

Information Memorandum



APPLE TREE FUND

15 FEBRUARY 2022

**Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.**



TABLE OF CONTENTS

| | |
|--|----|
| DEFINITIONS | 2 |
| IMPORTANT INFORMATION | 4 |
| 1. STRUCTURE, GENERAL INFORMATION | 5 |
| 2. INVESTMENT POLICY | 9 |
| 3. RISK FACTORS | 15 |
| 4. LEGAL ASPECTS OF THE FUND | 17 |
| 5. THE FUND MANAGER | 19 |
| 6. THE DEPOSITARY | 22 |
| 7. THE ADMINISTRATOR | 24 |
| 8. UNIT-HOLDERS | 25 |
| 9. DETERMINATION OF NET ASSET VALUE | 26 |
| 10. ISSUANCE OF UNITS | 28 |
| 11. REDEMPTION OF UNITS | 30 |
| 12. FEES AND COSTS | 32 |
| 13. TAX ASPECTS | 35 |
| 14. DIVIDEND AND PROFIT POLICY | 37 |
| 15. DURATION OF THE FUND, TERMINATION AND LIQUIDATION | 37 |
| 16. REPORTING AND OTHER INFORMATION | 38 |
| 17. STATEMENT BY THE FUND MANAGER | 40 |
| ANNEX I | 41 |

DEFINITIONS

Words and expressions in the Information Memorandum, as set out in the list of definitions below, that start with a capital letter, shall have the following meaning, unless the context requires otherwise (definitions in the singular have the same meaning in the plural and *vice versa*):

| | |
|-------------------------------------|--|
| Administrator: | the administrator appointed by the Fund Manager who is charged with the administration of the Fund |
| AFM: | Stichting Autoriteit Financiële Markten (<i>the Dutch Authority for the Financial Markets</i>) |
| Annex: | an attachment to the Information Memorandum that forms an integral part of the Information Memorandum |
| Auditor: | the financial auditor, accountant or other expert as referred to in Book 2, article 393, paragraph 1 of the Dutch Civil Code appointed by the Fund Manager and instructed to compile the Fund's financial statements |
| Business Day: | a day on which Euronext Amsterdam and the banks in the Netherlands are open for the execution of transactions in financial instruments |
| Depository: | the legal owner of the Fund's assets that has custody of the Fund's assets pursuant to the Fund's Terms and Conditions, such at the risk and expense of the Unit-holders; Stichting Bewaarder Apple Tree Fund (<i>Apple Tree Fund Depository Foundation</i>) |
| EUR: | euro, the legal tender of the European Monetary Union |
| Fund: | the mutual fund that the Fund Manager and the Depository have established under the name of Apple Tree Fund |
| Fund assets | the assets of the Fund held by the Depository for the benefit of the Unit-holders |
| Fund Manager: | a manager of an investment institution as referred to in Section 1:1 of the Dutch Financial Supervision Act Wft who is in charge of managing the Fund in accordance with the Fund's Terms and Conditions; Apple Tree Capital Partners B.V. |
| Fund's Terms and Conditions: | the Fund's Terms and Conditions as determined by the Fund Manager and the Depository and set out in Annex I (<i>Fund Terms and Conditions</i>) |
| Information Memorandum: | the Fund's information memorandum, including its annex(es), as amended from time to time |
| Investor: | a natural or legal person who subscribes to Units under the conditions set out in the Information Memorandum |

| | |
|--------------------------------------|--|
| Net Asset Value of the Fund | the intrinsic value of the Fund expressed in EUR, the value of the Fund's assets is determined in accordance with the accounting policies set out in Chapter 9 "Determination of the Net Asset Value" of the Information Memorandum, less the value of the Fund's liabilities and provisions, expressed in EUR |
| Net Asset Value per Unit: | the Net Asset Value of the Fund divided by the number of Units outstanding at any time, expressed in EUR |
| Ongoing Charges Figure (OCF): | the ratio which provides an insight into the total level of the Fund's costs, excluding transaction fees |
| Unit: | a participation right in the Fund's assets |
| Unit-holder: | the holder of one or more Units |
| Unitary Day: | a day on which the issue and/or redemption of Units by the Fund may take place, being: (i) the first Business Day of each calendar month; (ii) any other day determined by the Fund Manager or in consultation with the Depositary |
| Valuation Day: | the last Business Day preceding a Unitary Day at which the Fund Manager determines the Net Asset Value of the Fund and the Net Asset Value per Unit; this means that the value is determined on the basis of data that relate to the Valuation Day; the actual determination of the value will take place at a later stage |
| Website: | the website maintained by the Fund Manager for the purpose of the Fund: www.appletreecp.com |
| Wft: | the Dutch Financial Supervision Act (as amended from time to time) |

IMPORTANT INFORMATION

No person is authorized to give any information or make any representation in connection with the offering described in the Information Memorandum that is not contained in the Information Memorandum. If such information has been provided or such statements have been made, such information or such statements should not be relied upon as having been provided or made by the Fund Manager. The Information Memorandum does not constitute an offer of any financial instrument, nor an invitation to make an offer to buy any financial instrument other than the Units offered, nor an offer of any financial instrument or an invitation to a person outside the Netherlands to make an offer to buy any financial instrument.

The Information Memorandum is governed exclusively by Dutch law. Only the Dutch courts are competent with respect to disputes concerning the Information Memorandum and/or the allocation of Units.

In the event of a conflict, inconsistency, discrepancy or differences in interpretation between the Dutch-language version of this Information Memorandum, including its annex(es), and any version in another language, the Dutch-language version shall prevail.

Every investor is responsible for his/her own investment decision. With regard to any investment in the Fund, an investor may seek investment and/or tax advice from an investment and/or tax advisor.

It is possible for the investment in the Fund to increase in value. However, it is also possible that the investment in the Fund will generate little or no income and that all or part of the investment in the Fund will be lost.

The Information Memorandum has been prepared in accordance with the legislation and regulations in force at the time of publication. Changes in the applicable legislation and regulations, including tax regulations, can have both unfavorable and favorable consequences for the Fund and the value of the Units.

The Fund Manager is only liable to the Unit-holders for any losses they have incurred if such losses are the consequence of intent or gross negligence on the part of the Fund Manager. This also applies to work that the Fund Manager has contracted out to third parties.

No AFM supervision

The Fund Manager is registered with the AFM as an administrator exempt from the licensing requirement under Section 2:66a of the Wft. The Fund and the Fund Manager are therefore not subject to supervision by the AFM.

1. STRUCTURE, GENERAL INFORMATION

The main characteristics of the Fund are discussed below and further details are set out in the following chapters.

Date of establishment

The Fund was established on 18 December 2020.

Mutual fund

The Fund is a mutual fund. It is not a legal entity; it is an agreement between the Fund Manager, the Depositary, and each of the Unit-holders. On the basis of that agreement, the Fund Manager invests money at the risk and expense of the Unit-holders in assets held in the name of the Depositary for the Unit-holders. The Unit-holders are entitled to the Fund's assets in proportion to the number of Units they hold. The Fund is not a partnership, general partnership or limited partnership. Admission to the Fund only creates rights and obligations for the Unit-holders in relation to the Fund and not also in relation to the other Unit-holders.

Not listed on the stock exchange and limited transferability of Units

The Fund is not listed on any stock exchange.

In terms of transferability of the Units, the Fund has a so-called 'closed character': Units can only be sold to the Fund and to relatives by blood or marriage in the direct line of the Unit-holder.

Open end

Unless special circumstances arise as set out in Chapter 10. "Issue of Units" and Chapter 11. "Redemption of Units", the Fund will issue and/or redeem Units on a Unitary Day at the Net Asset Value per Unit. As the number of Units in the Fund may increase and decrease, it therefore has an open-ended character.

Fund Manager

The main duties and powers of the Fund Manager are:

- (i) determining and implementing the Fund's investment policy. The Fund Manager makes the decisions about the Fund's investment activities;
- (ii) being in charge of the Fund's administration (under direct management or outsourced);
- (iii) ensuring the correct and timely determination of the Net Asset Value per Unit; and
- (iv) ensuring that the Fund complies with applicable regulations.

(See further Chapter 4. "The Fund Manager".)

Depositary

The main duties and powers of the Depositary are:

- (i) guarding the interests of the Unit-holders;
- (ii) holding the Fund's assets for the benefit of the Unit-holders;
- (iii) ensuring that the Fund Manager manages the Fund's assets in accordance with the Fund's investment policy as described in the Information Memorandum and in accordance with the provisions of the Fund's Terms and Conditions;
- (iv) ensuring that the outgoing cash flows of the Fund correspond to actual costs incurred and that leaving Unit-holders receive proper compensation; and
- (v) checking whether joining Unit-holders receive the correct number of Units.

(See further Chapter 5. "The Depositary".)

Administrator

The main duties of the Administrator, under the responsibility of the Fund Manager, are: (i) keeping the financial accounts and investment records of the Fund; (ii) calculating the Net Asset Value of the Fund and the Net Asset Value per Unit; and (iii) keeping the Register.

Unit-holders

The Unit-holders are jointly (each in proportion to the number of Units he or she holds) economically entitled to the Fund's assets. The capital contributed by the Unit-holders is intended for collective investment at the risk and expense of the Unit-holders. (See further Chapter 7, "Unit-holders".)

Legal relationship between Unit-holders, Fund Manager and Depositary

The legal relationship between the Unit-holders, the Fund Manager and the Depositary is governed by the provisions of this Information Memorandum and by the provisions of the Fund Conditions, which form part of the Information Memorandum and have been included as Annex I.

Net Asset Value

The Fund Manager will determine the Net Asset Value per Unit at least once a month, as set out in Chapter 9. "Determination of Net Asset Value".

Minimum amount of participation

The minimum participation in the Fund is EUR 100,000 per investor.

Expansion in the Fund for Unit-holders is possible in the following ways:

- (i) at any point in time of at least EUR 2,500 (every additional deposit requires a change form);
and
- (ii) on a fixed monthly basis of at least EUR 1,000 (only a single change form is required).

A fixed monthly expansion will be continued until cancellation from the Unit-holder (via a change form).

For the avoidance of doubt, a Unit-holder can make use of both expansion possibilities during his or her participation in the Fund. In other words, a Unit-holder can participate in the monthly expansion (expansion option (ii)), and at any point in time, deposit additional capital (expansion option (i)) via a change form.

Requests for issue or redemption

A request for the issue or redemption of a Unit can be addressed to the Administrator, by means of the relevant forms provided for that purpose. The Fund Manager is not required to honor a request for issue. (See further Chapter 10. "Issue of Units" and Chapter 11. "Redemption of Units, transfer".)

Tax aspects of the Fund

Because of the limited transferability of Units, the Fund is classified as "fiscally transparent" in terms of corporate tax. As a result, the Fund is not liable for Dutch corporate income tax.

No AFM supervision

The Fund Manager is registered with the AFM as an administrator exempt from the licensing requirement under Section 2:66a of the Wft. The Fund and the Fund Manager are therefore not subject to supervision by the AFM.

