or
- (c) during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of the Fund attributable to such Sub-Fund or the current price or values on any stock exchange or other market in respect of the assets attributable to such Sub-Fund; or
- (d) when for any other reason the prices of any investments owned by the Fund attributable to any Sub-Fund cannot promptly or accurately be ascertained; or
- (e) during any period when the General Partner is unable to repatriate funds for the purpose of making payments on the redemption of the Shares of such Sub-Fund or during which any transfer of funds involved in the realisation or acquisition, of investments or payments due on redemption of Shares cannot in the opinion of the General Partner be effected at normal rates of exchange.

Shareholders holding Shares which are the subject of a suspension will be notified of any suspension of issue, redemption or determination of NAV or of any reinstatement following a suspension thereof, in each case within 10 (ten) days of the relevant event.

Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The relevant Sub-Fund Specifications may provide that the calculation of the NAV of a Sub-Fund or a Class within that Sub-Fund may also be suspended for other reasons.

11. DIVIDEND POLICY

Any distributions of a given Sub-Fund's cash proceeds or the cash proceeds allocable to a given Class in a given Sub-Fund, either during the life of such Sub-Fund or Class, or prior to or upon its liquidation, will be made in the discretion of the General Partner, after consultation with the AIFM and, where applicable, any relevant Investment Advisor and/or Investment Manager. Any distributions shall be based on the provisions as set forth in the relevant Sub-Fund Specifications.

12. COSTS AND EXPENSES

Unless otherwise provided for in the relevant Sub-Fund Specifications, any costs and expenses incurred during the launch, operation or liquidation of the Fund and any of its Sub-Funds shall be allocated as follows:

12.1. Costs borne by the Fund and its Sub-Funds

12.1.1. Establishment costs

The expenses incurred by the Fund in relation to the launch of an additional Sub-Fund will be borne by and payable out of the assets of the relevant Sub-Fund.

12.1.2. Management fee

The General Partner (or any other entity as may be designated by the General Partner from time to time for such purpose) may be entitled to receive an annual management fee, the terms and conditions of which shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications.

12.1.3. Incentive fee

The General Partner (or any other entity as may be designated by the General Partner from time to time for such purpose) may be entitled to receive an annual incentive fee, the terms and conditions as well as the pay-out conditions of which shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications.

12.1.4. Carried interest

The General Partner (or any other entity as may be designated by the General Partner from time to time for such purpose) may be entitled to receive a carried interest, the terms and conditions of which shall be set forth in respect of each Sub-Fund in the relevant Sub-Fund Specifications.

12.1.5. Other fees

Other fees may be established by the General Partner for each Sub-Fund in the relevant Sub-Fund Specifications.

12.1.6. Transaction fees

Transaction fees such as acquisition, disposition, financing or other similar fees, if any, received in connection with the operation of a Sub-Fund or Class, if applicable will be paid to the relevant Sub-Fund or Class, if applicable after reimbursement of any related operating expenses incurred by any of the Sub-Fund's agents, unless otherwise provided in the relevant Sub-Fund Specifications.

12.2. Operational costs and expenses

Unless otherwise provided in the relevant Sub-Fund Specifications, each Sub-Fund and Class, if applicable shall pay all operational costs and expenses (other than already covered by the management fee referred to in 12.1.2 above) incurred for its own account, including:

- (a) transaction costs and expenses directly related to investments; provided, however, that the General Partner acting for a given Sub-Fund or Class, if applicable, will seek to require the payment by a prospective target of a transaction fee whenever appropriate and possible, which would be applied against these potential expenses;
- (b) costs and fees payable in relation to software or systems required to analyse and monitor investments and potential investments on an ongoing basis, if applicable;
- (c) accounting expenses, auditing fees, bank charges, legal fees, representation and publicity expenses, and other direct out-of-pocket costs; fees and expenses charged to the Fund and a given Sub-Fund or Class, if applicable by lawyers, auditors, accountants, brokers, finders and other professional advisers;
- (d) each Sub-Fund or Class, if applicable, will also bear the managerial fees and operational expenses attributable to its own investments, including, but

not limited to, incentive fees and carried interest for the managers of those investments, if any;

- (e) regulatory expenses payable by the Fund or any Sub-Fund;
- (f) taxes payable by the Fund, if any;
- (g) the costs of any listing application as well as the costs incurred with the ongoing listing of any of the Shares of the Fund or any Sub-Fund or Class thereof;
- (h) the fees of the Central Administrator, Depositary and Paying Agent and other agents appointed by the General Partner; whereby the fees and expenses of the Central Administrator, Depositary and Payment Agent shall be in accordance with usual practice in Luxembourg, such fees being based on the net assets of each Sub-Fund.
- (i) the cost of reasonable fees related to the members of the board of managers of the General Partner per person per year; as well as the costs of reasonable travel, accommodation and out of pocket expenses incurred by the members of the board of managers of the General Partner;
- (j) the costs of reasonable directors' and officers' liability insurance on behalf of the members of the board of managers of the General Partner, of the AIFM, of any Investment Manager and/or Investment Advisor and their respective key officers and employees;
- (k) the costs incurred in connection with any litigation, arbitration or other proceedings in relation to the Fund or the Sub-Funds;
- (l) the costs of meetings of any investment or advisory committees and reimbursements of reasonable costs incurred by the members of these committees, as well as the costs relating to the convening and holding of Shareholders' meetings (including reasonable travel, accommodation and out of pocket expenses); and
- (m) the costs and fees of termination, liquidation or winding up of a Sub-Fund launched after 8 July 2016, such fees being paid out of the assets of the

relevant Sub-Fund (for the avoidance of doubt, the General Partner, the AIFM or the Investment Manager may charge a fee subject to the complexity and work involved in terminating, liquidating, winding up and ceasing the operation of the Sub-Fund, in addition to termination fees payable to external service providers).

Each Sub-Fund and Class, if applicable shall thus pay for the costs and expenses directly attributable to it including any value added taxes. Costs and expenses which cannot be allotted to one specific Sub-Fund will be charged to the different Sub-Funds in equal parts or, as far as it is justified by the amounts concerned, proportional to their respective net assets.

12.3. Costs borne by the General Partner

Unless otherwise foreseen in the relevant Sub-Fund Specifications, the following operating expenses will be borne by the General Partner out of the management fee referred to in 12.1.2 above:

- (a) salaries of the employees of the General Partner and its affiliates (if any);
- (b) investment management and/or investment advisory fees;
- (c) office costs; and
- (d) secretarial, administration, accounting and other advisory expenses of the General Partner and its affiliates (if any).

13. **TAXATION IN LUXEMBOURG**

This section is a short summary of certain important Luxembourg tax considerations in relation to the Fund and it is based on laws and regulations in force and applied in Luxembourg at the date of the Private Placement Memorandum and as interpreted by the Luxembourg courts at the date of the Private Placement Memorandum. Such laws and regulations may change after the date of the Private Placement Memorandum, possibly with retroactive effect.

This section does not purport to be a complete summary of tax law currently applicable in Luxembourg and does not contain any statement with respect to the tax treatment of an investment in the Fund in any other jurisdiction. Furthermore, this section does not address the taxation of the Fund in any other jurisdiction or the taxation of any subsidiaries, Funds or intermediate companies of the Fund or of any investment structure in which the Fund holds an interest in any jurisdiction.

Please be aware that the residency concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, a reference to Luxembourg income tax

generally encompasses Corporate Income Tax (*impôt sur le revenu des collectivités*), Municipal Business Tax (*impôt commercial communal*), a Solidarity Surcharge (*contribution au fonds pour l'emploi*) computed on Corporate Income Tax, as well as Personal Income Tax (*impôt sur le revenu*). Investors may further be subject to Net Wealth Tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate Income Tax, Municipal Business Tax as well as the Solidarity Surcharge invariably apply to most corporate taxpayers who are residents of Luxembourg for tax purposes. Individual taxpayers are generally subject to Personal Income Tax and the Solidarity Surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, Municipal Business Tax may apply as well.

Prospective investors should note that the implementation of the Base Erosion and Profit Shifting (**BEPS**) initiative of the Organisation for Economic Co-operation and Development (**OECD**) and the G20 and the EU Anti-Tax Avoidance Directives (**ATAD I & II**) in Luxembourg and other EU member states may lead to changes to the tax considerations described herein, notably as administrative practice and case law evolve to also take these rules into account. New rules under BEPS and ATAD I & II have already started being introduced and deal amongst others with the operation of double tax treaties, the definition of permanent establishments, interest deductibility and preventing potential tax benefits from using hybrid instruments and hybrid entities.

Furthermore, as part of the BEPS project, Luxembourg has signed (together with more than 100 jurisdictions) the so-called multilateral instrument (**MLI**) that will transpose anti-BEPS measures into the treaties Luxembourg has concluded. The MLI notably introduces a “principal purpose test” denying tax treaty benefits to companies when obtaining such benefits is “one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in” these benefits, unless granting these benefits under the given circumstances would be “in accordance with the object and purpose of the relevant provisions” of the tax treaty. Whether a Luxembourg entity relying on tax treaty benefits can be construed as being part of such type of arrangement will predominantly depend on source state views.

In addition, Council Directive (EU) 2018/822 (**DAC 6**) imposes mandatory disclosure requirements on intermediaries and taxpayers in respect of reportable cross-border tax planning arrangements that have been implemented as from 25 June 2018. Subject to the implementation of DAC 6 in Luxembourg, the General Partner or the AIFM, Investors, or any person that has advised or assisted could be legally obliged to file information on the present transaction with the competent authorities with a view to an automatic exchange of such information with other EU member states.

Also, on 22 December 2021, the European Commission issued a proposal for a Council Directive laying down rules to prevent the misuse of shell entities for tax purposes within the EU (the **Unshell Proposal**). There is considerable uncertainty surrounding the development of the proposal and its implementation. The Unshell Proposal does not target the Fund itself, being an alternative investment fund managed by an AIFM as defined in article 4(1), point (b), of Directive 2011/61/EU. Depending on the investments to be made, the Fund could (indirectly) be exposed to additional reporting and disclosure obligations

(which may require the Fund or its subsidiaries to share information concerning investors with applicable taxing or other governmental authorities) as well as information on substance indicators. Moreover, the entitlement to double tax relief and related benefits under international tax agreements could be denied as a result of the Unshell Proposal. This could (indirectly) affect the performance of the Fund. In addition, while the Unshell Proposal of December 2021 addresses the situation inside the EU, the European Commission indicated its intention to present a new initiative to respond to the challenges linked to non-EU shell entities. Such initiative may also (indirectly) impact the Fund.

Further to the BEPS initiative, and in particular the report on BEPS Action 1 ('Addressing the Tax Challenges of the Digital Economy'), the OECD published a report on 31 May 2019 entitled 'Programme of Work to Develop a Consensus Solution to the Tax Challenges Arising from the Digitalisation of the Economy' (as updated on several occasions and most recently on 8 October 2021 by the 'Statement on a Two-Pillar Solution to Address the Tax Challenges Arising from the Digitalisation of the Economy'), which proposes fundamental changes to the international tax system. The proposals (commonly now also referred to as "BEPS 2.0") are based on two "pillars", involving the reallocation of taxing rights (**Pillar One**), and a new global minimum corporate tax rate (**Pillar Two**).

Under Pillar One, "multinational enterprises" (**MNEs**) with an annual global turnover of (initially) at least EUR 20 billion would become subject to rules allocating 25% of profits in excess of a 10% profit margin to the jurisdictions within which they carry on business (subject to threshold rules). MNEs carrying on specific low-risk activities are excluded, including "regulated financial services" (yet to be defined). Pillar Two imposes a minimum effective tax rate of 15% on MNEs that have consolidated revenues of at least EUR 750 million in at least two out of the last four years (i.e., broadly those MNEs which are required to undertake country by country reporting). Pillar Two introduces two related tax measures (the **GloBE rules**): the income inclusion rule (**IIR**) imposes a top up tax on a parent entity where a constituent entity of the MNE group has low taxed income while the undertaxed profits rule (**UTPR**) applies as a backstop rule to allow group members to get a share of top-up tax on the profits of low-taxed constituent entities of the MNE group if the low-taxed constituent entity's income is not taxed under a qualifying IIR. Additionally, a subject to tax rule will permit source jurisdictions to impose limited withholding taxes on low taxed related party payments, which will be creditable against the GloBE rules tax liability. Specified classes of entities which are typically exempt from tax are outside the scope of Pillar Two, including investment funds and real estate investment vehicles (as respectively defined) when they are the ultimate parent entity of the MNE group (and certain intermediary investment vehicles held by such entities). Because of the absence of total carve-out for investment funds, Pillar Two may nonetheless affect investment funds and/or intermediary investment vehicles in certain fact patterns if the abovementioned EUR 750 million threshold of consolidated revenues is met.

The implementation of Pillar Two is currently scheduled for 2024 in several large jurisdictions, with the UTPR coming into effect possibly in 2025 (the exact timeline depends on the jurisdictions implementing the proposed rules); the schedule for Pillar One has become more uncertain. On 20 December 2021, the OECD released Pillar Two model rules providing a template for jurisdictions to translate the GloBE rules into domestic law and an

initial commentary in March 2022. Further guidance has been and will continue being published by the OECD on specific items, and a template multilateral convention to implement the subject-to-tax rule is also due to be released in 2023. In the EU, member states have adopted a directive on the GloBE Rules in December 2022, which is largely inspired from the OECD model rules albeit deviates from them on certain aspects. The directive must be implemented in national law in the course of 2023, so that the IIR applies in tax years starting on or after 31 December 2023. The UTPR is due to start applying one year later. There are specific situations in which a further delay may apply in certain member states. Countries may also decide to implement domestic minimum top-up taxes in reaction to Pillar Two. Subject to or, as the case may be, as part of the development and implementation of both Pillar One and Pillar Two (including the related EU directive and the details of any domestic legislation, double taxation treaty amendments and multilateral agreements which are necessary to implement them), effective tax rates could increase within the fund structure or on its investments, including by way of higher levels of tax being imposed than is currently the case, possible denial of deductions or increased withholding taxes and/or profits being allocated differently and/or penalties could be due. This could adversely affect investor returns.

Prospective investors are advised to consult their own professional tax advisers in respect of the possible tax consequences of subscribing for, buying, holding, redeeming, converting or selling Shares in the Fund under the laws of their country of citizenship, residence, domicile or incorporation.

