PRIVIUM SUSTAINABLE IMPACT FUND

A Netherlands fund for joint account ("Fonds voor Gemene Rekening" or "FGR")

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IMPORTANT NOTICE

Capitalized terms and expressions in this Prospectus have the meaning ascribed to them in Section 2 (Definitions) of this Prospectus.

Potential participants should review this Prospectus and its ancillary documents carefully and consult their legal and financial advisers to ascertain possible legal, financial, tax or other issues related to the acquisition, holding, transfer or redemption of Participations.

The contents of this Prospectus are not to be construed as an invitation to invest or as investment, legal or tax advice. The Participations are an appropriate investment only for professional and other investors who are capable themselves of evaluating the merits and risks of an investment in the Fund.

Potential participants should review in particular the risk factors set out in Section 4 (*Risk factors*) of this Prospectus. The Fund carries a high degree of risk and is suitable only for persons who can assume the risk of losing their entire investment. There is no guarantee that the Fund will achieve its Fund Objective. The value of your investments may fluctuate. Returns on past investments are no guarantee as to the returns on future investments.

The Fund Manager accepts responsibility for the information contained in this Prospectus. To the best knowledge and belief of the Fund Manager (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the importance of such information.

The information herein is subject to change at any time. Neither the delivery of this Prospectus nor the offer, issue or sale of Participations will, under any circumstances, constitute a representation that the information contained in this Prospectus and its ancillary documents is correct at any time subsequent to the date of this Prospectus as printed on the cover of this Prospectus.

No person has been authorised to provide any information or make any representation in connection with the Fund, other than the information and representations contained in this Prospectus and its ancillary documents. Any such other information or representations, if given or made, should not be relied upon as having been authorised by the Fund Manager.

The Fund Manager is in possession of an AFM license as referred to in article 2:65(1)(a) FSA, and as a consequence may offer the Fund to professional and non-professional investors within the Netherlands. The Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

The distribution of this Prospectus and the offer, sale and delivery of the Participations in certain jurisdictions may be restricted by law. No action has been or will be taken to permit the distribution of this Prospectus in any jurisdiction where any action would be required for such purpose or where distribution of this Prospectus would be unlawful.

This Prospectus does not constitute an offer for, or an invitation to subscribe to or purchase, any Participations in any jurisdiction to any person to whom it is unlawful to make such offer or invitation

in such jurisdiction. Persons into whose possession this Prospectus comes are required to inform themselves about and observe any such restrictions.

This Prospectus will be published in the English language only. This Prospectus will be governed by and construed in accordance with the laws of the Netherlands. Translations into English of Dutch legal terms used in this Prospectus are for convenience only and shall not influence the interpretation thereof.

1 EXECUTIVE SUMMARY

Introduction

The following is a brief summary only and is qualified in its entirety by the more detailed information appearing in the body of this Prospectus. Information in this executive summary is not intended to be exhaustive and should always be read in conjunction with the full text of this Prospectus. The information provided in this summary has been updated until and reflects the situation as per the date mentioned on the cover page of this Prospectus.

The Fund, Fund Manager and Legal Owner

The Fund will invest in diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments and shall be focused on Sustainable impact investments.

Privium Fund Management B.V. will act as the manager (*beheerder*) of the Fund and Stichting Juridisch Eigendom Privium Sustainable Impact Fund will act as Legal Owner of the assets and liabilities of the Fund. In managing the assets and liabilities of the Fund, the Fund Manager will act solely in the best interests of the Participants. The Legal Owner will be the legal owner of all assets of the Fund and liabilities of the Fund. The Legal Owner will acquire and hold the assets of the Fund and assume the obligations on behalf and for the account of the Participants. The Legal Owner will act solely in the best interests of the Participants.

Investment Objective and Strategy

The Fund's objective is to achieve impact and long term capital growth by making sustainable impact investments. To achieve this, the strategy of the Fund is to invest in a diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments. The Fund will have exposure in both developed countries and emerging markets and shall be focused on sustainable impact investments. The Fund is classified as Article 9 under the Sustainable Finance Disclosure Regulation (SFDR) Additional SFDR related disclosure regarding Article 9 can be found in schedule 5 of this Prospectus.

Legal, Tax and Regulatory Aspects

Legal Structure

The Fund is not a legal entity (*rechtspersoon*) but a contractual arrangement *sui generis* between the Fund Manager, the Legal Owner and each of the Participants separately, governing the assets and liabilities acquired or assumed by the Legal Owner for the account and risk of the Participants. The Fund has an open-ended structure. The Fund is governed by the Terms and Conditions. By executing the Subscription Form, a Participant represents and warrants to have reviewed the Terms and Conditions and agrees to be bound thereby. A Participant is admitted to the Fund by the issuance of Participations to the Participant.

The Participations are redeemable on certain conditions as set forth in this Prospectus and the Terms and Conditions. Participations may be transferred, assigned or made subject to any encumbrance subject to certain conditions as set forth in the Terms and Conditions.

Tax Aspects

The Fund should be eligible for the status of a fiscal investment institution (*fiscale beleggingsinstelling*). This implies that profits realized are taxed at a zero percent corporate income tax rate, whereas the (mandatory) distribution of such profits to the Participants leads to an obligation for the Fund to withhold 15% dividend tax (subject to a specific payment credit mechanism for underlying withholding taxes, as further described in Section 12 of this Prospectus).

Regulatory Position

Fund Manager is in possession of an AFM license as referred to in article 2:65(1)(a) FSA, and as a consequence may offer the Fund to professional and non-professional investors within the Netherlands. The Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

The AFM license of the Fund Manager has been issued prior to the implementation of the AIFMD in the Netherlands, and was automatically converted into an AIFMD license by the AFM on 22 July 2014, in accordance with the Netherlands AIFMD implementation schedule. This Prospectus is prepared in conformity with the FSA as in force on the date of this Prospectus.

Further information with respect to the regulatory position of the Fund is set forth in Section 5.2 of this Prospectus.

Fund Governance

The Participants will hold meetings when called by the Fund Manager. The Fund Manager shall call a meeting of Participants (i) as often as the Fund Manager deems necessary in the interest of Participants and (ii) in case of one (1) or more Participants holding, in aggregate, at least 25% of the outstanding Participations request the Fund Manager to call such meeting.

Distribution Policy

Any distribution to Participants shall be published on the Fund Manager's website. Distributions of Net Proceeds will be made in cash, in EUR.

Minimum Investment, Subscriptions and Redemptions

The minimum subscription amount is EUR 100 per Participant. This minimum subscription amount may be waived by the Fund Manager in its sole discretion.

Section 7 of this Prospectus contains the subscription procedures. The Fund Manager reserves the right to reject an application in whole or in part.

A Participant may transfer all of its Participations provided certain conditions have been met (including consent of the Fund Manager) and will be able to redeem its Participations upon its request. The Fund Manager may suspend a redemption under certain conditions. Section 8 of this Prospectus contains the transfer and redemption procedures.

Website

The Fund Manager's website address is www.priviumfund.com/strategies-amsterdam. All references to the Fund Manager's website in this Prospectus are references to the above website.

2 DEFINITIONS

Unless the context otherwise requires, the following capitalised terms used in this Prospectus shall bear the following meanings:

"Administrator"	means Bolder Fund Services Netherlands B.V. or such other administrator as may be appointed from time to time.
"Affiliate"	means a person directly or indirectly controlling or controlled by or under common control with the party at issue; the term "control" (and any derivative thereof) means - for the purpose of the definition of Affiliate - in respect of an entity the right (i) to exercise the majority of the voting rights in the meeting of shareholders (or similar meeting of investors, partners or other owners) of such entity, or (ii) to appoint the majority of the members of the body in charge of the day-to-day business of such entity, or (iii) to determine the policy and strategy of such entity.
"AFM"	means the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*).
"AIFMD"	means Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers and amending directives 2003/41/EC and 2009/65/EC.
"Article 9 fund"	means funds as defined under Article 9(1), (2) and (3) of Regulation (EU) 2019/2088.
"Business Day"	means any day on which banks are generally open for business in Amsterdam, the Netherlands.
"CITA"	means the Dutch 1969 Corporate Income Tax Act (*Wet op de vennootschapsbelasting 1969*) as amended from time to time.
"Closing Date"	means a date to be determined by the Fund Manager after the AFM has registered the Fund with the AFM register, being the date on which the Fund Manager accepts the first subscriptions.
"Custodian"	means ABN AMRO Clearing Bank N.V., a company (*naamloze vennootschap*) incorporated and existing under the laws of the Netherlands, or such other custodian as may be appointed from time to time.
"Delegate"	means ABN AMRO Investment Solutions SA, a public limited company (*Société Anonyme*) incorporated and existing under

	the laws of France, or such other delegate as may be appointed from time to time.
"Delegated Regulation"	means the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012, suplementing the AIFMD with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision.
"Delegation Agreement"	means the Privium Sustainable Impact Fund delegation agreement between the Fund Manager and the Delegate relating to the appointment of the Delegate to provide the Fund Manager with certain portfolio management and advisory services as a delegate in relation to the Fund.
"Determination Date"	means with respect to a subscription or a redemption of Participations, the date on which the Net Asset Value per Participation as of the relevant Valuation Date is determined.
"Depositary"	means Darwin Depositary Services B.V. or such other depositary of the Fund as may be appointed from time to time in accordance with the Terms and Conditions.
"DNB"	means De Nederlandsche Bank N.V., the central bank of the Netherlands.
"DTA"	means the Dutch 1965 Dividend Tax Act (*Wet op de dividendbelasting 1965*) as amended from time to time.
"Dutch GAAP"	means generally accepted accounting principles in the Netherlands.
"ESG"	Environmental, Social, and Governance refers to a set of standards used by investors to screen potential investments, initially and on an ongoing basis.
"EUR" or "Euro"	means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.
"FSA"	means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).
"Fund"	means the contractual arrangements between the Fund Manager, the Legal Owner and each of the Participants in relation to the participation, management, custody and administration of the fund as described in this Prospectus and

	the Terms and Conditions, also referred to as Privium Sustainable Impact Fund.
"Fund Assets"	means Investee Companies Interests, Investee Funds Interests, other securities and all other assets, including cash, that are held by the Legal Owner in accordance with the Fund Objective and Investment Restrictions in its own name for the account and risk of the Participants in connection with the Fund.
"Fund Manager"	means Privium Fund Management B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and existing under the laws of the Netherlands.
"Fund Objective"	means the objectives of the Fund as set forth in Section 3 of this Prospectus.
"Fund Obligations"	means the obligations which the Legal Owner assumes and/or incurs in its own name for the account and risk of the Participants in connection with the Fund.
"Invested Capital"	The positions being maintained in Fund Assets, excluding cash, money market instruments or instruments used for foreign currency hedging.
"Investee Funds"	means investment funds within the meaning of article 1:1 FSA (for the avoidance of doubt, including undertakings for collective investment in transferable securities) invested in by the Fund.
"Investee Companies"	means public companies invested in by the Fund.
"Investment Funds"	means investment funds within the meaning of article 1:1 FSA (for the avoidance of doubt, including undertakings for collective investment in transferable securities).
"Investee Companies Interests"	means interests in Investee Companies held by the Fund.
"Investee Funds Interests"	means interests in Investee Funds held by the Fund.
"Investment Restrictions"	means the investment restrictions to be observed by the Fund Manager as set forth in Section 3 of this Prospectus.
"Investment Strategy"	means the investment strategy to be observed by the Fund Manager as set forth in Section 3 of this Prospectus.

“Legal Owner”	means Stichting Juridisch Eigendom Privium Sustainable Impact Fund or such other legal owner of the Fund Assets as may be appointed from time to time in accordance with the Terms and Conditions.
"Management Fee"	means the fee due by the Fund to the Fund Manager as remuneration for its management of the Fund as set forth in Section 10 of this Prospectus.
“Net Asset Value”	means the balance, expressed in Euros, of the fair value of the Fund Assets minus the value of the Fund Obligations, as determined based on the accounting and valuation principles of the Fund as set forth in Section 10.1 of this Prospectus.
"Net Proceeds"	means all dividends and interest and all divestment, redemption and other income and proceeds of the Fund, net of taxes, fees, costs and other charges to be borne by the Fund, and after payment of or making reasonable reservation for any obligations and expenses of the Fund.
“Ordinary Consent”	means the written consent of Participants together representing more than 50% of the issued and outstanding Participations.
“Organisational Expenses”	means all costs incurred in connection with the formation of the Fund as further set forth in Section 10 of this Prospectus.
“Participant”	means a natural or legal person, which participates in the Fund in accordance with the Subscription Form and the Terms and Conditions.
“Participation”	means a unit in which the rights of the Participants to the Net Asset Value have been divided, each Participation, representing an equal interest in the Net Asset Value without priority or preference of one over the other, on the understanding that the Fund may not issue fractions of Participations.
“Prospectus”	means this prospectus including its schedules, as amended from time to time.
“Redemption Notice Date”	means the date on which the Administrator receives a Redemption Notice from a Participant seeking to redeem Participations.
“Redemption Notice”	means the standard notice through which a request for redemption of Participations is made.

"Redemption Price"	means with respect to a redemption of Participations, the Net Asset Value per Participation as at the Valuation Date of the Participations redeemed.
"Register"	means the register in which in respect of each Participant are entered its name, address and other contact details, the bank or securities account details on which the Participant wishes to receive payments, its tax status and the number of its Participations.
"Renewable Energy"	Energy that originates from resources which are naturally replenished on a human timescale such as sunlight, wind, rain, tides, waves, biomass and geothermal heat.
"SASB"	means the Sustainability Accounting Standards Board, part of an international organization that sets standards to guide the disclosure of financially material sustainability information by companies to their investors.
"Settlement Date"	means with respect to a subscription or a redemption of Participations, the date on which the Participations are issued or redeemed.
"SFDR"	means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector, as amended from time to time.
"Side Letter"	has the meaning ascribed to it in Section 7.1.1 of this Prospectus.
"Special Consent"	means the written consent of Participants together representing more than 75% of the issued and outstanding Participations.
"Subscription Notice Date"	means the date on which the Administrator receives a Subscription Form from a Participant seeking to subscribe for Participations.
"Subscription Form"	means the subscription form, by means of which the Participants accept the Prospectus and the Terms and Conditions, a template of which is attached hereto as **Schedule 2**.

"Subscription Price"	means with respect to a subscription for Participations, the Net Asset Value per Participation as at the Valuation Date of the Participations subscribed for.
"Sustainable"	means (i) meeting the needs of the present without compromising the ability of future generations to meet their own needs, and (ii) aiming for a more equal global wealth distribution.
"Taxonomy Regulation"	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.
"Terms and Conditions"	means the terms and conditions of management and custody (*voorwaarden van beheer en bewaring*) of the Fund as attached hereto as **Schedule 1**.
"Total Redemption Amount"	means the Total Redemption Price reduced by a discount described in Section 8.3 of this Prospectus.
"Total Redemption Price"	means the Redemption Price multiplied by the relevant number of redeemed Participations.
"Total Subscription Amount"	means the Total Subscription Price increased by a charge described in Section 7.2 of this Prospectus.
"Total Subscription Price"	means the Subscription Price multiplied by the relevant number of issued Participations.
"Valuation Date"	means with respect to a subscription or a redemption of Participations, the date as of which the Net Asset Value per Participation is calculated.

3 THE INVESTMENT OPPORTUNITY

3.1 Fund Objective, Strategy, Performance and Risk Objectives

3.1.1 *Fund Objective*

The Fund's objective is to achieve impact and long-term capital growth by making sustainable impact investments. See Section 3.1.3 for additional information.

3.1.2 *Fund Strategy*

To achieve the Fund's impact and long-term capital growth objective, the strategy of the Fund is to invest in a diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments. The Fund will have exposure in both developed countries and emerging markets and shall be focused on sustainable impact investments. The portfolio will be managed actively with a long-term investment horizon and following a sustainability approach. Following the IFC definition, impact investing is defined as "*investments made into companies, organizations, vehicles and funds with the intent to contribute to measurable positive social, economic and environmental impact alongside financial returns*". Impact can be measured in terms such as CO2 emission avoided, renewable energy produced (in MW), number of jobs created and the number of people that got access to education[1].

The portfolio will be managed subject to the performance and risk objectives and the Investment Restrictions set out below. The Fund Manager may only deviate from these provisions and change the Investment Strategy by amending this Prospectus and the Terms and Conditions in the way set forth in Section 5.1.5 of this Prospectus.

The fund does not measure its financial performance against a benchmark but compares it to a reference index. It does not compare its impact performance to a sustainability benchmark or index but instead reports its contribution to the SDG's both quantitatively and qualitatively.

If the Fund holds investments denominated in currencies other than the Euro, this entails a foreign exchange risk. The Fund Manager may therefore hedge foreign exchange risks if it considers this to be in the interest of the Participants.

The Fund may enter into any investment, divestment or other business transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager or advised by the Delegate or with related party funds, on the terms and conditions as applicable under the relevant funds' documentation. Valuations in relation to any such transaction may be performed by one or more parties involved in such transaction. Notwithstanding the foregoing, investments of a fund managed by the Fund Manager or Affiliates of the Fund Manager shall not be transferred to another fund managed by the Fund Manager or Affiliates of the Fund Manager.

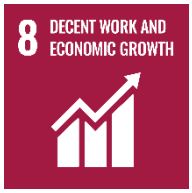
[1] Examples of such impact will be provided in the monthly newsletters of the Fund.

3.1.3 *Impact Objectives*

3.1.3.1 Screening and impact mapping

Impact achieved by the Fund is measured according to the UN Sustainable Development Goals (SDGs).The Sustainable Development Goals (SDGs), also known as the Sustainable Development Goals, were presented by the United Nations in 2015 as the global blueprint for eliminating hunger and poverty, protecting our planet and ensuring peace and freedom for all by the year 2030. This blueprint is divided into 17 goals, each with a specific focus. The Fund has a multi-thematic approach, meaning an investment is categorized under a main ESG theme. The ESG themes currently being targeted include: 1: Financial Inclusion, 2: Education, 3: Renewable Energy, 4: Natural Capital and 5: Social Impact. The themes may change or expanded as the investment universe broadens.

Each theme aims to contribute to several SDGs. The impact of the Fund is measured on each SDG using impact key performance indicators. The table below provides an overview of the SDG target, its Key Performance Indicator and the way the impact is measured. [2]

Financial Inclusion (covering investments with a social objective)			
SDG	Target	Key Performance Indicator (KPI)	How is the impact being measured
	Increase gender equality and empower women by facilitating access to finance for women.	The % loans to women (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Increase sustained, inclusive and sustainable economic growth, full and productive employment and decent work.	The impact is being measured by the increased number of jobs supported (based on the Invested Capital of the Fund).	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.

[2] Mapping details of the ESG themes will be provided in the monthly newsletter of the Fund.

	Reduce the development gap between urban and rural communities in developing economies by increasing the number of loans to borrowers in rural areas	The % loans to borrowers in rural areas (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
Education (covering investments with a social objective)			
SDG	Target	Key Performance Indicator (KPI)	How is the impact being measured
	Ensure inclusive and equitable quality education and promote lifelong learning opportunities by providing loans to underprivileged students with access to education. Due to the fact that the related investment structure will mature over time as the loans will be paid off, the number of loans will decrease. Any increase will depend on development of new investment structures.	The number of loans being provided to students (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Reduce inequality within and among countries by increasing the number of students from developing economies that gaining access to education.	The % of loans being provided to students from non-high-income countries (based on the Invested	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an

	Due to the fact that the related investment structure will mature over time as the loans will be paid off, the number of loans will decrease. Any Increase will depend on development of new investment structures.	Capital of the Fund)	investment deviates, the most up-to-date data is used.
Renewable Energy (covering investments with an environmental objective)			
SDG	Target	Key Performance Indicator (KPI)	How is the impact being measured
	Ensure access to affordable, reliable, sustainable and modern energy by increasing the share of renewable energy in the global energy mix	The number of MWh (megawatt-hour) renewable energy generated or stored (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation by increasing the construction of renewable energy capacity and related infrastructure	The number of MW (megawatt) renewable energy generation or storage capacity installed (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Take urgent action to combat climate change and its impacts by avoiding CO^2 emissions from fossil fuel by investing in renewable	The number of tCO^2 emissions avoided (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic

	energy and CO^2-saving projects		reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
Natural Capital (covering investments with an environmental objective)			
SDG	Target	Key Performance Indicator (KPI)	How is the impact being measured
	Ensure sustainable management of water and sanitation by responsibly managing waterways in invested natural capital projects.	Kilometres of sustainably managed watercourses. (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Take urgent action to combat climate change and its impacts by avoiding CO^2 emissions by investing natural capital projects	Portfolio sequestration of tonnes ofCO^2e / annum. (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss by investing natural capital projects	Number of hectares of sustainably managed land area(based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.

Social Impact (covering investments with a social objective)			
SDG	Target	Key Performance Indicator (KPI)	How is the impact being measured
	Reduce inequalities on a local level by provide disadvantaged people with essential services	Number of people provided with essential services (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.
	Make cities and settlements inclusive, safe, resilient and sustainable by providing safe, affordable housing and basic services to disadvantaged people.	Number of disadvantaged people provided with affordable, quality homes (based on the Invested Capital of the Fund)	The impact of the Fund is being measured based on the information being received from the underlying investments, including Annual Reports, Impact Reports or other periodic reporting information. Where the reporting date of an investment deviates, the most up-to-date data is used.

For the investments with an environmental objective the Fund commits to the goals of the Paris Agreement. This encompasses a mid-term ambition (2030) and a long-term commitment to be net zero by 2050.