Investor profile

An investment in the Fund is particularly suitable for an investor:

- who needs a liquid investment in their investment portfolio;
- who wishes to have (part of) the investment portfolio managed on the basis of a fixed investment strategy performed by an external manager;
- who is willing and able to accept the risk of depreciation of the investment and who can also bear this risk;
- who does not need income from this investment;
- who seeks a return of more than 0%.

General information on the parties involved in the Fund

| | |
|-------------------------|--|
| Fund: | Apple Tree Fund P/A Apple Tree Capital Partners B.V. Heikantstraat 35 5261 XM Vught |
| Fund Manager: | Apple Tree Capital Partners B.V. Heikantstraat 35 5261 XM Vught |
| Depositary: | Stichting Bewaarder Apple Tree Fund (<i>Apple Tree Fund Depositary Foundation</i>) P/A AssetCare Bewaarder Services B.V. Strawinskylaan 1425 Tower B, 14 th floor 1077 XX Amsterdam Email assetcare@assetcare.nl Telephone: +31 (0)20 470 3550 |
| Administrator: | AssetCare B.V. Strawinskylaan 1425 Tower B, 14 th floor 1077 XX Amsterdam Email assetcare@assetcare.nl Telephone: +31 (0)20 470 3550 |
| Depositary bank: | ING Bank N.V. Bijlmerplein 888 1102 MG Amsterdam |
| Broker: | LYNX B.V. / Interactive Brokers Ltd. Herengracht 527 1017 BV Amsterdam |
| Auditor: | db – adviseurs Einsteinbaan 12 3439 NJ Nieuwegein |
| Legal adviser: | Van Zaal Advocatuur B.V. Entrada 501 1114 AA Amsterdam |

2. INVESTMENT POLICY

Vision and philosophy

We believe in a more balanced world, with equal opportunities. With this Fund, we want to ensure that a broad public with different levels of expertise, interest and investment objectives can benefit from a low-risk investment strategy that until now has mainly been used by a small group of investment experts, such as market makers and option traders.

We approach investing as a low-risk, flexible, profit-generating and above all stress-free method of making capital work for people. In this approach, the Unit-holder determines his or her desired investment amount and whether returns are reinvested or distributed in the interim, and the Fund Manager does the rest.

Sustainability

The Fund's impact on the planet and people is very limited. But we want to go further than that. Our ethos is one of responsibility and accountability - we want to do our bit where we can. We are committed to minimizing our ecological footprint, and compensating for CO2 emissions wherever possible.

We build a strong, well thought-out and secure business structure, by appointing and involving external advisors with diverse backgrounds and experiences that complement our own input.

When we are hiring, we will be an equal opportunity employer and we will proactively apply a gender lens to our hiring policies and partners. In addition, we plan to extend our investment strategy to sustainability indices, once these meet our liquidity requirements. We want to let the Unit-holders know that their capital is in good hands and that we are committed to using that capital in a sustainable way.

Investment objective

The Fund aims to generate a stable short-term and long-term net return for its Unit-holders of at least 6% per annum (after all fees and costs), while minimizing risks and focusing on capital preservation.

Investment policy

The Fund insures market participants against highly improbable events in global, regulated equity markets. These risks are also referred to as tail risks. The Fund achieves this by investing worldwide in derivatives on indices, with a focus on selling ('writing') short-term put and call options. To insure against tail risks, the Fund receives premiums from market participants who purchase the Fund's options.

Explanation of the term 'options'

An option is a right to buy or sell a specific good (such as a share, a basket of shares or an index) within an agreed period at a set price ('exercise price'). There are two types of options: call options and put options. A call option gives someone the right to buy, and a put option gives the right to sell. An option contract is concluded between a buyer and a seller ('writer') of the option. If the underlying asset (e.g. share) reaches (or exceeds) the exercise price during the specified period, the buyer may exercise the option and the writer is required to comply with this request.

Example: a share A is at 100. Someone buys a call option on share A with an exercise price of 110, and the option is valid for 45 days. The premium that the buyer pays to the writer is EUR 1. If the price of share A does not reach or exceed 110 within these 45 days, the option expires worthless and the writer has earned EUR 1. If the price of share A is at 115 within these 45 days, the buyer may buy the share

for 110 and the writer will have to deliver share A at the spot price or pay the difference in cash to the buyer. So the buyer wins $115-110-1=4$. The writer loses 4 in this case.

In the case of an option on an index, everything will be settled in cash, because it is not possible to 'deliver' an index.

Exchanges on which options are traded prescribe so-called 'margin' requirements for writing options. This margin is liquid capital (such as cash, stocks, precious metals) that writers must hold with the broker in order to write options. Exchanges do this to ensure that option writers can meet their obligations. This means that writing options requires capital (in this case part of the Fund's capital) that cannot be used for investing.

Markets in which investments may be made

The Fund may invest in derivatives traded on regulated markets anywhere in the world. The Fund Manager will focus primarily on Europe (including the United Kingdom) and the United States of America.

Investment universe

The Fund Manager has constructed an "investment universe" for the Fund that consists of derivatives in which the Fund may invest. The Fund may invest in a derivative that meets the following criteria:

- (i) the derivative is negotiable on a regulated market anywhere in the world; the Fund focuses in particular on regulated markets in Europe (including the United Kingdom) and the United States of America;
- (ii) it concerns a derivative (put or call option) of a (stock) index;
- (iii) the index and the relevant derivatives (derivatives market) must show high liquidity and tradability (characterized by high daily volumes, relatively low bid-ask spreads, and relatively high open interest); and
- (iv) it is a short-term derivative, which means that the expiration date (exercise date) of the derivative concerned is not more than 60 calendar days in the future.

The Fund Manager may at any time evaluate, revise and adjust the investment universe as described above (see 'Changes in the investment policy and investment restrictions' below).

Investment methodology

The Fund Manager uses a traditional, established investment methodology that is currently used mainly by a limited group of financial experience experts, such as market makers and option traders.

The Fund Manager invests in index derivatives by selling (or 'writing') put and call options on indices. Based on econometric models, the Fund Manager makes an estimate of the volatility in the relevant period, which then indicates at what time which options can best be written. The Fund Manager writes these options far out of the money (see under "Risk management"). The writing of options by the Fund is always set off by one or more counterparties buying these options. Options are purchased by investors in the market as an insurance against extreme conditions (tail risk).

For writing the options, the Fund receives a premium each time the Fund takes such a position. These options are written with a short expiration. This term is the investment period of the Fund (maximum 60 calendar days). During the investment term, the Fund Manager follows geopolitical developments and their possible effects on the financial markets, including the development of volatility. Depending on the (expected) volatility development, the Fund Manager decides (i) to 'roll over' current options to the next investment period before the expiration date (i.e. to buy back the written options before

the expiration date and simultaneously write new options for a subsequent period with the same or a new exercise price), or (ii) to let the current options expire at the expiration date and subsequently write new options for the subsequent period. Rolling over will only be applied if the Fund Manager sees an opportunity to make use of extra volatility in the market, without increasing the risk. This process is repeated each investment period.

Explanation of the term 'investment period'

The investment period is the period between writing the options and the expiration date of these options. It is the period in which the Fund has a position (exposure) and has written options. This period will never exceed 60 calendar days (two (2) months), and in most cases will be between 30 and 45 days.

For example, on Thursday November 5, 2020, the Fund writes new options with December 18, 2020 as the expiration date. (The third Friday of the month is by definition the expiration date of the type of options written by the Fund). The investment period is then 43 (calendar) days. Due to volatility developments, the Fund Manager decides on Monday, December 14 to 'roll over' the options to January 15, 2021. This new investment period is then 32 days.

Risk management

The Fund's objective is to generate stable short-term and long-term returns at minimum risk. Capital preservation is therefore the priority of the Fund.

Writing options as an investment strategy is sometimes generically perceived as 'risky'. However, this depends on the specific interpretation of the strategy. Within a clear and controlled risk framework, writing options can be used as a low-risk investment strategy. This is the interpretation used for the Fund.

Explanation of 'risk of writing put options on an index'

When writing put options, the Fund will set the price ('exercise price') at which to sell below the current value of the index at the agreed time ('exercise date'). This is called 'out of the money', or 'OTM'. This gives the buyer of the put option insurance in case the actual value of the index drops below the exercise price. The writer of the put option, on the other hand, does not expect the spot price to fall below the exercise price.

For a put option on an index, no underlying asset is traded; the transaction is settled in cash. Specifically, this works as follows. When buying a put option, the buyer pays a premium for insurance to the seller. This premium is the value of the option at that moment. If the index falls towards the exercise price, the value of such an option will increase. However, the value of the option will still be 0 on the exercise date if the index value is higher than the exercise price on the exercise date. To be clear, during the investment period, the value of the option may temporarily increase (negative for the writer), while this option eventually expires worthless. If, on the exercise date, the spot price is below the exercise price, the buyer will 'call in' the insurance and the writer of the option will be required to buy back the option at the spot price (premium) applicable at that time. In that case, the writer may incur a loss.

The primary risk that the Fund runs when it writes put options on an index is that the value of the index will fall below the exercise price and the Fund will be required to buy back the option at the (higher)

premium. The risk management is aimed at (i) reducing the probability of this occurrence and (ii) if it does happen, intervening in time and closing the position at a limited loss.

The Fund Manager has developed a risk management system specifically for this strategy over more than 20 years. The system consists of strict rules that remove emotion from the decision-making process. This risk management system ensures the consistent, stable returns described above under *Investment Objective*, and consists primarily of the following principles:

- i. When taking positions:
 - In addition to the aforementioned minimum margin requirements of the stock exchanges on which the Fund trades, additional buffers are applied to absorb shocks. In total, a cash buffer of at least 8% of the invested capital is held as liquid assets (see under "Liquidity"). This means that part of the Unit-holders' invested capital is *not* invested in derivatives. Although this reduces the potential return - after all, no premiums are received on this part of the capital - it does reduce the risk.
 - Options are written 'out of the money' ('OTM'). This means that options are chosen with an exercise price that is far from the price of the underlying index at the time of the transaction. The further an option is OTM, the less likely it is that the spot price of the underlying asset will approach the exercise price of the option and thus that the 'insurance' will be invoked by the counterparty. In summary, the further OTM, the lower the risk. Based on econometric models, ranges are determined for the extent to which options are written OTM. Again, the potential return is reduced - because it is more unlikely that the insurance will be called on, it is logical that a lower premium is paid for it - but this does reduce the risk incurred by the Fund.
 - Short investment cycles are chosen. Each investment period lasts less than 60 calendar days (i.e. option expiration dates fall within a period of 60 calendar days from the day the position is taken). The reason is that short periods reduce the risk of shocks and negative option price fluctuations.
- ii. After taking the positions:
 - The Fund Manager monitors geopolitical developments, global equity markets and the impact on positions taken on a daily basis.
 - The Fund Manager determines risk indicators on the basis of market information. If these indicators show that the risk increases above the limits set within the risk framework, the Fund will buy back the positions (against a potential (minor) loss for the relevant investment term). In practice, this will often go hand in hand with higher volatility in the markets, as a result of which a potential (minor) loss can be amply compensated in the following investment periods (higher volatility means higher premiums).
 - Apart from these fixed indicators, market information is used to take additional risk-reducing actions where necessary, or to close positions early in order to improve the risk/return ratio.
 - The market liquidity of the options is monitored, to ensure that positions can be closed before liquidity becomes too low.