13.1. Tax Treatment of the Fund.

The Fund is not liable for any Luxembourg Corporate Income Tax (*impôt sur le revenu des collectivités*), Municipal Business Tax (*impôt commercial communal*) and Net Wealth Tax (*impôt sur la fortune*). The Fund is, however, liable in Luxembourg to an annual subscription tax (*taxe d'abonnement*) which is levied at the rate of one-hundredth of a percent (0.01%). The subscription tax is computed on the aggregated net assets of the Fund valued on the last day of each relevant calendar quarter and is payable quarterly. The value of assets represented by Shares, units or any other form of interest held in SIFs or certain other undertakings for collective investment is exempt from subscription, provided such assets have already been subject to this tax. Other exemptions may apply.

The Fund is liable for a fixed subscription duty of seventy five Euro (EUR 75) that becomes due upon recording the incorporation of the Fund in a notarial deed. An initial lump sum tax amounting to EUR 5,000 (*taxe forfaitaire unique*) has been levied by the CSSF upon implementation of the Fund. Depending on the number of Sub-Funds, a yearly EUR 8,000 to EUR 35,000 lump sum tax shall be paid by the Fund to the CSSF.

The Fund may not be entitled to claim benefits under a treaty for the avoidance of double taxation entered into between Luxembourg and other jurisdictions.

13.2. Withholding tax on distributions by the Fund

Income distributed by the Fund to its Shareholders should not be subject to Luxembourg withholding tax.

13.3. Taxation of resident Shareholders

Luxembourg resident Shareholders may be subject to Luxembourg (Corporate) Income Tax, Municipal Business Tax and/or Net Wealth Tax in relation to their Shares in the Fund under the tax provisions applicable to their individual tax status.

13.4. Taxation of non-resident Shareholders

Non-resident Shareholders in the Fund should not be liable to any taxation in Luxembourg by way of assessment or deduction at source in relation to obtaining, holding, redeeming, converting or alienating their Interest in the Fund unless they hold their Shares through a Luxembourg permanent establishment or permanent representative.

13.5. Gift tax

No Luxembourg gift tax should be due unless a gift of Shares is made pursuant to a deed signed before a Luxembourg notary or if such gift is registered in Luxembourg.

13.6. FATCA

The Foreign Account Tax Compliance Act (**FATCA**) was enacted into U.S. law in March 2010. FATCA aims at reducing tax evasion by U.S. citizens and requires certain “foreign financial institutions,” as defined under FATCA, outside the US (**FFIs**) to provide information about financial accounts held, directly or indirectly, by specified U.S. persons to the U.S. Internal Revenue Service (the **IRS**) on an annual basis. A 30% withholding tax and/or penalties are imposed on certain U.S. sourced income of any FFI that fails to comply with this requirement (the **FATCA Withholding**). To implement FATCA in Luxembourg, Luxembourg entered into a so-called Model 1 Intergovernmental Agreement (the **Luxembourg IGA**) with the United States, and a Private Placement Memorandum of understanding in respect thereof, on 28 March 2014. The Luxembourg IGA was implemented in Luxembourg domestic law by the law of 24 July 2015 (the **Luxembourg FATCA Law**). Luxembourg FFIs that comply with the requirements of the Luxembourg IGA will not be subject to FATCA Withholding. Under the Luxembourg IGA, Luxembourg FFIs are required to perform certain necessary due diligence and monitoring of investors and to report to the Luxembourg tax authorities on an annual basis information about financial accounts held by (a) specified U.S. investors, (b) certain U.S. controlled entity investors and (c) non-U.S. financial institution investors that do not comply with FATCA. Under the Luxembourg IGA, such information will subsequently be remitted by the Luxembourg tax authorities to the IRS. The Fund is registered with the IRS and has obtained a Global Intermediary Identification Number (**GIIN**). No assurance can be given that the Fund will be able to comply with the requirements under FATCA and the Luxembourg IGA and, in the event that it is not able to do so, the Fund could be exposed to fines which may reduce the amounts available to it to make payments to its Shareholders. Under the Fund Documents, Shareholders are required to provide information to the Fund for it to comply with its

reporting obligations under the Luxembourg IGA. To ensure compliance with the Luxembourg IGA and the Luxembourg FATCA Law in accordance with the foregoing, the Fund may:

- (a) request information or documentation, including self-certification forms, a global intermediary identification number (if applicable), or any other valid evidence of an investor's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such investor's FATCA status;
- (b) report information concerning a Shareholder and his account holding in the Fund to the Luxembourg tax authorities if such account is deemed a U.S. reportable account under the Luxembourg IGA; and
- (c) report information to the Luxembourg tax authorities concerning payments to account holders with the FATCA status of non-participating foreign financial institution.

Shareholders should contact their own tax advisers regarding the application of FATCA and the Luxembourg IGA to their particular circumstances and their investment in the Fund.

13.7. Common Reporting Standard

The OECD has developed a global standard for the automatic exchange of financial information between tax authorities (the **CRS**). Luxembourg is a signatory jurisdiction to the CRS and exchanges information with tax authorities of other signatory jurisdictions accordingly. The CRS has been implemented in Luxembourg via the law dated 18 December 2015 concerning the automatic exchange of information on financial accounts and tax matters and implementing the EU Directive 2014/107/EU (the **CRS Law**). The CRS-related regulations may impose obligations on the Fund and Shareholders if the Fund is considered a Reporting Financial Institution (e.g. an Investment Entity) under the CRS, so that the latter could be required to conduct due diligence and obtain (among other things) confirmation of the tax residency, tax identification number and CRS classification of Shareholders in order to fulfill its own legal obligations. Further, the Fund may be required to share such information with the Luxembourg tax authorities, which will remit such information to the competent foreign tax authorities. No assurance can be given that the Fund will be able to comply with the CRS Law and, in the event that the Fund is not able to do so, it could be exposed to fines which may reduce the amounts available to it to make payments to the Shareholders. Under the Fund Documents, Shareholders will be required to provide certain information to the Fund for it to comply with the reporting obligations under the CRS Law. To ensure compliance with the CRS Law in accordance with the foregoing, the Fund may:

- (a) request information or documentation, including self-certification forms, a tax identification number (if applicable) or any other relevant information in order to ascertain a Shareholder's status; and

- (b) report information concerning a Shareholder and its account holding in the Fund to the Luxembourg tax authorities if such Shareholder is a reportable accountholder under the CRS Law.

Shareholders should contact their own tax advisers regarding the application of the CRS Law to their particular circumstances and their investment in the Fund.

13.8. Luxembourg value added tax

Under the current VAT administrative practice, the Fund, being an AIF as defined in the 2013 Law, will qualify as a 'taxable person' for VAT purposes.

Services qualifying as fund management services should be exempt from Luxembourg VAT when supplied to the Fund or its Sub-Funds. Such services should therefore not trigger the application of Luxembourg VAT. Other services will generally be subject to Luxembourg VAT (17%; 16% in 2023), either directly (when invoiced by or reimbursed to a Luxembourg based entity) or indirectly (when invoiced by or reimbursed to a non-Luxembourg entity). This may notably be the case for expenses reimbursed to different entities. The carried interest payment should not, in principle, trigger application of VAT, to the extent the carry vehicle does not provide any services to the Fund or its Sub-Funds.

It is not expected that the Fund be in a position to recover input VAT, which should therefore constitute a final cost for the Fund and, ultimately, for the investors. No VAT liability arises in principle in Luxembourg in respect of any payments by the Fund to its Shareholders, to the extent such payments are linked to their subscription to their Interest and do not constitute the consideration received for taxable services supplied.

14. CERTAIN SHAREHOLDER MATTERS

14.1. Meetings, reports and financial year

The general meeting of Shareholders is held every year at the Fund's registered office or at any other address in Luxembourg stipulated in the convening notice.

The annual general meeting of Shareholders shall be held on 8 May of each year at 11:00 am (Luxembourg time) and for the first time in 2012. If this date is not a Business Day, the annual general meeting shall be held on the next following Business Day.

Except as otherwise provided for by Luxembourg law and regulations or the Articles, notices of all general meetings will be sent by registered mail to all registered Shareholders, to their address indicated in the register of Shareholders, at least 8 (eight) days before the general meeting.

These notices shall indicate the time and place of the general meeting, the admission conditions, the agenda and the Luxembourg legal quorum and majority requirements. Each Shareholder may participate in the meetings of Shareholders by appointing in writing, via a cable, telegram or telefax, another person as his proxy. The Shareholders of a specified Sub-Fund or Class may, at any time, hold general meetings with the aim to deliberate on a subject which concerns only their Sub-Fund or Class (as the case may be).

At general meetings, each Shareholder has the right to 1 (one) vote for each whole Share held.

In the case of a joint holding, only the first named Shareholder may vote.

Unless otherwise stipulated by Luxembourg laws and regulations or in the Articles, the decisions of the general meeting of the Fund or of a specified Sub-Fund (as the case may be) will be reached by a simple majority vote of the Shareholders present or represented, it being understood that any resolution shall validly be adopted only with the approval of the General Partner.

The general meeting of Shareholders shall adopt and ratify measures affecting the interests of the Fund vis-à-vis third parties or amending the Articles with the approval of the General Partner only.

The financial year of the Fund begins each year on 1 January and ends on 31 December of the same year, with the exception of the first financial year, which has begun on the date of the Fund's incorporation and has terminated on 31 December 2011.

If the General Partner decides to prepare combined accounts, such accounts of the Fund will be expressed in EUR. For this purpose, all figures expressed in a currency other than the EUR will be converted into EUR at the applicable rate of exchange on the relevant day.

As required by the 2007 Law, the Fund will publish an annual report drawn up as at the end of the Fund's financial year, being 31 December of each year, which will be available to Shareholders at the registered office of the Fund no later than 6 (six) months after the end of the financial year of the Fund.

The annual report includes a Statement of Comprehensive Income, Statement of Financial Position, Statement of Changes in net assets attributable to Shareholders, Statement of Cashflows and a summary of significant accounting policies and other significant information.

The financial information of the Fund shall be prepared in accordance with IFRS, provided that the General Partner may decide to use different accounting methods in respect of any Sub-Fund, as set forth in the relevant Sub-Fund Specifications. In particular, monthly reporting and dealing in Shares in certain Sub-Funds may be based on Luxembourg GAAP and valuations conducted on the basis of Luxembourg GAAP.

The General Partner may establish such further reports as determined in respect of a given Sub-Fund as set forth in the relevant Sub-Fund Specifications.

14.2. Term and liquidation of the Fund and of Sub-Funds

The Fund has been set up for an unlimited term and shall end with the dissolution and liquidation of its last Sub-Fund.

Each Sub-Fund may be created for an undetermined period or for a fixed period as provided for in the relevant Sub-Fund Specifications. Sub-Funds created for a fixed period will terminate automatically on the expiration date (if any) provided for in the relevant Sub-Fund Specifications.

The General Partner, after consultation with the AIFM and/or, where applicable, with the Investment Manager and/or Investment Advisor of the relevant Sub-Fund, may decide to liquidate a Sub-Fund if its net assets have decreased to, or have not reached, an amount determined by the General Partner to be the minimum level for such Sub-Fund to be operated in an economically efficient manner or if a change in circumstances relating to the Sub-Fund concerned would justify such liquidation.

Shareholders of the relevant Sub-Fund will be notified by the General Partner of any decision to liquidate the relevant Sub-Fund prior to the effective date of the liquidation and the notice will indicate the reasons for, and the procedures applicable to the liquidation.

Unless otherwise provided for in the relevant Sub-Fund Specifications, the Shareholders of the Sub-Fund concerned may request the redemption of their Shares, in accordance with the terms contained in the relevant Sub-Fund Specifications, upon or prior to the liquidation by application of the applicable liquidation NAV as determined by the General Partner. Assets which cannot be distributed to their beneficiaries upon the close of liquidation of the Sub-Fund concerned will be deposited with the Depositary for a period of 6 (six) months after the end of the liquidation. After such time, the assets will be deposited with the *Caisse des Consignations* on behalf of their beneficiaries.

In addition to the above, should the capital of the Fund fall below 2/3 (two thirds) of the minimum capital, an extraordinary general meeting of Shareholders must be convened to consider the dissolution of the Fund. Any decision to liquidate the Fund must be taken by a majority of the Shares present or represented at the meeting.

Where the capital falls below 1/4 (one quarter) of the minimum capital, the General Partner must convene an extraordinary general meeting of Shareholders to decide upon the liquidation of the Fund. At that meeting, the decision to liquidate the Fund may be taken by Shareholders holding together one quarter of the Shares present or represented.

As soon as the decision to liquidate or wind the Fund up is taken, the issue of Shares in all Sub-Funds and Classes is prohibited and any issuance of Shares in contradiction with this prohibition shall be deemed null and void.

14.3. Amalgamation and Transfer of the assets and liabilities of a Sub-Fund with/to another collective investment vehicle

Unless otherwise provided for in the relevant Sub-Fund Specifications, the General Partner may, upon consultation with the AIFM and, where applicable, the relevant Investment Manager and/or Investment Advisor decide to terminate one Sub-Fund by contributing its assets and liabilities into another existing or new Sub-Fund or into another existing or new collective investment scheme or an assimilated entity. The contribution of the assets and liabilities of a Sub-Fund into another existing or new Sub-Fund of the Fund or into another existing or new collective investment vehicle or an assimilated entity may only occur after payment of all the applicable fees and with the consent of a majority of the Shareholders affected.

The General Partner may also organise the amalgamation of 2 (two) or more Sub-Funds into an existing or a new Sub-Fund on the same conditions.

The General Partner may also organise the amalgamation of 2 (two) or more Classes of Shares within a Sub-Fund.

Shareholders will be notified of any such decision as well as the relevant information in relation to the new Sub-Fund, the new collective investment scheme or assimilated entity or the new Class of Shares. Notice will be provided at least 1 (one) month before the amalgamation in order to enable Shareholders who hold redeemable Shares to request that their Shares be redeemed in accordance with the terms contained in the relevant Sub-Fund Specifications before the amalgamation is completed.

14.4. Consolidation/splitting of Shares

The General Partner may decide to consolidate Shares of different Classes within a Sub-Fund or to split the Shares within a given Class of a Sub-Fund.

15. INFORMATION AVAILABLE

Copies of the Articles, this Private Placement Memorandum, the relevant Sub-Fund Specifications, the Depositary Agreement, Registrar and Transfer Agent Agreement, Central Administration Agreement, AIFMD Investment Management Agreement, the latest financial reports as well as any further documents and/or reports in respect of any Sub-Fund, including any other information, to the extent it is not included in this Private Placement Memorandum, but which is to be provided to Investors, particularly pursuant to Article 23 of the AIFMD respectively Article 21 of the 2013 Law, before they invest in the Fund, shall be mailed to Shareholders upon their request and may be obtained free of charge during office hours at the registered office of the Fund.

Shareholders may only receive communication of the Sub-Fund Specifications relating to any Sub-Fund in which they are investing.

