

# **WINDMILL TREND EVOLUTION FUND**

*A Netherlands fund for joint account (“Fonds voor Gemene Rekening” or “FGR”)*

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PROSPECTUS

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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.

AHL Partners LLP has consented to the inclusion of its name in this Prospectus in the form and context in which it appears and solely in its capacity as the investment manager of the AHL Fund. Neither this Prospectus, nor the offering of the Participations, nor the structure of the transaction, nor the form and substance of the disclosures herein have been issued or approved by AHL (Cayman) SPC, AHL Partners, LLP or any other entity in the Man Group (except for the paragraph entitled 'The Summary of the Evolution Programme').

Accordingly, none of the Man Group, AHL (Cayman) SPC or any of their respective affiliates, officers, employees or agents makes any representation or warranty, express or implied, regarding the likely investment returns or the performance of the AHL Shares or for the accuracy, completeness or adequacy of information contained in this Prospectus or in any further information, notice or other document which may at any time be supplied in connection with the Participations. Therefore, no liability or responsibility to any party is accepted by the Man Group, AHL (Cayman) SPC or any of their respective affiliates, officers, employees or agents in connection with any of the matters referred to in this paragraph above.

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 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 is a fund of funds and will invest in Investment Funds mainly focussed on innovative systematic strategies that invest outside the mainstream markets, and primarily in AHL Shares issued from the AHL Fund. The Fund may also hold cash and cash equivalents.

Privium Fund Management B.V. will act as the manager (*beheerder*) of the Fund and TMF Bewaar B.V. 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 medium-term capital gains for the Participants. To achieve this, the Fund will primarily invest in AHL Shares issued from the AHL Fund and may acquire interests in other Investment Funds mainly focussed on innovative systematic strategies that invest outside the mainstream markets. The Fund may also hold cash and cash equivalents.

### **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 cannot be transferred, assigned or made subject to any encumbrance.

#### *Tax Aspects*

The Fund qualifies as a transparent or “closed” fund for joint account Dutch tax purposes, since Participations can only be transferred to the Fund itself, as a transfer of Participations is not possible. Consequently, the Fund does not qualify as a taxable entity. Tax is therefore levied on the results and revenue of the investment at the level of the Participants and not at the level of the Fund itself. This implies that for Dutch tax purposes the Fund’s results are directly allocated to the individual Participants in accordance with the size (and, if applicable, the duration) of their pro rata investment.

#### *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.

#### **Minimum Investment, Subscriptions and Redemptions**

The minimum subscription amount is EUR 10,000 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 cannot transfer its Participations but 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 redemption procedures.

#### **Website**



The Fund Manager's website address is [www.priviumfund.com](http://www.priviumfund.com). 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:

<b>“Administrator”</b>	means TMF Fund Administrators B.V. or such other administrator as may be appointed from time to time.
<b>“Affiliate”</b>	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.
<b>“AFM”</b>	means the Netherlands Authority for the Financial Markets ( <i>Autoriteit Financiële Markten</i> ).
<b>“AHL (Cayman) SPC”</b>	means AHL (Cayman) SPC, a Cayman Islands segregated portfolio company with limited liability operating as an open-ended investment fund.
<b>“AHL Fund”</b>	means Class A Segregated Portfolio of AHL (Cayman) SPC.
<b>“AHL Manager”</b>	means AHL Partners LLP, a limited liability partnership organised under the laws of United Kingdom.
<b>“AHL Shares”</b>	means the Class A1 Evolution EUR Shares, a series of shares issued from the AHL Fund.
<b>“AIFMD”</b>	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.
<b>“Business Day”</b>	means any day on which banks are generally open for business in Amsterdam, Dublin, London and New York or such other day as the Fund Manager shall from time to time determine.
<b>“CITA”</b>	means the Dutch 1969 Corporate Income Tax Act ( <i>Wet op de vennootschapsbelasting 1969</i> ) as amended from time to time.
<b>“Depositary”</b>	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.

<b>“DNB”</b>	means De Nederlandsche Bank N.V., the central bank of the Netherlands.
<b>“DTA”</b>	means the Dutch 1965 Dividend Tax Act ( <i>Wet op de dividendbelasting 1965</i> ) as amended from time to time.
<b>“Dutch GAAP”</b>	means generally accepted accounting principles in the Netherlands.
<b>“EUR” or “Euro”</b>	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.
<b>“FSA”</b>	means the Dutch Financial Supervision Act ( <i>Wet op het financieel toezicht</i> ).
<b>“Fund”</b>	means the contractual arrangements between the Participants, the Fund Manager and the Legal Owner 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 Windmill Trend Evolution Fund.
<b>“Fund Assets”</b>	means the Investee Funds Interests and all other assets ( <i>goederen</i> ), 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.
<b>“Fund Manager”</b>	means Privium Fund Management B.V., a limited liability company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) incorporated and existing under the laws of the Netherlands.
<b>“Fund Objective”</b>	means the objectives of the Fund as set forth in Section 3 of this Prospectus.
<b>“Fund Obligations”</b>	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.
<b>“Investee Funds”</b>	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.

<b>“Investee Funds Interests”</b>	means interests in Investee Funds held by the Fund.
<b>“Investment Advisor”</b>	means HJCO Capital Partners B.V., a limited liability company ( <i>besloten vennootschap met beperkte aansprakelijkheid</i> ) incorporated and existing under the laws of the Netherlands, or such other investment advisor as may be appointed from time to time.
<b>“Investment Funds”</b>	means investment funds within the meaning of article 1:1 FSA (for the avoidance of doubt, including undertakings for collective investment in transferable securities).
<b>“Investment Restrictions”</b>	means the investment restrictions to be observed by the Fund Manager as set forth in Section 3 of this Prospectus.
<b>“Investment Strategy”</b>	means the investment strategy to be observed by the Fund Manager as set forth in Section 3 of this Prospectus.
<b>“Legal Owner”</b>	means TMF Bewaar B.V. or such other legal owner of the Fund Assets as may be appointed from time to time in accordance with the Terms and Conditions.
<b>“Legal Ownership Agreement”</b>	means the agreement between the Fund Manager and the Legal Owner in the form attached hereto as <b><u>Schedule 4</u></b> .
<b>"Management Fee"</b>	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.
<b>“Man Group”</b>	means (i) Man Group plc; (ii) any company or other entity which directly or indirectly controls, is controlled by or is under common control with Man Group plc (including any holding company or subsidiary, each within the meaning of section 1159 of the United Kingdom Companies Act 2006); and (iii) any limited partnership or limited liability partnership whose general partner or managing member is an entity in (ii) above, but excluding any investment fund in relation to which Man Group plc or an entity or partnership in (ii) or (iii) above provides investment management, advisory, marketing or related services.
<b>“Net Asset Value”</b>	means the balance, expressed in Euros, of the value of the Fund Assets and the value of the Fund Obligations.
<b>"Net Proceeds"</b>	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.

<b>“Ordinary Consent”</b>	means the written consent of Participants together representing more than 50% of the issued and outstanding Participations.
<b>“Organisational Expenses”</b>	means all costs incurred in connection with the formation of the Fund as further set forth in Section 10 of this Prospectus.
<b>“Participant”</b>	means a natural or legal person, which participates in the Fund in accordance with the Subscription Form and the Terms and Conditions.
<b>“Participation”</b>	means a unit representing the rights of a Participant to a certain percentage of the Net Asset Value. Each Participation represents an equal interest in the Net Asset Value without priority or preference of one over the other.
<b>“Prospectus”</b>	means this prospectus including its schedules, as amended from time to time.
<b>“Redemption Date”</b>	means the first Business Day of each month and/or, under certain circumstances as set out in the Terms and Conditions, such other day or days as the Fund Manager may from time to time determine at its sole discretion.
<b>“Redemption Notice”</b>	means the standard notice through which a request for redemption of Participations is made.
<b>“Redemption Price”</b>	means Net Asset Value per Participation as at the Valuation Date immediately preceding the Redemption Date on which the relevant Participant is redeemed.
<b>“Register”</b>	means the register in which the names and addresses of all Participants are recorded stating the particulars of their Participations and their Subscription Date in accordance with the Terms and Conditions.
<b>“Subscription Date”</b>	means the first Business Day of each month and/or such other day or days as the Fund Manager may from time to time determine at its sole discretion.
<b>“Subscription Form”</b>	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 <b><u>Schedule 2</u></b> .

<b>“Subscription Price”</b>	means Net Asset Value per Participation as at the Valuation Date immediately preceding the Subscription Date on which the relevant Participant is admitted to the Fund.
<b>“Terms and Conditions”</b>	means the terms and conditions of management and custody ( <i>voorwaarden van beheer en bewaring</i> ) of the Fund as attached hereto as <b><u>Schedule 1</u></b> .
<b>“Total Redemption Amount”</b>	means the Total Redemption Price reduced by a discount described in Section 8.3 of this Prospectus.
<b>“Total Redemption Price”</b>	means the Redemption Price multiplied by the relevant number of redeemed Participations.
<b>“Total Subscription Amount”</b>	means the Total Subscription Price increased by a charge described in Section 7.1.2 of this Prospectus.
<b>“Total Subscription Price”</b>	means the Subscription Price multiplied by the relevant number of issued Participations.
<b>“USD”</b>	means United States dollar, the lawful currency of the United States of America.
<b>“Valuation Date”</b>	means the last calendar day of each month, or such other day or days as the Fund Manager may from time to time determine at its sole discretion.

### **3 THE INVESTMENT OPPORTUNITY**

#### **3.1 Fund Objective and Strategy**

##### **3.1.1 Fund Objective**

The Fund's objective is to achieve medium-term capital gains for the Participants.

##### **3.1.2 Fund Strategy**

To achieve the Fund Objective, the Fund will primarily invest in AHL Shares issued from the AHL Fund and may acquire interests in other Investment Funds established worldwide mainly focussed on similar innovative systematic strategies that invest outside the mainstream markets. The Fund may also hold cash and cash equivalents.

The Fund will be managed in accordance with the Investment Strategy and the Investment Restrictions. 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.

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.

##### **3.1.3 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 disclose to the Participants by e-mail:

- 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.

#### **3.2 Fund Investment Restrictions**

##### **3.2.1 Investment Thresholds**

Article 4:37(c)(5) FSA contains certain requirements for feeder AIFs within the meaning of article 4.1(m) of the AIFMD. Therefore, the Fund Manager shall not (i) invest 85% or more of the assets of the Fund in units or shares of (a) any one (1) Investment Fund, or (b) more than one (1) Investment Fund where such Investment Funds have identical investment strategies; or (ii) otherwise have an exposure of at least 85% of the assets of the Fund in any one (1) Investment Fund, unless it would believe to still be acting in compliance with article 4:37(c)(5) FSA, for instance if:

- a) following such investment or exposure the Fund shall not fall under the definition of a feeder AIF within the meaning of article 4.1(m) of the AIFMD; or
- b) the competent authorities so confirm.

### **3.2.2 Borrowings**

The Fund Manager is not allowed to lend any of the Fund Assets to a third party or borrow money against such assets, except for bridge financing purposes.

### **3.3 Investment Objective and Strategy of the AHL Shares**

As the Fund will primarily invest in the AHL Shares issued from the AHL Fund, this Section 3.3 describes a summary of the investment strategy and investment restrictions pertaining to such shares.

#### **3.3.1 Investment Objective and Strategy of the AHL Shares**

The investment objective of the AHL Shares is to achieve medium-term capital gains. The proceeds from the issue of the AHL Shares will be applied to the AHL Evolution Programme (as summarised below) through investment in various instruments and equity or debt securities, including but not limited to investment in regulated or unregulated collective investment schemes or other pooled vehicle(s) managed by the AHL Manager or its affiliates which form part of the AHL Evolution Programme. AHL Shares may also hold cash or equivalent instruments.

#### **3.3.2 Summary of the AHL Evolution Programme**

The AHL Manager manages the AHL Evolution Programme which employs sophisticated computerised processes to identify inefficiencies in markets around the world. Trading signals are generated and executed via a finely tuned trading and implementation infrastructure. This process is quantitative and primarily directional in nature, meaning that investment decisions are entirely driven by mathematical models based on market trends and other historical relationships. It is underpinned by rigorous risk control, ongoing research, diversification and the constant quest for efficiency.

The cornerstone of the investment philosophy is that financial markets exhibit persistent trends and other inefficiencies. Trends are a manifestation of serial correlation in financial markets – the phenomenon whereby past price movements influence future price behaviour. Although they vary in their intensity, duration and frequency, price trends are universally recurrent across all sectors and markets. Trends are an attractive focus for active trading styles applied across a diverse range of global markets.

Trading takes place around-the-clock and real-time price information is used to respond to price moves across a range of global markets. The AHL Evolution Programme invests in a varied portfolio of instruments including, but not limited to, futures, options, forward contracts, swaps, CFDs, cash bonds, cash equities and other financial derivatives both on and off exchange. These markets may be accessed directly or indirectly and include, without limitation, stocks, bonds, debt, currencies, credit and energies.



### **3.4 Investment Restrictions of AHL Shares**

As at the date of this Prospectus, there are no restrictions on the value of the gross assets of the AHL Shares which may be invested in: (i) any particular instrument or equity or debt security or exposed to any regulated or unregulated collective investment scheme or other pooled vehicle(s); or (ii) cash or any cash management arrangements. The directors of AHL (Cayman) SPC may in their absolute discretion from time to time impose such investment restrictions as shall be compatible with the investment objectives of the AHL Shares or otherwise in the best interests of the investors.

## **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 the respective investment policies of Investee Funds' investment policy 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 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.