All these measures reduce the risk, and therefore also the potential return. Please note that all these measures have been taken into account in determining the target rate of return for the Fund. In other words, the 'cost' of reducing risks is included in determining the target return and past returns.

Debt

The Fund may raise up to 10% of the Net Asset Value of the Fund in debt exclusively for one or more of the following purposes:

- (i) to be able to meet the Fund's obligations arising from the redemption of Units without having to redeem investments;
- (ii) to bridge temporary liquidity shortfalls in the case of purchasing securities that have to be paid for with the proceeds from the sale of other securities; or
- (iii) to meet a temporary liquidity need (until the next expiration date and/or date of new transactions).

This means that at any given time, no more than 110% of the Fund's total capital may be invested.

As collateral for the repayment of such financing, the Fund Manager may pledge the financial instruments held by the Fund to the provider of the debt.

Since a Unit-holder can lose no more than his/her investment in the Fund's capital, there is no obligation for a Unit-holder to pay any shortfall arising from such a loan that cannot be satisfied from the Fund's assets.

Use of derivatives to hedge currency risk

The Fund invests in financial instruments that may be denominated in currencies other than Euro. This means that the Fund may run a currency risk.

Although in principle, the Fund does not hedge such currency risks, it may do so if the Fund Manager considers this to be sensible. The invested capital of the Unit-holders is not subject to currency risk; only the profits may be subject to currency risk in the case of investment in indices denominated in another principal currency (such as the US dollar-denominated S&P500).

Liquidities

In order to maintain the necessary liquidity, the Fund will hold at least 8% of its capital in cash or cash equivalents, such as (interest-bearing) investments in money market funds, gold or precious metal trackers. Depending on market conditions, the Fund Manager may decide to deposit the non-invested funds with one or more banks at a short-term interest rate or to invest in (government) bonds. It is also possible to invest in money market-oriented listed investment institutions.

Investment restrictions

When executing its investment policy, the Fund will adhere to the following restrictions:

- (i) no more than 92% of the Fund's assets may be invested through the purchase of a financial instrument¹. Once the value of a position has reached this limit, there shall be no further transactions in financial instruments that would increase the aforementioned percentage;
- (ii) no more than 10% of the Net Asset Value of the Fund may consist of debt for the purposes described above under Debt;
- (iii) the Fund may not invest in derivative markets with limited liquidity. This is assessed on the basis of the above-mentioned factors (daily volumes, bid-ask spreads, and the 'open interest'). At the start of the Fund, 'liquid indices' are defined as the AEX, the DAX and the ESTX50 and indices with comparable derivatives volumes. If the Fund Manager wishes to add a new index (with tradable derivatives) to the investment universe, this must meet the above-mentioned indicators; and
- (iv) the Fund may not invest in individual shares and/or their derivatives.

¹ In order to always meet the minimum 8% cash buffer.

If the Fund exceeds one or more restrictions, the Fund Manager will aim to restore compliance with all restrictions as soon as possible and in any event within four (4) calendar weeks. If the Fund fails to meet the restrictions after four (4) calendar weeks, the Fund Manager will inform the Unit-holders accordingly via the email address of the Unit-holders as listed in the Register and/or on the Website.

Changes to the investment policy and investment restrictions

A substantive change or a proposal for a substantive change of the investment policy will be announced via the email address of the Unit-holders as listed in the Register and/or on the Website, at the Fund Manager's discretion.

An amendment to the Investment Policy will not be implemented until one (1) month after the proposed amendment has been posted on the Website.

During this period, the Unit-holders are entitled to have their Units in the Fund redeemed by the Fund in accordance with the applicable terms and conditions as described in Chapter 10, "Redemption of Units". If the Fund is unable to redeem a Unit offered by a Unit-holder following a change in the Fund's Terms and Conditions or the Information Memorandum as referred to above, the Fund Manager will not implement the change unless the Fund Manager is required to do so by law or pursuant to regulations.

3. RISK FACTORS

General

An investment in the Fund involves financial opportunities, but also financial risks associated with investing in general and investing in derivatives in particular.

It is possible for the investment in the Fund to increase in value. However, it is also possible that an investment in the Fund will generate little or no income and that all or part of the investment in the Fund will be lost. When investing in the Fund, a Unit-holder cannot lose more than the initial investment.

The Fund invests in derivatives and will hold a limited portion of the Fund's capital in cash. Furthermore, the Fund may borrow money in certain cases. This means that there is a risk that the Fund's liabilities may exceed its assets, as a result of which the Fund's assets must be liquidated. In such a situation, the Unit-holders lose part of their investment in the Fund.

When investing in the Fund, a number of risks must be distinguished. Below is a summary of the risks material to an investment in the Fund. This is not an exhaustive list of the risks associated with an investment in the Fund. Non-material risks have not been included in the overview. Additionally, risks may occur that the Fund Manager could not foresee at the time of publishing the Information Memorandum.

Risks of a general economic and political nature

Investments of the Fund are subject to risks of a general economic nature such as a decline in economic activity, a rise in interest rates, inflation, a rise in commodity prices, deflation, natural disasters or war. The value of the Fund's investments may also be affected by political developments and terrorist activities.

Risk of value fluctuations of derivatives

The Fund invests in negotiable derivatives in liquid markets. These products have a volatile nature, meaning that the value of the investments may fluctuate during the investment period.

Capital market risk/systemic risk

This is the risk that a market as a whole will not function for a shorter or longer period, which may have a negative impact on the price level of the Fund's investments.

Concentration risk

The Fund will invest in only a limited number of indices. This may result in stronger fluctuations in the Net Asset Value of the Fund than if it invested in a larger number of indices.

Currency risks

In principle, the Fund does not hedge currency positions. The invested capital of the Unit-holders is not subject to currency risk; only the profits may be subject to currency risk in the case of investment in indices denominated in another principal currency (such as the US dollar-denominated S&P500).

Leverage effect

The Fund may borrow up to 10% of the Net Asset Value of the Fund. This may create a so-called 'leverage effect' which causes larger losses or profits than if no credit had been taken out. However, this risk is limited because no credit will be taken out as part of the investment policy, but only to meet a temporary liquidity need.

Dependence on two people

For the management of its portfolio and the performance of its other duties, the Fund is heavily dependent on Mr R.A.J.E. Hennekens and Mr M.W.M. Kerste. If both are no longer able to carry out activities on behalf of the Fund for whatever reason, this could have adverse consequences for the Fund. In such a case, the Depositary will convene a meeting of Unit-holders within two (2) weeks after this situation arose. At that meeting, a decision will be made based on proposals developed by the Depositary, on whether to terminate the Fund or to continue it in a modified form or otherwise. In the meantime, the Depositary will take measures to the best of its ability to protect the interests of the Unit-holders.

Risk of limited redemption

Units can only be transferred to the Fund. In principle, the Fund is only required to redeem Units once a month on a Unitary Day, although the Fund Manager is entitled to suspend redemptions in certain circumstances or to only partially honor redemption requests (see Chapter 10, "Issue of Units" of the Information Memorandum).

Risk of legislative and fiscal changes

This is the risk that the tax treatment of the Fund changes in a negative sense or that other legislation is enacted that has a negative impact on the Fund and its Unit-holders.

Inflation risk

This is the risk that the purchasing power of the amount invested in the Fund may decrease in the event of monetary depreciation.

Broker risk

There is a risk that the broker through which the Fund conducts derivatives transactions may change its policy (in particular with regard to margin requirements and transaction fees), which could have a positive or negative effect on the (expected) returns of the Fund.

Settlement risk

This is the risk that settlement through a payment system does not take place as expected, because payment or delivery of the financial instruments by a counterparty is not made, not made on time or not made as expected.

Risk of loss of assets held in custody

In the event of insolvency, negligence or fraudulent action by the Depositary, there is a risk of losing assets held in custody.

4. LEGAL ASPECTS OF THE FUND

The Fund

Legal form

The Fund is a mutual fund ("MF"; "FGR" in the Netherlands). An MF is a contractual relationship between the Fund Manager, the Depositary and the Unit-holders, which is defined by the contents of the Information Memorandum and the Fund's Terms and Conditions.

The Fund is located at the offices of the Fund Manager:

C/O Apple Tree Capital Partners B.V.
Heikantstraat 35
5261 XM Vught

Because of the legal form of the Fund, a Mutual Fund, it cannot be registered in the commercial register of the Chamber of Commerce. The Fund is entered into by the Fund Manager and the Depositary signing the Fund's Terms and Conditions. The Fund is managed by the Fund Manager. The Depositary is responsible for the rights and obligations of the Fund. The Unit-holders will participate in the Fund on the basis of the Fund's Terms and Conditions and the Information Memorandum, which govern their acquisition of Units.

Qualification of the Fund

In case law and relevant literature, a Mutual Fund is regularly regarded as a partnership. This is called (the risk of) re-qualification. Whether or not a Mutual Fund is deemed to be a partnership is particularly important for the applicability of the statutory rules on joint and several liability of the partners.

In order to counteract the risk of re-qualification, the Fund's Terms and Conditions stipulate that it does not constitute an agreement between one or more Unit-holders, nor is it a partnership, and that neither the acceptance of the Fund's Terms and Conditions nor any action taken to execute these create any rights and obligations between Unit-holders.

Key Fund Documentation

The rights and obligations of those involved with the Fund are set out in the following documents:

- (i) the Fund's Terms and Conditions; and
- (ii) the Information Memorandum.

These documents are governed by Dutch law. The competent court in the district of Oost-Brabant in Den Bosch will decide on any disputes arising in connection with the aforementioned documents, including disputes concerning their existence and validity.

The aforementioned documents are available on the Website and may also be obtained free of charge on request at the offices of the Fund Manager.

Amendment of the Fund's Terms and Conditions and/or the Information Memorandum

The Fund's Terms and Conditions and/or the Information Memorandum may only be amended by the Fund Manager and the Depositary jointly.

The Fund Manager will inform the Unit-holders of any substantive proposed amendment to the Fund's Terms and Conditions and/or the Information Memorandum by posting the proposed amendment and an explanation on the Website and/or by sending the proposed amendment to the (email) address of the Unit-holders as listed in the Register.

After the amendment has been implemented, the Fund Manager will publish the amendment on the Website, together with an explanation if and to the extent that the amendment differs from the previously published proposal for amendment.

An amendment of the Fund's Terms and Conditions and/or the Information Memorandum that (i) reduces the Unit-holders' rights or certainties; or (ii) imposes charges on them; or (iii) modifies the Investment Policy will not be invoked or introduced until one (1) month after publication of the proposed amendment on the Website.

During this period, the Unit-holders are entitled to have their Units in the Fund redeemed by the Fund in accordance with the applicable terms and conditions as described in Chapter 10, "Redemption of Units". If the Fund is unable to redeem a Unit offered by a Unit-holder following a change in the Fund's Terms and Conditions or the Information Memorandum as referred to above, the Fund Manager will not implement the change unless the Fund Manager is required to do so by law or pursuant to regulations.

