HiQ Invest Market Neutral Fund
A contractual fund domiciled in Amsterdam
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### DEFINITIONS

Unless the context otherwise requires, the words and expressions below, which are written with a capital letter in this prospectus have the following definitions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act on Financial Supervision</td>
<td>the Dutch Act on Financial Supervision (Wet op het financieel toezicht, Wft);</td>
</tr>
<tr>
<td>Administrator</td>
<td>the private limited liability company FundShare Administrator B.V., to whom the Manager has outsourced the performance of certain administration services, among which the (i) the fund administration; (ii) the calculation of the NAV per Participation; and (iii) the maintenance of the Register of Participants;</td>
</tr>
<tr>
<td>Affiliated Party</td>
<td>a natural person or legal entity that fits the definition of <em>gelieerde partij</em> as defined in article 1 BGfo;</td>
</tr>
<tr>
<td>AIFMD</td>
<td>The Alternative Investment Fund Managers (&quot;AIFM&quot;) Directive is a European union Directive which entered into force on 22 July 2013. The AIFM Directive regulates:</td>
</tr>
<tr>
<td></td>
<td>- fund managers based in the EU that mange alternative investment funds (&quot;AIFs&quot;);</td>
</tr>
<tr>
<td></td>
<td>- fund managers (wherever they are based) that mange AIFs in the EU; and</td>
</tr>
<tr>
<td></td>
<td>- fund managers (wherever they are based) that market the units or shares of an AIF in the EU;</td>
</tr>
<tr>
<td>Appendix</td>
<td>An appendix to this Prospectus;</td>
</tr>
<tr>
<td>BGfo</td>
<td>Decree on the Supervision of the Conduct of Financial Enterprises Wft (Besluit Gedragstoezicht op financiële ondernemingen Wft: “BGfo”) as applicable from time to time or any legislation which replaces it;</td>
</tr>
<tr>
<td>Business Day</td>
<td>any day Euronext Amsterdam is open for trading;</td>
</tr>
<tr>
<td>Cash Funds</td>
<td>Sub-Funds of the Fundshare Ucits Umbrella Fund or Fundshare Umbrella Fund corresponding to the following ISIN: NL0010661914, NL0010661922, NL0010872347, NL0010872362, NL0010937025, NL0011005103, NL0011005087, NL0011005061, NL0011005129, NL0011280581, NL0010384566</td>
</tr>
<tr>
<td>Custody</td>
<td>the holding of assets for the account of the Fund;</td>
</tr>
<tr>
<td>Custody Agreement</td>
<td>an agreement with the Custodian that covers the holding of the book entry rights related to the Financial Instruments of the Fund and related activities;</td>
</tr>
<tr>
<td>Custody Assets</td>
<td>financial instruments that may be held in custody as mentioned in article 21(8) (a) AIFMD;</td>
</tr>
<tr>
<td>Cut-off Time</td>
<td>the time (16:00 p.m. Central European Time) at a Valuation Day by which the issuance, redemption and transfer requests with respect to Participations must be received by the Administrator to be accepted for execution on the following Trading Day;</td>
</tr>
<tr>
<td>Depositary Agreement</td>
<td>the agreement between the Manager, the Depositary and the Legal Owner whereby the Depositary has agreed to act as depositary according to article 21 of the AIFMD;</td>
</tr>
<tr>
<td>Derived Right</td>
<td>any right created by a Participant, by the Legal Owner or by a third party, referencing to and directly or indirectly derived from a Participation issued by the Fund;</td>
</tr>
<tr>
<td>Financial Instruments</td>
<td>the types of financial instruments as defined in the definition of financial instrument in article 1:1 of the Wft;</td>
</tr>
<tr>
<td>Financial Supervisor</td>
<td>the institution to whom the Minister of Finance has delegated several tasks by or pursuant to the Wft, being the Dutch Central Bank (De Nederlandsche Bank, “DNB”) and the Netherlands Authority for Financial Markets (Autoriteit Financiële Markten, “AFM”). The supervision by AFM primarily relates to conduct of business supervision whereas DNB focuses on prudential supervision. When used in this Prospectus the definition refers to the AFM or DNB as the case may be;</td>
</tr>
<tr>
<td>Fund</td>
<td>HiQ Invest Market Neutral Fund, an open-ended tax transparent contractual fund in accordance with the law of the Netherlands as an AIF. The Fund was registered on 1 June 2007;</td>
</tr>
<tr>
<td>High Watermark</td>
<td>The High Watermark is the highest position that the NAV per Participation in the respective Participation Class has had since the start or since the last adjustment.</td>
</tr>
<tr>
<td>High Watermark Performance Fee</td>
<td>a fee received by the Manager as described in paragraph 18.2.2. of this Prospectus.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
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</tr>
<tr>
<td>Investments</td>
<td>all assets of the Fund that are acquired by Manager in the name of and on behalf of the Legal Owner and held by the Legal Owner in its own name for the account and risk of the Participants in relation to the Fund;</td>
</tr>
<tr>
<td>Key Investor Information Document</td>
<td>or KIID. (in Dutch: Essentiële Beleggersinformatie or EBI), the information document for UCITS and retail AIFMD funds as mentioned in Article 1 BfGfo;</td>
</tr>
<tr>
<td>Legal Owner</td>
<td>Stichting Legal Owner HiQ Invest Market Neutral Fund, a foundation incorporated under the laws of The Netherlands with its corporate seat (statutaire zetel) in Amsterdam. The Legal Owner is a separate entity that holds legal ownership of the assets of the Fund in accordance with article 4:37j Wft. The assets of the Fund are segregated in accordance with article 4:37j Wft.</td>
</tr>
<tr>
<td>Management</td>
<td>the management of the Fund for the risk and account of the Participants;</td>
</tr>
<tr>
<td>Management Fee</td>
<td>a fee received by the Manager as described in paragraph 18.2.1 of this Prospectus.</td>
</tr>
<tr>
<td>Manager</td>
<td>HiQ Invest B.V., a private limited liability company incorporated under the laws of The Netherlands with its corporate seat (statutaire zetel) in Amsterdam, or its legal successor, as well as any entity that is charged with the management of the Fund thereafter. The Manager is the management company of the Fund and is entrusted with the management of the Funds</td>
</tr>
<tr>
<td>Meeting of Participants</td>
<td>meeting of Participants of the Fund;</td>
</tr>
<tr>
<td>Member State</td>
<td>a member state of the European Union. The definition comprises countries which are not EU member states but which are part of the European Economic Area;</td>
</tr>
<tr>
<td>NAV</td>
<td>the total assets belonging to the Fund minus the liabilities of the Fund expressed in Euro;</td>
</tr>
<tr>
<td>NAV per Participation per Participation Class</td>
<td>the NAV of the Fund per Participation Class determined at Valuation Day divided by the issued and outstanding Participations in the Fund’s corresponding Participation Class at Valuation Day;</td>
</tr>
<tr>
<td>Participant</td>
<td>the natural person or legal entity that is registered in the Register of Participants as being entitled to one or more (Classes of) Participations in accordance with the Prospectus;</td>
</tr>
<tr>
<td>Participation</td>
<td>the beneficial interest in the Fund reflecting the pro rata share of a Participant in the NAV of the Fund;</td>
</tr>
<tr>
<td>Participation Class</td>
<td>the Participations in the Fund are divided into the Classes: A (closed as of 15-01-2011), B, C and D. Each Participation Class has its own conditions and cost structure;</td>
</tr>
<tr>
<td>Performance Fee</td>
<td>a fee received by the Manager as described in paragraph 18.1. of this Prospectus;</td>
</tr>
<tr>
<td>Prime Broker</td>
<td>The financial service providers providing Prime Brokerage and related Custody services to the Fund as defined in chapter 5 of this Prospectus;</td>
</tr>
<tr>
<td>Prospectus</td>
<td>This document and any relevant appendices if applicable form the Fund’s overall Prospectus;</td>
</tr>
<tr>
<td>Register of Participants</td>
<td>means a register maintained by the Administrator for the registration of the outstanding Participations and Participants;</td>
</tr>
<tr>
<td>SPV</td>
<td>Special Purpose Vehicle, a foundation established in Amsterdam, and used by DeGiro as a safekeeping vehicle (custodian entity under article 7:17 Nrgfo), for holding the investments of clients of DeGiro segregated from the own assets of DeGiro;</td>
</tr>
<tr>
<td>Settlement System</td>
<td>a securities settlement system as designated under directive 98/26/EC, including third countries securities settlement systems providing similar services used in connection with transactions in or relating to Financial Instruments and any nominee of the foregoing;</td>
</tr>
<tr>
<td>Sub-Custodian</td>
<td>any party directly (or indirectly through a custody chain) appointed by a Prime Broker in regard to Custody services for the purpose of holding and safekeeping of Financial Instruments, excluding a Settlement System;</td>
</tr>
<tr>
<td>Swap Counterparty:</td>
<td>A counterparty with which the Fund has stipulated a total return swap. The Fund has stipulated a total return swap with the following counterparties: Stichting Legal Owner FundShare Umbrella Fund, acting in its capacity as legal owner of FundShare Umbrella fund or Stichting Legal Owner FundShare UCITS Umbrella Fund, acting in its capacity as legal owner of FundShare UCITS Umbrella fund;</td>
</tr>
<tr>
<td>Trading Day:</td>
<td>a day on which Participations per Participation Class may be issued, transferred or redeemed. Hence, the Trading day is the first Business Day after the Valuation Day;</td>
</tr>
</tbody>
</table>
Valuation Day