1: 2025 objectives: To align with a pathway towards achieving the Paris Agreement.

2: 2030 ambition: To align with the Paris Agreement pathway.

3: 2050 commitment: Net-zero investor.

3.1.3.2 Minimum investment criteria and governance

Alignment with the impact investment objective of the Fund drives the initial screening of a potential investment. Investments that do not aim to significantly contribute to at least one SDG, cannot report on PSIFs required indicators to quantify their contribution, do significantly harm to any environmental or social issue or display poor governance, are excluded from the investable universe.

1: For funds domiciled in the EU, funds must be classified as SFDR article 9.

2: Funds not falling under SFDR, such as funds domiciled outside the EU, can nevertheless have a clear sustainability objective. PSIF can invest in such funds if they 1) align with the sustainable investment objective, 2) match the definition of sustainable investment based on the sustainability due diligence.

3: All funds that PSIF invests in must be signatories of, or conform with, UNPRI. This can be at fund company level or investment manager level.

4: All investee funds must comply with the exclusion list of PSIF.

5. All investee funds must be able to fulfil the reporting requirements of PSIF.

In addition, PSIF investigates the governance quality of the companies, organizations, vehicles, and funds managing the ultimate investments. This analysis is based on a combination of international standards from the UN Principles for Responsible investment (UNPRI), UN Global Compact, the OECD Guidelines for Multinational Enterprises and the Sustainability Accounting Standards Board (SASB). Focus points for the analyses conducted include employee engagement, diversity & inclusion; business ethics; operational and manager quality.

3.1.3.3 Target allocation

PSIF aims to invest 100% of invested capital in:

a) SFDR article 9 funds, and or

b) Non-EU funds that make 100% sustainable investments based on proprietary analysis, and,

c) Companies and financial instruments deemed to be sustainable based on proprietary analysis.

A minimum of 20% of the invested capital of the Fund will contribute to an environmental objective and a minimum of 20% of the invested capital of the Fund will contribute to a social objective.

Here invested capital is defined as the investments in the above mentioned assets. While PSIF aims to select as much of its portfolio investments as possible to be aligned with its sustainable objective, this is not always possible. Fund assets that are not aligned with its sustainable objective are grouped in the category 'other'. An asset may be marked as 'other' for the following reasons:

- Cash or money market instruments: the Fund may hold cash or money market instruments committed to a planned investment, cash freely available for investment or cash for portfolio management purposes.

- Foreign currency hedging: the Fund may hedge its foreign currency exposure for portfolio management purposes. The Fund does not apply hedging instruments or other derivatives for other purposes.

It can be assumed that the category other will make up no more than 25% of the Fund's total Net Asset Value, meaning that a minimum of 75% of the Fund's NAV will be invested into sustainable investments.

An investment that is found to no longer fit with the Fund's objective or does not meet the minimum criteria, will be divested.

3.1.3.4 Exclusions

PSIF maintains a list of unwanted sectors and activities that the Fund will not directly invest in through the selection of investment funds, investee companies or other financial instruments:

- manufacturing or sale of cluster weapons, anti-personnel landmines, biological weapons, chemical weapons, depleted uranium, and nuclear weapons
- animal testing for cosmetic purposes
- severe environmental abuse
- fur farming, manufacturing, and trading
- gambling
- genetic engineering
- human rights abuses
- nuclear energy
- activities related to prostitution
- tobacco and tobacco product manufacturing

Additionally, the Fund requires from its investee funds a strong policy to monitor the activities of their ultimate investments and avoid involvement with the above-mentioned sectors or activities. Despite this, the possibility that the ultimate client of an investee might be involved in one of the above-mentioned sectors or activities cannot be fully excluded.

3.2 Fund Investment Restrictions

The below restrictions will apply to the Fund Assets. Deviation from the below restrictions is temporarily allowed during a portfolio rebalancing.

3.2.1 *Investment Thresholds*

a) The Fund targets a minimum of ten (10) and a maximum of seventy-five (75) investments.
b) The Fund will not have exposure to any one investment exceeding 20% of the assets of the Fund.
c) The Fund will not invest in Investment Funds (i) which do not offer redemptions on at least a quarterly basis; (ii) which have a redemption notice period of more than two (2) months, for Investment Funds with a quarterly redemption frequency; and (iii) which have a redemption notice period of more than three (3) months, for Investment Funds with a monthly redemption frequency.

3.2.2 *Sustainability investments*

The Fund has making sustainable investments as its objective. In the context of the Sustainable Finance Disclosure Regulation ("SFDR"), the Fund is therefore classified as an Article 9 Fund. Additional SFDR related disclosure regarding Article 9 can be found in schedule 5 of this Prospectus.

Below, the details on how the Fund Manager considers the effects of material sustainability risks on the value of the Fund's investments in compliance with Article 6 of the SFDR can be found.

Sustainability risks are categorized into Environmental, Social or Governance (ESG) issues and may pose a material risk to the value of an investment.

Some examples of environmental risks are:

- Increased taxation on environmentally damaging activities
- Damage to production facilities due to global warming induced flooding
- Fines for mishandling of hazardous waste

Some examples of social sustainability risks are:

- Negative publicity and loss of contracts after poor handling of digital client data or security.
- Closer scrutiny of labor rights in the supply chain
- Dishonest marketing practices or product safety

Some examples of governance risks are:

- Increasing scrutiny on liveable wages and earnings dispersion within a company
- Ethics bribery and corruption
- Anti-competitive behaviour

Policy on the integration of sustainability risks into investment decisions

Certain investments of the Fund may allow for a direct analysis of the relevant sustainability risks. Not all sustainability risks may have a material negative effect on the value of an investment. Also, the relevancy of each sustainability risk may differ based on the economic sector the investment is active in. Therefore, the Fund applies the Materiality Map of the Sustainability Accounting Standards Board (SASB) to determine which sustainability risks are material to consider in the investment decision making process.

SASB has identified more than 25 sustainability risks divided across the E, S, and G topics. Dependent on the economic sector the investment is active in, these risks are marked either 1) not material, 2) not likely material, 3) likely material. For a risk to be classified as likely material, SASB has found that for over 50% of the companies active in that sector, the risk has a significant impact on the financial position or operational activities.

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

- Policy and practices: Investigating if relevant sustainability risks to the investment are well covered by policies informs if all risks are sufficiently in scope and in control. If so, then the value of the investment may be less sensitive to the relevant sustainability risk than its peers.
- Incidents: If the sector or the investment experienced significant incidents regarding the relevant sustainability risk recently, this may inform the understanding of both the frequency of it occurring, as well as the investments readiness and quality of response. Better preparedness and a strong response mean the value of the investment may be less sensitive to the relevant sustainability risk than its peers.

This direct link is not available for the Fund's investment into other funds, causing the preferred sub-sector approach to sustainability risk analysis to not be applicable. Here the analysis will have to focus on the investee fund's manager, policies, and reporting on sustainability risk management. The due diligence process for any new fund investment will contain the following topics:

- Analysis of the fund's sustainability risk related disclosures and reporting
- Questioning the fund manager on the sustainability risks the fund is exposed to
- Questioning the fund manager on the concentration of sustainability risks in the portfolio and its development over time
- Analysis of the fund manager's policy for identifying, measuring and monitoring sustainability risks
- Questioning if the fund manager takes Principle Adverse Impacts into account as prescribed by the SFDR

Irrespective of whether the investee fund is subject to the SFDR, the exposure to sustainability risk is investigated.

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

Considering the broad scope of the Fund's investment policy, it is not possible to pre-define which sustainability risks will likely be material. Additionally, the estimated sensitivity of the Fund to specific sustainability risks will depend on the sector diversification. The broader the diversification across economic sectors, the lower the sensitivity.

Monitoring of sustainability risks in the Fund

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

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

Principal Adverse Impacts

The investments of the Fund may have a principal adverse impact on sustainability factors as defined in Regulation (EU) 2019/2088. Therefore, the Fund will consider these and start reporting on the principal adverse impacts ("PAI") and any actions taken to mitigate them per 2023 in the Fund's PAI statement. The Fund aims to report on all mandatory principal adverse impacts as outlined in the Regulation. However, the completeness of the Funds reporting will depend in part on the reporting of

its underlying investments. In its reporting, the Fund will indicate any missing or incomplete indicators and its efforts to towards collecting them.

Taxonomy Regulation

The Fund may make investments that contribute to climate change adaptation or mitigation as defined in article 9 of the Taxonomy Regulation (EU) 2020/582 (“the Taxonomy Regulation"). The fund does not target a specific allocation to this type of investment.

To determine its alignment with the requirements of the Taxonomy Regulation, the Fund is dependent on the underlying reporting of its investments. It is therefore not possible for the Fund to indicate which percentage of its holdings is expected to be aligned with these requirements based on currently available information.

If information becomes available that enables the Fund to prove alignment with the requirements for a percentage of its holdings, this will be reported as required in the Taxonomy Regulation.

3.2.3 ***Risk Management***

Under the AIFM Directive, the Fund Manager is required to establish and maintain a permanent risk management function. This function should have a primary role in shaping the risk policy of each Alternative Investment Fund ("AIF"), risk monitoring and risk measuring in order to ensure that the risk level complies on an ongoing basis with the AIF's risk profile.

The risk management function performs the following roles:

- Implement effective risk management policies and procedures in order to identify, measure, manage and monitor risks;
- Ensure that the risk profile of an AIF is consistent with the risk limits set for the AIF;
- Monitor compliance with risk limits; and
- Provide regular updates to senior management concerning:
- The consistency of stated profile versus risk limits;
- The adequacy and effectiveness of the risk management process; and the current level of risk of each AIF and any actual or foreseeable breaches of risk limits.

To identify the Risk Profile and main risks, and ensure the right measurement, management and monitoring of these risks, the Fund Manager has a rigid Risk Onboarding Process. It ensures that the Investment Process is properly documented and the Product itself is properly reviewed.

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

The risk management function is fully independent from Portfolio Management. The Risk Manager has full authority to close positions or the authorization to instruct the closing of positions on his behalf in case of a risk breach.

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

The positions of the fund are administered and reconciled using Arbor Financial Services and risk reports such as Value at Risk and Stress Scenarios are run using Bloomberg.

The Fund Manager uses an API-based system in which positions and/or risk exposures are synced from the Portfolio Manager's Excel (or alternative software) to a central database.

The CM system is responsible for monitoring of the pre-defined risk limits. The limits can either be configured as notification limits, soft limits or hard limits. In case of a breach of any of the limits, the escalation procedures are followed as described in the Risk Management Procedures (Annex 17) of the Privium Handbook.

The reoccurring risk tasks are:

- Weekly risk report by Risk Management, including Value at Risk.

- Monthly reporting by Portfolio Management

- Quarterly Operational Risk Management

- Monthly stress scenarios. On ad hoc basis extra stress scenarios can be done.

- Monitoring Service Providers.

On a monthly basis the Risk Committee of the Fund Manager meets to discuss the performances and risks of the Fund. Any breaches are discussed. On a yearly basis a Risk Evaluation and Product Review is conducted.

3.2.4 ***Borrowings***

The Fund Assets may be pledged to the Custodian to borrow against the Fund Assets, only for bridge financing purposes and limited to 10% of the assets managed. The Fund Manager is not allowed to lend any of the Fund Assets to a third party. The Fund shall not employ leverage within the meaning of article 4 under (v) AIFMD.

4 RISK FACTORS

4.1 Introduction

An investment in the Fund carries a high degree of risk. There can be no assurance that the Fund will achieve its Fund Objective or that Investee Funds' investment policy and the Investee Companies' activities will be successful. The value of the Fund's investments and the Participations may fall as well as rise and returns on past investments are no guarantee as to the returns on future investments. Accordingly, Participants may lose all or part of their investment in the Fund. An investment in the Fund requires the financial ability and willingness to accept for an indefinite period of time the risk and lack of liquidity inherent in the Fund. Due to the Investment Strategy, the Net Asset Value of Fund Assets can strongly fluctuate. Potential participants should consider, among others, the non-exhaustive list of risks mentioned below, review this Prospectus and its ancillary documents carefully and in their entirety, consult with their professional advisors and conduct and subsequently rely upon their own investigation of risk factors associated with the proposed investment. Participants should realize that the existence and occurrence of certain risks may contribute to the existence and occurrence of other risks.

4.2 Risks Relating to the Fund

Performance

The Fund's results will largely depend upon the performance of Investee Funds and Investee Companies.

Lack of Liquidity

Some of the Fund Assets may be in assets which are illiquid or may become illiquid under certain market conditions. Accordingly, it may not always be possible to purchase or sell those assets for their expected value or, if applicable, the prices quoted on the various exchanges. The Fund's ability to respond to market movements may be impaired and the Fund may experience severe adverse price movements upon liquidation of its Fund Assets.

Restrictions on Transfers and Potential Illiquidity of Participations

Participations may not be registered under any securities laws and, therefore, cannot be resold unless they are subsequently registered under such laws or regulations there under. Participations are also subject to restrictions on their transferability under the Terms and Conditions. There is no public market for the Participations and none is expected to develop. Under certain circumstances as set out in Section 8 of this Prospectus, the Fund Manager may suspend the redemption of Participations.

Concentration of Investments

The Fund may hold relatively few, large investments in relation to the size of the Fund. The 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. Lack of liquidity may aggravate such losses significantly. In addition, the Fund may own a significant percentage of all of the shares or other securities issued by an Investee Company or an Investee Fund. It may not always be possible to dispose of such securities

without incurring significant losses. Potential profits may not always be immediately realisable and may therefore be lost prior to realisation.

Non-diversified Status of Fund Assets

The Fund may not be able to achieve adequate diversification in respect of geography, instrument and investment type, sector, capitalisation, liquidity, volatility and/or currency. Consequently the Fund Assets may be subject to and experience greater risk and market fluctuation than a fund that has investments representing a broader range of investment alternatives.

Economic Environment

In the current economic environment, there are increased risks of financial institutions on which the Fund is dependent for its operation or investment returns to fail, be bankrupted or subject to government seizure or nationalization.

(Foreign) Currency Risk

The Net Asset Value of the Participations may be affected by exchange rate fluctuations.

As certain of the Fund Assets may be denominated in currencies other than EUR while the Fund's accounts will be denominated in EUR, returns on certain Fund Assets may be significantly influenced by currency risk. The Fund Manager however may hedge against a decline in the value of the Fund's non-EU denominated Fund Assets. Should the Fund Manager decide to hedge the risk of currency devaluations or fluctuations, it may be that the Fund Manager will not always succeed in realizing hedges under acceptable conditions and consequently the Fund may be subject to the risk of changes in relation to the EUR value of the currencies in which any of its assets are denominated.

Counterparty Risk

The Fund will be subject to the risk of the inability or refusal of payment or clearing institutions, principals or other service providers or other counterparties to its transactions, to perform or to perform in time under such services or transactions. Any such failure, refusal or delay, whether due to insolvency, bankruptcy or other causes, could subject the Fund to substantial losses. It is expected that the Fund Manager will seek to mitigate these risks by reviewing the creditworthiness and reliability of all service providers and counterparties and only entering into transactions with those parties that the Fund believes to be creditworthy and reliable.

Inflation

Due to inflation, the relative value of Participations may decline. The Fund will not specifically hedge inflation risk or take other measures to mitigate this specific risk.

Market Risks

Markets may rise and fall and the prices of financial instruments and other assets on the financial markets in general, and more specifically the prices of assets of the nature and type the Fund may

invest in and hold, can rise and fall. A careful selection and spread of investments does not provide any guarantee of positive results.

Sustainability risk

Sustainability risk in the context of the Fund is defined as the risk of a decrease in the value of an investment of the Fund due to an environmental, social or governance (ESG) related event. Such an event may have a direct negative impact on the financials of the investment or a longer-term impact on the operations or earnings capacity of the investment. The Fund has identified multiple sustainability risks which may impact the value of its investments to a varying degree. See also Section 3.2.2 for additional details.

Limited Operating History

The Fund has been established in 2014 and there is limited operating history to evaluate the future performance of the Fund.

Changing Legislation

The regulatory and tax environment for investment funds in general as well as certain financial instruments and other types of investments are evolving and changes therein may adversely affect both the Fund's ability to pursue its investment strategies and the value of its Fund Assets. The effect of any future regulatory or tax change on the Fund is impossible to predict. The fiscal status of the Fund may change during the term of the Fund. The Participants are urged to seek fiscal advice before participating in the Fund.

Unclear Legislation

Unclear rules and regulations and conflicting advice may result in a breach of rules and regulations applicable to the Fund. Resulting fines, other sanctions, possible damage to the reputation of the Fund, the Fund Manager and other connected persons may result in a negative impact on the Net Asset Value of the Fund and the Participations.

Limited Rights of Participants

The Fund Manager has exclusive authority for managing all operations of the Fund. Participants cannot exercise any management or control functions with respect to the Fund's operations, although they have limited voting rights in certain organisational respects as set forth in the Terms and Conditions.

Indemnification

Under the Terms and Conditions, the Fund Manager and the Legal Owner are entitled to be indemnified out of Fund assets against costs, losses and expenses which they may incur or become liable in connection with the execution of their duties. In addition, the Depositary, the Delegate, the Administrator and other service providers also are entitled to indemnity under the terms of their respective agreements for services. These obligations could require substantial indemnification payments out of the Fund Assets, provided however that the Depositary shall not be so indemnified with respect to any matter resulting from its negligent or intentional failure to properly fulfil its

obligations in accordance with article 21(12) of the AIFMD, and no other person shall be so indemnified with respect to any matter resulting from its attributable breach (*toerekenbare tekortkoming in de nakoming*).

Redemption Risk and Restrictions

The Fund is an open-ended fund and Participations may be redeemed at the request of a Participant in accordance with the restrictions of Section 8 of this Prospectus and the applicable terms of the Terms and Conditions. Accordingly, there can be no guarantee that the actual Redemption Price reflects the Net Asset Value per Participation as at the date of submitting the Redemption Notice. The Fund Manager may further suspend the redemption of Participations if: (i) a state of affairs exists which constitutes a state of emergency as a result of which the sale of Fund Assets would, in the sole opinion of the Fund Manager, not be practical or would negatively affect the rights of other Participants; (ii) the Participant did not act in compliance with applicable legislation or the Terms and Conditions; (iii) for whatever reason, the valuation of Fund Assets or Fund Obligations to be sold cannot be promptly or accurately ascertained; or (iv) relevant exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended. Redemptions may cause the Fund to dispose of assets in order to meet its redemption obligations earlier than anticipated or under less favourable market conditions than the Fund would otherwise have disposed of such assets. This may result in a lower Net Asset Value of the Fund generating lower or negative returns for the non-redeeming Participants. Significant redemptions may lead to significant losses to Participants, which remain invested in the Fund.

Redemption of Positions

Given the Sustainable focus of the Fund, there is a higher chance that it would be required to redeem a position, since there is an additional factor for such redemption (i.e. an Investee Fund or an Investee Company is no longer deemed Sustainable enough). As part of the portfolio shall also be invested in positions that are not high liquid listed large cap stocks, such redemptions might have to be made at less favourable prices.

General Political Factors

Investment results may be adversely affected by developments in countries in which the Fund Assets or counterparties are located. This may result in a partial or complete loss by the Fund as a result of the breakdown of the country's financial system. Such developments include, without limitation: war; civil unrest, ranging from protests to civil war; changes in the political situation and/or government of a country; acts of terrorism; expropriation and creeping expropriation; and inability to transfer moneys cross-border or convert moneys to hard currency.

4.3 General Risks Associated with Investments in Sustainable Impact Investee Funds and Investee Companies

The risks similar to those cited with respect to the Fund might also apply to Investee Funds and Investee Companies focused on Sustainable impact investments in addition to the specific risks which might be applicable to such Investee Funds and Investee Companies, such as:

Organic and Sustainable Consumer Market Developments

The performance of portfolio companies of Investee Funds will also depend on the development of the organic food and sustainable consumer market in general and relevant sub-sectors in particular. If this market or relevant sub-sectors experience a downturn, this will likely have a negative impact on the performance of the relevant portfolio company and therefore on the returns of the relevant Investee Fund. Such market conditions may result in certain circumstances in which investors could face minimal or no returns, or may even suffer a loss on their investments.

Capital Market Developments

The profitability of Investee Companies and of portfolio companies of Investee Funds partly depends on the developments in the capital markets. Developments in both debt and equity markets may impact the ability of such Investee Companies or portfolio companies to obtain debt financing or raise capital through share offerings. This may in turn impact the returns available for the relevant Investee Company or Investee Fund.

Non-listed Securities

An Investee Fund may invest a large portion of its assets in securities that may not be listed or traded on a stock exchange or regulated market. The issue of such securities may not be monitored by an authority. There may also not be a secondary market monitored by the authorities for such instruments, and the liquidity of these instruments may accordingly be low. As these debt instruments may be issued by issuers who are new to the market or were only recently established, the selection of investments may not be based on detailed historical analyses of the issuer's activities. Consequently the risks and default risks for such investments may be much greater than for conventional securities. The Investee Funds portfolio may therefore be exposed to risks that usually apply to investments in new developments. The Investee Funds' investments may be much more speculative and entail a greater risk than would normally be the case when investing in securities. The microfinance institutions ("**MFIs**") sometimes do not have a regulated status as a bank or credit institution and are thus not monitored by an authority in the respective country. Therefore, if an MFI were to become insolvent, the relevant Investee Fund does not have the same guarantee that would apply to banks or other credit institutions; moreover, the lack of monitoring means that the bankruptcy risk of the MFIs is also higher. There may also not be any corresponding authorities or monitoring and security mechanisms for companies and organizations that operate in the field of fair trade ("**FT field**").