5. THE FUND MANAGER

Introduction

Apple Tree Capital Partners B.V. is the Fund Manager of the Apple Tree Fund. The Fund Manager is responsible for the full management of the Fund in accordance with the Fund's Terms and Conditions and the Information Memorandum and determines the investment policy of the Fund. The Fund Manager acts in the interests of the Unit-holders.

The Fund Manager is a private company with limited liability incorporated under Dutch law, with its registered office and principal place of business at

Heikantstraat 35
5261XM Vught.

The Fund Manager is listed in the commercial register of the Chamber of Commerce under number 80425690. An extract from the commercial register is published on the Website. The Fund Manager's Articles of Association may be obtained from the Fund Manager free of charge on request.

The Fund Manager is included in the register maintained by the AFM pursuant to Section 1:107 of the Wft as an administrator exempt from the licensing requirement under Section 2:66a of the Wft. The Fund is therefore not within the scope of supervision by the AFM.

The register of registered fund managers maintained by the AFM in which the Fund Manager is included can be consulted on the AFM website www.afm.nl.

Main tasks

To the extent of its full power, the Fund Manager will ensure that the conditions for obtaining and retaining the status of a closed-end mutual fund are satisfied at all times.

The Fund Manager also performs the following main tasks:

- (i) investing the assets that are part of the Fund's assets;
- (ii) entering into obligations on behalf of the Fund;
- (iii) determining the Net Asset Value of the Fund and the Net Asset Value per Unit;
- (iv) preparing the financial statements of the Fund; and
- (v) providing information to Unit-holders.

The Fund Manager has sub-contracted the above-mentioned tasks under the third and fourth indent to the Administrator. The Fund Manager may also outsource other tasks to third parties. Regardless of whether the tasks have been outsourced, the Fund Manager remains responsible for the performance of these tasks.

The Depositary has granted the Fund Manager a power of attorney to dispose of the Fund's assets in order to perform the Fund's management in accordance with the Fund's Terms and Conditions.

The Fund Manager's Board of Trustees

The Board of Trustees of the Fund Manager consists of:

Roger Hennekens (1976)

Roger has over 20 years of experience in active investing in derivatives (options) and equities, international experience in Private Equity, Mergers and Acquisitions (M&A), development finance, and strategy consulting.

- Began developing and implementing the investment methodology used by the Fund in the late 1990s;
- Actively managed his own equity and derivatives portfolio and developed the current rules-based risk management system over the course of more than 20 years, using his econometric background as a basis;
- Four years of Private Equity and M&A in Bangladesh and Dubai, with a strong connection to public equity markets;
- Four years of development finance at FMO, the leading development bank in the Netherlands, with a focus on delivering capital solutions in developing markets, such as Bangladesh, Myanmar, and Vietnam;
- Founder of a credit fund (USD 5m) in East Timor for entrepreneurs who did not have access to capital (in partnership with the IFC / World Bank);
- Five years M&A at ABN AMRO / RBS and Kempen in the Netherlands, with in-depth knowledge of international equities and derivatives markets;
- Five years of strategy consulting at Accenture in the Netherlands;
- Supports (financially and otherwise) several pupils, students and schools in the Netherlands and developing countries, as well as several initiatives to support and research the protection and conservation of oceans;
- Holds a Master of Science (MSc) degree in Econometrics, Quantitative Finance, from Tilburg University, the Netherlands.

Marco Kerste (1976)

Marco has over 20 years of finance experience, of which 10 years in the banking sector, with an emphasis on risk management, and over 10 years in (scientific and commercial) financial research and consultancy.

- Previously director of research firm Atlas Research;
- Founder of his own research and consultancy practice, Kerste Onderzoek & Advies;
- Eight years of (scientific) research and consultancy at SEO Economic Research, head of Financial Markets & Finance;
- One year of Strategy Management at the Dutch Authority for the Financial Markets (AFM), responsible for preparing strategy;
- Employed at Fortis Bank for over eight years, with a focus on international Credit & Risk within Commercial Finance, co-responsible for setting up a Fortis start-up, and Integration Strategy Fund Manager within Commercial Finance after the acquisition of ABN Amro;
- Policy officer at De Nederlandsche Bank;
- Author of several published studies and (scientific) articles on financial markets and finance;
- Author of two books on economics: 'Financing Sustainability' and 'Letterbox Society - The impact of special financial institutions on the Dutch economy';
- Holds a Master of Science (MSc) degree in Financial Economics, from Tilburg University, the Netherlands.

Liability of the Fund Manager

The Fund Manager is only liable to the Unit-holders for any losses they have incurred if such losses are the consequence of intent, fraud or gross negligence on the part of the Fund Manager.

Termination of the Fund Manager

The Fund Manager will cease to act as Fund Manager in the following cases as set out in the Fund's Terms and Conditions:

- (i) voluntary resignation by the Fund Manager;
- (ii) dissolution of the Fund Manager;
- (iii) bankruptcy of the Fund Manager, suspension of payments of the Fund Manager, or loss of free disposal of its assets for any other reason; and/or
- (iv) the revocation by the AFM of the registration of the Fund Manager pursuant to Section 2:66a of the Wft.

The Depositary will inform the Unit-holders if the Fund Manager ceases to manage the Fund or if the Board of Trustees of the Fund Manager are no longer able to perform activities on behalf of the Fund. If any of these situations occurs, the Fund will be dissolved in accordance with the procedure described in Article 18 of the Fund's Terms and Conditions.

Annual financial statements of the Fund Manager

The annual financial statements of the Fund Manager will be available for inspection at the offices of the Fund Manager within six (6) months of the end of the full calendar year, and a copy may be obtained free of charge.

6. THE DEPOSITARY

Introduction

The Depositary is Stichting Bewaarder Apple Tree Fund (*Apple Tree Fund Depositary Foundation*).

The Stichting Bewaarder Apple Tree Fund (*Apple Tree Fund Depositary Foundation*) is a foundation under Dutch law, with its registered office and principal place of business in Amsterdam:

C/O AssetCare Bewaarder Services B.V.
Strawinskylaan 1425, Tower B, 14th floor
1077 XX Amsterdam.

The Depositary is listed in the commercial register of the Chamber of Commerce under number 80501354. An extract from the commercial register may be inspected by the Fund Manager. The Articles of Association of the Depositary are available from the Fund Manager free of charge on request.

Board of Trustees of the Depositary

AssetCare Bewaarder Services B.V. forms the Board of Trustees of the Depositary.

AssetCare Bewaarder Services B.V. is listed in the commercial register of the Chamber of Commerce Amsterdam under number 34234875.

The Board of Trustees of AssetCare Bewaarder Services B.V. consists of:
Bram Schrijver.

AssetCare Bewaarder Services B.V. acts as a Trustee of the fund depositary for a large number of investment funds.

Purpose and tasks of Depositary

The Depositary's statutory purpose is:

The aim of the Foundation is to act as the legal owner of the capital of investment funds managed by Apple Tree Capital Partners B.V., listed in the commercial register of the Chamber of Commerce under number 80425690, as referred to in Section 1:1 of the Wft, such in accordance with the management and custody conditions (Fund's Terms and Conditions) of the investment funds, including - without any profit motive for itself - at the risk and expense of the participants in the investment funds:

- (i) holding the fund assets of one or more investment funds as defined in the terms and conditions of management and custody of the investment funds;
- (ii) obtaining, holding, managing and disposing of and entering into transactions involving the assets of the investment funds;
- (iii) (arrange for) custody and administration of the fund's assets as defined in the Fund's Terms and Conditions of the investment funds;
- (iv) entering into obligations, providing collateral under the law of obligations and under property law for liabilities and assets in relation to the property of the investment funds; and
- (v) performing all actions associated with, resultant from or conducive to the above.

The Depositary is entitled to the Fund's assets. The Depositary holds all rights and obligations that are or will be part of the Fund's assets at the risk and expense of the Unit-holders.

Obligations that are or will be part of the Fund are or will be concluded in the name of the Depositary, with the Depositary representing the Fund. The Depositary cannot represent the Unit-holders.

The main duties and powers of the Depositary are:

- (i) guarding the interests of the Unit-holders;
- (ii) holding the Fund's assets for the benefit of the Unit-holders;
- (iii) ensuring that the Fund Manager manages the Fund's assets in accordance with the mandate set out in the Fund's investment policy as described in the Information Memorandum and in accordance with the provisions of the Fund's Terms and Conditions;
- (iv) ensuring that the outgoing cash flows of the Fund correspond to actual costs incurred and that leaving Unit-holders receive proper compensation; and
- (v) checking whether joining Unit-holders receive the correct number of Units.

The Depositary may also outsource tasks to third parties. Regardless of whether the tasks have been outsourced, the Depositary remains responsible for the performance of these tasks.

Replacement of (the Board of Trustees of) the Depositary

The Board of Trustees of the Depositary shall cease to act as the Board of Trustees of the Depositary and shall resign, in the event of:

- (i) resignation;
- (ii) dissolution of the company acting as the Trustee;
- (iii) the (Trustee of the) Depositary's irrevocable bankruptcy or because it loses free control of its assets in any way, including being granted suspension of payments.

Liability of the Depositary

The Depositary is liable to the Fund Manager and/or the Unit-holders for any losses they have incurred that are a result of intent or gross negligence on the part of the Depositary.

7. THE ADMINISTRATOR

Introduction

The Fund Manager has appointed AssetCare B.V. as the Administrator. The Administrator will perform the administration of the Fund and maintain the Register.

The Administrator is a private company with limited liability with its registered office and principal place of business in Amsterdam:

AssetCare B.V.
Attn. Administration Apple Tree Fund
Strawinskylaan 1425, Tower B, 14th floor
1077 XX Amsterdam

The Administrator is listed in the commercial register of the Chamber of Commerce in Amsterdam under number 32117126. Information about the Administrator is available on the website of the Administrator (www.assetcare.nl).

AssetCare B.V. deals with the administration of a large number of investment institutions and a number of pension funds.

Board of Trustees of the Administrator

The Administrator's Board of Trustees consists of:
Bram Schrijver.

Tasks of the Administrator

Among other things, the Administrator, on the instruction of the Fund Manager, performs the following activities:

- (i) keeping the financial accounts of the Fund;
- (ii) entering the changes in the Register;
- (iii) implementing the Fund's customer acceptance policy in accordance with the applicable laws and regulations;
- (iv) calculating the Net Asset Value of the Fund and of the Net Asset Value per Unit; and
- (v) preparing the draft (semi)annual financial statements and the semi-annual report of the Fund.

The obligations of the Administrator with respect to the Fund have been set out in an agreement concluded with the Fund Manager.

Within the framework of the implementation of the aforementioned activities, the Administrator acts as the contact of the Fund for the Unit-holders.

8. UNIT-HOLDERS

Unit-holders' rights to the Fund's assets

The Fund's assets are divided into Units. Each Unit entitles the holder to a proportional share of the Fund's assets. Each Unit-holder is economically entitled to a portion of the Fund's assets that corresponds with his or her Unit(s).