In addition to the above, the Shareholders will receive the following information, in a clear

and presentable manner, from the AIFM:

- (a) a report setting out:
 - (i) the percentage of the Sub-Fund's assets which are subject to special arrangements;
 - (ii) any new arrangements for liquidity management as determined by the AIFM from time to time; and
 - (iii) the current risk profile of the Sub-Fund and the risk management systems employed by the AIFM in relation thereto,

(each, a **Risk Management Report**); and

- (b) where applicable in relation to a Sub-Fund, a report setting out:
 - (i) any changes to the leverage limit employed in respect of the Sub-Fund;
 - (ii) any changes to the re-use of collateral or any guarantee granted under current leverage arrangements entered into by the Sub-Fund; and
 - (iii) total leverage employed by the Sub-Fund,

(the **Leverage Report**).

Shareholders shall receive the Risk Management Report at least at the same time as the publication of the Annual Report and at such times as any new arrangements are entered into pursuant to paragraph (a)(ii). The Leverage Report shall be periodically disclosed to Shareholders of the relevant Sub-Fund and on no less than an annual basis.

To the extent required by the AIFMD Rules, the AIFM will inform Shareholders of the latest Net Asset Value per Share of each Sub-Fund and Class, if applicable, and the historical performance of the Sub-Fund on a regular basis and such information will subsequently be available to Shareholders upon request.

On occasion, the General Partner and the AIFM may be requested to disclose information of a particular form or in a particular format to one or more investors as result of their legal, regulatory, or structural requirements. In such instances the General Partner and the AIFM will make all reasonable efforts to ensure the same level of information is available to all investors.

Claims of Shareholders against the Fund lapse 5 (five) years after the date of the event giving rise to the rights invoked.

English shall be the governing language for this Private Placement Memorandum.

16. **AMENDMENTS**

The General Partner shall be authorised to amend this Private Placement Memorandum in order to:

- (a) reflect a change in the name of the Fund or a given Sub-Fund;
- (b) make any change that is necessary or desirable to cure any ambiguity or to correct or supplement any provision of this Private Placement Memorandum that would otherwise be inconsistent with the Articles;
- (c) make a change that is necessary or desirable to satisfy any applicable requirements, conditions or guidelines contained in any opinion, directive, order, statute, rule or regulation of any governmental entity so long as the change is made in a manner which minimises any adverse effect on Shareholders; or
- (d) any other amendment that in the opinion of the General Partner may be necessary or desirable;

provided that in each case the amendment does not adversely affect Shareholders in a material respect, that the Shareholders are duly informed of any such amendments and that such amendments are approved by the CSSF.

No amendment, which increases an Investor's commitment (if any), modifies the profit allocation rules or decreases the level of approval of Shareholders required to make such amendments may be made without the unanimous approval of all the Shareholders entitled to vote.

17. CONFLICTS OF INTEREST

No contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that any 1 (one) or more of the managers, directors or officers of the General Partner is interested in, or is a director, associate, officer or employee of such other company or firm. Any manager, director or officer of the General Partner who serves as a manager, director, officer or employee of any company or firm, with which the Fund shall contract or otherwise engage in business shall, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

In the event that any manager, director or officer of the General Partner may have in any transaction of the Fund an interest different to the interests of the Fund, such manager, director or officer shall make known to the General Partner such conflict of interest and shall not consider or vote on any such transaction and such transaction, and such manager's, director's or officer's interest therein shall be reported to the next succeeding meeting of Shareholders.

The term conflict of interests, as used in the preceding paragraph, shall not include any relationship with or interest in any matter, position or transaction involving the AIFM, an Investment Manager an Investment Advisor, the Depositary, the Central Administrator, the distributors or any other person, company or entity as may from time to time be determined by the General Partner on its discretion.

Mr. Heijman is also a director of Privium Fund Management B.V., which has been appointed as AIFM to the Fund and may act as Investment Manager to one or more Sub-Funds.

18. RISK FACTORS

Prospective Investors should consider the following risk factors before investing in the Fund. Prospective Investors should also inform themselves of, and where appropriate consult their professional advisors, as to the tax consequences of applying for, buying, holding, exchanging, redeeming or otherwise disposing of Shares under the law of their country of residence or domicile. This information is not intended to be an exhaustive listing of all potential risks associated with an investment in the Fund's Shares.

18.1. General

The Fund must be considered as suitable only for Investors accepting a certain level of risk and aware that there is no assurance that the Fund's objectives will be achieved or that there will be any return of capital.

Prospective Investors should consider carefully the following risk factors applicable to the Fund and relating particularly to the opportunistic investment strategy of the Fund prior to making any commitment.

Investment in the Fund should be considered only by sophisticated Investors who are willing and able to assume the risk of loss and degree of illiquidity involved by the type of investment made by the Fund.

18.2. Risk specific to investing in opportunistic funds

18.2.1. General business risk

In this section 18 a reference to the Fund includes a reference to each of the Sub-Funds or the investments as the case may be. An investment in the Fund involves certain risk factors and considerations relating to the Fund's structure and investment objective which Prospective Investors should evaluate before making a decision to subscribe for Shares. No assurance can be given that the Fund will succeed in meeting its investment objective or that there will be any return on capital. Moreover, past performance is not a guarantee of future results.

Before making any investment decision with respect to the Shares, any prospective Investors should consult their professional advisors and carefully review and consider such an investment decision in light of the risk factors included below in this section 18. The following is a brief description of certain factors, which should be considered along with other matters discussed elsewhere in this Private Placement Memorandum. The following does not purport to be a comprehensive summary of all the risks associated with an investment in the Shares or the Fund generally. Rather, the following are only certain

particular risks to which the Fund is subject and that the Fund wishes to encourage prospective Investors to discuss in detail with their professional advisors.

An investment in the Fund requires a long term commitment and there can be no assurance that the Fund will achieve its investment objective or that the Investors will receive any return or the return of their invested capital.

18.2.2. Third-party involvement

The Fund may in some situations co-invest with third parties through joint ventures or other entities. Such investments could involve additional risk in the event that a joint venture partner has economic or business interests that are inconsistent with those of the Fund. In addition, in certain circumstances the Fund could be liable for actions of its joint venture partners.

18.3. Unspecified investments

This offer is a non-specified asset offering and the Investors will not have the opportunity to evaluate specific investments prior to an investment therein. There can be no assurance that the Fund will be able to locate and acquire investments that meets its objectives. Investors must rely on the ability of the Fund to identify, structure and implement investments in accordance with the Fund's investment objectives.

18.4. Lack of publicly available information regarding investments

The investments made by the Fund may be offered on a private placement basis, and unlike more regulated mutual funds registered for distribution to the public, are subject to limited regulatory, disclosure and reporting requirements. Accordingly, only a relatively small amount of publicly available information about such investments, their holding and their performance may be available.

18.5. Liquidity of investments

Although the Fund may, on occasion, acquire securities that trade publicly or that are issued by companies that have another class of securities that trade publicly, it is unlikely that there will be a public market for many of the investments held by the Fund. The types of investments held by the Fund may be such that they require a substantial length of time to liquidate.

18.6. Restrictions on transfer of Shares

Investors will not have the right to transfer their Shares to other Well-Informed Investors, except as set out in this Private Placement Memorandum and the relevant Sub-Fund Specifications, and, notwithstanding the fact that certain Shares of certain Classes in certain Sub-Funds may be listed on the Luxembourg Stock Exchange and traded on the EU Regulated market and/or the Euro MTF market, it is not expected that a significant market will develop for the Shares. For these reasons, Investors will be required to bear the financial

risks of their investment for the entire term of the Sub-Fund or until such Shares may be redeemed in accordance with the terms contained in the relevant Sub-Fund Specifications (if at all).

18.7. Reliance on AIFM, Investment Advisor(s) and Investment Manager(s)

The AIFM has been appointed by the General Partner to provide certain delegated investment advisory and investment management services in respect of the Sub-Funds in accordance with the AIFMD Investment Management Agreement. The AIFM may in turn appoint Investment Managers and/or Investment Advisors to whom it may delegate the portfolio management in respect of certain Sub-Funds and/or part or all of the other services it carries out in respect of the Fund and the Sub-Funds. Thus, the Fund's success or a Sub-Fund's success may, where applicable, depend largely on the services of the AIFM and, where applicable, the Investment Advisors and/or Investment Managers, and their respective officers, employees and agents, and, in part, on the continuing ability of the AIFM and, where applicable, the Investment Advisors and/or Investment Managers to hire and retain knowledgeable personnel. There can be no assurance that the AIFM or the Investment Advisors and/or Investment Managers will be able to implement successfully the strategies that the Sub-Funds intend to pursue.

18.8. Currency risk

The Fund's investments may be in various currencies at the level of each Sub-Fund, and the Fund will maintain its books and intends to pay distributions each time in accordance with the relevant Sub-Fund Specifications. Thus, investments and Investors may be subject to fluctuations in currency exchange rates between the Euro and their national currencies.

If the Fund does not hedge the currency risks, the NAV per Share can be impacted negatively. Vice versa, the NAV per Share can be supported if those other currencies gain in value with respect to the relevant Sub-Fund's reference currency. Even if the Fund hedges currency risk, the hedging may not be entirely successful or the whole of the currency risk may not be hedged.

18.9. Distributions

The Fund may depend on payments it receives from the investments in order to make distributions to Shareholders. The timing and the ability of the investments to make payments may be limited by applicable laws and regulations.

18.10. Lack of diversification

Each Sub-Fund will seek to create a portfolio of assets that are diversified by geographic location, manager, investment strategy and time horizon in order to achieve a high level of risk diversification. However, subject to the investment limitations, investments may be weighted to certain investment types and in certain geographic markets and there can be

no guarantees as to the diversification of the Funds' assets. Events that impact a specific investment may have an impact on the Fund's performance.

18.11. Investments in partnerships and other entities

The Fund may make investments in closed-ended entities and may enter into closed partnerships or joint ventures with any person, in accordance with the terms (if any) contained in the relevant Sub-Fund Specifications. The Fund will thus invest in illiquid assets. Such investments may involve risks not present in direct investment, including for example, the possibility that a partner of the partnership might become bankrupt, or may at any time have economic or business interests or goals that are inconsistent with those of the Fund, or that such partners may be in a position to take action contrary to the Fund's investment objective. In addition, the Fund may be liable for actions of its partners. While the Fund, the AIFM, the Investment Manager(s), the Investment Advisor(s) and their appointed agents will take all reasonable steps to review the qualifications and previous experience of any proposed partners, it does not expect in all cases to obtain financial information from, or to undertake private investigations with respect to, prospective partners.

18.12. Valuation and reporting

The General Partner will be entitled to rely on the information and valuation data provided by independent valuers which data may not always be provided in a timely manner and which may contain valuation errors. In such case, the General Partner may use the immediately prior NAV calculated on a Valuation Day adjusted to take into account its reasonable estimate of accruals of assets (income and capital) and liabilities should the information from independent valuers be delivered late or be obviously incomplete or inaccurate. As a result, such indicative NAV may not be accurate and may be revised on a subsequent Valuation Day.

18.13. Increased competition

The Fund will engage in a business which is competitive. The entry of competitors, or decline in the number or size of investments being offered may adversely affect the Fund's ability to achieve its investment objectives. While the General Partner believes that attractive investments of the type in which the Fund intends to invest are currently available, there can be no assurance that such investment opportunities will be available when the Fund commences operations or that then available investments will meet the Fund's investment objectives.

18.14. Taxation

An investment in the Fund involves a number of complex tax considerations. Changes in tax legislation (including possibly with retroactive effect) in any of the countries in which the Fund will have investments, or changes in tax treaties negotiated by those countries, could adversely affect the returns from the Fund to its Shareholders. No assurance can be given on the actual level of taxation suffered by the Fund. Shareholders should consult their own

tax advisors on the tax implications for them of investing, holding and disposing of Shares and receiving distributions in respect of Shares in the Fund.

The results of the Fund's activities may affect individual Partners differently, depending upon their individual financial and tax situations because, for instance, of the timing of a cash distribution or of an event of realisation of gain or loss and its characterisation as long-term or short-term gain or loss. The General Partner will endeavor to make decisions in the best interest of the Fund as a whole, but there can be no assurance that a result will not be more advantageous to some Limited Partners compared to other Limited Partners, or to the General Partner compared to any particular Limited Partner.

For any given year, the Fund may be unable to provide this information to the Shareholders prior to the due date for the filing of tax returns with respect to that year as a result of the Fund not receiving all of the necessary underlying information from underlying entities on a timely basis and Shareholders should be prepared to obtain any available extensions of the filing date for their income tax returns. Moreover, the tax information provided by the Fund to Shareholders may not be sufficient for Shareholders to complete all applicable tax returns.

18.15. AIFM Directive

On 21 July 2011 a Directive on Alternative Investment Fund Managers (the **AIFM Directive**) to regulate "managers of alternative investment funds" or "AIFM" (as these terms are defined in the AIFM Directive) came into force. Member states of the EU were required to implement the AIFM Directive into national legislation by 22 July 2013 with those in scope complying, subject to a transition period until 22 July 2014 in certain circumstances. If the Shares are marketed within the EU, the entity designated as the "AIFM" (Privium Fund Management B.V.) will be required to procure that the Fund complies with certain restrictions and/or meets certain conditions which may include, depending upon the structure adopted by the Fund and the marketing activities undertaken with respect to the Fund, restrictions and/or conditions as to their liquidity profile and redemption policy and use of leverage, transparency, the appointment of a depositary and disclosure obligations concerning the acquisition of major holdings and control of unlisted companies. Such restrictions and/or conditions are likely to increase the on-going costs borne, directly or indirectly, by the Fund.

The AIFM Directive regulates: (i) AIFMs based in the EU, such as Privium Fund Management B.V.; (ii) the management of any AIF established in the EU (irrespective of where an AIF's AIFM is based); and (iii) the marketing in the EU of the securities of any AIF, such as the Fund, whether conducted by an EU AIFM, a non-EU AIFM or a third party. To obtain authorization to manage or market the Fund in the EU, the AIFM is required to comply with numerous obligations in relation to its own operations and in relation to the AIFs that it manages, which may create significant compliance costs and burdens. Pursuant to the AIFM Directive, the AIFM is required to, among other things: (i) register as an AIFM with the AFM; (ii) comply with minimum capital requirements; (iii) where appropriate, comply with strict rules as to conduct of business, leverage, risk management, and reporting to regulators; and (iv) provide EU investors, the AFM and the regulators of the investors' EU

countries with the Fund's annual financial report and certain information about the Fund. Any regulatory changes arising from implementation of the AIFM Directive may increase the expenses of the Fund or the AIFM related to compliance therewith and may impair the ability of the AIFM to market Shares in the EU in the future. As a result, such regulatory changes may have a material adverse effect on the Fund's ability to achieve its investment objective.

