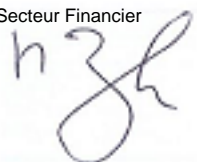


**VISA 2024/176360-13033-0-PC**

L'apposition du visa ne peut en aucun cas servir  
d'argument de publicité

Luxembourg, le 2024-05-22

Commission de Surveillance du Secteur Financier

A handwritten signature in blue ink, appearing to be 'h3h' or similar, is written over a faint rectangular stamp.

# **INVESTINVENT FUNDS SICAV-SIF**

A société anonyme qualifying as a Société d'investissement à Capital Variable - Fonds d'Investissement Spécialisé under Luxembourg Law (the « Company »)

**OFFERING MEMORANDUM**

InvestInvent Funds SICAV-SIF is exclusively offered to persons considered as “well-informed investors” (“**Investors**”) within the meaning of Article 2 of the Law on Specialised Investment Funds dated 13 February 2007, as amended from time to time (the “2007 Law”) and who have on the basis of the present Offering Memorandum carried out their own assessment of the conditions for participating in the Company, with their independent legal and tax advisers. Subscriptions are only accepted if they are based on the valid Offering Memorandum and Articles of Association in conjunction with the most recent Annual Report. No information other than that contained in this Offering Memorandum may be given.

**GENERAL PART:**

25 April 2024

**SPECIAL PART A:**

25 April 2024

InvestInvent Wind Energy Fund,  
being a Sub-fund of InvestInvent Funds SICAV-SIF

## IMPORTANT INFORMATION

This offering memorandum (the “**Offering Memorandum**”) consisting of the General Part and Special Parts and its contents are confidential and should not be distributed, published, reproduced or disclosed (in whole or in part) by recipients to any other person other than their professional advisers. By accepting delivery of this Offering Memorandum, each recipient agrees to keep the contents of this Offering Memorandum confidential and to return it and all related materials to the Company if the recipient does not invest.

The Company was incorporated on the 31<sup>st</sup> August 2005 with the registered office at 123 Melita Street, Valletta (Maltese Registered Office) under the registered name of InvestInvent Wind Energy Fund SICAV plc, a collective investment scheme organized as a multi-fund company with variable share capital pursuant to the Companies Act, Chapter 386 of the Laws of Malta. The Malta Registered Office was changed to 168 St. Christopher Street, Valletta VLT1467 effective on 22<sup>nd</sup> January 2009. The registered name was changed to ‘InvestInvent Funds SICAV plc’ effective on 23<sup>rd</sup> February 2010. The Company has been licensed by the MFSA as an Alternative Investment Fund on 13 March 2017. Further information on the Company together with the Maltese Offering Memorandum and the Memorandum and Articles of Association subject to the Companies Act of the Laws of Malta can be received from the Maltese Registered Office upon request.

The Company’s domicile has been relocated from Malta to the Grand Duchy of Luxembourg on the 1 June 2021. Under applicable Luxembourg Law the Company continues to operate as a public limited company (société anonyme) qualifying as a Fonds d’Investissement Spécialisé (SIF) with variable capital (SICAV) pursuant to the 2007 Law. To the extent no particular provisions are contained in the 2007 Law, the provisions of the Act of 1915 (see Definitions) are applicable. As of the effective date of the change of domicile the Company has formed one Sub-fund (as further described in section 1) with the registered name “InvestInvent Wind Energy Fund” being a Sub-fund of InvestInvent Funds SICAV-SIF.

On or around the effective date of the change of domicile certain service providers of the Company have been replaced including the depository, the administrative agent, the transfer agent and the auditor. In addition the Company was transformed from a self-managed alternative investment fund into an alternative investment fund (“**AIF**”) appointing a third party alternative investment fund manager (see section 2 describing the main service providers to the Company). Since its incorporation the Company has invested in more than 35 underlying investments (“**Investments**”) located in Germany and France some of which have an operating history of more than 10 years.

Given the significant changes to the Company resulting from the re-location including change of applicable laws and regulations, the change of structure and the replacement of various key service providers and members of the board (“**Directors**”, each a “**Director**”) it cannot be guaranteed that the migration of the Company does not have any negative legal, regulatory, tax, operation, accounting, commercial or other negative impact on the Company, its Investments or any of its Investors.

This Offering Memorandum which supersedes the Maltese Offering Memorandum in its entirety may only be distributed (always subject to being permitted to be distributed outside the EEA in compliance with applicable laws and regulations) to any territory of the European Economic Area (EEA) (other than Luxembourg) to Professional Investors that are domiciled or have a registered office in the EEA, where the Alternative Investment Fund Manager appointed by the Company has obtained a marketing passport in accordance with the AIFM Directive.

The Company is operated by the Board of Directors (“**Board**”) and managed by the Alternative Investment Fund Manager (as further described in section 2) in the exclusive interest of the persons who are registered as a holder of shares in any of the Company’s Sub-funds (“**Shareholders**”) pursuant to the provisions of this Offering Memorandum, the Articles of Association and applicable law and regulations.

The Alternative Investment Fund Manager acts in accordance with the AIFM Directive and will be responsible for risk and portfolio management. The Alternative Investment Fund Manager will retain overall responsibility for risk management and portfolio management in relation to the Company and its respective Sub-funds, but will delegate portfolio management function to the Portfolio Manager (as further described in section 11) appointed for each Sub-fund in accordance with the rules on delegation under the AIFM Directive.

The registration of the Company by the *Commission de Surveillance du Secteur Financier* (“**CSSF**”) neither represents an approval of the content of this Offering Memorandum nor does it imply a positive assessment of the Company’s investment opportunities by the CSSF.

This Offering Memorandum, including the documents referred to herein, is to be read and understood in connection with the Subscription Agreement and the Company’s articles of association (“**Articles of Association**”) and constitutes - together with these documents - the sole basis of the prospective Shareholder’s investment decision. By signing the subscription agreement, the Shareholder accepts all provisions of this Offering Memorandum including the relevant Special Part and the Articles of Association of the Company. If and to the extent the provisions of this Offering Memorandum are incompatible with those of the Articles of Association, the provisions of the Articles of Association shall prevail.

Prospective Shareholders should not construe the contents of this Offering Memorandum as legal, tax, investment or accounting advice, nor advice on the suitability of an investment in the Sub-fund of the Company for any particular Shareholder. The contents of this Offering Memorandum are given for information purposes only and each Shareholder must conduct its own due diligence, and consult with its professional advisers, with respect to, without limitation, the legal, tax, regulatory, financial and accounting consequences of an investment in a Sub-fund of the Company. The text of the Articles of Association is integral to the understanding of this Offering Memorandum. Prospective Shareholders should review the Articles of Association carefully.

No person has been authorised to make any representations in connection with, or relevant to, an investment in the Company other than as contained in this Offering Memorandum, and no representation other than as set out in the Company’s documents may be relied upon as having been authorized by, and no responsibility is accepted in this respect by the Company, the Alternative Investment Fund Manager, the Portfolio Manager, their subsidiaries or affiliates or any of their directors, partners, officers, employees, or agents.

Investments in the Company are subject to investment risk, including possible delays in repayment and loss of income and capital invested. Investments in Sub-funds may only be appropriate for Shareholders who have the financial ability and willingness to accept the risks and lack of liquidity inherent in an investment in the relevant Sub-fund. None of the Company, the Alternative Investment Fund Manager, the Portfolio Manager (if any) or any of their respective affiliates guarantees any particular rate of return or the performance of a given Sub-fund, nor do they guarantee the repayment of any amount invested by a Shareholder in a Sub-fund. An investment in a Sub-fund is not a capital-protected investment and any invested capital is at risk up to a total loss.

While information obtained from published sources or otherwise from third parties and used in this Offering Memorandum is believed to be accurate and reliable, none of the Directors, the Alternative Investment Fund Manager or the Portfolio Manager has independently verified such information or the assumptions on which it is based and they cannot guarantee its accuracy. Such information necessarily incorporates significant assumptions as to factual or other matters. Any representations and/or other information (in each case, whether oral or written) other than those set forth in this Offering Memorandum contained in documents furnished by the Company or its representatives, advisers and/or agents subsequent to the date of this Offering Memorandum must not be relied upon.

Sub-fund will commit its funds to investments of a long-term and illiquid nature whose shares or other interests will generally not be quoted or dealt in on any stock exchange. Such investments may be difficult to value and are likely to involve an above-average level of risk. Shareholders must be prepared to bear such risks for an indefinite period of time. Similarly, there is no available public market for the shares of the Company (“**Shares**”) and no such market is expected to develop in the future. The Shares are offered subject to the right of each of the Board and the Alternative Investment Fund Manager to reject any subscriptions in whole or in part.

Under no circumstance should the delivery of this Offering Memorandum irrespective of when it is made create an implication that there has been no change to the affairs of the Company and its Sub-funds since such date. The Company reserves the right to modify any of the terms of the offering and the Shares described in this Offering Memorandum. This Offering Memorandum may be updated and amended by supplement and, where such supplement is prepared, this Offering Memorandum will be read and construed with such supplement.

This Offering Memorandum will be updated in accordance with Luxembourg law.

Certain information contained in this Offering Memorandum constitutes forward-looking statements and statements of opinion and/or belief, which can be identified by the use of forward-looking terminology, including, without limitation, words such as "may", "will", "seek", "should", "expect", "anticipate", "project", "estimate", "intend", "continue" or "believe" or the negatives of such terminology or other variations thereon or comparable terminology. Any such forward-looking statements (including, without limitation, projections of future earnings or value) and statements of opinion and/or belief contained in this Offering Memorandum represent the Directors', Portfolio Manager's and/or Alternative Investment Fund Manager's own assessment and interpretation of information available to them as at the date of this Offering Memorandum (or at such other date as specified in this Offering Memorandum) and are subject to known and unknown risks, uncertainties and other factors (many of which are beyond the Directors', Portfolio Manager's and Alternative Investment Fund Managers's control) which may cause actual results to be materially different from those contemplated in such statements. No representation is made or assurance given that such statements are correct or that the objectives of the respective Sub-fund will be achieved. Prospective Shareholders must determine for themselves what reliance (if any) they should place on such statements and none of the Directors, the Alternative Investment Fund Manager or the Portfolio Manager accepts any responsibility in this respect. In making an investment decision, prospective Shareholders must rely on their own examination of the Company and the relevant Sub-funds, its investment objectives and strategy and the terms of this offering, including the risks and merits involved.

This is not, and under no circumstances is to be construed as, a public offering, and no action has been taken to permit a public offering of the Shares in any jurisdiction where action for that purpose would be required.

Without limiting the generality of the foregoing, the Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "US Securities Act"), nor has the Company or any of its Sub-funds been registered as an investment company under the United States Investment Company Act of 1940, as amended (the "US Investment Company Act"), and therefore the Company or any of its Sub-funds will not be subject to the provisions of the U.S. Investment Company Act designed to protect investment company shareholders, nor will the Company or any of its Sub-funds be subject to the securities laws of any state.

All information in this Offering Memorandum is as of the date thereof unless otherwise stated. Delivery of this Offering Memorandum does not imply that the information in this Offering Memorandum is correct as of any time subsequent to the date in this Offering Memorandum. All other information in respect of the Company or the Sub-fund(s), including the information referred to under article 21 of the AIFM Law, may be obtained free of charge upon request from the investors at the registered office of the Company.

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## I. GENERAL PART

### 1. INTRODUCTION

The Company was incorporated on the 31<sup>st</sup> August 2005 with the registered office at 123 Melita Street, Valletta (Maltese Registered Office) under the registered name of InvestInvent Wind-Energy Fund SICAV plc, a collective investment scheme organized as a multi-fund company with variable share capital pursuant to the Companies Act, Chapter 386 of the Laws of Malta. The Malta Registered Office was changed to 168 St. Christopher Street, Valletta VLT1467 effective on 22<sup>nd</sup> January 2009. The registered name was changed to 'InvestInvent Funds SICAV plc' effective on 23<sup>rd</sup> February 2010. The Company has been licensed by the MFSA as an Alternative Investment Fund on 13 March 2017. Further information on the Company together with the Maltese Offering Memorandum and the Memorandum and Articles of Association subject to the Companies Act of the Laws of Malta can be received from the Maltese Registered Office upon request.

The Company's domicile has been relocated from Malta to the Grand Duchy of Luxembourg on the 1 June 2021. The Company continues to operate as a public limited company (société anonyme) in accordance with the Luxembourg law of 10<sup>th</sup> August 1915 on commercial companies in its current version (the "**1915 Law**") qualifying as "Fonds d'Investissement Spécialisé" (SIF) with variable capital (SICAV) pursuant to the 2007 Law. Furthermore the Company qualifies as an AIF under the Luxembourg law of 12<sup>th</sup> July 2013 on alternative investment fund managers, as may be amended from time to time (the "**AIFM Law**") and by which the EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFM Directive**") is transposed into Luxembourg law. The Company is registered by the CSSF on the official list of authorised investment funds. Such authorisation does not require any Luxembourg authority to approve or disapprove either the adequacy or accuracy of this Offering Memorandum or the investments held by the Company. Any representation to the contrary is unauthorised and unlawful.

The Company may operate separate Sub-funds ("**Sub-fund/s**"), each of which is represented by one or more Classes of Shares (as defined below). The Sub-funds are distinguished by their specific investment policy or any other specific features. The Company constitutes a single legal entity, but the assets of each Sub-fund shall be invested for the exclusive benefit of the Shareholders of the corresponding Sub-fund, and the assets of a specific Sub-fund are solely accountable for the liabilities, commitments and obligations of that Sub-fund. As of the effective date of the change of domicile the Company has established one Sub-fund with the registered name InvestInvent Wind Energy Fund being a Sub-fund of InvestInvent Funds SICAV-SIF.

The Company is managed by NS Partners Europe S.A., which is authorised as an alternative investment fund manager ("**AIFM**") under the AIFM Law as further described in the section 7. The AIFM is authorized to appoint different specialist financial service providers (as described in the section 11), each acting under the supervision of the AIFM and the Board, as portfolio managers, respectively investment advisers, for one or more Sub-funds.

The Board is responsible for the overall investment policy, objectives and management of the Company and of each Sub-fund. The Board is authorized to issue shares ("**Shares**") without par value relating to each Sub-fund, and as described in the section "Description of Shares" and in the Special Parts. The Company may issue Share class(es) with different features, such as different shareholder eligibility requirements, distribution countries, minimum subscription levels, dividend policies, currencies and fee structures ("**Class(es) of Shares**"), as in each case defined in the Special Parts.

The Company may issue Shares in additional Sub-funds and Classes of Shares at any time. Shares may be redeemed at a price described in the section "Redemption of Shares". The Shares are offered solely on the basis of the information and representations contained in this Offering Memorandum, and any further information given or representations made by any person may not be relied upon as having been authorized by the Company or the Board. Neither the delivery of this Offering Memorandum nor the issue of Shares shall under any circumstances create any implication that there has been no change in the affairs of the Company since the date hereof.

This Offering Memorandum consists of a general part ("**General Part**"), containing all provisions which are applicable to all Sub-funds, and one or several special parts ("**Special Part**"), describing the Sub-funds and containing only the additional provisions applicable to these. The complete Offering Memorandum contains the General Part together with all Sub-funds in the Special Parts. The Board may at any time form new Sub-funds and/or create, within each Sub-fund, one or more Classes of Shares, and this Offering Memorandum will be updated accordingly.



The Board may also at any time close a Sub-fund or one or more Classes of Shares within a Sub-fund to further subscriptions or to liquidate such Sub-fund or Class of Shares. Any material change to the investment objective and/or the investment policy of the Company and/or its Sub-funds shall be reflected in this Offering Memorandum upon approval of the Board and the CSSF and shall be notified to Shareholders in accordance with applicable Luxembourg regulatory requirements.

The information contained in this Offering Memorandum will be supplemented by the financial statements and further information contained in the latest annual report of the Company, copies of which may be obtained free of charge from the registered office of the Company. This Offering Memorandum may be translated into other languages. In the event of any inconsistency or ambiguity in relation to the meaning of any word or sentence in any translation, the English text shall prevail to the extent permitted by the applicable laws or regulations, and all disputes as to the terms thereof shall be governed by, and construed in accordance with, the laws of Luxembourg (See section 31 "Applicable law and jurisdiction"). The Board has taken all reasonable care to ensure that as of the date of this Offering Memorandum, the facts stated herein are true and accurate in all material respects and that there are no material facts the omission of which makes misleading any statement herein, whether of fact or opinion.

### **Selling Restrictions**

According to the 2007 Law, the sale of Shares is restricted to Qualified Investors, as defined in the section "Restrictions on Ownership", subscribing either on their own behalf or on behalf of other Qualified Investors. This Offering Memorandum does not constitute an offer or advertisement in those jurisdictions where such an offer or advertisement is prohibited, or in which persons making such offer or advertisement are not authorised to do so, or in which the law is infringed if persons receive such offer or advertisement. The distribution of this Offering Memorandum and the offering of Shares in jurisdictions other than Luxembourg may be restricted and, accordingly, persons into whose possession this Offering Memorandum may come are required by the Company to inform themselves of and to observe any such restrictions.

The distribution of this Offering Memorandum and of the Shares in other jurisdictions may also be restricted pursuant to selling restrictions set out in AIFMD and applicable local rules and regulations; persons into whose possession this document comes are required to inform themselves about and to observe any such restrictions. This document does not constitute a solicitation by anyone in any jurisdiction in which such solicitation is not authorised or to any person to whom it is unlawful to make such solicitation.

The Shares have not been and will not be registered under the Securities Act of 1933 of the United States, as amended (the "**1933 Act**") or the securities laws of any of the states of the United States. Shares will not be offered from within the United States or to Investors who are US Persons. A US Person is any person who:

- (i) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;
- (ii) is a US person within the meaning of Regulation S under the US Securities Act of 1933 (17 CFR § 230.902(k));
- (iii) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv));
- (iv) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or
- (v) any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Company.

**Potential purchasers of Shares are responsible for informing themselves on the relevant foreign exchange regulations and on the legal and tax regulations applicable to them.**

The information in this Offering Memorandum is in accordance with the current law and rules and regulations of the Grand Duchy of Luxembourg, and is thus subject to alterations.

## Data Protection

In accordance with Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data ("**Data Protection Regulation**") as well as with any local law or regulation relating to the protection of personal data applicable to them (including but not limited to the Luxembourg law of 1st August 2018 organizing the National Commission for data protection and the general system on data protection, as amended from time to time) (together the "**Data Protection Law**"), the AIFM and the Company, acting as independent data controllers (hereinafter also the "**Controller**"), may collect, store on computer systems and process, by electronic or other means, personal data (i.e. any information relating to an identified or identifiable natural person, hereafter, the "**Personal Data**") concerning the Shareholders and/or prospective Shareholders (or if the Shareholders and/or the prospective Shareholders are legal persons, their representative(s), employees, directors, officers, trustees, settlors, their shareholders, and/or unitholders for, nominees and/or ultimate beneficial owner(s) (as applicable) (i.e. the "**Data Subjects**") for the purpose of fulfilling the services required by the Shareholders and complying with its legal and regulatory obligations.

Personal Data may include without limitation the name, address, telephone number, business contact information, employment and job history, financial and credit history information, current and historic investments, investment preferences and invested amount, information necessary for the Controller's compliance with legal obligations such as AML/KYC (the Controller may in this context be required to process special categories of Personal Data as defined by the Data Protection Regulation, including Personal Data relating to political opinions as well as criminal convictions and offences) and any other Personal Data that is necessary to be processed for the purposes mentioned below.

The Data Subjects may at their discretion refuse to communicate Personal Data to the Controller. In this case, however, the Company may reject a request for Shares if the relevant Personal Data is necessary to such subscription of Shares.

Shareholders who are legal persons undertake and guarantee to process Personal Data and to supply such Personal Data to the Controller in compliance with the Data Protection Law, including, where appropriate, informing the Data Subjects of the contents of the present Section, in accordance with Articles 12, 13 and/or 14 of the Data Protection Regulation.

Personal Data supplied by Shareholders and/or prospective Shareholders are processed in order to enter into and execute the subscription in the Company (i.e. to perform any pre-contractual measures as well as the contract entered into by the Data Subjects), for the legitimate interests of the Controller and to comply with the legal obligations imposed on the Controller. Personal Data is processed, in particular, for the purposes of (i) offering investment in Shares and performing the services as contemplated under this Offering Document, (ii) maintaining the register of Shareholders, (iii) complying with applicable anti-money laundering rules and any other legal obligations, such as maintaining controls in respect of late trading and market timing practices, CRS/FATCA obligations or mandatory registrations with registers including among other the Luxembourg register of beneficial owners, (iv) account administration, (v) client relationship management, (vi) developing and processing the business relationship with the Recipients (as defined below), (vii) marketing activities and, (viii) other related services rendered by any service provider of the Controller in connection with the holding of Shares in the Company. Each Data Subject has the right to object to the use of its Personal Data for marketing purposes by writing to the AIFM.

The "legitimate interests" referred to above are:

- the processing purposes described in points (vi) to (vii) of the above paragraph of this data protection section;
- the provision of the proof, in the event of a dispute, of a transaction or any commercial communication as well as in connection with any proposed purchase, merger or acquisition of any part of the Controller's business;
- compliance with foreign laws and regulations and/or any order of a foreign court, government, supervisory, regulatory or tax authority;
- risk management, and
- exercising the business of the Controller in accordance with reasonable market standards.

The processing of Personal Data provided or collected in connection with an investment in the Company may be delegated by the Company to the Depositary and Paying Agent, the Administrative Agent, the Distributor, the Registrar and Transfer Agent, the Auditor, legal and financial advisers and other potential service providers of the Company and subcontractors (i.e. the "**Recipients**") all in compliance with the rules of confidentiality applicable in Luxembourg as well as in compliance with the Data Protection Law. The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the "**Sub-Recipients**"), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Controller and/or assisting the Recipients in fulfilling their own legal obligations.

The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data on behalf and upon instructions of the Data Controller and/or the Recipients), or as distinct data controllers (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations).

Personal Data is collected directly from Data Subjects by the Company and/or its Recipients or may be collected through publicly accessible sources, social media, subscription services, worldcheck database, sanction lists, centralised investor database, public registers or other publicly accessible sources.

Personal Data will only be disclosed to and/or transferred by the Company to and/or otherwise accessed by the Recipients, and/or any target entities, subfunds and/or other funds and/or their related entities in or through which the Company intends to invest, as well as any court, governmental, supervisory or regulatory bodies, including tax authorities in Luxembourg or in various jurisdictions (i.e. the "**Authorised Recipients**").

The Controller undertakes not to transfer Personal Data to any third parties other than the Authorised Recipients, except as disclosed to Shareholders from time to time or if required by applicable laws and regulations applicable to them or, by any order from a court, governmental, supervisory or regulatory body, including tax authorities.

The Controller should not transfer Personal Data to Processors or Authorised Recipients outside the European Economic Area ("**EEA**") in a country which does not ensure an adequate level of protection. However, in the situation where the Recipients and Sub-Recipients are located outside the EEA in a jurisdiction with which does not ensure an adequate level of protection or does not benefit from an adequacy decision of the European Commission, the Controller has entered into legally binding transfer agreements with the relevant Recipients in the form of the European Commission approved model clauses. In this respect, the Data Subjects have a right to request copies of the relevant document for enabling the Personal Data transfer(s) towards such countries by writing to the Controller. The Personal Data may also be transferred to third-parties such as governmental or regulatory agencies, including tax authorities, in accordance with applicable laws and regulations. In particular, Personal Data may be disclosed to the Luxembourg tax authorities, which in turn may, acting as data controllers, disclose the same to foreign tax authorities (including for compliance with the FATCA/CRS obligations).

Each Data Subject may request, in the manner and subject to the limitations prescribed in accordance with Data Protection Law, (i) access to, (ii) rectification of any incorrect or incomplete Personal Data, (iii) deletion of Personal Data concerning him/her, as well as (iv) a restriction of processing of his/her Personal Data, (v) Personal Data portability and (vi) objecting to the processing of his/her Personal Data.

The Data Subjects may exercise their above rights by writing to the Controller at the following address: 33A avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Further, the Data Subjects are entitled to address any claim relating to the processing of their Personal Data to the relevant data protection supervisory authority (i.e. in Luxembourg, the Commission Nationale pour la Protection des Données ("**CNPD**"), 15, Boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg).

The Controller and Recipients processing Personal Data as processor on behalf of the Controller, will accept no liability with respect to any unauthorised third party receiving knowledge and/or having access to Personal Data, except in the event of proved negligence or willful misconduct of the Controller or such Processors.

The duration of data retention is determined in accordance with the Data Protection Law, which provides that Personal Data shall not be retained for a period longer than necessary for the purpose of the data processing, subject to any limitation periods imposed by law.

## 2. ORGANISATION AND MANAGEMENT

The Company's registered office is at 33A avenue J.F. Kennedy L-1855 Luxembourg.

### **Board composition:**

#### **Chairman:**

Philippe Burgener                      Chairman of the Board

#### **Members:**

Andreas Muschik                      InvestInvent AG

Sandi Nemet                              Savita Capital S.à r.l.

### **Alternative Investment Fund Manager**

- NS Partners Europe, S.A., 11 Boulevard de la Foire, 1528 Luxembourg
- Board composition:

- o **Chairman: Gregoire Notz**
- o **Executive Director: Paolo Faraone**
- o **Independent Director: Christophe Lentschat**

#### **Conducting Officers of the AIFM:**

- o **Conducting Officer: Paolo Faraone**
- o **Conducting Officer: Girolamo Salice**
- o **Conducting Officer: Manaf Azmeh**
- o **Conducting Officer: Andrew Carter**

### **Depository, Domiciliation & Corporate Services Agent & Principal Paying Agent**

UBS Europe SE, Luxembourg Branch, 33A avenue J.F. Kennedy, 1855 Luxembourg

### **Administrative, Registrar and Transfer Agent**

FIDUCENTER S.A., 18, rue de l'Eau, L1449 Luxembourg

### **Portfolio Manager/ Investment Advisers / Advisory Boards**

The AIFM, with the prior approval of the Company, may appoint various investment managers and/or investment advisers and/or advisory boards, as in each case specified in the respective Special Part, and may make further appointments.

### **Auditor of the Annual Report**

Ernst & Young, société anonyme, 35E, Avenue John F. Kennedy, 1855 Luxembourg

### **Supervisory Authority in Luxembourg**

Commission de Surveillance du Secteur Financier, 283 route d'Arlon, L-1150 Luxembourg

## 3. INVESTMENT OBJECTIVES AND INVESTMENT POLICY

The objective of the Company is to provide Investors with a choice of investments strategies/types of investments through several investment programs structured as several separate Sub-funds.

Any material change to the investment objective and/or the investment policy of the Company and/or its Sub-funds shall be reflected in this Offering Memorandum upon prior approval by the Board and the CSSF and shall be notified to the Shareholders affected in accordance with the applicable Luxembourg regulatory requirements. The Board shall establish the investment policy for all Sub-funds on the basis of the principle of risk diversification as well as the ultimate supervision of the Company's business activities. As regards the definition and determination of investment objectives and investment policy, investment limits and the permitted investment techniques and instruments of each Sub-fund, reference is made to the respective dedicated sections in the Special Parts.

**Although the Company will do its utmost to achieve its investment objectives, there can be no guarantee that these objectives will be reached. Consequently, the net asset values of the Shares may increase or decrease. Consequently, a Shareholder runs the risk that he/she may not recover the amount originally invested. Depending on the orientation of the individual Sub-funds this risk may differ from Sub-fund to Sub-fund. The Investors' attention is also drawn to section 32 "Risk Considerations", which describes certain risks related to investments in the Company. Each Shareholder should consult his/her legal, tax and financial adviser regarding the acquisition of Shares and the choice amongst the Sub-funds and their Classes of Shares.**

The Company makes the following disclosures in accordance with the Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the "SFDR")

**Article 6 SFDR- transparency of the integration of sustainability risks**

Pursuant to article 6 of the SFDR, the Company is required to disclose the manner in which Sustainability Risks (as defined hereafter) are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Company.

**"Sustainability Risk"** means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investments made by the Company.

Such risk is principally linked to climate-related events resulting from climate change (i.e. physical risks) or to the society's response to climate change (i.e. transition risks), which may result in unanticipated losses that could affect the Company investments and financial condition. Sustainability Risks can also affect companies by introducing social risks (e.g. gender gaps, social inequality) and governance risks (e.g. bribery issues, selling practices).

The Company does not have sustainable investments as an objective. However, it remains exposed to Sustainability Risks. Such risks are integrated into the investment decision making and risk monitoring to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. Where a Sustainability Risk occurs in respect of an asset, there may be a negative impact on its value.

Such assessment of the likely impact must therefore be conducted at portfolio level, further detail on the likely impact of Sustainability Risks on the return of the Sub-fund can be found under section 15 - Investment considerations and risk factors of the Special Part.

## **4. PAST PERFORMANCE**

Details on past performance regarding each Sub-fund are available upon request and free of charge from the registered office of the Company. Past performance is not an indicator for future results and therefore should not be relied upon.

## **5. INVESTMENT LIMITS**

In accordance with CSSF circular 07/309, the Company is subject to and will conduct its investment operations in compliance with the following general investment restrictions. The investment policy of a Sub-fund may be subject

to different or additional investment restrictions than those provided below, in which case such different or additional restrictions are disclosed in the relevant Special Part.

1. A Sub-fund may not invest more than 30% of its net assets and/or Commitments (as defined hereafter) in securities issued by the same issuing body.
2. Short sales may not have as a consequence that a Sub-fund holds a short position on securities of the same kind issued by the same issuing body representing more than 30% of its assets;
3. When making use of financial derivative instruments ("**FDI**"), a Sub-fund must ensure a comparable risk diversification through an appropriate risk diversification of underlying assets;
4. The 30% limit of item 1 of this section will not apply to securities issued or guaranteed by member states of the OECD or by one of its regional authorities or by global or regional institutions or public international bodies;
5. The 30% limit of item 1 of this section will not apply to investments in other undertakings for collective investment ("**UCIs**") provided that such UCIs provide for at least a similar risk diversification as required by the Law;
6. For the purpose of the application of the 30% limit of item 1 of this section, each compartment of a UCI with multiple compartments is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various compartments towards third parties is ensured.
7. Unless otherwise provided in the investment policy of the relevant Sub-fund, each Sub-fund may borrow up to 250% of its net assets for investment purposes and/or to bridge short term liabilities including the satisfaction of redemption requests.

While observing the principles of risk diversification, the Company may derogate from such limits in relation to each individual Sub-fund for a period of at least 12 months following the launch date of the respective Sub-fund unless the relevant Special Part of the Offering Memorandum provides for a longer period.

As of the date of this Offering Memorandum, none of the Sub-funds is using securities financing transactions within the meaning of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 ("**SFTs**") or total return swaps. Should it be the case in the future, the Offering Memorandum will be updated accordingly.

## 6. THE COMPANY

### General Information

The Company was incorporated on the 31<sup>st</sup> August 2005 with the registered office at 123 Melita Street, Valletta (Maltese Registered Office) under the registered name of InvestInvent Wind-Energy Fund SICAV plc, a collective investment scheme organized as a multi-fund company with variable share capital pursuant to the Companies Act, Chapter 386 of the Laws of Malta. The Malta Registered Office was changed to 168 St. Christopher Street, Valletta VLT1467 effective on 22<sup>nd</sup> January 2009. The registered name was changed to 'InvestInvent Funds SICAV plc' effective on 23<sup>rd</sup> February 2010. The Company has been licensed by the MFSA as an Alternative Investment Fund on 13 March 2017. Further information on the Company together with the Maltese Offering Memorandum and the Memorandum and Articles of Association subject to the Companies Act of the Laws of Malta can be received from the Maltese Registered Office upon request.

The Company has been redomiciled to the Grand Duchy of Luxembourg with effective date as of 1 June 2021 by way of a transfer of the registered office to Luxembourg. Upon the effective date of the re-domiciliation the Company is an umbrella investment company with limited liability, organised as a "*société anonyme*" and qualifies as a "*Société d'Investissement à Capital Variable*" ("**SICAV**") and a "*Fonds d'Investissement Spécialisé*" ("**FIS**") under the 2007 Law. The Company qualifies as an AIF as per the AIFM Law and will be regulated by the CSSF.

The Company was incorporated for an unlimited period and is registered under Number B254909 with the *Registre de Commerce et des Sociétés*, where the Articles of Association have been filed and are available for inspection.

### **Minimum Capital**

The minimum capital of the Company required by Luxembourg law is EUR 1,250,000. The share capital of the Company is represented by Shares of no par value and is at any time equal to its Net Asset Value (“NAV”). Should the capital of the Company fall below two thirds of the minimum capital, an extraordinary meeting of Shareholders must be convened to consider the dissolution of the Company. Any decision to liquidate the Company must be taken by a majority of the Shares present or represented at the meeting. Where the share capital falls below one quarter of the minimum capital, the Directors *must* convene an extraordinary meeting of Shareholders to decide upon the liquidation of the Company. At that meeting, the decision to liquidate the Company may be taken by Shareholders holding together one quarter of the Shares present or represented.

### **Accounting Principles: Periodicity, Currency, Standards**

The accounting reference date is 31st March of each year. The financial statements of the Company shall be prepared in accordance with Luxembourg GAAP. Audited annual financial statements of the Company shall be provided to Shareholders within six (6) months from the accounting reference date. The accounting currency of the Company is the Euro. Therefore, all financial statements of the Company will be presented in Euro. The base currency of the Sub-funds may differ from the accounting currency of the Company and is specified in the Special Part of the respective Sub-fund separately. All prices and NAV calculations of the Sub-funds shall be denominated in the base currency of the respective Sub-funds.

### **Liquidation of the Company**

The Company has been established for an unlimited period. However, the Company may, at any time, be liquidated by a resolution of the general meeting of Shareholders under the same conditions that are required by law to amend the Articles of Association. The Board may propose at any time to the Shareholders to liquidate the Company.

Any decision to liquidate the Company will be published in the RESA. As soon as the decision to liquidate the Company has been taken, the issue, redemption or conversion of Shares in all Sub-funds is prohibited and shall be deemed void. The liquidation of the Company will be conducted by one or more liquidators, who may be individuals or legal entities and who will be appointed by a meeting of Shareholders. This meeting will determine their powers and compensation. Any liquidation of the Company shall be carried out in accordance with the provisions of the 2007 Law. The 2007 Law specifies the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds.