A day as of which the NAV of a Participation per Participation Class will be determined in accordance with the Prospectus, being every 14th day of the month. If the 14th day of the month is not a Business Day, the NAV is calculated on the next Business Day.

Website

The website of the Fund Manager: www.hiqinvest.com.

Wft

Act on Financial Supervision (Wet op het financieel toezicht: “Wft”) as applicable from time to time or any legislation which may replace it. The Wft regulates Dutch and non-Dutch investment funds and their managers active in The Netherlands in the interest of investors and market integrity. A license under the Wft provides certain safeguards to investors as licenses are only granted if requirements concerning expertise, integrity, capital adequacy, the conduct of business and information provision are met; and

Wwft

Prevention of Money Laundering and Terrorist Financing Act (Wet ter voorkoming van witwassen en financieren van terrorisme: “Wwft”).

Please note that the definitions given here for a term in singular form also apply to the plural form and vice versa.
1 IMPORTANT INFORMATION

1.1 Structure and Classes

1.1.1 Contractual arrangement, establishment and duration
The Fund is a contractual fund located in Amsterdam, established under the laws of The Netherlands. As such the Fund itself is not a legal or natural person. The Fund was formed on 1 June 2007 for an indefinite period of time. The first participations were issued on 15 August 2007. The Fund’s business address is at the office of the Manager. The Fund is governed by this Prospectus, which applies to the Participants, the Manager, the Depositary and the Legal Owner.

Each Participation sees to a proportional share in the NAV of the Fund. The Fund’s Participations are divided into several Participation Classes, each with their own charge structure. The underlying investments and the risk profile of the various Participation Classes are the same.

The ISIN codes for Participation Classes A, B, C and D are as follows:
A: (ISIN NL0006018624); B: (ISIN NL0009732874); C: (ISIN NL0009732882); and D: (ISIN NL0009732890).

1.1.2 AIFMD
The Fund qualifies as alternative investment fund (“AIF”) and as of the date of this Prospectus has been registered for distribution to professional and retail investors in the Netherlands only.

1.1.3 Segregated liability and principle of limited recourse
In accordance with article 1:13 and 4:37j Wft, the assets of the Fund will first be used to satisfy claims arising from the Management and Custody of the Fund and then from the Participations in the Fund, before any other claim may be satisfied.

1.2 Prospectus
The Prospectus encompasses the rules (reglement) governing the Fund. The Prospectus contains general rules and information with regard to the Fund. All appendices to the Prospectus form an integral part of the Prospectus and should be read in conjunction with this Prospectus.

In case of any translations of the Prospectus, the Prospectus in English should be regarded at all times as the authoritative text. In the event of any differences of interpretation between the Prospectus in English and a translation of this Prospectus, the English version shall prevail.

No person is authorized to disclose information or to make statements on behalf of the Manager that are not included in this Prospectus. Should this occur however, one may not rely that the information is disclosed or the statements are made by the Manager. The prospectus may be updated from time to time. The provision of this Prospectus does not imply that after the date of this Prospectus, all recorded information is still correct. An updated version of the Prospectus shall be available on the Website or at the office of the Manager.