In November 2021 the European Commission published its draft proposal to amend the AIFM Directive (**AIFMD II**). The proposal followed the publication of various communications by the ESMA in recent years. AIFMD II may potentially have a material adverse effect on the Fund's ability to achieve its investment objective.

18.16. Changes in applicable law

The Fund must comply with various legal requirements, including requirements imposed by the securities laws and companies laws in various jurisdictions, including Luxembourg. Should any of those laws change, the legal requirements to which the Fund and the Shareholders may be subject could differ materially from current requirements.

18.17. Compliance with data protection and privacy laws

The GDPR came into effect on 25 May 2018, replacing data protection laws in the European Union previously in effect. The GDPR seeks to harmonize national data protection laws across the European Union while, at the same time, modernizing the law to address new technological developments. The GDPR is automatically binding on entities processing personal data (data controllers or processors) in all member states of the European Union, without the need for national implementation. The GDPR notably has a greater extra-territorial reach and will have a significant impact on controllers and processors having an establishment in the European Union, which offer goods or services to data subjects in the European Union, or which monitor data subjects' behaviour within the European Union. The new regime imposes more stringent operational requirements on both data controllers and processors, and introduces significant penalties for non-compliance with fines of up to 4% of total annual worldwide turnover or €20 million (whichever is higher), depending on the type and severity of the breach.

Further legislative evolution in the field of privacy is expected. The current ePrivacy Directive, will also be repealed by the European Union Commission's Regulation on Privacy and Electronic Communications (the **ePrivacy Regulation**), which aims to reinforce trust and security in the digital single market by updating the legal framework on ePrivacy. The ePrivacy Regulation is in the process of being finalized and is due to come into force in the near future.

Compliance with current and future privacy, data protection and information security laws could significantly impact ongoing and planned privacy and information security related practices. This includes the collection, use, sharing, retention and safeguarding of personal data and some of the current and planned business activities of the Fund and the General Partner. A failure to comply with such laws could result in fines, sanctions or other penalties,

which could materially and adversely affect the operating results and overall business, as well as have an impact on reputation.

18.18. Professional secrecy requirements

The Fund has appointed Quintet Private Bank (Europe) S.A. as Depositary and Paying Agent and Apex Fund Services S.A. as Central Administrator. The Depositary and the Central Administrator are subject to professional secrecy requirements under the 1993 Law. The Depositary and the Central Administrator may outsource certain services to third parties and, in this context, may transfer certain Investors' personal and confidential data to such service providers. Investors in the Fund shall be informed of the outsourcing and transfer of their confidential data to third party service providers in accordance with article 41 (2bis) of the 1993 Law. Persons who have access to the information collected and transferred by the Depositary and the Central Administrator shall be subject by the law to a professional secrecy obligation or be bound by a confidentiality agreement.

18.19. European Market Infrastructure Regulation

European Union legislation imposes position limits on certain commodity transactions, and the European Market Infrastructure Regulation (**EMIR**) requires reporting of derivatives and various risk mitigation techniques to be applied to derivatives entered into by parties that are subject to EMIR. Certain entities, including private funds, may be required to clear certain derivatives and may be subject to initial and variation margin requirements with respect to their non-cleared derivatives, under EMIR and its subordinate legislation. These European Union regulatory changes have impacted or will impact, directly or indirectly, a broad range of counterparties, both outside and within the European Union, and are understood to have increased, and are expected to potentially increase, the cost of transacting derivatives for the Fund (particularly with banks and other dealers directly subject to such regulations).

18.20. Sustainability risks

The AIFM is subject to the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial sector (**SFDR**).

Sustainability risk in the context of the Fund is defined as the risk of a decrease in the value of an investment of the Fund due to an environmental, social or governance (ESG) related

event. Such an event may have a direct negative impact on the financials of the investment or a longer-term impact on the operations or earnings capacity of the investment.

The AIFM has identified multiple sustainability risks which may impact the value of its investments to a varying degree.

19. SELLING RESTRICTIONS

19.1 Alternative Investment Fund Managers Directive

Within the EU, the Fund may only be marketed to professional investors as defined in the AIFMD unless the Member State in question permits under the law of the Member State, that the Fund be sold to other categories of investors and that such investors encompass the following types of investors:

- (a) an investor who receives appraisal from an EU credit institution, a MiFID firm or a UCITS management company that the investor has the appropriate expertise, experience and knowledge to adequately understand the investment in the Fund; or
- (b) an investor who certifies that they are an informed investor by providing the following: confirmation (in writing) that the investor has such knowledge of and experience in financial and business matters as would enable the investor to properly evaluate the merits and risks of the prospective investment; or confirmation in writing that the investor's business involves, whether for its own account or the account of others, the management, acquisition or disposal of property of the same kind as the property of the Fund.

19.2. United States of America

There will be no public offering of Shares in the United States. The Shares will not be available to US Persons.

20. MAIN LEGAL IMPLICATIONS OF THE CONTRACTUAL RELATIONSHIP

The Articles and the Subscription Agreement shall be governed by the laws of the Grand Duchy of Luxembourg. The competent courts of the city of Luxembourg and its appellate courts shall have exclusive jurisdiction to settle any claims, actions or disputes arising out or in connection with the acquisition of Shares of the Fund pursuant to the Subscription Agreement and the Articles.

A final judgment obtained in a court of any member state of the European Union and which is enforceable in such member state will be recognized and enforced by the courts of the Grand Duchy of Luxembourg without re-trial or re-examination of the merits:

- (a) on the basis of and subject to the limitations imposed by Regulation (EU) No 1215/2012 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters of 12 December 2012 (as amended); and

- (b) subject to the limitations imposed by Regulation (EC) No 805/2004 creating a European Enforcement Order for Uncontested Claims of 21 April 2004 (as amended),
and the rules and regulations promulgated pursuant thereto.

Privium Selection Fund SCA SICAV-SIF

an investment company with variable capital
(*société d'investissement à capital variable - SICAV*)

organised as an umbrella specialised investment fund
(*fonds d'investissement spécialisé -SIF*)

in the form of a corporate partnership limited by shares
(*société en commandite par actions - SCA*)

(the **Fund**)

Privium Selection Fund SCA SICAV-SIF – Danum Ecosystem Fund

(the **Sub-Fund**)

SUPPLEMENT

TO THE PRIVATE PLACEMENT MEMORANDUM OF THE FUND

1. Name of the Sub-Fund

Privium Selection Fund SCA SICAV-SIF – Danum Ecosystem Fund (the **Sub-Fund**).

Privium Selection Fund SCA SICAV-SIF - Danum Ecosystem Fund is a Sub-fund of Privium Selection Fund SCA SICAV-SIF, an open-ended investment company with variable capital established as an umbrella fund, in which different Sub-funds may be created from time to time, with segregated liability between the Sub-funds.

The following Classes of Shares in this Sub-Fund are offered through these Sub-Fund Specifications:

- Class A EUR (**A Shares**);
- Class B EUR Seed (**B Shares**);
- Class C EUR Large subscription (**C Shares**).

The following table summarises some of the important characteristics of the relevant Classes:

Share Class	Minimum subscription and holding amount	Minimum subsequent subscription amount	Management fee	Fee Discount mechanism
A Shares	EUR 1,000,000	EUR 125,000	1.25%	No
B Shares	EUR 2,500,000	EUR 125,000	Up to 1.25%	Yes
C Shares	EUR10,000,000	EUR 125,000	1.00%	No

2. Definitions

Unless defined elsewhere in these Sub-Fund Specifications or unless the context indicates otherwise, capitalised words and expressions in these Sub-Fund Specifications have the meaning as described in the Private Placement Memorandum (as defined hereinafter).

A Shares	the Class A EUR Shares of the Sub-Fund which may be issued to Well-Informed Investors;
B Shares	the Class B EUR Seed Shares of the Sub-Fund which may exclusively be issued to Seed Investors during the Seed Investor Period.
C Shares	The Class C EUR Shares of the Sub-Fund which may be issued to Well-informed Investors with a minimum subscription amount of EUR 10,000,000.
Class Classes	or a class of Shares in issue or to be issued in this Sub-Fund;
Danum Portfolio Manager	Erwin Kooij, the portfolio manager within Privium Fund Management B.V. responsible for the day to day management of the Sub-Fund;

Eligibility Requirement	the requirement that an Investor or transferee qualifies as a Well-Informed Investor;
Fee Discount Mechanism	a mechanism that is introduced to allow Seed Investors to benefit from the growth in the Net Asset Value of the Sub-Fund as further described under Section 25 of these Sub-Fund Specifications;
Initial Issue Price	the price per Share applicable at the Initial Subscription Date in respect of the relevant Class of Shares and equal to EUR 1,000 (one thousand EUR) in respect of A Shares, EUR 1,000 (one thousand EUR) in respect of B Shares and EUR 1,000 (one thousand EUR) in respect of C Shares;
Initial Subscription Date	the earliest date after the Launch Date (or on the Launch Date) on which the General Partner (in its sole discretion) accepts subscriptions for Shares of the relevant Class in the Sub-Fund from Investors;
Initial Subscription Period	the period of time beginning on the Launch Date and ending on the Initial Subscription Date, during which the General Partner (in its sole discretion) accepts subscriptions for Shares in the Sub-Fund from Investors;
Issue Price	the fixed issue price determined by the General Partner;
Launch Date	the day on which the Sub-Fund was launched, being the day of 15 July 2015;
Person	an individual, a corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity, including but not limited to the AIFM;
Qualified Investor	has the meaning ascribed to it in article 10 § 3 of the Swiss Collective Investment Scheme Act and article 6 of the Swiss Collective Investment Scheme Ordinance;
Redemption Date	the last Business Day of each calendar month;
Reference Currency	the reference currency of the Sub-Fund, being the EUR;
Representative	as described under 17 “Marketing Restrictions” of these Sub-Fund Specifications;

SASB	means the Sustainability Accounting Standards Board. The International Sustainability Standards Board (ISSB) of the IFRS Foundation is responsible for the SASB Standards, These are standards to guide the disclosure of financially material sustainability information by companies to their investors;
Share	in respect of this Sub-Fund, any A Shares, B Shares, C Shares or any other share of a Class additionally issued by the General Partner as the case may be;
Seed Investor	means a Person designated by the General Partner on a list of Persons proposed by the AIFM or Investment Manager with the consent of the General Partner who qualifies as Well-Informed Investors and subscribes for B Shares exclusively within the Seed Investors Period;
Seed Investors Period	means a period starting from the Initial Subscription Date and ending upon the earlier of (i) the subscription by Seed Investors of the B Shares for a maximum aggregate amount of EUR 20,000,000 or (ii) the last Business Day of December 2024.
Subscription Date	the first Business Day of each calendar month, or any other day designated by the General Partner, on which the General Partner may accept subscriptions for Shares;
Sub-Fund Recurring Normal	recurring running expenses of the Sub-Fund in normal conditions, limited to:
Running Expenses	<ul style="list-style-type: none"> (a) annual audit expenses; (b) fund operations, management fee; (c) custody and/or depositary expenses; (d) directorship, administration and transfer agency expenses; (e) regulatory fees (including marketing fees); (f) legal fees; and (g) AIFMD regulatory reporting fees; <p>and excluding for the avoidance of doubt:</p> <ul style="list-style-type: none"> (a) any trading fee, commission or expense; (b) any borrowing cost; (c) any extraordinary audit, legal or advisory fee or expense; and (d) any tax cost or expense.
Investment Manager	Privium Fund Management B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of The Netherlands, having its registered office at Gustav Mahlerplein 3, 26 th floor, 1082 MS Amsterdam, The Netherlands, and registered with the Trade

Register under number 34268930, being permitted to operate as an investment management firm by the AFM in its capacity as investment manager of the Sub-Fund;

Valuation Day in respect of this Sub-Fund, the last Business Day of each calendar month of each year or any other day designated by the General Partner for purposes of valuing the Shares.

These Sub-Fund Specifications must be read in conjunction with the Private Placement Memorandum, as may be amended from time to time.

In case of a conflict between any of the contents of any of the sections of these Sub-Fund Specifications and any of the contents of any of the sections the Private Placement Memorandum, the contents of these Sub-Fund Specifications will prevail.

3. Investment Objective and Policy

The investment objective of the Sub-Fund is to provide sustained capital growth over the long term by taking exposure to publicly listed equities of companies all over the world.

It is expected that the Sub-Fund will invest predominantly in equities on well-established exchanges through long positions. Therefore the Sub-Fund is exposed to movements in world markets. The aim is to generate capital gains over the long run with a focus on absolute returns on a year-over-year basis. The Sub-Fund seeks to be well diversified by sector and geography but its bottom up unconstrained approach may lead to above average concentration in certain segments of the global equity market.

With regards to the selection and sizing of equity positions in companies, the focus is on (i) long term sustainability of the business model, (ii) changes that may arise from structural demand themes, (iii) changes that may arise from innovation and disruption, (iv) changes that may arise from cyclical themes, and (v) the risk/reward dynamic as signaled by long and short-term valuations put in the context of market risk, corporate risk, inflation, returns and growth.

4. Investment strategy

The portfolio of the Sub-Fund will typically be constructed around 35 to 50 long positions. The typical holding size of long positions will be between 1% to 5% of total assets. The target net long exposure is between 90% to 100%, but it is possible that the total long exposure deviates from the target for a longer period.

The portfolio construction process is based on a disciplined approach. The process starts with a well-defined investment universe to avoid unnecessary risk and furthermore focuses specifically on valuation and in-depth research of companies and the ecosystems they operate in.

Within the portfolio the size of long-term holdings will be actively managed based on valuation and intermediate growth prospects. The exposure of the Sub-Fund will be actively managed such that when market risks are perceived to increase, cash levels, portfolio concentration and the volatility profile of the Sub-Fund will be reviewed and adjusted accordingly. This process is enabled by combining in-house top down and bottom up analysis.

As part of the disciplined investment approach, the Sub-Fund may write (covered) call options with strike levels at price targets on equity positions held in the Sub-Fund. Alternatively, the Sub-Fund may write cash covered put options with the aim to take equity positions at lower levels. As part of implementing its strategy, the Sub-Fund may also invest in financial futures and exchange traded options and OTC currency forwards may be used for hedging purposes.

Efficient portfolio management may include currency hedges, either as a short foreign FX cash position and/or via derivatives. The Sub-Fund is allowed to take active currency exposure through equity holdings in currencies other than the reference currency, as set out under 13 “Hedging” of these Sub-Fund Specifications.

The Investment Manager may propose modifications to the Investment Objective and Policy as described in this Sub-Fund Specifications provided that if such a change is material or adversely affects the rights of Shareholders, it will be subject to the prior approval of such Shareholders, the consent of the General Partner and to the prior approval by the CSSF.