Follow-on Investments

An Investee Fund may have the opportunity or be requested to increase its investment in a particular portfolio company. In case an Investee Fund undertakes such follow-on investments, it may significantly increase its exposure to a particular portfolio company. In case it does not undertake such follow-on investments, this may have a negative impact on the returns of a particular portfolio company, or may lead to a dilution of the value of the relevant Investee Fund's investment.

Country Risk

An Investee Fund may invest in countries whose stage of development cannot be compared with that of industrialized countries. In relation to each other and in terms of growth of GDP or GNP, inflation (which may be much higher in threshold, transition and developing countries than in other countries), capital investment, self-sufficiency and balance of payments, the economies of the individual countries may be doing well or less well. Issuers of securities are usually subject, to differing degrees, to regulations regarding insider trading, market manipulation, issuing of voting proxy and the timely publication of information. Furthermore, the binding standards on reporting, balance sheet preparation and auditing of financial statements in the individual countries may vary considerably in various key points; investors in some countries may have access to less information than is the case in other countries. Nationalization, expropriation or taxation that is equivalent to expropriation, exchange rate controls, political changes, government provisions, political or social unrest or unfavourable diplomatic developments may impact negatively on the economy of a country or the portfolio's investment in this country. Expropriations, nationalization or other confiscation could affect MFIs and companies and organizations operating in the FT field, and the relevant Investee Fund could lose its entire investment in the country concerned. Furthermore, the laws of the countries involved that govern company, bankruptcy and insolvency law could offer security holders less protection.

The monies available to the Investee Funds may serve to finance small companies and FT organizations in threshold, transition and developing countries and are used by MFIs whose financial situation is by no means comparable with that of financial institutions in industrialized countries. Even if an urban audience is largely targeted and if repayments are less dependent on rural economic problems, the typical problems in the agricultural sector of the countries concerned, including natural disasters and price slumps for local agricultural products, have a substantial effect on the repayment possibilities of the urban population. The risk of loss can, in unfavourable periods, be much higher than in developed countries.

In these countries, foreign investments are often subject to restrictions and controls of varying degrees. The restrictions and controls affecting the Fund may sometimes rule out investments and increase the costs of investments. Many countries demand government approval before a foreigner can invest in a certain company, or may limit the investments of foreigners to a certain percentage of the securities in circulation of a given issuer; or they may restrict the investment options for foreigners to a single class of securities of a company, to which less favourable conditions (including the price) are attached than to securities of the company available to nationals of that country. In addition, the repayment of investment income, capital or revenues from the sale of securities is governed by law in many countries, including in some cases a requirement of prior announcement to state authorities or official approval. If a country's balance of payments deteriorates it is also possible that the country will issue a temporary restriction on the export of capital.

FT Sector

The FT sector is sometimes subject to factors such as weather, climate, pests, natural disasters, etc. with the corresponding consequences for investments in this field.

Private Equity Investments

To a limited extent, the Investee Funds may (indirectly) invest in private equity capital. Investments with private equity characteristics typically involve uncertainties that cannot be compared to those arising in the case of other types of investments. In many cases, private equity investments involve companies that have been in existence for only a short time and which intend to establish themselves in an existing market or occupy new business areas. The business concepts behind these companies are usually based on new, innovative products or processes. Consequently, the process of forecasting the performance of such companies, their business concepts and potential sales is often fraught with uncertainty.

Official Authorization

The delay or denial of official authorization that may be required for the repatriation of capital, or other restrictions applicable to the relevant Investee Fund's investments, can adversely affect the value of the relevant Investee Company or Investee Fund portfolio. The liquidity of investments in countries where such factors affect the portfolio may suffer as a result. The limited liquidity of certain markets must be taken into account when evaluating investments; this may impair the Fund's or the relevant Investee Fund's ability to sell securities in order to meet redemption requests at the desired price and time. Transaction costs, including broker's fees, may also be higher than in industrialized countries.

Infant Stage Companies

Investments in companies that are still in the infant stages of development entail greater risks than is the case with securities of established companies. The securities of these companies are difficult to sell and are more susceptible to sudden, unstable market fluctuations than the securities of more mature companies or broadly diversified market indices. Accordingly, it is more difficult to determine the market value of this paper, which may have negative repercussions on the relevant Investee Fund and unit holders if large amounts have been spent or when units are redeemed.

4.4 **Risks Relating to the Fund Manager**

Due to the insolvency, negligence or fraudulent actions of the Fund Manager, its officers or employees or third parties used for the custody of assets of the Fund, the value of Participations may decline.

4.5 **Risks Relating to the Legal Owner, the Depositary and the Custodian**

Due to the insolvency, negligence or fraudulent actions of the Legal Owner, the Depositary and/or the Custodian, their officers or employees or third parties used for the custody of assets of the Fund, the value of Participations may decline and the Fund Assets may be lost.

4.6 **Risks Relating to Conflicts of Interests**

Other Clients

The Fund Manager and/or Affiliates of the Fund Manager may or will manage or advise clients other than the Fund. There can be no assurance that such services do not conflict with the interests of the

Fund. Although the Fund Manager and the Legal Owner intend to manage potential and actual conflicts of interest issues in good faith in compliance with the Fund's conflicts of interests policy, there can be no assurance that such conflicts of interest may be resolved in the best interests of the Fund should they arise.

Transactions with the Fund Manager and its Affiliates

The Fund Manager and its Affiliates may engage in certain related party transactions with the Fund. The Fund Manager and/or the Affiliates of the Fund Manager concerned will in such cases expect to receive a certain transaction consideration. Although the Fund Manager intends to manage potential and actual conflicts of interest issues in good faith in compliance with the Fund's conflicts of interests policy, such arrangements could present incentives for the Fund Manager and its Affiliates adverse to the interests of the Fund.

Diverse Participants

Participants may have conflicting investment, tax and other interests with respect to their investments in the Fund. The conflicting interests may relate to, among other things, the nature of Fund Assets, the structuring of Fund Assets and the timing of disposition of Fund Assets. As a consequence, conflicts of interest may arise in connection with decisions made by the Fund Manager that may be more beneficial for one Participant than for another Participant, especially with respect to Participant's individual tax situations. The Fund Manager will consider the investment, tax and other interests of the Fund and its Participants as a whole, not the investment, tax or other interests of any Participant individually.

The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Fund. In particular, the Fund's performance may be affected by changes in market conditions, and legal, regulatory and tax requirements. The Fund will be responsible for paying the fees, charges and expenses referred to in this document regardless of the level of profitability.

Potential Participants who are in any doubt as to the risks involved in investing in the Fund are recommended to obtain independent financial advice before making an investment.

5 LEGAL AND REGULATORY STRUCTURE OF THE FUND

5.1 Legal Structure of the Fund

5.1.1 *Legal Form*

The Fund is an open ended investment fund (*beleggingsfond*s) as referred to in article 1:1 FSA and a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands.

Under the laws of the Netherlands, the Fund is neither a legal entity (*rechtspersoon*) nor a partnership, commercial partnership or limited partnership (*maatschap, vennootschap onder firma* or *commanditaire vennootschap*), but a contractual arrangement *sui generis* between the Fund Manager, the Legal Owner and each of the Participants separately, governing the assets and liabilities acquired or assumed by the Legal Owner for the account and risk of the Participants. In view of its legal form of fund for joint account the Fund is not eligible for registration in the Trade Register (*handelsregister*) of the Netherlands.

The Fund's office address is that of the Fund Manager, being Gustav Mahlerplein 3, 26th floor, Financial Offices, 1082 MS Amsterdam, the Netherlands.

The Fund will be managed by the Fund Manager. The Participants have no proprietary rights with respect to the assets of the Fund. The Legal Owner is the legal owner of all assets of the Fund. The Legal Owner will acquire and hold the assets for the purpose of management and custody (*ten titel van beheer en bewaring*) on behalf of and for the account of the Participants. Such interest of the Participants is represented by the Participations held by each of them.

The Legal Owner will grant a power of attorney to the Fund Manager under the Terms and Conditions to manage (*beheren*) the Fund Assets in accordance with the Terms and Conditions.

5.1.2 *Establishment, Term and Termination of the Fund*

The Fund is established as of the first issue of a Participation and shall continue to exist for an indeterminate period of time. The Fund shall terminate upon the occurrence of any of the events set forth in article 24.1 of the Terms and Conditions.

5.1.3 *Liquidation*

Upon termination of the Fund, no further business shall be conducted except for such action necessary for the winding up of the affairs of the Fund. The balance left after the liquidation shall be paid in cash to the Participants (pro rata to the numbers of Participations held by them, against cancellation of these Participations).

5.1.4 *Key Fund Documents, Governing Law and Jurisdiction*

The key documents governing the Fund (the "**Fund Documents**") will be:

a) the Terms and Conditions. The Terms and Conditions represent the key organizational document of the Fund and inter alia set forth the agreement between the Fund Manager and the Legal Owner concerning the management and custody on behalf of the Fund;
b) this Prospectus;
c) the Subscription Form; and
d) each Side Letter .

The Fund Documents will be governed by Dutch law. The competent court in Amsterdam, the Netherlands will have exclusive jurisdiction to settle any claims, actions or disputes arising out or in connection with the Fund Documents (subject to appeal as provided by law).

A final judgment obtained in a court of any Member State of the European Union and which is enforceable in such Member State will be recognized and enforced by the courts of the Netherlands without re-trial or re-examination of the merits:

a) on the basis of and subject to the limitations imposed by the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (as amended); and
b) subject to limitations imposed by Regulation (EC) No. 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims (as amended) and the rules and regulations promulgated pursuant thereto.

Currently there is one Side letter outstanding. This Side letter is also published on the website of the Fund and the Fund Manager.

5.1.5 ***Amendment of the Prospectus and the Terms and Conditions***

The Terms and Conditions and this Prospectus may be amended pursuant to a joint resolution of the Legal Owner and the Fund Manager.

A proposed amendment to the Terms and Conditions or this Prospectus shall be published on the website of the Fund Manager. In addition, an explanation to the proposed amendments will be published on the website of the Fund Manager.

Notice of amendments made will also be made on the website of the Fund Manager. In addition, an explanation to the amendments will be published on the website of the Fund Manager.

An amendment of the Prospectus or the Terms and Conditions causing a reduction in Participants' rights or security, imposing costs on the Participants or causing a change to the Investment Strategy does not become effective in relation to the Participants until one (1) month following the date on which such notification has been published on the Fund Manager's website. Participants have the right to redeem their Participations within this period following the date on which such notification has been disclosed.

5.2 Regulatory Position of the Fund and Supervision

5.2.1 *Existing position*

The Fund Manager is in possession of an AFM license as referred to in article 2:65(1)(a) FSA, and as a consequence may offer the Fund to professional and non-professional investors within the Netherlands. The Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

The AFM license of the Fund Manager has been issued prior to the implementation of the AIFMD in the Netherlands, and was automatically converted into an AIFMD license by the AFM on 22 July 2014, in accordance with the Netherlands AIFMD implementation schedule. This Prospectus is prepared in conformity with the FSA as in force on the date of this Prospectus.

5.2.2 *Regulatory changes*

The regulatory environment for investment funds continues to evolve. In the light hereof, during the existence of the Fund, additional and/or amended legislation and regulations affecting the Fund, the Fund Manager, the Legal Owner, the Depositary and the Administrator may come into force.

The Legal Owner and the Fund Manager may amend the Fund Documents if the Legal Owner and the Fund Manager reasonably determine that a regulatory change has a material adverse effect on the Fund and/or the Legal Owner and/or the Fund Manager, such that (i) the material adverse effect of the applicable change is removed or mitigated, and (ii) the Fund shall bear its reasonable allocable portion of the costs in relation to the implementation of and compliance with the change (it being understood such allocation is in principle determined on the basis of the number of funds managed by the Fund Manager that fall within the scope of such change).

5.2.3 *Professional liability risks*

To cover potential professional liability risks resulting from activities the Fund Manager carries out with respect to the Fund, the Fund Manager holds a professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered.

6 FUND MANAGEMENT AND GOVERNANCE

6.1 The Fund Manager

6.1.1 *Introduction and Key Duties*

The Fund has engaged Privium Fund Management B.V. to manage the investment of all of the assets of the Fund. Privium Fund Management B.V. was founded in 2012 and its predecessor was founded in 2007. Privium Fund Management is an asset manager with offices in Amsterdam, London and Hong Kong which focuses on alternative investments and employs several very experienced industry professionals.

The Fund Manager is responsible for the determination of the investment policy of the Fund. The Fund Manager is obliged to perform its investment activities in accordance with the Investment Strategy. The Fund Manager is also responsible for maintaining records and furnishing or causing to be furnished all required records or other information of the Fund to the extent such records, reports and other information are not maintained or furnished by the Administrator, the Legal Owner, the Depositary or other service providers.

The Fund Manager performs its services in accordance with the Terms and Conditions. Pursuant to the Terms and Conditions the Fund Manager has the full and exclusive power, discretion and authority to invest and manage the assets of the Fund.

The (daily) policy makers of the Fund Manager are on the date hereof:

a) Clemens Hendrik Antonius Heijman;
b) Mark Baak; and
c) Robert-Jan van Hoorn

6.1.2 *Delegation of Duties*

Delegation of portfolio management duties and advisory services

By means of the Delegation Agreement, the Fund Manager has appointed ABN AMRO Investment Solutions SA as a Delegate in accordance with article 20 of the AIFMD.

The Delegate is an investment firm holding a license from the Autorité des Marchés Financiers (AMF) to perform certain investment services, including asset management and investment advice.

Pursuant to the Delegation Agreement, the Delegate shall, acting in good faith and with diligence, perform certain portfolio management duties and advisory services with respect to the Fund. In this respect, subject to the overall control and responsibility of the Fund Manager and in accordance with the Fund Manager's instructions, the Delegate:

a) will, on monthly basis, provide the Fund Manager with a model portfolio which includes the recommended composition of the Fund´s portfolio based on the insights and view of the Delegate;

b) will make investment recommendations or provide investment advices regarding potential new investments of the Fund, including performing initial research and due diligence activities on potential investments;
c) will perform monitoring activities on the underlying investment of the Fund and will report their findings to the Fund Manager;
d) may be asked to provide input regarding certain reporting;
e) will participate in the investment advisory committee meetings which take place on a monthly basis; and
f) may perform certain activities which may support capital raising activities.

The Delegate shall not be responsible for the day-to-day management of the Fund and shall not provide fund administration services or risk management services to the Fund Manager or the Legal Owner.

The appointment (delegation) shall not affect the Fund Manager's liability or obligations towards the Fund and its Participants

The power to make investment and divestment decisions shall remain the exclusive prerogative of the Fund Manager and the Fund Manager shall not be bound by any of the recommendations from the Delegate. The Delegate shall have no power under this Agreement to enter into any transaction or agreement on behalf of the Fund Manager or the Legal Owner (or for the purpose of the Fund) or to bind the Fund Manager or the Legal Owner (or the Fund Assets) in any other way, save where expressly authorized to do so by a decision of the Fund Manager made and confirmed in writing to the Delegate.

The Fund Manager shall directly remunerate the Delegate for the services rendered under the Delegation Agreement out of the Management Fee.

The Delegate may not sub-delegate any of the functions delegated to it, or any part thereof, without the prior written consent of the Fund Manager. Conditions regarding sub-delegation as set out in article 20 subparagraphs 4, 5 and 6 of the AIFMD and articles 75(f) and 81(2) of the Delegated Regulation shall apply to any such sub-delegation.

It is acknowledged by the Fund Manager and the Delegate that the Delegate provides investment services to third parties other than the Fund Manager or the Fund, and the Delegate shall ensure that such services to other parties shall not prejudice its services and obligations under this Agreement. There will be informal contact in a dynamic manner between the Fund Manager and the Delegate regarding amongst others any potential conflict of interest in connection herewith.

The Delegation Agreement is governed by and must be interpreted according to the laws of the Netherlands. The competent courts of Amsterdam, the Netherlands, and its appellate courts have exclusive jurisdiction to decide on a dispute between the Fund Manager and the Delegate in connection with the Delegation Agreement.

Delegation of other services

The Fund Manager will delegate certain financial, accounting, administrative and other services to the Administrator and one or more other external service providers.

6.1.3 ***Resignation and removal of the Fund Manager***

The Fund Manager shall resign as Fund Manager on certain grounds set forth in the Terms and Conditions. The Participants may at any time by resolution taken by Special Consent remove the Fund Manager as the fund manager of the Fund.

The Fund Manager can only resign or be removed after the appointment of a successor Fund Manager. In case of resignation or removal of the Fund Manager, the Participants may by resolution taken by Ordinary Consent appoint a substitute Fund Manager.

6.1.4 ***Liability of the Fund Manager and Indemnification***

The Fund Manager shall only be liable towards the Participants for a loss suffered by them in connection with a breach of Fund Manager's duties and responsibilities under the Fund Documents that is attributable to it (*toerekenbare tekortkoming in de nakoming*).

Subject to certain restrictions set forth in the Terms and Conditions, the Fund Manager will be indemnified out of the assets of the Fund against liabilities and charges incurred in connection with the performance of its duties and services to the Fund.

6.1.5 ***Funds Managed by the Fund Manager***

As at the date of this Prospectus, the Fund Manager manages the following investment funds:

1. Strategy One Fund;
2. Windmill Trend Evolution Fund;
3. Principia Fund N.V.;
5. Multi Strategy Alternatives Fund;
6. Supermarkt Vastgoed FGR;
7. FMO Privium Impact Fund;
8. Dutch Mezzanine Fund II;
9. Global Allocation Fund;
10. Westermeerwind Aandelenfonds;
11. Westermeerwind Leningenfonds;
12. Aescap Life Sciences;
13. Dutch Mezzanine Fund lll;
14. Digital Silk Road Industrial Investment Fund C.V.;
15. Privium Sustainable Impact Fund Luxembourg;

16. Guardian Fund;

17. Knight Tech Fund;

18. Savin Multi-Strategy Arbitrage Fund;

19. Deeptech Equity NL Fund Coöperatief U.A;

20. Aescap Genetics; and

21. Dutch Mezzanine Fund IV

6.2 **The Legal Owner**

The appointment of a legal owner of fund's assets is mandatory under article 4:37j FSA in the case of a fund that is not a legal person. The Legal Owner is appointed to segregate the legal ownership of the Fund Assets from the Fund Manager in the interest of the Participants.

The Legal Owner itself:

a) is a legal person entrusted with the safekeeping of the Fund Assets;
b) is separate from the Fund Manager; and
c) shall only act in the interest of the Participants.

Stichting Juridisch Eigendom Privium Sustainable Impact Fund, a foundation (*stichting*) incorporated and organized under the laws of the Netherlands, having its official seat (*zetel*) in Amersfoort and its principal offices at Woudenbergseweg 11, 3953 ME Maarsbergen, the Netherlands and registered with the Trade Register of the Netherlands under registration number 61111023 will be the legal owner (*houder van de juridische eigendom van de activa van een beleggingsfonds*) of the Fund Assets within the meaning of article 4:37j FSA.

6.2.1 ***Introduction and Key Duties***

The key responsibilities of the Legal Owner are (i) to hold, for the account and risk of the Participants, legal title to all assets and rights of the Fund, (ii) to, as debtor, assume obligations and liabilities of the Fund, and (iii) to be the contracting entity in respect of all agreements entered into on behalf of the Fund. The Legal Owner will do so at the instruction of the Fund Manager, but will not engage itself actively in the management of the Fund.

In acting as a legal owner (*houder van de juridische eigendom van de activa van een beleggingsfonds*) of the Fund Assets within the meaning of article 4:37j FSA, the Legal Owner shall act solely in the interests of the Participants. The Legal Owner will be fully and exclusively dedicated to the Fund and will not perform any other activities for the Fund than those referred to above.

6.2.2 ***Liability of the Legal Owner and Indemnification***

The Legal Owner shall only be liable towards the Participants for a loss suffered by them in connection with a breach of Legal Owner's duties and responsibilities under the Fund Documents that is attributable to it (*toerekenbare tekortkoming in de nakoming*).

Subject to certain restrictions set forth in the Terms and Conditions, the Legal Owner will be indemnified out of the Fund Assets against liabilities and charges incurred in connection with the performance of its duties and services to the Fund.

6.3 The Depositary

6.3.1 *Introduction*

The appointment of an independent AIFMD-depositary (*bewaarder*) within the meaning of article 4:62m FSA is mandatory for an investment fund established in the Netherlands and managed by a licensed Dutch fund manager. The Depositary is appointed to provide the duties as set out in article 21 AIFMD to the Fund in the interest of the Participants.

The Depositary:

a) is a legal person entrusted with the AIFMD depositary duties;
b) is separate from the Fund Manager; and
c) shall only act in the interest of the Participants.

Darwin Depositary Services B.V., a limited liability company *(besloten vennootschap met beperkte aansprakelijkheid*) incorporated and existing under the laws of the Netherlands, having its official seat (*zetel*) in Amsterdam and its registered office at Barbara Strozzilaan 101, 1083HN Amsterdam, the Netherlands, and registered with the Trade Register of the Netherlands under registration number 59855622 will be the depositary (*bewaarder*) of the Fund within the meaning of article 4:62m FSA.