As a general rule, such liquidation is to be closed within 9 months of the decision to liquidate. However and subject to regulatory approval, this deadline may be extended. Liquidation proceeds that could not be distributed to shareholders will be deposited in escrow with the *Caisse de Consignation* in Luxembourg for the benefit of their beneficiary. Amounts so deposited shall be forfeited in accordance with Luxembourg Law.

### **Liquidation of Sub-funds or Classes of Shares**

Sub-funds may be established for a limited or unlimited period, as specified in the respective Special Part. If the net assets of any Sub-fund or Classes of Shares fall below or do not reach an amount determined by the Board to be the minimum level for such Sub-fund or such Class of Shares to be operated in an economically efficient manner or if a change in the economic or political situation relating to the Sub-fund or Class of Shares concerned justifies it or if it is in the interest of the Shareholders, the Board has the discretionary power to liquidate such Sub-fund or Class of Shares by compulsory redemption of Shares of such Sub-fund or Class of Shares at the NAV per Share determined as at the day at which such a decision shall become effective. The decision to liquidate will be communicated to Shareholders and the communication will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board decides otherwise in the interest of, or in order to ensure equal treatment of, the Shareholders, the Shareholders of the Sub-fund or Class of Shares concerned may continue to request redemption or conversion of their Shares free of redemption or conversion charges (but taking into account actual realisation prices of investments and realisation expenses) prior to the effective date of the liquidation, if and when applicable.

Notwithstanding the powers conferred to the Board by the preceding paragraph, a general meeting of Shareholders of any Sub-fund or Class of Shares may, upon proposal by the Board and with its approval, redeem all the Shares of such Sub-fund or Class of Shares and refund to the Shareholders the NAV of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined as at the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such a general meeting of Shareholders

at which resolutions shall be adopted by simple majority of those present or represented. As a general rule, any liquidation is to be closed within 9 months of the decision to liquidate. However and subject to regulatory approval, this deadline may be extended. Liquidation proceeds that could not be distributed to shareholders will be deposited in escrow with the *Caisse de Consignation* in Luxembourg for the benefit of their beneficiary. Amounts so deposited shall be forfeited in accordance with Luxembourg Law.

#### **Merger of Sub-funds or Classes of Shares**

The Board may decide to allocate the assets of any Sub-fund to those of another existing Sub-fund within the Company or to another UCI, or to another Sub-fund within such other UCI (the "new Sub-fund") and to re-designate the Shares of the Sub-fund concerned as Shares of the new Sub-fund (following a split or consolidation, if necessary and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be notified to the Shareholders concerned (and, in addition, the notification will contain information in relation to the new Sub-fund), one month before the date on which the merger becomes effective in order to enable Shareholders to request redemption or conversion of their Shares, free of charge, during such period. After such period, the decision commits the entirety of Shareholders who have not used this possibility, provided however that, if the merger is to be implemented with a Luxembourg UCI of the contractual type ("*fonds commun de placement*") or a non-EEA based UCI, such decision shall be binding only on the Shareholders who are in favour of such merger.

Notwithstanding the powers conferred to the Board by the preceding paragraph, a contribution of the assets and liabilities attributable to any Sub-fund to another Sub-fund of the Company may be decided upon by a general meeting of the Shareholders, of the contributing Sub-fund for which there shall be no quorum requirements and which shall decide upon such a merger by resolution adopted by simple majority of those present or represented.

## **7. ALTERNATIVE INVESTMENT FUND MANAGER**

The Company is managed by NS Partners Europe S.A. (the "**AIFM**"), which is subject to the provisions of Chapter 15 of the Luxembourg Law of 17<sup>th</sup> December 2010 on undertakings for collective investment (the "**2010 Law**") as well as the provisions of the AIFM Law. The AIFM will assume the functions of an alternative investment fund manager according to the AIFM Law. The AIFM was established on 23/10/1990. It is registered under the number B35060 with the Luxembourg *Registre de Commerce et des Sociétés*, where copies of the AIFM's articles of association are available for inspection and can be received on request. The AIFM's articles of association were last amended on the 9<sup>th</sup> of December 2013, as published in the *Mémorial* of 10<sup>th</sup> of January 2014. The AIFM's registered office is at 11 Boulevard de la Foire, L-1528 Luxembourg. Aside from managing the Company, the AIFM manages other UCIs, a list of which can be obtained from the registered office of the AIFM free of charge.

According to the AIFM Agreement concluded between the Company and the AIFM, the AIFM will be responsible for the Company's portfolio management, marketing, risk management, portfolio valuation and compliance, in accordance with this Offering Memorandum including the relevant Special Parts and under the supervision of the Board. The Board takes all strategically important decisions concerning the Company and the Sub-funds. Decisions relating to the portfolio and the risk management of the Company have been delegated to the AIFM, under the supervision of the Board. Under the supervision and ultimate responsibility of the Board, the AIFM manages the Company in accordance with the investment policy and investment restrictions laid down in the General Part of the Offering Memorandum and in the respective Special Parts and in keeping with the relevant laws and directives, with the rules of the Offering Memorandum and the respective provisions of the Sub-funds. Further functions of the AIFM in relation to the respective Sub-funds are described in more detail, as applicable, in the relevant Special Parts.

The AIFM may, with the prior approval of the Company, appoint one or more investment managers to perform certain functions in relation to the investment management of a specific Sub-fund. Information on such appointed investment managers are provided, as applicable, in the relevant Special Part. The AIFM and all appointees, to whom functions of the AIFM are delegated, will receive a fee out of the respective assets of the Sub-fund concerned; the fee is detailed in the Special Parts relating to the Sub-funds concerned.

The AIFM employs a risk management process and also has risk management procedures and processes which enable it to monitor the risks of each Sub-fund. The AIFM maintains a liquidity management process to monitor the liquidity of the Sub-funds.



The AIFM has established policies and procedures and made arrangements to ensure the fair treatment of Investors. All rights and obligations to Investors, including those related to subscription and redemption requests, are set out in this Offering Memorandum and the Articles of Association. Information regarding the risk management process, liquidity management employed by the AIFM and how the AIFM complies with the coverage of professional liability is available upon request from the registered office of the AIFM.

## **8. VALUATION EXPERT**

The AIFM will perform the portfolio valuation in accordance with article 17(4) b of the AIFM Law. At any time, the AIFM may retain the support of valuation expert(s), if needed, in which case and for the sake of clarity, the AIFM shall remain the sole entity responsible for the valuation. In such case and in consideration for its valuation services, the valuation expert(s) shall receive a fee as described in the Special Part. Investors may obtain the relevant information regarding any valuation expert at the registered office of the Company.

## **9. DEPOSITARY & PAYING AGENT, DOMICILIATION & CORPORATE SERVICES AGENT**

The Company has appointed UBS Europe SE, Luxembourg Branch as its Depositary within the meaning of the Law of 13 February 2007 relating to specialised investment funds (SIF Law) and the Law of 12 July 2013 on alternative investment fund managers (AIFM Law) pursuant to the Depositary Agreement dated 10 May 2021.

The Company has also appointed the Depositary as Paying Agent.

The Depositary is a Luxembourg established branch of UBS Europe SE, a European Company (*Societas Europaea*), having its registered office in Frankfurt am Main, Germany, registered with the German Trade Register under number HRB 107046. UBS Europe SE, Luxembourg Branch has its address at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Company Register under number B 209.123.

### **Depositary duties**

The relationship between the Company, the AIFM and the Depositary is subject to the terms of the Depositary Agreement. Under the terms of the Depositary Agreement, the Depositary has been appointed for the safe-keeping of financial instruments that can be held in custody, for the record keeping and verification of ownership of other assets of the Company as well as to ensure for the effective and proper monitoring of the Company's cash flows in accordance with the provisions of the SIF Law, the AIFM Law and the Depositary Agreement.

In addition, the Depositary shall also ensure that:

- (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the Offering Memorandum and the Articles of Association;
- (ii) the value of the Shares is calculated in accordance with Luxembourg law, the Offering Memorandum and the Articles of Association;
- (iii) the instructions of the AIFM or the Company are carried out, unless they conflict with applicable Luxembourg law, the Offering Memorandum and/or the Articles of Association;
- (iv) in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits; and
- (v) the Company's incomes are applied in accordance with Luxembourg law, the Offering Memorandum and the Articles of Association.

The Depositary shall assume its duties and responsibilities in accordance with the provisions of the SIF Law and the AIFM Law. The Depositary must act honestly, fairly, professionally, independently and in the interest of the Company and its shareholders.

#### **Delegation and conflict of interests**

Financial instruments will be held in custody either directly or through other financial institutions (including any affiliates of UBS AG) to which the Depositary has delegated in accordance with the AIFM Law all or part of its safe-keeping duties according to the Depositary Agreement.

Prior to the appointment of any sub-custodian and sub-delegate and on an ongoing basis based on applicable laws and regulations as well as its conflict of interests policy, the Depositary shall assess potential conflicts of interests that may arise from the delegation of safekeeping functions.

The Depositary shall exercise all due skill, care and diligence both in relation to the selection and appointment as well as in the ongoing monitoring of the relevant sub-custodian or sub-delegate.

An up-to-date description of any safe-keeping functions delegated by the Depositary and an up-to-date list of these delegates and sub-delegate(s) can be found on the following webpage: <https://www.ubs.com/global/en/legal-info2/luxembourg.html>.

#### **Termination**

The Depositary Agreement has no fixed duration and each party may, in principle, terminate it on not less than three (3) months' prior written notice. The Depositary Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. Pending the appointment of a new depositary, which must take place at the latest within a period of two (2) months after the termination of the Depositary Agreement becomes effective, the Depositary shall take all necessary steps to ensure good preservation of the interests of the Company's investors. If the Company does not name the successor depositary in time, the Depositary may notify the CSSF of the situation.

#### **Liability**

The Depositary shall be liable for any loss or damage suffered by the Company resulting directly from the Depositary's gross negligence or wilful misconduct in the execution of the services under the Depositary Agreement, except in respect of the Depositary's duties under AIFM Law for which the Depositary shall be liable for any loss or damage suffered by the Company resulting directly from the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the AIFM Law.

The Depositary's liability shall not be affected by any delegation, unless otherwise stipulated in the AIFM Law, the SIF Law and/or the Depositary Agreement.

#### **Fees**

The Depositary is entitled to receive out of the net assets of the Company a remuneration for its services as agreed in the Depositary Agreement. In addition, the Depositary is entitled to be reimbursed by the Company for its reasonable out-of-pocket expenses and disbursements and for the charges of any correspondents.

The Depositary is not involved, directly or indirectly, with the business affairs, organization or management of the Company and is not responsible for the content of this document and thus accepts no responsibility for the accuracy of any information contained herein or the validity of the structure and investments of the Company. The Depositary has no decision-making discretion nor any advice duty relating to the Company's investments and is prohibited from meddling in the management of the Company's investments. The Depositary does not have any investment decision-making role in relation to the Company.

#### **Domiciliary and corporate Agent**

The Depositary is also appointed as domiciliary agent and corporate secretary of the Company. In such capacity, the Depositary is entrusted with the domiciliation of the Company and shall, in particular, allow the Company to establish its registered office at the registered office of the Depositary and provide facilities in the course of the day-to-day administration of the Company including the preparation of the general meetings.

## 10. CENTRAL ADMINISTRATION AGENT, REGISTRAR AND TRANSFER AGENT

Pursuant to a Central Administration Agreement, FIDUCENTER S.A., incorporated and existing under the laws of the Grand Duchy of Luxembourg, with registered office at 18, rue de l'Eau, L-1449 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register under number B 62789 has been appointed to provide services as the Company's Central Administration Agent, Registrar and Transfer Agent (the "**Administrative Agent**" or "**Registrar and Transfer Agent**")

In consideration of the services rendered, the Administrative Agent receives remuneration out of the assets of each relevant Sub-fund, as further disclosed in the relevant Special Parts of the Offering Memorandum.

## 11. PORTFOLIO MANAGERS AND INVESTMENT ADVISERS

### Investment Adviser / Portfolio Manager

The Company and/or the AIFM may appoint various specialist financial advisers and the AIFM, with the prior approval of the Company may appoint managers (each, "**Portfolio Manager**" or "**Investment Advisor**") to act as portfolio manager or investment advisor respectively for one or several Sub-funds under an investment advisor or investment management agreement. The Investment Advisers or Portfolio Managers acting for each Sub-fund are specified in the relevant Special Part of the Offering Memorandum. They shall have the powers as defined in the relevant Special Part of each Sub-fund. The Investment Advisers/Managers receive a fee which is indicated under "Fees and Costs" in the Special Part for each Sub-fund.

### Investment Committee

The AIFM may set up investment committees to assist in connection with the portfolio management of certain Sub-funds, as may be described from time to time in the respective Special Part of the Offering Memorandum.

## 12. INVESTMENT PROCESS

At least ten full bank business days in Luxembourg ("**Business Day**") prior to any proposed investment or divestment of the Portfolio Manager ("Proposed Investment") a detailed memorandum outlining the investment rationale for the Proposed Investment (the "Investment Memorandum") has to be submitted in writing by the Portfolio Manager to the key persons specified below (the "Key Persons").

As a general rule and unless otherwise provided in the relevant Special Part, prior to taking a final decision with respect to a Proposed Investment, the Portfolio Manager shall have obtained the prior favourable opinion on such Proposed Investment from the Key Persons, as well as the AIFM for validation decision from a risk management standpoint only, it being understood that such decision of the AIFM will be duly documented in accordance with the internal policies of the AIFM in this respect. The AIFM shall decide upon proposed transactions only with the prior favourable opinion/recommendation of the Key Person. Further to the validation by the AIFM, the ultimate investment decision shall be taken by the Portfolio Manager.

## 13. KEY PERSON

If, at any point in time prior to the completion of the dissolution of the Company the majority of the Key Persons ceases within a period of not more than three months to devote a sufficient amount of time to the operations of the Company (a "Key Person Event"), the investment activities and any subscription requests shall automatically be suspended ("Suspension") and the Company shall promptly notify its Investors of such Suspension and Key Person Event.

For the avoidance of doubt a Key Person Event shall not occur where the Company appoints a reasonable suitable replacement Key Person prior to the departure of the Key Person whereby the replacement Key Person has been appointed upon written recommendation of the departing Key Person prior to its departure.

Any Suspension shall not limit the ability of a Company (i) to consummate Investments pursuant to binding agreements entered into before the effective date of such suspension, (ii) to fund follow-on Investments in which the

Company has made an Investment prior to the suspension, (iii) to pay Operating Expenses (as defined herein) and any other obligations of the Company, including but not limited to, the Management Fee and indemnity obligations, if any, or (iv) to call capital for any other purpose permitted following a termination of the Investment Period (where relevant).

Upon a Key Person Event the Board shall have 60 calendar days to appoint replacement(s) for such departed Key Person(s) (each, a "**Replacement Key Person**"); provided, however, that any Replacement Key Person must be consented by the majority of the Founder Shares as specified in Section 17 of this Offering Memorandum ("**Consent**"), which Consent shall not be unreasonably withheld and upon the provision of which the Suspension shall be terminated.

If Consent is not achieved the shareholders of the Founder Shares may vote to terminate the Company ("**Dissolution Vote**"). If a Dissolution Vote may not be achieved the Board shall aim to select and appoint a replacement Portfolio Manager sufficiently experienced in the relevant investment strategy of the respective Sub-fund of the company within no longer than three months following the disapproval of the Dissolution Vote ("**Replacement Period**"). Upon appointment of the replacement Portfolio Manager the Suspension shall be terminated.

If during the Replacement Period a replacement Portfolio Manager shall not be appointed the holders of the Founder Shares may re-vote by way of Consent to terminate the Company. If in the re-vote the Consent to terminate the Company is not achieved the Suspension shall be terminated.

For the purposes of the above "**Key Persons**" means Andreas Muschik, member of the Board, and such other additional or replacement key persons as may be proposed by the Board upon Consent of the holders of the Founder Shares. The Offering Memorandum shall be amended in case Andreas Muschik is replaced as a Key Person.

## 14. PAYING AGENTS AND REPRESENTATIVES

The Company and/or the AIFM may conclude agreements with paying agents and/or representatives concerning the provision of certain administrative services, the distribution of Shares or the representation of the Company in other jurisdictions, as described (if applicable) in the relevant Special Part of the Offering Memorandum.

## 15. DISTRIBUTORS

The Company and the AIFM may appoint distributors ("**Distributors**") responsible for the offering and selling of Shares of each Sub-fund in various countries, subject to any applicable Luxembourg and local laws and regulations. The names of any local Distributors can be provided by the Company upon request. Distributors, if appointed, shall comply with the rules set forth in the section "Issue of Shares" below, notably with respect to anti-money laundering requirements and identification checks.

## 16. CONFLICTS OF INTEREST

### General

The AIFM, the Portfolio Manager or investment advisors (if any), the Depositary, the Administrative Agent and any other agent of the Company may from time to time act as AIFM, investment manager, investment adviser, depositary, administrator, distributor, placement agent or broker to, or be otherwise involved in, other investment vehicles which have similar investment objectives to those of the Company and any of its Sub-funds or may otherwise provide discretionary portfolio management or ancillary brokerage services to Investors with similar investment objectives to those of the Company and its Sub-funds. It is therefore possible that any of them may, in the course of their business, have potential or actual conflicts of interest with the Company and any of its Sub-funds. Each will at all times have regard in such an event to its obligations to act in the best interests of the Shareholders as far as reasonable practicable, while having regard to its obligations to its other clients. When undertaking any investments where conflicts of interest may arise, each will endeavor to resolve those conflicts in a manner that is reasonably fair to the Company and its Sub-funds. Conflicts may also arise as a result of the advisory, custody, administration,

distribution or brokerage or other services provided by any agent of the Company to other clients. Should conflicts of interest arise, a reasonable fair solution will be sought and conflicts will be resolved on an arm's length basis.

**Conflicts relating to the Alternative Investment Fund Manager and Portfolio Manager**

The AIFM or the Portfolio Manager may engage in a broad spectrum of activities, including sponsoring and managing a variety of public and private investment funds, funds of funds and separate accounts across various asset classes and providing financial advisory services. Although the relationships and activities should help enable these entities to offer attractive opportunities and service to the Sub-funds, such relationships and activities may create certain inherent potential conflicts of interest. In the ordinary course of business, the AIFM and the Portfolio Manager engage in activities where their interests or the interests of their clients may conflict with the interests of the Sub-funds or those of one investor, certain investors or a group of investors in a Sub-fund. The following discussion enumerates certain potential and actual conflicts of interest. The AIFM and the Portfolio Manager will always seek to avoid conflicts of interest wherever it is deemed practicable to do so. The AIFM and the Portfolio Manager have policies and procedures in place to monitor conflicts of interest. To the extent any actual conflicts of interest are determined to have arisen, the AIFM and the Portfolio Manager will manage such conflicts to minimise any impact on the investment performance, and will also reasonably seek to prevent them from reoccurring.

**By acquiring Shares in the Company, each Shareholder will be deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived any claims with respect to the existence and any potential or actual negative consequence for the Company and any of its Sub-funds resulting from any such conflict of interest.**

**Allocation of Investment Opportunities**

The AIFM and/or the Portfolio Manager manage and advise numerous accounts for clients, such as registered and unregistered funds and owners of separately managed accounts (collectively, "**Client Accounts**"). Client Accounts include funds and accounts in which the AIFM, the Portfolio Manager or their personnel have an interest ("**Sponsor Accounts**"). Certain of these Client Accounts may have investment objectives, and may utilise investment strategies, that are similar to those of the Sub-funds. As a result, certain investments may be appropriate for certain Sub-funds and also for other Client Accounts. The AIFMs and the Portfolio Manager's allocation of investment opportunities among various Client Accounts presents inherent potential conflicts of interest, particularly where an investment opportunity is limited. These potential conflicts may be exacerbated in situations where the Portfolio Manager or the AIFM is entitled to higher fees from certain Client Accounts than from other Client Accounts (including Sub-funds of the Company), where the Portfolio Manager making an allocation decision is entitled to an incentive fee, carried interest or other similar compensation from such other Client Accounts, or where there are differences in proprietary investments in the Sub-funds and Client Accounts. Commingled funds, for example, generally pay management fees based on a fixed percentage of assets under management and separate accounts and private investment funds often have more varied fee structures, including a combination of asset- and performance-based compensation or wrap fees that may be different than the compensation structure of Sub-funds of the Company. The prospect of achieving higher compensation or greater investment return from another private investment fund or separate account than from a Sub-fund may provide incentives for the AIFM or the Portfolio Manager to favour other private investment funds or separate accounts over any of the Sub-funds, for example, placing securities transactions that the AIFM or the Portfolio Manager believes could more likely result in favourable performance. It is the policy of the AIFM and the Portfolio Manager not to make decisions based on the foregoing interests or greater fees or compensation.

To address these potential conflicts, the AIFM and the Portfolio Manager have developed an allocation policy ("**Allocation Policy**"). The Allocation Policy is intended to ensure that investment opportunities are allocated fairly and consistently among Client Accounts over time, taking into account various factors including the Client Account's investment objective, guidelines and restrictions, available cash, portfolio construction considerations, the source of an investment, and liquidity needs.

The AIFM and the Portfolio Manager reserve the right to allocate investment opportunities appropriate for the investment objectives of the Sub-funds and other Client Accounts in any manner deemed reasonably fair and equitable by the AIFM and the Portfolio Manager in good faith in order to address legal, tax, regulatory, fiduciary, risk management and/or other considerations and, in all cases, consistent with the Allocation Policy and applicable law. The application of the Allocation Policy and the foregoing considerations may result in a particular Client Account,

including any of the Sub-funds, not receiving an allocation of an investment made by other Client Accounts following the same or similar strategy, or receiving a smaller allocation than other Client Accounts. Furthermore, as the investment programmes of the Sub-funds and the other applicable Client Accounts change and develop over time, additional issues and considerations may affect the Allocation Policy and the expectations of the AIFM and the Portfolio Manager with respect to the allocation of investment opportunities to a Sub-fund and other Client Accounts. The AIFM and the Portfolio Manager may change its Allocation Policy and guidelines relating thereto from time to time without the consent of or notice to the Shareholders.

As a general matter, Client Accounts participate only in investments sourced by the investment personnel or business unit directly responsible for managing the Client Account, allocated across such Client Accounts in accordance with the Allocation Policy. In the event a Sub-fund participates in investment opportunities sourced by personnel other than those directly responsible for managing the Sub-fund, investment opportunities generally will be allocated, in accordance with the Allocation Policy, first, among Client Accounts for which the Portfolio Manager-personnel sourcing the applicable investment opportunity are responsible, and, thereafter, in accordance with the Allocation Policy, among other Client Accounts managed by other AIFM or Portfolio Manager-personnel and groups. As a result, Client Accounts managed by the AIFM and the Portfolio Manager-personnel other than those directly responsible for managing the Sub-fund generally will have priority with respect to investment opportunities that would otherwise be appropriate for the Sub-fund. Shareholders should expect that a Sub-fund will be allocated such investment opportunities only to the extent that they have not been allocated to such other Client Accounts, and will be allocated a smaller portion of such investment opportunities than would otherwise have been the case if such investment opportunities had been sourced directly or had not been appropriate for such other Client Accounts.

Certain Client Accounts managed by the AIFM and/or the Portfolio Manager may have priority with respect to certain co-investment opportunities that would otherwise be appropriate for other Client Accounts also managed by the AIFM or the Portfolio Manager. For example, the Portfolio Manager may form an investment vehicle to invest in co-investment opportunities. In allocating such co-investment opportunities, priority may be given to such co-invest vehicles. As a result, there may be situations where the Sub-fund does not participate in certain investments that fit within its strategy to the fullest extent otherwise possible or at all. In certain circumstances, subject to the Allocation Policy, the AIFM and the Portfolio Manager may, in its discretion, provide co-investment opportunities to investors in Client Accounts, including ultimate investors, on terms determined by the Portfolio Manager; provided that co-investments offered to ultimate investors are subject to terms described in this Offering Memorandum. To the extent such co-investment opportunities are offered to the Company and other investors, it may present inherent conflicts of interest between the interests of the Sub-fund and the co-investors.

Side-by-side management by the AIFM or the Portfolio Manager of the Sub-fund and Client Accounts may also raise other potential conflicts of interest, including those associated with allocating expenses attributable to the Sub-fund and one or more other Client Accounts, management time, services and functions among the Sub-fund and such Client Accounts, and the AIFM or the Portfolio Manager acts as agent for the Sub-fund in relation to transactions in which it is also acting for itself or as agent for a Client Account.

#### Activities of Other Client Accounts

Sub-funds may invest in indebtedness of issuers in which the AIFM, the Portfolio Manager or a Client Account has a direct or indirect equity or other interest or in which the AIFM, the Portfolio Manager or another Client Account is also an investor and one or more Client Accounts may invest in indebtedness for the Sub-fund. Any such indebtedness may be acquired either directly or indirectly through syndicate or secondary market purchases. Such investments may benefit the AIFM, or the Portfolio Manager or Client Accounts. In addition, the AIFM or the Portfolio Manager may be incentivised not to undertake certain actions on behalf of the Sub-fund in connection with such investments, including the exercise of certain rights that the Sub-fund may have as a creditor, in view of a AIFM's or Portfolio Manager or Client Account's involvement with the relevant issuer or position is such debt. Notwithstanding these potential conflicts of interest, the Portfolio Manager will only make investment decisions on behalf of the Sub-funds in accordance with applicable law, in good faith and in a manner that is consistent with its fiduciary obligations to the Sub-funds, without regard to the benefits to the AIFM, Portfolio Manager or other Client Accounts.

#### Certain Affiliate Transactions

Subject to applicable law and contractual duties to clients, the AIFM and the Portfolio Manager, may, from time to time, and without notice to the Company or Shareholders, in-source or outsource to third parties, including parties which are affiliated with the AIFM or the Portfolio Manager, certain processes or functions in connection with a variety of services that they provide to the Company and its Sub-funds in their administrative or other capacities. Such in-sourcing or outsourcing may give rise to potential conflicts of interest. The AIFM and the Portfolio Manager will reasonably manage such conflicts of interest.

#### Other Management Responsibilities

The employees of the AIFM and Portfolio Manager and members of the Investment Committee (if any) are not under any obligation to devote all of their professional time to the affairs of the Sub-funds, but will devote such time and attention to the affairs of the Sub-funds as the Portfolio Manager and the AIFM, respectively, determine in their sole discretion is necessary to carry out the operations of the Sub-funds. Employees of the AIFM and the Portfolio Manager and members of the Investment Committee engage in other activities unrelated to the affairs of the Sub-funds, including managing or advising other Client Accounts, which presents potential conflicts in allocating management time, services and functions among the Sub-funds and other Client Accounts since the time and effort of such persons will not be devoted exclusively to the business of the Sub-funds but will be allocated among the business of the Sub-funds and the management of the monies of other Client Accounts.

#### Issues Relating to the Valuation of Assets by the Manager

A significant portion of the securities and other assets in which the Sub-funds may directly or indirectly invest may not have a readily ascertainable market value and, subject to applicable law, may be valued by the AIFM or the Portfolio Manager, in accordance with the Sub-funds valuation guidelines and the AIFM's valuation policies. The AIFM is responsible for the valuation of Investments of the Sub-funds and in the event a third party provides valuation services to the Sub-fund, the Portfolio Manager generally would make recommendations and advise with respect to such valuation.

The AIFM may face a conflict of interest in valuing the securities or assets in the Sub-fund's portfolio that lack a readily ascertainable market value as the value of the assets held by the Sub-funds may affect the compensation of the AIFM and the Portfolio Manager including any management fees. The AIFM will value such securities and other assets in accordance with the AIFM's valuation policies; however, the manner in which the AIFM exercises its discretion with respect to valuation decisions will impact the valuation of securities of the Sub-funds and, as a result, may adversely affect certain Investors and, conversely, may positively affect the AIFM or the Portfolio Manager.

In addition, various divisions and units within the AIFM or the Portfolio Manager and its affiliates are required to value assets, including in connection with managing or advising other Client Accounts. These various divisions, units and affiliated entities may, but are under no obligation to, share information regarding valuation techniques and models or other information relevant to the valuation of a specific asset or category of assets. Regardless of whether or not the AIFM has access to such information, to the extent the AIFM values the assets held by the Sub-funds, the AIFM will value Investments according to its valuation policies, and may value an identical asset differently from such other divisions, units or affiliated entities.

#### Other Services and Activities of the AIFM or the Portfolio Manager

The AIFM and/or the Portfolio Manager may provide financial, consulting and other services to, and receive compensation from, an entity which is the issuer of a security held by the Sub-fund. In addition, the AIFM and/or the Portfolio Manager may purchase investments (including securities) from, sell investments (including securities) or lend funds to, or otherwise deal with, any entity which is the issuer of a security held by the Sub-funds. In addition, it is possible that the Portfolio Manager receive certain transaction fees from companies the securities of which the Portfolio Manager wishes to purchase or sell on behalf of the Sub-funds in connection with structuring, negotiating or entering into such investment transactions, as well as ongoing advisory or monitoring fees. Any fees or other compensation received by the Portfolio Manager in connection with such activities will not be shared with the Sub-funds or any ultimate investor.

Fees and expenses may also be earned by the AIFM and/or Portfolio Manager or its personnel if such personnel serve as directors or officers of companies the securities of which the Portfolio Manager wishes to purchase or sell.

It is also likely that the Sub-fund will have multiple business relationships with and will invest in, engage in transactions with, make voting decisions with respect to or obtain services from entities for which the AIFM and/or Portfolio Manager performs or seeks to perform certain financial services.

Subject to any policies established by the Board, when arranging investment transactions for the Sub-funds, the AIFM and/or the Portfolio Manager will seek to obtain the best net results for the Sub-funds, taking into account such factors as price (including the applicable brokerage commission or dealer spread), size of order or difficulty of execution. Therefore, whilst the AIFM and the Portfolio Manager will generally seek reasonably competitive commission rates, the Sub-funds will not necessarily pay the lowest commission or spread available.

**THE FOREGOING LIST OF POTENTIAL AND ACTUAL CONFLICTS OF INTEREST DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OF THE CONFLICTS ATTENDANT TO AN INVESTMENT IN THE SUB-FUNDS. ADDITIONAL CONFLICTS MAY EXIST THAT ARE NOT PRESENTLY KNOWN TO THE AIFM OR THE PORTFOLIO MANAGER, OR THEIR RESPECTIVE AFFILIATES OR ARE DEEMED IMMATERIAL. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE OFFERING MEMORANDUM AND THE ARTICLES OF ASSOCIATION AND CONSULT WITH THEIR INDEPENDENT ADVISERS BEFORE DECIDING WHETHER TO INVEST. IN ADDITION, AS THE INVESTMENT PROGRAMME OF THE SUB-FUNDS AND CHANGES OVER TIME, AN INVESTMENT IN THE SUB-FUND MAY BE SUBJECT TO ADDITIONAL AND DIFFERENT ACTUAL AND POTENTIAL CONFLICTS OF INTEREST.**

## 17. DESCRIPTION OF SHARES

### General

Under the Laws of Malta the Company has been constituted as a multi-fund company with authorized share capital of five billion euro (EUR 5,000,000,000). Further under the Laws of Malta shares of the Company have been issued in the form of founder shares ("**Maltese Founder Shares**") and investor shares ("**Investor Shares**"). One thousand five hundred and one (1,501) Maltese Founder Shares with no nominal value were issued to InvestInvent AG, Zürich (Company Reg. No.: CHE-109689514). All other shares of the Company have been issued in the form of Investor Shares with no par value. The Maltese Founder Shares carried the right to one vote each and were the only Class of Shares in the Company carrying voting rights. Maltese Founder Shares did not carry a right to receive any distribution profits or the right to receive any capital gains in the shares. Investor Shares carried no voting rights but participated in the assets of the respective Sub-fund and in any dividends, and were entitled to distributions of the Company relating to the respective Sub-fund, upon liquidation.

As per the effective date of the relocation of the Company from Malta to Luxembourg

Maltese Founder Shares continue to exist subject to Luxembourg Law and continue to be owned by InvestInvent AG ("**Founder Shares**") whereby the Founder Shares continue to carry the right to one vote each. The Founder Shares continue to not carry the right to receive any distribution profits or the right to receive any capital gains in the shares (subject to any alternative provision as may be included in the relevant Special Part).

The Company shall issue Founder Shares within each Sub-fund(s) upon the creation thereof, as applicable.

Investor Shares continue to exist subject to Luxembourg law whereby Investor Shares continue to carry no voting rights but participate in the assets of the respective Sub-fund and are entitled to distributions of the Company relating to the respective Sub-fund.

All Shares remain to have no par value upon the effective date of the re-domiciliation. The Company issues Shares for each Sub-fund only in registered form. No bearer shares are issued. Ownership of registered Shares is demonstrated by the entry in the shareholders' register. No physical Share certificates will be issued. Shares are also issued in fractions, which are rounded up or down to three decimal places.

Each Investor Share and fraction thereof grants a right to participate in the profits and result of the Sub-fund in question. Each whole Founder Share entitles its owner to a vote, which he may exercise at the general meeting of shareholders or the separate meetings of the Sub-fund in question either in person or through a proxy.



The Shares are transferable without restrictions other than those inherent to the 2007 Law unless the Company, in accordance with the Articles of Association of the Company, has restricted ownership of the Shares to specific persons or organizations ("**restricted category of purchasers**").

**Classes of Shares:** In the corresponding Special Part of the Offering Memorandum, the Company may also specify the issue of different Classes of Shares with different minimum subscriptions, forms of distribution, fee structures and currencies or other features. Where a Class of Shares is offered in a currency other than that of the Sub-fund concerned, it must be identified as such. The Shares in these Classes of Shares may be fully or partly hedged against the currency of the Sub-fund. Where such currency hedging is applied, the entity in charge of such currency hedging may, in relation to the Sub-fund concerned and exclusively for this Class of Shares, perform foreign exchange forward transactions, currency futures transactions, currency options transactions and currency swaps, in order to preserve the value of the currency of the Class of Shares against the currency of the Sub-fund. Where such transactions are performed, the effects of this hedging shall be reflected in the net asset value and hence in the performance of the Class of Shares. Similarly, any costs due to such hedging transactions shall be borne by the Class of Shares in which they were incurred. Such hedging transactions may be performed regardless of whether the currency of the Class of Shares rises or falls in relation to the currency of the Sub-fund. Therefore, where such hedging is carried out, it may protect the investor in the corresponding Class of Shares against a fall in the value of the currency of the Sub-fund relative to the currency of the Class of Shares, though it may also prevent the investor from profiting from an increase in the value of the currency of the Sub-fund.