Changes in market conditions or the Sub-Fund size as well as other factors may cause the AIFM to adopt a different diversification approach, but always within the limits of CSSF Circular 07/309 on risk spreading.

Investment restrictions:

The Sub-Fund shall comply with the following investment restrictions:

- no individual long position will exceed 7.0%, unless driven by capital gains. This 7.0% threshold excludes investments in cash or cash equivalents like money market funds and short term bonds.
- the maximum number of long positions is 60;

5. Sustainability

The AIFM integrates sustainability risks as part of its risk management process.

The AIFM identifies, analyses and integrates sustainability risks in its investment decision-making process, in accordance with article 8 of the SFDR, as it considers that this integration could help enhance long-term risk adjusted returns for investors, in accordance with the investment objective and policy of the Sub-Fund and shall make all relevant information available to the Shareholders at the Fund’s registered office.

The Sub-Fund promotes environmental and/or social characteristics. The AIFM has therefore classified the Sub-Fund as a product that meets the criteria of article 8 of the Sustainable Finance Disclosure Regulation (SFDR) (being a product that promotes environmental or social characteristics). The investments of the Fund do not take into account the EU criteria for environmentally sustainable economic activities. Additional SFDR related disclosure regarding article 8 can be found under Annex I (Pre Contractual Disclosure For Financial Products Referred To In Article 8, Paragraphs 1, 2 And 2a, Of Regulation (Eu) 2019/2088 And Article 6, First Paragraph, Of Regulation (Eu) 2020/852). In compliance with the SFDR, the AIFM does consider the effects of material sustainability risks on the value of the Sub-Fund's investments.

Sustainability risks mean an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of a Sub-Fund's investment.

Some examples of environmental risks are:

- increased taxation on environmentally damaging activities;
- damage to production facilities due to global warming induced flooding;
- fines for mishandling of hazardous waste.

Some examples of social sustainability risks are:

- negative publicity and loss of contracts after poor handling of digital client data or security;
- closer scrutiny of labour rights in the supply chain;
- dishonest marketing practices or product safety.

Some examples of governance risks are:

- increasing scrutiny on liveable wages and earnings dispersion within a company;
- ethics, bribery and corruption;
- anti-competitive behaviour.

Sustainability risks can either be considered as a risk on their own or have an impact on other risks and may contribute significantly to the risks, such as market risks, operational risks, liquidity risks or counterparty risks.

Not all sustainability risks may have a material negative effect on the value of an investment however. Also, the relevancy of each sustainability risk may differ based on the economic sector or geographical location the investment is active in. Therefore, the AIFM applies the Materiality Map of the Sustainability Accounting Standards Board (SASB) to determine which sustainability risks are material to consider in the investment decision making process.

SASB has identified more than 256 sustainability risks divided across the E, S, and G topics. Dependent on the economic sector the investment is active in, these risks are marked either 1) not material, 2) not likely material, 3) likely material. For a risk to be classified as likely material, SASB has found that for over 50% of the companies active in that sector, the risk has a significant impact on the financial position or operational activities.

In each investment decision the relevant material sustainability risks are investigated by the AIFM using the following focus points:

Policy and practices: Investigating if relevant sustainability risks to the investment are well covered by policies informs if all risks are sufficiently in scope and in control. If so, then the value of the investment may be less sensitive to the relevant sustainability risk than its peers.

Incidents: If the sector or the investment experienced significant incidents regarding the relevant sustainability risk recently, this may inform the understanding of both the frequency of it occurring, as well as the investments readiness and quality of response. Better preparedness and a strong response mean the value of the investment may be less sensitive to the relevant sustainability risk than its peers.

This analysis will provide a low, average or high estimated sensitivity of the value of the investment to material sustainability risks and informs the investment decision making process. A high sensitivity does not automatically disqualify an investment from inclusion in the Sub-Fund, but this information will be included in the decision-making process.

Considering the scope of the Sub-Fund's investment policy, it is not possible to pre-define which sustainability risks will likely be material. However, as the estimated sensitivity of the Sub-Fund to specific sustainability risks will depend on the sector diversification, the concentrated positioning of the Fund will increase the sensitivity to sustainability risks.

The material sustainability risk exposures and the concentration of high sensitivity investments in the Sub-Fund are part of the risk management policy of the AIFM and are monitored on a monthly basis.

In accordance with article 7 of the Taxonomy Regulation, the investments underlying this Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

6. Monitoring of sustainability risks in the Sub-Fund

On a monthly basis, the sustainability risk exposure for the investments of the Sub-Fund are reviewed and updated if and when applicable. Here, material changes to the individual sustainability risks of an investment are not expected to occur often. An update of the estimated sensitivity of the value of the investment to a sustainability risk might be triggered by a change in the policies and practices of the investment, or by a significant incident regarding the sustainability risk.

The material sustainability risk exposures and the concentration of high sensitivity investments in the Sub-Fund are part of the risk management policy of the AIFM and are monitored on a monthly basis.

7. Reference Currency of the Sub-Fund

Euro (EUR).

8. Classes of Shares

After consultation with the Investment Manager the General Partner may issue different Classes of Shares as appropriate, which may carry different rights and obligations inter alia with regard to the income and profit entitlements, redemption features, reporting obligations and/or fee and cost features or of the Investors to whom such Shares may be issued.

The following 3 (three) classes are available for subscription by Investors:

- (a) A Shares;
- (b) B Shares; and
- (c) C Shares.

Shares will not entitle Investors to regular distributions of profits allocable to such Shares. Such profits will, instead, be reinvested for the benefit of Shareholders holding Shares of the relevant Class.

Shares have no preferential or pre-emption rights and are subject to any transfer restrictions as set forth in the Private Placement Memorandum. Investors of the same Class will be treated equally *pro rata* to the number of the Shares held by them.

After consultation with the Investment Manager, the General Partner shall have a discretionary right to issue additional Classes of Shares and set the terms thereof as it sees fit. The Private Placement Memorandum shall, on each such occasion, be updated accordingly.

9. Minimum Subscription

The minimum initial subscription by an Investor investing in Shares in this Sub-Fund shall be as follows, unless the General Partner determines otherwise, after consultation with the Investment Manager:

- EUR 1,000,000 (one million Euros) in respect of A Shares; and
- EUR 2,500,000 (two million five hundred thousand Euros) in respect of B Shares.
- EUR 10,000,000 (ten million Euros) in respect of C Shares.

The minimum subsequent subscription by an Investor investing in Shares in this Sub-Fund shall be as follows, unless the General Partner after consultation with the Investment Manager determines otherwise:

- EUR 125,000 (one hundred and twenty five thousand Euros) in respect of A Shares;
- EUR 125,000 (one hundred and twenty five thousand Euros) in respect of B Shares; and
- EUR 125,000 (one hundred and twenty five thousand Euros) in respect of C Shares.

10. Borrowing

The Sub-Fund may incur or assume indebtedness at any time and for any purpose, excluding for investment purposes, up to a maximum of 10% (ten percent) of the Sub-Fund NAV, including to cover expenses of the Sub-Fund and to fund redemptions.

11. Leverage

The Fund may use implied leverage by the use of derivatives. When calculated in accordance with the AIFMD Rules' gross and commitment methods, the maximum leverage will be 250% of the Net Asset Value based at any time.

12. Hedging

The Sub-Fund may seek to hedge the foreign currency exposure, but such hedging strategies may not necessarily be available or effective and may not always be employed.

13. Issue Price per Share

- (a) the Initial Issue Price per Share to be issued on the Initial Subscription Date will be EUR 1,000 (one thousand EUR) in respect of A Shares, EUR 1,000 (one thousand EUR) in respect of B Shares and EUR 1,000 (one thousand EUR) in respect of C Shares; and
- (b) the Issue Price per Share to be issued after the Initial Subscription Date will be determined by the Board.

14. Subscription process

Investors wishing to subscribe for Shares in the Sub-Fund shall execute a Subscription Agreement indicating the Class of Shares for which they wish to subscribe and deliver the same to the Central Administrator by no later than 4 p.m. Luxembourg time 10 (ten) Business Days before the Subscription Date of the relevant month. Upon execution of such Subscription Agreement, Investors shall be deemed to have agreed to the terms and conditions set forth in the Fund Documents. Investors thus commit themselves to subscribing and accepting Shares in accordance with the terms and conditions set forth in the Fund Documents and the documents incorporated therein by reference.

Shares shall, subject to receipt of monies by no later than 4 p.m. Luxembourg time on the Business Day falling 2 (two) Business Days prior to the first Business Day of the relevant month (the **Cut-Off Date**), be issued with effect from the Subscription Date, at the Issue Price by no later than the 3rd (third) Business Day following the approval of the NAV, or, if such day is not a Business Day, on the first following Business Day, or on any other day designated by the General Partner and on which the General Partner may accept subscriptions for Shares.

If subscription monies have not been received on the Cut-Off Date, at the absolute discretion of the General Partner, and Shares will be issued to the Investor with reference to the first following Subscription Date, at the then relevant NAV per Share.

Subscription requests made in accordance with the foregoing procedure shall be irrevocable.

The General Partner shall use any amounts received from Investors in order to:

- (a) make investments;
- (b) pay ongoing obligations and operating expenses of the Sub-Fund as well as its pro rata share of any Fund expenses;
- (c) repay indebtedness of the Sub-Fund attributable to the operations of the Sub-Fund; and
- (d) satisfy redemptions of Shares in the Sub-Fund, if any.

Shares may, at the sole discretion of the General Partner, be issued in consideration of the contribution to the Sub-Fund of permitted assets subject to respecting the investment policies and restrictions laid down in these Sub-Fund Specifications. Assets contributed to the Sub-Fund will be valued independently in a special report from an independent auditor, established at the expense of the contributing Investor. Transaction charges, if any, will be chargeable to the Investor in respect of such contribution in kind.

As per the date of issuance of Shares to an Investor, such Investor will be fully entitled to all rights and benefits attaching to the Shares concerned. Shares are issued in registered form only. At the time of subscription of Shares in the Sub-Fund, an account is opened in the Investor's name in the Sub-Fund's books. This account is credited with Shares subscribed or purchased by the Investor. Whenever a transaction with respect to existing or newly issued Shares is registered, the Shareholder will receive a statement of its account.

15. Eligibility Requirement

The General Partner is entitled to refuse, in its absolute discretion, any request for subscription of Shares, in particular if there is not sufficient evidence that the Person to whom the Shares are to be issued satisfies the Eligibility Requirement.

In considering the qualification of a subscriber or a transferee as Well-Informed Investor, the Fund will have due regard to the applicable laws and regulations or recommendations (if any) of the CSSF. Well-Informed Investors subscribing in their own name, but on behalf of a third party, must certify that such subscriptions are made on behalf of a Well-Informed Investor as aforesaid and the Fund may require, in its absolute discretion, evidence that the beneficial owner of the Shares is a Well-Informed Investor.

The holding at any time of any Shares by a Person not satisfying the Eligibility Requirements may result in the compulsory redemption of such Shares by the Fund.

16. Marketing Restrictions

Within the EU, the Sub-Fund may only be marketed to professional investors as defined in the AIFM Directive unless the Member State in question permits under the law of the Member State, that the Sub-Fund be sold to other categories of investors and that such investors encompass the following types of investors:

- (a) an investor who receives appraisal from an EU credit institution, a MiFID firm or a UCITS management company that the investor has the appropriate expertise, experience and knowledge to adequately understand the investment in the Fund; or
- (b) an investor who certifies that they are an informed investor by providing the following: confirmation (in writing) that the investor has such knowledge of and experience in financial and business matters as would enable the investor to properly evaluate the merits and risks of the prospective investment; or confirmation in writing that the investor's business involves, whether for its own account or the account of others, the management, acquisition or disposal of property of the same kind as the property of the Fund.

The General Partner may, in its absolute discretion, impose additional suitability standards from time to time in order to comply with applicable laws.

Additional information concerning the distribution of the Shares of the Sub-Fund in Switzerland

The Shares can be distributed in Switzerland exclusively to Qualified Investors. The Fund has not been and will not be registered with the Swiss Financial Market Supervisory Authority. This Private Placement Memorandum and/or any other offering materials relating to the Shares may be made available in Switzerland solely to Qualified Investors.

Information for Switzerland based Qualified Investors:

- The representative of the Sub-Fund in Switzerland is ACOLIN Fund Services AG, with its registered office at 6, Cours de Rive, CH-1204 Geneva (the **Representative**). The Private Placement Memorandum, annual or semi-annual reports can be obtained free of charge from the Representative.

The place of performance for Shares offered or distributed in or from Switzerland is the registered office of the Representative. The courts of the canton of Geneva shall have jurisdiction in relation to any disputes arising out of the duties of the Representative. Any dispute related to the distribution of Shares in and from Switzerland shall be subject to the jurisdiction of the registered office of the distributor.

- The Swiss paying agent in Switzerland is Banque Heritage S.A. with its registered office at Route de Chêne 61, 1211 Geneva 6, Switzerland.
- Shares may be subscribed and/or redeemed with the Swiss paying agent. A handling commission will be charged by the Swiss paying agent and deducted from the subscription or redemption amount paid or received. If a subscription or redemption is made through the Swiss paying agent, instructions and money must be received by the Swiss paying agent at least 24 (twenty-four) hours before the appropriate dealing cut-off time.

Expenses charged to the Sub-Fund, retrocessions and rebates:

The fees and expenses associated with the representation, paying agency and other distribution items may be charged to the Sub-Fund. As applicable, the actual amount of such fees and expenses will be disclosed in the audited annual report.

Retrocessions:

The Sub-Fund does not pay retrocessions for distribution.

Rebates:

The Sub-Fund does not grant rebates to investors.

17. Redemption

Shares may be redeemed on each Redemption Date upon request of the holders of such Shares subject to the following conditions:

- (a) the redemption request must be received by the Central Administrator no later than 10 (ten) Business Day before the end of the calendar month of the relevant Redemption Date;
- (b) Shares will be redeemed at a price equal to the last available NAV per Share as applicable as at the last applicable Valuation Day less the Redemption Charge if applicable, in the discretion of the General Partner in consultation with the AIFM consistently applied in respect of all Shares redeemed on the relevant Redemption Date (the **Redemption Price**); and
- (c) the General Partner does not have to give effect to a redemption request in respect of Shares having an aggregate Redemption Price of less than EUR 250,000 (two hundred and fifty thousand EUR) for Classes of Shares denominated in EUR, unless the redemption request relates to all of the Shares held by the relevant Shareholder.

Payment of redemption proceeds will generally be made on the receipt of funds from liquidation of the assets of the Sub-Fund.