#### *Cash Weighting*

The AHL Fund has a minimum initial subscription requirement in the EUR equivalent amount of USD 1,000,000 and a minimum additional subscription requirement in the amount of at least the EUR equivalent amount of USD 100,000. Other Investee Funds might also have such minimum subscription requirements. Therefore, the Fund might have a higher cash weighting than anticipated for a period of time during which a minimum subscription requirement at the level of an Investee Fund has not yet been met by the Fund.

#### *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 Exchange Risk*

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

#### *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 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.

#### *Concentration of Investments*

It is in the aim of the Fund to mostly hold Investee Funds Interests. 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. The Fund could be subject to significant losses if Investee Funds Interests decline in value or are otherwise adversely affected. Lack of liquidity may aggravate such losses significantly. In addition, it may not always be possible to dispose of Investee Funds Interests without incurring significant losses. Potential profits may not always be immediately realisable and may therefore be lost prior to realisation.

#### *Lack of Operating History*

The Fund is a new established entity and there is no 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 and other sanctions and 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.

#### *Illiquidity of Participations*

Participations cannot be transferred.

Participations may not be registered under any securities laws. 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.

#### *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 Investment Advisor, 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.

#### *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 Redemption Price reflects the Net Asset Value per Participation as at the date of 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.

#### *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 Investee Funds**

The risks similar to those cited with respect to the Fund might also apply to Investee Funds in addition to the specific risks which might be applicable to Investee Funds, such as:

### *Market risk*

An Investee Fund may make investments in markets that are volatile and/or which may become illiquid. Accordingly, the ability of an Investee Fund to respond to market movements may be impaired, which may result in significant losses to such Investee Fund.

A public exchange typically has the right to suspend or limit trading in all securities that it lists. Such a suspension could render it impossible for an Investee Fund to liquidate its positions and thereby exposes it to losses. In addition, there is no guarantee that markets will remain liquid enough for an Investee Fund to close out positions.

### *Cash Management*

Investee Funds may enter into arrangements by which cash not required for trading purposes will be managed by the investment managers. Such arrangements may include the entry into repurchase or reverse repurchase transactions and other cash management arrangements, including holding cash in bank accounts or secured or unsecured deposits, or investing such cash in corporate or government bonds, or such other instruments as deemed appropriate by the investment manager.

A repurchase transaction involves the sale of securities by a seller to a buyer for a purchase price, and an agreement for the seller to repurchase such securities on a mutually agreed future date for the same purchase price, plus interest at a negotiated rate. From the perspective of the buyer, the transaction is referred to as a reverse repurchase transaction, and involves buying securities against payment of a cash price, with the buyer agreeing to resell the securities at a future date, and the original seller agreeing to repurchase such securities at the same price, plus interest at a negotiated rate. Such transactions are economically equivalent to a cash loan collateralised by the securities.

The use of repurchase and reverse repurchase agreements involves certain risks. For example, if the seller of securities under a reverse repurchase transaction defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Investee Funds seek to dispose of such securities, which action could involve costs or delays. The Investee Funds may suffer a loss to the extent that the proceeds from the disposal of the underlying securities are less than the repurchase price due from the defaulting seller.

### *Discretion of Investment Managers; Strategies, Instruments and Techniques*

The investment managers have discretion in the types of financial instruments which they may trade and have the right to modify the trading strategies, instruments or hedging techniques. Any of these new trading techniques may not be thoroughly tested in the market before being employed and may have operational or theoretical shortcomings which could result in unsuccessful trades and, ultimately, losses to the companies. In addition, any new investment strategy, choice of instruments or hedging technique may be more speculative than earlier techniques and may increase the risk of an investment.

### *Short Selling*

Short selling involves selling securities which are not owned by the short seller, and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date.

Short selling allows the seller to profit from a decline in market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which an Investee Fund engages in short sales will depend upon the investment manager's investment strategy and opportunities. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to an Investee Fund of buying those securities to cover the short position. There can be no assurance that an Investee Fund will be able to maintain the ability to borrow securities sold short. In such cases, an Investee Fund can be "bought in" (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

### *Equities*

An Investee Fund may invest in equity securities and equity derivatives. The value of these financial instruments generally will vary with the performance of the issuer and movements in the equity markets. As a result, such Investee Fund may suffer losses if it invests in equity instruments of issuers whose performance diverges from the investment manager's expectations or if equity markets generally move in a single direction and the Investee Fund has not hedged against such a general move. An Investee Fund also may be exposed to risks that issuers will not fulfil contractual obligations such as, in the case of convertible securities, delivering marketable common stock upon conversions of convertible securities and registering restricted securities for public resale.

### *Futures*

The value of futures depends upon the price of the financial instruments, such as commodities, underlying them. The prices of futures are highly volatile, and price movements of futures contracts can be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, investments in futures are also subject to the risk of the failure of any of the exchanges on which an Investee Fund 's positions trade or of its clearinghouses or counterparties.

Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent an Investee Fund from promptly liquidating unfavourable positions and subject an Investee Fund to substantial losses or prevent it from entering into desired trades. In extraordinary circumstances, a futures exchange or other regulator could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

The price of stock index futures contracts may not correlate perfectly with the movement in the underlying stock index because of certain market distortions. First, all participants in the futures market are subject to margin deposit and maintenance requirements. Rather than meeting additional margin deposit requirements, shareholders may close futures contracts through offsetting transactions that would distort the normal relationship between the index and futures markets. Secondly, from the point of view of speculators, the deposit requirements in the futures market are less onerous than margin requirements in the securities market. Therefore, increased participation by speculators in the futures market also may cause price distortions. Successful use of stock index futures contracts by an Investee Fund is also subject to the investment manager's ability to correctly predict movements in the direction of the market.

#### *Forward contracts*

An Investee Fund may make use of forward contracts. Forward contracts are transactions involving an obligation to purchase or sell a specific instrument or entitlement at a future date at a specified price. Forward contracts may be used by an Investee Fund for hedging purposes, such as to protect against uncertainty in the level of future foreign currency exchange rates. Forward contracts may also be used to attempt to protect the value of Investee Fund's existing holdings of securities held in currencies other than the base currency of an Investee Fund. As is the case for any attempt at hedging downside risk, there is a risk that there is an imperfect correlation between the value of the securities and the forward contracts entered into with respect to those holdings resulting in an unprotected loss. Forward contracts may also be used for investment, non-hedging purposes to pursue Investee Fund's investment objective, for example where it is anticipated that a particular currency will appreciate or depreciate in value.

Forward contracts and options thereon, unlike futures contracts, are generally not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. However, certain forward currency exchange contracts are regulated as swaps by the CFTC and have begun being voluntarily traded on swap execution facilities. To the extent an Investee Fund is treated as a US Person or if Investee Fund's swap counterparty is a US person (for the purposes of the CFTC's swap regulations), some of these contracts may be required to be centrally cleared by a regulated US clearinghouse, and may be required to be traded on regulated exchanges in the future. Interbank forward and "cash" trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. As in the case of a futures contract, a forward usually only requires a much smaller amount of margin to be provided relative to the economic exposure which the forward contract provides to the relevant investment; it creates a 'gearing' or 'leverage' effect. This means that a small margin payment can lead to enhanced losses as well as enhanced gains. It also means that a relatively small movement in the underlying instrument can lead to a much greater proportional movement in the value of the forward contract. The principals who deal in the interbank forward markets are not required to continue to make markets in the currencies or commodities they trade, and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they

were prepared to sell. Disruptions can occur in forward markets, particularly the currency markets, due to unusually high trading volume, political intervention, market dislocations, unanticipated third country events affecting the underlying asset, unscheduled holidays and market closures or other factors. The imposition of controls by governmental authorities might also limit such forward trading to less than that which the investment manager would otherwise recommend, to the possible detriment of an Investee Fund. Market illiquidity or disruption could result in major losses to an Investee Fund.

#### *Derivative Instruments Generally*

An Investee Fund may enter into derivative instruments, such as credit derivatives. It may take advantage of opportunities with respect to certain derivative instruments that are not presently contemplated for use or that are currently not available, but that may be developed, to the extent such opportunities are both consistent with the investment objective of an Investee Fund and legally permissible. Special risks may apply to instruments that are invested in by an Investee Fund in the future that cannot be determined at this time or until such instruments are developed or invested in by an Investee Fund. For example, risks with respect to credit derivatives may include determining whether an event will trigger payment under the contract and whether such payment will offset the loss or payment due under another instrument. In the past, buyers and sellers of credit derivatives have found that a trigger event in one contract may not match the trigger event in another contract, exposing the buyer or the seller to further risk. Other swaps, options, and other derivative instruments may be subject to various types of risks, including market risk, regulatory risk, tax risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk, and operations risk. Where an Investee Fund invests in derivatives such as futures or forwards that are linked to commodities, there is a risk that, were there to be an error in closing out the relevant position in time, an Investee Fund might be required to take physical delivery of such commodities, or arrange for another party to take delivery on short notice, with resulting additional costs. In addition, as new derivative instruments are developed, documentation may not be standardised, leading to potential disputes or misunderstanding with counterparties. The regulatory and tax environment for derivative instruments in which an Investee Fund may participate is evolving, and changes in the regulation or taxation of such financial instruments may have a material adverse effect on an Investee Fund.

#### *Options*

An Investee Fund may incur risks associated with the sale and purchase of call options and/or put options.

The seller (writer) of a call option, which is covered (i.e., the writer holds the underlying security), assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an



uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium investment in the call option.

The seller (writer) of a put option which is covered (i.e., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing its entire investment in the put option.

#### *Exchange Traded Funds*

An Investee Fund may invest in exchange traded funds (“ETFs”), which are shares of publicly-traded unit investment trusts, open-end funds, or depository receipts that seek to track the performance and dividend yield of specific indexes or companies in related industries. These indexes may be either broad-based, sector, or international. However, ETF trades like common stock and represents a fixed portfolio of securities designed to track a particular market index. The risks of owning an ETF shareholders are generally reflect subject to the same risk as holders of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile. . ETFs are also subject to other certain additional risks, including, without limitation: (a), the risk that their prices may not correlate perfectly with changes in the prices of the underlying securities they are designed to track;, and (b) the risk of possible trading in an ETF halting in an ETF due to market conditions or other reasons that, in, based on the view policies of the exchange upon which an ETF trades, would make trading in the ETF inadvisable. An exchange-traded sector fund may also be adversely affected by the performance of that specific sector or group of industries on which it is based. trades. In addition, an Investee Fund may bear, along with other shareholders of an ETF, its pro rata portion of the ETF's expenses, including management fees. Accordingly, in addition to bearing their proportionate share of the Investee Fund 's expenses (e.g., the management fee and operating expenses), shareholders may also indirectly bear similar expenses of an ETF, which can have a material adverse effect on the return on capital of the Investee Fund.

#### **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 and the Depositary**

Due to the insolvency, negligence or fraudulent actions of the Legal Owner and/or the Depositary, 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. The Legal Owner may or will hold the legal ownership of assets other than the Fund Assets. 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 (*beleggingsfonds*) 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 Dutch law, 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, 26<sup>th</sup> floor, HFC Plaza, 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 which are. The Terms and Conditions represent the key organisational document of the Fund and amongst others set forth the agreement between the Fund Manager and the Legal Owner concerning the management and custody on behalf of the Fund;
- b) the Legal Ownership Agreement which is attached hereto as **Schedule 4**;
- c) this Prospectus; and
- d) the Subscription Form.

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.

#### **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.

#### **5.1.6 *Amendment of the Prospectuses of Investee Funds***

The Fund Manager shall notify the Participants of any material amendment to the prospectus of any Investee Fund to which 50% or more of the assets of the Fund are allocated. Notice of amendments made will be made on the website of the Fund Manager. If an amendment to the prospectus of such Investee Fund (indirectly) causes a reduction in Participants' rights or security or (indirectly) imposes

costs on the Participants, Participants have the right to redeem their Participations within one (1) month following the notification.

## **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 is currently evolving as new legislation aimed at increasing transparency of the space of alternative investment funds is being introduced. 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.

## **5.3 AHL Fund Structure**

AHL (Cayman) SPC is a Cayman Islands segregated portfolio company incorporated on 11 October 2012. The AHL Fund is currently the only segregated portfolio of AHL (Cayman) SPC. However, AHL (Cayman) SPC is able to create additional segregated portfolios.

AHL (Cayman) SPC has its legal seat in Cayman Islands, which is not a “designated state” (*aangewezen staat*) pursuant to article 2:66 FSA. AHL (Cayman) SPC is not subject to supervision by the AFM and DNB.

AHL (Cayman) SPC is regulated as a mutual fund under section 4(3) the Mutual Funds Law (2013 Revision) of the Cayman Islands ("**Mutual Funds Law**"). The Cayman Islands Monetary Authority (the "**Authority**") has supervisory and enforcement powers to ensure compliance with the Mutual Funds Law. AHL (Cayman) SPC will not be subject to supervision in respect of its investment activities or the constitution of AHL (Cayman) SPC's portfolio by the Authority or any other governmental authority in the Cayman Islands, although the Authority does have power to investigate the activities of AHL (Cayman) SPC in certain circumstances. Neither the Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms or merits of this document or the offering documents of AHL (Cayman) SPC. There is no investment compensation scheme available to investors in the Cayman Islands.

The Authority may take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of the Authority include the power to require the substitution of directors, to appoint a person to advise AHL (Cayman) SPC on the proper conduct of its affairs or to appoint a person to assume control of the affairs of AHL (Cayman) SPC. There are other remedies available to the Authority including the ability to apply to court for approval of other actions.