6.3.2 *Key Duties*

Pursuant to a depositary agreement entered into among the Fund Manager and the Depositary (the "**Depositary Agreement**"), the key responsibilities of the Depositary are:

a) to monitor the cash flows of the Fund (ensuring in particular that all payments made by or on behalf of Participants upon the subscription for Participations have been received and that all cash of the Fund has been booked in cash accounts opened in the name of the Legal Owner on behalf of the Fund or in the name of the Fund Manager acting on behalf of the Fund or in the name of the Depositary acting on behalf of the Fund with the proper entity);
b) to provide safe-keeping of the Fund Assets (i.e. custody for financial instruments that can be held in a financial instruments account or that can be physically delivered to the Depositary, and verification of the ownership by the Legal Owner of all other assets);
c) to verify the compliance of the Fund Manager with the Fund Documents and the Law;
d) to ensure that transactions involving the Fund Assets, any consideration is remitted to the Fund within the usual time limits;
e) to verify that appropriate procedures are established and applied for the valuation of the Fund Assets; and
f) to perform various oversight duties with regards to issue and redemption of Participations, remission of consideration for transactions by the Fund, application of income by the Fund.

The Depositary Agreement contains an option for the Depositary to transfer and/or re-use the Fund Assets with the prior consent of the Fund Manager.

The Depositary may delegate the safekeeping of financial instruments that can be held in custody in accordance with art 21(11) of the AIFMD to the Custodian. No conflicts of interest is expected to arise from such delegation.

In acting as a depositary (*bewaarder*) of the Fund within the meaning of article 4:37h FSA, the Depositary shall act solely in the interests of the Participants. The Depositary will not be exclusively dedicated to the Fund and may perform any other activities for the Fund than those referred to above or depositary duties for other funds or fund managers.

6.3.3 ***Liability of the Depositary and Indemnification, Termination***

The Depositary shall only be liable towards the Fund or the Participants for a loss suffered by them resulting from:

a) Loss of financial instruments in custody with the Depositary in the meaning of article 21(8)(a) AIFMD, unless the Depositary can demonstrate that such loss has arisen as a result of an external event beyond the Depositary's reasonable control, the consequence of which would have been unavoidable despite all reasonable efforts to the contrary; or
b) the Depositary's negligent or intentional failure to properly fulfil its obligations in accordance with article 21(12) AIFMD.

Subject to certain restrictions set forth in the Depositary Agreement, the Depositary will be indemnified out of the Fund Assets against liabilities and charges incurred in connection with the performance of its duties and services to the Fund.

The Depositary may, provided the conditions of article 21(13) AIFMD are satisfied, transfer the liability for loss of financial instruments to the Custodian, provided: (i) this is explicitly agreed with the Fund Manager, and (ii) pursuant to a written agreement between the Depositary and the Custodian, the Custodian accepts liability towards the Participations for loss of financial instruments the custody of which has been delegated by the Depositary to the Custodian in accordance with article 21(11) AIFMD.

The Fund Manager reserves the right to, at its own discretion, but with due observance of any applicable terms of the Terms and Conditions and the Depositary Agreement, terminate the Depositary Agreement provided that it appoints a substituting depositary.

6.4 **The Custodian and the Prime Broker**

The Fund Manager has engaged ABN AMRO Clearing Bank N.V. to provide custody services to the Fund and to hold in custody the relevant Fund Assets pursuant to the Custody Agreement.

The Fund Manager has not engaged a prime broker for the Fund.

6.5 **The Administrator**

The Fund Manager has engaged Bolder Fund Services Netherlands B.V. to provide, subject to the overall direction of the Fund Manager, certain financial, accounting, administrative and other services to the Fund.

The Administrator is part of Bolder Group, an international group which offers depositary services, trust services and accounting services to private clients, companies and institutions from its offices in the Netherlands, Luxembourg, the British Virgin Islands, Switzerland, the United Kingdom, Slovakia, the United States of America, Curacao and the Cayman Islands.

Pursuant to administration agreement entered into among the Fund Manager and the Administrator (the "**Administration Agreement**"), the Administrator will be responsible, inter alia, for the following matters under the general supervision of the Fund Manager:

a) the general administration of the Fund Assets and the Fund Obligations;
b) the calculation of the Net Asset Value and the Net Asset Value per Participation; and
c) providing information to the Fund Manager enabling the Fund Manager to comply with financial and regulatory reporting obligations.

The Administrator will not provide any investment advisory or management services and therefore will not be in any way responsible for the Fund's performance.

Subject to certain restrictions set forth in the Administration Agreement, the Administrator will be indemnified out of the assets of the Fund against liabilities and charges incurred in connection with the performance of its duties and services to the Fund.

The Fund Manager reserves the right to, at its own discretion, but with due observance of any applicable terms of the Terms and Conditions and the Administration Agreement, terminate the Administration Agreement and/or to appoint a substituting administrator.

6.6 The Participants and Meetings of Participants

6.6.1 *Introduction*

(Prospective) Participants should realize that they are not permitted to engage in the investment operations of the Fund. Participants have certain information rights vis-à-vis the Fund Manager and the Legal Owner and can participate in the decision making process related to certain key aspects of the organisation of the Fund set forth in this Prospectus and the Terms and Conditions.

6.6.2 *Meetings of Participants*

Meetings of Participants will only be held when called by the Fund Manager.

The Fund Manager must call a meeting of Participants (i) as often as the Fund Manager deems necessary in the interest of the Participants, and (ii) in case one (1) or more Participants holding, in total, at least 25% of the outstanding Participations request the Fund Manager in writing to call and hold such meeting, stating the matters to be placed on the agenda for such meeting.

Meetings of Participants will be held in Amsterdam, the Netherlands, or at such other place in the Netherlands as determined by the Fund Manager. Notice for a meeting of Participants will be published on the Fund Manager's website and sent to the (e-mail) addresses of the Participants at least fourteen (14) calendar days prior to the date of the meeting of Participants. Such notice will state

the date, time, place and location and the agenda for the meeting and enclose any documents relevant for the meeting.

Each Participant has the right to attend the meeting and to speak at the meeting. A Participant may attend the meeting by proxy, provided that the power of attorney is set forth in writing and prior to the meeting submitted for verification to the chairman of the meeting.

6.6.3 *Voting by Participants*

To each Participation is attached the right to cast one (1) vote. Resolutions require, as set forth in the Terms and Conditions, either a simple or a qualified majority of the votes that can be cast on all outstanding Participations being exercised in favour of the proposal.

6.7 Conflicts of interest

6.7.1 *General*

In the business and operations of the Fund, conflicts of interest may arise in respect of investment and divestment transactions, the hiring of services providers as well as other transactions. The Fund's organisational documents will provide for provisions safeguarding the appropriate equitable solution of such conflict of interest situation.

A key role in the resolution of conflict of interest situations will be played by the meeting of Participants, it being understood that except with the prior approval of the Participants by Ordinary Consent the Fund will not directly:

a) enter into any transaction with the Fund Manager, the Legal Owner, any Participant or any of its or their Affiliates; or
b) enter into any transaction at non-arm's length terms and conditions.

For the avoidance of doubt, the Fund may enter into any investment, divestment or other business transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager or advised by the Delegate or with related party funds. Notwithstanding the foregoing, investments of a fund managed by the Fund Manager or Affiliates of the Fund Manager shall not be transferred to another fund managed by the Fund Manager or Affiliates of the Fund Manager.

6.7.2 *Involvement of the Fund Manager in Other Funds*

The Fund Manager and its Affiliates may advise and manage, and in the future may continue to advise and manage, other clients and/or investment funds having substantially similar fund objectives and investment strategy as those of the Fund.

The Fund Manager and its Affiliates will allocate investment opportunities among such clients and funds on an equitable basis in their good faith discretion, based on the applicable investment guidelines of such investors and funds, portfolio diversification requirements and other appropriate factors.

6.8 **Complaints Procedure**

A Participant can address a complaint related to the Fund, the Fund Manager or any service provider of the Fund to the management board of the Fund Manager in writing (which includes correspondence by e-mail). The Fund Manager will confirm receipt of such complaint and indicate in which manner the complaint will be dealt with within three (3) Business Days of the receipt of such complaint.

7 ADMISSION TO THE FUND AND SUBSCRIPTIONS

7.1 Subscriptions

7.1.1 *Conditions*

On any Settlement Date, provided the requirements of the Terms and Conditions have been met, the Fund Manager may, at its sole discretion, issue Participations at the request of a new or existing Participant set forth in a Subscription Form. The Participations shall be issued in Amsterdam, the Netherlands. All Participants shall be treated fairly by the Fund Manager and no Participant shall obtain preferential treatment.

From time to time, the Fund Manager may, on its own behalf or on behalf of the Fund, without any act, consent or approval of any Participant, enter into, deliver and perform agreements, understandings or undertakings with Participants which have the effect of establishing rights under or supplementing the terms of this Prospectus and/or the Terms and Conditions (each a "**Side Letter**"). Any rights established or any supplemented terms to this Prospectus, the Terms and Conditions or the Subscription Forms agreed in a Side Letter with a Participant shall govern with respect to such Participant notwithstanding any other provision of the Prospectus, the Terms and Conditions or the Subscription Form. The Fund Manager may enter into and perform on behalf of the Fund such Side Letters and Subscription Forms.

7.1.2 *In-kind Contributions*

If so requested by the subscriber in its Subscription Form, the Fund Manager may at its sole discretion agree that the Participations subscribed for by the subscriber and accepted by the Fund Manager will be paid-up in kind, as valued based on the valuation principles of the Fund.

7.1.3 *Subscription Price and Subscription Costs*

The Subscription Price of a Participation subscribed for, is equal to the Net Asset Value per Participation as at the Valuation Date of such Participation. The Total Subscription Price is the applicable Subscription Price multiplied by the number of issued Participations. The minimum Total Subscription Price is EUR 100 per Participant. This minimum subscription requirement may be waived by the Fund Manager in its sole discretion.

Up to and including the Closing Date, Participations are offered at a price of EUR 100 per Participation. After the Closing Date, the Participations are offered at a price based on Net Asset Value per Participation as at the Valuation Date of the Participations subscribed for.

In order to determine the total amount due by the subscriber to the Fund in consideration for the issuance of Participations (the Total Subscription Amount), the Total Subscription Price may at the sole discretion of the Fund Manager be increased by a surcharge in the event subscriptions on the applicable Subscription Notice Date exceed redemptions on such day and the associated costs to the Fund are material. The surcharge shall not exceed 0.5% of the Total Subscription Price of the Participations subscribed for. The surcharge shall be for the benefit of the Fund.

Participants shall economically be treated as having subscribed on the Valuation Date of the Participations subscribed for and accordingly shall receive any distributions declared by the Fund during the period from such Valuation Date to the Settlement Date of the Participations subscribed for.

In case a Participant has paid an amount exceeding the Total Subscription Amount, this amount will be repaid to the Participant to the same account from which such proceeds were originally debited.

7.1.4 ***Procedure***

Applications for Participations must be made by submitting a duly signed and completed Subscription Form to the Administrator. If the Subscription Notice Date falls: (i) prior to or on the twenty-fifth (25th) day of a month, the Valuation Date of the Participations subscribed for shall be the last day of that month; (ii) after the twenty-fifth (25th) day of a month, the Valuation Date of the Participations subscribed for shall be the last day of the following month. The Determination Date of Participations subscribed for shall be determined by the Fund Manager in its sole discretion, but shall be no later than the tenth (10th) Business Day after the Valuation Date of such Participations. The Settlement Date of Participations subscribed for shall be the third (3rd) Business Day after such Determination Date. Participations subscribed for shall be issued on such Settlement Date.

Payment of the Total Subscription Amount with respect to the Participations subscribed for must be received in Euro in the bank account of the Legal Owner as specified in the Subscription Form at the latest on the Settlement Date of the Participations subscribed for (please refer to the Subscription Form for further payment details and instructions).

The Fund Manager reserves the right to accept or reject any application in whole or in part at its absolute discretion. When an application is rejected, the amount paid on application or the balance thereof (as the case may be) will be returned (without interest) as soon as practicable, to the same account from which such proceeds were originally debited.

Completed applications are irrevocable once the relevant Subscription Form has been received by the Administrator and the Total Subscription Amount has been received in the bank account of the Legal Owner. Upon issuance of the Participations in satisfaction of an application, the Administrator will confirm the number and value of the Participations so issued. For the avoidance of doubt, the Participations subscribed to prior to the Closing Date, shall be issued on the Closing Date.

7.2 **Participant Representations and Warranties and Prevention of Money Laundering**

7.2.1 ***Representations and Warranties***

The Subscription Form requires each applicant for Participations to make certain representations and warranties to the Legal Owner and the Fund Manager.

Persons subscribing on behalf of others, such as nominees, securities giro's and feeder and custody entities, will need to represent to the Fund Manager and the Legal Owner in an addendum to the Subscription Form certain additional representations, including but not limited to compliance with know your customer (*KYC*) and anti-money laundering (*AML*) rules.

7.2.2 ***Prevention of Money Laundering and Financing of Terrorism***

Measures aimed at the prevention of money laundering and financing of terrorism will require each applicant for Participations to evidence its identity to the Administrator ("**KYC requirements**"). The procedure used by the Administrator is stated in the Subscription Form and is compliant with the Dutch Act on the prevention of money laundering and financing of terrorism (*Wet ter voorkoming van witwassen en financieren van terrorisme*) summarized in **Schedule 3** attached hereto.

The Administrator reserves the right to request such other information as is necessary to verify the identity of an applicant. Pending the provision of evidence satisfactory to the Administrator as to the identity, the evidence of title in respect of interests may be retained at the absolute discretion of the Administrator. If, within a reasonable period of time following a request for verification of identity, the Administrator has not received evidence satisfactory to it as mentioned above, the Fund Manager may, in its absolute discretion, refuse to allot the Participations applied for in which event the subscription proceeds will be returned without interest and/or less any other costs incurred by the Fund relating to the transaction of the applicant to the account from which such proceeds were originally debited.

In the event that changes in KYC requirements occur either in policy or in legislation after an investor's have been allotted, investors will be obliged to provide additional KYC documentation to satisfy such changed requirements within a reasonable period of time following a request for such additional documentation. Any investor who does not or cannot provide the additional KYC documentation may be forcibly redeemed from the Fund in accordance with the mandatory redemption provisions as set forth in the Terms and Conditions.

Investors should be aware that the Total Subscription Amount will be at risk once it has been invested in the Fund. An investor's failure to comply with applicable KYC requirements may result in the return of an amount lower than the Total Subscription Amount.

8 TRANSFER AND REDEMPTION OF PARTICIPATIONS

8.1 Introduction

Participations are not listed on a regulated stock exchange nor does the intention exist to apply for such listing in the foreseeable future. No developed unregulated market for Participations exists and no party has been instructed by the Fund or the Fund Manager to maintain a market for Participations. A transfer of Participations is subject to certain conditions. Though the Fund is in principle obliged to redeem Participations at the request of a Participant, the Fund will under circumstances not be able and/or not obliged to do so.

Participations therefore might be a less liquid investment as expected by a Participant and (prospective) Participants should take into account that under circumstances they cannot liquidate such numbers of their Participations at such moments as they intend to.

8.2 Transfer of Participations

A Participant may transfer all or some of such Participant's Participations provided that all of certain conditions set forth in the Terms and Conditions have been met.

One of these conditions is that the envisaged transfer has been approved by the Fund Manager (such approval to be given or withheld at the Fund Manager's sole discretion).

8.3 Redemption of Participations at the Request of a Participant

On any Settlement Date, provided the requirements of the Terms and Conditions have been met and redemption of Participations is not suspended in accordance with Article 8.3.3,, the Fund Manager will redeem Participations at the request of a Participant sent in writing to the Administrator.

The Fund Assets will be sufficiently liquid to, under normal circumstances, allow the Fund to redeem Participations as requested by its Participants for at least 10% of the assets managed.

8.3.1 *Redemption Price and Costs of Redemption*

The Redemption Price of a Participation redeemed, is equal to the Net Asset Value per Participation as at the Valuation Date of such Participation. The Total Redemption Price is the applicable redemption price multiplied by the number of redeemed Participations.

In order to determine the net amount due by the Fund to a Participant in consideration for the redemption of Participations (the Total Redemption Amount), the Total Redemption Price may at the sole discretion of the Fund Manager be reduced by a discount in the event redemptions on the applicable Redemption Notice Date exceed subscriptions on such day and the associated costs to the Fund are material. The discount shall not exceed 0.5% of the relevant Total Redemption Price of the Participations redeemed. The discount shall be for the benefit of the Fund.

Participants shall economically be treated as having redeemed on the Valuation Date of the Participations redeemed and accordingly shall not receive any distributions declared by the Fund during the period from such Valuation Date to the Settlement Date of the Participations redeemed.

8.3.2 ***Procedure***

Applications for the redemption of Participations should be submitted to the Administrator by means of a duly signed Redemption Notice specifying the details of the redemption. Redemption Notices are irrevocable once received by the Administrator.

Participants need to ensure that a signed Redemption Notice will be received by the Administrator on the first (1st) day of the month prior to the relevant Valuation Date of the Participations redeemed.

If the Redemption Notice Date falls:

(i) prior to or on the first (1st) day of a month, the Valuation Date of the Participations redeemed shall be the last day of that month. Example: redemptions received on September 1 or prior will be redeemed against the NAV of the September 30 Valuation Date;

(ii) after the first (1st) day of a month, the Valuation Date of the Participations redeemed shall be the last day of the month immediately thereafter. Example: redemptions received on September 20 will be redeemed against the NAV of the October 31 Valuation Date.

The Determination Date of Participations redeemed shall be determined by the Fund Manager in its sole discretion, but shall be no later than the tenth (10th) Business Day after the Valuation Date of such Participations. The Settlement Date of the Participations redeemed shall be on the third (3rd) Business Day after such Determination Date.

The Total Redemption Amount will normally be paid to the redeeming Participant on the Settlement Date of the Participations redeemed, provided that the Administrator has received the KYC requirements unless exceptional circumstances occur, in which case the consideration will be paid at the earliest possible Business Day thereafter.

In the case the Administrator has not received all the requested KYC requirements, even though the redemption request will be processed, redemption proceeds will be held in the name of the redeeming Participant at the Fund's bank account without any interest accruing in favour of the Participant and the Participant will bear all associated risks until such time as the Administrator receives the outstanding KYC requirements.

Limitation of redemptions

The Legal Owner and the Fund Manager may limit the redemption of Participations on a Settlement Date to an aggregate Total Redemption Price of twenty per cent (20%) (or more, as long as such higher gate is not to the detriment of the remaining Participants) of the Net Asset Value on the Valuation Date prior to the Settlement Date. In this case, the number of Participations to be redeemed per Participant will be *pro rata* the total number of Participations offered for redemption. Any Participations included in a redemption request that have not been redeemed as a result of such scale down of a redemption request are deemed to be offered for redemption on the following Settlement Date on a *pro rata* basis alongside subsequent redemption requests (but not compulsory redemptions) and shall be subject to the same limitations.

8.3.3 *Suspension of Redemption*

The Fund Manager may suspend the redemption of Participations if:

a) the determination of the Net Asset Value has been suspended (see Section 10.2);
b) the transfer of funds realised from the sale of Fund Assets cannot, in the sole opinion of the Fund Manager, be effected at normal rates of exchange;
c) relevant exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended;
d) a state of affairs exists which constitutes a state of emergency as a result of which the sale of Fund Assets would, in the sole opinion of the Fund Manager, not be practical or would negatively affect the rights of other Participants;
e) the Participant did not act in compliance with applicable legislation or these Terms and Conditions;
f) for whatever reason, the valuation of Fund Assets or Fund Obligations to be sold cannot be promptly or accurately ascertained; or
g) for whatever reason, the redemption of the Investee Funds Interests is suspended at the level of the relevant Investee Fund, as applicable.

8.4 **Mandatory Redemption of Participations**

The Fund Manager shall under certain extraordinary circumstances as set forth in the Terms and Conditions and with due regard to the general provisions and conditions relating to redemption of Participations be entitled to redeem all (but not part of) the Participations of any Participant. In the case the Administrator has not received all the requested KYC requirements, even though the redemption request will be processed, redemption proceeds will be held in the name of the redeeming Participant at the Fund's bank account without any interest accruing in favour of the Participant and the Participant will bear all associated risks until such time as the Administrator receives the outstanding KYC requirements.

9 COSTS AND EXPENSES

9.1 Introduction

In this Section 9 all costs and expenses related to the organisation, management and transactions of the Fund which will be paid by or charged to the Fund and accordingly result in a reduction of the Fund's Net Asset Value are described.

This Section does not refer to costs and fees charged to the Participants by the Fund upon a subscription for or redemption of Participations (for these costs and fees see Sections 7 and 8) or by their own service providers in connection with an envisaged investment in or divestment from the Fund (like fees and costs charged to a Participant by its advisors, banks or brokers).

All costs referred to in this Section will be allocated to the period to which they relate. Unless indicated otherwise, all costs will be brought at the charge of the Fund's profit and loss account.

All amounts and percentages mentioned in this Section 9 are exclusive of Dutch or foreign value added tax (VAT), if due. Under present legislation, the Fund cannot deduct VAT charged to the Fund.

9.2 Cost Categories

9.2.1 *Transaction costs*

Transaction costs inter alia include all costs of sourcing, evaluating, making, holding or disposing of Fund Assets, including, but not limited to, finders' fees, brokerage fees, (other) transaction costs and expenses and interest on investment-related borrowings. All transaction costs shall be borne by the Fund and be brought at the charge of the Fund's profit and loss account.

The Fund Manager will select transactional service providers on the basis of various considerations, like quality, promptness of performance of services and fee rates. Fee rates may not exceed market standard rates. The total amount of transaction costs from time to time is variable and depends on the number and size of transactions and applicable rates.