In addition, the General Partner may in exceptional circumstances delay any redemption request for up to twelve (12) months, if the redemption of Shares is not in the best interest of the Sub-Fund. Exceptional circumstances are, *inter alia*, deemed to exist if the Sub-Fund would be required to sell a significant portion of its assets in order to be able to meet the redemption request which may severely impact the amount of the proceeds of such sale of its assets.

18. Valuation Policy

The General Partner, in consultation with the AIFM, has adopted a policy of valuing the investments of the Sub-Fund at fair value. The following accounting principles will be applied consistently in dealing with all items in relation to the Sub-Fund's assets:

- (a) "fair value" means that valuations of the Sub-Fund's assets must be made with sufficient regularity to ensure that the carrying amount of each asset does not differ materially from its fair value at the relevant date of the Sub-Fund's assets; and
- (b) the fair value of assets will be based on last known price for the asset on the relevant Valuation Day or, if no trade occurred on the relevant Valuation Day, on the mid-level between the bid price and the offer price on the relevant Valuation Day.

At the end of each reporting period the "fair value" of the Sub-Fund's assets is to be reviewed and adjusted, where necessary, to reflect:

- (a) an updated "fair value" of the assets of the Sub-Fund;
- (b) capital movements during the reporting period; and
- (c) movements in the foreign exchange rate, if any, at the end of the reporting period.

The "fair value" information will be received from recognized pricing service providers or market makers and relied upon by the General Partner without any duty of further inquiry (except for obvious errors) for the purpose of the NAV calculation for the purposes of the acquisition, periodic reporting and the disposition of the assets of the Sub-Fund.

To ensure fair treatment of all investors when determining the "fair value", the General Partner in consultation with the AIFM have agreed with the Central Administrator a separate valuation policy and standard method of valuing the assets of the Sub-Fund to be applied in specific scenarios and events whereby "fair value" prices are not readily available from recognized pricing service providers.

The calculation of the NAV will be performed monthly as of each Valuation Day, being the last Business Day of each calendar month, by the Central Administrator.

The NAV per Share in each Class will be calculated by dividing the NAV of the Class by the number of Shares of such Class in issue at the relevant date. The NAV per Share will be

determined by taking the NAV of the relevant Class pro-rated by the Shares of that Class and adjusting the result for applicable Performance Fee, if any.

19. Distributions

In addition to any interim distributions which may be declared and paid in accordance with applicable laws and regulations at the discretion of the General Partner, the approval of the annual results and allocation of any further distributions on Shares may be made by the annual general meeting following a proposal of the General Partner. With the exception of funds to be set aside for the satisfaction of any expenses, fees, interest, principal repayments, taxes, due by the Fund or re-investment, any and all freely distributable proceeds derived from or upon the realisation of investments, may be distributed to Shareholders as interim distributions at the General Partner's discretion shortly after these proceeds can be ascertained, paid-up to the Fund and distributed, provided however that no distribution may be made if as a result thereof, the net assets of the Fund would fall below the minimum capital provided for by the 2007 Law.

All distributions will be made in the currency of the relevant Class.

The Fund may only distribute non-marketable securities or securities deemed illiquid and for which the liquidation would be detrimental to the investors, as determined by the General Partner in the event that the Fund is terminated or with the agreement of the Shareholders entitled to receive such distributions in kind.

20. Term of the Sub-Fund

The Sub-Fund shall have an unlimited term.

21. Accounting methodology

The accounting information with respect to the Sub-Fund shall in principle be prepared in accordance with Luxembourg GAAP in respect of monthly reporting and IFRS in respect of annual reporting and the annual audit, provided that the General Partner may decide to use different accounting methods if and when appropriate.

22. Year-end IFRS Report

Within 6 (six) months after the closure of the fiscal year end and in any event before the annual general meeting of the Fund, the Sub-Fund will issue an annual report in accordance with IFRS reporting standards.

23. Reporting

The Sub-Fund's fiscal year corresponds to the calendar year and accordingly shall end on 31 December of each year. The General Partner shall provide the Sub-Fund's Investors with an annual report in accordance with IFRS standards within 6 (six) months after the relevant year end and in any event before the annual general meeting of the Fund.

The report shall contain a Statement of Comprehensive Income, Statement of Financial Position, Statement of Changes in net assets attributable to Shareholders, Statement of Cashflows and a summary of significant accounting policies and other significant information.

The first audited report has been issued in respect of the financial year ending 31 December 2015.

The Investment Manager will be responsible for producing a monthly report for existing and potential investors. This report shall contain a high level view of the portfolio, an update on the evolution of the NAV in the most recent month and a general update of the investment strategy which the Investment Manager expects to implement in the following months.

The AIFM shall also provide the Sub-Fund's Investors with the following:

- (a) a report setting out:
 - (i) the percentage of the Sub-Fund's assets which are subject to special arrangements; any new arrangements for liquidity management; and
 - (ii) the current risk profile of the Sub-Fund and the risk management systems employed by the AIFM in relation thereto,

(each, a **Risk Management Report**); and

- (b) a report setting out:
 - (i) any changes to the leverage limit employed in respect of the Sub-Fund;
 - (ii) any changes to the re-use of collateral or any guarantee granted under current leverage arrangements entered into by the Sub-Fund; and
 - (iii) total leverage employed by the Sub-Fund,

(the **Leverage Report**).

The Risk Management Report shall be provided to Investors at least at the same time as the publication of the annual report and at such times as any new arrangements are entered into pursuant to paragraph (i)(b). The Leverage Report shall be periodically disclosed to Investors and in any event on no less than an annual basis.

To the extent required by the AIFMD, the AIFM will inform Shareholders of the latest Net Asset Value of the Sub-Fund and the historical performance of the Sub-Fund on a regular basis and such information will subsequently be available to Shareholders upon request.

On occasion, the General Partner and the AIFM may be requested to disclose information of a particular form or in a particular format to one or more investors as result of their legal, regulatory, or structural requirements. In such instances the General Partner and the AIFM

will make all reasonable efforts to ensure the same level of information is available to all investors.

24. Management fee

The AIFM is entitled to a Management Fee calculated on the net value of the assets of the Sub-Fund and charged against each Class of Shares.

The Management Fee for the different Classes of Shares will be:

- A Shares: 1.25% (one and a quarter percent) per annum;
- B Shares: 1.25% (one and a quarter percent) per annum, including the Fee Discount Mechanism; and
- C Shares: 1.00% (one percent) per annum.

The Management Fee will be calculated and paid monthly in arrears and based on the relevant month end NAV of the relevant Class of Shares. The Management Fee will be paid out of the assets of the Sub-Fund to the AIFM within 2 (two) Business Days following the approval of the NAV.

The following operating expenses will be borne by the AIFM out of their proportion of the Management Fee:

- (a) fees payable to the AIFM, and any advisors;
- (b) agreed expenses of the General Partner and its affiliates.

25. The Fee Discount Mechanism

The Fee Discount Mechanism allows holders of B Shares to benefit from the growth of the Net Asset Value of the Sub-Fund.

Once the combined Net Asset Value of the A Shares and C Shares reach EUR 10,000,000 (ten million), the Management Fee on the B Shares will fall 5 bps for every EUR 5,000,000 (five million) incremental increase in the Net Asset Value for the A Shares and C Shares until the combined Net Asset Value for the A Shares and C Shares reach EUR 45,000,000 (forty-five million).

Once the combined Net Asset Value of the A Shares and C Shares pass the EUR 45,000,000 (forty-five million) threshold, the Management Fee on the B Shares will fall 10 bps for every EUR 5,000,000 (five million) incremental increase in Net Asset Value for the A Shares and B Shares until the floor of 0.50% (a half percent) of the Management Fee is reached.

If the combined Net Asset Value for A Shares and C Shares drop, the same mechanism applies and fees on B Shares will be adjusted upward applying the same thresholds and incremental changes.

The table below lists the applicable Management Fee for B Shares in relationship to the combined Net Asset Value of the A Shares and C Shares.

Combined Net Asset Value of A Shares and C Shares (EUR million)	Management Fee for B Shares
0 < 10	1.25%
10 < 15	1.20%
15 < 20	1.15%
20 < 25	1.10%
25 < 30	1.05%
30 < 35	1.00%
35 < 40	0.95%
40 < 45	0.90%
45 < 50	0.80%
50 < 55	0.70%
55 < 60	0.60%
60 < 65	0.50%
65 < 70	0.50%
70 < 75	0.50%
75 < x	0.50%

26. Performance Fees

The AIFM is not entitled to a performance fee (the "**Performance Fee**").

27. Transition costs

Transition costs are estimated at forty-five thousand Euros (EUR 45,000) (excluding VAT), which shall be activated and written off over a period of five (5) years. Transition costs are subject to a maximum of seventy-five thousand Euros (EUR 75,000) (excluding VAT). Any costs in excess of this maximum shall be borne by the AIFM. The transition costs relate to onboarding, legal and regulatory costs.

28. Other expenses

Other than the expenses covered by the Management Fee, the Sub-Fund shall directly incur all other costs, expenses and liabilities (including any value added or similar tax) in connection with its operations, including (but not limited to) its share of fees, costs and expenses related to the purchase, holding and sale of the Investments (to the extent not reimbursed); taxes; fees and expenses of accountants and counsel; costs and expenses of any advisory or advisory committee and the annual meeting of the Fund (its pro rata share in the cost thereof) as well as any general meeting of the Sub-Fund; any litigation expenses; and other extraordinary expenses. The Sub-Fund may incur and charge to the fund research and execution costs (including investment research costs) that may be bundled or separated from brokers, prime brokers or research service providers. The Sub-Fund shall

also bear any Sub-Fund Recurring Normal Running Expenses that are applicable to the Sub-Fund. The Sub-Fund will also bear its share of third party expenses incurred in connection with transactions which are not consummated. The costs and fees payable in relation to software or systems required to analyse and monitor investments and potential investments on an ongoing basis as referred to under Section 12.2 (ii) of the Private Placement Memorandum will be payable out of the Management Fee.

29. Sub-Fund Specific Risk Factors

Each prospective Investor should consider the risks associated with an indirect investment in publicly listed equities, financial futures, exchange traded options and OTC currency forwards. While the prospective Investor should make its own evaluation of the risks of investing in the Sub-Fund, it must consider, among other things, the following matters before making a decision to invest in the Sub-Fund:

- The Sub-Fund has a wide mandate and may trade a broad range of instruments, some of which could be deemed risky (including but not limited to the following examples: publicly listed equities, financial futures, exchange traded options and OTC currency forwards) A strategy of writing options on regulated exchanges may be used to impose portfolio discipline in relation to buying and selling equity positions. Accordingly, the success of the Investments cannot be guaranteed.
- The Sub-Fund uses leverage as part of its investment strategy. This leverage may come in the form of increased assets under management through the use of collateral arrangements with third parties and it is also inherent in some of the instruments used. Some instruments such as futures, options and other derivatives are traded on margin. Each of these can have different risks which are set out in this section. The maximum levels of leverage are set forth under section 12 “Leverage”. The amount of leverage which the Sub-Fund may have outstanding at any time may be substantial in relation to its capital. While such leverage presents opportunities for increasing the Sub-Fund’s total return, it has the effect of potentially increasing losses as well.
- The Sub-Fund may change its investment discipline and strategy, including the level of leverage, over time depending on market opportunities, subject to the prior approval by the CSSF.
- Investors should be aware that liquidity of their investment cannot be guaranteed. This may prevent the Fund from concluding an investment transaction on satisfactory terms and in certain circumstances, may defer redemption of and subscriptions for Shares.
- There can be no certainty as to the valuation of the Sub-Fund’s Investments or the future value of the Investments. The value of the Investments and the corresponding value of the Shares can go down as well as up.
- Investors are unable to participate in the day to day management of the underlying assets of the Sub-Fund. As such, they will not be able to approve individual management or Investment decisions.

- The net returns to Investors could be affected by a change in the tax treatment of the Fund.
- The financial operations of the Sub-Fund may be adversely affected by the impact of general economic conditions, by conditions within the financial markets or by the particular financial condition of parties doing business with the Fund.
- There can be no guarantee that the stated investment objectives of the Sub-Fund will be achieved.
- The investment strategy of the Sub-Fund relies on the expertise and trading experience of the Investment Manager.
- Considering the broad scope of the Sub-Fund's investment policy, it is not possible to pre-define which sustainability risks will likely be material. Additionally, the estimated sensitivity of the Sub-Fund to specific sustainability risks will depend on the sector diversification. The broader the diversification across economic sectors, the lower the sensitivity. Also, the Sub-Fund may invest in assets that are not impacted negatively by material sustainability risks due to their nature or intended holding period.
- The foregoing risk factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Sub-Fund.

Prospective Investors should consider the following risk factors before investing in the Sub-Fund. Prospective Investors should also inform themselves of and, where appropriate consult their professional advisors, as to the tax consequences of applying for, buying, holding, exchanging, redeeming or otherwise disposing of Shares under the law of their country of residence or domicile. This information is not intended to be an exhaustive listing of all potential risks associated with an investment in this Sub-Fund.

General business risk

An investment in the Fund involves certain risk factors and considerations relating to the Sub-Fund's structure and investment objective which prospective Investors should evaluate before making a decision to subscribe for Shares. No assurance can be given that the Sub-Fund will succeed in meeting its investment objective or the investment objective of the Sub-Fund, that there will be any return on capital, or that an Investor will not lose some or all of its investment in the Sub-Fund.

Before making any investment decision with respect to the Shares, any prospective Investors should consult their professional advisors and carefully review and consider such an investment decision in light of the risk factors included below. The following is a brief description of certain factors, which should be considered along with other matters discussed elsewhere in these Sub-Fund Specifications and in the Private Placement Memorandum. The following does not purport to be a comprehensive summary of all the risks associated with an investment in the Shares or the Fund generally. Rather, the

following are only certain particular risks to which the Fund and this Sub-Fund are subject and that the Fund wishes to encourage prospective Investors to discuss in detail with their professional advisors.

Due to the nature of the Fund's investment activities, the results of the operations of the Sub-Fund may fluctuate from period to period. Accordingly, Investors should understand that the results of any particular period will not be necessarily indicative of results in future periods.

Reliance on the AIFM

The AIFM will be appointed by the General Partner to provide certain delegated management and advisory services in accordance with the Sub-Fund's investment objective, strategy, and guidelines. Thus, the Sub-Fund's success may depend largely on the services of the AIFM and its respective officers, employees, affiliates, and agents, and, in part, on the continuing ability of the AIFM to hire and retain knowledgeable personnel. There can be no assurance that the General Partner or the AIFM will be able to implement successfully the strategies that the Sub-Fund intends to pursue.