AHL Partners LLP has been appointed as investment manager of AHL (Cayman) SPC. The AHL Manager is responsible for advising on the investments of AHL (Cayman) SPC and has discretionary authority to invest the same in accordance with the investment objective, investment strategies and investment restrictions.

The AHL Manager is authorised and regulated by the United Kingdom Financial Conduct Authority in the conduct of its regulated activities in the United Kingdom.

## **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; and
- b) Mark Baak.

#### **6.1.2 Delegation of Duties**

The Fund Manager will delegate certain financial, accounting, administrative and other services to the Administrator and one or more other external service providers. The Fund Manager will not delegate its portfolio management function and risk management function with respect to the Fund.

#### **6.1.3 Resignation of the Fund Manager**

The Fund Manager shall resign as Fund Manager on certain grounds set forth in the Terms and Conditions. In case of resignation of the Fund Manager, the Participants shall 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, other than the Fund:

- a) Amsterdams Klimaat & Energiefonds, a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands, making investments aimed at reducing CO2 emissions;
- b) Lowestoft Equities Fund, a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands, mainly focussed on listed European equities;
- c) Strategy One Fund, a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands, investing in a mixture of (hedge) funds, stocks, and bonds;
- d) Sen 1 Fund, a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands, investing in equity indices;
- e) Principia Fund N.V., a company (*naamloze vennootschap*) organised and established under the laws of the Netherlands, predominantly investing in global equities; and
- f) Privium Sustainable Alternatives Fund, a fund for joint account (*fonds voor gemene rekening*) organised and established under the laws of the Netherlands, a fund of funds investing in investment funds and companies mainly focussed on sustainable alternatives.

### 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 of the Participants.

TMF Bewaar 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 Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam, the Netherlands, and registered with the Trade Register of the Netherlands under registration number 34236917 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, but not exclusively, dedicated to the Fund and will not perform any other activities for the Fund than those referred to above. The statutory objects of the Legal Owner are limited to those of a legal owner as defined under the FSA.

### 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 4:37h FSA of a fund's assets is mandatory for a licensed Dutch fund manager. The Depositary is appointed to provide various duties with respect to compliance by the Fund Manager, the Fund and the Legal Owner in the interest of the Participants.

The Depositary:

- a) is a legal person entrusted with the depositary duties over of the Fund Assets;
- b) is separate from the Fund Manager;
- c) shall only act in the interest of the of the Participants; and
- d) has a regulatory required capital base of at least EUR 112,500.

Stichting Circle Depositary Services, a foundation (*stichting*) incorporated and organized under the laws of the Netherlands, having its official seat (*zetel*) in Amersfoort and its principal offices at Utrechtseweg 31D, 3811 NA Amersfoort, the Netherlands and registered with the Trade Register of the Netherlands under registration number 32153944 will be the depositary (*bewaarder*) of the Fund within the meaning of article 4:37h 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 acting 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 the value of the Participations is calculated in accordance with the Fund Documents and the Law; and
- e) 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 no option for the Depositary to transfer or re-use the Fund Assets.

The Depositary may not delegate its safekeeping duties and therefore, no conflicts of interest can arise in connection herewith.

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 be liable towards the Fund or the Participants for a loss suffered by them resulting from 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 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 Investment Advisor**

The Fund Manager shall be advised by the Investment Advisor. The Fund Manager and the Investment Advisor shall enter into an advisory agreement (the "**Advisory Agreement**") pursuant to which the Investment Advisor shall be responsible for advising the Fund Manager with respect to the Fund Objective and Investment Strategy as well as allocation of the assets of the Fund, and assisting the Fund Manager with the monitoring of the Fund's investments. For the avoidance of doubt, the Fund Manager shall at all times retain its portfolio management function and risk management function with respect to the Fund. The Fund Manager is responsible for operating the Fund.

The Investment Advisor is incorporated in 2007. Arthur Alphons Johannes Hopstaken and Willem IJsbrand Bote Johannesma are the managing directors of the Investment Advisor.

Subject to certain restrictions set forth in the Advisory Agreement, the Investment Advisor 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.

#### **6.5 The Prime Broker**

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

#### **6.6 The Administrator**

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

Pursuant to administration agreement entered into among the Fund Manager and the Administrator (the "**Administration Agreement**"), the Administrator will be responsible, amongst others, 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.

#### **6.7 The Participants and Meetings of Participants**

##### **6.7.1 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.

##### **6.7.2 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) 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.

### **6.7.3 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.

## **6.8 Conflicts of interest**

### **6.8.1 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.

### **6.8.2 Involvement of the Fund Manager and Legal Owner 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.

The Legal Owner may hold the legal ownership of, and in the future may continue to hold the legal ownership of, the assets of other clients and/or investment funds having substantially similar fund objectives and investment strategy as those of the Fund.

#### **6.9 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 Subscription 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.

#### **7.1.2 Subscription Price and Subscription Costs**

The Subscription Price of a Participation is equal to the Net Asset Value per Participation as at the Valuation Date immediately preceding the applicable Subscription Date. The Total Subscription Price is the applicable Subscription Price multiplied by the number of issued Participations. The minimum Total Subscription Price is EUR 10,000 per Participant. This minimum subscription amount may be waived by the Fund Manager in its sole discretion.

The closing date is a date to be determined by the Fund Manager after the AFM has registered the Fund with the AFM register, and being the date on which the Fund Manager accepts the first subscriptions (the “**Closing Date**”). 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 immediately preceding the applicable Subscription Date.

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 might be increased by a surcharge equal to the amount of the surcharge levied at the level of the relevant Investee Fund (the “**Investee Fund Surcharge**”), in the event a surcharge is levied at the level of the relevant Investee Fund.

In case a Participant has paid an amount exceeding the Total Subscription Amount, this amount will be repaid to the Participant.

The Investee Fund Surcharge serves to compensate the Fund for the surcharge levied at the level of the relevant Investee Fund and shall be for the benefit of the Fund.

#### **7.1.3 Procedure**

Applications for Participations must be made by submitting a duly signed and completed Subscription Form to the Administrator at least ten (10) Business Days before the relevant Subscription Date as per which the applicant wishes to receive Participations.

Payment of the Total Subscription Amount must be received in Euro in the bank account of the Legal Owner as specified in the Subscription Form at least ten (10) Business Days before the relevant Subscription Date as per which the applicant wishes to receive Participations (please refer to the Subscription Form for further payment details and instructions).

If either (i) the signed and completed Subscription Form, or (ii) the Total Subscription Amount has not been received timely, no Participations will be issued and the application shall be retained until the next Subscription Date (for the avoidance of doubt, no interest shall be due). In that case, the Net Asset Value per Participation on that Subscription Date shall be the basis for the determination of the Subscription Price for any Participations issued as per that Subscription Date, subject to receipt of (i) and (ii).

The Fund Manager may decide, at its sole discretion, to (i) accept Subscription Forms which are not received timely (but not later than on the Valuation Date immediately preceding the relevant Subscription Date) and (ii) accept an application for Participations in case of overdue payment, provided that the Total Subscription Amount has been received on the Business Day prior to the relevant Subscription Date.

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.

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.

The AHL Fund has a minimum initial subscription requirement in the EUR equivalent amount of USD 1,000,000 and a minimum additional subscription requirement in the amount of at least the EUR equivalent amount of USD 100,000. Other Investee Funds might also have such minimum subscription requirements. Therefore, the Fund Manager may in its sole discretion warehouse and hold in cash the relevant Total Subscription Amounts for a period of time during which a minimum subscription requirement at the level of an Investee Fund has not yet been met by the Fund. For the avoidance of doubt, during such period all fees described in Section 9 of this Prospectus (including the Management Fee) shall continue to be payable out of the Fund Assets.

## **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 (minus the surcharges) 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 not possible. 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 cannot transfer such Participant's Participations.

### **8.3 Redemption of Participations at the Request of a Participant**

On any Redemption 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 is equal to the Net Asset Value per Participation as at the Valuation Date immediately preceding the Redemption Date on which the relevant Participant is redeemed. 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 might be reduced by a discount equal to the amount of the charge levied at the level of the relevant Investee Fund (the "**Investee Fund Discount**"), in the event a charge is levied at the level of the relevant Investee Fund.

The Investee Fund Discount serves to compensate the Fund for the charge levied at the level of the relevant Investee Fund and shall be for the benefit of the Fund.

#### **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 at least ten (10)

Business Days before the relevant Redemption Date. Redemption Notices are irrevocable once received by the Administrator.

If the Redemption Notice has not been received timely, the application shall be retained until the next Redemption Date. In that case, the Net Asset Value per Participation as at the Valuation Date immediately preceding that next Redemption Date shall be the basis for the determination of the Redemption Price for any Participations redeemed as per that Redemption Date.

The Fund Manager may decide, at its sole discretion, to accept Redemption Notices which are not received timely (but not later than on the relevant Redemption Date).

The Total Redemption Amount will normally be paid to the redeeming Participant within eleven (11) Business Days after the release of the Net Asset Value of the applicable Redemption Date, provided that the Fund has received the redemption proceeds from the relevant Investee Fund, unless exceptional circumstances occur, in which case the consideration will be paid at the earliest possible Business Day thereafter.

### **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); or
- b) for whatever reason, the redemption of the Investee Funds Interests is suspended at the level of the relevant Investee Fund.

### **8.4 *Mandatory Redemption of Participations***

The Fund Manager and the Legal Owner 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.

## **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 amongst others 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 amongst others 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. This also includes costs for the Fund's website.

The Fund will pay to the Legal Owner in remuneration of its service to the Fund, limited to the holding of the legal ownership of Fund Assets, a fee equal to EUR 12,500 (excluding VAT). Any additional services, related to the holding of legal ownership of Fund Assets or otherwise, will be rendered on a time spent basis and charged to the Fund in accordance with the Legal Ownership Agreement.

The Fund will pay to the Depositary in remuneration of its service to the Fund, limited to AIFMD depositary duties, an annual fee equal to EUR 12,500 and an one off on boarding fee of EUR 3,000 (excluding VAT and office surcharge).

The Fund will pay the Administrator in remuneration for its services to the Fund, an annual fee based on the month-end Net Asset Value, as set forth in the following sliding scale, subject to a minimum annual fee of EUR 15,000 (excluding VAT, if applicable) for monthly Net Asset Value production:

<u>AUM (in EUR million)</u>	<u>bps</u>
<u>0-30</u>	<u>8</u>
<u>30-50</u>	<u>6</u>
<u>50-100</u>	<u>4</u>
<u>&gt;100</u>	<u>2</u>

The Fund will pay to Ernst & Young in remuneration of its service to the Fund, an estimated fee equal to EUR 9.000 for its first (extended) reporting period and fee estimated at EUR 2.000 for the auditor's assurance report included in Section 14.

All operational costs shall be borne by the Fund and 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 0.43% of the Net Asset Value excluding (i.e. before deduction of) the Management Fee, as at the last calendar day of each month, with a minimum of EUR 50,000 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 Advisory Fee**

The Investment Advisor is entitled to an annual advisory fee payable by the Fund Manager out of the Management Fee. No advisory fees are directly borne by the Fund.

#### **9.2.5 Organisational Expenses**

The Fund will bear its own organisational and establishment costs. 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, research costs, incorporation expenses and travel costs.

Establishment costs (set-up costs) estimated at EUR 20,000 as reimbursement for the costs incurred by the Fund Manager and effort of the Fund Manager in connection with the formation of the Fund and EUR 25,000 for legal and tax advisory fees shall be activated and written off over a period of five (5) years.

The costs of compliance with new financial supervision rules as such pursuant to implementation of the AIFMD and rules promulgated thereunder are estimated at EUR 25,000.

### 9.2.6 *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:

<b>Ongoing Charges Figure estimation (based on Euro 15 million AUM)</b>	
Investment Management	0.43%
Administrator	0.10%
Legal Owner and Depositary	0.11%
Audit	0.05%
Set-up costs	0.09%
Other expenses	p.m.
<b>Windmill Trend Evolution Fund Level</b>	<b>0.78%</b>
<b>Investee fund level (ex performance fee)</b>	<b>1.77%</b>
<b>Total (ex performance fee)</b>	<b>2.55%</b>

### 9.2.7 *Costs Related to Investments in the AHL Fund*

Costs related to investments in the AHL Fund include the subscription price for AHL Shares.

In respect of the AHL Shares, a management fee will be calculated and charged as at each valuation day and paid monthly at a rate of up to 2% per annum of the net asset value of the AHL Shares calculated for the relevant period (prior to the deduction of the management and performance fee (if any)).

In respect of each performance period a performance fee will be calculated on a share by share basis at a rate of 20.00% of any net new appreciation in the net asset value per AHL Share (before accrual of the performance fee). Performance fees in respect of the AHL Shares will normally be payable annually in arrears at the end of each performance period. However, in the case of shares redeemed during a performance period, any accrued performance fee in respect of those shares is payable upon the availability of the final calculation of the net asset value per share in respect of the relevant dealing day on which such AHL Shares are redeemed.

In respect of the AHL Shares, the following fees, other than the management fee and the performance fee, might be charged: a company secretarial services fee, the Cayman Islands annual company registration government fees and CIMA annual registration fees, custody fees, listing, auditing and legal costs, directors fees and expenses and expenses associated with the preparation,

printing and distribution costs of the periodic and annual reports and statements, a services management fee payable to the services manager, costs and brokerage commissions associated with trading transactions. 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 AHL Shares 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 the AHL Fund shall be paid out of the AHL Fund's assets.