## 18. RESTRICTIONS ON OWNERSHIP

The Company has been organized under the 2007 Law. Consequently, the sale of Shares in the Company and of each Sub-fund thereof is restricted to qualified investors as defined in article 2 of the 2007 Law (a "**Qualified Investor**").

Are regarded as a Qualified Investor either (i) an Investor which qualifies as an institutional investor within the meaning of article 2 of the 2007 Law (an "**Institutional Investor**"), (ii) an investor who qualifies as professional investor under Annex II of Directive 2014/65/EU on markets in financial instruments (so called MiFID II) as amended or supplemented from time to time or may, on request, be treated as such (a "**Professional Investor**") or (iii) an investor who: (x) adheres in writing to the status of well-informed investor and (y) either invests a minimum of one hundred thousand Euros (EUR 100,000) in the Company or benefits from a certificate delivered by a credit institution, another professional of the financial sector within the meaning of Directive 2004/39/EC on markets in financial instruments or a management company within the meaning of Directive 2009/65/EC stating that he is experienced enough to appreciate in an adequate manner an investment in a specialised investment fund (a "**Well-informed Investor**").

The above conditions do not apply to the Directors and other persons taking part in the management of the Company or particular Sub-funds.

A key information document ("**KID**") in compliance with the relevant provisions of Regulation (EU) 1286/2014, as amended, and Commission Delegated Regulation (EU) 2017/653, as well as the provisions of this Offering Memorandum will be published for each share class available to future retail investors within the meaning of Directive 2014/65/EU ("**Retail Investor**"). KID are to be handed over to such Retail Investors in good time prior to their subscription in the Company and would be (i) provided to the Retail Investor using a durable medium other than paper or (ii) available under a website to be then provided and can be obtained in paper form free of charge upon request to the AIFM.

The Company will not accept to issue Shares to persons or companies who it does not consider as Qualified Investors for the purpose of the 2007 Law. Further, the Company will not give effect to any transfer of Shares (if any) to persons and/or entities that are not Qualified Investors. The Company will, at its full discretion, refuse the issue or the transfer of Shares if there is not sufficient evidence that the person or company to which the Shares are sold or transferred is a Qualified Investor.

Qualified Investors subscribing in their own name, but on behalf of a third party, must certify to the Company that such subscription is made on behalf of a Qualified Investor as aforesaid and the Company may require, at its sole discretion, evidence that the beneficial owner of the Shares is a Qualified Investor.

More generally, the Company may:

- a) reject at its discretion any application for Shares;
- b) compulsorily redeem at any time Shares held by shareholders who, in the opinion of the Company, are excluded from purchasing or holding Shares.

An investor who is a Qualified Investor due to his minimum investment as described above will lose his Qualified Investor Status, and all his Shares in the relevant Sub-fund will then be redeemed or if applicable, be converted:

- a) if the value of his shareholding in the relevant Sub-fund (calculated as the aggregate NAV per Share) falls below the threshold of EUR 100,000 (or equivalent in the currency of the relevant Sub-fund) due to a redemption, conversion or transfer of Shares; and/or
- b) if the value of his shareholding in the relevant Sub-fund (calculated as the aggregate NAV per Share) has fallen below the threshold of EUR 100,000 (or equivalent in the currency of the relevant Sub-fund) and the investor requests a redemption or conversion or operates a transfer of Shares of the relevant Sub-fund.

In respect of a given Sub-fund or Class of Shares additional restrictions may be imposed. These shall then be described in the relevant Special Part.

Furthermore, the attention of investors is drawn to the “**Introduction**” section of this Offering Memorandum in relation to restrictions on selling of Shares.

## 19. ISSUE OF SHARES

Shares may be bought on a subscription basis or a commitment basis.

### **Subscriptions – General Remarks**

Following the initial issue, Shares may be offered for sale on each Dealing Day, as defined in the Special Part of each Sub-fund. Subscription requests may, as the case may be, either be sent to one of the Distributors which will forward them to the Transfer Agent, or directly to the Transfer Agent for the attention of the Company. All subscriptions for Shares in Sub-funds received by the Transfer Agent no later than the “cut-off time”, as in each case defined in the Special Part will be settled at the Issue Price determined on relevant Dealing Day as defined in the relevant Special Part. Subscriptions received by the Transfer Agent after this time will be settled at the Issue Price of the Valuation Day relating to the following Dealing Day. To ensure punctual transmission to the Transfer Agent, applications placed with Distributors may be subject to earlier cut-off times for the delivery of subscription applications. These times may be obtained from the respective Distributor. Shares are subscribed for at an unknown net asset value (forward pricing). The application procedure (application and confirmation, registration) is described in the Special Part regarding each Sub-fund.

### **Commitments**

Where specified in the relevant Special Part, commitments to a Sub-fund may be made at one or more closings determined by the Board for the relevant Sub-fund (a “**Commitment**”).

Duly executed commitment agreements must be received by the Administrative Agent at least 10 Full Bank Business Day in Luxembourg before the relevant closing, unless otherwise provided for in the relevant Special Part. Payment of the subscription price for the Shares subscribed at a closing must be received by the Administrative Agent on or before the date mentioned on the Drawdown Notice (as defined hereinafter).

After the relevant closing, the Board or its duly appointed agent shall provide each shareholder with a written notice of each occasion on which it is required to make an advance of its undrawn commitment (a

“**Drawdown Notice**”). Such notice will generally be sent at least five Full Bank Business Days in Luxembourg prior to the date on which such Commitment is due and payable. Shares will be issued in accordance with the procedure described in the relevant Special Part. Other requirements regarding the timing and amounts of Drawdown Notices and each shareholder’s obligation to make advances of undrawn commitment may apply as set out in each relevant Special Part.

The Drawdown Notice shall include brief details of the proposed uses of the Commitment to be advanced, including details of any proposed investments, provided that the requirement to make such disclosures shall not apply where the Board, in its absolute discretion, determines that such disclosures would be prejudicial to the Company, the Board, the AIFM, the investment manager (if any) or investment advisor (if any) or any of their respective affiliates and shall be subject to any applicable confidentiality obligations.

#### Subsequent Closings

The Board or its duly appointed agents may, at their discretion, allow one or more closings within a period of time after the initial closing (each a “**Subsequent Closing**”), as and if specified in each Special Part. New investors making Commitments at a Subsequent Closing may be subject to a drawdown in an amount stipulated by the Board, as further described in the relevant Special Part. After the last closing (“**Final Closing**”) as specified in the relevant Special Part, no new Commitments will be accepted.

In order to ensure equal treatment of the shareholders of a Sub-fund and compensate existing shareholders in a Sub-fund during earlier closings, a fee may be charged on Commitments made on each Subsequent Closing in an amount to be determined at the discretion of the Board, subject to such maximum as may be set out in the relevant Special Part (the “**Subsequent Closing Fee**”). The Subsequent Closing Fee will be communicated to prospective investors prior to their respective commitment agreements being accepted by the Board in respect of a Subsequent Closing.

#### Default on Drawdown

Because a failure by an investor to meet a drawdown may cause a Sub-fund to default on its obligations to its investments, the Board may exercise a number of remedies against a defaulting investor (the “**Defaulting Investor**”) as further set forth in the relevant Special Part.

#### Commitment Period

Commitments may be drawn down within a period of time not exceeding such period, as specified in the relevant Special Part (the “**Commitment Period**”) unless otherwise specified in the relevant Special Part. After the expiration of the Commitment Period, shareholders will be released from any further obligation with respect to their Undrawn Commitments, except as provided in the following paragraph “Follow-on Investments”.

#### Follow-on Investments

At the expiration of the Commitment Period, a Sub-fund may also make Drawdowns to the extent necessary (i) meet capital calls and liabilities and obligations of existing investments of such Sub-fund; (ii) meet capital calls and liabilities and obligations of investments, in each case, which have been decided by the Sub-fund prior to the expiration of the Investment Period but in which the Sub-fund has not, prior to the end of the Commitment Period either legally committed to and/or the Sub-fund has not yet been admitted as an investor; (iii) invest in UCIs and/or complete other investments which the Sub-fund legally committed to; (iv) make follow-on investments in investments or, in the event investors in a UCI are provided with an option to increase their commitment or undrawn commitment to a such UCI pursuant to a restructuring or reorganization of such UCI, making an increased commitment or increasing a Sub-fund's undrawn commitment in respect of such UCI or relevant vehicle established as a part of such restructuring or reorganization; (v) pay ongoing fees, expenses and liabilities attributable to the Sub-fund and/or the Company (including fees of the AIFM, Investment Managers, Investment Advisor, fees of services providers such as the Depositary and the auditors of the Company and costs and expenses attributable to the Sub-fund's investments and ongoing operations); (vi) pay any costs, expenses or taxes attributable to the Sub-fund and/or the Company; (vii) ensure that a sufficient reserve for working capital purposes is established; and (viii) meet any other obligations or liabilities attributable to the Sub-fund and/or the Company (including, without limitation, any indemnification obligations or borrowing/guarantee obligations). For the avoidance of doubt, no Shareholder shall have to make any contribution in excess of its Undrawn Commitment.

The relevant Special Parts may derogate from the foregoing provisions.

#### **Prevention of Money Laundering**

The Company and the AIFM retain the right to reject subscriptions in full or in part, in their full discretion. In this case, any payments or credits already made would be returned to the subscriber. In addition, the Company and

the AIFM may refuse to accept new applications from new investors for a specific period if this is in the interest of the Company and/or shareholders, including situations where the Company or a Sub-fund have reached a size such that they can no longer make suitable investments.

The Registrar and Transfer Agent or, as the case may be, any Distributor, must at all times comply with the provisions of the Luxembourg law on the prevention of money laundering, and in particular the law of 7th July 1989, which amends the law of 19th February 1973 on the sale of drugs and the combating of drug dependency, the law of 12th November 2004 on the combat against money laundering and terrorist financing and of the law of 5th April 1993 on the financial sector, as amended, as well as other relevant laws or regulations passed by the government of Luxembourg or by supervisory authorities.

Subscribers of Shares must inter alia prove their identity to the Registrar and Transfer Agent or the Distributor (if any), whichever accepts their subscription request. The Registrar and Transfer Agent or such Distributor both acting as delegate of the Company and/or the AIFM must request from subscribers the following identity papers: in the case of natural persons a certified copy of the passport or identity card (certified by the local government administration); in the case of companies or other legal entities a certified copy of the certificate of incorporation, a certified copy of the extract from the commercial register, a copy of the latest published annual accounts, the full name of the beneficial owner. The Company may at any time require confirmation of compliance from the Registrar and Transfer Agent and/or the Distributor (if any). If applicable, the Registrar and Transfer Agent checks compliance with the aforementioned rules in all subscription/redemption requests which it receives from any Distributors in non-FATF countries. In case of doubt as to the identity of the party applying for subscription or redemption because of inadequate, inaccurate or lack of identification, the Registrar and Transfer Agent is authorized, without involving costs, to suspend or reject subscription/redemption requests for the reasons cited above. Any appointed Distributors must additionally comply with all provisions for the prevention of money laundering which are in force in the countries where they are domiciled and where they do business.

FATF or GAFI countries are those which comply with the provisions of the Financial Actions Task Force ("*Groupe d'action financière internationale*").

Where the Shares are subscribed through an intermediary acting on behalf of his customers, the Company and the AIFM shall put in place enhanced customer due diligence measures for this intermediary, in accordance with the CSSF Regulation N° 12-02 of 14 December 2012 on the fight against money laundering and terrorist financing.

The Company and the AIFM perform a specific due diligence and regular monitoring and apply precautionary measures on both the liability and asset side of the balance sheet (*i.e.* including in the context of investments/divestments), in accordance with the law of 12th November 2004 on the combat against money laundering and terrorist financing and the Circular 18/698 of the CSSF.

The Company should assess, using its risk based approach, the extent to which the offering of its products and services presents potential vulnerabilities to placement, layering or integration of criminal proceeds into the financial system. As a general rule, the Company and the AIFM will perform target financial sanction screening as well as counter proliferation financing screening on the assets acquired by the Company.

More specifically, and in line with the recommendations and guidelines of the Financial Action Task Force, in the context of private equity transactions in which the investment fund acts as seller or buyer, as a rule an enhanced due diligence on the seller/buyer, using the risk based approach is performed. A reduction of such enhanced due diligence on the seller/buyer may only exceptionally be acceptable to the extent the seller/buyer is regulated for AML/CTF purposes in a jurisdiction deemed equivalent for the purposes of AML/CTF.

Due diligence on the seller/buyer in the context of an investment or divestment entails a targeted financial sanctions screening and in principle an identification and verification of the identity of the seller/buyer as well as of any beneficial owner.

#### **Excessive Trading Practices**

Subscriptions and redemptions are made for investment purposes only. The Company will not permit market timing or any other excessive trading practices. Such practices may be detrimental to the performance of the Sub-funds, thereby interfering with the management of the portfolio. To minimize these negative consequences, the Registrar and Transfer Agent and the Company may refuse subscription and switching applications (if any) from investors

whom they believe to be carrying out, or to have carried out, such practices or whose practices would adversely affect the other investors.

The Company may also compulsorily redeem the Shares of a shareholder of whom it reasonably believes engages in or has engaged in such practices. It shall not be liable for any gain or loss resulting from such rejected applications or compulsory redemptions.

### Issue Price / Sales Charge

For Sub-funds issuing Shares on a subscription basis the Issue Price is based on the NAV per Share on the applicable Valuation Day, and the Issue Price is determined or rounded in accordance with the principles detailed in the relevant Special Part of each Sub-fund. If applicable, the sales charge, payable to a Distributor or to the Company and expressed as a percentage of the amount invested, are laid down in the Special Part of each Sub-fund. Unless otherwise provided in the relevant Special Part, a Distributor - as further described in the relevant Special Part - is entitled to offer the Shares without a sales charge ("no front-end load"), and in return, to charge a redemption fee as specified in the Special Part. In the case of larger transactions, the Distributor may waive all or part of the sales charge to which it is entitled. For Sub-funds issuing Shares on a commitment basis, the Issue Price will be set out in the relevant Special Part.

### Minimum Amounts

Each Special Part may foresee minimum investment amounts and/or minimum holding amounts with regard to one or several specific Sub-funds and/or Classes of Shares.

### Payments

The full purchase price of the Shares subscribed on a subscription basis must be received in cleared funds by the Depositary or its agent in the reference currency of the Class of Shares concerned not later than the date specified in the relevant Special Part of the Offering Memorandum. Unless otherwise specified in the relevant Special Part, no interest will be paid on payments received prior to the closing date of any initial offer period or prior to any Valuation Day. The Company is entitled to re-process or retroactively refuse subscriptions for which the amount subscribed for is not credited within the specified term.

In principle, the Shares are allocated to the Shareholders on the day on which the incoming subscription is recorded in the accounts (so-called contractual settlement). However, if the Registrar and Transfer Agent has been instructed to only consider subscriptions as received once the total amount subscribed has been credited to the Depositary (so-called cleared funds settlement), then the shareholders will be recorded in the register on such day on which the receipt of the amount subscribed is booked.

The subscriber should instruct his bank to transfer the amount due to the currency account indicated below for the beneficiary, InvestInvent Funds SICAV-SIF, together with the exact identity of the subscriber(s), the Sub-fund(s), the Shares of which are to be subscribed, and (if applicable) the currency and Class of Shares to be subscribed for in the Sub-fund.

Payments in the respective currencies must be credited to the following accounts by the cut-off time ("**Cut-off Time**" for payments – Luxembourg local time) on the day indicated for this purpose in the applicable Special Part, where "SD" corresponds to the Settlement Date indicated on the settlement of the Registrar and Transfer Agent. If the credit entry is later, the subscriber may be charged any interest due:

Ccy	Correspondent Bank BIC	Beneficiary Account number	Beneficiary Account name	Cut off
CHF	UBS AG	UBS EUROPE SE, Luxembourg Branch	CH520031531506080505X	12:00 CET
EUR	UBS Europe SE	UBS EUROPE SE, Luxembourg Branch	DE66501306000513900013	14:00 CET

Once the subscription application has been processed, an order confirmation will be issued and will be sent to the shareholder after the order has been executed.

For Shares issued on a commitment basis, the payment of the Shares to be issued will be detailed in the relevant Special Part and/or Drawdown Notice.

Contributions shall only be made in cash.

#### **Nominee Service**

Investors can subscribe Shares directly from the Company. As the case may be, investors may also purchase Shares in a Sub-fund by using nominee services offered by a financial intermediary. A nominee then subscribes and holds the Shares in its own name but for the account of a Qualified Investor and confirms the subscription of the Shares to the investor by means of a letter of confirmation. Nominees are either domiciled in countries that have ratified the resolutions adopted by the Financial Actions Task Force ("**FATF**" or *Groupe d'action financière internationale* "**GAFI**") or execute transactions through a correspondent bank domiciled in a FATF country. Investors who use a nominee service may issue instructions to the nominee regarding the exercise of votes conferred by their Shares as well as request direct ownership by submitting an appropriate request in writing to the relevant nominee.

Shares issued on a Commitment basis can only be held through a nominee with the prior consent of the Company.

## **20. REDEMPTION, SWITCHING AND TRANSFER OF SHARES**

#### **General Information on Redemption**

Unless otherwise provided in the respective Special Part of the Offering Memorandum, Shares may be redeemed at the request of the shareholders. The shareholder must address an application for redemption of Shares to the Company (for the attention of the Registrar and Transfer Agent in writing, either directly or through a Distributor), prior to the "cut-off time" as in each case specified in the Special Part no later than the last day of the redemption time limit specified in the relevant Special Part. Redemption requests received after such redemption time limit are dealt with on the next following Dealing Day. To ensure punctual forwarding to the Registrar and Transfer Agent, applications placed with Distributors may be subject to earlier cut-off times for the delivery of redemption applications. These times can be obtained from the Distributor concerned.

Shares are redeemed at an unknown net asset value (forward pricing). The price of each Share offered for redemption ("**Redemption Price**") is based on the net asset value per Share of the relevant Sub-fund on the Valuation Day relevant for a given Dealing Day, determined or rounded in accordance with the principles set out in the relevant Special Part. In order to allow the Redemption Price to be calculated on such Valuation Day, the Company must have received the complete redemption application. The Redemption Price may be obtained from the registered office of the Company or, if applicable, from any appointed Distributor. The value of Shares at the time of redemption may be higher or lower than their purchase price depending on the market value of the assets of the Company at the time of purchase/redemption. All redeemed Shares are cancelled.

#### **Redemption Fee**

If no sales charge has been charged ("no front-end load"), the Distributor or the Company may charge a redemption fee, provided this is specified in the relevant Special Part.

#### **Payments**

Payments are normally made in the currency of the relevant Sub-fund or Class of Shares within the period specified in each case by the relevant Special Part.

#### **Redemption In-Kind**

In special cases, the Company's Board may decide, at the request or with the agreement of a shareholder, to pay the redemption proceeds to the shareholder in the form of a full or partial payment in kind. It must be ensured that all shareholders are treated equally and the Company's auditor must independently confirm the valuation of the payment in kind.

#### **Compulsory Redemption**

If, upon execution of a redemption application for part of the Shares of a Sub-fund, the total number of Shares held by the relevant shareholder in one of these Sub-funds falls below the minimum amount set out in the relevant Special Part or below the minimum number otherwise determined by the Board, the Company is entitled to redeem all remaining Shares in the relevant Sub-fund that are owned by that shareholder.

#### **Redemption Deferral**

If any application for redemption is received in respect of any relevant Valuation Day (the “**First Valuation Day**”) which either alone or when aggregated with other applications so received, represents five percent (5%) or more of the Net Asset Value of a Sub-fund, the Board, in coordination with the AIFM, reserves the right in its sole and absolute discretion (and in the best interests of the remaining Shareholders) to scale down pro rata each application with respect to such First Valuation Day so that not more than five percent (5%) of the Net Asset Value of the relevant Sub-fund be redeemed on such First Valuation Day.

To the extent that any application is not given full effect on such First Valuation Day by virtue of the exercise of the power to pro-rate applications, it shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the relevant Shareholder(s) in respect of the next Valuation Day and, if necessary, subsequent Valuation Days, until such application(s) shall have been satisfied in full. With respect to any application received in respect of the First Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to the First Valuation Day, but subject to the limits and conditions above.

In addition to the above, the Board may refuse to proceed with the redemption of Shares, when, at its sole discretion, such redemption may be detrimental to the interests of the Sub-fund and of the remaining Shareholders, including when the Sub-fund experiences liquidity constraints. In the shareholders’ interests, such a suspension must be lifted again as quickly as possible.

The Special Parts may also provide for different modalities for individual Sub-funds. Such applications for redemption or switching that have been affected by a postponement will take precedence over applications received subsequently.

#### **Switching**

Except if expressly provided for in the relevant Special Part, shareholders are not entitled to switch their Shares for Shares in another Sub-fund.

#### **Transfer and Transmission of Shares**

All requests for transfers of Shares in any of the Sub-funds shall be effected by a transfer in writing in any usual or common form or in such other form as that Board may from time to time determine. Such requests for transfers of Shares may be declined unless the instrument of transfer is deposited at the registered office of the Company or at such other place as the Company may reasonably require with such other evidence as the Company may reasonably require showing the right of the transferor to make the transfer. The registration of transfers may be suspended at such times and for such periods as the Company from time to time may determine, PROVIDED ALWAYS that such registration of transfers shall not be suspended for more than thirty days in any one calendar year. The official instrument of transfer/assignment of a Share shall be signed by or on behalf of the transferor/assignor and the transferee/assignee. The transferor/assignor shall be deemed to remain the holder of the Share until the transferee/assignee has completed any procedural acts required by the relevant Administrative Agent and/or the Company, and the name of the transferee/assignee has thereafter been entered in the Register accordingly.

Conditions of transfer may be further specified in the relevant Special Part.

## **21. FAIR TREATMENT OF SHAREHOLDERS AND SIDE LETTERS**

In performing its duties the Board, the AIFM and the Portfolio Manager shall ensure the equal treatment of all Shareholders of a Sub-fund and shall act in the best interest of the Shareholders as a whole.

The Board and the AIFM and the Portfolio Manager and each of their respective affiliates may enter into a side letter or similar written agreement with an Investor, without the approval of any other Investor or any other person or entity, which has the effect of establishing rights under or supplementing the terms set forth in this Offering

Memorandum or the Articles of Association. Matters provided for in side letters may include, without limitation: arrangements with respect to rebates, required or permitted withdrawals, most favoured nation rights (i.e. the rights to receive favourable rights or economic arrangements that may be afforded to other Investors), the substance and manner of reports, and any other matter deemed appropriate by the Company, the AIFM or the Portfolio Manager in their sole discretion, in each case to the extent that such side letter or other written arrangement is in compliance with applicable laws and regulations and the Offering Memorandum and the Articles..

Such rights may be granted based on factors like (i) size of the investment, (ii) seed support during the launch of a Sub-fund, (iii) the type, category, nature, specificity or any feature of the particular Investor, (iv) the involvement in, or participation to, the a Sub-funds' management or activities (whether past, present and/or future; in each case only to the extent permitted under applicable laws) in general, or (vi) any other criteria, element or feature as may be determined from time to time by, and in the discretion of, the Board, the AIFM or the Portfolio Manager, to extent that such is not inconsistent with applicable laws and regulations. At the time of this Offering Memorandum the Company has entered into side letters with certain Investors relating to fee rebates based on their size of investment relating to the Sub-fund.

## 22. DISTRIBUTION POLICY

In each Sub-fund, the Board may issue accumulation shares ("**Accumulation Shares**") and distribution shares ("**Distribution Shares**"). Accumulation Shares capitalise their entire earnings whereas Distribution Shares may pay a distribution to their holders. No distribution may be made if, as a result, the Net Asset Value of the Company would fall below EUR 1,250,000. Interim dividends may be distributed as the Board may determine in compliance with applicable law. Distributions declared and not claimed within five (5) years from the date of declaration, shall be forfeited and reverted to the relevant Sub-fund. No interest will be paid on declared distributions and held at the disposal of the beneficiary. In addition to the above, specific rules applying to distributions may be foreseen for a Sub-fund in the relevant Special Part of the Offering Memorandum.

## 23. INDEMNIFICATION

To the fullest extent permitted by applicable law the Company shall indemnify out of the assets of the Company any current or former member of the Board against any loss, claims, costs, charges and expenses, liability or damages which they may suffer relating to their activities as board member save where the Director has acted gross negligently, with willful misfeasance or in bad faith.

No indemnified person, i.e. the Board, the AIFM, the Portfolio Manager, the members of the Investment Committee (if any), Invest Invent AG, or any of their respective partners, officers, members, shareholders, directors, employees, agents or affiliates, or board member of any Holding Company or Property Company of the Company or any of its sub-funds (each, an "**Indemnified Person**") shall be liable to the Company and any of its Sub-funds, Shareholders or ultimate Investors for any loss, claims, costs, charges and expenses, liability or damages that constitute indirect, special or consequential loss, punitive damages or loss of profits, opportunity, goodwill or reputation.

To the fullest extent permitted by law, no Indemnified Person shall be liable to the Company or any of its sub-funds or any Shareholder for the acts of any third party who acts on behalf of itself or the Company or any of its Sub-funds, including any such acts which would constitute willful misfeasance, gross negligence, fraud or bad faith, provided that such third party was selected, appointed and monitored by such Indemnified Person applying reasonable care.

Notwithstanding anything to the contrary in this Offering Memorandum, each Indemnified Person shall be indemnified against any liability in respect of Tax on: (a) capital gain or net income allocated, or (b) sums distributed, to any Shareholder, or former Shareholder, such indemnity to be satisfied out of the assets of the relevant Sub-fund.

In the event that any Tax Authority determines that any amount of Withholding Tax should have been withheld from distributions of the Company or any of its sub-funds to a Shareholder, the Company on behalf of the relevant sub-fund shall be entitled to set off from any further distributions to such Shareholder an amount equal to such Withholding Tax, together with any interest payments and/or any penalties relating thereto, and to apply such set-off amount in satisfaction of any liabilities arising from such failure to withhold. In such circumstances, the Shareholder



concerned shall be deemed to have received a Tax credit in an amount equal to such Withholding Tax and a deemed distribution of cash equal to any additional amount retained by the Sub-fund in order to satisfy any related interest payments and/or penalties.

The Company shall make reasonable advances (including for the retention of a lawyer of the Indemnified Person's choice) out of the assets of the relevant sub-fund to an Indemnified Person or any person claiming to be an Indemnified Person in respect of any indemnification claim made by such person upon first demand of the Indemnified Person, provided such Indemnified Person or other person agrees in writing to promptly repay to the relevant Sub-fund any amounts advanced pursuant to this paragraph if it is subsequently determined that such Indemnified Person or other person is not entitled to such indemnification.

The Company and the AIFM shall use their reasonable endeavours to ensure that: (a) any Indemnified Person shall use its reasonable endeavours to exercise any rights of recovery which it may have against its insurer or the relevant third party or their insurers, provided that it shall be indemnified out of the assets of the relevant sub-fund for its costs and expenses in seeking to exercise such rights of recovery, and (b) to the extent that any Indemnified Person is indemnified out of assets of the Sub-fund and subsequently recovers monies in relation to the same matter from an insurer or third party, then such Indemnified Person shall account to the relevant Sub-fund for the amount so recovered, after deduction of all fees, costs and expenses incurred in procuring recovery to the extent not already paid by the relevant Sub-fund, or, if less, the amount paid by the Sub-fund by way of indemnity less, in either case, any Tax thereon.

The Company's indemnification obligations are not intended to render the relevant Sub-funds as a primary indemnitor for purposes of the indemnification, advancement of expenses and related provisions under applicable law governing a particular Investment, it being agreed that an Indemnified Person shall, in a manner consistent with the provisions of the immediately preceding paragraph, first seek to be so indemnified and have such expenses advanced by such Investment (or applicable insurance policies maintained by such Investment), but only to the extent that such Investment with respect to such indemnity or the insurer with respect to such insurance policy provides, or acknowledges its obligation to provide, such indemnity or coverage on a timely basis, as the case may be.

In as much as the relevant Sub-fund is intended to be secondarily liable in respect of losses, damages and expenses that are otherwise primarily indemnifiable by a particular Investment, it is intended among the Shareholders and the Indemnified Persons that any advancement or payment by the relevant Sub-fund to an Indemnified Person shall result in the Sub-fund having a subrogation claim against the relevant Investment in respect of such advancement or payments. The Sub-fund, the AIFM and the Portfolio Manager shall be specifically entitled to structure any such advancement or payment as a loan or other arrangement as the AIFM or the Portfolio Manager may determine, in its sole discretion, necessary or advisable to give effect to, or otherwise implement, the foregoing. Notwithstanding the termination of the appointment of an Indemnified Person, without prejudice to its rights to receive any other amounts accrued to it, or them, under the terms of the fund documents, such Indemnified Person shall remain entitled to exculpation and indemnification from the relevant Sub-funds with respect to any matter arising on or prior to the date of the termination of such Indemnified Person's appointment, or out of events or circumstances existing on or prior to the date of such termination.

An Indemnified Person who continues to be a director of a former Investment after the Sub-fund has entirely disposed of all of its interests in such former Investment and has received all proceeds in respect thereof shall not be entitled to indemnification in respect of any event or cause of action relating to such former Investment which occurs wholly after such disposal and receipt of proceeds.

The Company will or will procure that a D&O insurance is put in place for all current and former board members providing for insurance coverage for their activities during their board membership as per the effective date of the migration. Expenses for the D&O insurance will be borne by the Company and its Sub-funds.

## **24. CALCULATION OF NET ASSET VALUE**

### **Valuation of the Assets of the Company**

The AIFM is responsible for the valuation of the assets of the Company.

Valuations of portfolio assets and portfolio companies shall be carried out internally by the AIFM as per article 17(4) b of the AIFM Law.

As at the date of this Offering Memorandum, the AIFM is receiving the support of valuation expert(s) in accordance with section 8. "VALUATION EXPERT" of this Memorandum in connection with the determination of the fair value of the Company's investments on an annual basis, the name of which are available at the registered office of the Company.

The net asset value of the Company as well as the net asset value per Sub-fund are calculated by the Administrative Agent under the supervision and responsibility of the Company and the AIFM and in accordance with the provisions of the Offering Memorandum and the Articles of Association.

#### **Calculation of the Net Asset Value**

The NAV of the Company's assets, the NAV per Share of a Sub-fund and, if applicable, the NAV of the Classes of Shares issued within that Sub-fund is calculated as of the day specified in the respective Special Part as a valuation day for a Sub-fund; exceptions are described in the section "Suspension of calculation of net asset value, and of the issue, switching and redemption of Shares".

The NAV per Share of a Class of Shares of a Sub-fund is determined by dividing the total net asset value of all Shares of such Class of Shares within the relevant Sub-fund by all outstanding Shares of the same Class of Shares of the relevant Sub-fund. The total NAV of a Sub-fund equals the market value of its assets less its liabilities.

The net asset value will be rounded to two (2) decimals.

#### **General Principles of Valuation and Calculation of the Net Asset Value**

## **25. DETERMINATION OF THE NET ASSET VALUE**

The Net Asset Value of the Shares of each Sub-fund is expressed in the Reference Currency.

As specified in the relevant Special Part, the Company and/or the AIFM set the Valuation Days, and the methods whereby the Net Asset Value is made public, in compliance with the legislation in force.

#### **A. The assets of each Sub-fund include:**

- all cash in hand or on deposit, including any outstanding accrued interest;
- all bills and any types of notes or account receivables, including outstanding proceeds of any sale of securities or disposal of financial instruments;
- all securities and financial instruments, including shares, bonds, notes, debenture stocks, debt instruments, options or subscription rights, warrants, money market instruments as well as claims arising from loans and all other investments belonging to the relevant Sub-fund;
- all dividends and distributions payable to the Sub-fund either in cash or in the form of stocks and shares which will normally be recorded in the Company's books as of the ex-dividend date, provided that the Company may adjust the value of the security accordingly;
- all outstanding accrued interest on any interest-bearing instruments belonging to the Sub-fund, unless this interest is included in the principal amount of such instruments;
- the formation expenses of the Company or of a Sub-fund, to the extent that such expenses have not already been written-off;
- the other fixed assets of the Company or of a Sub-fund, including office buildings, equipment and fixtures;
- all other assets of any kind and nature, including the expenses paid in advance.

#### **B. Each Sub-fund's liabilities shall include:**

- all borrowings, bills or account payables, accrued interest on loans;

- all known liabilities, whether or not already due, including all contractual obligations that have reached their term, involving payments made either in cash or in the form of assets, including the amount of any dividends declared by the Company regarding the Sub-fund but not yet paid;
- a provision for any tax accrued to the Valuation Day and any other provisions authorised or approved by the Company; and
- all other liabilities of the Company of any kind with respect to the Sub-fund recorded in accordance with applicable accounting rules, except liabilities represented by shares in the Company. In determining the amount of such liabilities, the Company shall take into account all expenses, fees, costs and charges payable by the Company regarding the Sub-fund including, but not limited to: management fees, investment management fees (including performance fees), fees of the depositary, fees of the administrator and other agents of the Company, directors' fees and expenses, operating and administrative expenses, transaction costs, formation expenses, and extraordinary expenses.

The Company may calculate administrative and other expenses of a regular or recurring nature on an estimated basis yearly or for other periods in advance and may accrue the same in equal proportions over any such period.