Currency risk

The Shares are denominated in EUR and will be issued and redeemed in EUR. Certain of the underlying assets of the Sub-Fund may, however, be invested in assets which are denominated in other currencies. Accordingly, the value of such assets may be affected favourably or unfavourably by fluctuations in currency rates. The Sub-Fund may seek to hedge the foreign currency exposure, but such hedging strategies may not necessarily be available or effective and may not always be employed. In addition, prospective Investors whose assets and liabilities are denominated predominately in other currencies should take into account the potential risk of loss arising from fluctuations in value between the EUR and such other currencies.

The Sub-Fund does not generally intend to take any strong foreign exchange ('FX') directional position. However, FX positions resulting from the Sub-Fund's investments won't necessarily be hedged

Valuation and reporting

The Central Administrator and the General Partner will be entitled to rely on the information and valuation data provided by independent valuers, which data may not always be provided in a timely manner and which may contain valuation errors. In such case, the General Partner may use the immediately prior NAV calculated on a Valuation Day adjusted to take into account its reasonable estimate of accruals of assets (income and capital) and liabilities should the information from independent valuers be delivered late or be obviously incomplete or inaccurate. As a result, such indicative NAV may not be accurate and may be revised on a subsequent Valuation Day.

Lack of liquidity

Investors are also subject to liquidity risk, which relates to the ability to raise funding or liquidate an asset in a timely manner at a reasonable price. While the Sub-Fund seeks to manage liquidity risk by investing substantial portions of its assets in markets expected to have strong liquidity (e.g., major foreign currency, liquid derivative products, major fixed income products and large capitalization exchange traded securities), the Sub-Fund may also trade from time to time trade in less liquid products and markets.

Illiquid investments carry the risk that the Sub-Fund may not be able to liquidate the investment or that a buyer may not be found for such investments. Also, certain of the investments owned by the Sub-Fund may be subject to legal or contractual restrictions which may impede the ability of the Sub-Fund to dispose of the investments when it might otherwise desire to do so.

Availability of liquidity varies from market to market and from time to time and while the AIFM will closely monitor liquidity risk in the markets the Sub-Fund has positions in, it cannot be guaranteed that enough liquidity will be available when needed.

As part of the risk management approach, the Investment Manager monitors the number of days required to liquidate individual portfolio investments as well as liquidate the overall portfolio in order to match the portfolio of the Sub-Fund with the Sub-Fund liquidity terms.

Tax

The categories of income derived by the Sub-Fund from certain sources may be subject to withholding tax in certain circumstances, which may reduce the total return of the Sub-Fund's total return. While the Sub-Fund does not expect to be subject to income taxes in any of the jurisdictions in which it invests, no assurance can be given in this regard. If the Sub-Fund were, contrary to its expectations, subject to income tax in any such jurisdiction, such tax could have a material adverse effect on returns to Investors.

An investment in the Fund involves a number of complex tax considerations. Changes in tax legislation in jurisdictions in which the Fund may invest, or changes in tax treaties concluded with such jurisdictions could also impact the returns of the Investors. Investors should consult their own tax advisors on the tax implications for them of investing, holding and disposing of Shares and receiving distributions in respect of Shares.

VAT

Under current law and practice it is not expected that value added tax (VAT) will be levied on the management and performance fees payable by the Sub-Funds. However, in the event of a change of law or practice, any VAT levied on the management or performance fee may represent an absolute cost for the Sub-Fund, which would reduce the funds available to make distributions. If VAT is chargeable on the management or performance fee, the AIFM intends to minimize the effect of such VAT so far as it considers reasonably practicable. However, there can be no assurance that it would be possible to mitigate or eliminate such VAT cost.

Changes in applicable law

The Sub-Fund must comply with various legal requirements, including requirements imposed by the securities laws and companies laws in various jurisdictions, including Luxembourg. Should any of those laws change, the legal requirements to which the Fund and the Shareholders may be subject could differ materially from current requirements.

Possible correlation with traditional investments

There can be no assurance that the performance of the Sub-Fund will not be positively correlated to the performance of traditional stock and bond investments from time to time, especially if multiple markets move in tandem, thereby reducing the overall portfolio benefits of an investment in the Sub-Fund.

Dependence on key individuals

The success of the Fund depends upon the skills of the principals of the AIFM to develop and implement investment strategies that achieve the Sub-Fund's investment objectives. If these individuals were to become unable to participate in the management of the Fund's investments, the consequence to the Fund could be material and adverse and could lead to the premature termination of the Fund.

Availability of investment strategies

The success of the investment activities of the Fund will depend on the AIFM together with the expertise of the Investment Manager and its ability to identify investment opportunities as well as to avoid investments that could be adversely affected due to excessive concentration by other funds. Identification and exploitation of the trading strategies to be pursued by the Fund involves a high degree of uncertainty.

No assurance can be given that the AIFM will be able to locate suitable trading opportunities in which to deploy all of the Fund's assets or to exploit discrepancies in the markets.

Limited redemption rights

An investment in the Fund is suitable only for certain sophisticated Investors who have no need for immediate liquidity in their investment. Shares may only be redeemed on Redemption Dates with due notice. No partial redemptions will be permitted if, immediately thereafter, the value of a redeeming Shareholder's holding would be less than the minimum holding permitted, unless approved by the General Partner in its sole and absolute discretion. Shares may not be redeemed when the calculation of the NAV is suspended.

General economic conditions

The success of any investment activity is affected by general economic conditions, and therefore economic slowdowns or downturns could lead to financial losses in the Sub-

Fund's portfolio. The risk inherent in the investments made by the Sub-Fund include those associated with investments in debt, including the risk that the financial condition of the issuer may become impaired or that the general condition of the market may deteriorate (causing a decrease in the value of collateral assets underlying the Sub-Fund's loan investments).

Net Asset Value considerations

The Net Asset Value per Share is expected to fluctuate over time with the performance of the Investments of the Sub-Fund. A Shareholder may not fully recover his initial investment when he chooses to redeem his Shares or upon compulsory redemption if the Net Asset Value per Share of the relevant Class at the time expiry of the Sub-Fund or redemption of Shares is less than the Issue Price paid by such Shareholder. In addition, where there is any conflict between IFRS and the valuation principles set out in the Articles, in the Private Placement Memorandum and in these Sub-Fund Specifications and in relation to the calculation of Net Asset Value, the latter principles shall take precedence.

Litigation

Litigation can and does occur in the ordinary course of the management of an investment portfolio. The Fund may be engaged in litigation as plaintiff or as a defendant. In certain cases, borrowers may bring claims and/or counterclaims against the Fund, the General Partner, the AIFM, and/or their respective principals and affiliates. The expense of defending against claims made against the Fund by third parties and paying any amounts pursuant to settlements or judgments would, to the extent that the Fund has not been able to protect itself indemnification or other rights against the portfolio companies, be borne by the Fund (and its Sub-Funds) pursuant to indemnification obligations and reduce net assets.

In recent years, certain judicial decisions have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed "lender liability"). Generally, lender liability is founded upon the premise that an institutional lender has violated a fiduciary duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in creating a fiduciary duty owed to the borrower or its other creditors or shareholders. Because of the nature of the Fund's investments, the Fund could be subject to allegations of lender liability.

Adverse effects of regulatory, tax or other changes

Legal, tax and regulatory changes could occur during the term of the Fund that may adversely affect the Fund and/or the Sub-Fund. The effect of any future regulatory change on the Fund could be substantial and adverse.

Idle funds

While the AIFM will typically endeavour to keep the assets of the Sub-Fund invested, there may be periods of time when the Sub-Fund has a portion of its assets in cash or cash equivalents. The investment return on such "idle funds" may not meet the overall return objective the General Partner seeks for the Sub-Fund.

Conflicts of interest

The Fund and the Sub-Fund is subject to actual and potential conflicts of interest including: (i) other trading activities – the AIFM and its principals, directors, officers, shareholders, employees, and affiliates, as applicable, trade or may trade for their own accounts, and certain of such persons have sponsored or may in the future sponsor or establish other public and private investment funds; (ii) other business activities – the AIFM and its principals, directors, officers, shareholders, employees, and affiliates, as applicable, may have conflicts of interest in allocating time, services, and functions among the various entities for which they provide services. These persons may also become aware of investment opportunities that may not be appropriate for investment by the Fund and/or this Sub-Fund, but may pursue such opportunities for their own account or other accounts; (iii) access to insider information – as a result of participation by representatives of the AIFM on boards of certain companies, and/or as a result of confidentiality agreements entered into by the General Partner or AIFM, the Fund may be deemed to be in possession of material, non-public information. Such possession of material, non-public information may create a conflict of interest between the representatives' and the AIFM's duties and obligations to the companies on whose boards these representatives participate and the Fund's ability to effect purchases and sales of the securities of such companies in the best interests of the Fund and/or this Sub-Fund. The General Partner has the authority to select, or consent to the selection of, the advisor(s) to the Fund and/or its sub-funds, including this Sub-Fund. Accordingly, the General Partner has a conflict between its duty to the Fund and the Shareholders and its pecuniary interest in selecting its affiliate, the AIFM, as the Sub-Fund's advisor, thereby increasing the compensation payable to its affiliate. The General Partner and the AIFM and control the day-to-day operations of the Fund and the Sub-Fund's investing activities, receiving remuneration for doing so. The circumstances under which the General Partner, the AIFM and certain of their affiliates may be held liable by the Fund or Shareholders are limited. Although the General Partner and the AIFM believe that the terms on which they provide services to the Fund and the Sub-Fund are fair, the arrangements between the Fund and/or the Sub-Fund, on the one hand, and the General Partner and the AIFM, on the other hand, were not negotiated on an arm's-length basis.

Futures Markets May Be Illiquid

Most futures exchanges impose "daily limits" on the amount by which the price of some futures contracts traded on such exchanges may vary during a single day. Daily limits prevent trades from being executed during a given trading day at a price above or below the daily limit. Once the price of a futures contract has moved to the limit price, it may be difficult, costly or impossible to liquidate a position. Such limits could prevent the Sub-Fund from promptly liquidating unfavorable positions and restrict its ability to exercise or offset commodity options. In addition, even if futures prices have not moved the daily limit, the

Sub-Fund may be unable to execute trades at favorable prices if the liquidity of the market is not adequate.

Forward Contract Trading

The Sub-Fund might trade currency forward contracts through a foreign currency brokerage facility with a broker. Unlike futures contracts, forward contracts are not traded on exchanges. Funds used in trading forward contracts and foreign currency contracts are not segregated from the funds of the broker holding the forward contract or foreign exchange account, and so are subject to the risk of bankruptcy of that broker. As a result, traders in these markets are not afforded the regulatory protection of an exchange or a clearing house that guarantees the contracts traded if a counterparty or principal fails to perform. Banks and dealers act as principals in the forward markets and may limit positions available in an account. These banks and dealers are not required to continue to make markets in the markets they trade and these markets can experience illiquidity. In addition, there is no limitation on daily price movements and speculative position limits are not applicable to these markets. Disruptions can occur in trading due to unusually high trading volume, government intervention or other factors. Market illiquidity or disruption, inability or refusal of a party to perform, insolvency, bankruptcy or other causes affecting the foreign currency prime broker, or the counterparty in a specific transaction, could also result in major losses. Due to the foregoing factors, the trading of forward contracts may involve greater risks than the trading of futures on exchanges. The imposition of exchange and credit controls or the fixing of currency exchange rates by governmental authorities might eliminate or substantially reduce trading in certain currencies. Moreover, the Sub-Fund focuses on emerging currency markets. The emerging markets tend to be less liquid than those of the "major" currency markets and such illiquidity could lead to substantial losses.

Counterparty Risk

The Sub-Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to its own insolvency or that of others, bankruptcy, market illiquidity or disruption or other causes and whether resulting from systemic or other reasons.

Leverage

Part of the Sub-Fund's investment strategy may include the borrowing of funds in order to be able to make additional investments. Accordingly, the Sub-Fund may pledge its assets in order to borrow additional funds for investment purposes. While leverage presents opportunities for increasing the Sub-Fund's total return, it also has the effect of potentially increasing losses as well. In addition, the banks or brokers that provide financing to the Sub-Fund may apply a variety of margin, financing, and collateral valuation policies. Changes in these terms at any time may result in a loss of financing, margin calls, and forced liquidations of assets at less than advantageous prices.

The Sub-Fund will trade in a variety of derivative instruments in which the leverage is inherent in the instrument itself. These require margin payments and the risk exposures of these instruments is monitored as part of the overall strategy, changes in margin requirements may result in changes to the instruments weightings within the strategy.

While the General Partner and AIFM do not intend to use a significant amount of leverage initially, they may in the future change its investment strategy and increase the overall leverage of the Sub-Fund should investment opportunities justify it, taking into account potential downside risk. In such cases, the AIFM will run a number of market risk stress tests and offer advice on this in order to minimize any risk of forced liquidation.

Derivatives

The Sub-Fund may utilise both exchange-traded and over-the-counter derivatives, including, but not limited to, financial futures, fx forwards, options and contracts for differences, as part of their investment policies. These instruments can be highly volatile and may expose investors to a high risk of loss. Transactions in over-the-counter contracts may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Contractual asymmetries and inefficiencies can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in Net Asset Value, incorrect collateral calls or delays in collateral recovery.

Derivatives, in particular derivatives which are negotiated "over-the-counter" are subject to legal risks including the uncertainty in the applicability of laws, or the interpretation or enforceability of contracts or an action by a court or regulatory body that could invalidate a derivative contract entered into on behalf of the Sub-Fund.

The prices of financial derivative instruments may be imperfectly correlated to the prices of the underlying securities, for example, because of transaction costs and interest rate movements. The prices of exchange traded financial derivative instruments may also be subject to changes in price due to supply and demand factors.

Emerging Market risk

Although the Sub-Fund will focus its investments predominantly in developed markets, it may invest in emerging market securities, currencies and derivatives from time to time. Investing in emerging markets subjects the Sub-Fund to a higher level of market risk than investment in a more developed market. These markets are subject to the risk of political and economic instability, legal and regulatory risks, risks relating to accounting practices, disclosure and transparency and the fact that there may be more governmental limitations on foreign investment than is typically found in developed markets. Other risks associated with emerging markets include the risk of nationalization or expropriation of assets or

confiscatory taxation, price fluctuations, less liquidity and smaller markets, currency exchange rate fluctuations, high rates of inflation (including hyperinflation) and governmental involvement in and control over the economies.

Diversification of Investments

It is possible that the Sub-Fund will make a limited number of investments and, as a consequence, the aggregate return of the Sub-Fund may be substantially adversely affected by the unfavourable performance of a single investment. In addition, the diversification of the Sub-Fund's investments could be even further limited to the extent the Sub-Fund invests a significant portion of its capital in a small number of transactions.