A Unit-holder cannot exert any influence on the Fund Manager's execution of the management. The Fund Manager may make decisions regarding the Fund with which a Unit-holder disagrees. In such a situation, a Unit-holder may decide to sell his/her Unit to the Fund, subject to the provisions of Chapter 11 ("Redemption of Units").

Subject to what is stated below under Liability of Unit-holders, all economic benefits and disadvantages associated with the Fund are to the benefit or at the expense of the Unit-holders in proportion to their participation in the Fund's assets.

Liability of Unit-holders

A Unit-holder is not liable for the obligations of the Fund Manager and/or the Depositary, and will not bear losses of the Fund other than the amount that the relevant Unit-holder has contributed to the Fund as a consideration for the Unit(s) held by the Unit-holder.

Register

The Unit-holders and the Units issued are listed in the Register of Unit-Holders. The Register shall be maintained by the Administrator.

A Unit is registered; a certificate of participation in the Fund is not issued. Any Unit-holder will receive an extract from the Register on request, but only insofar as it concerns their own registration.

9. DETERMINATION OF NET ASSET VALUE

The Fund Manager determines the Net Asset Value of the Fund and the Net Asset Value per Unit on the basis of data relating to the last Business Day prior to a Unitary Day (Valuation Day). In principle, the values will be determined by the Fund Manager no later than five (5) Business Days after each Unitary Day. The Fund's Net Asset Value is determined by deducting the Fund's liabilities from the value of the assets, including the balance of income and expenses.

The assets consist primarily of invested and accrued capital, including premiums received. The liabilities consist primarily of commissions payable to the Fund Manager and the obligation to potentially buy back written options, including transaction fees. Liabilities resulting from options written at some point in time are measured at the ask price of the relevant option. The Fund will primarily *write* options. To the extent that options are *purchased*, those positions will be measured at the bid price.

Explanation of 'bid-ask prices'

For each option that the Fund writes, the Fund receives a premium (the so-called 'bid' price) as compensation for the risk it bears. This risk consists of the potential obligation to buy back the option within the investment period. If the Fund has to buy back this option, it will do so at the prevailing ask price. The bid and ask prices are set by the market, with the ask price generally being higher than the bid price. This potential liability will therefore be valued at the ask price.

When determining the Fund's Net Asset Value, the Fund Manager will take into account any costs (fees) paid in advance, costs payable (but not yet paid) and interest and other payments to be received and paid, insofar as these are at the expense or to the benefit of the Fund.

The Fund Manager determines the value of the Net Asset Value per Unit by dividing the Net Asset Value by the number of outstanding Units.

The Fund Manager may temporarily suspend determination of the Net Asset Value of the Fund and the Net Asset Value per Unit if, at the Fund Manager's discretion, there is an (emergency) situation as a result of which the Units cannot be valued without harming the interests of the Unit-holders. In this event, the Fund Manager will suspend the valuation of the Units. This will be announced on the Website. Examples of such cases are:

- circumstances in which the means of communication or calculation facilities normally used to determine the Fund's assets cease to function, or if for any other reason the value of an investment included in the Fund's assets cannot be determined at the speed or with the accuracy desired by the Fund Manager;
- factors relating, among other things, to the political, economic, military or monetary situation that are not in the Fund Manager's control and that prevent the Fund Manager from determining the value of the Fund's assets sufficiently accurately.

Compensation for incorrect calculation of the Net Asset Value per Unit

If it appears that the redemption of Units by the Fund was based on an incorrectly calculated Net Asset Value per Unit, the Fund Manager will prepare a report as soon as possible regarding the errors made and the correction required to arrive at a correct Net Asset Value per Unit.

If the required correction is more than half a percent (0.5%) of the correct Net Asset Value per Unit, and a Unit-holder received a payment for redemption of his/her Unit from the Fund that was at least fifty euros (EUR 50) lower than if the payment had been based on the correct Net Asset Value per Unit, the Fund will compensate the relevant (former) Unit-holder at his/her request for the loss actually incurred.

10. ISSUANCE OF UNITS

Minimum participation

The minimum amount for which an investor can participate in the Fund is EUR 100,000.

Expansion in the Fund for Unit-holders is possible in the following ways:

- (i) at any point in time of at least EUR 2,500 (every additional deposit requires a change form); and
- (ii) on a fixed monthly basis of at least EUR 1,000 (only a single change form is required).

A fixed monthly expansion will be continued until cancellation from the Unit-holder (via a change form).

For the avoidance of doubt, a Unit-holder can make use of both expansion possibilities during his or her participation in the Fund. In other words, a Unit-holder can participate in the monthly expansion (expansion option (ii)), and at any point in time, deposit additional capital (expansion option (i)) via a change form.

Issuance

The Fund will in principle issue new Units on each Unitary Day at the Net Asset Value per Unit on the preceding Valuation Day.

Example

The Net Asset Value per Unit is set at EUR 105 on the Valuation Day. The Unit-holder wishes to invest EUR 100,000. In return, the Unit-holder receives $(100,000 / 105 =)$ 952.3810 Units, each with a Net Asset Value of EUR 105.

Request for issuance (at least 5 Business Days before Unitary Day), form

An Investor must send a request for the issuance of Units to assetcare@assetcare.nl at least five (5) Business Days prior to the intended Unitary Day. The request must be made using the subscription form as made available by the Fund Manager via the Website. This form can be requested from the Fund Manager or the Administrator.

Deposit (at least 3 but not more than 10 Business Days before Unitary Day)

The amount for which an Investor requests the issuance of Units must be credited to the Depositary's account at least three (3) and not more than ten (10) Business Days before the Unitary Day. These timelines (at least 3 and not more than 10 Business Days) is also applicable in the case of fixed monthly deposits. The Fund pays no interest over the period between the deposit and the issuance of Units. Any interest received shall accrue to the Fund. Any interest paid shall be charged to the Fund.

Deposits may only be made from a current account in the investor's name with a credit institution registered in a member state of the European Economic Area or another state designated by the Fund Manager.

Consequence of a deposit or issuance request not being received on time

If a request for the issuance of Units and/or the payment of the amount for which the Investor wishes to participate in the Fund is not received in time for a Unitary Day, then issuance will be postponed until the next Unitary Day. Any deviations from this provision are at the Fund Manager's sole discretion.

Determination of the number of Units to be issued, fractions

The number of Units issued is equal to: (i) the paid-up amount, divided by; (ii) the Net Asset Value per Unit on the applicable Unitary Day. Fractions of Units may be issued (up to a maximum of four decimal places).

Confirmation

The Administrator will send the Unit-holder a confirmation of the allocated number of Units (up to four decimal places) within five (5) Business Days after the determination of the Net Asset Value per Unit, and therefore within 10 Business Days after the Unitary Day.

Suspension or refusal of issuance

The Fund Manager may refuse or suspend all or some of the requests for the issuance of units if:

- (i) the Fund Manager has suspended the calculation of the Net Asset Value per Unit;
- (ii) the Fund Manager believes that the issue would be contrary to a statutory provision;
- (iii) the application of the legally required "Know Your Customer" procedure gives cause to do so in the opinion of the Fund Manager;
- (iv) the Fund Manager believes that (i) it can reasonably be expected that granting the Units will result in disproportionately affecting the interests of the existing Unit-holders; or (ii) investment of the amount to be received by granting the Units is irresponsible or impossible, given the market conditions; or
- (v) if a decision to liquidate the Fund has been made.

Additionally, the Fund Manager is entitled at all times to refuse a request for issuance in individual cases, without giving reasons.

In the event of a refusal to issue, the Fund Manager will inform the relevant person or legal entity accordingly within a reasonable period of time, and any amount already received will be returned without delay. The Fund does not owe the Investor any interest on this amount.

Restriction or suspension of issuance due to the size of portfolio ("soft close" and "hard close")

If the Fund Manager believes that a further increase in the size of the Fund will result in reduced returns, the Fund Manager may decide to refuse the issuance of Units to a new Investor for a period to be determined by the Fund Manager (a so-called "soft close"). The issuance of Units to existing Unit-holders remains possible in this case.

In addition, the Fund Manager may decide not to honor requests for issuance from existing Unit-holders (a so-called "hard close").

In the event of a soft close or hard close, the redemption of Units will not be suspended.

11. REDEMPTION OF UNITS

Redemption

The Fund will redeem Units on each Unitary Day at the Net Asset Value per Unit as of the preceding Valuation Day ("redemption value").

Request for redemption (at least 5 Business Days before Unitary Day), form

A Unit-holder must send a redemption request to assetcare@assetcare.nl at least five (5) Business Days prior to the desired Unitary Day. The request must be made using the change form that is available via the Website, from the Fund Manager and from the Administrator.

A redemption request must be expressed in EUR or in a number of Units specified up to four decimal places. Partial redemptions are only accepted (i) for a minimum amount of EUR 1,000; and (ii) if the Unit-holder still holds Units for at least EUR 100,000 after redemption. Whether that is the case will be determined at the time the request for redemption is received by the Fund Manager.

Example of a redemption request

Example: the Unit-holder wants to withdraw EUR 20,000 from the Fund. The Net Asset Value per Unit on the previous Valuation Day was set at EUR 125. Assuming the conditions described in this Chapter are met, the Fund will redeem (EUR 20,000 / EUR 125 =) 160 Units from the Unit-holder and the Depositary will transfer EUR 20,000 to the Unit-holder.

Unilateral decision by the Fund Manager to redeem

The Fund Manager may decide unilaterally to redeem all Units held by a Unit-holder if that Unit-holder acts contrary to statutory provisions or the provisions of the Information Memorandum and/or the Fund's Terms and Conditions or if, given the interests of the Fund, continuation of the relationship cannot reasonably be required of the Fund Manager.

Payment of redemption price

At the instructions of the Fund Manager, the Depositary will pay the relevant redemption price of the Units to the relevant Unit-holder within five (5) Business Days of determining the Net Asset Value per Unit, into the bank account of the Unit-holder as listed in the Register.

Suspension of redemption

The Fund Manager may suspend fulfillment of redemption requests if:

- (i) the Fund Manager has suspended the calculation of the Net Asset Value per Unit;
- (ii) the Fund Manager believes that redemption would be contrary to a statutory provision;
- (iii) the Fund Manager believes that a circumstance has occurred that could give reasonable cause to expect that continuing the redemption of Units could result in disproportionately affecting the interests of the remaining Unit-holders. This may include circumstances like: the sale of investments required for redemption would be irresponsible or impossible in the light of market conditions; or
- (iv) a decision has been made to liquidate the Fund.

Limitation of the possibility of exit

In the event of a notification for the redemption of a substantial proportion of the outstanding Units (as a result of which the sale of the corresponding part of the portfolio would have a material adverse effect on the prices of the investments to be sold), the Fund Manager reserves the right to limit the redemption to a maximum of 10% of the Net Asset Value of the Fund.

In such an event, the number of Units redeemed by a Unit-holder will be proportionate to the total number of Units offered for redemption. The Units not yet redeemed at that time will be redeemed on the next Unitary Day with priority over any Units offered for redemption at later dates.