1.2.1 Governing law and jurisdiction
This Prospectus and the relation between the Participants, the Manager, the Depositary and the Legal Owner shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or relating to this Prospectus (including any dispute concerning the existence and validity thereof) shall be settled by the competent court in Amsterdam.

1.3 Investor Awareness and Responsibility
Investors should read the complete Prospectus prior to investing in the Fund. In addition, (potential) investors should, among other things, assess the most recent available financial information regarding the Fund prior to deciding whether or not to acquire Participations. The Prospectus should be read in conjunction with the most recent (semi-)annual report, the contents of which shall be deemed to be part of this Prospectus. The latest published (semi-)annual accounts of the Fund can be found on the Website and are deemed to be part of this Prospectus. Information on actual returns and historical expenses, can be found in these documents.

Potential investors in participations in the Fund are advised that the investment involves financial opportunities as well as financial threats. Investing in the Fund entails risks. The value of the Participations may fluctuate depending on the investment policy or due to fluctuations in the value of the Investments. Past performance is no guarantee for the future.

The Manager advises against investing in the Fund with borrowed funds. The Fund may take positions that exceed the NAV, as a result of which price fluctuations could have a major impact on the NAV of the Fund. The Fund is aimed primarily at asset Managers and other investors with sound knowledge of and experience in the field of investment and with a solid financial position.

Investing in the Fund is only suitable for investors:
- who have experience with and/or knowledge of trading in Financial Instrument;
- who are willing and able to bear the risk of a (substantial) decline in value of their investment in the Fund;
- for whom the interest in the Fund only represents a part of their total investments; and
- who are not dependent on the income from said investment.
Investors are advised to seek investment, legal and tax advice prior to acquiring Participations.

1.3.1 Key Investor Information Document
For this financial product a Key Investor Information Document (“KIID”) containing general information on the Fund, its fees and expenses and the risks involved is available. The information in the KIID, including the risk indicator, is subject to yearly review and updated when necessary. Before investing in Participations of the Fund please ask for this document or download it from the Website and read it carefully.

1.3.2 Means of Communication
The Website is the primary means of communication for information on the Fund. All current information can be found there and is available for downloading.

1.4 Marketing and selling restrictions
This Prospectus does not constitute an offer to sell or solicitation of an offer to buy Participations in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The Manager is licensed and subject to financial supervision in The Netherlands. The Fund is not a UCITS as defined in the UCITS Directive, for the purposes of marketing in the European Union. Currently, the Fund is registered for distribution to professional and retail investors in The Netherlands only.

1.4.1 Information for investors relating to the United States of America
The Participations will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), nor will the Manager be registered under the United States Investment Company Act of 1940, as amended. The Participations may not be offered, sold or delivered, directly or indirectly, in the United States of America (“USA”), its territories or possessions, any state of the USA and the District of Columbia, unless this is carried out in accordance with Regulation S of the Securities Act or due to an exemption from the registration requirements contained in the Securities Act. Except for certain limited exceptions, the Manager will not accept registrations from persons resident in the USA or acting for the account or benefit of any person in the USA (“US Person”).

The Participations of the Fund are not registered under the Securities Act in the USA and may not therefore be offered for sale in the USA or offered or sold to US Persons. US persons are deemed to be individuals, for example, who:

a) were born in the USA or in US sovereign territory,
b) are naturalized American citizens (or Green Card holders),
c) were born outside the USA as a child of a US citizen,
d) without being a US citizen, have their main place of residence in the USA,
e) are married to a US citizen or
f) are liable to pay tax in the USA.

The definition of ‘US Person’ also covers:

a) companies and limited companies established under the laws of one of the 50 US states or the District of Columbia,
b) companies and partnerships established under an Act of Congress,
c) pension funds established as US trusts and
d) companies that are liable to pay tax in the USA.

1.4.2 Responsibility to observe restrictions
Any person obtaining possession of a copy of this Prospectus is advised to take note of such limitations and act accordingly. The Fund, the Manager, the Depositary and the Legal Owner do not accept responsibility for non-compliance with any such limitation by any person whosoever, whether it concerns a potential buyer of Participations or not.
2 PARTICIPANTS

2.1 General
The Fund's capital received from the Participants shall be used for investing in accordance with the Prospectus. The Participants’ participation in the Fund is subject to the Prospectus.

2.2 Rights of Participants to the Fund Assets
Each Participant is an economic beneficiary and as such entitled to the value of the assets of the Fund in proportion to the number of Participations held by him. The Participations represent the entitlement to the Fund that is managed by the Manager in accordance with the policies set out in this Prospectus. The Participations are registered on name. No evidence of Participation in any form will be issued.

2.3 Equal treatment of Participants
The Fund will treat Participants in similar cases in a similar way.

2.4 Fair Treatment Participants
Whenever the Manager makes a decision concerning the Fund, it will consider whether any consequences of this decision are unfair to the Participants, taken into account the Prospectus and the reasonable expectation of the Participants based on the Prospectus and pursuant to applicable laws and regulations.

2.5 Liability of Participants
Acquisition of Participations only creates rights and obligations for the Participant with respect to the Fund and not towards other Participants. Participants are not liable for the obligations of the Manager, Legal Owner or Depositary. Participants are also not liable for any losses of the Fund to the extent that these go beyond the level of their paid up or yet to be paid contribution for their Participation.

2.6 Register of Participants
This Register of Participants typically takes the form of a record book that lists the owners of Participations in the Fund as issued by the Fund. The Manager has delegated the maintenance of the Register of Participants to the Administrator. The Register of Participants records the following:

- names and addresses of all Participants, with the amount of the Participation held by each Participant;
- client identification documents; and
- bank account number.

The Register also notes transaction details (dates, Participants involved etc) in relation to:

- issue of Participations to Participants;
- transfer of Participations by or to Participants; and
- repurchase or redemption of Participations from Participants.
3 MANAGER

3.1 License Financial Supervisors and withdrawal of license

The Manager of the Fund is operating under the licenses as described in article 2:65 (alternative investment funds - AIFMD) and 2:69b (undertakings for collective investment in transferable securities - UCITS) Wft and in that respect is authorized by the Financial Supervisor to act as an investment fund manager for these types of funds. The Financial Supervisors have licensed the Manager on 3 November 2006 on the grounds of article 2:67 Wft and on 17 June 2014 on grounds of article 2:69c.