### **C. The value of the assets of the Company**

The valuation of the assets of each Sub-fund shall be made by/or under control of the AIFM in compliance with article 17 of the 2013 Law, and shall be determined as follows:

- the value of any cash in hand or on deposit, bills or notes and account receivables, prepaid expenses, cash dividends declared and interest accrued but not yet received, shall be equal to the entire amount thereof, unless the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as considered appropriate in such case to reflect the true value thereof;
- the value of all portfolio securities and money market instruments or derivatives that are listed on an official stock exchange or traded on any other regulated market will be based on the last available price on the principal market on which such securities, money market instruments or derivatives are traded, as supplied by a recognised pricing service approved by the AIFM. If such prices are not representative of the fair value, such securities, money market instruments or derivatives as well as other permitted assets may be appraised at a fair value at which it is expected that they may be resold, as determined in good faith by the AIFM;
- the value of securities and money market instruments which are not quoted or traded on a regulated market will be appraised at a fair value at which they are expected to be resold, as determined in good faith by the AIFM. Reference can be made to the valuation principles recommended by Invest Europe (formerly EVCA) when appropriate;
- investments in private equity securities will be valued at a fair value by the AIFM in accordance with in accordance with the valuation principles recommended by Invest Europe (formerly EVCA);
- investments in real estate assets shall be valued with the assistance of one or several independent valuer(s) designated by the AIFM for the purpose of appraising, where relevant, the fair value of a property investment in accordance with the 2013 Law and its/their applicable standards;
- the amortised cost method of valuation for short-term transferable debt securities may be used. This method involves valuing a security at its cost and thereafter assuming a constant amortisation to maturity of any discount or premium regardless of the impact of fluctuating interest rates on the market value of the security. While this method provides certainty in valuation, it may result during certain periods in values which are higher or lower than the price which the Company would receive if it sold the securities prior to maturity. For certain short term transferable debt securities, the yield to a shareholder may differ somewhat from that which could be obtained from a similar fund which marks its portfolio securities to market on a daily basis;
- the value of the participations in investment funds shall be based on the last available valuation. Generally, participations in investment funds will be valued in accordance with the methods provided by the document

governing such investment funds. These valuations shall normally be provided by the fund administrator or valuation agent of an investment fund. To ensure consistency within the valuation, if the time at which the valuation of an investment fund was calculated does not coincide with the valuation time of any Sub-fund, and such valuation is determined to have changed materially since it was calculated, then the net asset value may be adjusted to reflect the change as determined in good faith by the AIFM;

- the valuation of swaps will be based on their market value, which itself depends on various factors (e.g. level and volatility of the underlying asset, market interest rates, residual term of the swaps). Any adjustments required as a result of issues and redemptions are carried out by means of an increase or decrease in the nominal of the swaps, traded at their market value;
- the valuation of derivatives traded over-the-counter (OTC), such as futures, forward or option contracts not traded on exchanges or on other recognised markets, will be based on their net liquidating value determined pursuant to the policies established by the AIFM on the basis of recognised financial models in the market and in a consistent manner for each category of contracts. The net liquidating value of a derivative position is to be understood as being equal to the net unrealised profit/loss with respect to the relevant position;
- the value of other assets will be determined prudently and in good faith by the AIFM in accordance with the relevant valuation principles and procedures.

The AIFM, at its discretion, may authorise the use of other methods of valuation if it considers that such methods would enable the fair value of any asset of the Company to be determined more accurately.

Where necessary, the fair value of an asset is determined by the AIFM, or by a committee appointed by the AIFM, or by a designee of the AIFM.

All valuation regulations and determinations shall be interpreted and made in accordance with Luxembourg generally accepted accounting principles (the “**Luxembourg GAAP**”).

For each Sub-fund, adequate provisions will be made for expenses incurred and due account will be taken of any off-balance sheet liabilities in accordance with fair and prudent criteria.

For each Sub-fund and for each Class of Shares, the net asset value per share shall be calculated in the relevant reference currency with respect to each Valuation Day by dividing the net assets attributable to such Sub-fund or Class of Shares (which shall be equal to the assets minus the liabilities attributable to such Sub-fund or Class of Shares) by the number of shares issued and in circulation in such Sub-fund or Class of Shares; assets and liabilities expressed in foreign currencies shall be converted into the relevant reference currency, based on the relevant exchange rates.

The Company's net assets shall be equal to the sum of the net assets of all its Sub-funds.

## **26. SUSPENSION OF CALCULATION OF NET ASSET VALUE, AND OF THE ISSUE, REDEMPTION AND SWITCHING OF SHARES**

The Company may suspend the determination of the Net Asset Value and/or, where applicable, the subscription, redemption and/or conversion of Shares, for one or more Sub-funds, in the following cases:

- when the stock exchange(s) or market(s) that supplies/supply prices for a significant part of the assets of the Company one or several Sub-funds are closed, or in the event that transactions on such a market are suspended, or are subject to restrictions, or are impossible to execute in volumes allowing the determination of fair prices;
- when the information or calculation sources normally used to determine the value of the Company's or, of a Sub-fund's assets are unavailable, or if the value of the Company's or, of a Sub-fund's investment cannot be determined with the required speed and accuracy for any reason whatsoever;
- when exchange or capital transfer restrictions prevent the execution of transactions of the Company or, of a Sub-fund or if purchase or sale transactions of the Company or, of a Sub-fund cannot be executed at normal rates;

- when the political, economic, military or monetary environment, or an event of force majeure, prevent the Company from being able to manage normally its assets or its liabilities and prevent the determination of their value in a reasonable manner;
- when, for any other reason, the prices of any significant investments owned by the Company or, of a Sub-fund cannot be promptly or accurately ascertained;
- when the Company or any of the Sub-funds is/are in the process of being liquidated or of establishing exchange parities in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction;
- when there is a suspension of redemption or withdrawal rights by several investment funds in which the Company or the relevant Sub-fund is invested;
- in exceptional circumstances, whenever the Company and/or the AIFM consider it necessary in order to avoid irreversible negative effects on the Company or one or more Sub-funds, in compliance with the principle of equal treatment of shareholders in their best interests.

In the event of exceptional circumstances that may adversely affect the interests of the Shareholders or insufficient market liquidity, the Board reserves its right to determine the Net Asset Value of the Shares in a Sub-fund only after it shall have completed the necessary purchases and sales of securities, financial instruments or other assets on the Sub-fund's behalf.

The suspension of the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption and/or conversion of Shares, shall be notified to the relevant persons through all means reasonably available to the Company, unless the Company and/or the AIFM is of the opinion that a publication is not necessary considering the short period of the suspension.

Such a suspension decision shall be notified to any Shareholders requesting redemption or conversion of their Shares.

## 27. CHARGES AND EXPENSES

### 27.1. Types of Expenses

#### Offering and Organisational Expenses

Offering and organisational costs and expenses relating to the Company or its Sub-funds shall be borne by the Company or the relevant Sub-fund (as applicable) plus any applicable taxes (**"Offering and Organisational Expenses"**). Offering and Organizational Expenses means, any organizational costs incurred by the Company or its Sub-funds (where applicable) relating to fees, costs and expenses in relation to organizing and establishing the Company and its Sub-funds including without limitation (i) all legal, accounting and other fees, costs and expenses in relation to the establishment of the foregoing, and any related negotiations, (ii) all fees, costs and expenses in relation to the marketing, advertising and offering (including sales support) of Shares in the Sub-funds, including, but not limited to, out-of-pocket printing, travel, filing and administrative fees and expenses, (iii) all expenses relating to any distribution agreements, side letters, and other similar agreements with Investors and prospective investors and modifications and amendments to such agreements, and (iv) all fees, costs, negative charges and expenses in relation to the opening, maintaining and closing of any bank accounts.

#### Operating Expenses

The Company and its Sub-funds (where applicable) and/or its subsidiaries will be responsible for all fees, costs and expenses plus any applicable taxes related to the operation of the Company and its Sub-funds and its affiliates/subsidiaries, including all out-of-pocket expenses related to the operations of the Company and its Sub-funds (**"Operating Expenses"**).

Unless differently specified in the relevant Special Part Operating Expenses include, but are not limited to, the following (together with any tax thereon):

- all expenses incurred in connection with the business, affairs and operations, including identifying, structuring, managing, evaluating, trading, conducting due diligence on, investing in, acquiring, holding, monitoring (including, where deemed appropriate for a given Sub-fund, IT-systems/tools for the purpose of research and/or the evaluation of investments and/or risk management and/or investment controlling and/or reporting), disposition of (including the transfer or sale of), any Investments or prospective Investments (whether or not consummated), including broken-deal expenses, legal, accounting, advisory fees, fees of finders or sourcing partners, and travel and accommodation expenses;
- all expenses incurred in connection with the securing of financing, including expenses related to the negotiation and documentation of agreements with one or more lenders or the posting of collateral;
- all principal and interest on, and fees, costs and expenses arising out of, all borrowings and guarantees made by, and other indebtedness of, the Company and its Sub-funds where applicable;
- all ongoing legal, regulatory and compliance costs, including the costs of any third-party consultants (including any costs associated with complying with the AIFMD, including the appointment of a depository) of the Company and the Sub-funds;
- preparation and issuing of financial and other reports;
- the costs of publishing the Net Asset Value per Share and the Share prices;
- all costs and expenses of any actions deemed advisable by the Board as a result of the Action Plan on Base Erosion and Profit Sharing ("BEPS") of the Organisation for Economic Co-operation and Development (the "OECD");
- fees, costs and expenses related to all governmental filings of the Company, the AIFM or the Portfolio Manager that relate to the Company;
- all expenses of prosecuting or defending any actual or threatened legal action for or against the Company and its Sub-funds, the Directors, the AIFM, the Portfolio Manager or any of their respective affiliates relating to the affairs of the Company and its Sub-funds;
- all costs of any litigation, director and officer liability or other insurance (including insurance premiums) of the Company;
- all expenses relating to indemnification or guarantee obligations related to the Company or its Sub-funds;
- all extraordinary expenses or liabilities incurred by the Company or its Sub-funds;
- all professional fees incurred in connection with the business or management of the Company and its Sub-funds, including reasonable dues for professional organisations related to the investment objective of the Company or its Sub-funds;
- all expenses relating to the potential transfer or actual transfer of Shares (to the extent not paid by the transferor or transferee);
- all expenses related to the dissolution and liquidation of the Company and its Sub-funds, including any fees and expenses of the liquidator;
- any taxes, fees or other governmental charges and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Company and its Sub-funds;
- all costs and expenses relating to the re-domiciliation of the Company, including but not limited to:
  - o all costs and expenses (including out of pocket travel expenses) relating to the due diligence and selection of new service providers;
  - o all costs and expenses (including out of pocket travel expenses) relating to the replacement of existing service providers and the appointment of new service providers;
  - o all costs and expenses relating to any notary, legal, tax, audit, valuation or similar services, and
  - o any filing or administrative fees.

For the avoidance of doubt any fees, costs and expenses directly or indirectly relating to the re-domiciliation of the Company from Malta to the Grand Duchy of Luxembourg effective as of 1 June 2021 shall be borne by the Company and will be amortised over a period of time not exceeding five years.

- all costs and expenses incurred in connection with any restructuring or amendments or supplements to the Offering Memorandum and to the constituent documents of the Company and its Sub-funds (including as a result of a change of domicile of the Company), and corresponding restructuring or amendments to the constituent documents of the Board, the AIFM, the Portfolio Manager and related entities;
- all expenses incurred in connection with the formation of special purpose vehicles and subsidiaries of the Company and its Subsidiaries, including investment holding companies;
- any amounts paid by the Company and its Sub-funds for any hedging transactions (including any amounts necessary to satisfy margin requirements) or permitted borrowing requirements;
- all expenses incurred in connection with multimedia, analytical, database, news or other third-party research services and related terminals for the delivery of such services in relation to the Company and its Sub-funds;
- all costs and expenses incurred in connection with any password-protected website or other online document repository in respect of the Company and its Sub-funds;
- all expenses related to the holding of meetings of the Board and Shareholders of the Company or the relevant Sub-fund;
- all fees charged by third parties for sourcing and/or managing Investments, including fees paid to administrators of Investments;
- all third-party fees and expenses charged to the Company or its Sub-funds, including in connection with tax and legal advice, custodial services and compliance services;
- all costs and expenses relating to the preparation of audits, financial and tax reports, portfolio valuations and tax returns, filing fees and expenses of any service provider retained to provide accounting and/or bookkeeping services to the Company and its Sub-funds;
- all fees charged, and out-of-pocket expenses incurred, by professional service providers including the Directors, AIFM, Portfolio Manager, Prime Broker, Auditor, paying agents and representatives, Administrative Agent and/or the Depositary of the Company and its Sub-funds, including any fees and expenses of a custodian; the General Part (see 26.2 – 26.4 below) and the relevant Special Part of the Offering Memorandum may contain provisions as regards to their fees;
- all of the Boards day-to-day expenses, such as compensation of its professional staff and service providers and the cost of office space, office equipment, communications, utilities and other such normal overhead expenses; and
- any VAT payable in respect of any expenses, fees or costs set forth above.

The relevant Sub-fund and/or its subsidiaries shall also bear its proportionate share of the fees and expenses of specialist asset management services where a third party is engaged to provide such services. The relevant Sub-funds and/or its subsidiaries shall also reimburse or procure the reimbursement of the Portfolio Manager and any of its subsidiaries for the following costs and expenses:

- (a) the proportionate share of expenses associated with running and maintaining offices in a jurisdiction for the benefit of a Sub-fund or any special purpose vehicle or holding company (other than offices primarily used to provide infrastructure asset management (as distinguished from administration, accounting and regulatory compliance) or acquisition services);
- (b) the proportionate share of the salaries and other costs (including travel costs) relating to the employees of the AIFM, the Portfolio Manager and its subsidiaries who perform services on behalf of the Sub-funds with respect to a holding company or special purpose vehicle accounting, (b) directorial services and (c) corporate secretarial and similar services, and

- (c) the proportionate share of costs relating to the hosting and arrangements of Investor forums or Investor events including travel expenses.

Where Offering and Organisational Expenses and Operating Expenses as described above are not attributable to a given Sub-fund, they will be charged to all Sub-funds pro rata to their assets. Where expenses and costs only relate to one or some of the Sub-funds, such costs are charged to the Sub-fund or Sub-funds in question. All fees, costs and expenses payable by the Company are first charged against income, and only subsequently against the capital. Investors should note that Investments will also incur ongoing expenses, including management and consulting fees (if any). Any transaction-related income received by the Portfolio Manager shall be retained by the Portfolio Manager and shall neither be distributed to the relevant Sub-funds nor off-set against the AIFM fee or Portfolio Manager fee. As the case may be, a performance related fee ("Performance Fee"), as described in the relevant Special Part, may be charged to the relevant Sub-fund. The aggregate of the Offering and Organisational Expenses together with the Operating Expenses will vary and cannot be reliably predicted. As such, it is not possible to accurately state the maximum total amount of expenses for a Sub-fund that may be borne directly or indirectly by Investors.

#### **27.2. AIFM Fees**

Unless otherwise provided in the relevant Special Part, the Company shall pay the AIFM an AIFM fee (the "AIFM Fee") of 0.05% of the Net Asset Value per Sub-fund subject to a minimum of EUR 35'000 per Sub-fund unless otherwise specified in the Sub-fund specifics. In addition EUR 13'000 shall be paid to the AIFM for risk management services and AIFM insurance.

The AIFM Fee shall be calculated based on the monthly net assets of the Sub-funds before any deduction of the Portfolio Management Fee. The AIFM Fee is payable monthly in arrears of the AIFM.

#### **27.3. Portfolio Manager Fees**

The Portfolio Manager may be entitled to receive a Portfolio Management Fee the terms and conditions of which shall be set forth in respect of each Sub-fund in the relevant Special Part.

#### **27.4. Placement fees**

The Company and/or Invest Invent A.G. may appoint placement agents in order to support the fund raising and/or marketing of any Sub-fund to Qualified Investors, subject to and in accordance with the specifications of the relevant Special Part and applicable laws and regulations.

#### **27.5. Operational costs and expenses of the Sub-funds**

Unless otherwise provided in the relevant Special Part, the Administrative Agent is entitled to an annual Administration Fee of

- 0.04% of the Net Asset Value of the Company (up to EUR 100m Net Asset Value of the Company), then
- 0.03% of the Net Asset Value of the Company (between EUR 100m and EUR 250m Net Asset Value of the Company), then
- 0.025% of the Net Asset Value of the Company (between EUR 250m and EUR 350m Net Asset Value of the Company), then
- 0.02% of the Net Asset Value of the Company (above EUR 350m Net Asset Value of the Company),

with a minimum Administration Fee of EUR 42'000 per year, per Sub-fund. The Administration Fee shall be calculated based on the monthly net assets of the Sub-funds. The Administration Fee is payable monthly in arrears by the AIFM out of the assets of each relevant Sub-fund.

Unless otherwise provided in the relevant Special Part, the Depositary is entitled to an annual Depositary Fee of 0.06% of the Net Asset Value per Sub-fund with a minimum of EUR 50,000 per Sub-fund. In addition the Depositary shall provide corporate secretarial functions in return for fee of EUR 1'500 per Board meeting or Shareholder Meeting and a fee of EUR 1'000 p.a. for correspondence and filings.



## 28. TAXATION

THE FOLLOWING INFORMATION IS BASED ON THE LAW AND THE RULES AND REGULATIONS CURRENTLY APPLIED IN THE GRAND DUCHY OF LUXEMBOURG, AND ARE SUBJECT TO CHANGES THEREIN, POSSIBLY WITH RETROSPECTIVE EFFECT. THIS SUMMARY DOES NOT PURPORT TO BE A COMPREHENSIVE DESCRIPTION OF ALL LUXEMBOURG TAX LAWS AND LUXEMBOURG TAX CONSIDERATIONS THAT MAY BE RELEVANT TO A DECISION TO INVEST IN, OWN, HOLD, OR DISPOSE OF SHARES AND IS NOT INTENDED AS TAX ADVICE TO ANY PARTICULAR INVESTOR OR POTENTIAL INVESTOR. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISERS AS TO THE IMPLICATIONS OF BUYING, HOLDING OR DISPOSING OF SHARES AND TO THE PROVISIONS OF THE LAWS OF THE JURISDICTION IN WHICH THEY ARE SUBJECT TO TAXATION. THIS SUMMARY DOES NOT DESCRIBE ANY TAX CONSEQUENCES ARISING UNDER THE LAWS OF ANY STATE, LOCALITY OR OTHER TAXING JURISDICTION OTHER THAN LUXEMBOURG.

PLEASE BE AWARE THAT THE RESIDENCE 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, PLEASE NOTE THAT 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*) AS WELL AS PERSONAL INCOME TAX (*IMPÔT SUR LE REVENU DES PERSONNES PHYSIQUES*). CORPORATE TAXPAYERS MAY FURTHER BE SUBJECT TO NET WEALTH TAX (*IMPÔT SUR LA FORTUNE*), AS WELL AS OTHER DUTIES, LEVIES AND TAXES. CORPORATE INCOME TAX, MUNICIPAL BUSINESS TAX AND THE SOLIDARITY SURCHARGE INVARIABLY APPLY TO MOST CORPORATE TAXPAYERS RESIDENT IN LUXEMBOURG FOR TAX PURPOSES. INDIVIDUAL TAXPAYERS ARE GENERALLY SUBJECT TO PERSONAL INCOME TAX AND THE SOLIDARITY SURCHARGE. UNDER CERTAIN CIRCUMSTANCES, WHERE INDIVIDUAL TAXPAYERS ACT IN THE COURSE OF THE MANAGEMENT OF A PROFESSIONAL OR BUSINESS UNDERTAKING, MUNICIPAL BUSINESS TAX MAY APPLY AS WELL.

### 28.1. Taxation of the Company

In accordance with current legislation in Luxembourg, the Company is exempt from Luxembourg income and net wealth tax, and dividends paid by the Company (if any) are exempt from dividend withholding tax (subject to the considerations below under the paragraph "Withholding Tax").

The Company is as a rule liable in Luxembourg to a subscription tax (*taxe d'abonnement*) at a rate of 0.01% per annum calculated at the end of each quarter on its net assets and payable in quarterly instalments.

An exemption from subscription tax applies in the following cases:

- (a) the value of the assets represented by shares held in other undertakings for collective investment, to the extent such shares have already been subject to the subscription tax provided by Article 68 of the 2007 Law or by Article 174 of the 2010 Law;
- (b) specialised investment funds, as well as individual compartments of specialised investment funds with multiple compartments:
  - (i) the exclusive object of which is the collective investment in money market instruments and the placing of deposits with credit institutions;
  - (ii) the weighted residual portfolio maturity of which does not exceed ninety (90) days; and,
  - (iii) that have obtained the highest possible rating from a recognised rating agency;
- (c) specialised investment funds, the securities of which are reserved for (i) institutions for occupational retirement provision, or similar investment vehicles, set up on one or several employers' initiative for the benefit of their employees and (ii) companies of one or several employers investing the funds they own, in order to provide their employees with retirement benefits;
- (d) specialised investment funds as well as individual sub-funds of specialised investment funds with multiple sub-funds whose main objective is the investment in microfinance.

No stamp duty or other tax is payable in Luxembourg on the issue of Shares against cash, except a fixed registration duty of seventy-five Euros (EUR 75) upon the Company's incorporation or if the Articles of Association of the Company are amended.

The Company may be subject to withholding tax on dividends and interest and to tax on capital gains in the country or origin of its investments. As the Company itself is exempt from income tax, withholding tax levied at source, if any, would normally not be refundable and it is not certain whether the Company itself would be able to benefit from Luxembourg's double tax treaties network. Whether the Company may benefit from a double tax treaty concluded by Luxembourg must be analysed on a case-by-case basis. Indeed, as the Company is structured as an investment company (as opposed to a mere co-ownership of assets), certain double tax treaties signed by Luxembourg may directly be applicable to the Company.

In Luxembourg, regulated investment funds such as specialised investment funds have the status of taxable persons for value added tax ("VAT") purposes. Accordingly, the Company is considered in Luxembourg as a taxable person for VAT purposes without input VAT deduction right. A VAT exemption applies in Luxembourg for services qualifying as fund management services. Other services supplied to the Company could potentially trigger VAT and require the VAT registration of the Company in Luxembourg as to self-assess the VAT regarded as due in Luxembourg on taxable services (or goods to some extent) purchased from abroad. No VAT liability arises in principle in Luxembourg in respect of any payments by the Company to its investors, to the extent such payments are linked to their subscription to the Shares and do therefore not constitute the consideration received for taxable services supplied.

#### **Withholding tax**

Under current Luxembourg tax law, there is no withholding tax on any distribution, redemption or payment made by the Company to its Shareholders under the Shares of the Company. There is also no withholding tax on the distribution of liquidation proceeds to the Shareholders.

## **28.2. Taxation of the Shareholders**

### **Income taxes**

#### **(a) Tax residency**

It is expected that Shareholders in the Company will be resident for tax purposes in many different countries. Consequently, except as set out below, no attempt is made in this Offering Document to summarise the taxation consequences for each investor subscribing, converting, holding or redeeming or otherwise acquiring or disposing of Shares. These consequences will vary in accordance with the law and practice currently in force in a Shareholders' country of citizenship, residence, domicile or incorporation and with his personal circumstances. Shareholders resident in or citizens of certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Company.

Shareholders should consult their own professional advisors on the possible tax or other consequences of buying, holding, transferring or selling the Shares under the laws of their countries of citizenship, residence or domicile.

A Shareholder will not become resident, nor be deemed to be resident, in Luxembourg, by reason only of the holding of the Shares, or the execution, performance, delivery and/or enforcement thereof.

#### **(b) Luxembourg-resident**

##### **(i) Resident individual Shareholders**

Dividends and other payments derived from the Shares by a resident individual Shareholder, who acts in the course of the management of either his/her private wealth or his/her professional/business activity, are subject to income tax at the progressive ordinary rates.

Capital gains realised upon the disposal of the Shares by a resident individual Shareholder, who acts in the course of the management of his/her private wealth, are not subject to Luxembourg income tax, unless said capital gains qualify either as speculative gains or as gains on a substantial participation. Capital gains are deemed to be speculative and are thus subject to income tax at ordinary rates if the Shares are disposed of within six (6) months after

their acquisition or if their disposal precedes their acquisition. A participation is deemed to be substantial where a resident individual Shareholder holds or has held, either alone or together with his spouse or partner and/or minor children, directly or indirectly at any time within the five (5) years preceding the disposal, more than ten percent (10%) of the Share capital of the company whose Shares are being disposed of. A Shareholder is also deemed to alienate a substantial participation if he/she acquired free of charge, within the five (5) years preceding the transfer, a participation that was constituting a substantial participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same five (5)-year period). Capital gains realised on a substantial participation more than six (6) months after the acquisition thereof are taxed according to the half-global rate method (i.e. the average rate applicable to the total income is calculated according to progressive income tax rates and half of the average rate is applied to the capital gains realised on the substantial participation). A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the participation.

Capital gains realised on the disposal of the Shares by a resident individual Shareholder, who acts in the course of the management of his/her professional/business activity, are subject to income tax at ordinary rates. Taxable gains are determined as being the difference between the price for which the Shares have been disposed of and the lower of their cost or book value.

(ii) Resident companies

A Luxembourg-resident company (*société de capitaux*) must include any profits derived, as well as any gain realised on the sale, disposal or redemption of Shares, in their taxable profits for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

(iii) Resident companies benefiting from a special tax regime

Shareholders who are Luxembourg-resident companies benefiting from a special tax regime, such as (i) undertakings for collective investment governed by the 2010 Law, (ii) specialised investment funds governed by the 2007 Law, (iii) family wealth management companies governed by the amended law of 11 May 2007 and (iv) a reserved alternative investment fund treated as a specialised investment fund for Luxembourg tax purposes governed by the amended law of 23 July 2016, are income tax exempt entities in Luxembourg, and profits derived from the Shares are thus not subject to Luxembourg income tax.

**(c) Luxembourg non-residents**

A non-resident, who has neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Shares are attributable, is not liable to any Luxembourg income tax on income received and capital gains realised upon the sale, disposal or redemption of the Shares.

A non-resident corporate Shareholders having a permanent establishment or a permanent representative in Luxembourg to which the Shares are attributable, must include any income received, as well as any gain realised on the sale, disposal or redemption of Shares, in its taxable income for Luxembourg tax assessment purposes. The same inclusion applies to individuals acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg, to which the Shares are attributable. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

**Net wealth tax**

In general, Luxembourg non-residents Shareholders are not subject to net wealth tax (“NWT”). NWT is only applicable to Luxembourg non-residents Shareholders if their Shares are attributable to a permanent establishment or a permanent representative in Luxembourg.

A Luxembourg resident, as well as a non-resident who has a permanent establishment or a permanent representative in Luxembourg to which or whom the shares are attributable, are subject to Luxembourg NWT on such shares, except if the Shareholder is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment governed by the 2010 Law, (iii) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (iv) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (v) a professional pension institution governed by the amended law of 13 July 2005, (vi) a specialised investment fund

governed by the 2007 Law, (vii) a family wealth management company governed by the Luxembourg amended law of 11 May 2007, or (viii) a reserved alternative investment fund governed by the amended law of 23 July 2016.

However, (i) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (ii) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (iii) a professional pension institution governed by the amended law dated 13 July 2005 and (iv) an opaque reserved alternative investment fund treated as a venture capital vehicle for Luxembourg tax purposes and governed by the amended law of 23 July 2016 remain subject to the minimum NWT in Luxembourg.

#### **Other taxes**

Under Luxembourg tax law, where an individual Shareholder is a resident of Luxembourg for tax purposes at the time of his/her death, the Shares are included in his or her taxable basis for inheritance tax purposes. On the contrary, no inheritance tax is levied on the transfer of the Shares upon death of a Shareholder in cases where the deceased was not a resident of Luxembourg for inheritance purposes.

Gift tax may be due on a gift or donation of the Shares, if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

The above information is based on the law in force and is subject to change.

#### **Common Reporting Standard**

Capitalised terms used in this section should have the meaning as set forth in the CRS Law (as defined below), unless provided otherwise herein.

The Company may be subject to the Common Reporting Standard (the “**CRS**”) as set out in the Luxembourg law of 18 December 2015, as amended or supplemented from time to time (the “**CRS Law**”) implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as the OECD’s multilateral competent authority agreement on automatic exchange of financial account information signed on 29 October 2014 in Berlin, with effect as of 1 January 2016.

Under the terms of the CRS Law, the Company is likely to be treated as a Luxembourg Reporting Financial Institution.

As such, the Company will be required to annually report to the Luxembourg tax authorities personal and financial information related, *inter alia*, to the identification of, holdings by and payments made to (i) certain Shareholders qualifying as Reportable Persons and (ii) Controlling Persons of certain non-financial entities (“**NFEs**”) which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the “**Information**”), will include personal data related to the Reportable Persons.

The Company’s ability to satisfy its reporting obligations under the CRS Law will depend on each Shareholder providing the Company with the Information, along with the required supporting documentary evidence. In this context, the Shareholders are hereby informed that, as Controller, the Company will process the Information for the purposes as set out in the CRS Law.

Shareholders qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Company.

Additionally, as further detailed under section “Data Protection” of this Offering Memorandum, the Company is responsible for the processing of Personal Data and each Shareholder has notably a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Company are to be processed in accordance with the applicable data protection legislation.

The Shareholders are further informed that the Information related to Reportable Persons will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction. In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Although the Company will attempt to satisfy any obligation imposed on it to avoid any fines or penalties imposed by the CRS Law, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a fine or penalty as a result of the CRS Law, the value of the Shares held by the Shareholders may suffer material losses.

Similarly, the Shareholders undertake to inform the Company within thirty (30) days of receipt of these statements should any included personal data be not accurate. The Shareholders further undertake to immediately inform the Company of, and provide the Company with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Any Shareholder that fails to comply with the Company's Information or documentation requests may be held liable for penalties imposed on the Company as a result of such Shareholder's failure to provide the Information or subject to disclosure of the Information by the Company to the Luxembourg tax authorities and the Company may, in its sole discretion, redeem the Shares of such Shareholders.

### 28.3. FATCA

Capitalised terms used in this section should have the meaning as set forth in the FATCA Law (as defined below), unless provided otherwise herein.

The Company may be subject to the so-called FATCA legislation which generally requires reporting to the US Internal Revenue Service of non-US financial institutions that do not comply with FATCA and direct or indirect ownership by US persons of non-US entities. As part of the process of implementing FATCA, the US government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

Luxembourg has entered into a Model I Intergovernmental Agreement implemented by the Luxembourg law of 24 July 2015, as amended or supplemented from time to time (the "**FATCA Law**"), which requires Financial Institutions located in Luxembourg to report, when required, information on Financial Accounts held by Specified US Persons, if any, to the Luxembourg tax authorities (*administration des contributions directes*).

Under the terms of the FATCA Law, the Company is likely to be treated as a Luxembourg Reporting Financial Institution.

This status imposes on the Company the obligation to regularly obtain and verify information on all of its shareholders. On the request of the Company, each shareholder shall agree to provide certain information, including, in the case of a passive Non-Financial Foreign Entity ("**NFFE**"), information on the Controlling Persons of such NFFE, along with the required supporting documentation. Similarly, each Shareholder shall agree to actively provide to the Company within thirty (30) days any information that would affect its status, as for instance a new mailing address or a new residency address.

FATCA may require the Company to disclose the names, addresses and taxpayer identification number (if available) of its Shareholders as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the US Internal Revenue Service.

Shareholders qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their information by the Company.

Additionally, as further detailed under section "Data Protection" of this Offering Memorandum, the Company is responsible for the processing of Personal Data and each Shareholder has notably a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Company are to be processed in accordance with the applicable data protection legislation.

Although the Company will attempt to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax or penalties as result of the FATCA regime, the value of the Shares held by the Shareholders may suffer material losses. The failure for the Company to obtain such information from each Shareholder and to transmit it to the Luxembourg tax authorities may trigger the 30% withholding tax to be imposed on payments

of US source income and on proceeds from the sale of property or other assets that could give rise to US source interest and dividends as well as penalties.

Any Shareholder that fails to comply with the Company's documentation requests may be charged with any taxes and/or penalties imposed on the Company as a result of such Shareholder's failure to provide the information and the Company may, in its sole discretion, redeem the Shares of such Shareholder.

Shareholders who invest through intermediaries are reminded to check if and how their intermediaries will comply with this US withholding tax and reporting regime.

Shareholders should consult a US tax advisor or otherwise seek professional advice regarding the above requirements.

## **29. GENERAL MEETING OF SHAREHOLDERS AND REPORTING**

The annual general meeting of Shareholders of the Company will be held within six (6) months of the end of each financial year at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg as may be specified in the convening notice of such general meeting.

Subject to the 1915 Law, the Board has full discretionary power to determine the form of convening notices to the general meetings and may determine all other conditions that must be fulfilled by the Shareholders for them to take part to any general meeting. A general meeting may be held without prior notice or publication if all the Shareholders are present or represented at such general meeting, and consider themselves as being duly convened and informed of the agenda of the general meeting and have waived any convening requirements. Meetings of Shareholders of any given Sub-fund or Class of Shares shall decide upon matters relating to that Sub-fund or Class of Shares only.

The notice of any general meeting of Shareholders may provide that the quorum and the majority at this general meeting shall be determined according to the Shares issued and outstanding at midnight (Luxembourg time) on the fifth day prior to the general meeting (the Record Date), whereas the right of a Shareholder to attend a general meeting of Shareholders and to exercise the voting rights attaching to his/its/her Shares shall be determined by reference to the Shares held by this Shareholder as at the Record Date. The same provisions shall apply to a meeting of Sub-fund and/or Class of Shares meetings.

The Company's financial year begins on 1<sup>st</sup> April and ends on 31<sup>st</sup> March of the following year. The audited annual financial accounts ("**Annual Report**") of the Company is available at the Company's registered office upon request.

## **30. AMENDMENTS TO THE STRUCTURE AND/OR THE OFFERING MEMORANDUM**

If the laws and regulations applicable to the Company or having an impact on the Company's operation change (either at Luxembourg level or European level), and such changes require compulsory amendment to the structure of the Company or its operations, then the Company shall be authorized to amend any provision of this Offering Memorandum, subject to the prior approval of the CSSF. In such case, and provided that such compulsory amendments to the structure or the operations of the Company do not require the involvement of the general meeting of Shareholders of the Company or the relevant Sub-fund, then the Offering Memorandum will be updated and the Shareholders will be informed thereof, for their information purposes only, without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the avoidance of doubt, in this case, the Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to the relevant changes becoming effective.

In any case, should any amendments of the Offering Memorandum entail an amendment of the Articles of Association or require the decision to be made by the general meeting of Shareholders of the Company, or of one or several Sub-funds, such decision shall be passed by a resolution of an extraordinary general meeting of Shareholders in accordance with the form, quorum and majority requirements set forth in the Articles of Association and in compliance with Luxembourg laws and regulations.

Finally, the Company is also authorised to amend any other provision of the Offering Memorandum, provided that such changes are not material to the structure and/or operations of the Company and its Sub-funds and are beneficial or at least not detrimental to the interests of the Shareholders of the Company, any Sub-fund or any Class of Share, as the case may be, as determined by the Board at its sole but reasonable discretion and subject to the prior approval of the CSSF. In such case, the Offering Memorandum will be amended and the Shareholders will be informed thereof, for their information purposes only. For the avoidance of doubt, Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to such changes becoming effective.