12. FEES AND COSTS

The target return of at least 6% per annum is the net return for Unit-holders after deduction of all fees and costs set out in this Chapter.

One-off costs

Costs of establishment

The costs of establishing the Fund will be borne by the Fund Manager and will not be charged to the Fund.

Other costs

The Fund Manager will not charge any other (non-recurring) costs to the Fund.

Ongoing costs

No costs other than management fees, transaction costs, and any bank fees.

All of the Fund's costs are borne by the Fund Manager, with the exception of the management fee and transaction fees stated below, which are incurred by the Fund.

Management fee

The Fund Manager charges the Fund a fixed management fee of 0.1875% per calendar month (2.25% on an annual basis) on the Net Asset Value of the Fund as determined on the Valuation Day in the relevant calendar month, being the last Business Day of the relevant calendar month. This management fee is composed of:

- (i) Management fee: 1.50% on an annual basis as a fee for the management of the Fund; and
- (ii) Service fee: 0.75% on an annual basis to cover the costs incurred by the Fund Manager.

The Fund Manager does not charge a performance fee to the Fund.

No VAT is due on the management fee.

The Fund Manager may adjust the management fee in accordance with the market and changed circumstances. In the event of an increase, this adjustment will only take effect one (1) month after it has been announced to the addresses of the Unit-holders as listed in the Register and/or on the Website. During this period, Unit-holders may invest under the usual conditions as set out in Chapter 11, Redemption of Units.

Transaction costs

The transaction costs for buying and selling investments are incurred by the Fund.

With every position taken (every option contract sold and bought) there are two (2) types of transaction costs:

- (i) direct costs charged by the broker; and
- (ii) a difference between the bid price and the ask price (known as the bid-ask spread), which is determined by the market (indirect costs).

Re (i): the Fund Manager chooses a broker that is optimal and cost-efficient for the investment strategy. These costs include costs associated with selling and buying of the underlying investment products, as well as other costs charged by the broker that depend on the transactions executed. These costs are unknown beforehand and are difficult to project because of their volatile nature. The

level of these costs is dependent on amongst others the number of transactions and the underlying index. Important to know is that a higher level of these transaction related costs is normally associated with higher returns of the Fund. With low volatility, transaction fees are usually lower, but the Fund's return will also be lower. In the case of higher volatility, the transaction fees tend to increase, but this will (normally) be amply compensated by higher Fund returns, so that the net result is positive. To ensure maximum transparency a rough estimation of these costs is made, resulting in a bandwidth of 1% to 2% annually depending on volatility. This bandwidth is based on historical (direct) transaction costs with the current broker. Please note that many fund managers of other funds do *not* report these costs explicitly, making comparing costs across funds difficult. Apple Tree Capital Partners, however, believes that transparency about these costs is relevant for Participants and therefore chooses to communicate these even if it is in an estimation (bandwidth) instead of an exact percentage.

Re (ii): the Fund writes at the bid price (bid is the premium that the Fund receives) and buys the ask price. The ask price is usually higher than the bid price and is the premium that market makers put into the market and is therefore broker-independent. This 'bid-ask' spread is an indirect form of transaction costs and will be limited in liquid markets. The amount is difficult to calculate as it is a factor sensitive to time, option series and volatility.

All transaction costs are charged to the Fund's result, and are already included in the Fund's net results. If the Fund reports transaction costs, only direct transaction costs will be reported for the above reason.

Costs of holding assets

The cost of holding the assets, with the exception of negative interest (see section "Interest rate policy" below), is currently zero. If these costs increase in the future, for example due to changes in legislation or regulations and/or changing market conditions, these will be incurred by the Fund.

Bank transfers

Individual Unit-holders may incur costs for bank transfers to the Fund. These are at the expense of the relevant Unit-holder.

Other costs

No other generic costs are charged to the Fund. All other costs are borne by the Fund Manager and are included in its service fee. Among others, this concerns the following costs:

- Administrator fee;
- Depositary fee;
- personnel costs;
- costs of IT and data systems;
- costs of maintenance of the Website;
- marketing costs;
- audit fees;
- legal consultancy fees;
- tax consultancy fees;
- any other costs that are necessary for adequate performance of the Fund and the Fund Manager.

Ongoing Charges Figure (OCF)

The Ongoing Charges Figure (OCF), also referred to as the Ongoing Charges Figure, is a common term for the percentage of costs, excluding transaction fees, that a mutual fund annually charges. These

costs are automatically included in the Net Asset Value of the Fund and are not charged separately to the Unit-holders.

The OCF is determined by dividing the annual fees and costs charged to the Fund by the amount of the annual average Fund assets. The OCF therefore relates to all the above costs, excluding transaction fees, which are charged to the Fund. The Ongoing Charges Figure amounts to 2.25%.

Performance fee and entry/exit charges

The Fund *does not* charge a performance fee and/or entry or exit charges.

Interest rate policy

Any interest received by the Fund (e.g. on cash holdings) is reinvested, rather than distributed. Any negative interest on cash held is charged to the Fund's result.

Distribution policy, fees payable

The Fund Manager may use external distribution channels for the purpose of marketing the Fund. These distributors may receive compensation from the Fund Manager in such cases in the form of a percentage of the funds brought in or a share of the Fund Manager's annual fee on such funds. In all cases, these fees are paid by the Fund Manager and are therefore not borne by the Fund.

13. TAX ASPECTS

The summary of certain Dutch tax consequences set out below is based on legislation and case law as in effect on the date of this Information Memorandum, subject to amendments to the law, its interpretation and application. Such amendments may be implemented with retro-active effect.

The summary provided below is not intended as an exhaustive description of all fiscal considerations relevant to a Unit-holder, nor is it intended to provide a treatment of the fiscal consequences for all different types of Unit-holders. Unit-holders are therefore advised to discuss the tax consequences of participating in the Fund with their own tax advisor.

The Fund

Units may only be transferred to the Fund and to relatives by blood or marriage in the direct line. As a result, the Fund is considered to be "fiscally transparent". This means that the Fund itself is not liable for corporation tax and dividend tax.

The design and structure of the Fund meet the conditions for fiscal transparency and, where necessary, the Information Memorandum and the Fund's Terms and Conditions take the above conditions into account.

The fiscal transparency of the Fund implies that withholding taxes levied, such as dividend withholding taxes on distributions paid to the Fund, cannot be offset by the Fund. The Fund may not invoke tax treaties concluded by the Netherlands. Since no dividend tax or other withholding tax is levied on derivatives, this does not affect the Fund's Net Asset Value.

In principle, a Unit-holder could, depending on the individual situation and the country of establishment of the fund in which the Unit-holder invests, possibly claim application of a tax treaty and/or settlement of withholding taxes. However, the costs incurred for keeping records to meet the relevant requirements outweigh the benefits of such an (presumably limited) individual recovery option. Therefore, recovery is not facilitated and the annual statement to the Unit-holders does not contain any information on withholding tax withheld (including Dutch dividend tax).

The tax treatment of the Fund's investments will in part depend on the tax laws of the countries in which investments will be held.

In view of the nature of the Fund's assets, it is unlikely that any withholding tax will be levied.

The Unit-holders

Unit-holders residing or established in the Netherlands

A private Unit-holder is in general subject to Dutch income tax in Box 3 based on a fictitious return (depending on the amount of the assets), regardless of the income actually realized (including capital gains), at a rate of 30%, provided that the Units are held as an investment and not, for example, in the context of a business. In that case, the income actually realized is subject to income tax.

Unit-holders subject to corporate income tax will be taxed on all income from and capital gains made with the Units. As a result of the fiscal transparency for Dutch corporate tax purposes, this income and capital gains will consist of any income from and any capital gains made on the underlying investments of the Fund in proportion to the Unit-holder's participation in the Fund.

The fiscal transparency of the Fund may mean that the entry of a Unit-holder to the Fund (or the purchase of additional Units by existing Unit-holders) is regarded for tax purposes as a partial disposal of the underlying investments by the existing Unit-holders. Consequently, there may be a taxed result for the existing Unit-holders (i.e. Unit-holders subject to corporate tax and private Unit-holders who hold their Units in the context of a company).

Unit-holders residing or established outside the Netherlands

Income or capital gains made by Unit-holders established outside the Netherlands will generally not be subject to Dutch income or corporate income tax unless there is a specific connection with the Netherlands, such as a (part of a) company that is run by means of a permanent establishment in the Netherlands. The possibility that a Unit-holder is classed as having a permanent establishment cannot be excluded if a Unit-holder holds Units in the context of a company.

A Unit-holder will not become, or be deemed to become, a resident of the Netherlands merely as a result of holding a Unit in the Fund.

14. DIVIDEND AND PROFIT POLICY

Profits are reinvested by default, unless the Fund Manager decides otherwise. The profits of the Fund are annually added to the Fund's reserves unless the Fund Manager determines otherwise.

The Fund Manager may make interim distributions out of the Fund's assets. If the Fund Manager so decides, profit distributions can be claimed four (4) weeks after adoption of the annual report.

The pay-out of distributions to Unit-holders, the composition of the distributions and the manner in which they are made payable will be announced to the Unit-holder.

15. DURATION OF THE FUND, TERMINATION AND LIQUIDATION

Duration of the Fund

The Fund has been established for an indefinite period.

Termination and liquidation

The Fund Manager and the Depositary may jointly decide to dissolve the Fund. The liquidation balance is payable to the Unit-holders in proportion to the number of Units held. The Fund Manager is responsible for liquidating the Fund and is accountable for such liquidation to the Unit-holders before making any final distribution.

16. REPORTING AND OTHER INFORMATION

Information Memorandum

A copy of the Information Memorandum (with its annexes) will be made available to any person on request and free of charge. The Information Memorandum can also be downloaded from the Website.

Annual report, information on actual returns and performance

The financial year of the Fund runs from 1 January to 31 December. The annual report is denominated in EUR and will be published within six (6) months after the closing date of the financial year. The first annual report of the Fund will be prepared after the closing date of the 2021 financial year.

The annual report will include a comparative overview of the development of the Fund's assets and the income and expenses of the Fund over the past three (3) years. An independent auditor will compile the Fund's annual financial statements and issue a compilation statement accordingly. The annual report is available for inspection by Unit-holders at the offices of the Fund Manager, and a copy is available free of charge. It will also be sent in digital form to the Unit-holders by email.

Half-year report

No later than September 1 of each year, after the closing date of the first six months of the financial year, the Fund Manager will publish the Fund's half-yearly figures by posting them on the Website and sending them to the Unit-holders' email addresses as listed in the register.

Monthly statements

The Unit-holders will receive a monthly statement by email no later than two (2) weeks after the end of the investment period in question, or this will be shared via a section of the Website exclusively accessible to Unit-holders, which will at least state the following:

- (i) the number of Units for the relevant Unit-holder; and
- (ii) the results at Unit-holder level.

The Fund Manager may change the information in the monthly statements from time to time and/or replace it with other information.