Copies of the licenses will be made available to the Participants for a maximum charge of the costs involved and are available for inspection on the Website. In the event of the license being revoked pursuant to article 1:104 Wft, Participants will be notified at their e-mail address.

The Manager manages the following Funds:
- HiQ Invest Fundamental Value Fund (AIF);
- HiQ Invest Market Neutral Fund (AIF);
- FundShare Umbrella Fund (AIF); and
- FundShare UCITS Umbrella Fund (UCITS).

3.2 Duties and powers of the Manager

The duties and powers of the Manager shall include:
- setting and execution of the investment policy. The Manager shall make the decisions on the investment activities;
- risk management and monitoring of the Investment Restrictions;
- keeping the books of the Fund including the Register of Participants;
- ensuring proper and accurate valuation of the assets of the Fund and accurate and timely determination of the NAV of the Fund; and
- safeguarding the interests of the Participants.

The Manager has decided to delegate the services of fund accounting and (financial) administration, the administration of the Register of Participants and the calculation of the NAV in relation to the Fund to a professional third party.

3.3 Board and Directors of the Manager

The following persons – who are also the directors of the Manager and as such members of the managing board of HiQ Invest B.V. – qualify as persons that co-determine the daily policy of the Manager in accordance with 4:37c Wft:
- dr. ir. J.H.M. Anderluh, residing in Delft, as director (partly) responsible for the Trading Process, Investment Policy, Compliance & Risk, Reporting and the IT systems;
- drs. N.J. Klok CFA, residing in Amsterdam, as director (partly) responsible for the Trading Process, Investment Policy; he also maintains contact with: clearing agents, brokers, the Administrator and the Depositary.

Mr. J.H.M. Anderluh and Mr. N.J. Klok are also directors of DeGiro B.V., one of the Prime Brokers of the Fund and an Affiliated Party of the Manager.

3.4 Equity

For capital adequacy purposes the common equity capital of the Manager should be at least the higher of:
- EUR 125,000 with a premium of 0.02% of the excess of assets under management exceeding EUR 250 million, up to a maximum of EUR 10 million (article 63 BPR); or
- 25% of the fixed costs of the preceding financial year (CRR 97).

3.5 Financial Year and Annual Accounts

The financial year of the Manager coincides with the calendar year. Within six months after every financial year, the Manager prepares the annual accounts. The annual accounts are available in English on the Website.

3.6 Articles of association of the Manager

The Manager’s articles of association are available for inspection at the office of the Manager; a copy is always available on the Website.

3.7 Complaints procedure

3.7.1 Complaints handling

In the event of complaints about the Fund, the Manager, the Administrator or the Depositary, these can be submitted through a registered letter to the Manager’s address: Rembrandttower 9th Floor, 1096 HA Amsterdam to the attention of the Compliance Officer or via e-mail to the attention of the Compliance Officer via the e-mail address: klanten@hiqinvest.nl.

3.7.2 The Financial Services Complaints Board

If the Participant is a consumer and in the opinion of the Participant the dispute has not been satisfactorily solved by the Compliance Officer, the Participant can present the dispute for mediation to the Klachteninstituut Financiële Dienstverlening (Kifid). The Manager is a member of KIFID with registration number 400.000.378.
Complaints can be directed to:
PO Box 93257
2509 AG THE HAGUE

Or can be filed online through the website of KiFID.

Website:  https://www.kifid.nl/
Telephone: +31 (0)70-333 8 999

3.8 Administrator

The Manager has engaged the Administrator to provide certain financial, accounting, administrative and registrar services to the Fund. The Administrator provides such services under the direction of the Manager and pursuant to an administration agreement (the “Administration Agreement”) between the Administrator and the Manager.

The tasks delegated to the Administrator include:

3.8.1 Fund accounting services

- computation of fees and accruals;
- trades, positions and cash reconciliations;
- capital account maintenance;
- independent and timely calculation of the NAV per Participation per Participation Class;
- financial reporting in accordance with Dutch GAAP requirements;
- maintenance of full multi-currency accounting records.

3.8.2 Fund administration services

- maintain official books and records;
- process trade-related transactions and corporate actions;
- process subscriptions, redemptions, transfers and switches.

3.8.3 Investor services

- maintenance of all investor records (Register of Participants);
- reporting and communication services including preparation of notices, contract notes, NAVs per Participation and holdings statements;
- performance of anti-money laundering/investor identification checks based on Wwft requirements. The Administrator is authorized to sub-delegate this task where necessary.

The Administrator will not provide any investment advisory or management service and therefore will not be in any way responsible for the Fund’s performance. The administrator will not be responsible for monitoring investment decisions or compliance with investment restrictions and therefore will not be liable for any breach thereof.

3.9 Liability towards Participants

The Manager acts for the expense and risk of the Fund and shall not be liable for losses which are the consequence of the reduction in value of investments and drop in prices or any other cause whatsoever.

The Manager shall be liable for damages to the extent such damages are the direct result of gross negligence (grote schuld), fraud or willful misconduct (opzet) of the Manager. The same applies if the Manager has delegated or entrusted a third party with any of its tasks or duties.

The Manager holds:

- sufficient own funds;

The Manager’s parent company (LPE Capital B.V.) holds:

- professional liability insurance policy (a group policy coverage EUR 5,000,000.00 per year).

Both measures are deemed appropriate to cover potential liability risks arising from professional negligence.
4 DEPOSITARY

4.1 General
KAS Trust & Depositary Services B.V. was incorporated on June 9, 1966, and has its registered office in Amsterdam in accordance with its articles of association. The Depositary is registered with the Chamber of Commerce and Industry in Amsterdam under number 33117326.

4.2 Board
The following persons determine the daily policy of the Depositary in accordance with article 4:9 Wft:

- J.N.P. Laan;
- R.F. Kok; and
- S.F. Plesman.

The above directors will determine the daily policy pursued by the Depositary. The directors do not engage in any activities related to the portfolio and risk management of the Manager.