#### **9.2.8 *Costs Related to Investments in Other Investee Funds***

Costs related to investments in other Investee Funds include the subscription price for Investee Funds Interests. In addition, the following fixed and variable fees and costs may be charged at the level of the Investee Funds: management fee, performance fee, custodian and administrative fees, advisory fees, organizational expenses, agency fees, transaction costs, operational costs, etc.

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.

## **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, whilst Dutch GAAP will prevail for financial reporting purposes should there be a conflict between the two.

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 July and end on the thirtieth day of June of the next calendar year. The first financial year of the Fund will begin on the Closing Date and will end on the thirtieth day of June 2015.

#### **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 each Valuation Date 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 and to the extent that the Fund Manager is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund and shall not be liable to the Fund, any Participant in the Fund, the Fund Manager or any other person in so doing.

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

- (a) if the price of securities in which the Fund is directly or indirectly invested is suspended (for instance because a stock exchange 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.

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.

In case of errors in the calculation 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 2% 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 the Valuation Date 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 and of the Legal Ownership Agreement 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.

#### **10.2.5 Information Regarding Investee Funds**

An administrator of the AHL Fund shall monthly determine the net asset value of the AHL Fund and within six (6) months after the end of each financial year of the AHL Fund, in accordance with the applicable legal requirements, prepare the AHL Fund's annual accounts audited by a chartered accountant.

The Fund Manager 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 in units or shares of which 20% or more of the assets of the Fund are invested to Participants at cost price.

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

The historical performance of the Fund and the latest Net Asset Value per Participation as at the date of this Prospectus are set forth in **Schedule 5** attached hereto. The Fund Manager will provide prospective investors with the latest annual report of the Fund, the historical performance of the Fund and the latest Net Asset Value per Participation, as applicable, prior to their investment in the Fund.

#### **10.3 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 Chartered 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. Frequent and regular distributions of Net Proceeds (including dividend distributions) by the Fund are not intended nor anticipated. However, the Fund Manager may, at its sole discretion and at any time, decide to distribute any Net Proceeds. It is expected that the Fund Manager will especially do so if the Fund Manager is of the opinion that 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 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 Euro.

## **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 transparent or “closed” fund for joint account Dutch tax purposes, since Participations can only be transferred to the Fund itself since according to the Terms and Conditions, a transfer of Participations is not possible (reference is made to article 17 of the Terms and Conditions) and Participations can only be redeemed by the Fund (i.e., on the basis of article 15 of the Terms and Conditions).

Consequently, pursuant to article 2(2) CITA the Fund does not qualify as a taxable entity. Tax is therefore levied on the results and revenue of the investment at the level of the Participants and not at the level of the Fund itself. This implies that for Dutch tax purposes the Fund’s results are directly allocated to the individual Participants in accordance with the size (and, if applicable, the duration) of their pro rata investment.

### **12.3 Withholding Taxes**

Distributions by the Fund are not subject to Dutch dividend withholding tax as a consequence of its transparency for tax purposes. Due to its transparency, the Fund itself is not entitled to any credit or refund of Dutch dividend withholding tax or (non-reclaimable) foreign withholding taxes withheld on dividends and interest received, nor can the Fund claim any benefits under a tax treaty concluded by the Netherlands with other states.

The tax transparency of the Fund also implies that any dividend withholding tax and foreign withholding taxes withheld on its investments are allocated to the Participants, *i.e.*, on a pro rata basis. In principle, such withholding taxes may be set off by the Participants, whereby the conditions that apply are the same as would be the case for a direct investment (pro rata) by the relevant Participant.

Several countries<sup>1</sup> have confirmed that they will disregard a Dutch tax transparent mutual fund for withholding tax purposes.

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<sup>1</sup> Including Australia, Austria, Belgium, Denmark, Ethiopia, Germany, Norway, South Africa, Switzerland, Taiwan, the United Kingdom and the United States.

## 12.4 The Participants

### 12.4.1 *Individuals*

Pursuant to the 2001 Personal Income Tax Act (*Wet inkomstenbelasting 2001*), an individual who is resident of the Netherlands and whose interest in the Fund should not be attributed to an enterprise or considered to be miscellaneous activities (*overige werkzaamheden*), is taxed on the basis of a deemed yield on the value of his or her pro rata share in the investments of the Fund, which is determined on the basis of the fair value of these investments as per 1 January of any year. The individual is deemed to realize a 4% return on this value, which is taxed at a flat rate of 30%. The actual income received is not subject to tax.

If the Participations are either allocated to the individual's enterprise or where the investment in the Participations is considered to be a miscellaneous activity, the results will be taxed at a progressive rate with a maximum of 52%. Furthermore, a mark to market rule applies, on the basis of which the Participant has to report his or her interest in the Fund at fair value on the tax balance sheet at every year-end. As a result, (unrealized) capital gains are immediately taxed. In case the Participant holds any Participations via a separate entity, the Participant may have to report his or interest in that separate entity at fair value annually.

For the purpose of this Prospectus, it is assumed that none of the Participants will hold a substantial interest (*aanmerkelijk belang*) in any fund or company in which the Fund invests. This would generally be the case if, on a pro rata basis, that Participant (either alone or together with his/her spouse/tax partner) would hold an interest of 5% or more in that fund or company.

### 12.4.2 *Dutch corporate Participants*

Participants that are incorporated legal entities which are subject to Dutch corporate income tax and to which no special regime applies, must include their pro rata share of the income from the investments made by the Fund in their taxable result. Moreover, these Participants must report their pro rata share of the investments made by the Fund at fair value on their tax balance sheet at year-end. The statutory corporate income tax rate amounts to 25.0% (20.0% for the first EUR 200,000 of income) in 2014.

### **13 POLICY REGARDING VOTING RIGHTS AND VOTING CONDUCT INVESTEE FUNDS**

The Fund Manager shall on behalf of the Fund, in its capacity of the holder of Investee Funds Interests, attend the general meetings of shareholders/limited partners/members of the Investee Funds and any relevant sole class or category meetings and shall exercise the voting rights attached to such Investee Funds Interests while taking into account the Fund Objective.

## 14 ASSURANCE REPORT

### Assurance report pursuant to Section 115x, subsection 1, of the Dutch Decree on Conduct of Business Supervision of Financial Undertakings under the Financial Supervision Act

To: the Fund Manager of Windmill Trend Evolution Fund

#### Introduction and responsibilities

We have performed an assurance engagement concerning the contents of the prospectus of Windmill Trend Evolution Fund. In connection with this, we examined whether the prospectus dated 27 August 2014 issued by Windmill Trend Evolution Fund, Amsterdam, contains at least the information required under Section 115x, subsection 1, of the Decree on Conduct of Business Supervision of Financial Undertakings under the Financial Supervision Act (“**the Decree**”). With the exception of Section 115x, subsection 1, under c, this assurance engagement is aimed at providing reasonable assurance. Unless expressly stated otherwise in the prospectus, the information included in the prospectus has not been audited.

The responsibilities were allocated as described below.

The fund manager of the entity is responsible for drawing up the prospectus that contains at least the information required pursuant to the Dutch Financial Supervision Act.

Our responsibility is to express an opinion as referred to in Section 115x, subsection 1, under e, of the Decree.

#### Scope

We conducted our examination in accordance with Dutch law, including Standard 3000, “Assurance Engagements Other Than Audits or Reviews of Historical Financial Information”. We accordingly performed the procedures we deemed necessary in the circumstances to express an opinion.

We verified whether the prospectus contains the information required under Section 115, subsection 1, of the Decree. Dutch law does not require the auditor to perform additional procedures with respect to Section 115x, subsection 1, under c, of the Decree.

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

#### Opinion

In our opinion, the prospectus contains at least the information required under Section 115x, subsection 1, with the exception of subsection 1, under c, of the Decree. With respect to Section 115x, subsection 1, under c, of the Decree, we would note that, to the best of our knowledge, the prospectus contains the information required.

Amsterdam, 27 August 2014

Ernst & Young Accountants LLP

Signed by R.J. Bleijs

## **15 DECLARATION OF THE FUND MANAGER**

The Fund Manager declares that the 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, insofar as the Fund Manager could reasonably be aware, 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**

**WINDMILL TREND EVOLUTION FUND**

ISIN CODE: NL0010730727

**TERMS AND CONDITIONS  
OF  
MANAGEMENT AND CUSTODY**

August 2014

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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 Windmill Trend Evolution 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: Windmill Trend Evolution 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 qualifies as a transparent or "closed" fund for joint account Dutch tax purposes, since Participations can only be transferred to the Fund itself since a transfer of Participations is not possible. Consequently, the Fund does not qualify as a taxable entity. Tax is therefore levied on the results and revenue of the investment at the level of the Participants and not at the level of the Fund itself. This implies that for Dutch tax purposes the Fund's results are directly allocated to the individual Participants in accordance with the size (and, if applicable, the duration) of their pro rata investment.

### **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 medium-term capital gains for the Participants.
- 4.2 To achieve the Fund Objective, the Fund will primarily invest in AHL Shares issued from the AHL Fund and may acquire interests in other Investment Funds mainly focussed on innovative systematic strategies that invest outside the mainstream markets. The Fund may also hold cash and cash equivalents.
- 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 Article 4:37(c)(5) FSA contains certain requirements for feeder AIFs within the meaning of article 4.1(m) of the AIFMD. Therefore, the Fund Manager shall not (i) invest 85% or more of the assets of the Fund in units or shares of (a) any one (1) Investment Fund, or (b) more than one (1) Investment Fund where such Investment Funds have identical investment strategies; or (ii) otherwise have an exposure of at least 85% of the assets of the Fund in any one (1) Investment Fund, unless it would believe to still be acting in compliance with article 4:37(c)(5) FSA, for instance if:
- 4.4.1 following such investment or exposure the Fund shall not fall under the definition of a feeder AIF within the meaning of article 4.1(m) of the AIFMD; or
- 4.4.2 the competent authorities so confirm.
- 4.5 The Fund Manager is not allowed to lend any of the Fund Assets to a third party or borrow money against such assets, except for bridge financing purposes.

## **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 administering 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;
  - 7.1.2 enter into any investment, divestment or other business transaction at non-arm's length terms and conditions; or
  - 7.1.3 enter into any investment, divestment or other business transaction with any other funds managed by the Fund Manager or Affiliates of the Fund Manager.
- 7.2 The Fund Manager, with respect to the Fund, will not allocate and offer any investment opportunity sourced by it or otherwise offered or disclosed to it and falling within the restrictions set by the Fund Objective, Investment Strategy and Investment Restrictions to any other fund or entity managed or otherwise controlled by the Fund Manager or an Affiliate of the Fund Manager without having considered such opportunity as an investment opportunity for the Fund and, with the approval of the Participants by Ordinary Consent, subsequently having decided not to make the investment on behalf of the Fund.

## **8 RESIGNATION OF THE FUND MANAGER**

- 8.1 The Fund Manager shall resign, without any further action of any party being required:
- 8.1.1 with immediate effect upon its bankruptcy (*faillissement*) or dissolution (*ontbinding*) or upon the Fund Manager having been granted suspension of payments (*surséance van betaling*); and
  - 8.1.2 upon the provision of sixty (60) calendar days' notice to the Legal Owner, the Depositary and the Administrator,
- it being understood that no resignation of the Fund Manager shall be effective before the appointment of a successor Fund Manager, whether or not on a temporary basis, in accordance with the provisions of Article 8.2 has become effective.
- 8.2 The Participants shall no later than thirty (30) Business Days after the date of occurrence of the event causing the resignation of the Fund Manager, by resolution taken by Ordinary Consent appoint a substitute Fund Manager. As long as no successor Fund Manager has been appointed, the person designated for that purpose by the Legal Owner shall temporarily act as Fund Manager of the Fund.

- 8.3 Upon the effective date of the resignation 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).
- 8.4 The Fund Manager hereby commits itself to cooperate fully in the transfer of its contractual position with the Participants, the Legal Owner 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 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 ten (10) Business 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.

10.4 Participants waive their right to take recourse on any assets, other than the Fund Assets, held in the name of the Legal Owner in its capacity of holder of legal ownership of assets of funds other than the Fund.

## **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) 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) Business 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 Fund Manager shall keep the Register. The Fund Manager shall sign all entries to the Register.
- 13.3 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 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 Fund Manager promptly by written notice of any change in the information included in the Register in relation to such Participant. The Fund Manager 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 amongst others 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 Applications for Participations should be made by submitting a duly signed and completed Subscription Form to the Administrator not later than 17:00 CET on the Business Day falling at least ten (10) Business Days before the relevant Subscription Date as per which the applicant wishes to receive Participations. Subscription Forms not received in time will be held over until the following Subscription Date. Completed applications are irrevocable once received by the Administrator and the Total Subscription amount has been received in the bank account of the Legal Owner.
- 14.5 Participations shall be issued by the Legal Owner and acquired by the Participants on Subscription Dates but the Participations subscribed for will not be issued if the Total Subscription Amount due by the subscriber has not been received by the Legal Owner.
- 14.6 Immediately upon the completion of the issuance of new Participations, the Fund Manager shall procure that the appropriate entries are made in the Register.

14.7 The AHL Fund has a minimum initial subscription requirement in the EUR equivalent amount of USD 1,000,000 and a minimum additional subscription requirement in the amount of at least the EUR equivalent amount of USD 100,000. Other Investee Funds might also have such minimum subscription requirements. Therefore, the Fund Manager may in its sole discretion warehouse and hold in cash the relevant Total Subscription Amounts for a period of time during which a minimum subscription requirement at the level of an Investee Fund has not yet been met by the Fund.