The Company is authorised to make other amendments to the provisions of the Offering Memorandum that are material to the structure and/or operations of the Company and its Sub-funds or detrimental to the interests of the Shareholders of the Company, any Sub-fund or any Class of Share (such as the change of the fee structure of the Company or the relevant Sub-fund), subject to the approval of the CSSF, provided that such changes shall only become effective and the Offering Memorandum amended accordingly, in compliance with the 2007 Law to the extent the procedures set forth below have been complied with:

- (i) in an open-ended Sub-fund, provided that there is sufficient liquidity, (a) all Shareholders have been offered a cost-free redemption of their Shares during a one (1) month period from the sending of such notice to all relevant Shareholders and (b) such changes shall become effective only after the expiry of this one (1) month period; or
- (ii) with respect to any closed-ended Sub-fund or in the event that the cost-free redemption is not possible because the assets of the relevant Sub-fund are illiquid, the Shareholders shall not have a right to request cost-free redemption of their Shares and the Board shall seek a prior approval of such amendments by a decision of the Shareholders passed with (a) the consent of the Shareholders representing at least fifty percent (50%) of the share capital of the Company (or where applicable, of the relevant Sub-fund) and validly cast by those present or represented at the meeting; and (b) a presence quorum requirement of at least fifty percent (50%) of the capital of the (or where applicable, of the relevant Sub-fund), at the first call and, if not achieved, with no quorum requirement for the second call.

### **31. RIGHTS OF SHAREHOLDERS AGAINST SERVICE PROVIDERS**

It should be noted that shareholders will only be able to exercise their rights directly against the Company and will not have any direct contractual rights against the service providers of the Company appointed from time to time.

### **32. APPLICABLE LAW, JURISDICTION**

The Company is incorporated under the laws of the Grand Duchy of Luxembourg. By subscribing for Shares, the relevant investor agrees to be bound by the terms and conditions of the subscription documents, the Offering Memorandum and the Articles of Association. This contractual relationship is governed by Luxembourg laws.

Any legal disputes between the Company, the Investors, the Depositary, the AIFM, the Principal Paying Agent, Administrative Agent, the Registrar and Transfer Agent, the Corporate Agent, the Investment Advisers, the Investment Managers and any distribution agents will be subject to the jurisdiction of the Grand Duchy of Luxembourg. The applicable law is Luxembourg law. However, the above entities may, in relation to claims from Investors from other countries, accept the jurisdiction of those countries in which Shares are offered and sold.

According to Regulation (EU) 1215/2012 of 12 December 2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, a judgement given in a Member State shall, if enforceable in that Member State, in principle (a few exceptions are provided for in Regulation (EU) 1215/2012) be recognised in the other Member State without any special procedure being required and shall be enforceable in the other Member States without any declaration of enforceability being required.

### **33. RISK CONSIDERATION**

**The nature of the Company's investments involves certain risks and the Sub-fund(s) will utilise investment techniques which may carry additional risks. An investment in Shares therefore carries substantial risk**

**and is suitable only for persons who can assume the risk of losing their entire investment. Prospective investors should consider, among others (as further described in the relevant Special Part), the following factors before subscribing for Shares:**

*Risk resulting from the relocation of the Company*

The Company was incorporated on the 31<sup>st</sup> August 2005 with the registered office at 123 Melita Street, Valletta (Maltese Registered Office) under the registered name of InvestInvent Wind-Energy Fund SICAV plc, a collective investment scheme organized as a multi-fund company with variable share capital pursuant to the Companies Act, Chapter 386 of the Laws of Malta. The Malta Registered Office was changed to 168 St. Christopher Street, Valletta VLT1467 effective on 22<sup>nd</sup> January 2009. The registered name was changed to 'InvestInvent Funds SICAV plc' effective on 23<sup>rd</sup> February 2010. The Company has been licensed by the MFSA as an Alternative Investment Fund on 13 March 2017. Further information on the Company together with the Maltese Offering Memorandum and the Memorandum and Articles of Association subject to the Companies Act of the Laws of Malta can be received from the Maltese Registered Office upon request.

The Company has been redomiciled to the Grand Duchy of Luxembourg with effective date as of 1 June 2021. As a result of the re-domiciliation the applicable laws and regulations have been changed, multiple key service providers of the Company have been replaced including the Depositary, Administrative Agent, Transfer Agent, and the auditor. Further the composition of the Board has been changed significantly a key person provision has been introduced and a third party AIFM has been appointed. On the effective date of the re-domiciliation the Company held more than 30 investments mostly domiciled in Germany and to a certain extent located in France on behalf of InvestInvent Wind Energy Fund.

Given the significant number of investments held by the Company some of which have an operating history of more than 10 years, the significant changes to the Company including its structure, applicable laws and regulations, the replacement of various key service providers and the re-composition of the Board it cannot be guaranteed that the migration does not have any negative legal, regulatory, tax, operational, accounting, commercial or other negative impact on the Company and its Investors or any of its underlying investments ("Relocation Risk"), see also the section "Tax Considerations" below in this paragraph. Any current or future Investor of the Company and any of its Sub-funds will be deemed to have acknowledged the existence of such Relocation Risk and to have waived any claims with respect to any potential or actual negative impact resulting from the relocation and the related Relocation Risk.

*Nature of Investments*

The Company's business will involve a high degree of financial risk. Markets in which each Sub-fund might invest are subject to a high degree of volatility and therefore each Sub-fund's performance may be volatile. There can be no assurance that the investment objective of each Sub-fund will be realized or that Shareholders will receive any return on their investment. Subject to the restrictions set out in this Offering Memorandum including in the relevant Special Part, there are no limitations on the types of investments each Sub-fund may make. The Investment Manager in its sole discretion may employ such investment and trading strategies and methods as it determines to adopt. Each Sub-fund may also invest in securities for which no active trading market exists and the value of any such securities shall be determined by the Investment Manager. As a result of these investment risks, an investor may lose all or a substantial amount of his investment in the relevant Sub-fund.

*Business Risk*

There can be no assurance that any of the Sub-funds will achieve their investment objective. The investment results of each Sub-fund will be reliant upon the success of the AIFM, and the relevant Portfolio Manager (if any). Each Sub-fund will compete with other investment funds and market participants (such as public or private investment funds and the proprietary desks of investment banks) for investment opportunities. The number of such investment funds and market participants and the scale of the assets managed by such entities may increase. Such competitors may be substantially larger and have considerably greater financial, technical and marketing resources than are available to the Sub-funds or they may also have a lower cost of capital and access to funding sources that are not available to the Sub-funds, which may create competitive disadvantages with respect to investment opportunities. The net effect of these developments may be to reduce the opportunities available for the AIFM or Investment Manager to generate returns and/or reduce the quantum of these returns. Historic opportunities for some or all investment fund strategies may be eroded over time whilst structural and/or cyclical factors may reduce investment



opportunities for the AIFM or Portfolio Manager temporarily or permanently reducing the potential returns of the Sub-funds.

*Market Risk*

Market risk is a general risk that applies to all investments. It is the risk that the value of an investment will decrease due to moves in market factors such as exchange rate, interest rate, equity or volatility.

#### *Liquidity Risk*

Liquidity risk exists when a particular instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is illiquid, it may not be possible to initiate a transaction or liquidate a position at an advantageous price (however, the Company will only enter into OTC Derivatives if it is allowed to liquidate such transactions at any time at fair value).

#### *Credit Risk*

Credit risk is a general risk that applies to all investments. It is the risk of loss due a debtor's non-payment of a loan or other obligation (either the principal or interest or both). For the Sub-funds, the debtor may be either the issuer of an underlying security or the counterparty to a transaction, such as an OTC derivative contract, a repurchase or reverse repurchase agreement or a loan of portfolio securities. The debtor may be a government.

Credit risk is also the risk of loss due to a credit event, other than the debtor's default of payment, such as, but not limited to, the downgrading of a debtor's credit rating or the rescheduling of a debtor's debt.

#### *Operational Risk*

The Company's operations (including investment management and distribution) are carried out by the service providers described in the section headed "2. Organization and Management". In the event of a bankruptcy or insolvency of a service provider, investors could experience delays (for example, delays in the processing of subscriptions, conversions and redemption of Shares) or other disruptions.

#### *Concentration of Investments*

Although it will be the policy of each Sub-fund to diversify its investment portfolio, each Sub-fund may at certain times hold relatively few investments. A Sub-fund could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including default of the issuer.

#### *Counterparty Risk*

Each Sub-fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes.

#### *Creditors' Rights and Enforceability of Security*

Each Sub-fund's investments may be subject to various laws for the protection of creditors in the jurisdictions of incorporation of the issuers or borrowers and, if different, the jurisdictions from which they conduct business and in which they hold assets, which may adversely affect an issuer's or borrower's ability to make payment in full or on a timely basis. These insolvency considerations will differ depending on the country in which an obligor or its assets are located and may differ depending on the legal status of the obligor. Additionally, the Company, as a creditor, may experience less favourable treatment in certain insolvency regimes in comparison to others, including where it seeks to enforce any security it may hold as a creditor.

#### *Segregation of Liabilities between Sub-funds*

As a matter of Luxembourg law, the assets of each Sub-fund will not be available to meet the liabilities of another. However, the Company is a single legal entity which may operate or have assets held on behalf of or be subject to claims in other jurisdictions which may not necessarily recognise such ring-fencing and, in such circumstances, the assets of one Sub-fund may be exposed to the liabilities of another.

#### *Currency Exposure*

The base currency of the Company will be the Euro. Assets of each Sub-fund may, however, be invested in investments which are denominated in other currencies and in other financial instruments the prices of which are determined by reference to such other currencies. The Company, however, will value its investments and other assets in Euro. Accordingly, the value of such assets may be affected favourably or unfavourably by fluctuations in currency rates. Many emerging markets have underdeveloped capital market structures where the risks associated with holding currency are significantly greater than in other, less inflationary markets. Currency exchange rates are

highly volatile and subject to severe event risks, as the political situation with regard to the relevant foreign government may itself be volatile. It should also be noted that, in highly volatile markets, predictions of correlation can diverge dramatically from observed market moves.

*Depository – Segregation, Sub-Depositaries and Insolvency*

Where securities are held with a sub-depositary appointed by the Depository or by a securities depository or clearing system, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Company may have to share that shortfall on a pro-rata basis. Securities may be deposited with clearing brokers which the Depository is not obliged to appoint as its sub-depositaries and in respect of the acts or defaults of which the Depository shall have no liability. There may be circumstances where the Depository is relieved from liability for the acts or defaults of its appointed sub-depositaries provided that the Depository has complied with its duties.

The Company is at risk of the Depository or a sub-depositary entering into an insolvency procedure. During such a procedure (which may last many years) the use by the Company of assets held by or on behalf of the Depository or the relevant sub-depositary, as the case may be, may be restricted and accordingly (a) the ability of the AIFM or the Portfolio Manager to fulfil the investment objective of each Sub-fund may be severely constrained, (b) the Sub-funds may be required to suspend the calculation of the NAV and as a result subscriptions for and redemptions of Shares, and/or (c) the NAV may be otherwise affected. During such a procedure, the Company is likely to be an unsecured creditor in relation to certain assets and accordingly the Company may be unable to recover such assets from the insolvent estate of the Depository or the relevant sub-depositary, as the case may be, in full, or at all.

*Past Performance*

The Company has been formed in Malta on 31 August 2005 and has been redomiciled to Luxembourg on 1 June 2021 and has an existing operating history upon which prospective investors can evaluate the likely performance of the Company. However past investment performance of the Portfolio Manager or any of their affiliates, or entities with which they have been associated, may not be construed as an indication of the future results of an investment in the Company. A Sub-fund's investment policies should be evaluated on the basis that there can be no assurance that the assessment of the investment of the short-term or long-term prospects of investments will prove accurate or that a Sub-fund will achieve its investment objective.

*Limitation of liability of Service Providers to the Company and AIFM*

The Company and/or the AIFM will enter into agreements with service providers, including but not limited to the Portfolio Managers, the Depository, the Administrative Agent, the external Valuation Agent, the Company's auditors and the Company's legal advisers and such agreements may limit the liability of such service providers to the Company and AIFM. Accordingly, the rights of the Company to recover as a result of the relevant service provider's default may be limited, and that limitation may result in recovery by them being significantly lower than the loss it has suffered.

*Tax Considerations*

The Company may be subject to withholding, capital gains and/or other taxes on income and/or gains arising from its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Company is incorporated, established or resident for tax purposes. The Company may also incur or bear transaction or other similar taxes in respect of the actual or notional amount of any acquisition, disposal or transaction relating to its investment portfolio, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Company or the counterparty to a transaction involving the Company is incorporated, established or resident for tax purposes. Where the Company invests in securities or enters into transactions that are not subject to withholding, capital gains, transaction and/or other taxes at the time of acquisition, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Company may not be able to recover such tax and so any change could have an adverse effect on the value of the Shares. Where the Company chooses or is required to pay taxation liabilities and/or account for reserves in respect of taxes that are or may be payable in respect of current or prior periods by the Company (whether in accordance with current or future accounting standards), this would have an adverse effect on the value of the Shares. This could cause benefits or detriments

to certain Shareholders, depending on the timing of their entry to and exit from the Company. No assurance can be given as to the level of taxation suffered by the Company or its investments.

The migration of domicile of the Company as described above (see section *“Risk resulting from the relocation of the Company” in this paragraph*) has been solely resolved by the Board and InvestInvent AG, Zurich in its capacity as sole owner of the Founder Shares under the statutes of Malta. Investors have not been involved in the decision to relocate the Company nor do have a veto to block the migration. Therefore the migration may qualify as a restructuring (corporate action) for Investors and hence may not trigger any Swiss stamp tax. However there can be no assurance that the Swiss tax authorities will classify the migration as restructuring or corporate action and therefore there can be no assurance that the Swiss stamp tax shall not apply and any stamp tax which becomes due shall be borne by the relevant Investors.

#### *FATCA and CRS*

Under the terms of the FATCA Law and CRS Law (as defined above), the Company is likely to be treated as a Luxembourg Reporting (Foreign) Financial Institution. As such, the Company may require all Shareholders to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above-mentioned regulations.

Should the Company become subject to a withholding tax and/or penalties as a result of a non-compliance under the FATCA Law and/or penalties as a result of a non-compliance under the CRS Law, the value of the Shares held by all Shareholders may be materially affected.

Furthermore, the Company may also be required to withhold tax on certain payments to its Shareholders who would not be compliant with FATCA (i.e. the so-called foreign passthru payments withholding tax obligation).

#### *Base Erosion and Profit Shifting / Anti-Tax Avoidance Directives*

It should be noted that fiscal policy and practice is constantly evolving and at present the pace of evolution has been quickened due to a number of developments. In particular, the Organisation for Economic Co-operation and Development (“**OECD**”) together with the G20 countries have committed to address abusive global tax avoidance, referred to as base erosion and profit shifting (“**BEPS**”) through 15 actions detailed in reports released on 5 October 2015. As part of the BEPS project, new rules dealing, among other things, with the abuse of double tax treaties, the definition of permanent establishments, controlled foreign companies, a restriction on the deductibility of excessive interest and hybrid mismatch arrangements are being introduced into respective domestic law of BEPS member states via EU directives and a multilateral instrument.

The Council of the European Union has adopted two Anti-Tax Avoidance Directives (Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market (“**ATAD I**”) and Directive 2017/952/EU of 29 May 2017 amending ATAD I as regards hybrid mismatches with third countries (“**ATAD II**”)) that address many of the above-mentioned issues. The measures included in ATAD I were implemented into Luxembourg law on 21 December 2018 (the “**ATAD I Law**”) and almost all of these measures have been applicable since 1 January 2019. On 19 December 2019, the Luxembourg Parliament adopted the Luxembourg law implementing ATAD II (“**ATAD II Law**”). The ATAD II provisions apply from fiscal years starting on or after 1 January 2020 (except for the provision targeting reverse hybrid mismatches, which will apply as from fiscal years closing in 2022). The ATAD I Law and the ATAD II Law may have a material impact on how returns to the Shareholders are taxed.

Furthermore, the “Multilateral Convention to Implement Tax Treaty Related Measures to prevent Base Erosion and Profit Shifting” (“**MLI**”) was published by the OECD on 24 November 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by transposing the results from the BEPS project into more than 2,000 double tax treaties worldwide. A number of jurisdictions, including Luxembourg, have signed the MLI. Luxembourg ratified the MLI through the law dated 7 March 2019 and deposited its instrument of ratification with the OECD on 9 April 2019. As such, the MLI become effective for Luxembourg on 1 August 2019. The application of the MLI in relation to a specific double tax treaty signed by Luxembourg will depend on the ratification by the other contracting state and on the taxes covered by the respective double tax treaty. Subsequent changes in tax treaties negotiated by Luxembourg could adversely affect the returns from the Company to its Shareholders.

*Exchange of information on reportable cross-border arrangements*

Following the adoption of the Luxembourg law of 25 March 2020 (the “**DAC 6 Law**”) implementing Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (“**DAC 6**”), Luxembourg intermediaries and, in certain cases, taxpayers may have to report to the Luxembourg tax authorities within a specific timeframe certain information on reportable cross-border arrangements.

A reportable cross-border arrangement covers any cross-border arrangement that contains at least one hallmark (i.e. a characteristic or feature that presents an indication of a potential risk of tax avoidance) listed in the DAC 6 Law. A cross-border arrangement will however only fall within the scope of DAC 6 if its first step was implemented between 25 June 2018 and 30 June 2020 (the so-called “retrospective period”), or if one of the following triggering events occurred on or after 1 July 2020: the arrangement is made available for implementation, the arrangement is ready for implementation, the first step of the implementation of the arrangement is made, or a secondary intermediary provides aid, advice or assistance in respect of the arrangement, in relation to designing, marketing, organising, making available for implementation or managing the implementation of the arrangement.

The reported information will be automatically exchanged by the Luxembourg tax authorities to the competent authorities of all other EU Member States. As the case may be, the Issuer may take any action that it deems required, necessary, advisable, desirable or convenient to comply with the reporting obligations imposed on intermediaries and/or taxpayers pursuant to the DAC 6 Law. Failure to provide the necessary information under DAC 6 may result in the application of fines or penalties in the relevant EU jurisdiction(s) involved in the cross-border arrangement at stake.

*Regulatory Risks of Investment Funds*

The effect of any future regulatory or tax change on the Sub-funds is impossible to predict and may materially negatively affect the Company and its Investors. In addition, securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivative transactions and investment funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial actions. The effect of any future regulatory change on the Company could be substantial and adverse including, for example, increased compliance costs, the prohibition of certain types of trading and/or the inhibition of the Sub-fund’s ability to pursue its investment approach as described herein.

*Strategy Risk*

Strategy risk is associated with the failure or deterioration of an entire strategy such that most or all investment managers employing that strategy suffer losses. Strategy specific losses may result from excessive concentration by multiple investment managers in the same investment or general economic or other events that adversely affect particular strategies (e.g., the disruption of historical pricing relationships). The strategies employed by a Sub-fund may be speculative and involve substantial risk of loss in the event of such failure or deterioration, in which event the performance of a Sub-fund may be adversely affected.

*Transaction Costs*

The investment policies of the Sub-funds may involve a high level of trading and turnover of the investments of the Company or due to the complexity of individual transactions significant costs per transaction which may generate substantial transaction costs which will be borne by each Sub-fund separately.

*Volatility*

The Sub-funds will invest in instruments that can be extremely volatile. If the investments to which a Sub-fund is exposed are significantly more volatile than expected, this may lead to large and sudden fluctuations in the Net Asset Value and very significant losses.

*Illiquidity in Certain Markets*

The Sub-funds may invest in illiquid or restricted securities for which there is no established resale market. Investors should note that, from time to time, such illiquid or restricted securities may represent a significant percentage of the Sub-fund’s investments. The Sub-funds might only be able to liquidate these positions at disadvantageous

prices, should the Investment Manager determine, or it become necessary, to do so. For example, substantial redemptions could require a Sub-fund to liquidate its positions more rapidly than otherwise desired in order to obtain the cash necessary to meet such redemptions. Illiquidity in certain markets could make it difficult for a Sub-fund to liquidate positions on favourable terms, thereby resulting in losses or a decrease in the Net Asset Value of the Sub-funds.

#### *Contingent Liabilities on Disposition of Investments*

In connection with the disposition of an investment, the Company may be required to make representations about the attributes and financial affairs of such investment. The Company may become involved in disputes or litigation concerning such representations and warranties and may be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the Portfolio Manager may establish reserves or escrows. The Company may also be required to cover other contingent liabilities or costs following the disposition of an Investment.

#### *Valuation of Illiquid Investments*

Valuation of the Sub-funds' illiquid investments may involve uncertainties and judgmental determinations. If such valuations should prove to be incorrect, holders of Shares could be adversely affected. Independent pricing information may not at times be available or may be difficult to obtain with respect to certain of the Sub-funds' illiquid investments. Accordingly, certain illiquid investments may be subject to varying interpretations of value and, in such cases, the value of an illiquid investment may be determined by, among other things, utilising mark to market prices provided by dealers and pricing services and, if necessary, through relative value pricing. The Sub-funds are entitled to rely, without independent investigation, upon pricing information and valuations furnished to it by third parties, including pricing services. Valuations of illiquid investments may not be indicative of what actual fair market value would be in an active, liquid or established market. There is no guarantee that the value attributable to an illiquid investment by the Company, as determined by the Board, will represent the value that will be realised by the Sub-funds on the eventual disposition of such an investment.

#### *Long-term Investments*

Although investments by a Sub-fund may generate some current income, the return of capital and the realisation of gains, if any, from an investment may not occur until the partial or complete disposition of such investment. While an investment may be sold at any time, it is not generally expected that this will occur for a number of years after the investment is made. It is unlikely that there will be a public market for the securities held by the Sub-funds at the time of their acquisition. In some cases the Sub-funds may be prohibited by contractual or regulatory reasons from selling certain securities for a period of time.

#### *Derivative Instruments Generally*

Derivative instruments, or "derivatives," include instruments and contracts that are derived from and are valued in relation to one or more underlying securities, commodities, events, financial benchmarks or indices. Derivatives typically allow an investor to hedge or speculate upon the price movements of the underlying asset at a fraction of the cost of acquiring, borrowing or selling short such asset. The value of a derivative depends largely upon price movements in the underlying asset. Therefore, many of the risks applicable to trading the underlying asset are also applicable to derivatives trading. However, there are a number of additional risks associated with derivatives trading. Transactions in certain derivatives are subject to mandatory clearing and exchange-trading requirements and to regulatory oversight, while other derivatives are subject to risks of trading in the OTC markets or on non US exchanges. It is expected that many more derivatives will become subject to these mandatory clearing and exchange trading requirements in the near future. Additional risks associated with derivatives trading include:

- **Tracking.** When used for hedging purposes, an imperfect or variable degree of correlation between price movements of the derivative instrument and the underlying investment sought to be hedged may prevent a Sub-fund from achieving the intended hedging effect or expose such Sub-fund to risk of loss.
- **Liquidity.** Derivative instruments may not be liquid in all circumstances, so that in volatile markets a Sub-fund may not be able to close out a position without incurring a loss. In addition, daily limits on price fluctuations and speculative position limits on exchanges on which a Sub-fund may conduct its transactions in derivative instruments may prevent profitable liquidation of positions, potentially subjecting such Sub-fund to greater losses.

- **Operational Leverage.** Trading in derivative instruments can result in large amounts of operational leverage. Thus, the leverage offered by trading in derivative instruments could magnify the gains and losses experienced by a Sub-fund and could cause the value of such Sub-fund's portfolio to be subject to wider fluctuations than would be the case if such Sub-fund did not use the leverage feature of derivative instruments.
- **OTC Trading.** Derivative instruments that may be purchased or sold by a Sub-fund may include instruments not traded on an exchange. The risk of non-performance by the obligor on such an instrument may be greater than, and the ease with which a Sub-fund can dispose of or enter into closing transactions with respect to such an instrument may be less than, the risk associated with an exchange-traded instrument. In addition, significant disparities may exist between "bid" and "asked" prices for derivative instruments that are not traded on an exchange. Derivative instruments not traded on exchanges also are not subject to the same degree of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with the transactions.

Further, the tax environment for derivatives is evolving and changes in the taxation of derivative instruments may affect the value of the derivative instruments held by a Sub-fund and the implementation of a Sub-fund's investment strategy.

#### *Use of Leverage*

When deemed appropriate, a Sub-fund may leverage its assets by borrowing if it is believed that returns to the Shareholders may thus be enhanced. To the extent that a Sub-fund uses leverage, changes in the general level of interest rates on borrowed money may adversely affect a Sub-fund's assets and operating results. The use of margin borrowing will result in additional risks to a Sub-fund. For example, should the securities pledged to brokers to secure a Sub-fund's margin accounts decline in value, the Sub-fund could be subject to a "margin call", pursuant to which a Sub-fund must either deposit additional funds with the broker, or suffer mandatory liquidation of the pledged assets to compensate for the decline in value. In the event of a precipitous drop in value of a Sub-fund's assets, such Sub-fund might not be able to liquidate assets quickly enough to pay-off its margin debt.

#### *Changes in Applicable Law and Regulation*

The Board must comply with various regulatory and legal requirements, including securities laws and tax laws as imposed by the jurisdictions under which it operates. Should any of those laws change over the life of the Company, the regulatory and legal requirements to which the Company and its Shareholders may be subject could differ materially from current requirements.

#### *Absence of Secondary Market*

There is no public market for the Shares. Shares are not being registered to permit a public offering under the securities laws of any jurisdiction. The Shareholders might be able to dispose of their Shares only by means of redemptions on the relevant redemption day at the Redemption Price, in the absence of an active secondary market. The risk of any decline in the Net Asset Value during the period from the date of notice of redemption until the redemption day will be borne by the Shareholder(s) requesting redemption. In addition, the Directors have the power to suspend and compel redemptions. There are also restrictions on transferring Shares.

#### *Transaction Costs*

The Company's investment approach will involve transactions in privately-placed securities or other assets, which may generate substantial transaction costs which will be borne by the Company.

#### *Lack of investor control*

Investors will not have an opportunity to evaluate the investments made by the relevant Sub-fund. The investment discretion of each Sub-fund will be managed by the Investment Manager in accordance with the Investment Management Agreement by which the Investment Manager will have full discretion in managing each Sub-fund's investments.

#### *Restrictions on transfer of Shares and Redemptions*

Investors will not have the right to transfer their Shares to other Well-Informed Investors, except as set out in this Offering Memorandum including the relevant Special Part.

*No Guarantee*

There is no guarantee that implementation of the investment objective or strategy with respect to the assets of each Sub-fund will not result in losses to holders of Shares.

*Cross Class Liabilities*

Although the Articles of Association enable the Directors to create separate Classes of Shares within one Sub-fund and attribute certain rights and liabilities to such relevant Classes of Shares, creditors of such Classes within the same Sub-fund may have recourse to the entire assets of the relevant Sub-fund.

*Segregation of assets and liabilities*

The affairs of the Company are organised with a view to segregating the assets and liabilities attributable to each Sub-fund. Prospective shareholders should note that such segregation may not be effective in all circumstances as against creditors and the assets attributable to each Class of Shares may be applied against the liabilities of the Company generally leading to a diminution in the value of the relevant Class of Shares. Accordingly, it should be noted that it is intended that the only direct creditors of the Company be limited to persons to whom the Company owes operational and administrative expenses.

*Indemnification Obligations of the Company*

The AIFM, the Investment Manager and their affiliates and any of their respective current or former or future partners, managers, officers, employees, directors and shareholders, as well as the Board are entitled to indemnification, except under certain circumstances, from the Company or pursuant to insurance policies procured by the Company.

*Public Disclosure*

Shares may be held by investors that are subject to public disclosure requirements. The amount of information about their investments that is required to be disclosed has increased in recent years, and that trend may continue. To the extent that the disclosure of confidential information relating to an investment results from Shares being held by public investors, the Company may be adversely affected.

*Market Participant Risk*

The institutions, including brokerage firms and banks, with which the Company trades or invests may encounter financial difficulties that impair the operational capabilities or the capital position of the Company. In addition to the risk of a counterparty or broker defaulting, there also is the risk that major institutional investors in the Company may default or that the Company's counterparties or brokers will be required to restrict the amount of credit previously granted to the Company due to their own financial difficulties, resulting in forced liquidations of substantial portions of the Company's investments.

*Electronic Delivery of Information*

Information relating to a Shareholder's investment in the Company may be delivered electronically. There are risks associated with such electronic delivery including, but not limited to, that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient.

*Amortization of Organization Costs*

The Company may amortize its organizational costs over a period not exceeding 5 years. The organizational costs of new Sub-funds will be borne by such Sub-fund and amortized in the same manner as described above.

*Reserves*

The Board may, in its discretion, establish reserves for estimated or accrued expenses, liabilities and contingencies.

*Leverage*

The Company has power to borrow up in any given Subfund. In the event that insufficient income is generated by the Company to pay interest on such borrowings, the Company may be compelled to realise assets in order to discharge such borrowings.



*Force majeure*

The performance of the Company may be affected by events such as war, civil war, riot or armed conflict, radioactive, chemical or biological contamination, pressure waves and acts of terrorism which are outside the control of the Company or its agents.

*Early Termination*

In the event of the early termination of a Sub-fund, the Board would have to distribute to the Shareholders their pro-rata interest in the assets of such Sub-fund. The Company's investments would have to be sold by the Board or distributed to the Shareholders. It is possible that at the time of such sale certain investments held by the relevant Sub-fund may be worth less than the initial cost of the investment, resulting in a loss to the Sub-fund and to its Shareholders. Moreover, in the event a Sub-fund terminates prior to the complete amortization of organizational expenses, any unamortized portion of such expenses will be accelerated and will be debited from (and thereby reduce) amounts otherwise available for distribution to Shareholders. The general meeting of Shareholders of the Company may also decide to liquidate the Company thus triggering the early termination of the Sub-funds.

*Third-party involvement*

The Company 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 Company. In addition, in certain circumstances the Company could be liable for actions of its joint venture partners.

*Lack of publicly available information regarding investments*

The investments made by the Sub-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.

*Reliance on Management*

The evolution of the Company and its Sub-funds depend significantly on the efforts and abilities of the Investment Manager. The loss of these persons' services could have a materially adverse effect on the Company and on the Sub-funds.

*Key Personnel*

The Company's success will depend substantially on the skill and acumen of Key Persons. If any of such Key Persons should cease to participate in the Company's business, the Company's ability to raise capital and to select attractive investments and manage its portfolio could be impaired. Although such Key Persons will devote as much time to the Company as they believe is necessary to assist the Company in achieving its investment objective and to administer the Company's operations, they do not expect to devote all of their working time to the affairs of the Company. The loss of skill and expertise of key personnel could have a material adverse effect on the Company and its Sub-funds. **At the effective date of the Company's migration from Malta to Luxembourg the Company has appointed one Key Person the departure of which could have a highly detrimental effect including substantial losses of the Company and its Investors.**

**APPENDIX I - DOCUMENTS AVAILABLE**

The following documents may be obtained free of charge on request from the Company's registered office:

- a) the full Offering Memorandum;
- b) the Company's Articles of Association;
- c) the Company's most recent Annual Report;
- d) the AIFM Agreement;

- e) the Depositary and Paying Agent Agreement;
- f) the Central Administration Agreement;
- g) the Portfolio Management Agreement(s).

In addition, the following information will be periodically communicated to the Investors:

- a) the percentage share of the assets of the respective Sub-funds that is difficult to liquidate and for which special regulations thus apply;
- b) any new arrangements concerning the liquidity management of a Sub-fund;
- c) the current risk profile of the Sub-funds and the risk management systems used by the AIFM to control these risks.

In the event of any contradictions between the documents mentioned in the English language and any translations, the English-language version shall apply. This shall be without prejudice to mandatory deviating regulations relating to distribution and marketing in jurisdictions in which Shares of the Company have been lawfully distributed.

The AIFM will also make available at its registered office the following information to be provided to Investors under the AIFM Law (to the extent not indicated in this Offering Memorandum or in the Company's annual report):

- all relevant information regarding conflicts of interest in order to identify, prevent, manage and monitor the potential conflicts of interests which may be detrimental to the Investors' interests;
- the maximum amount of the fees that may be paid annually by the Company and its Sub-fund(s);
- a description of the way the AIFM complies with the requirements set out in Article 8, paragraph 7 (professional liability insurance) of the AIFM Law and Article 24(2) (information on remunerations, commissions and other granted inducements of the Commission Delegated Regulation (EU) No 231/2013;
- if applicable, a description of any right to reuse collateral and granted guarantee;
- the historical performance of each Sub-fund;
- if applicable, details of any arrangements for the contract and discharge of the Depositary's liability. Should such an arrangement be entered into, affected shareholders will be informed without undue delay;
- the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature;  
any changes to the risk profile of the Company or the systems employed by the AIFM to manage such risks;
- any changes to the maximum level of leverage which the AIFM may employ on behalf of the Company as well as any right of the reuse of collateral or any guarantee granted under any leveraging arrangement;
- the total amount of leverage employed by the Company; and
- the latest Net Asset Value of the Company or the latest market price of the Shares of the Company.

In addition, if any of the Sub-funds uses securities financing transactions as defined in Regulation (EU) 2015/2365 on transparency of securities financing transaction and of reuse and amending Regulation (EU) No 648/012 (the "SFT Regulation") all the information required by the SFT Regulation will be available at the registered office of the AIFM and the Offering Memorandum will be updated accordingly.