4.3 Depositary functions and duties
The Depositary acts as the depositary for the Fund under the Wft, based on a written contract with the Manager appointing the Depositary as the Fund’s depositary. The Depositary is responsible for certain functions and duties with respect to the following areas:

- **Asset reconciliations**: reconciliations are being conducted on a regular basis between the Depositary’s internal accounts and records and those of any third party to whom custody functions are delegated.
- **Cash flow monitoring**: monitoring the Fund’s cash-flows, all accounts (Financial Instruments and cash) are opened under the name of the Legal Owner regarding the Fund;
- **Custody**: ensuring that the Fund’s Financial Instruments that fall under AIFMD article 21, 8 sub a (“Custody Assets”), are held in custody appropriately;
- **Income**: the Depositary ensures that a Fund’s income is applied in accordance with applicable national law (Wft) and this Prospectus; and
- **Investment Policy Supervision**: supervise the execution of the investment policy as set by and executed (implemented) by the Manager, if applicable, in accordance with the relevant stipulations in the Prospectus on a post trade basis;
- **Investor Subscriptions and Transactions**: overseeing the sale, issue, repurchase, redemption and cancellation of Participations of the Fund, meaning that the correct number of Participations are issued to the Participants upon entry, and that Participants that redeem their Participations receive the proper redemption amount;
- **Managers instructions**: the Depositary carries out the Manager’s instructions, unless they conflict with applicable national law (Wft) and this Prospectus;
- **Ownership Verification**: verifying the acquisition of the other assets (including derivatives) of the Fund that fall under AIFMD article 21, 8 sub b (“Other Assets”) and the correct registration of these Other Assets;
- **Remittance**: the Depositary ensures that in transactions involving the Fund’s assets any consideration is remitted to the Fund within the usual time limits;
- **Standard of behavior**: The Depositary shall act independently, honestly, fairly and professionally and in the interest of the Fund and its Participants.
- **Valuation**: The Depositary ensures that the Fund’s Participations are valued in accordance with applicable national law (Wft) and this Prospectus. The Depositary verifies on an ongoing basis that appropriate and consistent procedures are established and applied for the valuation of the assets of the Fund and that the valuation policies and procedures are effectively implemented and periodically reviewed.

To perform its functions and duties the Depositary may rely on the accuracy of figures and information provided by the Manager and the Administrator.

4.4 Depositary Agreement
The Manager and the Depositary have signed a Depositary Agreement, which stipulate the manner in which the Manager should enable the Depositary to exercise its Depositary tasks properly. The Depositary Agreement between the Manager and the Depositary is agreed upon for three years. Both, the Manager and the Depositary may terminate the agreement in writing with due observance of a notice period as agreed in Depositary Agreement.

The Depositary Agreement is in English and a copy of written agreement between the Depositary and the Manager is available to the Participants for a maximum charge of the costs involved.

4.5 Liability
As required under Rules and Regulations, the Depositary is liable towards the Fund and the Participants:

- for losses suffered by the Participants as a result of the loss of Financial Instruments that can be taken into custody as referred to in Article 21, 8 sub a AIFMD (“Custody Assets”), (unless the Depositary can prove that the loss is the result of an external event over which the Depositary reasonably has no control and of which the consequences have been unavoidable despite all efforts to prevent them); and
- for losses suffered by the Participants as a result of failure to properly fulfil its obligations as a result of intentional or negligent failure.
The Depositary shall not be liable for loss of Custody Assets, under the circumstances set out in paragraph 12 of Article 21 AIFMD and Article 101 of the Delegated Regulation:

- the event which led to the loss is not the result of any act or omission of the depositary or of a third party to whom the custody of financial instruments held in custody in accordance with point (a) of Article 21(8) of Directive 2011/61/EU has been delegated;
- the depositary could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice;
- despite rigorous and comprehensive due diligence, the depositary could not have prevented the loss.

In case the Depositary is liable for the loss of Custody Assets, it will at its own costs replace the lost Custody Assets with (equivalent) Custody Assets or compensate the Fund by paying the value of the lost Custody Assets.

### 4.5.1 Discharge of Liability for loss of Custody Assets

The Depositary may, discharge itself of the liability for loss of Financial Instruments by transferring it to its Custodian(s) (meaning that the Depositary will no longer be liable in case of loss of Custody Assets), if it complies with the requirements set out in Article 21, paragraph 13 AIFMD and therefore provided that:

- the delegation of functions to the Custodian meets the requirements set in Art 21(11) AIFMD;
- the discharge of liability is expressly agreed in writing between the Depositary and the Manager, with indication of the objective reasons of it; the liability is expressly transferred the Custodian by the Depositary in a written contract which makes it possible for the Fund or for the Manager on its behalf or for the Depositary on their behalf to make a claim against the Custodian in respect to such loss;

Additionally, the Depositary shall not be liable in case the laws of a third country requires that certain Financial Instruments shall be taken into custody by a local entity and there are no local entities that satisfy the requirements of Article 21, paragraph 11, sub d, and the requirements of Article 21, paragraph 14 of the AIFMD have been complied with.

### 4.5.2 Direct claims by the Participants to the Depositary after loss of Custody Assets

Where it has been agreed that the Participants have a direct claim on the Depositary in the case of liability of the Depositary the following applies:

- the relevant Participants will submit their claim to the Manager;
- the Manager will then seek reimbursement from the Depositary for the damage suffered, if necessary, take legal action;
- if the Manager, for whatever reason, does not take the requested measures against the Depositary (or does not carry them out adequately or expeditiously enough), the Participants shall be entitled to take such measures themselves.

### 4.5.3 Limited Recourse

In case of liability of the Depositary in relation to the Fund, the Manager, the Legal Owner and the Participants of the Fund have limited recourse against the Depositary. They only have recourse to the own equity of the Depositary.

### 4.6 Legal ownership of assets

Stichting Legal Owner HiQ Invest Market Neutral Fund will be the legal owner of the Fund, in accordance with article Wft 4:37j. The Legal Owner will acquire, hold and dispose of the assets of the Fund. To this end the Legal Owner shall keep the assets of the Fund in accounts on its own name.

A Participation gives the Participant a contractual claim against the Legal Owner for payment of an amount equal to the NAV of a pro rata share in the Fund subject to the Prospectus. As such, Participants have no proprietary rights with respect to the assets of the Fund but an economic (beneficial) interest in the assets and liabilities of the Fund.

The Legal Owner may not acquire any assets or assume any obligations for its own account other than in relation to the Fund. Obligations that are or become part of the Fund are or will be entered in the name of the Legal Owner whereby it is explicitly stated that the Legal Owner is acting in its capacity of legal owner of the fund.

The Legal Owner holds the assets of the Fund in its own name and capacity on accounts in its name with the Custodian. The Manager will duly select and monitor each party where the Legal Owner holds or will hold assets of the Fund.