## **15 REDEMPTION OF PARTICIPATIONS**

15.1 The Fund Manager 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 amongst others 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 Redemption 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 A signed Redemption Notice will need to be received by the Administrator no later than 17:00 CET on the Business Day falling at least ten (10) Business Days before the relevant Redemption Date. Redemption notices not received in time will be held over until the following Redemption Date. Completed Redemption Notices are irrevocable once received by the Administrator.

15.6 The Total Redemption Amount will be paid to the redeeming Participant within eleven (11) Business Days after the applicable Redemption Date, provided that the Fund has received the redemption proceeds from the relevant Investee Fund, 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 suspend redemption of Participations if:

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

15.8.2 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;

- 15.8.3 relevant exchanges are not open for business or the sale of Fund Assets is otherwise restricted or suspended;
  - 15.8.4 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;
  - 15.8.5 the Participant did not act in compliance with applicable legislation or these Terms and Conditions;
  - 15.8.6 for whatever reason, the valuation of Fund Assets or Fund Obligations to be sold cannot be promptly or accurately ascertained; or
  - 15.8.7 for whatever reason, the redemption of Investee Funds Interests is suspended at the level of the relevant Investee Fund.
- 15.9 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.
- 15.10 Immediately upon completion of the redemption of Participations, the Fund Manager shall procure that the necessary amendments are made to the Register.
- 15.11 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. The Fund Manager will not delegate its portfolio management function and risk management function with respect to the Fund.

## **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.
- 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 cannot sell, donate, exchange, assign, transfer, encumbrance any of such Participant's Participations.

17.2 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 of the Fund's operational costs, including, but not limited to, all costs of legal, tax, administrative, legal ownership, 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;

18.1.2 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;

18.1.3 Organisational Expenses;

18.1.4 the Management Fee; and

18.1.5 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 0,43% of the Net Asset Value excluding (i.e. before deduction of) the Management Fee, as at the last calendar day of each month, with a minimum of EUR 50,000 per annum, payable monthly in arrears out of the Fund Assets. 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, who shall value the Fund Assets and Fund Obligations in accordance with Dutch GAAP and, where more specific, the following valuation methods:

19.1.1 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; and

19.1.2 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 the relevant Valuation Date.

19.2 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 July and end on the thirtieth day of June of the next calendar year. The first financial year of the Fund will begin on the Closing Date and will end on the thirtieth day of June 2015.

20.2 On each Valuation Date 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 the price of securities in which the Fund is directly or indirectly invested is suspended (for instance because a stock exchange 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.
- 20.4 In case of any errors in the calculation of the Net Asset Value, the Fund Manager will within three (3) Business Days prepare a report describing the errors that were made and the correction(s) which will need to be made to the Net Asset Value. If: (i) a correction is required of more than 2% of the Net Asset Value, and (ii) the Participants or the Fund (i.e. the then present Participants) incurred losses by a subscription or redemption against the erroneously calculated Net Asset Value, the Fund Manager will provide compensation (in cash or in Participations) for the relevant Participant and/or the Fund (i.e. the then present Participants) for the actual losses incurred, unless the error is not attributable to the Fund Manager or the Legal Owner, taking into account their liabilities as set out herein. For the avoidance of doubt, the Legal Owner shall have no role in determining the value 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.
- 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 is currently evolving as new legislation aimed at increasing transparency of the space of alternative investment funds is being introduced. 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 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; or

24.1.2 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 and the Subscription Form 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 and the Subscription Form. There are no representations, agreements, arrangements or understandings between the parties relating only to the subject matter to these Terms and Conditions and the Subscription Form which are not fully expressed in these documents.

## **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:

**TMF Bewaar B.V.**  
Herikerbergweg 238  
1101CM AMSTERDAM ZUIDOOST  
the Netherlands

To the Fund Manager:

**Privium Fund Management B.V.**  
Gustav Mahlerplein 3, 26<sup>th</sup> floor, HFC Plaza  
1082 MS Amsterdam  
the Netherlands

To the Administrator:

**TMF FundAdministrators B.V.**  
Westblaak 89  
3012KG Rotterdam  
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**

**Subscription Instructions**

Please complete, date and execute the attached Subscription Form and deliver it, by fax and express mail, to:

**TMF FundAdministrators B.V.**

Westblaak 89  
3012KG Rotterdam  
The Netherlands

Tel: +31 (0)20 10 2711370  
E-mail: [ssg@tmf-group.com](mailto:ssg@tmf-group.com)

For subscriptions please wire transfer funds in Euros in an amount equal to the Total Subscription Amount to the below bank account of the Legal Owner. The funds should be wired from a bank account held by the prospective Participant.

BANK	:	ABN AMRO
FAVOUR OF ACCOUNT #	:	47.67.64.033
ACCOUNT OF	:	TMF Bewaar B.V. re. Windmill Trend Evolution Fund
IBAN	:	NL52ABNA0476764033
REFERENCE (INVESTORS NAME)	:	

To complete the Subscription Form, please insert the following information:

*In the Recitals:*

- (i) The name of the Participant, the address of the Participant and the place of establishment of the Participant (as relevant).

*In Numeral 2.2:*

- (i) The date and the Total Subscription Amount for which the Participant wishes to subscribe.

*In Numeral 11.1:*

- (i) The name of the Participant.
- (ii) The Participant's address, email and facsimile number.

*In Numeral 11.3:*

- (i) The name, address and account number of the bank account to which redemptions and/or distributions should be sent or wired.

*In Numeral 13.2:*

- (i) The complete source of funds declaration.

**Note: Please sign the Subscription Form at the end.**

In addition to a properly executed Subscription Form, the following KYC documentation is required for the acceptance of initial subscriptions and transfers:

For Participants who are individuals:

- (i) A copy of the valid passport or drivers' license of the Participant.
- (ii) A copy of a bank statement or utility bill containing the address of the Participant not older than 3 (three) months.

For Participants who are entities:

- (i) Certificate of incorporation (or equivalent document to prove current existence) not older than 3 (three) years or a certificate of good standing.
- (ii) Memorandum & articles of association or articles of incorporation.
- (iii) Copy of the annual report or excerpt from commercial register or other document providing details (names and addresses) of directors.

The right is reserved to request any further information which is considered to be in any way necessary to the process of verification. Upon receipt of the Subscription Form and all referenced KYC information, the Fund Manager will accept the subscription and the Administrator will confirm the subscription. If a subscription is not accepted or if the offering is terminated, all funds deposited or wired and the Subscription Form and all other documents delivered to the Fund will be returned to the prospective Participant without interest or deduction.

**SUBSCRIPTION FORM** (the “**Subscription Form**”) for participations (the “**Participations**”) in Windmill Trend Evolution Fund (the “**Fund**”) of

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PLACE ESTABLISHMENT:** \_\_\_\_\_

(the “**Participant**”).

1. **DEFINITIONS AND SCOPE OF APPLICATION OF THE TERMS AND CONDITIONS**

**The Legal Owner:** TMF Bewaar B.V., private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with registered address at Luna Arena, Herikerbergweg 238, 1101 CM Amsterdam, the Netherlands, and registered with the Trade Register of the Netherlands under registration number 34236917.

**The Fund Manager:** Privium Fund Management B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with registered address at Gustav Mahlerplein 3, 1082 MS Amsterdam, the Netherlands and registered with the Trade Register of the Netherlands under registration number 34268930.

The terms used in this Subscription Form (including the schedules thereto) have, unless provided otherwise, the same meaning as set out in the prospectus of the Fund dated \_\_\_\_\_ 20\_\_ (the “**Prospectus**”).

The Legal Owner pursuant to the terms and conditions of management and custody of the Fund attached as Schedule 1 to the Prospectus (the “**Terms and Conditions**”) holds the Fund Assets (as defined in the Terms and Conditions) for the purpose of management and custody on behalf of the participants of the Fund.

All relations between the Participant, the Fund Manager and the Legal Owner are governed by this Subscription Form, the Terms and Conditions and the Prospectus as referred to above.

2. **SUBSCRIPTION**

2.1 The Participant hereby wishes to participate in the Fund subject to the acceptance of this Subscription Form by the Fund Manager. The subscription for the respective Participations (including the amount of the Participations) will be confirmed in a letter by the Administrator to the Participant on behalf of the Fund Manager and the Legal Owner. The Participant acknowledges that the Fund Manager reserves the right to reject in its absolute discretion this and any other subscription for Participations in whole or in part. The Fund Manager will determine in its sole discretion which subscriptions shall be accepted.

2.2 The Participant hereby undertakes to pay the Total Subscription Amount of:

AMOUNT: \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_ Euros,

in consideration for Participations and in accordance with the provisions of, the Terms and Conditions, the Prospectus and this Subscription Form, on (insert date) \_\_\_\_\_ to the bank account of the Legal Owner set out in the Subscription Instructions above.

2.3 The Total Subscription Amount shall be received by 17:00 hours CET, no later than ten (10) Business Days before the relevant Subscription Date as per which the applicant wishes to receive Participations. The Fund Manager may decide, at its sole discretion, to accept an application for Participations in case of overdue payment, provided that the Total Subscription Amount has been received on the Business Day prior to the relevant Subscription Date.

### 3. **ACCEPTANCE SUBSCRIPTION, ISSUE PARTICIPATIONS**

3.1 The closing date is a date to be determined by the Fund Manager after the AFM has registered the Fund with the AFM register, and being the date on which the Fund Manager accepts the first subscriptions (the “**Closing Date**”).

#### 3.2(a) *For subscriptions up to and including the Closing Date*

Subject to the terms and conditions of this Subscription Form, in consideration for the Total Subscription Amount, the Participant will be issued a number of Participations equal to the Total Subscription Amount referred to under 2.2 above (minus the surcharge, if applicable) divided by EUR 100 (one hundred Euros).

#### 3.2(b) *For subscriptions after the Closing Date*

Subject to the terms and conditions of this Subscription Form, in consideration for the Total Subscription Amount, the Participant will be issued a number of Participations equal to the Total Subscription Amount referred to under 2.2 above (minus the surcharge, if applicable) divided by the Net Asset Value per Participation calculated as at the Subscription Date.

3.3 Subscription date will be the first Business Day of a month or such other day or day as the Fund Manager may from time to time determine at its sole discretion on which the subscription for one or more Participations by the Participant is effected (the “**Subscription Date**”). Upon acceptance of the subscription, the Fund Manager shall enter the Participant’s name, address and number of Participations in the Register in accordance with Article 13 of the Terms and Conditions. Such registration shall be conclusive evidence of the entitlement of the Participant.



#### 4. REPRESENTATIONS AND WARRANTIES OF PARTICIPANT

The Participant represents and warrants (*garandeert*) to the Legal Owner and the Fund Manager that:

- (i) the execution and performance of the Subscription Form do not contravene, or constitute a default under any provision of law applicable to the Participant;
- (ii) the Participant has the knowledge and expertise in business and financial matters to make it capable of assessing and evaluating the merits and risks associated with investing in the Fund;
- (iii) the Participant has independently assessed, evaluated and verified the merits and risks associated with investing in the Fund and the transactions contemplated thereunder;
- (iv) the Participant declares to have read and agree with the content of the Prospectus, the Terms and Conditions and the Redemption Notice. The Participant has had the opportunity to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorised representatives of the Fund;
- (v) the Participant is willing to assume and will be able to bear the full financial and economic risk of its subscription, while maintaining adequate means of providing for its current needs and foreseeable contingencies, even in the event of a loss of its entire investment in the Fund;
- (vi) the Participant is acquiring the Participations in its own name and for its own account for investment purposes;
- (vii) neither the Legal Owner nor the Fund Manager, or any other person acting on behalf of the Legal Owner or the Fund Manager respectively, have provided any warranties or guarantees for the benefit of the Participant. Regarding its own financial position (including the tax consequences) the Participant did not rely on an advice of the Legal Owner or the Fund Manager, respectively or other individuals acting on behalf of the Legal Owner or the Fund Manager with respect to this investment;
- (viii) the person or persons signing on behalf of the Participant have full power and authority to do so. If applicable, all relevant internal procedures have been complied with and all necessary internal consents have been obtained;
- (ix) the signing and the performance of this Subscription Form fall within the object clause of the articles of association within the competence of the Participant and are in the interest of the Participant;
- (x) the Participant is authorized to sign this Subscription Form and to fulfill all obligations arising from this agreement. For this purpose the Participant does not have to register or otherwise perform acts with any public authority or independent supervisory authority, as all registrations or acts in respect of such public authority or independent supervisory authority (in so far as necessary) have taken place;

- (xi) the signing and the performance by the Participant of this Subscription Form does not conflict with and will not result in any claim for default (*ingebrekestelling*) against the Participant under (a) any provision of law applicable to the Participant; (b) any directive, rule or instruction of any public authority or independent supervisory authority which supervises the business of the Participant; (c) the articles of association or other organizational documents of or regarding the Participant; or (d) any agreement, judgment, judicial ruling or order, verdict, decree or other instrument binding on the Participant; and
- (xii) the Participant agrees that the above representations and warranties in this section will be true and correct both as of the execution date of the Subscription Form and the issue of the Participations.

## 5. REDEMPTION, WINDING UP AND BANKRUPTCY

By signing the Subscription Form the Participant has not intended, for any purpose, to enter into a partnership (*maatschap* or *vennootschap onder firma*) or limited partnership (*commanditaire vennootschap*). If notwithstanding the explicit intentions of the parties involved, the existing legal relationship between them is qualified by any authorized judicial body as such a partnership, the Participant agrees, in so far as necessary, that (i) in case of a redemption of any or of all the Participations by the Participant in case of its liquidation, or in case of any other occurrence requiring under the rules of Dutch law such a partnership be dissolved, the other Participants have the right to continue and are deemed to continue the partnership; and (ii) the payment of the value attributable to the redeemed Participations on the basis of the Net Asset Value per Participation on the redemption date is considered to be the full and final settlement of the share in the joint ownership, if and as far as present, of such a partnership.