Website

The Website will in any case contain the following information:

- (i) the Information Memorandum;
- (ii) the Fund's Terms and Conditions; and
- (iii) proposed changes and decisions to amend the conditions (Information Memorandum and the Fund's Terms and Conditions, including amendments to the investment policy), with an explanation by the Fund Manager.

Information available for inspection at the offices of the Fund Manager

The following information is available for inspection at the offices of the Fund Manager; a copy may be obtained free of charge by email on request by Unit-holders):

- (i) all the information listed above;
- (ii) the information about the Fund, the Fund Manager and the Depositary that must be included in the Commercial Register based on any statutory regulation.

Complaints procedure

In the event of a complaint about the Fund, the Fund Manager, the Depositary or the Administrator, this may be submitted in writing (or by email) to the Fund Manager. The Fund Manager will confirm receipt within five (5) Business Days and indicate how the complaint will be handled.

17. STATEMENT BY THE FUND MANAGER

The Fund Manager is responsible for the accuracy and completeness of the information contained in this Information Memorandum. This information reflects reality insofar as the Fund Manager could reasonably have known. No data has been omitted that could have altered the scope of this Information Memorandum.

Vught, 30 September, 2021
Apple Tree Capital Partners B.V.

ANNEX I

FUND'S TERMS AND CONDITIONS OF APPLE TREE FUND

Article 1 - Definition.

Words and expressions in this agreement, as set out in the list of definitions below, that start with a capital letter, shall have the following meaning, unless the context requires otherwise (definitions in the singular have the same meaning in the plural and *vice versa*):

| | |
|-------------------------------------|--|
| Administrator: | the administrator appointed by the Fund Manager who is charged with the administration of the Fund |
| AFM: | Stichting Autoriteit Financiële Markten (<i>the Dutch Authority for the Financial Markets</i>) |
| Annex: | an attachment to the Information Memorandum that forms an integral part of the Information Memorandum |
| Auditor: | the financial auditor, accountant or other expert as referred to in Book 2, article 393, paragraph 1 of the Dutch Civil Code appointed by the Fund Manager and instructed to compile the Fund's financial statements |
| Business Day: | a day on which Euronext Amsterdam and the banks in the Netherlands are open for the execution of transactions in financial instruments |
| Depository: | the legal owner of the Fund's assets that has custody of the Fund's assets pursuant to the Fund's Terms and Conditions, such at the risk and expense of the Unit-holders; Stichting Bewaarder Apple Tree Fund (<i>Apple Tree Fund Depository Foundation</i>) |
| EUR: | euro, the legal tender of the European Monetary Union |
| Fund: | the mutual fund that the Fund Manager and the Depository have established under the name of Apple Tree Fund |
| Fund assets | the assets of the Fund held by the Depository for the benefit of the Unit-holders |
| Fund Manager: | a manager of an investment institution as referred to in Section 1:1 of the Dutch Financial Supervision Act Wft who is in charge of managing the Fund in accordance with the Fund's Terms and Conditions; Apple Tree Capital Partners B.V. |
| Fund's Terms and Conditions: | the Fund's Terms and Conditions as determined by the Fund Manager and the Depository and set out in Annex I (<i>Fund Terms and Conditions</i>) |
| Information Memorandum: | the Fund's information memorandum, including its annex(es), as amended from time to time |
| Investor: | a natural or legal person who subscribes to Units under the conditions set out in the Information Memorandum |

| | |
|--------------------------------------|--|
| Net Asset Value of the Fund | the intrinsic value of the Fund expressed in EUR, the value of the Fund's assets is determined in accordance with the accounting policies set out in Chapter 9 "Determination of the Net Asset Value" of the Information Memorandum, less the value of the Fund's liabilities and provisions, expressed in EUR |
| Net Asset Value per Unit: | the Net Asset Value of the Fund divided by the number of Units outstanding at any time, expressed in EUR |
| Ongoing Charges Figure (OCF): | the ratio which provides an insight into the total level of the Fund's costs, excluding transaction fees |
| Unit: | a participation right in the Fund's assets |
| Unit-holder: | the holder of one or more Units |
| Unitary Day: | a day on which the issue and/or redemption of Units by the Fund may take place, being: (i) the first Business Day of each calendar month; (ii) any other day determined by the Fund Manager or in consultation with the Depositary |
| Valuation Day: | the last Business Day preceding a Unitary Day at which the Fund Manager determines the Net Asset Value of the Fund and the Net Asset Value per Unit; this means that the value is determined on the basis of data that relate to the Valuation Day; the actual determination of the value will take place at a later stage |
| Website: | the website maintained by the Fund Manager for the purpose of the Fund: www.appletreecp.com |
| Wft: | the Dutch Financial Supervision Act (as amended from time to time) |

Article 2 - Name. Duration.

- 2.1 The Fund shall bear the name: Apple Tree Fund.
- 2.2 The Fund is deemed to have been established at the offices of the Fund Manager.
- 2.3 The Fund has been established for an indefinite period.

Article 3 - Nature. Purpose and Tax Status.

- 3.1 The Fund is a contractual arrangement between the Fund Manager and the Depositary.
- 3.2 The Fund's objective is the collective investment of the Fund's capital at the risk and expense of the Unit-holders with the aim of achieving an intended return.
- 3.3 The Fund is permitted to perform all and any activities that are broadly related to and/or conducive to achieving the objective set out in Article 3.2. The Fund will always take into account the investment policy as determined by the Fund Manager and as set out in the Information Memorandum.
- 3.4 The Fund's assets are managed in accordance with the Fund's Terms and Conditions, as is the legal ownership of or entitlement to the Fund's assets. The Fund's Terms and Conditions apply to the legal relationship between the Fund Manager, the Depositary and the Unit-holders and do not create a legal relationship between the Unit-holders nor are they intended in any other

way to bring about any cooperation between Unit-holders. The Fund's Terms and Conditions and anything done pursuant to their implementation do/does not constitute a partnership, general partnership or limited partnership.

- 3.5 Under Dutch tax law, the Fund qualifies as a closed-end mutual fund and is considered transparent for tax purposes.

Article 4 - Custody.

- 4.1 The Depositary is the legal owner of all the assets that belong to the Fund.
- 4.2 All assets that are or will be part of the Fund's assets are or will be obtained by the Depositary for the benefit of the Unit-holders. The Depositary acts in the sole interest of the Unit-holders. Only the Depositary will have full disposal of the assets belonging to the Fund. The Depositary will only deliver the assets that are classed as the Fund's assets against receipt of a declaration from the Fund Manager stating that the delivery is required in connection with the regular performance of the management function.
- 4.3 Obligations that form part or will form part of the Fund's assets are or will be assumed in the name of the Depositary, whereby it is expressly stated that the Depositary is acting in its capacity as the Fund's depositary. The Depositary cannot represent the Unit-holders.
- 4.4 The Depositary is only liable to the Unit-holders for any losses they have incurred insofar as the loss is a consequence of non-compliance attributable to the Depositary or gross negligence of the Depositary. This also applies when the Depositary has entrusted all or some of the assets in its custody to a third party.
- 4.5 The Depositary is entitled to an annual fee at the expense of the Fund Manager.
- 4.6 The Depositary is authorized to outsource its duties pursuant to these terms and conditions to third parties
- 4.7 The Depositary ensures that: (i) the issue, sale, redemption and cancellation of as well as repayment of Units at the expense of the Fund take place in accordance with the law and the Information Memorandum; and (ii) the amounts deposited and the proceeds of the Fund are allocated in accordance with the law and the Information Memorandum.
- 4.8 If, during the performance of the duties referred to in the previous paragraph, the Depositary discovers any non-compliance with the provisions of the Information Memorandum and/or the law, the Depositary may instruct the Fund Manager, in view of the protection of the interests of the Unit-holders, to remedy the negative consequences on a cost-neutral basis for the Fund.
- 4.9 The Depositary must execute the instructions of the Fund Manager, unless these are contrary to the law and/or the Information Memorandum.

Article 5 - Management and investments.

- 5.1 The Fund Manager is in charge of managing the Fund, including investing the capital of the Fund, entering into obligations relating to the Fund's assets, administering the Fund, and performing all other acts on behalf of the Fund, such in accordance with the provisions of Articles 3.2 and 4.1 through 4.3 and the other provisions of these Fund's Terms and Conditions. The Depositary hereby authorizes the Fund Manager to perform the actions referred to in this paragraph. When performing its fund management tasks, the Fund Manager acts solely in the interests of the Unit-holders.
- 5.2 The Fund Manager shall be entitled to outsource work to third parties, in which case it shall remain fully responsible for the proper performance of the work.
- 5.3 The Fund Manager is entitled to exercise the rights attached to any assets that are part of the Fund's assets (including voting rights on financial instruments). When deciding to exercise voting rights, the Fund Manager will be guided by the interests of the joint Unit-holders.

- 5.4 The Fund Manager is only liable to the Unit-holders for any losses they have incurred if such losses are the consequence of intent, fraud or gross negligence on the part of the Fund Manager. This also applies to work that the Fund Manager has outsourced to third parties.
- 5.5 The Fund Manager is entitled to a fee charged to the Fund as described in the Information Memorandum.

Article 6 - The Fund's assets.

The Fund's assets consist of payments to acquire Units, proceeds from assets that are part of the Fund's assets, the accrual of and increase in liabilities, and the accrual, increase and application of any provisions and reserves.

Article 7 - Units.

- 7.1 The Fund's assets are divided into Units. Each Unit entitles the holder to a proportional share of the Fund's assets. Each Unit-holder is economically entitled to a portion of the Fund's assets that corresponds with his or her Unit(s). Without prejudice to the provisions of Article 7.2, all economic benefits and costs associated with the Fund shall be for the benefit or at the expense of the Unit-holders in the proportion referred to in the previous sentence.
- 7.2 A Unit-holder is not liable for the obligations of the Fund Manager and/or the Depositary and will not bear losses of the Fund other than the amount that the relevant Unit-holder has contributed to the Fund as a consideration for the Unit(s) held by the Unit-holder.
- 7.3 A Unit is registered to the holder's name. A certificate of participation in the Fund shall not be issued.
- 7.4 The Fund will issue or redeem Units in accordance with this Article and Articles 10 and 12.

Article 8 - Register of Unit-holders.

- 8.1 The Fund Manager keeps the Register in electronic or other form, at the Fund Manager's discretion. This register includes the name and (email) address of each Unit-holder, as amended from time to time, with statement of the number of Units held by each Unit-holder, as well as the number of Units redeemed by the Fund from time to time, and the bank account number of the Unit-holder in which he or she wishes to receive payments from the Fund. The number of Units held by a Unit-holder is calculated to four decimal places.
- 8.2 A Unit-holder shall immediately report any change in the information referred to in Article 8.1 to the Fund Manager. By the Fund's payment of amounts pursuant to the Fund's Terms and Conditions into the bank account listed in the Register, the Fund fulfills its payment obligation to the Unit-holder, and the Unit-holder agrees in advance that the Fund has thereby fulfilled its payment obligation to the Unit-holder. The Register will be updated by the Fund Manager after each allocation and redemption of a Unit or the receipt of a change in the information from the Unit-holder as referred to in Article 8.2.
- 8.3 A Unit-holder may request a date-stamped copy of the Register from the Fund Manager at no cost, but only insofar as it concerns his/her own registration.