9.2.2 *Fund Operational Costs*

Fund operational costs inter alia include, but are not limited to all costs of legal, tax, administrative, accounting, audit, reporting, legal ownership and similar services and advices provided to the Fund and all costs of communications with and meetings of the Participants and the regulatory costs related to the supervision by the AFM and DNB. All operational costs shall be borne by the Fund and be brought at the charge of the Fund's profit and loss account.

The Fund will bear all taxes, if applicable.

The Fund may bear estimated due diligence expenses relating to the acquisition of investments contemplated by the Fund and/or the annual operational due diligence of a maximum of EUR 25,000 (excluding VAT and out of pocket expenses) per transaction and/or per operational due diligence per annum. All due diligence expenses may be charged to the Fund and if charged, will be brought at the charge of the Fund's profit and loss account.

9.2.3 ***Management Fee***

The Fund Manager is entitled to an annual Management Fee equal to 0.30% of the Net Asset Value (i.e. 30 basis points) excluding (i.e. before deduction of) the Management Fee, as at the last calendar day of each month, with a minimum of EUR 110,000 per annum, payable monthly in arrears out of the Fund Assets. Any changes to the Management Fee are subject to the prior approval of the Fund Manager and the Legal Owner.

For the avoidance of doubt the Fund shall not bear the cost of remunerating any employee of the Fund Manager or any of its Affiliates or any office rental, utilities or office equipment or other overhead or travel costs of any of their respective personnel, it being acknowledged that the Management Fee is intended to compensate the Fund Manager for such costs.

9.2.4 ***Delegation Fee***

The Delegate is entitled to an annual delegation fee of 0.20% (20 basis points) payable by the Fund Manager out of the Management Fee. No delegation fees are directly borne by the Fund.

9.2.5 ***Administrator Fee***

The Fund will pay the Administrator in remuneration for its services to the Fund, an annual fee equal to 0.031% of the Net Asset Value (i.e. 3.1 basis points) as of the last calendar day of each month, subject to an annual minimum fee of EUR 30,000 (excluding VAT). In addition to the remuneration referred to above, the Administrator is entitled to an office surcharge of 4.5% of the annual fee stated above. Additionally the Administrator is entitled to a fee of EUR 3,750 per annum for preparing (semi) annual statements and a fee of EUR 1,250 per annum (excluding VAT) for regulatory reporting services.

9.2.6 ***Legal Owner Fee***

CSC Governance B.V. acts as the sole director of the Legal Owner. An annual directorship fee of max EUR 6,500 (excluding VAT and disbursements) is payable by the Fund to CSC Governance B.V..

9.2.7 ***Depositary Fee***

The annual fees of the Depositary are 0.014% of the Net Asset Value (i.e. 1.4 basis points), with a minimum of EUR 30,000 (excluding VAT).

9.2.8 ***Custody Fee***

The Custodian is entitled to an annual custody fee of 0.025% of the Net Asset Value (i.e. 2.5 basis points).

9.2.9 ***Audit Fee***

The annual audit fees payable to the Auditor will be EUR 17,600 per annum (excluding VAT). Prospectus updates will be charged at a fee of EUR 3,500.

9.2.10 ***Regulatory Costs***

The regulatory costs related to the supervision by the AFM and DNB are estimated at EUR 25,000 per annum.

9.2.11 ***Organisational Expenses***

The Fund will bear its own organisational and establishment costs (other than the costs otherwise described in this Prospectus). Expenses in connection with the establishment of the Fund and organisational costs of the Fund, will be paid out of the Fund Assets, including (but not limited to) legal, accounting and tax advisory fees, incorporation expenses and travel costs.

Establishment costs (set-up costs) amounted to EUR 82,000 as reimbursement for the costs charged to the Fund Manager in connection with the formation of the Fund, including legal and tax advisory fees and regulatory costs plus assurance report costs, which shall be activated and written off over a period of five (5) years. As of the publication date of this Prospectus the organisational expenses of the Fund have been amortized in full.

9.2.12 ***Costs Related to Investments in Investee Funds***

Costs related to investments in Investee Funds include the subscription price for Investee Funds Interests.

In respect of the Investee Funds, a management fee from 0.9% up to 2.0% per annum may be charged at the level of such Investee Funds.

In addition, the following fixed and variable fees and costs may be charged at the level of the Investee Funds: custodian and administrative fees, advisory fees, organizational expenses, agency fees, transaction costs, operational costs, secretarial services fee, accounting fees, etc. In implementing the investment strategies, allocations may be made by a number of methods, including investment funds, managed accounts and other investment vehicles. Accordingly, further fees and expenses are likely to be incurred at the level of such investment funds, managed accounts and other investment vehicles.

Subscription price for Investee Funds Interests shall be borne by the Fund and be brought at the charge of the Fund's profit and loss account. Other costs related to investments in Investee Funds shall be paid out of such relevant Investee Fund’s assets.

9.2.13 ***Ongoing Charges Figure***

The ongoing charges figure (OCF) is the total amount of the costs of the Fund incurred in a year - except for transaction costs, interest costs and costs related to the issue and redemption of Participations that are chargeable to the net assets of the Fund - expressed as a percentage of the Fund's average Net Asset Value for the year concerned. The OCF will be calculated at the end of each financial year and published annually in the Fund's annual reports.

The below table illustrates the expected OCF of the Fund (based on EUR 700 million of assets under management):

Ongoing Charges Figure (estimate)	
Management Fee	0.30%
Custodian	0.03%

Administrator	0.03%
Depositary and Legal Owner	0.01%
Audit & reporting	0.01%
Other expenses	0.01%
Total	**0.39%**

10 VALUATION, REPORTING AND INFORMATION DISCLOSURE

10.1 Valuation Principles

The Fund Manager shall value the Fund Assets and Fund Obligations in accordance with Dutch GAAP and, where more specific, certain valuation methods set forth in the Terms and Conditions.

The Investee Funds Interests shall be valued on the basis of the latest available valuation of Investee Funds Interests provided by the administrators of the relevant Investee Funds, as further set forth in the Terms and Conditions. The Fund Manager has delegated the calculation of the Net Asset Value to the Administrator. To ensure valuations received from administrators of the Investee Funds are appropriate, valuations are reviewed by the Fund Manager (or the Administrator), based on the previous valuation received and other relevant information. Valuations that deviate materially from the previous valuation are further analyzed and if needed discussed with the manager or administrator of the relevant Investee Fund.

10.2 Reporting to Participants

10.2.1 *Financial year*

The financial year of the Fund shall begin on the first day of January and end on the thirty first day of December of the next calendar year. The first financial year of the Fund began on the Closing Date and ended on the thirty first day of December 2014.

10.2.2 *Reporting on Net Asset Value*

Subject to certain exception grounds set forth in the Terms and Conditions, the Fund Manager shall as per last calendar day of each month determine the Net Asset Value and the Net Asset Value per Participation. The Net Asset Value shall be expressed in Euro and be determined in accordance with the Fund's valuation principles referred to above.

The Fund Manager has delegated the determination of the Net Asset Value and the Net Asset Value per Participation to the Administrator. In determining the Net Asset Value of the Fund and the Net Asset Value per Participation, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above. If the Fund Manager disagrees with the Net Asset Value and/or the Net Asset Value per Participation as determined by the Administrator, other than for the reasons of there being a mistake in the data feed, the Depositary will be consulted with respect to the determination of such Net Asset Value and the Net Asset Value per Participation. If the Depositary agrees with the Net Asset Value and the Net Asset Value per Participation as determined by the Administrator and contested by the Fund Manager, an independent auditor shall be selected by the Administrator and the Fund Manager to determine such Net Asset Value and the Net Asset Value per Participation.

The Fund Manager may declare a suspension of the determination of the Net Asset Value and the Net Asset Value per Participation:

a) if one or more stock exchanges on which Fund Assets are listed (or on which securities which belong to the assets of a collective investment scheme in which the Fund is invested are listed

directly or indirectly), are closed on other days than normal days of closure or if the transactions on these exchanges are suspended or subject to irregular restrictions;

b) if the communication means or calculation facilities normally used to determine the Net Asset Value no longer function or if, for any other reason, the value of a Fund Asset or Fund Obligation, cannot be determined with the speed or accuracy desired by the Fund Manager;

c) if there are factors relating to the political, economic, military or monetary situation that make it impossible for the Fund Manager to determine the Net Asset Value; or

d) if a resolution to liquidate the Fund is passed; or

e) if the management board of an Investee Fund suspends the determination of the net asset value of the relevant Investee Funds Interests, as applicable.

When the Fund Manager is unable to determine the Net Asset Value and the Net Asset Value per Participation, the Participants will be informed hereof. The Fund Manager has established a Valuation Committee. The Valuation Committee is responsible for valuations and issues regarding valuations.

In case of errors in the calculation of the Net Asset Value of more than 0.5% of the Net Asset Value, the Fund Manager will as soon as possible prepare a report on the errors that were made and which correction will need to be made to the Net Asset Value. If a correction is required of more than 0.5% of the Net Asset Value, and a Participant incurred a loss by an allocation or redemption against the erroneously calculated Net Asset Value, the Fund will at the request of such Participant provide compensation (in cash or in Participations) for the relevant Participant for the actual loss incurred. The compensation will be paid out of the Fund Assets.

Within ten (10) Business Days following the calculation of the Net Asset Value a statement on the Net Asset Value of the Fund as per last calendar day of each month shall be published on the Fund Manager's website.

10.2.3 ***Annual and Semi-annual Reporting***

Within six (6) months after the end of each financial year of the Fund, Fund Manager shall, in accordance with the applicable legal requirements, prepare and publish the Fund's annual accounts (consisting of at least a balance sheet, profit and loss account and explanatory notes), annual report and other information for such financial year.

Within nine (9) weeks after the end of the first half of the financial year, the Fund Manager shall draw up a semi-annual report and financial statements concerning this period.

The annual accounts and the semi-annual report shall be drawn up in accordance with the applicable provisions of Title 9 of Book 2 of the Dutch Civil Code and published on the Fund Manager's website.

The Fund Manager will provide the Participants upon request and free of charge with copies of the annual accounts, annual report and semi-annual report, notwithstanding their compliance with other publication requirements under applicable laws.

10.2.4 ***Other Information***

The license provided to the Fund Manager pursuant to article 2:65 FSA and the Terms and Conditions shall be available for inspection at the office of the Fund Manager. A copy of the Terms and Conditions

shall be provided by the Fund Manager upon request free of charge and shall be published on the Fund Manager's website. A copy of the Fund Manager's license and the Depositary Agreement shall be provided by the Fund Manager upon request at cost price.

Information regarding the Fund Manager, the Legal Owner and the Depositary from the Trade Register of the Netherlands shall be provided by the Fund Manager upon request at cost price.

A copy of the monthly report published on the Fund Manager's website containing information on the total value of the Fund's investments, the amount of outstanding participations, Net Asset Value and composition of the investment portfolio shall be provided by the Fund Manager upon request at cost price.

The sustainability risk policy of the Fund Manager and the principal adverse impacts declaration of the Fund Manager are published on the Website of the Fund Manager.

10.2.5 ***Information Regarding Investee Funds***

The Fund Manager, the Legal Owner and/or the Custodian shall on behalf of the Fund, in its capacity of the holder of Investee Funds Interests, be entitled to receive and/or inspect documents which Investee Funds shall make available for the holders of interests in such Investee Funds. The Fund Manager may upon request and with the prior consent of the investment manager of the relevant Investee Fund provide certain information related to the Investee Funds to which 20% or more of the assets of the Fund are allocated to Participants at cost price.

10.2.6***Historical Performance, Latest Annual Report and Net Asset Value of the Fund***

The information with respect to the historical performance of the Fund, the latest Net Asset Value and the latest annual report of the Fund as at the date of this Prospectus are set forth in **Schedule 4** attached hereto.

10.3 **Liquidity Risk**

The Fund Manager employs an appropriate liquidity risk policy and has adopted procedures which enable it to monitor the liquidity risk of the Fund and to ensure that the liquidity profile of the investments of the Fund complies with their underlying obligations. In particular, the Fund Manager can restrict redemptions on certain conditions as set out in the Terms and Conditions.

As and when relevant, the Fund Manager shall periodically (at least monthly) disclose to the Participants by e-mail or in the monthly fact sheet:

a) the percentage of the Fund Assets which are subject to special arrangements arising from their illiquid nature;
b) any new arrangements for managing the liquidity of the Fund; and
c) the risk profile of the Fund and the risk management systems employed by the Fund Manager to manage those risks.

10.4 **Independent Auditor**

Ernst & Young Accountants LLP has been appointed as independent auditor of the Fund. Ernst & Young Accountants LLP is a member of the Netherlands Institute of Charted Accountants and are under supervision of the AFM based on the Audit Profession Act (*Wet toezicht accountantsorganisaties*).

11 DISTRIBUTIONS

11.1 Distributions Policy

As primary Fund Objective of the Fund is to achieve capital growth. Distributions of Net Proceeds (including profit distributions) will be made when (i) they are required in connection with the fiscal status of the Fund as a fiscal investment institution (*fiscale beleggingsinstelling*); or (ii) there are no sufficient suitable investment opportunities to achieve the Fund Objectives of the Fund. All distributions (including profit distributions) to the Participants will be made by the end of August of each calendar year and pro rata to the number of Participations held by each Participant.

Any distribution (including profit distributions) to the Participants, including the amount, composition and manner of payment, shall be published on the Fund Manager's website.

11.2 Form of Distributions

Distributions of Net Proceeds (including profit distributions) will be made in cash, in EUR, provided that the Administrator has received all requested KYC requirements.

12 DUTCH TAXATION ASPECTS

12.1 Introduction

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a Participant, and does not purport to deal with the tax consequences applicable to all categories of Participants. The tax and other matters described in this Prospectus do not constitute, and should not be considered as, legal or tax advice to prospective Participants. Participants should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of the Participations.

12.2 Taxation of the Fund

The Fund qualifies as a non-transparent or "opaque" fund for Dutch tax purposes, since Participations can be transferred to persons other than (i) the Fund itself and (ii) relatives connected by blood or affinity in the direct line of a Participant without the requirement to obtain (implicit) approval from all Participants. Consequently, pursuant to article 2(2) CITA the Fund qualifies as an 'open' fund for joint account and therefore a taxable entity. In principle, this would imply that the Fund is subject to the standard Dutch corporate income tax regime.

However, pursuant to article 28 CITA, provided certain criteria are met, an investment fund (*beleggingsfonds*) is eligible for the status of a fiscal investment institution (*fiscale beleggingsinstelling*). In that case, the relevant investment institution is subject to corporate income tax at a zero rate.

In order to qualify for the status of a fiscal investment institution, the Fund must meet the following main conditions:

First of all, the objective of the Fund, as well as its actual business operations, must consist of the (passive) investment of capital.

In addition to that, the Fund must distribute its (net) income as dividends to its Participants within eight months following the end of its financial year. However, to avoid that capital gains and losses may influence the dividend distribution obligation, the Fund may opt to form a reinvestment reserve by adding the positive balance of capital gains on investments. Once such reserve is formed, any negative balance must obviously be charged against it.

Furthermore, the Fund may only finance its investments with debt to a certain maximum, i.e., 60% of the fiscal book value of any immovable property and 20% of the fiscal book value of any other investments.

Finally, certain requirements apply with respect to the Participants. Such requirements depend on whether or not Participations are offered to the general public (i.e. can in principle be offered to non-professional investors also). Participations are for such purposes considered to be offered to the general public if:

a) the shares or participations are admitted to a market for financial instruments as referred to in article 1:1 FSA; or
b) the Fund or its manager has a license as referred to in article 2:65 FSA or article 2:69b or is exempt from such license pursuant to article 2:66(3) FSA or article 2:69b(3) FSA.

The Fund Manager is in possession of an AFM license as referred to in article 2:65(1)(a) FSA, and as a consequence the following conditions apply to the offering of Participations:

a) an individual may not hold 25% or more of the interest in the Fund; and
b) a maximum of 45% of the total number of Participations (that participate in the reserves upon dissolution of the entity) may be held by one entity (being the ultimate beneficial owner and not being a fiscal investment institution the shares or participations of which are offered to the general public) that is subject to any form of tax levied on profit or the profit of which is included in such a tax at the level of the beneficiaries entitled to the capital or the profits of the entity.

12.3 **Withholding Taxes**

Pursuant to article 1(2) DTA, in principle distributions by the Fund are subject to the levy of Dutch dividend withholding tax at the statutory 15% withholding rate.

However, Dutch dividend withholding tax and any (non-reclaimable) foreign withholding taxes withheld on dividend and interest payments received by the Fund may be credited against the Dutch dividend withholding tax that must be withheld on dividends paid by the Fund. In principle, the Dutch dividend withholding tax that is not actually remitted to the Dutch Revenue by the fiscal investment institution as a result of this remittance reduction still remains creditable or refundable at the level of the individual Participants.

Since a fiscal investment institution is subject to the levy of Dutch corporate income tax rate (albeit at a zero percent rate), in principle the Fund can invoke bilateral tax treaties concluded by the Netherlands in order to benefit from exemption or reduction of any foreign taxes withheld on dividend or interest payments received by the Fund, as well as foreign capitals gains taxes.

13 POLICY REGARDING VOTING RIGHTS AND VOTING CONDUCT INVESTEE FUNDS AND INVESTEE COMPANIES

The Fund Manager, in its capacity of the fund manager of the Fund or the Legal Owner, in its capacity of the holder of the legal ownership of Investee Funds Interests or Investee Companies Interests, do not intend to attend the general meetings of shareholders/limited partners/members of the Investee Funds or Investee Companies and any relevant sole class or category meetings and to exercise the voting rights attached to such Investee Funds Interests or Investee Companies Interests.

14 ASSURANCE REPORT

To: the fund manager of Privium Sustainable Impact Fund

Our opinion
In accordance with Section 115x, subsection 1, under e, of the Besluit Gedragstoezicht financiële ondernemingen Wft (BGfo Wft, Decree on the Supervision of the Conduct of Financial Undertakings pursuant to the Act on Financial Supervision), we have examined the prospectus of the fund manager of Privium Sustainable Impact Fund, Amsterdam.

In our opinion the prospectus dated December 22, 2022 of Privium Sustainable Impact Fund contains, in all material respects, at least the information required by or pursuant to the Wet op het financieel toezicht (Wft, Act on Financial Supervision) for a prospectus of an alternative investment fund.

Basis for our opinion
We performed our examination in accordance with Dutch law, including Dutch Standard 3000A, "Assurance-opdrachten anders dan opdrachten tot controle of beoordeling van historische financiële informatie (attest-opdrachten)" (Assurance engagements other than audits or reviews of historical financial information (attestation engagements)). This engagement is aimed to obtain reasonable assurance. Our responsibilities in this regard are further described in the Our responsibilities for the examination of the prospectus section of our report.

We are independent of Privium Sustainable Impact Fund and Privium Fund Management B.V. in accordance with the Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence requirements in The Netherlands. Furthermore we have complied with the Verordening gedrags- en beroepsregels accountants (VGBA, Dutch Code of Ethics).

We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Relevant matters relating to the scope of our examination
Our examination consists of verifying that the prospectus contains the required information, which means we did not examine the accuracy of the information included in the prospectus.

Furthermore, Dutch law does not require the auditor to perform additional assurance procedures with respect to Section 115x, subsection 1, under c, of the BGfo Wft. Pursuant to Section 115x, subsection 1 under c of the BGfo Wft, the prospectus of an alternative investment fund contains the information which investors need in order to form an opinion on the alternative investment fund and the costs and risks attached to it.

Our opinion is not modified in respect of these matters.

Responsibilities of the manager for the prospectus
The manager of the Privium Sustainable Impact Fund is responsible for the preparation of the prospectus that contains at least the information required by or pursuant to the Wft for a prospectus of an alternative investment fund.

Furthermore, the fund manager is responsible for such internal control as it determines is necessary to enable the preparation of the prospectus that is free from material omission, whether due to error or fraud.

Our responsibilities for the examination of the prospectus
Our responsibility is to plan and perform our examination in a manner that allows us to obtain sufficient and appropriate assurance evidence for our opinion.

Our examination has been performed with a high, but not absolute, level of assurance, which means we may not have detected all material omissions in the prospectus due to error and fraud.

We apply the "Nadere voorschriften kwaliteitssystemen" (NVKS, Regulations for Quality management systems) and accordingly maintain a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Our examination included e.g.:
- Identifying and assessing the risks of material omissions of information required by or pursuant to the Wft in the prospectus, whether due to errors or fraud, designing and performing assurance procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material omission resulting from fraud is higher than for one resulting from errors, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control
- Obtaining an understanding of internal control relevant to the examination in order to design assurance procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the manager of the alternative investment fund

Amsterdam, December 22, 2022

Ernst & Young Accountants LLP

Signed by R.J. Bleijs RA

15 DECLARATION OF THE FUND MANAGER

The Fund Manager declares that the Fund, Depositary, the Legal Owner and the Fund Manager itself are compliant with the rules and regulations laid down by and pursuant to the FSA.

The Fund Manager declares that this Prospectus is compliant with the rules and regulations laid down by and pursuant to the FSA.

This Prospectus has been prepared by the Fund Manager. The Fund Manager is responsible for the contents hereof. The information included in this Prospectus is true and no information has been omitted which, if included, would alter the meaning of this Prospectus.

The Prospectus shall be available at the Fund Manager's office. A copy of the Prospectus shall be provided by the Fund Manager upon request free of charge and shall be published on the Fund Manager's website.