### 4.7 Other

Upon request, if applicable, investors will be provided updated information on:

- the name of the Depositary that holds the assets of the Fund in custody and a description of its tasks and any conflicts of interest.
5 PRIME BROKERAGE AND CUSTODY

5.1 Prime Brokers
For the performance of transactions and holding the resulting positions in Financial Instruments of the Fund, the Manager and the Legal Owner currently use the following Prime Brokers:

- ABN Amro Clearing Bank N.V.;
- DeGiro B.V.

The above mentioned Prime brokers also perform the function of custody of investments.

For selection of a Prime Broker/custodian, the following criteria are used: the party should be a licensed financial institution with license to provide investment services from an European Union member state. It should be able to fulfil the requirements set by UCITS and/or AIFMD legislation. No minimum credit rating is require.

5.2 ABN AMRO Clearing Bank N.V.
The Legal Owner holds the investments of the Fund in its own name in an account opened at AACB under a Master Clearing Agreement and a Custody agreement respectively regulating the clearing services and the custody services.

5.2.1 Use of clients financial instruments
AACB has been granted the right of use over the financial instruments held for the account of the Fund. The Fund Manager has provided its consent to such right of use within the custody agreement. The Manager and the Legal Owner have granted to AACB the right to reuse financial instruments pledged by the Fund to the extent that such financial instruments constitute financial collateral (i.e. geld of effecten) as referred to in section 7: 51 (d), (e) DCC. To the extent that such assets constitute financial collateral AACB will have the right to use or sell such financial instruments with the obligation to redeliver the equivalent, in accordance with art. 7: 53 DCC.

5.2.2 Transfer of liability
Subject to the conditions and specification set out in the custody agreements, the Depositary’s liability for loss of financial instruments as set out in article 21(12) AIFMD for assets held by AACB (or the entities specified in the custody agreement) or a subcustodian selected and monitored by AACB has been transferred to AACB.

5.3 DeGiro B.V.
The Legal Owner holds the investments of the Fund in its own name in accounts opened at DeGiro under a client agreement with the DeGiro. DeGiro also perform custody services via its SPVs and has therefore stipulated a custody delegation agreement with the Depositary. DeGiro is an Affiliated Party of the Manager.

5.3.1 Segregation of client assets
DeGiro does not hold the assets itself. The investments of the Fund are held through affiliated custodian entities (bewaarinstellingen) under article 7:17 Nrgrfo, as specified in the client agreement of DeGiro. For the Custody of the assets, DeGiro uses these custodian entities to protect the rights of its clients though effectively segregating their assets from its own assets. Protective measures are necessary to avoid a situation in which assets held for the account of clients, would be deemed part of the assets of DeGiro in the event of the bankruptcy of the DeGiro.

5.3.2 Sub-Custody of Financial Instruments
DeGiro holds the Financial Instruments of the Fund with Sub-Custodians in the Custody chain. The Sub-Custodians are regulated financial institutions, with whom the DeGiro has opened accounts through its custodian entities. DeGiro performs periodic due diligence in order to monitor their performance, to verify that their exercise a high standard of care, prudence and diligence in the performance of their custody task and in particular that they effectively segregation of assets.

5.3.3 Use of Financial Instruments
The legal owner and the Manager have consented to reuse of the investments of the Fund within the client agreement regulating the services provided by DeGiro. Pursuant to the client agreement, DeGiro has contracted the right to use the securities of the Fund. In such an occurrence, DeGiro procures that its SPV holds collateral to the amount of at least 104% of the value of the securities that are used. When DeGiro makes use of securities of its clients, the SPV will have a right of redelivery against DeGiro. In addition, when the Fund has consented to DeGiro granting a right of pledge over the money and securities that its SPV holds with third parties, when such third parties require security for the provision of services the Fund makes use of.

5.4 Deposit account
The Legal Owner has a bank account for money, with the following party under supervision:
ABN AMRO Bank N.V.
6 AVOIDANCE AND DISCLOSURE CONFLICTS OF INTEREST

6.1 Fund governance
The Manager applies a number of principles to guarantee sound conduct of business and proper provision of its services (within the meaning of Article 4:11, 4:14 and 4:25 of the Wft). Those principles are implemented in a Fund Governance Code to protect the interests of the Fund’s Participants and manage any potential conflicts of interest. The Fund Governance Code can be found on the Website.

6.2 Measures to avoid conflicts of interest
The Manager, the Administrator and the Prime Broker DeGiro B.V. might face a conflict of interest with the Fund when performing their duties. In order to avoid conflicts of interest, they have implemented effective organizational and administrative measures, appropriate to their size and organization and to the nature, scale and complexity of its business. Such measures include:

- independent (group) compliance function;
- independent (group) risk function;
- Chinese wall procedures (segregation of information and activity areas);
- segregation of duties and dual controls (back office versus front office);
- Remuneration Policy, no direct links between remuneration of relevant persons and potentially conflicting other activities;
- Order Execution Policy;
- Conflicts of interest policy;
- Code of Conduct. The Code of Conduct includes rules on personal transaction aimed to prevent conducts which may result in market abuse (front running, insider trading prohibition).

6.3 Disclosure of conflicts of interest
When the organisational measures and administrative arrangements put in place in order to avoid and/or manage conflicts of interest are not sufficient to ensure, with reasonable confidence, that any risk of damage to the interest of the Fund or of the Participants will be prevented, the daily policy makers of the Manager will be informed of such conflict of interest in order for them to take the necessary decisions in order to ensure that the best interest of the Fund and its Participants is pursued. The Manager will disclose such situation to the Participants in a durable medium together with the reasons of the any decision taken. By acquiring Participations, each Participant will be deemed to have acknowledged the existence of such potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict.

6.4 Remuneration Policy

6.4.1 Summary of the Remuneration Policy
The remuneration policy of the Manager has been adopted by its management board. The Remuneration policy aims to promote a sound and effective risk management, to discourage the taking of more risks than it is acceptable considered the risk profile of the Funds managed, their rules or instruments of incorporation and to maintain a sound capital base.

The remuneration policy is in line with the business strategy, objectives, values and long-term interests of the Manager and it is designed to avoid conflict of interests. The remuneration includes a fixed base component, a variable remuneration and pension benefits. The fixed and variable components of the remuneration are distributed in a balanced way. The remuneration policy is flexible and aims to safeguard a sound capital base, while providing sufficient reward to key personnel.