## APPENDIX II - SUMMARY OF ABBREVIATIONS USED

- 1915 Law            the Luxembourg Law of 10<sup>th</sup> August 1915 on commercial companies, as amended
- 2007 Law            the Luxembourg Law of 13<sup>th</sup> February 2007 on specialised investment funds, as amended
- 2010 Law            the Luxembourg Law of 17<sup>th</sup> December 2010 on undertakings for collective investment
- AIF                    Alternative Investment Fund
- AIFM                  Alternative Investment Fund Manager,
- AIFM Directive    the EU Directive 2011/61/EU on Alternative Investment Fund Managers
- AIFM Law            the Luxembourg Law of 12<sup>th</sup> July 2013 on alternative investment fund managers, as amended
- CHF                    Swiss Franc/s, the currency of Switzerland
- CSSF                  *Commission de Surveillance du Secteur Financier*, the Luxembourg regulator
- EEA                    European Economic Area
- ERISA                the US Employee Retirement Income Security Act of 1974
- EU                     the European Union
- EUR                    Euro/s, the currency of the European Economic and Monetary Union
- FATCA                the US Foreign Account Tax Compliance Act
- FDI                    financial derivate instrument
- GBP                    Pound Sterling, the currency of Great Britain
- JPY                    Japanese Yen, the currency of Japan
- SGD                    Singapore Dollar/s, the currency of Singapore
- SICAV                *Société d'Investissement à Capital Variable*, an investment company with variable capital
- SIF                    Specialised Investment Fund
- UCI                    Undertaking for collective investment
- US                     United States of America
- USD                    US Dollar/s, the currency of the United States of America



## II. SPECIAL PART

### INVESTINVENT FUNDS SICAV-SIF

# INVESTINVENT WIND ENERGY FUND

### SPECIAL PART A: 25 April 2024

This Special Part of the Offering Memorandum ("**Special Part**") supplements the General Part of the Offering Memorandum ("**General Part**") with regard to the Sub-fund INVESTINVENT FUNDS SICAV-SIF – INVESTINVENT WIND ENERGY FUND (the "**Sub-fund**"). The following provisions must be read in conjunction with the General Part of the Offering Memorandum.

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## 1. MARKET ENVIRONMENT AND OPPORTUNITY

In 2014, \$339 billion was invested globally across all asset classes in the renewable energy sector.<sup>1</sup> Global new investment in renewable power now rivals the inflows into traditional fossil fuel generation.<sup>2</sup> Each year since 2011, renewable power has accounted for over 40% of new installed global power generation capacity.<sup>3</sup> In 2014, \$242.5 billion was invested in new renewable energy projects as compared to \$132 billion in new fossil fuel power generation capacity.<sup>4</sup>

Historically, renewable power projects were financed by sponsors utilizing a combination of balance sheet and project finance capital. As a result of the global financial crisis several of the traditional sources of capital faced liquidity constraints and institutional investors stepped in to fill this funding gap. Equity investment in renewable power projects emerged as a distinct subset of the infrastructure asset class and sought to deliver returns similar to core or core plus infrastructure investments. This inflow of long term institutional capital was critical to accelerating the maturation and growth of the global renewable power sector. Post-financial crisis the sector has retained its appeal to investors and in 2015, renewable energy accounted for over 48% of all new installed power capacity globally.<sup>5</sup>

The global power sector is forecasted to receive \$7.7 trillion of new investment from 2013-2026, 65% of which is expected to be made in renewable power generation.<sup>6</sup> OECD countries have the highest average age of power plants with 40% of all fossil fuel and 50% of the nuclear generation capacity at over 30 years old.<sup>7</sup> Demand for investment in these economies is expected to be driven primarily by the need to replace power generation facilities that are inefficient or non-compliant with environmental regulations and not cost effective to repair. Over 45% of existing power generation capacity in OECD countries is expected to be retired by 2040. In non-OECD economies investment is expected to be driven by the need to meet current supply shortfalls and forecasted growth in demand. Between 2012 and 2040 global power generation capacity is expected to almost double. Over the same period the global power generation mix is also expected to change and renewable energy is forecasted to increase from 14% to 25% of installed power capacity. The majority of new renewable power generation installations will be wind and solar.<sup>8</sup>

### Drivers of Global Growth in Renewable Power Installations

*Competitiveness with Traditional Generation.* Commercial deployment of onshore wind and solar began in the 1980s and since then the technologies have evolved and achieved significant increases in production efficiency coupled with a reduction in costs. Since 2009, the levelized cost of electricity for onshore wind and solar photovoltaic has declined by 14% and 61%, respectively.<sup>9</sup> Power offtakers such as utilities are choosing to source wind and solar power based on the overall economic proposition including (i) increasing cost competitiveness with traditional generation (achieving and surpassing grid parity in several markets), (ii) diversification of existing generation portfolios, (iii) generally faster construction periods than those of other power generation sources, (iv) no fuel cost volatility, and (v) reduction of carbon and emissions exposure. Today, both corporate and individual consumers are starting to purchase renewable power or install their own renewable power systems because it is cost-effective and socially responsible. These factors have promoted the deployment of renewable power, with renewable power accounting for over 40% of new installed global power generation capacity annually since 2011.<sup>10</sup>

<sup>1</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

<sup>2</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

<sup>3</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

<sup>4</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

<sup>5</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

<sup>6</sup> 2030 Global Market Outlook, Bloomberg New Energy Finance, June 2014.

<sup>7</sup> World Energy Outlook 2014, International Energy Agency.

<sup>8</sup> World Energy Outlook 2014, International Energy Agency.

<sup>9</sup> 2030 Global Market Outlook, Bloomberg New Energy Finance, June 2014.

<sup>10</sup> Global Trends in Renewable Energy Investment 2015, UNEP and Bloomberg New Energy Finance.

*Macroeconomic Factors.* By 2040, global energy demand is expected to grow by 37% driven by increasing levels of industrialization, urbanization, and the wealth of a rapidly growing global population.<sup>11</sup> Global GDP and population are forecasted to grow by 3.4% and 0.9%, respectively per annum from 2012-2040.<sup>12</sup> Per-capita income is also expected to rise in all regions underpinning increased demand for goods and services and therefore the energy needed to provide these.

*Shift to Consumer Driven Demand For Renewable Energy.* A number of American countries, and several EU member states are undergoing a gradual shift from the traditional 'one-way' utility model where power flowed from the utility to a passive consumer. Today, both corporate and individual consumers are also starting to purchase renewable power because it is cost-effective. In the United States alone, corporations like Google, Mars, Facebook, and Apple have sourced over 1GW of renewable energy and it is estimated that US corporations could procure up to 60GW of renewable energy by 2025.<sup>13</sup> Energy storage solutions, are expected to further accelerate growth in the residential, community, and shared renewable energy markets.

*Global Energy Policy Continues To Accelerate Growth.* Energy policy plays an important role in addressing issues across the full spectrum of energy production, distribution, and consumption activities. As in the case of conventional power generation, initially policy drove the expansion of renewable power technologies by attracting investment and creating markets that brought about economies of scale and supported technology advances. While renewable power is increasingly cost competitive in several developed jurisdictions, policy will continue to play an important role in promoting the deployment of renewable power in newer markets. Since 2004, the number of countries promoting renewable power with direct policy support has increased from 48 to over 140.<sup>14</sup> In addition, policy targets have become increasingly ambitious, the mechanisms have continued to evolve, and the scope is expanding to address the need for grid infrastructure investment to support further growth of the renewable power sector.

*Certain Traditional Fossil Fuel Investors Shifting Investment Exposure Towards Renewable Power.* A number of prominent thought leader investors which were traditionally highly exposed to fossil fuel investments shifting their investment exposure to renewable power investments. Building off the global momentum, the Rockefeller Foundation for instance is working with governments, the private sector, and technologists, to catalyze an energy transformation by accelerating electrification in environmentally and economically sustainable ways. Through their Smart Power for Rural Development initiative, they are aiming to spark long-term economic growth and power opportunities. In 2018 the Norwegian government decided that the Norwegian State Pension Fund, the largest pension scheme globally, shall invest more easily into renewable power investments including non-listed wind and solar energy projects.

## 2. LAUNCH DATE

The Sub-fund has been launched on the 31st August 2005 as a Sub-fund of InvestInvent Funds SICAV plc. a collective investment scheme organized as a multi-fund company with variable share capital pursuant to the Companies Act, Chapter 386 of the Laws of Malta. As a result of the re-domiciliation of the Company with effect as of 1 June 2021 the Sub-fund is subject to and operates under the Laws of the Grand Duchy of Luxembourg.

**The migration of the Company and this Sub-fund may result in certain risks; please refer to paragraph "Risk resulting from the relocation of the Company" of section 32 "Risk Considerations" of the general part of the Offering Memorandum.**

<sup>11</sup> World Energy Outlook 2014, International Energy Agency.

<sup>12</sup> World Energy Outlook 2014, International Energy Agency.

<sup>13</sup> Recharge News, Business Renewables Center, April 2015.

<sup>14</sup> The First Decade: 2004-2014, REN 21.



### 3. INVESTMENT OBJECTIVE AND STRATEGY

#### a. Investment Objectives

The objective of the Sub-fund is to seek stable cash flows that, if generated, will be distributed to shareholders annually in accordance with dividend principles specified in this Special Part, in the case of holders of the Class B, D and F and H Distribution Shares, and will be accumulated within the Sub-fund and reflected in the price of the accumulation shares of the Sub-fund, in the case of holders of Class C, E, G and I Accumulation Shares.

#### b. Investment Strategy

The Sub-fund seeks to achieve its investment objective by investing predominantly directly or indirectly in private equity participations of ecologically valuable projects that offer attractive long-term investment returns primarily in areas such as, predominantly, wind energy related and on an ancillary basis, other infrastructure related projects. Up to 25% of the total Sub-funds' assets may be invested in other assets within the same industry sector, such as publicly traded equity, bonds and other debt securities. Money held by the Sub-fund in reserve pending investment, to pay expenses, prior to distribution to shareholders, or for defensive purposes, may be invested in cash and cash equivalents, including short-term instruments issued by recognized financial institutions and money market funds. There are no geographic investment restrictions relating to the Sub-fund.

With regard to the details of the investment strategy as outlined in Annex IV, point 10 of the Commission Delegated Regulation (EU) No 213/2013 of 19 December 2012 (the "AIFMR"), the Sub-fund pursues the following investment strategy: "Private Equity Strategies – Other private equity fund strategy".

**The investment strategy employed for the Sub-fund is risky. No assurance can be given that the investment objective of the Sub-fund will be achieved. See section 15 "Investment Considerations and Risk Factors".**

#### **Article 8 SFDR- environmental/social characteristics promoted by the Sub-fund**

The Sub-fund promotes environmental characteristics according to article 8 of the SFDR but does not have sustainable investment as its objective. More related information can be found in Appendix A "SFDR Disclosure" to this Special Part.

### 4. INVESTMENT RESTRICTIONS

There will be no investment restrictions applicable in addition to those set out in Section 5 of the General Part of the Offering Document.

For the avoidance of doubt, there is no ramp-up period for the Sub-fund, which is already diversified.

### 5. RISKS

Investors are advised to carefully consider the risks of investing in the Sub-fund and should refer in relation thereto to section "31. Risk Considerations" in the General Part of the Offering Document and to section "15. Investment Considerations and Risk Factors" of this Special Part.

### 6. BORROWINGS / LEVERAGE

Leverage through the borrowing of cash shall only be utilised in exceptional circumstances for temporary liquidity needs and shall be calculated according to the gross method and the commitment method. Leverage shall in no case exceed three (3) times (i.e., 300%) the Sub-fund's NAV.

According to the AIFMD, the leverage is defined as any method by which an AIFM increases the exposure of an AIF whether through borrowing of cash or securities, use of derivative positions or by any other means. The leverage generates additional risks. The leverage exposure is depicted as the ratio between the exposure of the AIF

and its net asset value. The exposure is calculated in compliance with the legal requirements in accordance with the gross method and the commitment method.

The gross method of calculating leverage shall be the sum of the absolute values of all positions valued in accordance with Article 19 of AIFMD and all delegated acts adopted pursuant to it. For the calculation of the exposure of an AIF in accordance with the gross method an AIFM shall:

- (a) exclude the value of any cash and cash equivalents which are highly liquid investments held in the base currency of the AIF, that are readily convertible to a known amount of cash, are subject to an insignificant risk of change in value and provide a return no greater than the rate of a three- month high quality government bond;
- (b) convert derivative instruments into the equivalent position in their underlying assets;
- (c) exclude cash borrowings that remain in cash or cash equivalent as referred to in point (a) and where the amounts of that payable are known;
- (d) include exposure resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of the cash borrowed;
- (e) include positions within repurchase or reverse repurchase agreements and securities lending or borrowing or other arrangements.

The exposure of an AIF calculated in accordance with the commitment method shall be the sum of the absolute values of all positions valued in accordance with Article 19 of AIFMD and its corresponding delegated acts. For the calculation of the exposure of an AIF in accordance with the commitment method an AIFM shall:

- (a) convert each derivative instrument position into an equivalent position in the underlying asset of that derivative;
- (b) apply netting and hedging arrangements;
- (c) calculate the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the AIF;
- (d) include other arrangements in the calculation in accordance with paragraphs (3) and (10) to (13) of Annex I of the Commission Delegated Regulation;

## 7. PORTFOLIO MANAGER

InvestInvent AG, a public limited company (*Aktiengesellschaft*) incorporated under the laws of Switzerland, having its registered office at Löwenstrasse 2, 8001 Zurich, Switzerland, and registered in Switzerland under number CHE-109.689.514, and regulated by the Swiss Financial Market Supervisory Authority (FINMA), has been appointed by the AIFM as Portfolio Manager of the Sub-fund (for further details see section 11 “Portfolio Manager and Investment Advisors” of the General Part of the Offering Memorandum).

The Portfolio Manager may in compliance with applicable laws and regulations sub-delegate part or all its duties to any person, firm or companies. However, the Portfolio Manager shall be responsible for supervising, and remains liable for any act or omission of such delegates as if it was its own act or omission.

The power to sub-delegate is subject to the prior notification to and receipt of written consent from the AIFM and the prior notification to the CSSF before the sub-delegation arrangements become effective and all delegation requirements must be complied with respect to the sub-delegation.

Any such relevant investment sub-management agreement, if any, will be entered into between the AIFM, the Portfolio Manager and such relevant sub-delegate.

In consideration for its investment management services in relation to the assets of the Sub-fund, the Portfolio Manager shall receive a Management Fee as described in section 12 Fees of this Special Part. Any fee paid to a sub-delegate, if applicable, shall be paid out of the Management Fee.

**8. DURATION**

The Sub-fund has been established as an open-ended fund and for an unlimited period of time. However the Board, subject to prior approval of the CSSF, retains the right to convert it into a closed-ended Sub-fund in the event that the Board deems this to be in the overall interests of the Sub-fund and its investors as a whole, provided that in such case Shareholders will be offered the right to request the cost-free redemption of their Shares prior to such conversion becoming effective.

**9. FREQUENCY OF THE NET ASSET VALUE CALCULATION AND VALUATION DAY**

The Valuation Day for the Sub-fund shall be the final Business Day in Luxembourg of each calendar month, or such other additional day or days as the Board may reasonably decide at their discretion on which the Administrative Agent shall determine the Net Asset Value of the Shares, which shall be the value of the assets less the liabilities attributable to the relevant category of Shares, divided by the number of the relevant class of Shares in issue. The Administrative Agent shall calculate the Net Asset Value per Share, on each relevant Valuation Day, using closing prices of underlying assets of the immediately preceding Business Day. The Net Asset Value shall be expressed in EUR for Class B, C, F and G and shall be expressed in CHF for Class D, E, H and I Shares, rounding down to the nearest second decimal figure of the relevant Currency. The Company can suspend the determination of the Net Asset Value in those instances detailed in the Articles of Association of the Company.

The Net Asset Value for each Classes of Shares will be available at the registered office of the Company and/or with the Administrative Agent.

**10. USE OF DERIVATIVES**

The Sub-fund may invest in any kind of derivatives permissible under Luxembourg laws and regulations. In order to match the long-term risk return profile the Sub-fund may enter in any kind of derivatives, such as inter alia inflation linked derivatives or interest rate derivatives either directly or indirectly. Inter alia, in order to protect its present and future assets and liabilities against fluctuation of currencies, the Sub-fund may enter into transactions the object of which is the purchase or the sale of forward foreign exchange contracts, the purchase or the sale of call options or put options in respect of currencies, the purchase or the sale of currencies forward or the exchange of currencies on a mutual agreement basis.

The Sub-fund may decide not to use any of these strategies, and there is no assurance that any derivatives strategy used by the Sub-fund will succeed.

**11. SHARES**

At the time of this Special Part, the Sub-fund offers, in addition to the Founder Shares as defined in the General Part of this Offering Memorandum, the following Classes of Shares, having the following features and reserved to Qualified Investors.

1. Class B EUR InvestInvent Wind Energy Fund Distribution Shares;
2. Class C EUR InvestInvent Wind Energy Fund Accumulation Shares;
3. Class D CHF InvestInvent Wind Energy Fund Distribution Shares;
4. Class E CHF InvestInvent Wind Energy Fund Accumulation Shares;
5. Class F EUR InvestInvent Wind Energy Fund Distribution Shares;
6. Class G EUR InvestInvent Wind Energy Fund Accumulation Shares;
7. Class H CHF InvestInvent Wind Energy Fund Distribution Shares;
8. Class I CHF InvestInvent Wind Energy Fund Accumulation Shares.

Classes B, C, F and G shall be denominated in Euro (EUR), whereas Classes D, E, H and I shall be denominated in Swiss Franc (CHF).

A key information document ("**KID**") shall be made available in compliance with the relevant provisions of Regulation (EU) 1286/2014, as amended, and Commission Delegated Regulation (EU) 2017/653 for the relevant Classes of Shares.

The net income (if any), after expenses, attributable to Categories B, D, F and H being the Distribution shares, shall be distributed to the relevant Shareholders by way of a dividend in accordance with the following distribution principles:

**Distribution Shares:** The Company may from time to time, as it deems fit, and subject to the applicable laws, pay such dividends attributable to the Distribution Shares of the Sub-fund, subject to the Company having discretion not to distribute all income received. Dividends may be paid in such currency, as the Company may deem appropriate subject to the observance of any applicable law. When part or all of the income attributable to the Distribution Shares is not distributed as dividends, such income will be accumulated within the Sub-fund and reflected in the price of the Distribution Shares. The dividends, if any, payable to the holders of Distribution Shares shall be a sum recommended by the Company. The Company shall seek, but is not obliged, to distribute the entire amount of income (i.e., both dividends and capital repayments) received from the Sub-fund's investments.

**Accumulation Shares:** The relevant proportionate amount of the Sub-funds net income (if any) attributable to Classes C, E, G and I, being the accumulation shares shall, after expenses, be accumulated within the Sub-fund and reflected in the price of the Accumulation Shares of the Fund.

**Founder Shares:** the Company may from time to time, as it deems fit and subject to the applicable laws and the availability of net income, distribute to the holders of Founder Shares an aggregate amount of EUR 100 on top of their contribution to the share capital.

All Classes of Share shall be bound by the same investment objectives, investment policies and borrowing and investment restrictions. Moreover, all Classes of Share shall have identical portfolios of assets and liabilities, with the main distinction between them being that the Classes B, D, F and Class H Shares shall be Distribution Shares, whilst the Classes C, E, G and Class I Shares shall be Accumulation Shares.

The following minimum investment requirements shall apply to the Sub-fund:

1. **EUR 75,000** for Class B EUR InvestInvent Wind Energy Fund Distribution Shares;
2. **EUR 75,000** for Class C EUR InvestInvent Wind Energy Fund Accumulation Shares;
3. **CHF 100,000** for Class D CHF InvestInvent Wind Energy Fund Distribution Shares;
4. **CHF 100,000** for Class E CHF InvestInvent Wind Energy Fund Accumulation Shares;
5. **EUR 1,000,000** for Class F EUR InvestInvent Wind Energy Fund Distribution Shares;
6. **EUR 1,000,000** for Class G EUR InvestInvent Wind Energy Fund Accumulation Shares;
7. **CHF 1,250,000** for Class H CHF InvestInvent Wind Energy Fund Distribution Shares;
8. **CHF 1,250,000** for Class I CHF InvestInvent Wind Energy Fund Accumulation Shares.

Once the minimum investment requirements listed above have been satisfied, any additional amount may be invested but the total amount invested must not at any time be less than the said EUR 75,000, CHF 100,000, EUR 1,000,000 or CHF 1,250,000 as the case may be, unless this is the result of a fall in the NAV of the Sub-fund. The Company may permit investment below the minimum investment requirement for a particular Class of Shares, provided that the minimum investment requirement is met at the level of the Sub-fund. This means that an investor may invest less than EUR 75,000 in Class C Shares, provided that the EUR 75,000 threshold is met through investment in another Class of Shares, bringing the total investment to EUR 75,000. The Minimum Investment / Holding Amount may be waived by the Board at its discretion (subject to the requirements of the 2007 Law), in compliance with the principle of fair treatment of investors.

### Subscriptions

As long as the Sub-fund is open for subscriptions they may be made as of each Valuation Day, at the conditions set out below:

- |                      |   |
|----------------------|---|
| <b>Cut-Off Time:</b> | Applications for subscriptions in the Sub-fund's Shares must be received by the Registrar & Transfer Agent not later than 4:00 P.M., Luxembourg time, at least two (2) Business Days prior to the relevant Valuation Day. |
| <b>Payments:</b>     | Payment for subscriptions must be received within one (1) Business Day prior to the relevant Valuation Day.   |

Any bank transfer charges shall be borne by the subscriber. If the Company receives payment for the Shares in a currency other than the Base Currency of the respective Share class, the Company shall convert or arrange for the conversion of the monies received into the relevant Base Currency of the Share class being subscribed and shall be entitled to deduct therefrom all expenses incurred in the conversion. The Company may impose any restrictions as it deems fit for the purpose of ensuring that no Shares in the Company are acquired or held by any person in breach of law or requirements of any country or authority or in contravention of this Offering Memorandum. The Sub-fund reserves the right to reject any Subscription Form in whole or in part without being obliged to give any reason.

### **Redemptions**

Redemptions may be made as of each Valuation Day, at the conditions set out below:

- Cut-Off Time:** Applications for redemption of Shares of the Sub-fund must be received by the Registrar & Transfer Agent no later than 4:00 P.M., Luxembourg time, forty-five (45) Business Days preceding the relevant Valuation Day.
- Payments:** The Sub-fund shall use all reasonable endeavours to pay such redemption proceeds to the redeeming Shareholder within 2 Business Days or as soon as reasonably practicable following determination of the Net Asset Value per Share.

Redemption proceeds shall be paid out in the base currency of the Sub-fund. Partly redemptions are permitted subject to a Shareholder holding not less than the Minimum Investment.

### **Deferred Redemption**

In the event that significant redemption requests are received for Shares as of a particular Valuation Day, the Company may reduce the requests rateably and pro-rata amongst all Shareholders seeking to redeem their Shares on the relevant Valuation Day in accordance with the provisions stated under section 19. "Redemption, Switching And Transfer Of Shares", sub-section "Redemption deferral" of the General Part of this Offering Memorandum.

### **Switching ("Conversion")**

Switching of the relevant class of Shares comprised in a valid switching request shall be effected by the redemption of such existing relevant class of Shares (save that the redemption monies shall not be released to the Shareholder) and the issue of the corresponding other relevant class of Shares, such redemption and issue taking place on the same Dealing Day. Irrevocable switching instructions received at the Company's registered address and/or at the office of the Administrative Agent up to 4.00p.m. three (3) Business Days prior to any Dealing Day, if accepted by the Board of Directors, will be dealt at the last available NAV. Irrevocable switching instructions received at the Company's registered address and/or at the office of the Administrative Agent after that cut-off time, if accepted by the Board of Directors, will be dealt at the prices calculated on the Dealing Day following the immediately succeeding Dealing Day, subject to the discretion of Board of Directors to process such 'late' switching instructions on the immediately succeeding Dealing Day.

## **12. REFERENCE CURRENCY / CURRENCY HEDGING**

The Reference Currency of the Sub-fund is the EURO. The Sub-fund shall employ a hedging strategy to hedge the net asset value of the CHF Share Categories that is Share Classes D, E, H and I (the "Hedged Share Classes"), against the Euro. The employment of such a hedging strategy is aimed to provide investors with a return correlated to the base currency performance of the Sub-fund, by reducing, although not eliminating, the effect of exchange rate fluctuations between the base (EUR) and hedged (CHF) currency. The Sub-fund's hedging transactions costs shall not exceed 25 basis points per hedging transaction, provided that any interest rate differential between EUR and CHF shall be borne by investors of the Hedged Share Categories and such differential shall not form part of the maximum hedging costs of 25 basis points.

## 13. FEES

### a. Subscription Fee / Redemption Fee / Conversion Fee

Subscription Fee: up to 5% (for all Classes of Shares)

Redemption Fee: n.a.

Conversion Fee: n.a. The Board retains the right to apply up to the maximum Subscription Fee for any conversion of Shares, based on the value of the existing Shares to be converted on the relevant Dealing Day.

### b. Portfolio Management Fee

#### Management Fee:

The Sub-fund shall pay InvestInvent AG as Portfolio Manager, an annual portfolio management fee as follows:

- 1.7% of the net asset value of the Sub-fund for Classes B, C, D and E;
- 1.3% of the net asset value of the Sub-fund for Classes F, G, H and I.

The above fees shall be paid to the Portfolio Manager on a monthly basis in arrears.

**Performance Fee:** N.A.

#### Placement Fees

The Company, on behalf of the Sub-fund, and/or Invest Invent A.G., as Manager, may engage placement agents in order to support the fund raising and / or marketing of the Sub-fund to Qualified Investors, under the supervision of the AIFM.

The fee payable to such placement agent(s), if any, shall be payable by the Manager out of the portfolio management fee. As a rule, placement or distribution fee arrangements shall always comply with applicable laws and regulations, as well as with the terms of the Offering Memorandum including this Special Part and the articles of association of the Company.

Any agent receiving such placement / distribution fees shall be requested to ensure compliance at any time with applicable legal or regulatory requirements towards its clients with respect to all fees payable or received in connection with the fund raising and or marketing of the Sub-fund under any relevant agreement (e.g. disclosure or other in the context of the regulation on inducements in the financial sector), in such a manner to ensure that:

- (i) investors investing in the Sub-fund via any such agent's client network and / or technical infrastructure are/will be informed prior their investment decision about the existence, nature and method of calculating the remuneration to which any such agent is entitled under any such agreement; and
- (ii) the activities of the agent are organized in a way designed to ensure that the receipt by the agent of the fees foreseen under any such fee arrangements may not lead the agent to render biased investment advice or recommendations to its clients."

#### M&A Fee

For the transactions relating to the portfolio of the Sub-fund, the Portfolio Manager may charge a transaction fee of up to 5 % of the transaction value to the Sub fund.

### c. Valuation expert fee

Valuation expert(s) may, from time to time, provide valuation support to the AIFM with respect to the Sub-fund in accordance with the provisions of section 8. "Valuation Expert" of the General Part to this Offering Memorandum, it being understood that the AIFM is responsible for the portfolio valuation as per article 17(4) b of the AIFM Law. Investors may obtain the relevant information regarding any valuation expert at the registered office of the Company.

The Sub-fund may pay all the valuation expert(s) a fee, as may be agreed from time to time between such valuation expert(s), the Company and the AIFM in relation to such services provided to the Sub-fund up to an amount of EUR 15,000 annually per investment (i.e. underlying security, holding or project).

## 14. INFORMATION FOR QUALIFIED INVESTORS IN SWITZERLAND

**Distribution to Qualified Investors in Switzerland: Shares in the Company are only available for subscription in Switzerland by Qualified Investors as defined below.**

Under the Swiss Federal Act on Collective Investment Schemes (CISA), any person distributing shares in Switzerland of a collective investment scheme to “Swiss Qualified Investors”, as defined under Article 10 of CISA, is required to comply with certain requirements, such as the appointing a Swiss-based legal representative and a paying agent.

The term “Swiss Qualified Investors” pursuant to the CISA specifically include:

1. regulated financial intermediaries such as banks, securities traders, fund management companies and asset managers of collective investment schemes, as well as central banks;
2. regulated insurance institutions;
3. public entities and retirement benefits institutions with professional treasury operations;
4. companies with professional treasury operations.

High-net-worth individuals may declare in writing that they wish to be deemed Swiss Qualified Investors. In addition, the Federal Council may make such persons' suitability as qualified investors dependent on certain conditions, specifically technical qualifications. Furthermore, investors who have concluded a written discretionary management agreement as defined in Article 3 Paragraph 2b and c of the CISA are deemed Swiss Qualified Investors unless they have declared in writing that they do not wish to be deemed as such. The Swiss Federal Council may deem other categories of investors to be Qualified Investors.

In view of the abovementioned requirements, the Company has appointed FIRST INDEPENDENT FUND SERVICES AG as its legal representative in Switzerland effective as of 1 November 2023 and NPB Neue Privat Bank AG as paying agent.

### **Place where Company's Documents may be Obtained**

The Company's Offering Memorandum, Articles of Association and any other documents required in terms of Article 13a of the Collective Investment Schemes Ordinance (CISO) as well as the Sub-fund's annual reports may be obtained free of charge from the legal representative in Switzerland.

### **Place of Performance and Jurisdiction for Swiss Qualified Investors**

In respect of the Shares distributed to Swiss Qualified Investors in and from Switzerland, the place of performance and jurisdiction is the registered office of the legal representative (i.e., in Zurich, Switzerland).

### **Payment of Retrocessions and Rebates**

The Portfolio Manager and its agents may pay retrocessions to third parties as remuneration for distribution activity in respect of the Shares in the Sub-fund in or from Switzerland. The Sub-fund may advance such retrocessions to third parties on behalf of the Portfolio Manager, such amount to be offset against the Portfolio Management Fee.

In case of distribution activity in or from Switzerland, the Portfolio Manager and its agents may upon request, pay rebates directly to investors. The Sub-fund may advance such rebates to third parties on behalf of the Portfolio Manager, such amount to be offset against the Portfolio Management Fee. The purpose of the rebates is to reduce the fees or costs incurred by the investor in question.

Rebates are permitted provided that:

- They are ultimately paid from fees received by the Portfolio Manager and therefore do not represent an additional charge on the Sub-fund's assets;

- They are granted on the basis of objective criteria;
- All investors who meet these objective criteria and demand rebates are granted rebates applicable to the relevant objective criteria.

The objective criteria for the granting of rebates by the Portfolio Manager are as follows:

- Specified level of assets invested by the investor in the Sub-fund and/or other products which form part of the product offering of the Portfolio Manager of the Sub-fund, as the same may be determined by Portfolio Manager from time to time;
- Overall relationship of the investor and its affiliates with the Portfolio Manager.

At the request of the investor, the Portfolio Manager must disclose the amounts of such rebates free of charge.

## 15. INVESTMENT CONSIDERATIONS AND RISK FACTORS

An investment in the Sub-fund is speculative and entails a significant degree of risk, including a risk of total loss of capital, and, therefore, should be undertaken only by investors capable of evaluating the risks of the Sub-fund and bearing the risks that it represents. The Shares are, and the Sub-funds' investments are expected to be, illiquid and subject to significant restrictions on transfer and investors should be aware that, as Shareholders, they may be required to bear the risks associated with an investment in the Sub-fund for an indefinite period of time. Prospective purchasers of Shares should carefully consider the following factors in connection with a purchase of Shares. The following list is not a complete list of all risks involved in connection with an investment in the Sub-fund. There can be no assurance that the Sub-fund will be able to achieve its investment objective or that Shareholders will receive a return on their capital, and investment results may vary substantially on a monthly, quarterly or annual basis.

### **Risks Related to the Renewable Power Industry**

Uncertainty of the Power Market Generally. The market for power continues to evolve, and its future will continue to be uncertain. Demand for conventional and renewable power in the markets and geographic regions that the Sub-fund targets may not develop as forecasted or may develop more slowly than anticipated. Many factors will influence the characteristics of power markets and the demand for power, including market prices and structure, the performance and reliability of conventional and renewable power technology and the adoption or implementation of new (or modifications to existing) laws, rules, regulations and policies governing the power industry.

Uncertainty of the Renewable Power Market (Including Solar and Wind Power). The markets for renewable power (including solar and wind power) are emerging and rapidly evolving. If such technologies prove unsuitable for widespread commercial deployment, if the regulatory environment evolves in a way that is not conducive to such technologies or if demand for renewable power fails to develop sufficiently, the Sub-fund's investments may be unable to generate enough revenue to achieve and sustain profitability. In particular, demand for solar and wind power in the markets and geographic regions that the Sub-fund targets may not develop or may develop more slowly. Many factors will influence demand for solar and wind power, including: cost competitiveness of solar and wind power technologies as compared with conventional and other renewable energy technologies; performance and reliability of solar and wind power generation projects as compared with conventional and other renewable power generation projects; success of other renewable power generation technologies such as fuel cells, biomass power generation and micro turbines; changes in technology and regulation that benefit or hamper wind and solar power such as transmission or energy storage developments or other factors; fluctuations in economic, regulatory and market conditions which impact the viability of conventional and other renewable energy sources, such as increases or decreases in the overall prices of oil, coal and natural gas; and availability of government subsidies and incentives.

Competition from Other Energy Resources. The performance of certain of the Sub-fund's investments may be impacted by the prevailing prices of coal, natural gas and, to a lesser extent, oil and other fuel sources for energy, including electricity. If energy derived from coal, natural gas, oil or other energy resources becomes more expensive, the value of renewable power technologies could increase. Conversely, if new coal, natural gas or other energy resources are found or become more commercially viable to produce (including due to the increasing usage of hydraulic fracturing), or if the cost of producing energy from these sources decreases significantly for other reasons, the attractiveness of renewable power sources could decrease. During the past year, oil prices have been



at one of the lowest points in the last 10 years. If they remain at this level or drop further over an extended period, it may be less attractive to build / buy energy from renewable power sources and will impact any renewable energy being generated and sold uncontracted.

Historically, the markets for oil and natural gas have been volatile and are likely to continue to be volatile in the future. Oil and gas prices are subject to wide fluctuation in response to relatively minor changes in the supply of and demand for fossil fuels, market uncertainty and a variety of additional factors that are beyond the control of the Investment Team or the Sub-fund. These factors include the level of consumer product demand; the refining capacity of oil purchasers; supply of fossil fuels; cost and availability of transmission; weather conditions; US and non-US governmental and international regulations; the price and availability of renewable fuels; political conditions in the Middle East, Africa, South America, Russia and other oil and gas producing regions; actions of the Organization of Petroleum Exporting Countries; the non-US supply of oil; the price of non-US imports; storage levels of natural gas in storage facilities; and overall economic conditions.

Recent technological progress in pollution control equipment for coal-fired generation plants may make it feasible for utilities to continue to operate those plants under newly mandated clean air regulations. Coal is plentiful in many countries, including the United States, and continued use of coal in electric generation facilities may apply pressure to the value of renewable power assets.