SCHEDULE 1: TERMS AND CONDITIONSOFMANAGEMENT AND CUSTODY

PRIVIUM SUSTAINABLE IMPACT FUND

ISIN CODE: NL0010763587

VALOREN CODE: CH25052425

BLOOMBERG TICKER: [PSAFAEU] NA

BLOOMBERG ID: BBG006TBJ5J8

December 2022

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1 DEFINITIONS

1.1 In these Terms and Conditions, except where terms are expressly defined herein, capitalized terms shall have the same meaning given to them in the Prospectus of Privium Sustainable Impact Fund.

1.2 Reference in these Terms and Conditions to any law, statute or statutory instrument or governmental regulation shall be deemed to include any modification, amendment, extension or re-enactment thereof.

1.3 References in these Terms and Conditions to "persons" are references to companies, corporations, unincorporated associations, partnerships, all other (corporate) entities (*rechtspersonen*) as well as individuals and natural persons (*natuurlijke personen*).

1.4 In these Terms and Conditions the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa as the context shall admit or require.

1.5 In these Terms and Conditions the headings used are for ease of reference only and shall not be deemed to form any part of these Terms and Conditions.

2 NAME, LEGAL FORM, TAX AND REGULATORY STATUS

2.1 The name of the Fund is: Privium Sustainable Impact Fund.

2.2 The Fund is a fund for joint account (*fonds voor gemene rekening*) organised and existing under the laws of the Netherlands.

2.3 The Fund is an investment fund (*beleggingsfonds*) as referred to in article 1:1 of the FSA. The Fund Manager is in possession of an AFM license as referred to in article 2:65(1)(a) FSA, and as a consequence may offer the Fund to professional and non-professional investors within the Netherlands. The Fund Manager is subject to conduct of business and prudential supervision by the AFM and DNB.

2.4 The Fund is under Dutch law not a legal entity nor a partnership, commercial partnership or limited partnership (*maatschap, vennootschap onder firma* or *commanditaire vennootschap*), but a contractual arrangement sui generis between the Fund Manager, the Legal Owner and each of the Participants separately, governing the assets and liabilities acquired or assumed by the Fund Manager or the Legal Owner for the account and risk of the Participants.

2.5 These Terms and Conditions form part of the contractual relationship existing between the Fund Manager, the Legal Owner and each Participant (separately) originating from the execution of the Participant's Subscription Form.

2.6 These Terms and Conditions do not form an agreement between any or all Participants among themselves and are not (otherwise) aimed at any cooperation among or between any or all Participants and no provision of these Terms and Conditions shall constitute or be interpreted as constituting any right or obligation existing between any or all Participants vis-à-vis each

other or as a cooperation agreement (*samenwerkingsovereenkomst*) between the Fund Manager, the Legal Owner and any of the Participants.

2.7 A Participant's obligation to pay a consideration for Participations is a commitment (*verbintenis*) to the Legal Owner(represented by the Fund Manager) only. This commitment is no contribution (*inbreng*) or commitment to make contribution to any partnership.

2.8 The Fund should be eligible for the status of a fiscal investment institution (*fiscale beleggingsinstelling*). This implies that profits realized are taxed at a zero percent corporate income tax rate, whereas the (mandatory) distribution of such profits to the Participants leads to an obligation for the Fund to withhold 15% dividend tax (subject to a specific payment credit mechanism for underlying withholding taxes).

3 TERM

The Fund is formed for an indefinite period of time but shall terminate upon the occurrence of any of the events set forth in Article 24.1.

4 FUND OBJECTIVE, INVESTMENT STRATEGY, INVESTMENT RESTRICTIONS

4.1 The Fund's objective is to achieve impact and long term capital growth by making sustainable impact investments.

4.2 To achieve this objective, the strategy of the Fund is to invest in a diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments. The Fund will have exposure in both developed countries and emerging markets and shall be focused on Sustainable impact investments.

4.3 If the Fund holds investments denominated in currencies other than the Euro, this entails a foreign exchange risk. The Fund Manager may therefore hedge foreign exchange risks if it considers this to be in the interest of the Fund.

4.4 The Fund may enter into any investment, divestment or other business transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager or advised by the Delegate or with related party funds on the terms and conditions as applicable under the relevant funds' documentation. Notwithstanding the foregoing, investments of a fund managed by the Fund Manager or Affiliates of the Fund Manager shall not be transferred to another fund managed by the Fund Manager or Affiliates of the Fund Manager.

4.5 The Fund targets a minimum of ten (10) and a maximum of seventy-five (75) investments.

4.6 The Fund will not have exposure to any one investment exceeding 20% of the assets of the Fund.

4.7 The Fund will not invest in Investment Funds (i) which do not offer redemptions on at least a quarterly basis; (ii) which have a redemption notice period of more than two (2) months, for Investment Funds with a quarterly redemption frequency; and (iii) which have a redemption

notice period of more than three (3) months, for Investment Funds with a monthly redemption frequency.

4.8 The Fund Assets may be pledged to the Custodian to borrow against the Fund Assets, only for bridge financing purposes and limited to 10% of the assets managed. The Fund Manager is not allowed to lend any of the Fund Assets to a third party.

4.9 Deviation from the above restrictions is temporarily allowed during a portfolio rebalancing.

5 MANAGEMENT AND ADMINISTRATION, LIABILITY OF THE FUND MANAGER

5.1 The Fund Manager is charged with the management and administration of the Fund. The Fund Manager is, subject to these Terms and Conditions, entitled and authorised (i) to acquire (*verkrijgen*) and to dispose of (*beschikken over*) Fund Assets and to enter into and assume Fund Obligations in the name of the Legal Owner for the account and risk of the Participants, and (ii) to perform any and all other acts in its own name or in the name of the Legal Owner for the account and risk of the Participants which are reasonably necessary for or conducive to the attainment of the Fund Objectives. The Fund Manager's authority to act in the Legal Owner's name shall be subject to a power of attorney granted to the Fund Manager.

5.2 In the performance of its obligations and in the exercise of its rights, powers and authorities hereunder, the Fund Manager shall exercise the standard of care, skill, prudence and diligence under the circumstances then prevailing that a prudent (*zorgvuldig*) person acting in a like capacity and familiar with such matters would use in the conduct of managing an investment fund of like character, risk profile and Fund Objectives as the Fund, having regard to the provisions hereof.

5.3 In managing and administrating the Fund, the Fund Manager shall act solely in the interest of the Participants. The management and administration of the Fund shall be performed for the account and risk of the Participants. Benefits and/or losses resulting therefrom shall consequently be for the benefit of or be borne by the Participants, without prejudice to the provisions of Article 11.3.

5.4 The Fund Manager shall only be liable towards the Participants for a loss suffered by them in connection with a breach of Fund Manager's duties and responsibilities under the Fund Documents that is attributable to it (*toerekenbare tekortkoming in de nakoming*).

5.5 The Fund Manager may contract other third parties in the exercise of its powers and duties under these Terms and Conditions and shall exercise reasonable prudence (*zorgvuldigheid*) in the selection of such third parties.

6 AUTHORITY TO INVEST AND ADMINISTER

6.1 Subject to the Fund Objective, the Investment Strategy, the Investment Restrictions and this Article 6, the Fund Manager may invest in any eligible assets and assume eligible obligations. The determination of the Fund Manager as to whether or not the assets and obligations are of

a type which may be acquired or held by or on behalf of the Fund in view of the Fund Objective, Investment Strategy and Investment Restrictions shall be conclusive.

6.2 It is the intention that subject only to the Investment Strategy and the Investment Restrictions and the specific restrictions mentioned herein, the Fund Manager shall have the broadest power and authority in making investments consistent with the investment powers herein provided. The Fund Manager shall have sole discretionary power to retain for as long a period as it shall think proper and to manage, convert, exchange, transfer and dispose of the Fund Assets and Fund Obligations. The Fund Manager shall have and may exercise every right and privilege pertaining to management provided that the exercise of such right or privilege is consistent with these Terms and Conditions.

7 CONFLICTS OF INTEREST

7.1 Except with prior approval of the Participants by Ordinary Consent, the Fund Manager (with respect to the Fund) will not, directly or indirectly:

7.1.1 enter into any investment, divestment or other business transaction (including, but not limited to, the hiring of service providers as referred to in Article 5.5) with the Fund Manager, the Legal Owner, any Participant or any of its or their Affiliates; or

7.1.2 enter into any investment, divestment or other business transaction at non-arm's length terms and conditions.

7.2 For the avoidance of doubt, the Fund may enter into any investment, divestment or other business transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager or advised by the Delegate or with related party funds.

8 RESIGNATION AND REMOVAL OF THE FUND MANAGER

8.1. The Fund Manager shall resign:

8.1.1 upon the Fund Manager having been granted suspension of payments (*surséance van betaling*);
8.1.2 upon the Fund Manager's bankruptcy (*faillissement*) or dissolution (*ontbinding*); and
8.1.3 upon the provision of sixty (60) calendar days' notice to the Fund, the Depositary and the Participants.

8.2. The Participants may at any time by resolution taken by Special Consent remove the Fund Manager as the fund manager of the Fund, such removal to have effect, subject to Article 8.4, after three (3) months from the date notified in writing to the Fund Manager.

8.3. The Participants 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; or (ii) the date the Fund Manager has been notified of its removal, by resolution taken by Ordinary Consent appoint a substitute Fund Manager.

8.4. The Fund Manager can only: (i) resign in accordance with Article 8.1; or (ii) be removed in accordance with Article 8.2, 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.

8.5. Upon the effective date of the resignation or removal of the Fund Manager, any rights and obligations of the Fund Manager under these Terms and Conditions shall immediately cease to exist (it being understood that the Fund Manager remains entitled to its Management Fee and its reimbursements referred to in Article 18.2 to the extent allocable to an already expired period of time).

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

9 FUND ASSETS AND FUND OBLIGATIONS, THE LEGAL OWNER

9.1 All Fund Assets shall be legally owned by and will be administered in the name of the Legal Owner. All Fund Obligations shall be assumed by the Legal Owner as debtor. All agreements of the Fund shall be entered into in the name of the Legal Owner.

9.2 The Legal Owner shall acquire and hold the Fund Assets for the purpose of management and custody (*ten titel van beheer en bewaring*) for the account and risk of the Participants and will receive any income and proceeds on or originating from Fund Assets paid to it by a custodian or the underlying obligor in a capacity of agent, nominee or otherwise on behalf and for the benefit of the Participants.

9.3 The Legal Owner shall assume the Fund Obligations in its own name for the account and risk of the Participants, as qualified by these Terms and Conditions and without prejudice to the provisions of Article 11.3.

9.4 The Legal Owner shall ensure that with respect to the Fund Obligations assumed and contracts entered into in the name of the Legal Owner, it shall be explicitly stipulated that (i) the Legal Owner is acting in its capacity as Legal Owner of the Fund, and, unless the Legal Owner deems such statement in a specific contract not feasible, immaterial and/or not in the interests of the Participants, that (ii) the counterparty or counterparties undertake(s) to never seek recovery on anything other than the Fund Assets.

9.5 In acting as Legal Owner of the Fund, the Legal Owner shall act solely in the interests of the Participants. The Legal Owner cannot represent (*vertegenwoordigen*) or bind the Participants.

9.6 The Legal Owner shall only dispose of the assets held by it in custody following receipt of a statement from the Fund Manager that such delivery is required in connection with the regular performance of management duties.

9.7 The Legal Owner shall only dispose of the assets held by it in custody with the cooperation of the Fund Manager; for this purpose the Legal Owner hereby grants a power of attorney to the

Fund Manager, with full powers of substitution, to perform all custody and asset management activities pursuant to the Terms and Conditions.

9.8 The Legal Owner shall only be liable towards the Participants for a loss suffered by them in connection with a breach of Legal Owner's duties and responsibilities under the Fund Documents that is attributable to it (*toerekenbare tekortkoming in de nakoming*).

10 RESIGNATION OF THE LEGAL OWNER

10.1 The Legal Owner shall resign, without any further action of any party being required:

10.1.1 with immediate effect upon its bankruptcy (*faillissement*) or dissolution (*ontbinding*) or upon the Legal Owner having been granted suspension of payments (*surséance van betaling*); and

10.1.2 upon the provision of sixty (60) calendar days' notice to the Fund Manager, the Depositary and Administrator,

it being understood that no resignation of the Legal Owner shall be effective before the appointment of a successor legal owner, whether or not on a temporary basis, in accordance with the provisions of Article 10.2 has become effective.

10.2 Following or in anticipation of the resignation of the Legal Owner, the Participants shall no later than fifteen (15) calendar days after the date of occurrence of the event causing the resignation by resolution taken by Ordinary Consent appoint a substitute legal owner. As long as no successor legal owner has been appointed, the person or entity designated for that purpose by the Fund Manager shall temporarily act as legal owner of the Fund.

10.3 The Legal Owner hereby commits itself to cooperate fully in the transfer of its contractual position and all Fund Assets and Fund Obligations held by or registered in the name of the Legal Owner to a successor legal owner. In particular, the Legal Owner hereby (i) commits in advance to transfer all Fund Assets and Fund Obligations to the successive legal owner and to carry out all necessary in rem acts and other acts, and (ii) grants irrevocable power of attorney to the Fund Manager to in its name perform all acts referred to in or conducive to what is stated sub (i) of this Article 10.3.

11 PARTICIPANTS, RIGHTS AND OBLIGATIONS OF THE PARTICIPANTS

11.1 Each Participant shall, subject to the qualifications set forth in these Terms and Conditions, be beneficially entitled to the Fund Assets and Fund Obligations and any income generated thereon pro rata the number of its Participations.

11.2 Each Participant shall be bound by and subject to these Terms and Conditions by submitting a signed Subscription Form to the Fund Manager. Each Participant will be provided with a copy of these Terms and Conditions.

11.3 The liability of a Participant vis-à-vis the Fund will be limited to the amount of the Total Subscription Amount due by the Participant in respect of its Participations to the extent not

previously paid to the Legal Owner, but notwithstanding its liability by virtue of the law and these Terms and Conditions for its default on any of its obligations under these Terms and Conditions and its Subscription Form. The Participants shall not be liable for the Fund Manager's obligations, the Legal Owner's obligations or the Fund Obligations.

12 MEETINGS OF PARTICIPANTS, RESOLUTIONS OF PARTICIPANTS

12.1 Meetings of Participants will only be held when called by the Fund Manager. The Fund Manager must call a meeting of Participants (i) as often as the Fund Manager deems necessary in the interest of the Participants, and (ii) in case one (1) or more Participants holding, in total, at least 25% of the outstanding Participations request the Fund Manager in writing to call and hold such meeting, stating the matters to be placed on the agenda for such meeting, in which case the meeting must be held within fourteen (14) days after the date of the request.

12.2 The agenda for a meeting of Participants shall be determined at the sole discretion of the Fund Manager or, as the case may be, the Participant(s) who requested the Fund Manager to hold the meeting in accordance with the second sentence of Article 12.1. No valid resolutions can be taken on subjects not mentioned on the agenda unless such resolution is taken by unanimity of votes of all Participants.

12.3 Notice for a meeting of Participants will be published on the Fund Manager’s website and sent to the (e-mail) addresses of the Participants in accordance with the provision of Article 27.1 at least fourteen (14) calendar days prior to the date of the meeting of Participants. Such notice will state the date, time, place and location and the agenda for the meeting and enclose any documents relevant for the meeting.

12.4 With any request of the Fund Manager for consent or approval by the Participants, the Fund Manager will prepare a memorandum providing background information on the matter. The memorandum will be sent to the Participants not later than simultaneously with the convocation.

12.5 A Participant may participate in a meeting by telephone. Meetings of Participants may be held by conference call unless a majority of the Participants in a specific case oppose against the holding of the meeting by conference call. Resolutions taken at such meeting need after the meeting to be confirmed in writing by the applicable majority of Participants in order to be valid.

12.6 A Participant may authorise (*volmachtigen*) another Participant or other person to attend a meeting of Participants (or participate in a meeting of Participants by telephone), to address the meeting and to vote at the meeting provided that the relevant power of attorney is validly set forth in a written document submitted prior to the meeting to the chairman of the meeting.

12.7 The Fund Manager shall appoint a chairman of the meetings of Participants unless the meeting is called at the request of one or more of the Participants in which case the requesting Participant(s) shall appoint the chairman of the meeting. The chairman shall be responsible for determining the procedure to be adopted for the conduct of any meeting of Participants.

12.8 Each Participant may cast one (1) vote per Participation. Blank votes will be deemed not to have been cast.

12.9 The Fund Manager or such other person designated by the chairman of the meeting shall record all votes taken during conference calls or at meetings of Participants and maintain a copy of consents obtained in writing, by facsimile, or by e-mail. Detailed voting records should promptly be made available by the Fund Manager to any Participant upon request.

12.10 The Fund Manager, or such other person designated by the chairman of the meeting will keep minutes of the meetings of Participants. The draft minutes will be distributed to all Participants within thirty (30) days after the date of the meeting and submitted for approval at the next meeting of Participants.

12.11 The Participants may also adopt resolutions outside a meeting, or in a meeting for which notice was given less than fourteen (14) calendar days prior to the meeting date, in which case resolutions shall be adopted in writing, provided that the proposed resolutions are submitted to all Participants and none of them objects to the proposed manner of adopting resolutions.

13 PARTICIPATIONS, REGISTER

13.1 Participations are rights registered in the name of the Participants. Participation certificates shall not be issued.

13.2 The Administrator shall keep the Register. The Fund Manager shall sign all entries to the Register.

13.3 The Administrator and the Fund Manager may rely on the accuracy of the information provided by each Participant for inclusion in the Register and treat such information as conclusive with respect to such Participant and its entitlement to its Participations. The Administrator and the Fund Manager shall not be bound:

13.3.1 by any change in such information which has not been notified to the Fund Manager in accordance with Article 13.4 hereof; or

13.3.2 to recognise any interest or claim of any person to a Participation other than those of the Participant duly registered in the Register as holder of these rights.

13.4 Each Participant shall notify the Administrator promptly by written notice of any change in the information included in the Register in relation to such Participant. The Administrator shall upon receipt of such notice cause the Register to be amended accordingly within ten (10) Business Days.

13.5 Upon written request to that effect by the Participant to the Fund Manager, the Register shall be available at the Fund Manager's office for the inspection of each Participant on Business Days, but only in so far as it concerns the Participant's own entry. Any costs related hereto shall be charged to the relevant Participant.

13.6 The Fund Manager may provide information included in the Register to tax, regulatory or other authorities if, in the Fund Manager's reasonable opinion, this is required, necessary, conducive to or in the interest of the Legal Owner, the Fund or any of the Participants, including but not limited for the application of tax treaties between the jurisdiction of source of any income or gain and the jurisdiction of residence of a Participant respectively the Netherlands. Each Participant shall at the written request of the Fund Manager provide the Fund Manager with such information and documentation as the Fund Manager may in all reasonableness require from the Participant in support of the Fund Manager's duty and right referred to in the preceding sentence.

14 SUBSCRIPTIONS

14.1 The Fund Manager may at its sole discretion, but notwithstanding the further provisions of these Terms and Conditions, resolve to issue new Participations at the request of a new or existing Participant set forth in a Subscription Form or decide to temporarily discontinue or indefinitely stop the issuance of Participations.

14.2 The price of issuance of a Participation shall be equal to the Subscription Price. The Fund Manager shall determine the Total Subscription Amount due by the subscriber and the further conditions of the issuance.

14.3 In the Subscription Form as completed by a subscribing investor shall inter alia be set forth the Total Subscription Amount for which the subscriber requests issuance of Participations. The Fund Manager may at its sole discretion resolve to refuse or to only partly accept a subscription for Participations.

14.4 Completed applications are irrevocable once received by the Administrator. If the Subscription Notice Date falls: (i) prior to or on the twenty-fifth (25th) day of a month, the Valuation Date of the Participations subscribed for shall be the last day of that month; (ii) after the twenty-fifth (25th) day of a month, the Valuation Date of the Participations subscribed for shall be the last day of the following month. The Determination Date of the Participations subscribed for shall be determined by the Fund Manager in its sole discretion, but shall be no later than the tenth (10th) Business Day after the Valuation Date of such Participations. The Settlement Date of the Participations subscribed for shall be the third (3rd) Business Day after such Determination Date. Participations subscribed for shall be issued on such Settlement Date.

14.5 Participations shall be issued by the Legal Owner and acquired by the Participants on a Settlement Date but the Participations subscribed for will not be issued if the Total Subscription Amount with respect to Participations subscribed for due by the subscriber has not been received by the Legal Owner.

14.6 If so requested by the subscriber on its Subscription Form, the Fund Manager may at its sole discretion agree that the Participations subscribed for by the subscriber and accepted by the Fund Manager will be paid-up in kind, as valued based on the valuation principles of the Fund. In that case, the subscription will not be accepted before the subscriber, Fund Manager and the Legal Owner have reached agreement on (i) the value, or the valuation method(s) to be used in

the determination of the value, to be attributed to the in kind contribution, (ii) the timing and further details of the transfer to the Fund of the in kind contribution and the corresponding issuance of Participations to the subscriber, and (iii) any fees the Fund may charge to the subscriber as reimbursement of costs incurred by the Fund in connection with the in kind contribution.

14.7 Immediately upon the completion of the issuance of new Participations, the Fund Manager shall procure that the appropriate entries are made in the Register.

15 REDEMPTION OF PARTICIPATIONS

15.1 The Fund is obliged to, subject to this Article 15 and the further provisions of these Terms and Conditions, redeem Participations at the request of a Participant set forth in a Redemption Notice. Any and all Participations that are redeemed shall not be held by the Legal Owner or the Fund Manager but shall be automatically cancelled.