## 6. INDEMNITY

The Participant indemnifies the Legal Owner and the Fund Manager and persons connected to them, including the board of management, employees and advisers, without requesting or receiving any compensation therefore, against any claim, loss, damage, liability or costs, including the costs of legal advisers, to the extent that these are incurred by any of the Legal Owner and the Fund Manager and the persons mentioned above as a result of an incorrect representation of the facts by the Participant or by any act or omission of the Participant in breach of the Subscription Form.

## 7. RECOURSE

In case the Participant does not fulfill its obligations under the Subscription Form the Legal Owner and the Fund Manager reserve all rights and legal remedies available to them under this Subscription Form under Dutch law and otherwise. If the Legal Owner or the Fund Manager does not exercise a right or a legal remedy available to it under the Subscription Form, this should not be interpreted as a waiver of the right to exercise such right or any other right or legal remedy in the future. The exercise of any right or legal remedy by the

Legal Owner or the Fund Manager available to them under this Subscription Form does not prejudice the exercise by the Legal Owner or the Fund Manager of the other rights available to them under this Subscription Form under Dutch law or otherwise.

**8. VALIDITY OF WARRANTIES**

The statements, guarantees (*garanties*), acknowledgements and warranties made by the Participant remain in full force and effect after the Subscription Date. If there is any change in anything stated, guaranteed, warranted or acknowledged by a Participant at the time of participation in the Fund, it shall notify the Fund Manager and the Legal Owner thereof without delay.

**9. REDEMPTION**

The Participant can redeem by giving notice to the Administrator in the format set out in **Annex 1**.

**10. ONE AGREEMENT**

The Subscription Form fully describes the existing agreements between parties with respect to the present subject and replaces any preceding agreement with respect to this same subject.

**11. NOTICES, PARTICIPANT'S WIRE INFORMATION**

11.1 Any notices, consents, resignations, requests, demands, offers, reports and other communications under this Subscription Form required to be given hereunder shall be in writing and shall be addressed or directed as follows:

To the Administrator:                    TMF FundAdministrators B.V.  
Westblaak 89  
3012KG Rotterdam  
the Netherlands  
Tel: +31 (0)20 10 2711370  
E-mail: [ssg@tmf-group.com](mailto:ssg@tmf-group.com)

To the Fund Manager:                    Privium Fund Management B.V.  
Gustav Mahlerplein 3, 26<sup>th</sup> floor, HFC Plaza  
1082 MS Amsterdam  
the Netherlands  
Tel: +31 (0) 20 462 6644  
E-mail: [info@priviumfund.com](mailto:info@priviumfund.com)

To the Participant:                    Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Facsimile number (optional): \_\_\_\_\_

11.2 Any change to the above address, e-mail and/or facsimile number shall be notified to the relevant parties.

11.3 Redemptions and/or distributions of the Participant should be sent or wired to the following bank account:

BANK	:	
UNDER SWIFT CODE	:	
FAVOUR OF ACCOUNT #	:	
ACCOUNT OF	:	
UNDER SWIFT CODE	:	
IBAN	:	
FOR FURTHER CREDIT TO	:	
ACCOUNT NAME	:	
REFERENCE	:	Windmill Trend Evolution Fund

12. **DIVISIBILITY**

Should any provision of the Subscription Form, or the application thereof with regard to any party or circumstance, be held void or entirely or partially unenforceable by any authorized judicial body, the Subscription Form shall in all other respects, handing the applicability of any other provision than the provision held void or entirely or partially unenforceable, be fully valid and enforceable.

13. **SOURCE OF FUNDS DECLARATION**

13.1 The Participant understands that the below declaration is made for the protection of the Participant as well as for the protection of the Legal Owner and other management, administration and service providers of the Fund.

13.2 The Participant declares that the funds totaling \_EUR\_\_\_\_\_ , which are used to purchase the Participations represent funds obtained by the Participant from the following source (such as: labour/salary, selling company, lottery, selling real estate, heritage etc):

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13.2 The Participant hereby gives its consent to the Legal Owner and other management, administration and service providers of the Fund to disclose this transaction to those institutions which are legally entitled to receive the information contained herein.

14. **CHOICE OF LAW, COMPETENT COURT**

This Subscription Form shall be governed by the laws of the Netherlands, and shall be interpreted accordingly.

The Participant hereby irrevocably agrees that any action or proceeding relating in any way to this Subscription Form may be brought to the competent courts of Amsterdam and its appellate courts and irrevocably submits to the non-exclusive jurisdiction of such courts.

The Participant confirms to apply for subscription to Windmill Trend Evolution Fund and is acquainted with the Terms and Conditions and the Prospectus and agrees to be bound towards the Fund Manager and the Legal Owner under this Subscription Form and to the Terms and Conditions and the Prospectus .

\_\_\_\_\_

By :

Title:

Date:

\_\_\_\_\_

By :

Title:

Date:

**ANNEX 1 TO THE SUBSCRIPTION FORM  
NOTICE OF REDEMPTION**

To: TMF FundAdministrators B.V.  
Westblaak 89  
3012KG Rotterdam  
The Netherlands

Dear Sir, Madam,

The undersigned, \_\_\_\_\_ (name Participant) holds \_\_\_\_\_ (number) Participations in Windmill Trend Evolution Fund.

We kindly request you, as per the next date available therefore under the Terms and Conditions of Management and Custody of Windmill Trend Evolution Fund (the “**Terms and Conditions**”):

- (a) to redeem all Participations held by the undersigned.\*
- (b) to redeem the following number of Participations held by the undersigned: \_\_\_\_\_ (number).\*
- (c) to redeem for a sum of EUR \_\_\_\_\_ (amount).\*

The Legal Owner shall pay such amount or deliver assets with an equivalent value in accordance with the provisions of article 15 of the Terms and Conditions to the undersigned by transferring to bank account set forth in article 11 of the Subscription Form of the undersigned.

We understand that a completed original or fax of this Notice of Redemption has to be delivered to the care of the Administrator by 17:00 hours CET, no later than ten (10) business days before the relevant Redemption Date on which the Participations are to be redeemed.

Yours faithfully,

**PARTICIPANT**

\_\_\_\_\_  
By :  
Title:  
Date:

\_\_\_\_\_  
By :  
Title:  
Date:

\* please strike through as applicable and complete information if applicable

**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  
LEGAL OWNERSHIP AGREEMENT**

**PRIVIUM FUND MANAGEMENT B.V.**

**and**

**TMF BEWAAR B.V.**

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**LEGAL OWNERSHIP AGREEMENT**

**in respect of**

**WINDMILL TREND EVOLUTION FUND**

***Fonds voor Gemene Rekening***

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AGREEMENT dated March 4, 2014 and made

BETWEEN:

- (1) **PRIVIUM FUND MANAGEMENT B.V.**, a company with limited liability incorporated under the Laws of The Netherlands and having its registered office at Amsterdam, The Netherlands, registered with the Chamber of Commerce in Amsterdam under number 34268930 (the "**Fund Manager**") on behalf of **WINDMILL TREND EVOLUTION FUND**, a fund for joint account (*fonds voor gemene rekening*) established under the laws of The Netherlands (the "**Fund**"); and
- (2) **TMF BEWAAR B.V.**, a company incorporated under the laws of The Netherlands and having its offices at Herikerbergweg 238, 1101 CM Amsterdam, The Netherlands, registered with the Chamber of Commerce in Amsterdam under number 34236917 (the "**Legal Owner**").

WHEREAS:

- (A) The Fund is established by the Fund Manager to carry on the business of a fund for joint account, "fonds voor gemene rekening";
- (B) The Fund requires to appoint a legal owner and the Fund Manager considers it appropriate to appoint the Legal Owner;
- (C) The assets of the Fund will be held by, and in the name of, the Legal Owner for the benefit of the Participants of the Fund;
- (D) The parties hereto wish to record their agreement in writing.

NOW IT IS HEREBY AGREED as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement including the recitals, unless the context otherwise requires, the following words shall have the following meanings:

<b>Administrator</b>	means TMF Fund Administrators B.V. or such other administrator as may be appointed from time to time;
<b>Agreement</b>	means this Legal Owner Agreement between the Fund Manager and the Legal Owner;
<b>Applicable law</b>	any law, regulation, rule, requirement, practice and guidelines if any government, regulatory authority of self-regulating organization or any self-imposed rule that applies to the provision of the Services;

<b>Business Day</b>	means any day on which banks are generally open for business in Amsterdam, the Cayman Islands, Dublin, London and New York;
<b>Claim</b>	means any and all claims (contractual or otherwise), threatened claims, suits, taxes, penalties, charges, fines, liabilities, losses, damages, amounts paid in settlement, costs and expenses including but not limited to reasonable attorneys' fees incurred in connection with any actual or threatened proceedings, suffered, incurred or expended, directly or indirectly, all in the widest sense;
<b>Clause</b>	means a clause of this Legal Ownership Agreement;
<b>"EUR" or "Euro"</b>	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;
<b>FSA</b>	means the Dutch Financial Supervision Act ( <i>Wet op het financieel toezicht</i> );
<b>Fund</b>	means the contractual arrangements between the Participants, the Fund Manager and the Legal Owner in relation to the participation, management, custody and administration of the fund as described in the Prospectus and the Terms and Conditions, also referred to as Windmill Trend Evolution Fund;
<b>Fund Assets</b>	means Investee Funds Interests and all other assets ( <i>goederen</i> ), including cash, that are held by the Legal Owner (or the Fund Manager on behalf of the Legal Owner) in its own name for the account and risk of the Participants in connection with the Fund in accordance with the Fund Objective and Investment Restrictions to be observed by the Fund Manager;
<b>Fund Documents</b>	means the Prospectus and Schedules thereto;
<b>Fund Manager</b>	means Privium Fund Management B.V. or such other person or entity from time to time appointed to provide management, investment management, investment advisory, or any other similar services to the Fund in connection with its management and/or the investment of its assets;
<b>Fund Objective</b>	means the objective of the Fund to achieve medium-term capital gains for the Participants;

<b>Fund Obligations</b>	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;
<b>Investee Funds</b>	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;
<b>Investment Funds</b>	means investment funds within the meaning of article 1:1 FSA (for the avoidance of doubt, including undertakings for collective investment in transferable securities);
<b>Investment Restriction</b>	means the investment restriction to be observed by the Fund Manager as set forth in section 3, clause 3.2 of the Prospectus;
<b>Investee Funds Interests</b>	means interests in Investee Funds held by the Fund;
<b>Legal Owner</b>	means TMF Bewaar B.V. or such other legal owner of the Fund Assets as may be appointed from time to time in accordance with the Terms and Conditions;
<b>Material Agreement</b>	means any agreement (other than this Agreement) entered into between a service provider and the Fund Manager on behalf of the Fund, which might reasonably be expected to affect the Legal Owner including without limitation such agreement entered into by the Fund Manager and the Fund / or the Fund Manager on behalf the Fund;
<b>Net Asset Value</b>	means the balance, expressed in Euros, of the value of the Fund Assets and the value of the Fund Obligations;
<b>Prospectus</b>	means the Prospectus issued in respect of the Fund including its schedules, as may be amended from time to time;
<b>Services</b>	any services rendered by the Legal Owner;
<b>Participant</b>	means a holder of Participations;
<b>Participation</b>	means a unit 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 also issue fractions of Participations, expressed up to four (4) decimals;

**Terms and Conditions** means the terms and conditions of management and custody (*voorwaarden van beheer en bewaring*) of the Fund as set forth in schedule 1 to the Prospectus;

**VAT** means value added tax as levied in accordance with the Sixth Council Directive of 17 May 1977 on the harmonisation of the laws of Member States relating to turnover taxes (77/388/EEC) as implemented in the Member States of the European Union under their respective value added tax legislation and legislation supplemental thereto; and (b) any other tax of a similar fiscal nature (including but not limited to goods and services tax), whether imposed in a Member State of the European Union in substitution for, or levied in addition to, such tax, or in any other jurisdiction.

## **1.2 Interpretation**

In this Agreement:

- (a) the singular includes the plural and vice versa and the male gender includes the feminine and neuter genders;
- (b) Clause headings are for convenience only and shall not affect the interpretation of this Agreement;
- (c) references to any schedule is to the schedule of this Agreement;
- (d) references to persons shall include individuals, bodies corporate, unincorporated associations and partnerships and their respective successors and assigns;
- (e) references to this Agreement shall include any variation or replacement hereof;
- (f) references to any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of any of them; and
- (g) references to the Fund (which is not a legal entity but a contractual arrangement) shall be to either the Fund Manager, the Legal Owner or the Fund Assets (being the assets and liabilities), as the context may require.

## **2. APPOINTMENT AS LEGAL OWNER**

The Fund Manager appoints the Legal Owner as Legal Owner of the Fund in accordance with the terms and conditions set out in this Agreement and the Prospectus, and the Legal Owner accepts its appointment as Legal Owner of the Fund with effect from March 4, 2014.

## **3. CUSTODY OF ASSETS OF THE FUND**

The Legal Owner will act as the Legal Owner of the assets of the Fund and hold them for the exclusive benefit of the Participants, in accordance with the Terms and Conditions of the

Fund. The Fund Manager agrees to procure that all of the assets of the Fund will be placed in the custody of the Legal Owner. The Legal Owner shall have no investment duties in respect of the assets of the Fund.