Importance of PPAs and Exposure to Merchant Power Pricing. A Portfolio Investment's expected revenue generally will be dependent on it being able to enter into and sell power under medium to long-term arrangements governing power sales, which can include bilateral agreements, power hedges, feed-in-tariffs and contracts associated with the sale of renewables obligation certificates and other contractual power sale arrangements (any such arrangements are referred to as "**PPAs**"). If a Portfolio Investment is not able to enter into a PPA, it will need to sell into the merchant power market and be exposed to pricing and volume risk. As discussed below, one of the risks associated with investing in Preconstruction Investments is that they may not be able to secure PPAs to sell power on favorable terms or at all and that they could be required to sell all their power in the merchant power market where they would be exposed to power price volatility. If a preconstruction, construction ready or under construction project secures a PPA but fails to meet certain conditions under the PPA, including the date by which it begins commercial operations, minimum power production levels, or breaches one or more other terms of the PPA, this may result in the termination of the PPA, in which case, the applicable Portfolio Investment's economics may depend on the power price and production volume fluctuation of the now-uncontracted revenue profile. In addition, a Portfolio Investment will likely have a longer project life than the term of the PPA. The exit valuation of a Portfolio Investment can be impacted by the merchant power pricing assumptions in the post-PPA period. In some instances, a PPA may also need to be renewed / replaced prior to the Sub-fund exiting the Portfolio Investment. If a Portfolio Investment is not able to enter into a new PPA, or if it is not able to enter into one on terms that are at least as favorable as the prior PPA, it will have a material adverse effect on the value of a Portfolio Investment. The duration and value of PPAs, as well as the effect of futures and/or merchant power markets, will have a significant impact on the viability of any Portfolio Investment.

The wholesale power markets in Europe and in the United States and elsewhere are subject to market regulation by system regulators, independent system operators, and transmission operators which can impact market prices for energy and capacity sold in such markets, including by imposing price caps, mechanisms to address price volatility or illiquidity in the markets or system instability and market power mitigation measures. There can be no assurance that market prices will be at levels that enable the Sub-fund's projects to operate profitably or as projected. A decline in electricity, renewable power attributes or capacity market prices below expected levels could have a material adverse effect on the Sub-fund's performance levels.

The Portfolio Investments' Competition. The Portfolio Investments will compete with many well-established companies and electricity sources. In particular, in the case of Preconstruction Investments, aggressive pricing by existing electricity producers or the entrance of new competitors into the Portfolio Investments' target markets could reduce a Portfolio Investment's chances of success. The solar power and wind power industries are both highly competitive and continually evolving as participants strive to distinguish themselves within their markets and compete with legacy participants in the electric power industry. If the Portfolio Investments are unable to effectively compete, the Portfolio Investments', and thus the Sub-fund's, financial condition and results of operations will suffer.

Any adverse changes to the regulations and policies of the wind power or solar power industries could deter other electricity customers or important investors from the markets targeted by the Sub-fund. In addition, electricity generated by solar power projects mostly competes with expensive peak hour electricity, rather than the less expensive average price of electricity, since solar electricity cannot currently be sold during night-time hours. Modifications to the peak hour pricing policies of utilities, such as flat rate pricing, would require solar power projects to achieve lower prices in order to compete with the price of electricity.

Any changes to government regulations or utility policies that restrict regulatory exemptions that many solar power and/or wind power projects now hold, or that expose solar power and/or wind power projects to traditional utility rate regulation or to utility corporate, financial or similar regulation could reduce the Portfolio Investments' competitiveness, limit the Portfolio Investments' activities, and cause a significant reduction in demand for solar or wind generated electricity.

Other Renewable Technologies. While the Sub-fund will primarily focus on wind power assets, it may make investments in projects that utilize other renewable technologies that are not as proven and developed as solar and wind, and there can be no assurance that such technologies will perform as expected. If such technologies perform less well than expected, the Sub-fund's results could be diminished.

Reduction in Government Support for Renewable Power. Renewable power projects currently enjoy support from governments and regulatory agencies throughout the world, which support is designed to incentivize the demand for renewable power, such as feed-in tariff regimes, production and investment tax credit regimes, depreciation benefits, renewable obligation certificate programs, renewable energy certificate programs, and various renewable and alternative portfolio standard requirements or mandates enacted by several states in the United States, the European Union (the "EU") and other OECD countries. The combined effect of these programs is to incentivize and subsidize the development, ownership and operation of renewable power projects, particularly in an environment where the existing power market structure facilitates the low cost of fossil fuel generation and might otherwise make the cost of producing energy from renewable sources uncompetitive. Any reduction, elimination or expiration of government subsidies and economic incentives for the renewable power industry (in particular for the solar or wind industries) could result in the diminished competitiveness of either solar or wind energy relative to conventional and other renewable sources of energy, which would negatively affect the growth of the solar or wind energy industry overall and the opportunities for the Sub-fund. Many government incentives could expire, phase-out over time, exhaust the allocated Sub-funding or require renewal by the applicable authority. A reduction, elimination or expiration of government subsidies and economic incentives for solar and wind electricity could result in the diminished competitiveness of solar and wind energy, respectively. There can be no assurance that governmental support for renewable power sources will continue at current levels or that the Sub-fund's investment opportunities will enjoy such incentives, which may in turn adversely affect the performance of the Sub-fund.

Environmental Regulation. Environmental laws, regulations and regulatory initiatives play a significant role in the renewable power industry and can have a substantial impact on investments in this industry. The Sub-fund may invest in projects that are subject to changing and increasingly stringent environmental and health and safety laws, regulations and regulatory initiatives.

There can be no guarantee that all costs and risks in connection with the compliance with environmental laws, regulations and regulatory initiatives can be identified or mitigated. New and more stringent environmental laws, regulations and regulatory initiatives or stricter interpretations of current laws, regulations and regulatory initiatives that target solar and wind or the components, materials or processes that go into such initiatives could impose substantial additional costs on Portfolio Investments. Compliance with such current or future environmental laws, regulations and regulatory initiatives does not ensure that the operations of the Sub-fund's projects will not cause injury to the environment or that the Sub-fund's projects will not be required to incur additional unforeseen environmental expenditures. Moreover, failure to comply with any such requirements could have a material adverse effect on a Portfolio Investment, and there can be no assurance that the Sub-fund's projects will at all times comply with all applicable environmental laws, regulations and regulatory initiatives. Any noncompliance with these laws and regulations could subject the Sub-fund and the Sub-fund's projects to material administrative, civil or criminal penalties or other liabilities and bringing a Portfolio Investment into compliance could impose additional costs and delays. In addition, the environmental conditions at project sites may change due to factors outside of the Sub-fund's control, such as the emergence of a protected or endangered species that was not expected to be present at the time that the project was permitted. This may require a Portfolio Investment to incur additional costs including,

potentially, fines imposed by governmental authorities. In the case of preconstruction investments, development may be halted until an alternative site is found.

Certain environmental laws and regulations may require that an owner or operator of an asset address prior environmental contamination, which could involve substantial cost. Such laws and regulations often impose liability without regard to whether the owner or operator knew of, or was responsible for, the release or presence of environmental contamination. The Sub-fund may therefore be exposed to substantial risk of loss as a result of environmental claims against the relevant operating companies.

Risk of Environmental Litigation. Renewable power projects are susceptible to litigation challenges brought by local groups or environmental conservation groups and other competing power generators. Although the Sub-fund intends to carefully evaluate the expected impacts of all potential investments, there can be no assurance that the Sub-fund's projects will not be subject to such claims.

Risk of Intellectual Property Related Litigation. The energy industry is characterized by the existence of a large number of patents, copyrights, trademarks and trade secrets and by litigation based on allegations of infringement or other violations of such intellectual property rights. There is a possibility of intellectual property rights claims against one or more Portfolio Investments or against a primary project participant, such as a technology or equipment provider. The Portfolio Investments' technologies may not be able to withstand third-party claims or rights restricting their use. Companies, organizations or individuals, including the Sub-fund's competitors or the competitors to the technology or equipment providers to the Portfolio Investments, may hold or obtain patents or other proprietary rights that may prevent, limit or interfere with the Portfolio Investments' ability to provide services or develop new products or services, making it more difficult for the Portfolio Investments to operate and meet pro forma assumptions. Any litigation or claims, whether valid or not, could be time-consuming, expensive to litigate or settle and could divert the Portfolio Investments' management attention and financial resources. If a Portfolio Investment is determined to have infringed upon a third party's intellectual property rights, such Portfolio Investment may be required to pay substantial damages, cease using technology found to be in violation of a third party's rights, or seek to obtain a license from the holder of the infringed intellectual property right, which license may not be available on reasonable terms, or at all, and may significantly increase such Portfolio Investment's operating expenses or may require the Portfolio Investment to restrict its business activities in one or more respects. Such Portfolio Investment may also be required to develop or purchase alternative non-infringing technology that could require significant effort and expense or may not be feasible. In the event of a successful claim of infringement against a Portfolio Investment, and its failure or inability to obtain a license for its use of the infringed technology, the Portfolio Investment's investment in a particular project may be delayed or abandoned, which could have a material adverse effect on the performance of the Sub-fund. Although it is unlikely, given the nature of the Portfolio Investments, that the Portfolio Investments would become subject to such litigation, the Sub-fund intends to carefully evaluate the intellectual property rights of all potential investments. There can be no assurance that the Sub-fund's projects will not be adversely affected by such claims.

Effects of Ongoing Changes in the Electric Industry. The Sub-fund's investments in renewable power projects will be directly and indirectly affected by changes in the electric utility industries. In many regions, the electric utility industry is experiencing increasing competitive pressures, especially in wholesale markets, as a result of consumer demands, technological advances, greater availability of natural gas and other factors. The industry is also impacted by an increase in environmental regulations and standards that may result in the retirement of fossil fuel plants that are not in compliance which may benefit renewable power. If there is a lowering of these standards and/or delays in enforcement, it could negatively impact renewable power projects and/or the growth of renewable power.

In response to such changes, federal, state, local and international government regulators have enacted or are considering enacting regulations designed to ensure that transmission service is provided on a nondiscriminatory and just and reasonable basis in order to provide for more transparency in the operation of the transmission grid and to cover transmission siting and interconnection. In addition, internal policies and regulations promulgated by electricity producers will have an impact on the market for renewable power products. Customer purchase of, or further investment in renewable energy sources could be deterred by these regulations and policies, which could result in a significant reduction in the potential demand for renewable power products.

Such changes may also have significant impacts on solar and wind generation. A number of countries are considering or implementing methods to introduce and promote competition in the sale of electricity. To the extent competitive pressures increase and the pricing and sale of electricity assume more characteristics of a commodity business, the economics of independent power generation projects into which the Sub-fund may invest may come under increasing pressure. Power market deregulation is fueling not only the current trend toward consolidation among utilities, but also the disaggregation of many vertically integrated utilities into separate generation, transmission and distribution businesses. As a result, additional significant competitors could become active in the independent power industry. In addition, independent power producers, including those with projects into which the Sub-fund may invest, may find it increasingly difficult to negotiate PPAs with solvent utilities, which may affect the profitability and financial stability of independent power projects.

There can be no assurance that (i) existing regulations applicable to electric utility companies will not be revised or reinterpreted; (ii) new laws and regulations will not be adopted or become applicable to electric utility companies; (iii) the technology and equipment selected by such companies to comply with current and future regulatory requirements will meet such requirements; (iv) such companies' business and financial conditions will not be materially and adversely affected by such future changes in, or reinterpretation of, laws and regulations (including the possible loss of exemptions from laws and regulations) or any failure to comply with such current and future laws and regulations; or (v) regulatory agencies or other third parties will not bring enforcement actions or litigation in which they disagree with regulatory decisions made by other regulatory agencies.

***Risks Related to Renewable Power Projects***

Political and Societal Challenges. Renewable power projects will be subject to siting requirements that are similar in many respects to those applicable to fossil fuels plants and other new land developments. Proposals to site a renewable energy plant or any associated infrastructure, including transmission-related structures, may be challenged based on alleged security concerns, disturbances to natural habitats for wildlife and adverse aesthetic impacts, as well as federal, state, local and private site selection concerns. Community and environmental groups may protest the development or operation of power generation assets which may induce government action to the detriment of the Sub-fund. Although the Sub-fund intends to carefully evaluate the expected environmental and sociological impact of all potential investments, there can be no assurance that the Sub-fund's projects will not be subject to such claims. In addition, there is the possibility that political and societal challenges could delay or prohibit the construction of a renewable power project or impair its operations.

The Production of Electrical Energy Depends on Suitable Wind and Solar Conditions. The electricity produced and revenues generated by a wind or solar energy project depend heavily on natural resource conditions, which are variable and forecasted based on resource measurements, assumptions and models, in the case of new projects, or on historical performance, in the case of operating projects. If the wind or solar conditions are unfavorable or below estimates, then the electricity production may be substantially below the Investment Team's expectations. Insufficient electricity production may trigger a contractual breach of or financial penalty under a PPA or ultimately cause a default in the project level finance arrangements. Operating results for projects vary significantly from period to period. Wind and solar energy projects require natural resource conditions that are found in limited geographic areas and, within these areas, at particular sites. A key part of the Investment Team's investment decision making process is to estimate the power production of the project, which includes an evaluation of the resource levels at the site in the context of the equipment that will be used at that site. Actual wind or solar conditions, however, may not conform to projected data in these studies and may be affected by variations in weather patterns, including any potential impact of climate change. Therefore, the electricity generated by the Sub-fund's projects may not meet expected production levels or the rated capacity of the turbines or solar panels that comprise such projects, which could adversely affect the Sub-fund's performance. Such meteorological studies continue to evolve as the industry matures and more data becomes available. Thus, production assumptions may be flawed in ways yet to be discovered broadly in the industry.

Technical Risks. A Portfolio Investment's assets may be subject to technical risks, including the risk of mechanical breakdown, spare parts shortages, failure to perform according to design specifications and other unanticipated events, which may adversely affect operations. While the Sub-fund will seek investments in which creditworthy and appropriately bonded and insured third parties bear much of these risks, there can be no assurance that any or all such risks can be mitigated or that such parties, if present, will perform their obligations.

Operational Risk and Catastrophic and Force Majeure Events. The long-term profitability of renewable power assets is partly dependent upon the efficient operation and maintenance of the assets and asset-owning Portfolio Investments. Inefficient operation and maintenance may reduce the profitability of Portfolio Investments, adversely affecting the Sub-fund's financial returns. Notwithstanding their proper and efficient operation and maintenance, the use of renewable power assets may be interrupted or otherwise affected by a variety of events outside the Investment Team's or the Sub-fund's control, including natural disasters (such as lightning strikes, floods, earthquakes, tornados, extended periods of extreme wind, hurricanes, fires and typhoons), man-made disasters, defective design and construction, slope failure, fuel prices, environmental legislation or regulation, general economic conditions, labor disputes, terrorist acts and other unforeseen circumstances and incidents. Certain of these events have affected other infrastructure assets in the past, and if the use of the renewable power assets operated by Portfolio Investments is interrupted in whole or in part for any period as a result of any such events, the revenues of such Portfolio Investments could be reduced, the costs of maintenance or restoration may increase, and the overall public confidence in such renewable power assets could be reduced. While the Sub-fund will seek to make investments where insurance and other risk management products (to the extent available on commercially reasonable terms) are utilized to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, this may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and such insurance proceeds as may be derived in a timely manner from covered risks may be inadequate to completely or even partially cover a loss of revenues, an increase in operating and maintenance expenses and/or a replacement or rehabilitation.

Climate Change and Natural Events May Reduce Energy Production Below Expectations. Prolonged changes in climatic conditions may have a significant impact on the revenues, expenses and conditions of Portfolio Investments. While the precise future effects of climate change are unknown, it is possible that climate change could affect wind levels, annual sunshine, and the severity and frequency of storms and other severe weather events.

Reductions in levels of wind or sunlight could materially adversely affect the revenues and cash flows of Portfolio Investments that depend on the capture of wind or sunlight to derive revenues. If such reductions are significant, these Portfolio Investments may be rendered inoperable. Conversely, significant increases in severe weather or wind velocity could cause damage to wind turbines or solar panels or create periods when the assets are not able to function. In the event that climate change causes sea levels to rise, the Sub-fund may be forced to incur expenses to prevent Portfolio Investments from being damaged or rendered unusable by such rising sea levels. If sea levels rise at a rapid pace, it is possible that the Sub-fund may be unable to prevent certain Portfolio Investments from being destroyed. This risk may be particularly pronounced for offshore wind assets. Severe weather events, such as lightning strikes, floods, earthquakes, tornados, extended periods of extreme wind, hurricanes, fires, typhoons and many sorts of other unfavorable weather conditions or natural disasters could damage or require a Portfolio Investment to shut down its projects and facilities, impeding the applicable Portfolio Investment's ability to maintain and operate its assets, decreasing electricity production levels and, therefore, the Sub-fund's performance levels. Operational problems, such as degradation of turbine components or solar panels due to wear or weather or capacity limitations on the electrical transmission network, can also affect the amount of energy the Sub-fund's projects are able to deliver. Any of these events, to the extent not fully covered by insurance, could have a material adverse effect on the Sub-fund.

Moreover, if the evidence supporting climate change continues to grow, various government entities may also enact more restrictive environmental regulations. Although such regulations are often beneficial to renewable energy sources, more restrictive regulations could materially adversely impact the revenues and expenses of Portfolio Investments.

Ability to Exit Investments. In evaluating exit strategies for some or all of the Investments, the Sub-fund may consider a number of alternatives, including (i) publicly listing the Sub-fund or all or a portion of the Portfolio Investments of the Sub-fund, (ii) disposing of or distributing Portfolio Investments to another entity (including to other Client Accounts), including individual assets, in a transaction or series of transactions that may involve all or a substantial portion of the Portfolio Investments, and (iii) merging or otherwise combining the Sub-fund or certain Portfolio Investments or individual assets with another entity (including other Client Accounts). If the Sub-fund fails to execute a liquidity event in respect of the Sub-fund or a significant portion of the Portfolio Investments successfully prior to the liquidation of the Sub-fund, the Sub-fund may be forced to liquidate its assets on terms less favorable than expected. There can be no assurance that the Sub-fund will be able to dispose of its investments on favorable

terms, in a timely manner or at all, and the proceeds from these Portfolio Investments and the remaining Portfolio Investments, if any, may be adversely affected.

Regulatory and Contractual Compliance Risks. Most of the Sub-fund's investments will be subject to substantial regulation by government agencies. In addition, renewable power investments are usually governed by a series of legal documents, contracts, governmental licenses, concessions and leases that are complex and may result in disputes over interpretation and/or enforceability. If any of the Portfolio Investments in which the Sub-fund invests fails to comply or is deemed to fail to comply with these regulations or contractual obligations, they could be subject to monetary penalties or they may lose their rights to operate the underlying infrastructure assets, or both. Where ability to operate a renewable power project is subject to a concession, lease, permission or license (a "**Concession**") from a government entity, the Concession may restrict a Portfolio Investment's ability to operate the asset in a way that maximizes cash flows and profitability. The Concession may also contain clauses more favorable to the government counterparty than a typical commercial contract. Government counterparties also may have the discretion to change or increase regulation of the operations of the investments or to implement laws, regulations or policies affecting their operations, separate from any contractual rights that the government counterparties may have. There can be no assurance that relevant government bodies will not legislate, regulate or otherwise act in a way that would have a material adverse effect on the business of the Sub-fund's investments.

Financing Risks. The economic performance of Portfolio Investments generally assumes financial leverage and structuring, which introduces potential risks regarding such assumptions and of potential refinancing. There is a risk that the current availability of project debt providers, tax equity investors or other sources of project finance will not continue in the future. Further, there is a risk that while such financing partners may be available, they will not participate at spreads or levels as have been assumed. Finally, in certain instances the financing obtained at the time of investment may not be available for the life of the asset. For example, if leverage with respect to a Portfolio Investment must be repaid, the Portfolio Investment may not be able to obtain new leverage to repay such leverage or, if it is able to obtain such new leverage, it may not be able to obtain it on terms that are as favorable as those it obtained with respect to the prior leverage. Therefore, there is a risk that, in the future, the project financing market may materially change and impact the return on the Sub-fund's investments.

The Insurance Procured by Portfolio Investments for the Projects May be Inadequate. The Portfolio Investments will be expected to maintain insurance consistent with industry standards to protect against certain construction and operating risks. Despite the insurance coverage expected to be procured by the Portfolio Investments, not all risks are insurable and/or will be insured, and disputes may develop over insured risks. Insurance against certain risks, such as natural disasters or terrorism may be unavailable, unavailable at a reasonable cost, available in amounts that are less than the full market value or replacement cost or subject to a large deductible. If certain adverse construction or operation events occur, there can be no assurance that the proceeds of the applicable insurance policies will be adequate to cover potential lost revenues, increased expenses or the cost of repair or replacement, which in turn could materially and adversely affect the Portfolio Investments. In the event that a project is damaged or destroyed and not repaired or replaced, the proceeds of insurance available to repay indebtedness may be insufficient to repay any indebtedness in full. Further, there can be no assurance that such insurance coverage will be available or will continue to be available on commercially reasonable terms or at commercially reasonable rates.

Risks Related to External Counterparties. Portfolio Investments will have counterparty credit and performance risk with a number of different parties under various contracts, including but not limited to PPAs, operation and maintenance contracts, financing arrangements, interconnection agreements, asset management agreements, construction agreements and equipment supply agreements. The Portfolio Investments are expected to execute a number of key contracts to sell power generated, purchase equipment and materials (including warranties), and to provide for the provision of insurance, debt financing, interest rate hedges, grid interconnection, operation and management, administration and other services. If the contractual parties do not perform their obligations, it could materially impact the performance of the Portfolio Investments and the Portfolio Investments may have to enter into alternative arrangements that may result in increased overall costs to the applicable Portfolio Investments.

Portfolio Investments may enter into PPAs with third parties to sell the electricity generated. In the event that the power purchasing party is unable to fulfill its obligations under contract, the applicable Portfolio Investment may lose income and be exposed to prevailing market prices for power earlier than expected. The Portfolio Investment may be able to replace the contract. However, there can be no assurance that the Portfolio Investment will be able

to replace the contract or that any new contractual terms would be favorable to the Portfolio Investment and, therefore, such a breach by a counterparty may have a material adverse effect on the Sub-fund's performance.

Portfolio Investments will enter into interconnection agreements with third parties to deliver the electricity generated by Portfolio Investments to the grid. The Portfolio Investments will be exposed to a failure in the operation of transmission facilities or to the curtailment of the delivery of electricity to the grid or to changes in the rules governing the grid. This may reduce the amount of electricity that could be exported to the grid and may have a material adverse effect on the applicable project's financial performance and, in turn, the Sub-fund's performance.

The Portfolio Investments will enter into warranty and maintenance agreements with the manufacturers of wind turbines and solar panels. Such warranties typically cover the nonperformance of the equipment under certain conditions and may be subject to time limits, maximum payout clauses and other contractual restrictions. The payments under the warranties depend on the manufacturer's ability to satisfy its obligations, introducing both performance and credit risk related to the counterparty.

The operation and management of the projects is generally performed by an operation and management contractor under contract with the Portfolio Investment. This constitutes an additional level of expense that is borne by the Sub-fund. The operations of a project may be materially and adversely affected by the performance and creditworthiness of such contractor. The applicable Portfolio Investment may be forced to either replace the operation and management contractor or assume the operation and management responsibilities itself at higher costs or with less effectiveness than expected.

The Sub-fund may have counterparty credit and performance risks related to its hedging program. If one of the Sub-fund's counterparties does not perform its obligations, the Sub-fund may have to enter into alternative arrangements that may result in increased overall costs to the Sub-fund. Conversely, if the Sub-fund fails to perform its obligations under any such counterparty arrangement, the applicable counterparty may be entitled to pursue default remedies against the Sub-fund.

**Bankruptcy.** One or more Portfolio Investments may become involved in bankruptcy or similar proceedings. Such proceedings involve significant risks as many events in bankruptcy are beyond the control of the equity holders and creditors, and there can be no assurance that a bankruptcy court would not approve actions that would be contrary to the interests of the Sub-fund. **In addition, in the event of a bankruptcy of a Portfolio Investment, there is significant risk that the Sub-fund, as an equity holder, could have its investment completely lost given the priority of payment given to creditors.** As a result of a bankruptcy filing, a company may lose its market position and key employees and otherwise become incapable of restoring itself as a viable entity. Additionally, the recoveries received by creditors and equity holders, if any, in bankruptcy can be adversely affected by the administrative costs of the bankruptcy proceeding, which, in many countries, are frequently high and paid out of the debtor's estate prior to any recovery to creditors and equity holders, and by any delays resulting from the negotiation, approval, confirmation or implementation of the plan of reorganization. Moreover, it is often difficult to estimate the extent of, or even to identify, any contingent claims that might be made and certain claims that have priority by law (for example, claims for taxes) may be significant. Lastly, if the proceeding is converted to a liquidation, the liquidation value of the asset may not equal the liquidation value that was believed to exist at the time of the investment. In addition, bankruptcy laws in non-US jurisdictions may differ from US bankruptcy laws and may introduce additional risks to the Sub-fund and its investment program.

**Preconstruction Investments and Investments in Projects that are not Operational Carry Significant Additional Risks.** The development and construction of renewable power projects involves numerous risks. Subject to the limitations in the Sub-fund, the Sub-fund expects to invest in Preconstruction Investments, projects that are construction ready or that are being constructed, as well as projects that are operational. Investments in projects that are not operational carry special risks, and those risks are more pronounced for Preconstruction Investments. Where the Sub-fund makes such investments, it is likely to retain some of the risk that the project will not be completed within budget, to the agreed specification or at all. For a variety of reasons, there is no assurance that Portfolio Investments that are not yet operational will ever become operational and, if they do not do so, it may result in a complete loss of the Sub-fund's investment. In addition, any delay in the projected completion of the project would result in the delay of any return on the investment and increase the risk that the project will not be completed.

Success in developing a Portfolio Investment that is not yet operational may be contingent, among other things, upon: (i) negotiation of satisfactory engineering, procurement and construction agreements; (ii) negotiation of satisfactory equipment supply and PPAs on favorable terms; (iii) receipt of required governmental and environmental permits and approvals; (iv) obtaining grid access and payment of interconnection and other deposits (some of which may be non-reSub-fundable); (v) obtaining construction financing; and (vi) suitable site selection and the ability to secure site control. Even if a Portfolio Investment is able to secure a PPA, the failure to construct the applicable renewable power projects in a timely manner may place such Portfolio Investment in breach of its obligations and may result in its termination.

Successful completion of construction of a particular project may be substantially delayed or otherwise adversely affected by numerous factors, including: (i) the above factors; (ii) unforeseen engineering, environmental and geological problems; (iii) difficulty in obtaining regulatory, environmental or other approvals or permits or in obtaining financing, (iv) contractor performance shortfalls; (v) shortages of construction equipment, material and labor (vi) work stoppages and labor disputes; (vii) cost over-runs; (viii) adverse weather conditions; (ix) the insolvency of a principal contractor, a major subcontractor and/or a key equipment supplier, (x) the need for additional capital to complete construction and (xi) environmental and geological conditions.

If any of these events occur, the construction of a project may be delayed, the project may cost the applicable Portfolio Investment more to complete than originally projected, debt service costs may increase (and project owners may not be able to meet such higher costs), the project may not have sufficient financing, the project may not qualify for governmental supports, the project may miss completion milestones under its major contracts (e.g., PPAs, interconnection), the Portfolio Investment may have to compensate land owners for damaged property, and the project may not perform as well as the Sub-fund expected, any of which could materially and adversely affect the Portfolio Investment's projected economics and hence the Sub-fund's performance. In addition, the Sub-fund's investment may not be sufficient to complete development and construction of any project. The Sub-fund could have a complete loss of capital if the project is not or cannot be developed.

The Sub-fund may make Preconstruction Investments in operating businesses that are developing projects. If a Preconstruction Investment's operating business undergoes a reorganization or its pipeline of projects become unviable, this could result in a complete loss of such Preconstruction Investment.

Selection of Project Sites in Connection with Preconstruction Investments. When investing in a Preconstruction Investment, projections of wind and solar resources on which such investment is based rely upon assumptions about turbine or solar panel placement, interference between turbines and the effects of vegetation, land use and terrain, all of which involve uncertainties that require the exercise of considerable judgment. For example, sites must be suitable for construction of a renewable power project, including related roads and operations and maintenance facilities. Projects must be interconnected to electricity transmission or distribution networks. Once a suitable operating site has been identified for a Preconstruction Investment, obtaining the requisite land rights (including access rights, setbacks and other easements) requires negotiation with landowners and local government officials. These negotiations can take place over a long period of time, are not always successful and sometimes require economic concessions not in the original plans. Other factors, such as regulations intended to protect endangered species, may also require a site to be moved from a previously selected site, resulting in additional costs and delays. The property rights necessary to construct and interconnect projects must also be insurable and otherwise satisfactory to the applicable Preconstruction Investment's financing counterparties. In addition, the ability to obtain adequate property rights is subject to competition from, and challenge by, other energy developers, including but not limited to wind and solar energy developers. If a Preconstruction Investment is unable to obtain adequate property rights for a project, including its interconnection, that project may be smaller in size or potentially unfeasible. Failure to obtain insurable property rights for a project satisfactory to the applicable financing counterparties would hamper the Preconstruction Investment's ability to obtain third-party financing and could prevent ongoing development and construction of that project. Any of these factors could cause a Preconstruction Investment to develop sites that have less potential than expected, or to develop sites in ways that do not optimize the site's potential, which could cause the return on the Sub-fund's investment in these Preconstruction Investments to be lower than expected.

#### ***Legal, Tax and Regulatory Risks***

The AIFM, the Portfolio Manager, the Depositary and the Administrative Agent are all part of larger organizations with multiple business lines active in multiple jurisdictions that are governed by a multitude of legal systems and



regulatory regimes, some of which are new and evolving. As a result, the Sub-fund, the AIFM, the Portfolio Manager, the Depositary and the Administrative Agent and/or their respective affiliates are subject to a number of legal, tax and regulatory risks, including changing laws and regulations, developing interpretations of such laws and regulations, as well as existing laws, and increased scrutiny by regulators and law enforcement authorities. Some of this evolution may be directed at the alternative fund industry in general, or certain segments of the industry, and may result in scrutiny or claims against the Sub-fund, the AIFM, the Portfolio Manager, the Depositary or the Administrative Agent directly for actions taken or not taken by the Sub-fund, the AIFM or the Portfolio Manager.

The legal, tax and regulatory environment for alternative investment funds, investment advisers, and the instruments that they utilize (including derivative instruments) is continuously evolving. Such uncertainty and any resulting confusion may itself be detrimental to the efficient functioning of the financial markets and the success of certain investment strategies. Further, the ability of the Sub-fund to pursue its strategies may be adversely affected due to additional regulatory requirements or changes to regulatory requirements applicable to the Sub-fund, such as requirements that may be imposed due to other activities of the AIFM, the Portfolio Manager or their affiliates or as a result of the investment in the Sub-fund by certain investors or types of investors.

Any changes to current regulations or any new regulations applicable to the Sub-fund, the AIFM or the Portfolio Manager could have a material adverse effect on the Sub-fund (including by imposing material costs on the Sub-fund, reducing profit margins, reducing investment opportunities, requiring a significant restructuring of the manner in which the Sub-fund is organized or operated or by otherwise restricting the Sub-fund, the AIFM or the Portfolio Manager).

The tax information provided in the Memorandum is based, to the best knowledge of the AIFM, upon tax law and practice as at the date of this Memorandum. Tax legislation, the tax status of the Sub-fund, the taxation of the investors and any tax relief, and the consequences of such tax status and tax relief, may change from time to time. Any change in the taxation legislation in any jurisdiction where a Sub-fund is marketed or invested could affect the tax status of the Sub-fund and/or the value of a Sub-fund's investments in the affected jurisdiction, affect a Sub-fund's ability to achieve its investment objective and/or alter the post-tax returns to investors.

The Sub-fund or investors in the Sub-fund may be subject to withholding or other taxes on income and/or gains arising from the Sub-fund's investments, including without limitation taxes imposed by the jurisdiction in which the issuer of securities held by the Sub-fund is incorporated, established or resident for tax purposes (although any such taxes may be subject to the possibility of reduction under applicable double tax treaties). Where the Sub-fund invests in securities that are not subject to withholding or other taxes at the time of acquisition, there can be no assurance that tax may not be withheld or imposed in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Sub-fund may not be able to recover such tax and, in addition, local taxes incurred by the Sub-fund or its investment subsidiaries may not be creditable or deductible by an investor so any such change would have an adverse effect on the value of the Sub-fund's investments and returns to investors.

The availability and value of any tax relief available to investors depend on the individual circumstances of investors. Prospective investors are urged to consult their tax advisors with respect to their particular tax situations and the tax effects of an investment in the Sub-fund.

Where the Sub-fund chooses or is required to pay tax liabilities and/or account for reserves in respect of taxes that are or may be payable in respect of current or prior periods (whether in accordance with current or future accounting standards), this would have an adverse effect on the value of the Sub-fund's investments. This could cause benefits or detriments to certain investors, depending on the timing of their entry to and exit from the Sub-fund.

Where the Sub-fund invests in a jurisdiction where the tax regime is not fully developed or is not sufficiently certain, the Sub-fund, the Manager, the European Manager and their affiliates shall not be liable to account to any investor for any payment made or suffered by the Sub-fund in good faith to a fiscal authority for taxes or other charges of the Manager, the Sub-fund or the European Manager notwithstanding that it is later found that such payments need not or ought not have been made or suffered. Conversely, where through fundamental uncertainty as to the tax liability, adherence to best or common market practice (to the extent that there is an established best practice) that is subsequently challenged, or the lack of a developed mechanism for practical and timely payment of taxes, the

Sub-fund pays taxes relating to previous years, any related interest or late filing penalties will likewise be chargeable to the Sub-fund. Such late paid taxes will normally be debited to the Sub-fund at the point the decision to accrue the liability in the accounts of the Sub-fund is made.

As private investment firms and other alternative asset managers become more influential participants in the global financial markets and economy generally, the asset management industry has been subject to criticism by some politicians, regulators and market commentators. In Germany, for example, US private investment firms are perceived by some as being responsible for high levels of domestic unemployment. There have been similar concerns expressed in other European countries. Recently, various federal, state and local agencies have been examining the role of placement agents, finders and other similar private equity service providers in the context of investments by public pension plans and other similar entities, including investigations and requests for information. Furthermore, elements of organized labor and other representatives of labor unions have embarked on a campaign targeting private investment firms on a variety of matters of interest to organized labor, including with respect to affording favorable treatment or significant deference to organized labor and labor unions in dealings with Preconstruction Investments. There can be no assurance that the foregoing will not have an adverse impact on the Sub-fund, the Board, the AIFM the Portfolio Manager or any of their respective affiliates (including the Investment Team) or otherwise impede the Sub-fund's activities.