The fixed component of the remuneration reflects the relevant work experience and organizational responsibility of the relevant employee. The variable component is designed to reflect both financial and non-financial criteria. The variable component of the remuneration is calculated based on a combination of the assessment of the performance of the individual, the performance of the relevant business unit and/or Fund concerned, the overall results of the Fund and the performance of the group.

6.4.2 Availability Description Remuneration Policy
A description of the latest remuneration policy is available on the Website. A paper copy will be made available free of charge upon request.
7 INVESTMENT OBJECTIVE, POLICY, RISKS AND RESTRICTIONS

7.1 Investment Objective
The Fund is an investment fund with the objective of realising an absolute positive return, regardless of movements in the market. The Fund aims to a correlation of zero with the stock market (Euro Stoxx 50) (or a beta of zero with the market). Therewith the Fund strives for an annual net return of between the 4 and 10 %.

7.2 Investment Policy
The Fund makes use of the latest investment instruments and techniques in order to increase the absolute positive return and to limit the risks. This takes place partly by taking short positions, credit lines via the Prime Brokers and derivatives trading.

7.2.1 Techniques and Instruments
The assets of the Fund are spread in a balanced way over the following four strategies:
- Fundamental Long-Short
- Event-Driven
- Statistical Arbitrage
- Market-Making

7.2.1.1 Fundamental Long-short
The composition of the Fund’s long-short portfolio is based on the model developed especially for that purpose by the Manager. With the aid of this model, an estimate is made of the value of listed companies. Companies are sought that, on the basis of past figures, show relatively good or poor operational and financial growth and the shares of which, in the Manager’s opinion, are strongly undervalued or overvalued. A pre-selection takes place for this purpose on the basis of an automated link between the model and the database of one of the world’s biggest providers of financial data. This automated pre-selection is necessary in order to be able to analyse all shares in that universe within a foreseeable period. The final selection is based on a deepening of the analysis of all the available data on the pre-selected companies.

Important criteria for both the pre-selection and the final selection of the investments are:
- the growth of the operational cash flow and profit;
- the quality of the management and the Supervisory Board;
- the balance sheet and thus the continuity of the company;
- the market position and its development;
- any relative undervaluation or over-valuation of the company;
- the valuation of the company in its sector; and
- the sectoral spread.

7.2.1.2 Event-driven
Financial constructions are set up in response to developments in the market. In this way, the Fund responds to temporary price imperfections of Financial Instruments. These may include arbitrages between different countries and regions.

7.2.1.3 Statistical Arbitrage
On the basis of analysis of historical price movements, a forecast of future price movements is drawn up. Long and short positions are taken on the basis of the outcomes of this. The analysis is produced partly through a factor analysis, regression analysis, correlations and algorithms.

7.2.1.4 Market Making
To optimise the performance, the lowest trading costs and best prices are very important. Market making (as a Market Maker or Liquidity Provider) achieves both goals.

7.2.2 Derivatives
The Fund will make use of listed derivatives and non-listed derivatives (OTCs) for the implementation of its investment policy. No restrictions apply for this.

7.2.3 Short transactions
The Fund may contract short transactions. A short sale involves the sale of securities that the seller does not hold. In order to be able to deliver the sold securities, the seller borrows the securities from a third party. These transactions are facilitated by one or more Prime Brokers. The Fund needs to post security for these, in the form of cash and/or securities. The amount of the security determines the maximum amount for which securities can be borrowed and short positions can be taken. No further restrictions apply for the scale of the borrowing positions and the short positions. A short position is closed by buying as many securities in the market as are needed in order to redeliver to the lender the same number of securities as were borrowed. Borrowing transactions will be contracted on commercial terms, with the costs being charged to the results of the Fund.

7.2.4 Provision of collateral
The Fund may provide collateral (e.g. rights of pledge) for compliance with its obligations from contracted transactions or loans.
7.2.5 **Leverage**
The Fund uses leverage (credit facilities/loans, short transactions in securities and transactions in derivatives) at the Prime Brokers to implement the investment policy. To this end, the Fund holds part of its assets at Prime Brokers, in accounts to which rights of pledge are attached. No maximum has been set for the amount that can be borrowed.

7.3 **Affiliated Parties**
Within the scope of the investment policy, transactions can be entered into with parties related to the Manager. This predominantly relates to derivatives transactions undertaken - and agreements entered into - with the Swap Counterparties. Transactions conducted with Affiliated Party will take place under market conditions. Transactions with related parties outside of a regulated market, stock exchange or other organised, regularly operating, recognised open market will in all cases be based on independent valuations or reference prices taken from the relevant primary markets of the Financial Instruments transacted.

The Fund may invest more than 20% of its managed assets in one of the Cash Funds, which are Affiliated Party to the fund. Information about the Cash Funds can be found on the Website.

7.4 **Use of Securities**
The Prime brokers have been granted the right to use Financial Instruments held on account of the Fund. The Fund Manager has provided its consent in the respective agreement as defined in section 5.

7.5 **Periodical checks liquidity risk**
The Fund invest mostly in freely tradable liquid (listed) investments and are therefore not exposed to any significant liquidity risk. The Fund is able to liquidate their interests responsibly and without significant price effects, in a short time frame. The Manager periodically checks whether the Financial Instruments included in the portfolio still meet the criterion and, take appropriate measures if necessary.

7.6 **Changes to the investment policy and/or investment restrictions**
As stated in paragraph 15.1, the Manager may make changes to the investment policy and/or the investment objectives of the Fund with the prior approval of the Depositary. In that case, the Manager shall notify the Participants in the Fund. Any material changes decided upon cannot become effective until one month after the notification of such decision. During this one month period Participants may redeem their Participations under the usual conditions.
RISK FACTORS

Potential investors in Participations are advised that the investment involves financial opportunities as well as financial threats. Investing in the Fund entails risks. The value of the Participations may fluctuate depending on the investment policy or due to fluctuations in the value of the Investments. Past performance is no guarantee for the future. Investors in the Fund may suffer significant losses and even lose their entire investment. Consequently, the Fund is only suited for investors who can accept such level of risk. Interested investors are therefore advised to inform themselves of the risks set out below.

The list below is ordered by the estimated level of importance of each risk for the Fund and is not exhaustive; other risks than the ones identified therein may arise and unidentified risks may have a greater impact on achieving positive returns than the risks that are identified.