Article 9 - Determination of the Net Asset Value of the Fund and of the Net Asset Value of a Unit.

- 9.1 The Fund Manager determines the Net Asset Value of the Fund and the Net Asset Value per Unit on the Business Days as specified in the Information Memorandum.
- 9.2 The Fund Manager may decide to suspend the determination of the Net Asset Value of the Fund and/or the Net Asset Value per Unit in the event of circumstances that impede their determination, or impede their adequate determination, as set out in the provisions of the Information Memorandum.

- 9.3 The Fund Manager will not determine the Net Asset Value of the Fund and the Net Asset Value per Unit if a resolution to dissolve the Fund has been adopted. If a decision is made to liquidate the Fund, the procedure set out in Article 18 will be applied.
- 9.4 The value of the Fund's assets and the Fund's results are determined in accordance with the measurement methods set out in the Information Memorandum.
- 9.5 The number of Units purchased by the Fund will not be taken into account in determining the value of a Unit.

Article 10 - Issuance of Units.

- 10.1 The issuance of a Unit by the Fund Manager will take place on Business Days as specified in the Information Memorandum, subject to meeting the requirements set out in the Information Memorandum.
- 10.2 In the Information Memorandum, the Fund Manager has set conditions for the allocation of a Unit and is entitled to set additional conditions for the allocation of a Unit.
- 10.3 The minimum participation per Unit-holder in the Fund is EUR 100,000.
- 10.4 Expansion in the Fund for Unit-holders is possible in the following ways:
 - (i) Non-periodic purchase of Units of at least EUR 2,500; and
 - (ii) Periodic monthly purchase of Units of at least EUR 1,000 per month.
 A Unit-holder can make use of both expansion possibilities during his or her participation in the Fund.
- 10.5 A Unit will only be issued if the amount for which the issuance has been requested is paid into the Depositary's bank account within the period set by the Fund Manager. The Fund Manager is entitled, but not required, to allocate a Unit if the amount due for its issuance and/or the subscription form is not received within the period specified in the Information Memorandum, but before the intended date of participation.
- 10.6 The number of Units issued is equal to the amount for which allocation is requested divided by the value of the Unit at the end of the Business Day preceding the Business Day on which allocation takes place, less the costs to be determined by the Fund Manager. Unless instructed otherwise by the Investor, in the event that the amount and/or the request of the Investor for allocation of a Unit has not been received within the stipulated period, the allocation will be executed by the first subsequent Business Day on which allocation is possible. The Fund does not pay interest to a Unit-holder on the amounts received.
- 10.7 The Fund Manager may suspend the allocation of a Unit in the circumstances set out in the Information Memorandum and in the event that, at the Fund Manager's sole discretion, a special circumstance arises that justifies such action.
- 10.8 The Fund Manager will inform the relevant Investors of the decision to suspend as referred to in the previous paragraph of this Article within a reasonable period of time.
- 10.9 A Unit is allocated by its registration in the Register by the Fund Manager.

Article 11 - Transfer of Units.

- 11.1 A Unit may only be transferred to the Fund (see Article 12 below) or to relatives by blood or marriage in the direct line of the Unit-holder.
- 11.2 A Unit cannot be encumbered with a limited right or with a comparable right.

Article 12 - Redemption of Units.

- 12.1 A Unit-holder may have a Unit redeemed by the Fund in the manner and on the conditions set out in the Information Memorandum. Redemption requires the transfer of Units to the Depositary, exclusively on the Business Days as specified in the Information Memorandum.

- 12.2 The Fund Manager may decide unilaterally to redeem Units held by a Unit-holder if that Unit-holder infringes on statutory provisions or the provisions of the Information Memorandum or the Fund's Terms and Conditions, or if, given the interests of the Fund, continuation of the relationship cannot reasonably be required of the Fund Manager.
- 12.3 Partial redemption of Units is only possible if the Unit-holder's share in the Fund amounts to EUR 100,000 after redemption.
- 12.4 Partial redemption is only possible for an amount of at least EUR 1,000.
- 12.5 Payment of the purchase price takes place by payment into the bank account stated in the Register.
- 12.6 Articles 10.5 through 10.9 similarly apply to the redemption of Units.

Article 13 - Convocations and communications.

- 13.1 Convening notices and notifications as referred to in the Fund's Terms to Unit-holders will be: (i) posted on the Website; or (ii) sent by post or by email to the (email) address mentioned in the Register.
- 13.2 The date of a convocation or communication will be the date of dispatch by the Fund Manager or the Depositary.

Article 14 - Financial year. Reporting.

- 14.1 The financial year is equal to the calendar year. The first financial year of the Fund shall close on December 31, 2021.
- 14.2 Each year, within six (6) months of the closing date of the financial year, the Fund Manager will prepare a report on the relevant financial year: the annual report. This annual report consists of a report of the Fund Manager and the annual financial statements. The annual financial statements consist of the balance sheet, the profit and loss account, and the explanatory notes. The notes contain at least an overview of the development of the value of the Fund's assets, the investments, and the composition of the Fund's investments at the closing date of the relevant financial year. The Fund Manager will publish the annual report as specified in the Information Memorandum.
- 14.3 Annually, no later than September 1 of that year, the Fund Manager will prepare a report for the first half of that financial year, the half-year report. The half-year report consists of a report from the Fund Manager and the half-year figures, consisting of the balance sheet, the profit and loss account, and the explanatory notes. At a minimum, the explanatory notes include a summary of movements in the value of Fund assets and the composition of the Fund's investments at the closing date of the first half of the relevant financial year. The Fund Manager will publish the half-year report as described in the Information Memorandum.
- 14.4 The Fund Manager and the Depositary will jointly adopt and sign the annual and half-year reports. If one or more signatures are missing, this shall be stated and the reason shall be given. The annual and half-year reports are available for inspection by all Unit-holders at the offices of the Fund Manager and may be requested from the Fund Manager by any Unit-holder.
- 14.5 The Fund Manager will instruct the Auditor to compile the annual financial statements and issue a compilation statement. The Auditor's report will be attached to the financial statements.
- 14.6 The Fund Manager may give instructions to the Auditor or to another expert deemed equivalent by the law.

Article 15 - Profit.

- 15.1 The profits of the Fund are added annually to the Fund's reserves unless the Fund Manager determines otherwise.

- 15.2 The Fund Manager may make interim distributions out of the Fund's assets. If the Fund Manager so decides, profit distributions can be claimed four (4) weeks after adoption of the annual report.
- 15.3 The pay-out of distributions to Unit-holders, the composition of the distributions and the manner in which they are made payable will be announced to the Unit-holder.

Article 16 - Termination of the Fund Manager or (the Board of Trustees of) the Depositary.

- 16.1 The Fund Manager will resign as such:
- at the time of dissolution of the Fund Manager;
 - based on voluntary resignation;
 - by the Depositary's irrevocable bankruptcy or because it loses free control of its assets in any way, including being granted suspension of payments; or
 - due to losing its registration in the Register maintained by the AFM pursuant to Section 1:107 Wft as an administrator exempted from the licensing requirement pursuant to Section 2:66a Wft.
- 16.2 The Board of Trustees of the Depositary shall resign as such:
- at the time of dissolution of the company that serves as the Trustee;
 - upon the resignation of the Board of Trustees of the Depositary; or
 - by the (Trustee of the) Depositary's irrevocable bankruptcy or because it loses free control of its assets in any way, including being granted suspension of payments.
- 16.3 The Fund Manager and/or the (Board of Trustees of the) Depositary may terminate their service term unilaterally subject to three (3) months' notice.
- 16.4 If the Fund Manager ceases to perform its duties for any reason, the Fund will be dissolved and liquidated in accordance with the provisions of Article 18.
- 16.5 If the Depositary (or its Board of Trustees) resigns, the Fund Manager will appoint a new (Board of Trustees of the) Depositary within one calendar month.
- 16.6 If the Board of Trustees of the Depositary resigns, the Fund Manager will appoint a new Board of Trustees for the Depositary.
- 16.7 If no successor Depositary or Depositary Board of Trustees has been appointed within three (3) months of the date when it became apparent that the Depositary or Depositary's Board of Trustees wished or was required to cease performance of its duties, the Fund will be dissolved and liquidated in accordance with the provisions of Article 18.

Article 17 - Applicability of and amendments to these terms and conditions.

- 17.1 By sending a signed request to the Fund Manager to allocate a Unit, an Investor submits to the provisions of the Fund Conditions. A copy of the Fund's Terms and Conditions may be obtained free of charge from the Fund Manager's office.
- 17.2 The Fund Manager will inform the Unit-holders of any intended material change to the Fund's Terms and Conditions and/or the Information Memorandum (including a substantive change to the Fund's investment policy), with statement of the nature of the intended change.
- 17.3 The Fund's Terms and Conditions can exclusively be amended by the Fund Manager and the Depositary jointly. Insofar as the changes referred to in the previous paragraph reduce the rights or securities of Unit-holders or impose charges on them or change the investment policy of the Fund, they will not take effect until the first Business Day after expiration of a period of three (3) months after informing the Unit-holders of the proposed change subject to the relevant notification requirements as set out in Article 13.1. A Unit-holder may withdraw during this period under the usual conditions.

Article 18 - Dissolution. Settlement.

- 18.1 A decision to liquidate the Fund can be made exclusively by the Fund Manager and the Depositary jointly, with due observance of the interests of the Unit-holders.
- 18.2 The Fund Manager will inform the Unit-holders of a decision as referred to in Article 18.1, with due observance of the provisions of Article 13.1. The liquidation balance will accrue to the Unit-holders in proportion to the number of Units held by each Unit-holder, whereby the Units will be cancelled.
- 18.3 The Fund Manager is responsible for the Fund's liquidation with full accountability to the Unit-holders before proceeding to make any distributions. The full accounts must be accompanied by an Auditor's report.
- 18.4 During the dissolution and liquidation process, the Fund's Terms and Conditions will continue to apply as far as possible.

Article 19 - Applicable law. Competent court.

- 19.1 The legal relationship between the Fund Manager, the Depositary and the Unit-holders is exclusively governed by Dutch law.
- 19.2 All disputes arising in connection with the Fund's Terms and Conditions, including disputes concerning their existence and validity, will be settled by the competent court, i.e. the Oost-Brabant District Court in Den Bosch.
- 19.3 If any part of the Fund's Terms and Conditions is or becomes invalid, void or non-binding, the Fund's Terms and Conditions will remain in force in all other respects. The Fund Manager will replace the invalid, void or non-binding provision with a provision which is valid and binding, ensuring that its effect corresponds to those of the invalid, void or non-binding provision as far as possible, taking into account the content and purport of the Fund's Terms and Conditions.

Article 20 - Final provisions.

In cases not covered by the Fund's Terms and Conditions, the Fund Manager and Depositary will decide jointly. In case of discrepancies and/or differences between this Information Memorandum and the Dutch version ("Informatie Memorandum", dated 30 September 2021), the Dutch version will prevail.