This increased political and regulatory scrutiny of the asset management industry has been particularly acute during the recent global financial crisis. For example, in addition to the US legislation described above, other jurisdictions, including many European jurisdictions, have proposed modernizing financial regulations that have called for, among other things, increased regulation of, and disclosure with respect to, and possibly registration of, private investment Sub-funds. There is therefore a material risk that regulatory agencies in the United States, Europe or elsewhere may adopt burdensome laws (including tax laws) or regulations, or changes in law or regulation, or in the interpretation or enforcement thereof, which are specifically targeted at the asset management industry, or other changes that could adversely affect private investment firms and the Sub-funds they sponsor, including the Sub-fund.

In summary, regulation generally as well as regulation more specifically addressed to the asset management industry, including tax laws and regulation, whether in Europe or elsewhere, could increase the cost of acquiring, holding or divesting investments, the profitability of investments and the cost of operating the Sub-fund. Additional regulation could also increase the risk of third-party litigation. The transactional nature of the business of the Sub-fund exposes the Sub-fund, the Board, the AIFM, the Portfolio Manager, and each of their respective affiliates (including the Investment Team) generally to the risks of third-party litigation.

***Risks Related to the Sub-fund's Investment Program***

Investment and Trading Risks. All investments in securities and other financial instruments risk the loss, including the complete loss, of capital. The Sub-fund's investment program may utilize investment techniques with significant risk characteristics, including risks arising from leverage, margin transactions, short sales, swaps, options on securities and forward contracts, volatility of the credit, fixed income, equity, commodity, currency and other financial markets, the risk of loss from counterparty defaults and the risks of borrowing, including for purposes of making investments, and risks associated with making investments outside the United States. These investment techniques may, in certain circumstances, increase the adverse impact to which the Sub-fund may be subject.

Liabilities Resulting from Ownership of Investments. The Sub-fund may take ownership positions in Portfolio Investments that could expose it to risk of liability for environmental damage, product defect, failure to supervise management, violation of governmental regulations and other types of liability, in which the limited liability characteristic of business entities may be ignored. If these liabilities were to occur, the Sub-fund could suffer losses in its investments. The Sub-fund may also be exposed to risk in connection with the disposition of Portfolio Investments. When disposing of Portfolio Investments, the Sub-fund may be required to make representations and warranties about the business and financial affairs of the Portfolio Investments typical of those made in connection with the sale of any business, or may be responsible for the contents of disclosure documents under applicable securities law. The Sub-fund may also be required to indemnify the purchasers of Portfolio Investments or underwriters to the extent that any such representations and warranties or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which will be borne by the Sub-fund.

Risk of Minority Positions. The Sub-fund may hold minority positions in Portfolio Investments. While the Sub-fund will seek to get the appropriate governance and exit rights at the time of investment, there may be instances in which the Sub-fund may not be able to exercise control over such Portfolio Investments. In addition, in certain situations, including where the businesses are in bankruptcy or undergoing a reorganization, minority investors may be subject to the decisions taken by majority investors, and the outcome of the Sub-fund's investment may depend on such majority controlled decisions, which decisions may not be consistent with the Sub-fund's objectives.

Expedited Transactions. Investment analyses and decisions by the Portfolio Manager may be undertaken on an expedited basis in order for the Sub-fund to take advantage of available investment opportunities. In such cases, the information available to the Portfolio Manager at the time the Sub-fund makes an investment may be limited, and the Portfolio Manager may not have access to the detailed information regarding the investment opportunity, in each case, to an extent that may not otherwise be the case had the Portfolio Manager been afforded more time to evaluate the investment opportunity. Therefore, no assurance can be given that the Portfolio Manager will have knowledge of all circumstances that may adversely affect a Portfolio Investment. Further, the Sub-fund may conduct its due diligence activities in a very brief period and may assume the risks of obtaining certain consents or waivers under contractual obligations. In addition, the Portfolio Manager may rely upon independent consultants in connection with their evaluation of prospective investments. There can be no assurance that these consultants will accurately evaluate such investments.

Provision of Managerial Assistance. The Sub-fund may obtain rights to participate substantially in and to influence substantially the conduct of the management of the companies in which it invests. The Sub-fund may designate directors (and non-executive chairmen) to serve on the boards of directors or other comparable governing bodies of such companies. The designation of directors and other measures contemplated could expose the assets of the Sub-fund to claims by a company in which it invests, its security holders and its creditors. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability generally not applicable to legal entities with limited liability. If these liabilities were to occur, the Sub-fund could suffer losses in its investments. While the Board, the AIFM and the Portfolio Manager intend to manage the Sub-fund in a way that will minimize exposure to these risks, the possibility of successful claims cannot be precluded. As the Sub-fund may be deemed to control the companies in which it invests, and as directors of such companies may be nominated and elected by the Sub-fund, the Sub-fund may be deemed a fiduciary with respect to such companies and their shareholders as a whole, and, therefore, the Sub-fund's ability to act solely in the Sub-fund's own interest with respect to such companies may be limited. In addition, the Sub-fund may be exposed to claims by other shareholders, including derivative claims and class action suits, seeking compensatory damages as well as injunctive relief. While the Sub-fund expects to conduct business in such a manner as to fully honor any such fiduciary obligations, such claims (even if without merit) may cost time and money, and potentially could delay or otherwise interfere with business plans of the Sub-fund with respect to each underlying company.

Use of Leverage. The Sub-fund expects to use leverage in connection with its investments by borrowing or investing in entities or Portfolio Investments that use leverage. Such leverage increases both the potential profit and the potential loss of the Sub-fund's assets. The cumulative effect of the use of leverage by the Sub-fund in a market that moves adversely to its investments could result in a substantial loss to the Sub-fund that would be greater than the loss if the Sub-fund were not leveraged. As described below, failure to satisfy the terms of debt incurred by the Sub-fund can have negative consequences, including forced liquidation of other Sub-fund investments in order to satisfy the borrower's obligations. Leverage may also be generated by using derivatives. Leverage may also take the form of trading on margin, which will result in interest charges that could be substantial. Futures and forward trading permit a high degree of leverage and, accordingly, a relatively small price movement in a futures or forward contract may result in the immediate and substantial decline in value of an investment. The use of leverage will have the effect of increasing the volatility of the Sub-fund's investments.

The Sub-fund's assets, including any investments made by the Sub-fund and any capital held by the Sub-fund, may be available to satisfy all liabilities and other obligations of the Sub-fund. If the Sub-fund or any of its Portfolio Investments defaults on secured indebtedness, for example, the lender may foreclose and the Sub-fund could lose its entire investment in the security for such loan. If the Sub-fund itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Sub-fund's assets generally and will not be limited to any particular asset, such as the investment giving rise to the liability.

Derivative Risk. The Sub-fund may utilize, directly or indirectly, a variety of exchange traded and over the counter (“OTC”) derivative instruments such as forward contracts and futures contracts for investment purposes.

Losses in excess of the amount invested may be incurred from investment in such derivative instruments due to low margin deposits creating leverage which is typically associated with investment in such instruments. These instruments may be sensitive to small price movements, may be considered illiquid and could be difficult to price under certain market conditions.

Illiquid and Long-Term Investments. It is expected that it will take a significant period of time for the Sub-fund to complete making a Portfolio Investment. Such investments may take several years from the initial investment date to reach a state of maturity when realization of the investment can be achieved. It is unlikely that there will be a public market for the investments acquired by the Sub-fund at the time of their acquisition. The Sub-fund generally will not be able to sell its interests in such investments publicly unless the issuer has consummated a public offering of its securities and such offered securities are registered under applicable securities laws, or unless an exemption from such registration requirements is available. In addition, in some cases, the Sub-fund may be prohibited by contract from selling certain securities for a period of time and, as a result, may not be permitted to sell a Portfolio Investment at a time it might otherwise desire to do so. Further, disposition of Portfolio Investments may require a lengthy time period or may result in distributions in kind to investors.

Valuation Risk. The Sub-fund will rely on an external valuator and the AIFM for valuation of its assets and liabilities. The Sub-fund will primarily hold securities and other assets that will not have readily assessable market values. In such instances, the AIFM together with the external valuator will determine the fair value of such securities and assets in their reasonable judgment based on various factors and may rely on internal pricing models. Such valuations may vary from similar valuations performed by independent third parties for similar types of securities or assets. The valuation of illiquid securities and other assets is inherently subjective and subject to increased risk that the information utilized to value such assets or to create the price models may be inaccurate or subject to other error. The value of the Sub-fund’s Portfolio Investments may also be affected by changes in accounting standards, policies or practices. Due to a wide variety of market factors and the nature of certain securities and assets to be held by the Sub-fund, there is no guarantee that the value determined by the AIFM and the external valuator will represent the value that will be realized by the Sub-fund upon the eventual disposition of the investment or that would, in fact, be realized upon an immediate disposition of the investment. As the value of the Sub-fund’s assets may be used by the Portfolio Manager in determining the extent to which hedging techniques may be used, the risks associated with using hedging (see “Currency and Foreign Exchange Risks”) may become exacerbated.

Risks Associated with Geography of Investments. Although the Sub-fund’s primary geographic focus will be the Europe (Germany and France), the Sub-fund may also invest in non-EU countries. Investments in certain countries, particularly emerging market countries, pose currency exchange risks (including devaluation, non-exchangeability and repatriation of capital) as well as a range of political and other potential risks which could include, depending on the country involved, expropriation, confiscatory taxation, or the imposition of non-US taxes, including withholding tax, on income and gains recognized with respect to investments, political or social instability, illiquidity, price volatility, market manipulation and imposing limits on usurious interest rates and subjecting lenders to liability for inappropriate lending. In addition, less information may be available regarding non-EU investments, and non-EU companies may not be subject to accounting, auditing and financial reporting standards and requirements comparable to or as uniform as those of EU companies. Transaction costs of investing outside the EU are generally higher than in the EU. There is generally less government supervision and regulation of exchanges, brokers and Sub-funds outside the EU than there is in the EU. Non-EU investments pose certain legal risks, including that (i) laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary appreciation or interpretation, (ii) both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries, and (iii) the Sub-fund may encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in non-EU courts. Non-EU markets also have different clearance and settlement procedures which in some markets have at times failed to keep pace with the volume of transactions, thereby creating substantial delays and settlement failures that could adversely affect the Sub-fund’s performance. Greater tax risks and complexities may also be associated with these investments.

Currency and Foreign Exchange Risks. The Sub-fund expects that it will invest in EURO denominated investments, and it may also make non-EURO denominated investments. The Sub-fund will, however, value its securities and

other assets in EURO. In addition, distributions from the Sub-fund to the Shareholders generally will be made in EURO. Therefore, the value of the Sub-fund's Portfolio Investments and distributions to Shareholders may be adversely affected by reductions in the value of non-EURO currencies. To the extent the Sub-fund invests in non-EURO investments, the Sub-fund may hedge against possible variations in the exchange rate between the currencies and the EURO. This is accomplished through contractual agreements to purchase or sell one specified currency for another currency at a specified future date and price determined at the inception of the contract. Hedging non-EURO currency risk will impose an expense and may decrease the profitability of the Sub-fund, and there can be no assurance that such strategies will be effective. As the Portfolio Manager may take into consideration the value of the Sub-fund's assets in determining any hedging program, the risks associated with the valuation of assets (see "Valuation Risk"), in particular those relating to accuracy of valuation, may impact the effectiveness of any hedging strategy. Such impact may be negative. To the extent unhedged, the value of the assets of the Sub-fund will fluctuate with the EURO exchange rates as well as the price changes of the investments by the Sub-fund in the various local markets and currencies. Thus, an increase in the value of the US dollar compared to the other currencies in which the Sub-fund makes its investments will reduce the effect of increases and magnify the EURO equivalent of the effect of decreases in the prices of the Sub-fund's assets in their local markets. Conversely, a decrease in the value of the EURO dollar will have the opposite effect on the Sub-fund's non-EURO investments. Among the factors that may affect currency values are trade balances, the level of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. The value of the Sub-fund's Portfolio Investments may also be affected by developments relating to controls and restrictions on non-EURO currency remittance of the proceeds of investments in a non-EURO jurisdiction.

Potential Failure of the Euro. Certain of the Portfolio Investments are expected to be located in the European Union or are otherwise likely to be affected by the strength of the Euro. European financial markets have experienced volatility and have been adversely affected by concerns about rising government debt levels, credit rating downgrades, and possible default on or restructuring of government debt. These events have caused bond yield spreads (the cost of borrowing debt in the capital markets) and credit default spreads (the cost of purchasing credit protection) to increase, most notably in relation to certain EU countries that have adopted the Euro as their common currency and sole legal tender (the "Eurozone"). The governments of several member countries of the European Union have experienced large public budget deficits, which have adversely affected the sovereign debt issued by those countries and may ultimately lead to declines in the value of the Euro.

It is possible that countries that have already adopted the Euro could abandon the Euro and return to national currencies and/or that the Euro will cease to exist as a single currency in its current form. The full legal, economic, contractual and other consequences of abandonment of the Euro or any country's resulting exit from the European Union are impossible to predict, but are likely to be negative and have a destabilizing effect on all Eurozone countries and their economies, with a negative effect on the global economy as a whole. Although the Portfolio Investments are expected to be US dollar denominated, the effect of such potential events on the Portfolio Investments is impossible to predict.

Risk of Sector Concentration. Given the sector and asset specific nature of the investment strategy of the Sub-fund, the exposure of the Sub-fund will be highly concentrated in renewable power companies and assets and the aggregate return of the Sub-fund may be substantially adversely affected by the unfavorable overall performance of the renewable power sector. Concentration in renewable power companies and assets may subject the Sub-fund to greater volatility than a more diversified portfolio of investments. In addition, during the initial stages of the Sub-fund's investment strategy, the Sub-fund will be highly concentrated in a few investments and the unfavorable performance of such investments could have a disproportionately adverse effect on the performance of the Sub-fund.

Third-Party Involvement. The Sub-fund may enter into co-investments with either third parties or other Sub-funds and client accounts managed or established by InvestInvent AG or any of its affiliates through partnerships, joint ventures or other entities (such co-investments, "Co-Investments"). Co-Investments may involve risks not present in investments where a third party is not involved, including the possibility that a third-party co-venturer or partner (each such third party, a "Co-Investor") may at any time have economic or business interests or goals that are inconsistent with those of the Sub-fund, might become bankrupt, or may be in a position to take action contrary to the investment objectives of the Sub-fund. In addition, the Sub-fund may in certain circumstances be liable for the actions of its Co-Investor.

While the Portfolio Manager expects to attempt to measure and monitor risks of Co-Investments, the amount and quality of risk due diligence, measurement and monitoring may depend on access to information from the Co-Investors and/or underlying companies. There is no assurance that the Co-Investors and/or underlying companies will provide the Portfolio Manager with access to this information, or that any such information will be accurate, complete, current or otherwise reliable. When this information is unavailable, estimates of risk will be made. Any failure of a Co-Investor (or its agents) to provide accurate information with respect to a Co-Investment could subject the Sub-fund to losses. Efforts to measure and reduce risk may not be successful.

#### ***Risks Related to the Sub-fund***

The Sub-fund's results of operations will depend upon the availability of suitable investment opportunities for the Sub-fund and the performance of its investments.

Reliance on the Investment Team, Investment Professionals and the Platform's Investment Processes. The Sub-fund's investment activities will be directed by the Portfolio Manager or affiliates thereof. The Shareholder have no right or power to make decisions with respect to the management, disposition or other realization of any investment, or other decisions regarding the business and affairs of the Sub-fund. Consequently, the success of the Sub-fund will depend, in large part, on the skill and expertise of the Investment Team of the Portfolio Manager as well as on the processes (including the committees that review and approve investments and the approvals required before an investment is made) utilized by such individuals.

Reliance on the Portfolio Manager. Certain of the Sub-fund's investments may be structured on terms negotiated by the Portfolio Manager. If the Portfolio Manager resigns or no longer serves as the Portfolio Manager of the Sub-fund, such investments may be terminated or otherwise no longer be available to the Sub-fund, which may have an adverse impact on the Sub-fund's investment performance. Moreover, subjective decisions made by the Portfolio Manager may cause the Sub-fund to incur losses or to miss profit opportunities.

Highly Competitive Market for Investment Opportunities. The activity of identifying, completing and realizing Portfolio Investments is highly competitive and involves a high degree of uncertainty. The Sub-fund will be competing for access to a number of Portfolio Investments with other private equity investors, as well as individuals, financial institutions, strategic players and other investors (including, potentially, local and national governments), some of which may have greater resources than the Sub-fund. Moreover, over the past several years, an ever-increasing number of private equity funds have been formed (and many such existing Sub-funds have grown in size). Additional Sub-funds with similar objectives may be formed in the future by other unrelated parties. In addition, the emergence and popularity of YieldCos as a mechanism for accessing renewable energy investments has also increased attention to and the amount invested in the renewable energy industry. The availability of investment opportunities generally will be subject to market conditions, as well as the prevailing regulatory and political climate. It is possible that competition for Portfolio Investments may increase, thus reducing the number of investments available to the Sub-fund and adversely affecting the terms upon which investments can be made. There can be no assurance that the Sub-fund will be able to locate, consummate and exit investments that satisfy its investment objectives, or that the Sub-fund will be able to fully invest its committed capital. Similarly, such competitors may be seeking to dispose of renewable power assets at the same time as the Sub-fund, thereby creating competition for potential buyers. Subject to Section X "Summary of Principal Terms of the Offering – Successor Sub-funds," Sunstar Delux may establish Sub-funds that would compete with the Sub-fund for prospective investments.

Illiquidity of Investments; No Assurance of Investment Return; Loss of Entire Investment. No assurance can be given as to the Sub-fund's ability to choose, make and realize investments in any particular company or portfolio of companies. Dispositions of investments may require a lengthy time period or may result in distributions in kind of illiquid securities or other assets to the Partners. The Sub-fund will acquire securities that cannot be sold except pursuant to applicable securities laws. There can be no assurance that private purchasers can be found for the investments of the Sub-fund. Even if the Sub-fund's investments prove successful, they are unlikely to produce a realized return (except potentially for any current income derived from certain investments) to the Investors for a number of years. Investors must be prepared to maintain their investments in the Sub-fund for the term of the Portfolio Investments, even if the expected holding period of Portfolio Investments extend beyond the Manager's expected realization period.

There can be no assurance that the Sub-fund will be able to generate returns for the Investors or that the returns will be commensurate with the risks of investing in the type of companies and transactions described herein. There

can be no assurance that any Investor will receive any distribution from the Sub-fund. Accordingly, an investment in the Sub-fund should only be considered by sophisticated investors who are able to bear the risks associated with such investment for an indefinite period of time and who can afford a loss of their entire investment. An investment in the Sub-fund should not be considered a complete investment program.

Forward-Looking Statements. This Memorandum contains forward-looking statements. These forward-looking statements reflect the Board's and the AIFM's view with respect to future events such as "may", "will", "should", "expect", "anticipate", "project", "estimate", "intend", "continue", "target", "believe", the negatives thereof, other variations thereof or comparable terminology. Actual results could differ materially from those in the forward-looking statements as a result of various factors. Investors are cautioned not to place undue reliance on such statements.

Additional Reserves. Reserves may be set aside for actual or projected expenses, liabilities or other obligations, contingent or otherwise (including Management Fees). These reserves generally will be invested in money market Sub-funds or other short-term and liquid investments. It is expected that these short-term, liquid investments will yield relatively low returns. As a result, the Shareholders returns may be reduced if amounts are retained in reserves in lieu of being distributed. Where such reserves are held in cash and placed with a financial institution, the Sub-fund will also be exposed to counterparty credit risk relating to that institution.

Distributions. There can be no assurance that the operations of the Sub-fund will be profitable, that the Sub-fund will be able to avoid losses or that cash from its investments will be available for distributions.

Indemnification. The Board, the AIFM, the Portfolio Manager and other Indemnified Persons are entitled to be indemnified, except under certain circumstances, by the Sub-fund. The obligation of the Sub-fund to fund any indemnification generally will survive the termination of the Sub-fund.

Inside Information. From time to time, the Board, the AIFM, the Portfolio Manager or any of their affiliates may come into possession of confidential or material, non-public information concerning a company in which the Sub-fund has invested, or proposes to invest, and the possession of such information may limit the ability of the Sub-fund to buy or sell securities of such issuer. The Sub-fund's investment flexibility may be constrained as a consequence of the Portfolio Manager's inability to use such information for investment purposes. The Portfolio Manager may be subject to other restrictions on its investment flexibility.

Protection of Confidentiality. Except with respect to tax-related matters and disclosures to authorized representatives, Shareholders will be required to keep confidential any information relating to the Sub-fund and its affairs, including the identities of the other Shareholders, all offering materials used in connection with the marketing and private placement of Interests in the Sub-fund, all books and records of the Sub-fund and any information or matter related to the Portfolio Investments. To protect the sensitive nature of this information, the AIFM may, to the maximum extent permitted by applicable law, keep confidential from any Shareholder any information the disclosure of which (i) the Sub-fund, the AIFM or any of their respective affiliates is required by law, agreement or otherwise to keep confidential; or (ii) the AIFM reasonably believes may have an adverse effect on (a) the ability to entertain, negotiate or consummate a Portfolio Investment or potential Portfolio Investment; (b) the Sub-fund, the AIFM or any of their respective affiliates; or (c) any person that is the subject of any Portfolio Investment or potential Portfolio Investment. With respect to any Shareholder that is subject to, or believes that it is subject to, any "freedom of information," "sunshine" or other law, rule or regulation that imposes upon such Shareholder an obligation to make certain information available to the public, the Sub-fund will request confidential treatment, to the maximum extent permitted under such law, rule or regulation, of all confidential information. Each Shareholder will agree not to release any confidential information pursuant to any law, rule or regulation, including any "freedom of information," "sunshine" or similar law, without, to the maximum extent permitted by applicable law, first giving the AIFM at least 30 days' notice and providing the Board with its reasonable cooperation in contesting, eliminating or otherwise mitigating the obligation to make such release.

Involuntary Sale of Interest. Pursuant to the applicable Articles of Incorporation, the Board may, upon written notice, cause a Shareholder to sell its Shares if the Board or the AIFM determines, in its discretion, that the continued participation of such Shareholder would have a material adverse effect on any Sub-fund, the AIFM, the Portfolio Manager or any of their respective affiliates, including if such continued participation would be likely to result in violations of law or the imposition of a material regulatory, compliance, legal or other similar burden.

Fees and Expenses. Shareholders will bear their allocable shares of the investment and operating expenses of the Sub-fund, the Portfolio Management Fee paid to the Portfolio Manager, any fees paid to the Administrative Agent

pursuant to the Administration Agreement, and service fee due to other service provider. Accordingly, gross returns, if any, will be reduced by the foregoing fees and investment and administrative expenses.

US Tax Incentives for US Wind and Solar Power Projects. Projects in the renewable power sector may benefit from numerous US federal income tax incentives, including the investment tax credit, production tax credit, and accelerated depreciation. Certain tax benefits under US tax regulations applicable to investments in the renewable power sector, however, have expired or are set to expire and there can be no assurance that such benefits will be extended or renewed, retroactively or prospectively, by the US Congress. Renewable energy policy has been, and is expected to continue to be, a matter of political discussion, and there can be no assurance that US tax legislation favorable toward the renewable power sector will continue or that changes in the tax laws will not limit or eliminate the present tax incentives. The expiration of US tax incentives for renewable energy could materially impact the profitability of the Sub-fund's future Portfolio Investments and the Sub-fund's overall investment strategy. Accordingly, the returns to Limited Partners can be impacted.

Misconduct of Employees and of Third Party Service Providers. Misconduct or misrepresentations by employees of the Portfolio Manager or third-party service providers could cause significant losses to the Sub-fund. Employee misconduct may include binding the Sub-fund to transactions that exceed authorized limits or present unacceptable risks and unauthorized trading activities, concealing unsuccessful investment activities (which, in any case, may result in unknown and unmanaged risks or losses) or making misrepresentations regarding any of the foregoing. Losses could also result from actions by third-party service providers, including failing to recognize trades and misappropriating assets. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the Sub-fund's business prospects or future marketing activities. No assurances can be given that the due diligence performed by the Portfolio Manager will identify or prevent any such misconduct.

Mail. Mail addressed to the Sub-fund and received at its registered office will be forwarded unopened to the forwarding address supplied by the Sub-fund to be dealt with. None of the Sub-fund, the AIFM, the Portfolio Manager or any of its or their directors, officers, advisors or service providers (including the organization which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address.

Co-Investment Opportunities. From time to time, the Sub-fund may make a Portfolio Investment with the expectation of offering a portion of its interests therein as a Co-Investment Opportunity to Shareholders and/or other third-party investors. There can be no assurance that the Sub-fund will be successful in selling a portion of its interests in such Portfolio Investment, in whole or in part, that the closing of such Co-Investment Opportunity will be consummated in a timely manner, that the sale will take place on terms and conditions that will be preferable for the Sub-fund or that expenses incurred by the Sub-fund with respect to such sale will not be substantial or will be recouped from the investors participating in such Co-Investment Opportunity. The Sub-fund may sell a portion of a Portfolio Investment, directly or indirectly, to investors participating in such Co-Investment Opportunity at a loss. In the event that the Sub-fund is not successful in selling a portion of such Portfolio Investment, in whole or in part, the Sub-fund may consequently hold a greater concentration and have more exposure in such Portfolio Investment than was initially intended, which could make the Sub-fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto. Moreover, a Portfolio Investment by the Sub-fund that is not sold down to investors participating in a Co-Investment Opportunity as originally anticipated could significantly reduce the Sub-fund's overall investment returns.

Agreements with Certain Shareholders or Ultimate Beneficial Owners. The Board, the AIFM and/or the Portfolio Manager, without any further act, approval or vote by any Shareholder, may enter into arrangements with certain Shareholders that have the effect of altering or supplementing the terms of such Shareholders interest in the Sub-fund, including arrangements with respect to waivers or reductions of the Management Fee, the circumstances under which exclusion from Portfolio Investments or involuntary withdrawals from the Sub-fund may be required, "most favored nation" rights (*i.e.*, the right to receive favorable rights or economic arrangements that may be afforded to other investors), the right to receive reports from the Sub-fund on a more frequent basis or to receive reports that include information not provided to other Shareholders; the right to be offered a Co-Investment Opportunity and/or the terms of such Co-Investment Opportunity; consent rights; arrangements with respect to waivers of certain obligations, including indemnification obligations set forth in a Shareholders Subscription Agreement; modifications to the applicable Shareholders Subscription Agreement; and any other matter deemed appropriate



by the Board, the AIFM or the Portfolio Manager. Such arrangements generally will be based on such factors as the size of a Shareholder in the Sub-fund, a Shareholders existing relationship with the Portfolio Manager or any particular regulatory or legal considerations applicable to a Shareholder; *provided*, that the Board and/or the AIFM or Portfolio Manager may enter into such arrangements for any reason it deems necessary, advisable, desirable or convenient. As a result, returns may vary from Shareholder to Shareholder depending on any arrangements applicable to a given Shareholder's investment in the Sub-fund.

***The foregoing list of risk factors does not purport to be a complete enumeration of the risks involved in an investment in the Sub-fund. Additional risks may exist that are not presently known to the Board, AIFM or Portfolio Manager or are deemed immaterial. Prospective investors should read this entire Memorandum and the Articles of Incorporation and consult with their independent advisors before deciding whether to invest in the Sub-fund. In addition, as the investment program of the Sub-fund develops and changes over time, an investment in the Sub-fund may be subject to additional and different***

## APPENDIX A: SFDR DISCLOSURE

**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 include a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

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:** InvestInvent Wind Energy Fund (the “Sub-fund”) **Legal entity identifier:** 529900B8RQ2854S6D169

## Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?	
<p><input checked="" type="radio"/> <input checked="" type="radio"/> <input type="radio"/> <b>Yes</b></p> <p><input type="checkbox"/> It will make a minimum of <b>sustainable investments with an environmental objective: ____%</b></p> <p style="margin-left: 40px;"><input type="checkbox"/> in economic activities that qualify as environmentally sustainable under the EU Taxonomy</p> <p style="margin-left: 40px;"><input type="checkbox"/> in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy</p> <p><input type="checkbox"/> It will make a minimum of <b>sustainable investments with a social objective: ____%</b></p>	<p><input checked="" type="radio"/> <input type="radio"/> <input checked="" type="radio"/> <b>No</b></p> <p><input type="checkbox"/> It <b>promotes Environmental/Social (E/S) characteristics</b> and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ____% of sustainable investments</p> <p style="margin-left: 40px;"><input type="checkbox"/> with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy</p> <p style="margin-left: 40px;"><input type="checkbox"/> with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy</p> <p style="margin-left: 40px;"><input type="checkbox"/> with a social objective</p> <p><input checked="" type="checkbox"/> It promotes E/S characteristics, but <b>will not make any sustainable investments</b></p>



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

The characteristics promoted by the Sub-fund consist of taking part of the energy transition by investing predominantly directly or indirectly in private equity participations of ecologically valuable projects that offer attractive long-term investment returns primarily in areas such as, predominantly, wind and solar energy related and on an ancillary basis, other infrastructure related projects.

No reference benchmark has been designated for the purpose of attaining the environmental or social characteristics promoted by the Sub-fund.

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

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

The sustainability indicators used are:

- 1- The Sub-fund total rated capacity in megawatt;
- 2- Reduction of carbon footprint of the Sub-fund calculated by means of the carbon dioxide (CO<sub>2</sub>) calculator provided on the website of Bundesverband WindEnergie;
- 3- Number of people to whom the Sub-fund provides clean energy.

- ***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?***

N/A.

**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.

- ***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?***

N/A.

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

N/A.

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

N/A.

*The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

*Any other sustainable investments must also not significantly harm any environmental or social objectives.*



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

☐ Yes,

☒ No



**What investment strategy does this financial product follow?**

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

The Sub-fund will target to invest 93% of its assets directly or indirectly in private equity participations of ecologically valuable projects that offer attractive long-term investment returns primarily in areas such as, wind and solar energy related and on an ancillary basis, other infrastructure related projects.

- ***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?***

Binding element is the direct investment in environmental valuable projects.

The Fund currently invests exclusively in companies that generate their revenues primarily from the production and sale of eclectic energy from renewable sources. The energy must be generated directly or indirectly from 100% solar or wind power. At least 95% of the companies' revenues must be generated directly or indirectly from this source. The companies must hold the corresponding production facilities themselves.

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

N/A.

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

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

Fund has appointed InvestInvent AG as their portfolio manager, also being the manager of all single SPVs and like that, guaranteeing good governance practices such as appropriate handling of risks, functional corporate governance, management decisions are geared towards long-term value creation, transparency in corporate communications, safeguarding the interests of different groups, purposeful cooperation of corporate management and supervision.



**Asset allocation** describes the share of investments in specific assets.

Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational activities of investee companies.

### What is the asset allocation planned for this financial product?

The Sub-fund plans to invest a minimum of 93% of its assets in securities aligned with the environmental characteristics (#1) promoted by the Sub-fund. The goal is to invest close to 100% of the company's free cash in such projects.

The remaining (<7%), will be cash, cash equivalents or derivatives and will not be aligned with the E/S characteristics promoted (#2 Other).



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

N/A.

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective.

**Transitional activities** are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.



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

The Sub-fund does not currently commit to invest in any “sustainable investment” within the meaning of the Taxonomy Regulation. However, the position will be kept under review as the underlying rules are finalised and the availability of reliable data increases over time.

#### Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?

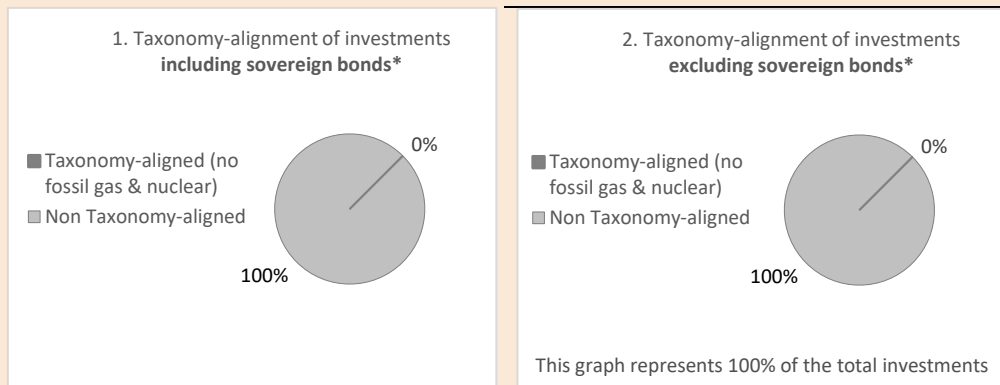
☐ Yes:

☐ In fossil gas

☐ In nuclear energy

☒ No

*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.

#### What is the minimum share of investments in transitional and enabling activities?

As the Sub-fund does not commit to invest any “sustainable investment” within the meaning of the Taxonomy Regulation, the minimum share of investments in transitional and enabling activities within the meaning of the Taxonomy Regulation is therefore also set at 0%.

<sup>1</sup> 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 not significantly harm 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.



are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



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

The Sub-fund promotes environmental characteristics but does not commit to making any sustainable investments. As a consequence, the Sub-fund does not commit to a minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy.



**What is the minimum share of socially sustainable investments?**

N/A.



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

The Sub-fund assets may be invested in other assets within the same industry sector, such as publicly traded equity, bonds and other debt securities. Money held by the Sub-fund in reserve pending investment, to pay expenses, prior to distribution to shareholders, or for defensive purposes, may be invested in cash and cash equivalents, including short-term instruments issued by recognized financial institutions and money market funds.



**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?**

N/A.

**Reference**

**benchmarks** are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

- ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

N/A.

- ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

N/A.

- ***How does the designated index differ from a relevant broad market index?***

N/A.



- ***Where can the methodology used for the calculation of the designated index be found?***

N/A.



**Where can I find more product specific information online?**

**More product-specific information can be found on the website:**

[InvestInvent Wind Energy Fund - Documentation \(investinventfund.com\)](http://investinventfund.com)

[NS Partners Group - Invest with talent - since 1964 \(nspgroup.com\)](http://nspgroup.com)