#### **4. SEGREGATION OF FUND ASSETS**

The Legal Owner will ensure that all assets of the Fund held in its name or in the name of the Fund shall be kept in a separate account from its own assets and this account shall be under designation "TMF Bewaar B.V. for the benefit of Windmill Trend Evolution Fund" or with similar designation.

#### **5. AUTHORIZATION OVER THE ASSETS OF THE FUND**

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.

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 has granted a power of attorney to the Fund Manager under the Terms and Conditions, with full powers of substitution, to perform all custody and asset management activities pursuant to the Terms and Conditions. The Fund Manager undertakes to the Legal Owner that any such power so conferred upon them shall be exercised in accordance with the Terms and Conditions.

The Fund Manager and the Legal Owner further agree that the Legal Owner may grant signing authority to the Administrator in respect of the bank accounts of the Fund, in so far that the Administrator requires such authority to perform its duties.

#### **6. DOCUMENTATION OF THE FUND**

The Fund Manager has delivered, or will deliver to the Legal Owner copies of each Fund Document and executed copies of each Material Agreement:

- (a) represents and warrants to the Legal Owner that the documents delivered or to be delivered to it pursuant to this paragraph will be true, complete and accurate in all material respects;
- (b) agrees to deliver to the Legal Owner promptly any future amendment or supplement to any Fund Document or Material Agreement provided that the Fund Manager shall not, unless so required by applicable law or regulation or other circumstances beyond its reasonable control, make any changes to any Fund Document or to any Material Agreement which might reasonably be expected to affect the Legal Owner or the performance by it of its duties under this Agreement without giving the Legal Owner prior notification of any such proposed amendment or supplement and a reasonable opportunity to review any such amendment or supplement prior to it becoming effective; and
- (c) agrees to provide, and use reasonable endeavours cause any agent appointed by it and any other service provider to the Fund to provide, to the Legal Owner such other documents and information as the Legal Owner may from time to time

reasonably require to enable it to perform the Services and comply with its duties and obligations under this Agreement.

## **7. DELEGATION**

Under the Prospectus, the Legal Owner may act through an agent or attorney-in-fact in carrying out any of the authorized powers and duties of its function. The Legal Owner may delegate such duties or functions it reasonably on such terms and conditions as the Legal Owner thinks fit, provided that the consent of the Fund Manager, not to be reasonably withheld, will be obtained.

## **8. ADMINISTRATIVE ACTIVITIES OF THE LEGAL OWNER**

- (a) The parties hereto agree that the Fund Manager or the Fund have appointed service providers other than the Legal Owner to provide accounting, calculation and valuation services, paying agency, administrative, depositary, registrar and transfer services and other services to the Fund.
- (b) The Legal Owner shall:
  - (i) acquire and hold, for the account and risk of the Participants, legal title to all assets and rights of the Fund;
  - (ii) as debtor, assume obligations and liabilities of the Fund; and
  - (iii) 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.
- (c) The Legal Owner shall open an account in the name of TMF Bewaar B.V. for the benefit of Windmill Trend Evolution Fund with a reputable Dutch bank, register the relevant powers of attorney on such account and enter into any necessary agreement for setting up and operating an electronic banking system application.
- (d) The Terms and Conditions may only be amended pursuant to a joint resolution of the Legal Owner and the Fund Manager.
- (e) The Legal Owner will provide, at additional fees based on Clause 9.3, assistance with any necessary amendment to the Fund Documents.

## **9. FEES AND EXPENSES**

### **9.1 Fees**

- (a) The Fund Manager or Fund shall pay all amounts due to the Legal Owner for the Services rendered as set out in the Agreement (the “Fees”).
- (b) For the Services to be provided by the Legal Owner to the Fund under this Agreement, the Legal Owner shall receive an annual fee of EUR 12,500, chargeable quarterly.



## 9.2 Expenses

The Legal Owner shall not be required to incur on its own account and shall be reimbursed quarterly by the Fund for reasonable costs or expenses incurred on behalf of the Fund including, but not limited to, formation costs, consultancy fees, interest charges, fees and expenses of independent attorneys and auditors, taxes and governmental fees, any expenses of issue, redemption or transfers of Participations, pricing services, expenses of printing and distributing reports, notices, proxy materials and other documents for Participants, reasonable charges for courier services, postage, telephone and faxing incurred by the Legal Owner performing the Services, costs of attending Fund Managers or Participants' meetings, insurance premiums and any other expenses which may be properly payable by the Fund (the "**Expenses**"). The Fund shall pay all the Expenses to the Legal Owner on a quarterly basis within 14 (fourteen) calendar days following receipt by the Fund of an invoice from the Legal Owner in respect of the Expenses. Costs in connection with the issuance of a legal opinion or legal advice from a reputable law firm are only payable by the Fund if the instruction for the legal opinion or legal advice is approved by the Fund.

## 9.3 Additional fees

- (a) The Legal Owner charge additional fees for the provision of Services where the volume of work required to be carried out by the Legal Owner is greater than expected, for example, as a result of the Legal Owner having to deal with unexpected situations such as (threatening) litigation against the Fund and/or the Fund Manager, (potential) seizure of assets of the Fund, any regulatory authorities requesting information from the Fund, the Fund Manager's (lack of) instructions, failure or delay in providing information, the Legal Owner having to deal with outstanding queries, the inaccuracy of any material, or otherwise.
- (b) Fees and Services not included in the Agreement or as meant in Clause 9.3 (a) will be charged on a time spent basis at the prevailing hourly rate commensurate with the work undertaken and the seniority of the person doing the work (see **Annex I** "Fee Schedule TMF as per January 1, 2014").

## 9.4 Inflation

- (a) The Fees will be automatically adjusted annually in case of inflation. The inflation percentage used for this clause is the percentage as set out in the annual mutation of the consumer price index (*consumentenprijsindex*) of Statistics Netherlands (*Centraal Bureau voor de statistiek*). The Fees and/or Expenses will be increased with this percentage. The adjustments shall take effect 1 (one) month after written notice of adjustment has been given to the Fund Manager.
- (b) In addition to Clause 9.4 (a), the Legal Owner is entitled to adjust the Fees and/or Expenses for currency changes and changing market circumstances, which adjustments take effect 1 (one) month after written notice of adjustment has been given to the Fund.

## 9.5 Taxes

All Fees and Expenses payable by the Fund to the Legal Owner hereunder shall be exclusive of any applicable VAT, sales tax or the equivalent thereof and shall be paid together with any such applicable VAT, sales tax or the equivalent thereof but otherwise free and clear of and without deduction or set-off of any amount in respect of taxes or any other amount whatsoever.

## **9.6 Payment and interest**

- (a) Any Fees and/or Expenses which are invoiced by the Legal Owner under the Agreement are to be paid within 14 (fourteen) calendar days after the relevant invoice date. If the Fees and/or Expenses are not paid within this payment term, the Fund shall be in default without a notice of default being required and the Legal Owner will be entitled to charge a late payment interest of 1% per month up to a maximum as authorised under Applicable Law. Late payment interest will accrue as per the first day when payment becomes overdue.
- (b) All costs incurred by the Legal Owner to collect any amounts outstanding either in connection with legal proceedings conducted or otherwise shall be borne and paid by the Fund or the Fund Manager on a time-spent basis. The Legal Owner is entitled to charge for each notice of default, reminder notice or request for payment of an overdue invoice. The minimum charged in respect of the collection of any outstanding amounts (either in connection with legal proceedings conducted or otherwise) will be EUR 40 (forty euro).
- (c) The Legal Owner shall be entitled to settle any amount due for the Services with any monies in the Fund's bank account or otherwise held by the Legal Owner on behalf of the Fund.
- (d) Subject to prior written notice, the Legal Owner is entitled to suspend or cease the provision of the Services with immediate effect whenever any Fees and/or Expenses due to the Legal Owner are not paid within 60 (sixty) calendar days from the relevant invoice date.

## **9.7 Miscellaneous**

- (a) If the Fund Manager withdraws its request to the Legal Owner to provide Services prior to the signing of an Agreement, but the Legal Owner has already spent time preparing for the provision of Services, the Legal Owner may charge all time spent at the prevailing hourly rate.
- (b) In the event the Agreement is terminated during the course of the calendar year, any fixed Fees paid upfront for that year will not be reimbursed.
- (c) All Fees and Expenses will be paid by the Fund or the Fund Manager without set off or counterclaim, free and clear and without deduction or withholding for or on account of any taxes, levies, imports, duties or other charges of whatever nature.

## **10. REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **10.1 Representations and Warranties by the Fund**

The Fund Manager represents and warrants to the Legal Owner that:

- (a) it has full power and authority to enter into this Agreement, and it has taken all necessary corporate action and has obtained all necessary authorisations and consents, to authorise the execution of this Agreement and appoint the Legal Owner as Legal Owner in accordance with the terms of this Agreement, and that this Agreement will constitute legal, valid and binding obligations of the Fund Manager enforceable against it in accordance with its terms;
- (b) to the best of its knowledge, information and belief as of the date of this Agreement, the Fund Manager or Fund is not engaged or about to engage in any litigation, enforcement or administrative proceeding or arbitration of any material importance and no such litigation, enforcement or administrative proceeding or arbitration is pending or threatened against it; and
- (c) to the best of its knowledge, information and belief, the Fund Manager or Fund is not in default under any contractual or statutory obligations whatsoever (including the payment of any tax) which materially and adversely affects, or is likely to materially and adversely affect, the business or financial condition of the Fund.

## **10.2 Covenant by the Fund Manager**

The Fund Manager covenants with the Legal Owner that during the continuance of this Agreement the Fund Manager shall not unreasonably stop, countermand, restrict or seek to restrain or otherwise interfere with any arrangements, instructions, procedures or authority pursuant to which the Legal Owner has taken action hereunder to the extent the Legal Owner has acted in good faith and in accordance with the terms of this Agreement and/or the Fund Documents.

## **10.3 Representations and Warranties by the Legal Owner**

- (a) The Legal Owner represents and warrants to the Fund Manager that it has full power and authority, and it has taken all necessary corporate action and has obtained all necessary authorisations and consents to authorise the execution of this Agreement and to perform its obligations and duties and provide the Services under this Agreement and that this Agreement will constitute legal, valid and binding obligations of the Legal Owner enforceable against it;
- (b) To the best of its knowledge, information and belief as of the date of this Agreement, the Legal Owner is not engaged or about to engage in any litigation, enforcement or administrative proceeding or arbitration of any material importance and no such litigation, enforcement or administrative proceeding or arbitration is pending or threatened against it; and
- (c) To the best of its knowledge, information and belief, the Legal Owner is not in default under any contractual or statutory obligations whatsoever (including the payment of any tax) which materially and adversely affects, or is likely to materially and adversely affect, the business or financial condition of the Legal Owner.

## 11. LIMITATION OF LIABILITY

### 11.1 Limitation of Liability

- (a) Nothing in this Agreement shall exclude or restrict (or prevent a Claim being brought in respect of) any liabilities which cannot lawfully be limited or excluded save to the extent permitted by mandatory Applicable Law.
- (b) In the absence of material breach of this Agreement by the Legal Owner, or failure to perform its duties, due to the gross negligence (*grove schuld*), fraud or willful misconduct (*opzet*), the Legal Owner shall not be liable to the Fund, any Participant, the Fund Manager or any other person on account of anything done, omitted or suffered by the Legal Owner in good faith. The Legal Owner shall be liable towards the Participants for any loss suffered by any Participant as a result of any act or omission of a third party which the Legal Owner has entrusted with any of the Fund Assets.
- (c) The Legal Owner shall not, under any circumstances whatsoever, be liable for indirect or consequential damages. Each party shall have the duty to mitigate damages for which the other party may become responsible.
- (d) In no event shall the Legal Owner or any of its affiliates, directors, officers or employees be liable for any loss of goodwill, revenues, profits or any consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense.
- (e) Any liability of the Legal Owner or any of its affiliates, directors, officers or employees will be reduced to take into account any contributory negligence on the part of the Fund Manager and/or the Administrator pursuant to Applicable Law and the extent to which the Fund Manager and/or the Administrator have caused or contributed to the relevant loss or liability.
- (f) Any liability of Legal Owner shall be limited to the amount paid-out in the relevant case by the professional liability insurance of Legal Owner. If the insurer makes no payment under the insurance, the liability of Legal Owner shall be limited to an amount which will not exceed the aggregate amount of fees paid for such part of the services that gave rise to the claim over a period of 12 (twelve) months prior to the occurrence of such damage, subject to a maximum of EUR 50,000 (fifty thousand euro). This limitation applies per year in the aggregate and not per Claim.
- (g) All Claims against Legal Owner shall in any event expire 3 (three) months after the moment that either the Fund or the Fund Manager is aware or could reasonably have been aware of the existence of said claim. In any event, all claims against Legal Owner shall lapse 12 (twelve) months after the act (or omission) that caused the damage.
- (h) The Legal Owner shall not be liable towards the Fund, the Fund Manager or the Participants for activities conducted or services rendered by third parties to the Fund (except third party which the Legal Owner has entrusted with any of the Fund Assets), the Fund Manager or the Participants or for any fees due to third parties for services rendered to the Fund, the Fund Manager or the Participants.

The Fund, the Fund Manager or the Participants shall indemnify and hold the Legal Owner harmless from and against any and all Claims in this respect.

## **11.2 Reliance**

The Legal Owner shall not be under any duty or obligation to inquire as to the validity or invalidity or authority or lack thereof of any statement, oral or written instruction, resolution, signature, request, letter of transmittal, certificate, opinion of counsel, instrument, report, notice, consent, order, or any other document or instrument which the Legal Owner believes in good faith to be genuine.

