

## SUPPLEMENT I TO THE PROSPECTUS OF AESCAP LIFE SCIENCES

DATED 22 DECEMBER 2021

This document constitutes supplement I (the “**Supplement I**”) to the prospectus of Aescap Life Sciences dated June 2021 (the “**Prospectus**”).

This Supplement I contains updated information relating to the Prospectus and shall be implemented in the updated version of the Prospectus. Until this information is implemented, this Supplement should be read in conjunction with the Prospectus. Defined terms have the same meaning as ascribed to them in the Prospectus. Any Prospectus information not supplemented herein or in previous supplements should be regarded as unchanged.

This Supplement I solely concerns:

- a. the amendment of the Fund Manager resignation and removal provisions;
- b. the amendment of the Swiss selling restrictions; and
- c. an addition pursuant to Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 (the “**Taxonomy Regulation**”).

This Supplement I has been published on the website of the Fund Manager, as prescribed by section 21.4 of the Prospectus.

A notice of amendments made together with an explanation to these amendments will be published on the website of the Fund Manager, as prescribed by section 21.4 of the Prospectus.

### **1. Amendment of the Fund Manager resignation and removal provisions**

Article 6.3. (“*Resignation and removal of the Fund Manager*”) of the Prospectus is amended by the deletion thereof and its replacement with the following:

*6.3.1 Subject to Article 6.3.3 the Fund Manager shall resign:*

*6.3.1.1 upon the Fund Manager having been granted suspension of payments (surséance van betalen);*

*6.3.1.2 upon the Fund Manager’s bankruptcy (faillissement) or dissolution (ontbinding); and*

*6.3.1.3 upon the provision of sixty (60) calendar days’ notice to the Fund, the Depositary and the Unit Holders.*

*6.3.2 The Unit Holders may, no later than forty-five (45) calendar days after: (i) the date of occurrence of the event causing the resignation of the Fund Manager by resolution taken by Ordinary Consent appoint a substitute Fund Manager.*

*6.3.3. The Fund Manager can only: (i) resign in accordance with Article 6.3.1; after the appointment of a successor Fund Manager. An entity can only be appointed as successor Fund Manager in case it*

has obtained a regulatory license to manage investment funds (including the Fund) or makes use of a regulatory registration to do so.

6.3.4 Upon the effective date of the resignation or removal of the Fund Manager, any rights and obligations of the Fund Manager shall immediately cease to exist (it being understood that the Fund Manager remains entitled to its Management Fee, Performance Fee and its reimbursements referred to in Article 16 to the extent allocable to an already expired period of time).

6.3.5 The Fund Manager hereby commits itself to cooperate fully in the transfer of its contractual position with the Unit Holders, the Fund and the Depositary to a successor Fund Manager.

## **2. Amendment of the Swiss selling restriction**

In article 22 (“Selling Restrictions”) of the Prospectus, the part under “Switzerland- Additional information for Swiss investors” is amended by the deletion thereof and its replacement with the following:

*The minimum subscription amount for Swiss investors shall be EUR 500,000 for each Class, both for initial and subsequent subscriptions. Only the following Unit Classes will be distributed in Switzerland:*

- AESCAP Life Sciences Investors
- AESCAP Life Sciences Investors 10M+
- AESCAP Life Sciences Investors 20M+
- AESCAP Life Sciences Investors 30M+
- AESCAP Life Sciences Investors N

### **1) Qualified investors**

*The fund may only be offered in Switzerland to qualified investors within the meaning of Article 10 paragraphs 3 and 3ter CISA.*

### **2) Representative in Switzerland**

*The representative is ACOLIN Fund Services AG, succursale Geneva, Cours de Rive 6, 1204 Genève.*

### **3) Paying agent in Switzerland**

*The paying agent is Banque Héritage SA, Route de Chêne 61, CH-1208 Geneva, Switzerland.*

### **4) Location where the relevant documents may be obtained**

*The basic documents of the fund as well as the annual and, if applicable, semi-annual report may be obtained free of charge from the representative.*

### **5) Place of performance and jurisdiction**

*For units offered in Switzerland, the place of performance is at the registered office of the representative. The place of jurisdiction shall be at the registered office of the representative or at the registered office or domicile of the investor.*

### 3. Amendment pursuant to the Taxonomy Regulation

In article 4.6 of the Prospectus the below sentence in bold is added after the first paragraph of subsection “Article 8 classification-promotion of social characteristics”, so the first paragraph of this subsection reads:

*The Fund promotes social characteristics. In the context of the EU Sustainable Finance Disclosure Regulation (SFDR), the Fund is therefore classified as an Article 8 fund. **Considering its promotion of social criteria, the investments of the Fund do not take into account the EU criteria for environmentally sustainable economic activities.***

Amsterdam, 22 December 2021

Privium Fund Management B.V.

Fund Manager