15.2 The price of redemption of a Participation shall be equal to the Redemption Price. The Fund Manager shall determine the Total Redemption Amount.

15.3 In the Redemption Notice as completed by a Participant shall inter alia be set forth the Total Redemption Amount for which the Participant requests redemption of Participations or the number of the Participations to be redeemed.

15.4 Participations shall be redeemed by the Fund on Settlement Dates, provided the requirements of the Terms and Conditions have been met. Redemption of Participations as referred to in Article 16.1 may be effected at all times.

15.5 Participants need to ensure that a signed Redemption Form Notice will be received by the Administrator on the first (1st) day of the month prior to the relevant Valuation Date of the Participations redeemed. If the Redemption Notice Date falls: (i) prior to or on the first (1st) day of a month, the Valuation Date of the Participations redeemed shall be the last day of that month. Example: redemptions received on September 1 or prior will be redeemed against the NAV of the September 30 Valuation Date; (ii) after the first (1st) day of a month, the Valuation Date of the Participations redeemed shall be the last day of the month immediately thereafter. Example: redemptions received on September 20 will be redeemed against the NAV of the October 31 Valuation Date. The Determination Date of the Participations redeemed shall be determined by the Fund Manager in its sole discretion, but shall be no later than the tenth (10th) Business Day after the Valuation Date of such Participations. The Settlement Date of the Participations redeemed shall be the third (3rd) Business Day after such Determination Date. Completed Redemption Notices are irrevocable once received by the Administrator.

15.6 The Total Redemption Amount will be paid to the redeeming Participant on the Settlement Date of the Participations redeemed, unless exceptional circumstances occur, in which case the Total Redemption Amount will be paid at the earliest possible Business Day thereafter.

15.7 Requests for redemption may be refused in case anti-money laundering verification procedures so require.

15.8 The Legal Owner and the Fund Manager may limit the redemption of Participations on a Settlement Date to an aggregate Total Redemption Price of twenty per cent (20%) (or more, as long as such higher gate is not to the detriment of the remaining Participants) of the Net Asset Value on the Valuation Date prior to the Settlement Date. In this case, the number of Participations to be redeemed per Unitholder Participant will be pro rata the total number of Participations offered for redemption. Any Participations included in a redemption request that have not been redeemed as a result of such scale down of a redemption request are deemed to be offered for redemption on the following Settlement Date on a pro rata basis alongside subsequent redemption requests (but not compulsory redemptions) and shall be subject to the same limitations.

15.9 The Fund Manager may suspend redemption of Participations if:

15.9.1 the determination of the Net Asset Value has been suspended in accordance with Article 20.3;

15.9.2 the transfer of funds realised from the sale of Fund Assets cannot, in the sole opinion of the Fund Manager, be effected at normal rates of exchange;

15.9.3 relevant exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended;

15.9.4 a state of affairs exists which constitutes a state of emergency as a result of which the sale of Fund Assets would, in the sole opinion of the Fund Manager, not be practical or would negatively affect the rights of other Participants;

15.9.5 the Participant did not act in compliance with applicable legislation or these Terms and Conditions;

15.9.6 for whatever reason, the valuation of Fund Assets or Fund Obligations to be sold cannot be promptly or accurately ascertained; or

15.9.7 for whatever reason, the redemption of Investee Funds Interests is suspended at the level of the relevant Investee Fund, as applicable.

15.10 If the Fund Manager suspends the repurchase or redemption of the Participations, it shall inform the Participants and the AFM of such suspension without delay.

15.11 Immediately upon completion of the redemption of Participations, the Fund Manager shall procure that the necessary amendments are made to the Register.

15.12 The Legal Owner and the Fund Manager may delegate any or all part of their duties and responsibilities under this Article 15 to the Administrator.

16 MANDATORY REDEMPTION OF PARTICIPATIONS

16.1 The Fund Manager and the Legal Owner shall be entitled to redeem all (but not part of) the Participations of any Participant:

16.1.1 if the Participant is dissolved, becomes insolvent, is unable to pay its debts, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy, any other relief under any bankruptcy, insolvency or similar law;

16.1.2 if in the Fund Manager's reasonable opinion the tax position of the Legal Owner, the Fund or any of the other Participants is or will become negatively affected due to the tax status or position or any change therein of the relevant Participant or any other circumstance concerning such Participant;

16.1.3 if, for whatever reason, the continuation of the relationship cannot reasonably be expected from the Fund Manager and/or Legal Owner; or

16.1.4 if the management board of an Investee Fund proceeds with compulsory redemption of the relevant Investee Funds Interests, as applicable.

16.2 Each Participant agrees that it shall immediately notify the Fund Manager if any status, position or change therein as referred to in Article 16.1.1 occurs in its respect or if it becomes aware of circumstances in all reasonableness qualifying as circumstances as referred to in Article 16.1.2 or Article 16.1.3 in its respect.

16.3 Upon redemption of Participations in accordance with the provisions of Article 16.1 the Participant will be entitled to receive a Total Redemption Amount determined by the Fund Manager on the basis of the most recent determined Net Asset Value.

16.4 Immediately upon completion of the redemption of Participations, the Fund Manager shall procure that the necessary amendments are made to the Register.

17 TRANSFER AND ENCUMBRANCE OF PARTICIPATIONS

17.1 A Participant may sell, donate, exchange, assign, transfer, encumbrance to or in favour of any reputable person all or some of such Participant's Participations provided that all of the following conditions have been met:

17.1.1 the Fund Manager has approved the envisaged transfer or encumbrance, such approval not to be unreasonably withheld;

17.1.2 the transferee or the pledgee, to the satisfaction of the Fund Manager, has agreed to be bound, as a Participant, by these Terms and Conditions.

17.2 Any transfer of Participations will be effective only if set forth in a duly signed and executed transfer form.

17.3 Immediately upon completion of the redemption of Participations, the Fund Manager shall procure that the necessary amendments are made to the Register.

17.4 Any transfer, assignment or encumbrance of Participations in violation of this Article 17 shall be null and void.

18 FEES AND EXPENSES

18.1 The following fees, costs and expenses shall be borne by the Fund:

18.1.1 all transaction costs, i.e. all costs related to the sourcing, evaluating, making, holding or disposing of investments, including, but not limited to, brokerage fees, advisors' fees, (other) transaction costs and expenses, due diligence costs and taxes;

18.1.2 all of the Fund's operational costs, including, but not limited to, all costs of legal, tax, administrative, legal ownership, custody, depositary, accounting, reporting and similar services and advices provided to the Fund, the costs of supervision of the Fund and all costs of communications with and meetings of the Participants;

18.1.3 all taxes and governmental charges levied against the Fund or its income or assets, including but not limited to irrecoverable VAT payable by the Fund Manager in respect of services provided to it and falling within the scope of this Article 18.1;

18.1.4 Organisational Expenses;

18.1.5 the Management Fee; and

18.1.6 all fees in connection with the compliance by the Fund and the Fund Manager in its capacity of the manager of the Fund with the AIFMD related legislation.

18.2 To the extent that the Fund Manager pays or otherwise bears any costs or expenses on behalf of the Fund that are pursuant to Article 18.1 to be borne by the Fund, the Fund shall reimburse the Fund Manager for the same.

18.3 Costs, fees and expenses that are not explicitly assumed by the Fund pursuant to Article 18.1 shall not be borne by the Fund. For the avoidance of doubt, the Fund shall not bear the cost of remunerating any employee of the Fund Manager or any of its Affiliates or any office rental, utilities or office equipment or other overhead or travel costs of any of their respective personnel, it being acknowledged that the Management Fee is intended to compensate the Fund Manager for such costs.

18.4 The Fund Manager is entitled to an annual Management Fee equal to 0.30% of the Net Asset Value (i.e. 30 basis points) excluding (i.e. before deduction of) the Management Fee, as at the last calendar day of each month, with a minimum of EUR 110,000 per annum, payable monthly in arrears out of the Fund Assets. The Delegate is entitled to an annual delegation fee of 0.20% (20 basis points) payable by the Fund Manager out of the Management Fee. No delegation fees are directly borne by the Fund. Any changes to the Management Fee are subject to prior approval of the Fund Manager and the Legal Owner.

19 VALUATION PRINCIPLES

19.1 The Fund Manager has delegated the calculation of the Net Asset Value to the Administrator. The Net Asset Value shall be based on the value of the Fund Assets and Fund Obligations in accordance with Dutch GAAP and, where more specific, the following valuation methods:

19.1.1 securities regularly listed on a stock exchange shall be valued at the most recent price delivered by reputable data vendors, including without limitation Bloomberg, Reuters, Fact Set and Financial Times;

19.1.2 securities for which no daily price is calculated shall be valued on the basis of the most recent official price, unless the Fund Manager (or Administrator as delegated party) is of the opinion that this price does not correspond with the actual value of the security in question, in which case the Fund Manager (or Administrator as delegated party) can determine the value itself on the basis of all available information;

19.1.3 securities which are neither listed nor quoted on any securities exchange or similar electronic system or if, being so listed or quoted, are not regularly traded thereon or in respect of which no prices as described above are available, will be valued at their probable realisation value as determined by the Fund Manager (or Administrator as delegated party) in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Fund Manager (or Administrator as delegated party) deems relevant in considering a positive or negative adjustment to the valuation;

19.1.4 investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If there is no such price, then the average will be taken between the lowest offer price and the highest bid price at the close of business on any market on which such investments are or can be dealt in or traded, provided that where such investments are dealt in or traded on more than one market, the Fund Manager (or Administrator as delegated party) may determine in its sole discretion which market shall prevail;

19.1.5 investments, other than securities, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued on the basis of the latest available valuation provided by the relevant counterparty;

19.1.6 deposits will be valued at their cost plus accrued interest;

19.1.7 investments in Investee Funds will be valued on the basis of the latest available valuation of Investee Funds Interests provided by the administrators of the relevant Investee Funds;

19.1.8 all other Fund Assets and Fund Obligations shall be valued on the basis of current fair value, subject to the most recent market quotations and customary valuation methods that apply for the relevant Fund Asset or Fund Obligation; and

19.1.9 all Fund Assets and Fund Obligations denominated in foreign currency shall be converted into Euro in accordance with the currency exchange rate prevailing at the close of business of last calendar day of the relevant month.

19.2 If the Fund Manager disagrees with the Net Asset Value and/or the Net Asset Value per Participation as determined by the Administrator, other than for the reasons of there being a mistake in the data feed, the Depositary will be consulted with respect to the determination of such Net Asset Value and the Net Asset Value per Participation. If the Depositary agrees with the Net Asset Value and the Net Asset Value per Participation as determined by the Administrator and contested by the Fund Manager, an independent auditor shall be selected by the Administrator and the Fund Manager to determine such Net Asset Value and the Net Asset Value per Participation.

19.3 The valuation shall be performed in accordance with article 19 AIFMD.

20 REPORTING

20.1 The financial year of the Fund shall begin on the first day of January and end on the thirty first day of December of the calendar year. The first financial year of the Fund began on the Closing Date and ended on the thirty first day of December 2014.

20.2 On the last calendar day of each month the Fund Manager shall determine the Net Asset Value and the Net Asset Value per Participation. The Net Asset Value shall be expressed in Euro. The Net Asset Value and the Net Asset Value per Participation can be found on the website of the Fund Manager.

20.3 The Fund Manager may declare a suspension of the determination of the Net Asset Value and the Net Asset Value per Participation:

20.3.1 if one or more stock exchanges on which Fund Assets are listed (or on which securities which belong to the assets of a collective investment scheme in which the Fund is invested are listed directly or indirectly), are closed on other days than normal days of closure or if the transactions on these exchanges are suspended or subject to irregular restrictions;

20.3.2 if the communication means or calculation facilities normally used to determine the Net Asset Value no longer function or if, for any other reason, the value of a Fund Asset or Fund Obligation, cannot be determined with the speed or accuracy desired by the Fund Manager;

20.3.3 if there are factors relating to the political, economic, military or monetary situation that make it impossible for the Fund Manager to determine the Net Asset Value;

20.3.4 if a resolution to liquidate the Fund is passed; or

20.3.5 if the management board of an Investee Fund suspends the determination of the net asset value of the relevant Investee Funds Interests, as applicable.

20.4 In case of errors in the calculation of the Net Asset Value of more than 0.5% of the Net Asset Value, the Fund Manager will as soon as possible prepare a report on the errors that were made and which correction will need to be made to the Net Asset Value. If a correction is required of more than 0.5% of the Net Asset Value, and a Participant incurred a loss by an allocation or redemption against the erroneously calculated Net Asset Value, the Fund will at the request of such Participant provide compensation (in cash or in Participations) for the relevant Participant for the actual loss incurred. The compensation will be paid out of the Fund Assets.

20.5 Within six (6) months after the end of the each financial year of the Fund, the Fund Manager shall, in accordance with the applicable legal requirements, prepare and publish the Fund's annual accounts (consisting of at least a balance sheet, profit and loss account and explanatory notes), annual report and other information for such financial year. The annual accounts shall be drawn up in accordance with the relevant provisions of Title 9 of Book 2 of the Dutch Civil Code.

20.6 Within nine (9) weeks after the end of the first half of the financial year, the Fund Manager shall draw up a semi-annual report and financial statements concerning this period.

20.7 The annual accounts will be adopted by the Fund Manager and the Legal Owner.

20.8 The Fund Manager will make available copies of the annual accounts, the annual and the semi-annual reports free of charge to each Participant, notwithstanding its compliance with other publication requirements under applicable laws.

20.9 The annual accounts and the semi-annual report shall be published on the Fund Manager’s website.

20.10 The Fund Manager shall at the request of any Participant, and each Participant shall at the request of the Fund Manager, promptly furnish to the requesting party any information which is necessary in order to determine or discharge any obligation to withhold taxation or to file tax returns and reports for taxation or other statutory purposes provided that the Fund Manager or such Participant is able to obtain such information without unreasonable effort or expense.

20.11 The Fund Manager shall use its reasonable best efforts to ensure that no Participant will be subject to any tax filing obligations or income or similar tax payment obligations with respect to the income of the Fund in any jurisdiction (other than the jurisdiction in which such Participant is domiciled) solely as a result of the direct or indirect activities of the Fund. In addition, in making investment decisions, the Fund Manager shall consider the potential impact of withholding taxes on the Fund and its Participants on the returns from such investment.

21 DISTRIBUTIONS

21.1 The Fund Manager may, at its sole discretion and at any time, decide to distribute any Net Proceeds to the Participants. All distributions to Participants will be made pro rata to the numbers of Participations held by each of them.

21.2 Distributions of Net Proceeds will be made in cash, in Euro.

21.3 Any distribution to the Participants, including the amount, composition and manner of payment, shall be published on the Fund Manager's website.

22 AMENDMENT TO THE TERMS AND CONDITIONS

22.1 These Terms and Conditions may be amended pursuant to a joint resolution of the Legal Owner and the Fund Manager.

22.2 A proposed amendment to the Terms and Conditions shall be published on the website of the Fund Manager. In addition, an explanation to the proposed amendments will be published on the website of the Fund Manager.

22.3 Notice of amendments made will also be made on the website of the Fund Manager. In addition, an explanation to the amendments will be published on the website of the Fund Manager.

22.4 An amendment of the Prospectus or the Terms and Conditions causing a reduction in Participants' rights or security, imposing costs on the Participants or causing a change to the Investment Strategy does not become effective in relation to the Participants until one (1) month following the date on which such notification has been published on the Fund Manager's website. Participants have the right to redeem their Participations within this period following the date on which such notification has been disclosed.

22.5 All parties to these Terms and Conditions shall be bound by any amendment to these Terms and Conditions effected in accordance with the provisions of this Article 22.

23 REGULATORY CHANGES

23.1 The regulatory environment for investment funds continues to evolve. In the light hereof, during the existence of the Fund, additional and/or amended legislation and regulations affecting the Fund, the Fund Manager, the Depositary, the Legal Owner and the Administrator may come into force.

23.2 The Legal Owner and the Fund Manager may amend the Fund Documents if the Legal Owner and the Fund Manager reasonably determine that a regulatory change has a material adverse effect on the Fund and/or the Legal Owner and/or the Fund Manager, such that (i) the material adverse effect of the applicable change is removed or mitigated, and (ii) the Fund shall bear its reasonable allocable portion of the costs in relation to the implementation of and compliance with the change (it being understood such allocation is in principle determined on the basis of the number of funds managed by the Fund Manager that fall within the scope of such change).

24 DISSOLUTION AND LIQUIDATION

24.1 The Fund shall be dissolved upon the happening of any of the following events:

24.1.1 the resignation of the Fund Manager, without a successor Fund Manager having been appointed in time in accordance with Article 8.4;

24.1.2 the removal of the Fund Manager, without a successor Fund Manager having been appointed in time in accordance with Article 8.3; or

24.1.3 notice served by the Fund Manager and the Legal Owner on the Participants following any change in the law as a result of which, in the reasonable opinion of the Fund Manager and the Legal Owner, the continuation of the Fund becomes unlawful.

24.2 Any dissolution of the Fund shall be effective on the date the event giving rise to the dissolution occurs, but the existence of the Fund shall not be terminated unless and until all its affairs have been liquidated as provided in the further provisions of this Article 24.

24.3 Upon dissolution of the Fund, no further business shall be conducted except for such action necessary for the liquidation of the affairs of the Fund in accordance with the applicable provisions of the law and these Terms and Conditions, including the sale or realisation otherwise of any remaining Fund Assets and payment of any remaining Fund Obligations and the distribution of any Fund Assets remaining after payment of the Fund Obligations to the Participants and the Fund Manager. During the liquidation period these Terms and Conditions shall, to the extent possible, remain in full force and effect.

24.4 The liquidation of the Fund shall be effected by the Fund Manager, provided, however, that if the Fund is dissolved for a reason set forth in Article 24.1.1, then the Participants shall by Ordinary Consent appoint another party as liquidator which shall have the rights and obligation of a Fund Manager under these Terms and Conditions be it for the sole purpose of and within the restrictions set by Article 24.3.

24.5 The balance left after the liquidation shall be paid in cash to the Participants in accordance with the provisions of Article 21. If any Fund Obligation is contingent or uncertain in amount, a reserve will be established in such amount as the Fund Manager deems reasonably necessary; upon the satisfaction or other discharge of such contingency, the amount of the reserve not required, if any, will be distributed in accordance with the provisions of Article 21.

25 INDEMNIFICATION

25.1 The Legal Owner, the Fund Manager and any of their respective (former) directors, employees and advisors (each of them in this Article referred to as an "**Indemnified Person**"), will be indemnified out of the Fund Assets against any and all liabilities, actions, proceedings, claims, costs, demands or expenses incurred or threatened by any of them arising out of or in connection with the capacity or former capacity of such Indemnified Person in the exercise of powers, provision of services or performance or omittance of any activities on behalf of or in respect of the Fund within the framework of these Terms and Conditions, provided however that no Indemnified Person shall be so indemnified with respect to any matter resulting from its attributable breach (*toerekenbare tekortkoming in de nakoming*).

25.2 If an Indemnified Person becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising out of or in connection with the services provided by the Indemnified Person to the Fund, the Indemnified Person shall be reimbursed out of Fund Assets for its reasonable legal and other expenses (including the cost of investigation and preparation) as such legal and other expenses are incurred; provided that the Indemnified Person shall provide the Fund Manager with a written undertaking to promptly repay to the Fund the amount of such reimbursed expenses paid if there was no entitlement to indemnification pursuant to Article 25.1.

25.3 The rights of the Indemnified Persons to be indemnified in accordance with this Article shall survive the termination of the Fund.

26 MISCELLANEOUS

26.1 The Fund Manager shall and shall cause the Fund to comply and to continue to comply, and shall request the Participants to comply and continue to comply, with all applicable regulations (including any applicable anti-terrorism and money laundering regulations). The Fund Manager will promptly inform the Participants of any non-compliance that comes to its attention which could have an impact on the Participants.

26.2 If any Article or provision of these Terms and Conditions shall be held to be invalid or unlawful in any jurisdiction such Article or provision shall only be ineffective to the extent of such invalidity or unenforceability. The remainder of these Terms and Conditions shall not be affected thereby and shall remain in full force and effect and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

26.3 No failure to exercise and no delay in exercising on the part of any of the Participants any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any rights or remedies otherwise provided by law.

26.4 These Terms and Conditions, the Subscription Form and the Side Letter (if any) constitute the entire agreement between the Fund Manager, the Legal Owner and each of the Participants, separately, and replaces, supersedes and invalidates all previous agreements (whether written or orally), documentations and correspondences with respect to the subject matter of these Terms and Conditions, the Subscription Form and the Side Letter (if any). There are no representations, agreements, arrangements or understandings between the parties relating only to the subject matter to these Terms and Conditions, the Subscription Form and the Side Letter (if any) which are not fully expressed in these documents.

26.5 The Fund Manager may, on its own behalf or on behalf of the Fund, without any act, consent or approval of any Participant, enter into, deliver and perform Side Letters. Any rights established or any supplemented terms to these Terms and Conditions or the Subscription

Forms agreed in a Side Letter with a Participant shall govern with respect to such Participant notwithstanding any other provision of the Prospectus, these Terms and Conditions or the Subscription Form. The Fund Manager may enter into and perform on behalf of the Fund such Side Letters and Subscription Forms.