## **12. INDEMNITIES**

### **12.1 Indemnity**

- (a) The Fund Manager agrees to indemnify and keep indemnified the Legal Owner, its successors, directors, officers and agents or any other person who has been designated by the Legal Owner to act as director, managing director, supervisory director, secretary, general proxy-holder, officer, liquidator, attorney, agent or in any other capacity whatsoever of the Fund against any and all actions, proceedings, liabilities, obligations, losses, damages, penalties, actions, judgments, claims, demands, suits, costs, expenses or disbursements of any kind or nature and/or capacity whatsoever (for the purposes of this Clause 12.1, a “**Claim**”) made by the Fund or by any other company or person which may be imposed on, incurred by or asserted against any of them howsoever arising (other than by reason of gross negligence, fraud or willful misconduct of this Agreement on the part of the Legal Owner or any other Indemnified Party) in connection with the performance of the Legal Owner’s duties except such as shall arise from willful misconduct or gross negligence on the part of the Legal Owner, its successor or any such person as aforesaid.
- (b) This indemnity shall apply in favour and for the benefit of the Legal Owner, its successors and any such other person as aforesaid notwithstanding that there may be some defect in their or his appointments, qualifications or authority, as a trust in their respective favours and so as to be enforceable by each of them against the Fund Manager.
- (c) The indemnity shall continue in full force and affect notwithstanding any transfer of shares in the capital stock of the Fund Manager or the beneficial ownership thereof, until a new and similar undertaking has been entered into which in the opinion of the Legal Owner, is equivalent to the present indemnity. In that case the present indemnity will be terminated as from the date of the new undertaking.
- (d) The termination of this agreement or of the appointment of the Legal Owner or any person as aforesaid shall not relieve the Fund Manager of the obligation – hereby created – to indemnify with respect to acts or omissions of any or all of them occurring prior to such termination.

### **12.2 Fees, remunerations and/or expenses due and payable by the Fund**

The Fund Manager hereby agrees that notwithstanding the provisions of this Agreement it will be jointly and severally liable with the Fund for payment of any fees, remunerations and/or expenses due and payable by the Fund to the Legal Owner, its affiliates or employees.

### **12.3 Other indemnification**

- (a) Notwithstanding any other indemnification, either at law or contained in this Agreement, to which the Legal Owner may be entitled (which shall be in addition to, and not in substitution for, the following), the Fund agrees to indemnify and keep indemnified the Legal Owner, except as prohibited by law, which may be imposed on, incurred by or asserted against any of them arising from any inaccuracy or incompleteness of any information supplied by or on behalf of the Fund to the Legal Owner.
- (b) During and after termination of the Agreement, the Fund agrees to indemnify and hold the Legal Owner and any of its affiliates, directors, officers and employees harmless from and against any and all Claims from third parties relating to or arising from the provision of or the failure to provide the Services, except in the event of gross negligence, deliberate recklessness, willful misconduct or fraud on the part of the Legal Owner or any of its directors.

## **13. BOOKS AND RECORDS**

### **13.1 Ownership**

All records received or prepared by the Legal Owner in connection with their duties as Legal Owner of the Fund shall be the exclusive property of the Fund, save to the extent that such records are working papers, analysis or other documents or information prepared and required by the Legal Owner to fulfil their legal and regulatory obligations as Legal Owner of the Fund.

### **13.2 Inspection**

If the Legal Owner receives any request or demand for the inspection of any records in their possession, the Legal Owner will endeavor to notify the Fund Manager, unless in the reasonable opinion of the Legal Owner such notification would result in a breach of any applicable law, order or regulation to which the Legal Owner and/or the Fund is subject.

## **14. TERM AND TERMINATION**

### **14.1 Termination**

This Agreement shall continue in full force and effect unless and until terminated by either party giving to the other not less than 90 (ninety) days' prior written notice (or such shorter notice as that other party may agree to accept) provided that this Agreement may be terminated forthwith by notice in writing by:

- (a) either party if the other party goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved

in writing by the other party) or if a receiver is appointed over any assets of the other party; or

- (b) any act of omission of the Fund Manager in respect of the Fund (or if the Fund Manager or the group to which it belongs becomes subject to a regulatory investigation or public criticism) which in the opinion of the Legal Owner makes it unacceptable for them to continue to act as Legal Owner, including but not limited to suspicion of fraudulent or criminal activities of the Fund Manager or any of its affiliates.

The parties' respective obligations hereunder shall survive any termination of this Agreement. Termination of this Agreement does not affect the rights of the parties accrued prior to such termination.

#### **14.2 Rights and obligations on termination**

- (a) On the termination of this Agreement under this Clause 14 the Legal Owner shall be entitled to receive all fees and other monies accrued due up to the date of such termination.
- (b) In addition, the Fund must pay all reasonable costs and expenses of the Legal Owner performing its obligations in respect of the termination of its services. The amount payable by the Fund for the Legal Owner to perform the services and obligations provided for under this Clause is an amount equal to all expenses and liabilities reasonably incurred by the Legal Owner in performing those services and obligations and includes the costs of closing the Legal Owners' records maintained for the Fund. The amounts payable under this paragraph (b) shall be payable within 10 (ten) Business Days or upon receipt of an invoice from the Legal Owner.
- (c) Any Clause which expressly or impliedly has an effect after the termination, rescission or expiration of the Agreement will continue to be enforceable notwithstanding termination, rescission or expiration. This applies in any event for this Clause 14.2 (c) and Clauses 11, 12 and 14.3 hereof.

#### **14.3 Transfer of records and assets on retirement from office**

Subject to receipt by the Legal Owner of all fees, expenses and other monies accrued under Clause 14.2 in full, the Legal Owner shall deliver to the Fund or Fund Manager as it may direct all records (save as provided herein) and shall take all necessary steps to vest in the successor Legal Owner any assets previously held in the name of or to the order of the Legal Owner on behalf of the Fund. The services provided by the Legal Owner on termination may include copying and moving or shipping records and material to any successor service provider(s) to the Fund and providing any reasonable assistance to any such successor service provider(s). Pending payment of any outstanding fees, expenses and other monies due to the Legal Owner under this Agreement, the Legal Owner shall have a lien over, and shall be entitled to retain, all such books and records of the Fund as security for all such outstanding fees and other moneys due to the Legal Owner.

#### **15. FORCE MAJEURE**

Notwithstanding any other provision contained in this Agreement, neither party shall be liable for any action taken, delay or any failure to take any action required to be taken hereunder or otherwise to fulfil its obligations hereunder (including without limitation the failure to receive or deliver securities or the failure to receive or make any payment) in the event and to the extent that the taking of such action, delay or such failure arises out of or is caused by or directly or indirectly due to war, acts of terrorism, insurrection, riots, labour disputes, civil commotion, act of God, accident, fire, water damage, explosion, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond its reasonable control or the reasonable control of any delegate or securities system. The non-performing party shall use all reasonable efforts to minimise the effect of any force majeure. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for so long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

## **16. GENERAL**

### **16.1 Amendments and Waivers**

No provisions of this Agreement may be waived, amended or modified in any manner except by a written agreement properly authorized and executed by both parties hereto.

### **16.2 Choice of Law/Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands and the parties hereby submit to the non-exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

### **16.3 Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof whether oral or written.

### **16.4 Counterparts**

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Agreement by executing a counterpart.

### **16.5 Severability**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or



- (b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## 16.6 Notices

- (a) All notices and other communications under or in connection with this Agreement shall be given in writing, by facsimile or by e-mail. Any such notice will be deemed to be given as follows:
- (i) if in writing, when delivered by overnight courier service;
  - (ii) if by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the number of the recipient; when received; and
  - (iii) if by e-mail, on production of an e-mail receipt from the recipient to the sender which indicates that the e-mail was sent to the e-mail address of the recipient and has been opened by the recipient.

However, a notice given in accordance with the above but received on a day which is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.

- (b) The address, facsimile number and e-mail address of each party for the service of notices is as follows:

If to the Legal Owner:

Luna Arena  
Herikerbergweg 238  
1101 CM Amsterdam  
The Netherlands

Facsimile No. : +31 20 673 00 16  
Attention : Sandra Lombert / Saskia Engel  
E-mail address : [NL.special.projects@tmf-group.com](mailto:NL.special.projects@tmf-group.com)

If to the Fund Manager:

Privium Fund Management B.V.  
Gustav Mahlerplein 3, 26<sup>th</sup> floor, HFC Plaza  
1082 MS Amsterdam  
The Netherlands

Facsimile No. :  
Attention : Mark Baak  
E-mail address : [info@priviumfund.com](mailto:info@priviumfund.com)

## 16.7 Assignment

This Agreement shall be binding on and inure for the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights under this Agreement without the prior written consent of the other.

**16.8 Non-exclusivity**

The nature of the Legal Owner's function under this Agreement shall not preclude the Legal Owner or its affiliates from providing similar services to any other person.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed the day and year first above written.

**PRIVIUM FUND MANAGEMENT B.V.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TMF BEWAAR B.V.**

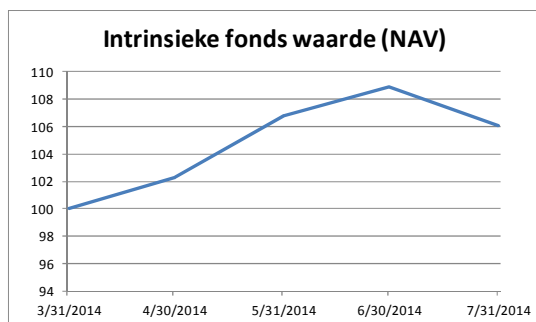
By: \_\_\_\_\_

Name: \_\_\_\_\_

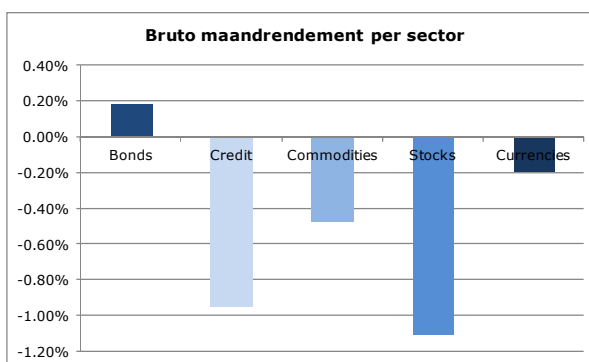
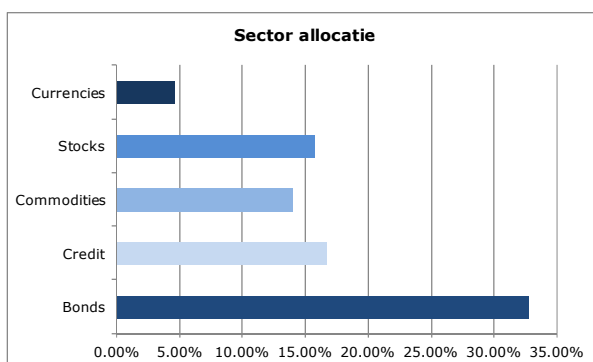
Title: \_\_\_\_\_

## SCHEDULE 5 HISTORICAL PERFORMANCE AND NET ASSET VALUE

### 1. HISTORICAL PERFORMANCE



	Windmill TEF	Wereld aandelen <sup>1*</sup>
Laatste maand	-2,60%	-0,81%
Dit jaar tot heden	NB	NB
Laatste 12 mnd	NB	NB
Totaal rendement	6,04%	3,90%
Rendement pj	NB	NB
Volatiliteit pj	NB	NB
Sharpe ratio	NB	NB
Terugval	NB	NB
Correlatie		NB



#### Windmill Trend Evolution Fund Maandrendementen

	Jan	Feb	Maa	Apr	Mei	Jun	Jul	Aug	Sep	Okt	Nov	Dec	Ytd
2014	-1.74%	2.94%	0.30%	2.31%	4.35%	1.98%	-2.60%						6.04%
2013	1.32%	-0.55%	1.49%	9.57%	-5.65%	-1.82%	1.66%	-1.91%	0.05%	5.91%	2.77%	0.98%	14.33%
2012	2.34%	0.39%	0.90%	1.24%	3.36%	-1.82%	3.70%	-0.46%	2.94%	1.41%	2.26%	1.58%	19.94%
2011	-1.48%	0.13%	-0.04%	2.17%	-0.29%	-4.12%	2.34%	11.18%	2.68%	-4.71%	-0.97%	2.34%	8.89%
2010	-0.38%	0.47%	5.15%	0.81%	-2.67%	2.00%	2.60%	5.40%	0.98%	3.53%	-4.03%	1.75%	16.79%
2009	-0.46%	0.90%	-1.31%	-2.33%	0.73%	-0.55%	4.72%	-0.12%	2.17%	-4.37%	2.26%	0.64%	2.26%
2008	4.13%	4.64%	0.30%	-0.55%	2.17%	4.64%	-5.22%	-0.04%	-6.16%	-0.29%	8.97%	6.08%	19.60%
2007	0.73%	-3.01%	-1.82%	5.15%	4.72%	-1.14%	3.96%	-5.14%	2.85%	3.02%	-1.06%	-0.55%	7.70%
2006	3.02%	2.85%	0.39%	4.72%	-3.52%	-1.06%	-0.89%	3.62%	1.58%	3.53%	1.92%	2.00%	20.28%
2005									1.75%	-4.03%	3.11%	0.39%	1.15%

\* Pro forma track record na aftrek van management fee en huidige maximale allocatie van 85%  
\* 2014 Ytd rendement sinds start datum Windmill Trend Evolution Fund (1 april)

### 2. LATEST NET ASSET VALUE

The latest Net Asset Value per Participation as at the date of this Prospectus is EUR 106.04.