In accordance with the Sub-Fund's investment objective and strategy, the Sub-Fund will seek to invest in a diversified portfolio of assets. However, there is no guarantee that the Sub-Fund will have a diversified portfolio of investments by country and geographic area. The relative concentration of the investments within one asset class and the potential concentration of assets within one country or geographic area means that the Sub-Fund's performance may be more susceptible to a single economic, political, social or other event adversely affecting several investments than if the investments were more diversified.

Force majeure

The performance of the Sub-Fund may be adversely affected because of conditions beyond the control of the AIFM or the General Partner, but not limited to Acts of God, government restrictions, adverse natural events, wars, insurrections and/or any other cause beyond the reasonable control of the AIFM or the General Partner.

ANNEX I

PRE-CONTRACTUAL DISCLOSURE FOR FINANCIAL PRODUCTS REFERRED TO IN ARTICLE 8, PARAGRAPHS 1, 2 AND 2A, OF REGULATION (EU) 2019/2088 AND ARTICLE 6, FIRST PARAGRAPH, OF REGULATION (EU) 2020/852

Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name: Danum Ecosystem Fund **Legal entity identifier:** 213800BA45JEBNA36E76

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?

Yes

No

It will make a minimum of **sustainable investments with an environmental objective:** ___%

- in economic activities that qualify as environmentally sustainable under the EU Taxonomy
- in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

It will make a minimum of **sustainable investments with a social objective:** ___%

It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ___% of sustainable investments

- with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
- with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy
- with a social objective

It promotes E/S characteristics, but **will not make any sustainable investments**

What environmental and/or social characteristics are promoted by this financial product?

The Fund focusses on the urgent need for business models to evolve in a manner that either halts or reverses biodiversity loss. Therefore, it aims to select a minimum of 50% of its investments to align with this environmental characteristic. The fund does not select investments based on assurances of their individual impact on biodiversity since such guarantees are challenging to validate. Instead, potential investments should align with one of the following pivotal stages in the journey towards a biodiversity-positive world:

- Fix and conserve: Current system
- Re-arrange: Transitory part of the system
- New Ecosystems: Desired system



Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

Fix – and conserve: companies that offer remediation services and alike to remove past and current pollution

Re-arrange Ecosystems: Business models that allow current corporate ecosystems to make a shift towards partial circularity or offer innovations that provide potential solutions to limit biodiversity loss as a result of traditional business models.

New Ecosystems: Business models that together drive a systemic transformation towards a biodiversity positive world.

The fund has instituted investment criteria where merely incremental strategies and enhancements to promote biodiversity are deemed insufficient for inclusion in its investment portfolio. The focus is entirely on the business model of the company and how this eventually may serve biodiversity.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

The fund uses a quantitative score to assess the biodiversity footprint of the portfolio. This score is expressed in species loss per unit of investment and serves as the main indicator to measure the attainment of the biodiversity characteristics of the portfolio.

The score is calculated using the Biodiversity Footprint Financial Institutions (BFFI) approach advocated by the Partnership for Biodiversity Accounting Financials (PBAF). The BFFI approach uses the ReCiPe pressure-impact model to quantify the biodiversity impact of corporate environmental pressures in seven categories: land use, water use, terrestrial acidification, eutrophication, ecotoxicity, photochemical ozone formation, and climate change.

We also calculate species loss caused by each of the seven corporate environmental pressures. These categorized indicators help to better understand the transmission mechanism of corporate economic activity to biodiversity loss and assists the Fund's selection of business models that should –contribute to fixing and conserving, re-arranging or developing new ecosystems.





It has to be clear that any outcome is a modeled outcome and offers no assurance of the true impact of a company or and industry.

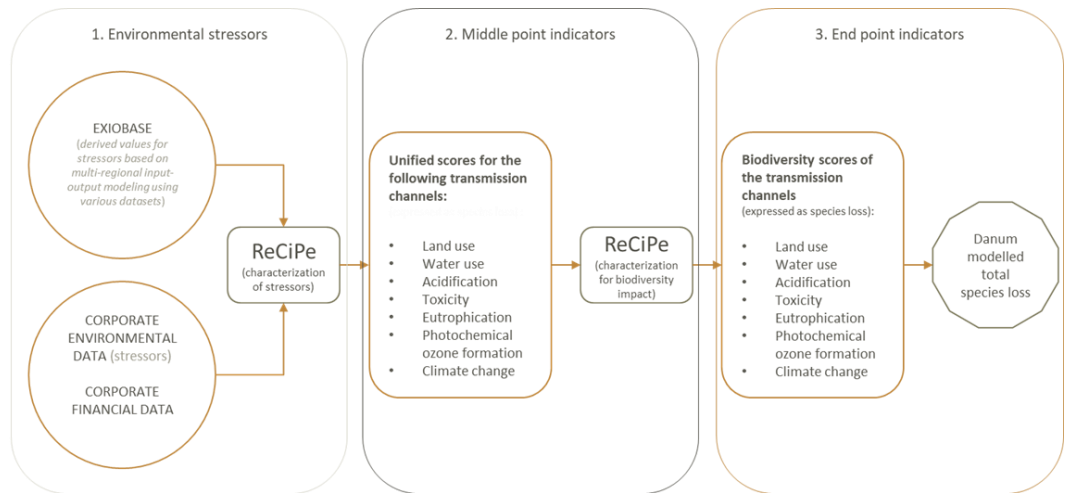
In order to judge if biodiversity outcomes of our investments are aligned with the investment strategy, we will compare the portfolio species loss scores with a modeled score of the reference situation where the corresponding products and services are provided by conventional ecosystems.

To illustrate the attainment of the environmental characteristic, the Fund reports on the total estimated number of species lost per unit of investment figure of the portfolio and on which percentage of its investment portfolio contributes to the 7 biodiversity pressure points.

Given the interconnection of ecosystems and the compounded effects of biodiversity loss, the 7 biodiversity pressure points contribute to at least one but often multiple UN Sustainable Development Goals (SDGs).

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

		Reference	Portfolio species loss per unit of investment	
		Industry score	Score	portfolio contribution
		Land use	1	14%
		Water use	1	14%
		Acidification	1	14%
		Eutrophication	1	14%
		Ecotoxicity	1	14%
		Photochemical Ozone Formation	1	14%
		Climate Change	1	14%
		Total species lost score	7	100%



● **What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?**

The Fund does not intend to make sustainable investments.

● **How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?**

The Fund does not intend to make sustainable investments. However, apart from investigating if a potential investment aligns with the environmental objective, the Fund applies an ESG risk analysis and an exclusion policy.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

a. *Objective Setting:*

Stance and Commitments: The primary aim is to understand the company's stance and commitments in four critical domains: Biodiversity, Environment, Social, and Governance. This has been methodically dissected into 21 research-focused queries. The essence of these questions revolves around understanding the company's strategy and pledges in the aforementioned areas.

b. *Forming an Opinion:*

To build a well-informed view, the company's latest annual sustainability report will be reviewed. Additionally, the transcripts of their last three earnings conference calls will be studied. A quick measure being used is counting keywords to see what issues might be most important for the company. As an example, if 'water' appears more than 600 times in the FY22 sustainability report, it indicates water-related issues are significant for the company.

c. *Extracting Relevant Data:*

Once the documents are reviewed, specific keywords are used to pull out relevant information and quotes. These keywords are closely related to the sustainability topics of interest.

d. *Final Assessment:*

Combining the findings from reviewing the documents with the information extracted from these documents, a brief assessment is offered. This is presented together with observations and quotes supporting this assessment. Where possible, potential areas for further action are mentioned.

How have the indicators for adverse impacts on sustainability factors been taken into account?

The Fund does not take into account the indicators for adverse impacts on sustainability factors.

How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?

The Fund applies human rights and other social indicators as a negative screening criteria in the investment selection process. This analysis is part of the Fund's process to understand the company's stance and commitments in four critical domains: Biodiversity, Environment, Social, and Governance. This has been methodically dissected into 21 research-focused queries. The essence of these questions revolves around understanding the company's strategy and pledges in the aforementioned areas.



Does this financial product consider principal adverse impacts on sustainability factors?

- Yes
- No



What investment strategy does this financial product follow?

The Fund adopts a long only strategy and focusses on the urgent need for business models to evolve in a manner that either halts or reverses biodiversity loss. The fund does not select investments based on assurances of their individual impact on biodiversity since such guarantees are challenging

to validate. Instead, potential investments should align with one of the following pivotal stages in the systems transformation towards a biodiversity-positive world:

- *Fix and conserve:* Current system
- *Re-arrange* Transitory part of the system
- *New Ecosystems* Desired system

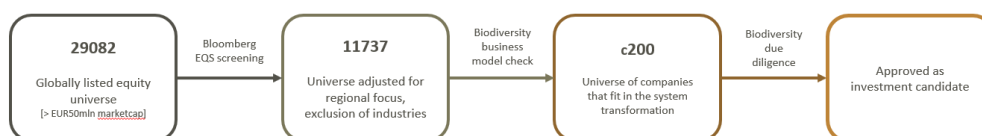
This focus is embedded in the investment process at the very early stage. The investment process (simplified) is structured along three building blocks: Establishing the investment universe; stock selection; portfolio construction. Establishing the investment universe embeds our focus on biodiversity using both qualitative as well as quantitative assessments. Once an investment fits the strategy, it enters the more traditional stage of the investment process, which is stock selection and portfolio construction. All three building blocks of the investment process are continuous, meaning companies can be added or withdrawn from the universe or portfolio at any time, depending on developments that may occur. This could include companies changing strategy, changing product profiles, poor execution and more.

● **What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?**

The fund has adopted an exclusion list of industries, which include Metals & Mining, Basic Chemicals, Automotive production, Semiconductor production and more. The binding elements between all industries on the exclusion list is habitat loss and over-exploitation of species and or natural resources.

● **What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?**

Through the exclusion list, regional focus and the check on alignment with the above mentioned pivotal stages in the systems transformation towards a biodiversity-positive world, the initial investment scope is reduced to a universe of approximately 200 companies.



● **What is the policy to assess good governance practices of the investee companies?**

Although the fund uses governance only as a negative screening criteria, governance practices are part of our primary aim to understand the company's stance and commitments in four critical domains: Biodiversity, Environment, Social, and Governance. This has been methodically dissected into 21 research-focused queries. The essence of these questions revolves around understanding the company's strategy and pledges in the aforementioned areas.

On top of this, the fund developed a quick scan, which allows it to screen for criteria that are deemed important. This scan includes a governance score, which should warn us that a company may have governance issues. If such scores are negative, and further analysis reveal a risk that fund is not willing to accept, the investment candidate may be removed from the investment universe.

The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

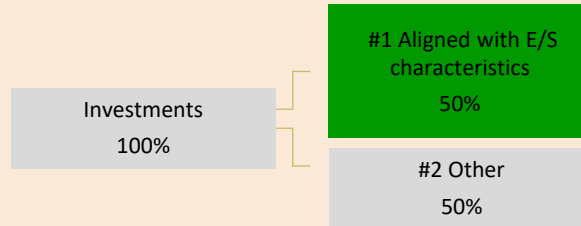
Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.



What is the asset allocation planned for this financial product?

As the Fund's focus is on the urgent need to halt or reverse biodiversity loss, it aims to select a minimum of 50% of its investments to align with this environmental characteristic. EU taxonomy alignment or sustainable investments are not part of the fund's focus so it can be expected that 0% of the Fund's holdings will be sustainable or EU Taxonomy aligned.

Asset allocation describes the share of investments in specific assets.



#1 Aligned with E/S characteristics includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

#2 Other includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

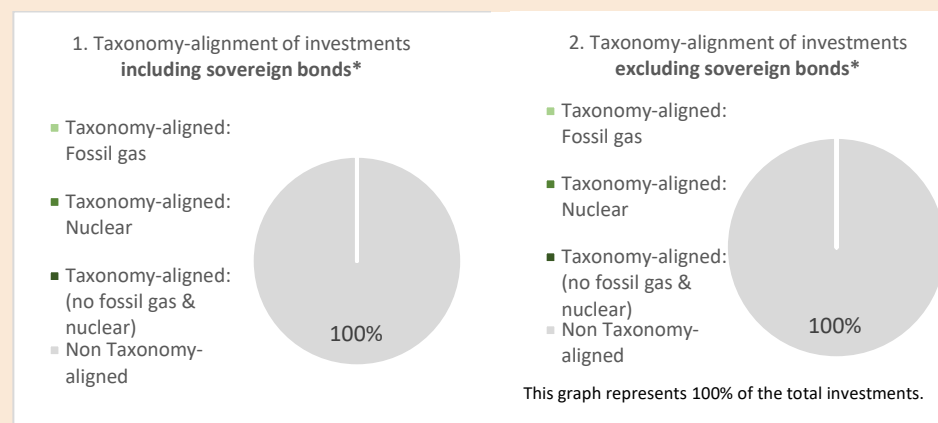
The fund may use derivatives to protect or enhance the financial return profile of cash equity positions, but not the environmental characteristics of the positions. The fund will not take positions in derivatives that are not linked to a cash equity position. As such, any derivative position that may be taken over time will be directly linked to a position for which the investment process has been completed.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

The Fund does not target alignment with the EU Taxonomy. Alignment can therefore be expected to be 0%.

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.



* For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures. Both graphs represent 100% of the total investments

- **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹?**

Yes:

In fossil gas In nuclear energy

No

- **What is the minimum share of investments in transitional and enabling activities?**
As the Fund does not target Taxonomy alignment, 0% of the Fund's investments will be in transitional and enabling activities.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

As the Fund does not target Taxonomy alignment, 100% of the Fund's investments will not be Taxonomy aligned.



What is the minimum share of socially sustainable investments?

The Fund does not target socially sustainable investments



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

An asset may be marked as ‘other’ for the following reasons:

- Cash: the Fund may hold cash freely available for investment or cash for portfolio management purposes.
- Borrowings: the Fund may incur or assume indebtedness at any time and for any purpose, excluding for investment purposes, up to a maximum of 10% (ten percent) of the Sub-Fund NAV, including to cover expenses of the Sub-Fund and to fund.
- Non-aligned assets: holdings whose activities do not contribute to the social characteristics of the fund.

For non-aligned assets, at minimum the Fund applies human rights and other social indicators as a negative screening criteria in the investment selection process when applicable to the type of asset. This analysis is part of the Fund's process to understand the company's stance and commitments in four critical domains: Biodiversity, Environment, Social, and Governance.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

The Fund has not designated a reference benchmark to determine whether it is aligned with the environmental and/or social characteristics that it promotes.



Where can I find more product specific information online?

More product-specific information can be found on the website of the AIFM. Please see the below link: <https://www.priviumfund.com/strategies-amsterdam/>

¹ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do no significant harm to any EU Taxonomy objective – see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214