27 NOTICES

27.1 All notices to Participants shall be sent in writing to the addresses of Participants stated in the Register.

27.2 All notices to the Legal Owner, the Fund Manager or the Administrator shall be made in the form of e-mail or by post and shall be addressed or directed as to the addresses set out below or such other address as may have been notified to the Participants in accordance with the provisions of Article 27.1:

To the Legal Owner:	**Stichting Juridisch Eigendom Privium Sustainable Impact Fund** Woudenbergseweg 11 3953 ME Maarsbergen the Netherlands
To the Fund Manager:	**Privium Fund Management B.V.** Gustav Mahlerplein 3, 26th floor, Financial Offices 1082 MS Amsterdam the Netherlands
To the Administrator:	**Bolder Fund Services (Netherlands) B.V.** Smallepad 30F 3811 MG Amersfoort the Netherlands

28 APPLICABLE LAW AND COMPETENT COURT

28.1 These Terms and Conditions shall be governed by the laws of the Netherlands.

28.2 These Terms and Conditions shall remain in full force and effect until amended in accordance with Article 22 hereof.

28.3 The competent courts of Amsterdam and its appellate courts shall have exclusive jurisdiction to decide on a dispute between the parties arising from these Terms and Conditions.

SCHEDULE 2
SUBSCRIPTION FORM

SCHEDULE 3
ANTI-MONEY LAUNDERING OBLIGATIONS OF THE FUND

Pursuant to the Dutch Act on the Prevention of Money Laundering and Terrorism Financing is concerned (*Wet ter voorkoming van witwassen en financieren van terrorisme,* the "**Wwft**"), a "client investigation" (*cliëntenonderzoek*) needs to be conducted by the Fund Manager with respect to each applicant Participant prior to their entering into the Fund.

In general terms, the purpose of the "regular" Wwft client investigation is to:

(i) establish and lay down the purpose and the nature of the envisaged business relationship, which must be documented, and subsequently (to the extent possible) "monitor" the consistency of the information so laid down with the actual (increased) knowledge the Fund Manager has of the Participant. When doing so, the Fund Manager may take into account the actual profile type of the client;

(ii) establish the identity of the applicant Participant and verify the identity so obtained on the basis of "reliable sources"; in addition, if the applicant investor is a trustee, establish the identity of the settlors of the trust; the documentation on the basis of which the identification and verification has occurred must be retained;

(iii) (if applicable) establish and verify the identity of any ultimate beneficiary owner of the applicant Participant, being:

(a) natural person holding a 25% or more participating interest in the Participant or 25% or more of the voting rights in the Participant, or who is otherwise factually able to exercise a decisive influence in the Participant; or
(b) in the event that the Participant would consist of a trust or foundation, a person being, either directly or indirectly, the beneficiary of 25% or more of such trust or foundation's assets or having direct or indirect control over 25% or more of such assets;

(iv) if the applicant Participant has an ultimate beneficiary owner as described under (iii), to establish and verify such ultimate beneficiary owner's identity.

In certain cases, a "simplified" client investigation suffices (e.g. for applicant that are listed companies, credit institution, financial service providers, collective investment schemes, investment firms, insurance undertakings based in the Netherlands, the European Union, Argentina, Australia, Brazil and several other countries). It is sufficient to establish and lay down the purpose and the nature of the envisaged business relationship and to retain a reliable document evidencing that the relevant applicant Participant falls under one of the categories for which a "simplified" client investigation applies.

In other cases (e.g. increased risk of money laundering or terrorism financing, applicant is a "Politically Exposed Person", client is a natural person that is not present for identification purposes), an "extended" client investigation must be performed. In that case, extensive verification and monitoring requirements apply.

SCHEDULE 4
HISTORICAL PERFORMANCE, NET ASSET VALUE AND ANNUAL REPORT

1. HISTORICAL PERFORMANCE

The historical performance of the fund can be found on the website of the Fund Manager.

2. LATEST NET ASSET VALUE

The latest Net Asset Value per Participation is published on the website of the Fund Manager

3. LATEST ANNUAL REPORT

The latest annual report is published on the website of the Fund Manager.

SCHEDULE 5

ANNEX III

Template pre-contractual disclosure for the financial products referred to in Article 9, paragraphs 1 to 4a, of Regulation (EU) 2019/2088 and Article 5, first paragraph, of Regulation (EU) 2020/852

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.

Product name: Privium Sustainable Impact Fund **Legal entity identifier:** 7245005GW2KB8L5LCM75

Sustainable investment objective

Does this financial product have a sustainable investment objective? *[tick and fill in as relevant, the percentage figure represents the minimum commitment to sustainable investments]*

☒ **Yes**	☐ **No**
☒ It will make a minimum of **sustainable investments with an environmental objective: 20 %**	☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ___% of sustainable investments
☒ in economic activities that qualify as environmentally sustainable under the EU Taxonomy	☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
☒ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy	☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy
	☐ with a social objective
☒ It will make a minimum of **sustainable investments with a social objective: 20 %**	☐ It promotes E/S characteristics, but **will not make any sustainable investments**

There is no specific index designated as a reference benchmark to meet the Fund's sustainable investment objective.

What is the sustainable investment objective of this financial product?

The objective of the Privium Sustainable Impact Fund (PSIF) is to achieve Impact and long term capital growth by making sustainable impact investments. The Fund invests in a diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments with the intent to contribute to measurable positive social, and environmental impact alongside financial returns.

Sustainability indicators measure how the sustainable objectives of this financial product are attained.

- ***What sustainability indicators are used to measure the attainment of the sustainable investment objective of this financial product?***

PSIF has a multi-thematic approach, meaning an investment is categorized under a main ESG theme. The ESG themes currently being targeted include: 1: Financial Inclusion, 2: Education, 3: Renewable Energy, 4: Natural Capital and 5: Social Impact. The themes may change or expanded as the investment universe broadens.

Each theme aims to contribute to several UN Sustainable Development Goals (SDGs). The impact of the Fund is measured on each SDG using impact key performance indicators. The table below provides an overview of the SDG target, its Key Performance Indicator and the way the impact is measured.

Financial Inclusion (covering investments with a social objective)		
SDG	Target	Key Performance Indicator (KPI)
	Increase gender equality and empower women and girls by facilitating access to finance for women	The % loans to women (based on the Invested Capital of the Fund)
	Increase sustained, inclusive and sustainable economic growth, full and productive employment and decent work	The impact is being measured by the increased number of jobs supported (based on the Invested Capital of the Fund).
	Reduce the development gap between urban and rural communities in developing economies by increasing the number of loans to borrowers in rural areas	The % loans to borrowers in rural areas (based on the Invested Capital of the Fund)
Education (covering investments with a social objective)		
SDG	Target	Key Performance Indicator (KPI)
	Ensure inclusive and equitable quality education and promote lifelong learning opportunities by providing loans to underprivileged students with access to education. Due to the fact that the related investment structure will mature over time as the loans will be paid off, the number of loans will decrease. Any Increase will depend on development of new investment structures.	The number of loans being provided to students (based on the Invested Capital of the Fund)

	Reduce inequality within and among countries by increasing the number of students from developing economies that gaining access to education. Due to the fact that the related investment structure will mature over time as the loans will be paid off, the number of loans will decrease. Any Increase will depend on development of new investment structures.	The % of loans being provided to students from non-high-income countries (based on the Invested Capital of the Fund)
Renewable Energy (covering investments with an environmental objective)		
SDG	Target	Key Performance Indicator (KPI)
	Ensure access to affordable, reliable, sustainable and modern energy by increasing the share of renewable energy in the global energy mix	The number of MWh (megawatt-hour) renewable energy generated or stored (based on the Invested Capital of the Fund)
	Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation by increasing the construction of renewable energy capacity and related infrastructure	The number of MW (megawatt) renewable energy generation or storage capacity installed (based on the Invested Capital of the Fund)
	Take urgent action to combat climate change and its impacts by avoiding CO^2 emissions from fossil fuel by investing in renewable energy and CO^2-saving projects	The number of tCO^2 emissions avoided (based on the Invested Capital of the Fund)
Natural Capital (covering investments with an environmental objective)		
SDG	Target	Key Performance Indicator (KPI)
	Ensure sustainable management of water and sanitation by responsibly managing waterways in invested natural capital projects.	Kilometres of sustainably managed watercourses. (based on the Invested Capital of the Fund)

	Take urgent action to combat climate change and its impacts by avoiding CO^2 emissions by investing in natural capital projects	Portfolio sequestration of of tonnes CO^2e / annum. (based on the Invested Capital of the Fund)
	Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss by investing natural capital projects	Number of hectares of sustainably managed land area (based on the Invested Capital of the Fund)
Social Impact (covering investments with a social objective)		
SDG	Target	Key Performance Indicator (KPI)
	Reduce inequalities on a local level by providing disadvantaged people with essential services	Number of people provided with essential services (based on the Invested Capital of the Fund)
	Make cities and settlements inclusive, safe, resilient and sustainable by providing safe, affordable housing and basic services to disadvantaged people.	Number of disadvantaged people provided with affordable, quality homes (based on the Invested Capital of the Fund)

For the investments with an environmental objective the Fund commits to the goals of the Paris Agreement. This encompasses a mid-term ambition (2030) and a long-term commitment to be net zero by 2050.

1: 2025 objectives: To align with a pathway towards achieving the Paris Agreement.

2: 2030 ambition: To align with the Paris Agreement pathway.

3: 2050 commitment: Net-zero investor.

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 sustainable investments not cause significant harm to any environmental or social sustainable investment objective?

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

The investment process takes principal adverse impact on sustainability factors into account. PSIF is addressing the PAIs as follows:

Negative screening/exclusions
Positive screening
Quality investigation (of the manager's commitments, reporting, targets, policies)

Depending on the underlying investment and ESG theme, different aspects are considered. The table is not exhaustive and may change over time.

	Principal adverse indicator	*Renewable energy and natural capital funds*	*Financial inclusion funds*	*Social impact funds*	*Education notes*
	Investee companies/assets/ projects				
GHG emissions	*1. GHG Emissions*	Exclusion: Non-taxonomy aligned fossil fuel energy generating assets. Positive screening: Share of renewable energy, energy efficiency and energy storage assets and other climate mitigation assets.	For Financial inclusion, where main aim is to reduce poverty, GHG emissions become of second-hand order. Nevertheless, some minimum safeguards need to be in place. Exclude: Thermal coal and oil. Quality Investigation: does the fund consider CO^2/GHG emissions related to e.g. agricultural lending or SME lending?	Same as for Financial inclusion funds.	Not applicable: Education notes is about financing students' education, therefore deemed not to have any significant adverse impact on environment.
	2. Carbon footprint	Quality Investigation: Does the fund consider end-of-life in the investment process?			
	3. GHG intensity of investee companies	This is indirectly considered through CO^2 avoided.			

	4. Exposure to companies active in the fossil fuel sector	Exclusion: Non-taxonomy aligned fossil fuel energy generating assets.			
	5. Share of non-renewable energy consumption and production	Exclusion: Non-taxonomy aligned fossil fuel energy generating assets.			
	6. Energy consumption intensity per high impact climate sector	Usually not applicable, as focus is on climate mitigating investments.			
Biodiv.	*7. Activities negatively affecting biodiversity-sensitive areas*	Quality investigation: biodiversity and waste. Is biodiversity assessed and/or verified by a third party.	Financial inclusion funds invest in financial institutions, which in turn may lend to activities which impact biodiversity and waste, such as agriculture. Quality investigation: Does the fund consider biodiversity, water and waste?	Same as for renewable energy funds.	Same as above.
Water	*8. Emissions to water*	Quality investigation: if applicable, does the fund include it in operations and can measure it.		Same as for renewable energy funds.	
Waste	*9. Hazardous waste ratio*	Quality investigation: Does the fund consider end-of-life in the investment process?		Same as for renewable energy funds.	

Social and employee matters	*10. Violations of UN Global Compact principles and OECD Guidelines for Multinational Enterprises*	Exclude: Non-UNPRI signatories Quality investigation: does the fund follow the OECD guidelines?	By nature, Financial Inclusion funds focus on lending to women ratio, urban/rural ratio and job creation in a fair manner. Exclude: Non-UNPRI signatories	Same as for renewable energy funds.	Student loans aim to lend to students without any other financing options. Therefore, it is deemed there will be no violations to these principles.
	11. Lack of processes and compliance mechanisms to monitor compliance with UN Global Compact principles and OECD Guidelines for Multinational Enterprises	Exclude: Non-UNPRI signatories Quality investigation: does the fund follow the OECD guidelines?	By nature, Financial Inclusion funds focus on lending to women ratio, urban/rural ratio and job creation in a fair manner. Exclude: Non-UNPRI signatories	Same as for renewable energy funds.	Same as above.
	12. Unadjusted gender pay gap	Usually funds invest directly into an infrastructure asset. Gender pay gap is potentially relevant for the O&M contractor, but usually not for the fund. Engage when relevant.	Could be relevant when the financial inclusion fund is assessing the target lending institution. In principle, these are of secondary order to the aim to reduce poverty and create more	Social impact funds can invest in a diverse set of projects from social housing (real estate) to social outcome contracts. Many social impact investments aim to support equality in society, and help the exposed and in	Not applicable - While gender is an important factor, pay gap is not relevant for single students.

			jobs. However, poverty reduction and job creation should come at no significant adverse impact on diversity. Therefore, PSIF requires funds to address these aspects into their investment process. Quality investigation: does the fund assess and incorporate gender pay gap and diversity into investment decisions?	need (such as temporary housing for abused women). As a principle, the investments should not have any significant adverse impact on (gender) equality, where pay gap could be one of the aspects where relevant. Therefore, PSIF requires funds to have policies in place to address these aspects into their investment process. Quality investigation does the fund assess and incorporate gender pay gap and diversity into investment decisions?	
	13. Board gender diversity	Same as above.	Same as above.	Same as above.	Same as above.
	14. Exposure to controversial weapons (anti-personnel mines, cluster munitions, chemical weapons and biological weapons)	Exclusion: Controversial weapons	Exclusion: Controversial weapons	Same as financial inclusion.	Same as above.

	Supranationals				
	15. GHG intensity	Not applicable. Potential instruments issued by supranationals expected to be used only for efficient portfolio management purposes.	Not applicable. Potential instruments issued by supranationals expected to be used only for efficient portfolio management purposes.	Not applicable: Social impact funds may invest alongside governments or supranationals, or into government initiated projects, but do in principle not invest directly into instruments issued by supranationals except for cash management and efficient portfolio management purposes.	Not applicable.
	16. Investee countries subject to social violations	Not applicable.	Not applicable.	Not applicable.	Not applicable.
	Real estate assets				
	17. Exposure to fossil fuels through real estate assets	Not applicable, as real estate is out of investment scope for the funds.	Not applicable, as real estate is out of investment scope for the funds.	While primary aim of e.g. social housing is to provide housing to disadvantaged people it is nevertheless an investment in real estate assets. Quality investigation: does the fund consider measures for sustainable housing where possible.	Not applicable.

	18. Exposure to energy-inefficient real estate assets	Same as above.	Same as above.	Same as above.	Not applicable.
	Optional				
	Investments in companies without carbon emission reduction initiatives	Quality Investigation: Is the investment manager TCFD signatory? Is the fund aligned with a net zero path?	Quality investigation: Are the fund holdings aligned with a net zero path?	Same as Financial Inclusion.	Same as Financial Inclusion.
	Excessive CEO pay ratio	Quality investigation: reporting on fair pay?	Same as Renewables	Same as Renewables	Same as Renewable s

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

PSIF investigates the governance quality of the companies, organizations, vehicles, and funds managing the ultimate investments. This analysis is based on a combination of international standards from the UN Principles for Responsible investment (UNPRI), UN Global Compact, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights and the Sustainability Accounting Standards Board (SASB). Focus points for the analyses conducted include employee engagement, diversity & inclusion; business ethics; operational and manager quality.

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

☒ Yes

The Funds investments of the Fund may have a principal adverse impact on sustainability factors as defined in Regulation (EU) 2019/2088. Therefore, the Fund will consider these and start reporting on the principal adverse impacts ("PAI") and any actions taken to mitigate them per 2023 in the Fund's PAI statement. The Fund aims to report on all mandatory principal adverse impacts as outlined in the Regulation. However, the completeness of the Funds reporting will depend in part on the reporting of its underlying investments. In it's reporting, the Fund will indicate any missing or incomplete indicators and its efforts to towards collecing them.

☐ No

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

What investment strategy does this financial product follow?

The strategy of the Fund is to invest in a diversified portfolio of listed and unlisted Investment Funds, Investee Companies and fixed income instruments.

What are the binding elements of the investment strategy used to select the investments to attain the sustainable investment objective?

The alignment with the impact investment objective of the Fund drives the initial screening of a potential investment. Investments that do not aim to significantly contribute to at least one SDG or cannot report on PSIFs required indicators to quantify their contribution, are excluded from the investable universe. Then, PSIF's minimum criteria are applied:

1: For funds domiciled in the EU, funds must be classified as SFDR article 9.

2: Funds not falling under SFDR, such as funds domiciled outside the EU, can nevertheless have a clear sustainability objective. PSIF can invest in such funds if they 1) align with the sustainable investment objective, 2) match the definition of sustainable investment based on the Fund's sustainability due diligence.

3: All funds that PSIF invests in must be signatories of, or conform with, UNPRI. This can be at fund company level or investment manager level.

4: All investee funds must comply with the exclusion list of PSIF.

5. All investee funds must be able to fulfil the reporting requirements of PSIF.

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

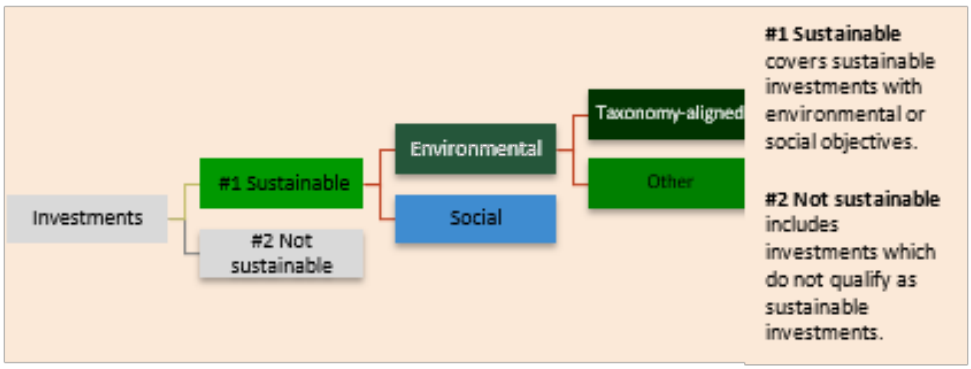
What is the policy to assess good governance practices of the investee companies?

PSIF investigates the governance quality of the companies, organizations, vehicles, and funds managing the ultimate investments. This analysis is based on a combination of international standards from the UN Principles for Responsible investment (UNPRI), UN Global Compact, the OECD Guidelines for Multinational Enterprises the UN Guiding Principles on Business and Human Rights and the Sustainability Accounting Standards Board (SASB). Focus points for the analyses conducted include employee engagement, diversity & inclusion; business ethics; operational and manager quality.

Asset allocation describes the share of investments in specific assets.

What is the asset allocation and the minimum share of sustainable investments?
100% of invested capital in sustainable investments, leading to a minimum of 75% of total 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.



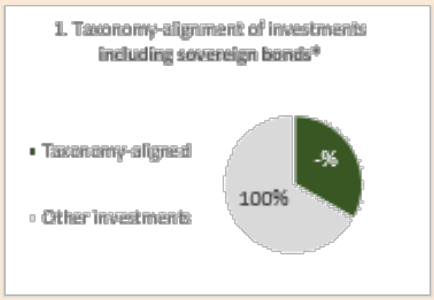
How does the use of derivatives attain the sustainable investment objective?
Derivatives are only used for FX hedging and efficient portfolio management purposes.

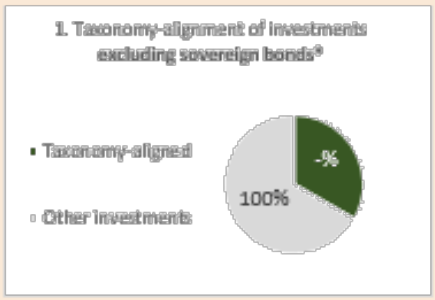
To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?
The fund does not specifically target environmental investments that are taxonomy aligned as part of its investment policy, but its environmental investments may be Taxonomy aligned. Therefore, the fund's minimum percentage of Taxonomy alignment can be considered to be 0%

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 ad among others have greenhouse gas emission levels corresponding to the best performance.

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?
The fund does not specifically target environmental investments that are transitional or enabling as part of its investment policy, but its environmental investments may be transitional or enabling. Therefore, the fund's minimum percentage of investments in transitional or enabling activities can be considered to be 0%. .

are environmentally sustainable investments 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 fund does not specifically target environmental investments that are taxonomy aligned as part of its investment policy, but its environmental investments may or may not be Taxonomy aligned. A minimum of 20% of the invested capital of the Fund will contribute to an environmental objective regardless of its Taxonomy alignment.

What is the minimum share of sustainable investments with a social objective?
The minimum percentage of investments with a social objective is 20% of invested capital.

What investments are included under "#2 Not sustainable", what is their purpose and are there any minimum environmental or social safeguards?
Investments included under #2 Not sustainable are Cash and and money market instruments and instruments for currency hedging purposes. These are only used for hedging and efficient portfolio management purposes and hedging direct FX risks. These are held at the Fund's bank/custodian. Minimum safeguards are ensured by the fact that this is an internationally established and properly regulated entity with strong corporate policies on both environmental and social issues.

Where can I find more product specific information online?

More product-specific information can be found on the Fund's website: www.psif.nl and on the Fund Manager's website www.priviumfund.com