It is recommended to interested investors to read this Prospectus carefully and to consult advisors. Note that the value of the securities may fall as well as rise. An investment in the Fund should therefore be regarded as long-term and should form part of a diversified investment portfolio. Interested investors must have the financial ability and willingness to accept the risks inherent to the Fund.

8.1 Market and Price Risk
The Fund aims to hedge the market risk as far as possible (equity market neutral). Nevertheless, it is quite possible that the funds is exposed to market risk. Market risk is the risk that market movements will affect the value of the Fund. Investments in some securities carries a high degree of risk. The value of such investments may decline or be reduced to zero. Market movements can be influenced by price movements of shares, bonds and currency rates. Due to market movements, the value of a position can be significantly decreased. Price movements can also have an impact on all instruments and decrease the value of the Fund.

8.2 Operational Risk
Operational risk may be incurred across business activities and support control functions (e.g. information technology and trade processing). The business is highly dependent on its ability to execute, on a daily basis, a large number of orders in different financial instruments across numerous global markets and to reconcile call-backed orders by the exchange against street side broker positions to ensure integrity, completeness and accuracy of the trading database. The human failure can occur in all processes where humans are involved. Settlement processes are performed by employees. Entering transactions and reconcile positions are done manually. The operational risk can also manifest due to non-ethical behaviour like fraud, market abusing trades, market manipulation.

8.3 Interest Rate Risk
The value of any fixed income security held by the Fund will rise or fall inversely with changes in interest rates. Interest rates typically vary from one country to another, and may change for a number of reasons. Those reasons include rapid expansions or contractions of a country’s money supply, changes in demand by business and consumers to borrow money and actual or anticipated changes in the rate of inflation. In general, if interest rates increase, one may expect that the market value of a fixed income instrument which pays interests would fall, whereas if interest rates decrease, one may expect that the market value of such investment would increase.

The Fund holds short position in interest rate futures like Euro-Bund futures, Euro Bobl Futures, Euro-Schatz futures. The positions in those futures are considered as a hedge for bond portfolio. Interest rate is also applicable for option positions. General dependence between interest rate and option prices shows that call price rises when interest rate rises. Put option price has the opposite effect and drops when interest rate rises.

8.4 IT Risk
The IT risk concerns the risk that the IT systems are not functioning properly. Since the Fund is fully dependent on IT systems, it is crucial that these systems work properly. Each malfunction, system disconnection can have impact on the Fund value. All business operations of the Fund make use or are developed on mainly in-house developed IT systems that are highly integrated. The main automated business processes are: order execution, administration (position and record keeping), reconciliation and regulatory reporting of transactions and accounts and risk management. The Fund is heavily dependent on automated data processing and applications (specific tooling) used to create reports or perform analysis.

8.5 Derivatives Risk
The risk that the value of the derivatives will decrease sharply. Derivatives are likely to fluctuate more than underlying securities. Relatively small market movement will have a proportionately larger impact. Due to the low margin deposits normally required in trading financial derivative instruments, an extremely high degree of leverage is typical for trading in financial derivative instruments.

8.6 Liquidity Risk
In some circumstances, investments may be relatively illiquid making it difficult to acquire or dispose of them at the prices quoted on the various exchanges. Accordingly, the Fund's ability to respond to market movements may be impaired and the Fund may experience adverse price movements upon liquidation of its investments. If trading on an exchange is suspended, the Fund may not be able to execute trades or sell positions at prices that the Fund believes are desirable.

8.7 Leverage Risk
The risk that the Fund will invest with borrowed money. It results in positions greater than net liquidity value. The Fund may take positions with borrowed Funds that exceed its total NAV. This will result in fluctuations that may have an increased impact on the Fund’s NAV.

8.8 Strategy Risk
The risk that Fund’s strategies will not fulfill their goal. There can be multiple issues concerning this risk:

Market Neutral Fund – Prospectus
- technical failure;
- focusing on one strategy only;
- overinvest in one particular strategy;
- developing to many strategies and difficulties with managing them;
- keeping non-profitable strategies.

### 8.9 Redemption Risk

The risk relating to a high number of redemption requests occurring in a short time frame. In such situation the Fund may face sudden and significant liquidity needs, which may lead to a situation of distress with impact on the pursuit of the trading activities and strategies of the fund and in a reduction of the assets under management. If the Fund uses their cash holding as a buffer to meet redemptions, it can mitigate fire sales of the positions held in Fund.

### 8.10 Short Position Risk

The risk that short value of the short position will increase. When it enters in short positions, the Fund is exposed to unlimited increase in value of the positions. While profit is limited to 100%, potential loss is unlimited. There is also a risk that Fund will receive a recall. When counterparty will recall the position there is a need to close the short position.

### 8.11 Conflict of Interest Risk

The Manager, the Administrator, the Prime Broker DeGiro B.V., might encounter a conflict of interest with the Fund when performing their duties. If this happens an effort will be made to find a solution for the Fund as soon as possible without damage resulting from such conflict. The Manager and/or the directors can be involved directly or indirectly in investing in, managing or providing advice to other funds (investment or otherwise) that trade assets also traded by the Fund. Neither the Manager nor the directors will have a duty to allocate any investment opportunities to the Fund in their entirety but, if the situation arises, they will divide such opportunities between the Fund and their other clients equally.

### 8.12 Credit Risk

An investment in bonds or other debt securities involves counterparty risk of the issuer of such bonds or debt securities which may be evidenced by the issuer’s credit rating. An investment in bonds or other debt securities issued by issuers with a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than that of more highly rated issuers. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties this may affect the value of the bonds or other debt securities (which may be zero) and any amounts paid on such bonds or other debt securities (which may be zero). In case of default, for example, the issuer may not be able to meet its obligations to repay the nominal amount and interest. This may in turn affect the NAV of the Fund.

### 8.13 Regulatory Risk

The regulatory environment for investment funds is evolving and changes therein may adversely affect the Fund's ability to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Fund. The effect of any future regulatory or tax change on the Fund is impossible to predict.

### 8.14 Political, Government Risk

The risk that rules and regulations issued by government or regulators will affect the business and actions performed by the Fund. Economic and political instability could lead to changes or reversal of legal, fiscal and market regulations. Assets could be compulsorily re-acquired without adequate compensation. It can happen that trading on certain market will be limited or suspended. Administrative risks may result in the imposition of restrictions on the free movement of capital. A country’s external debt position could lead to sudden imposition of taxes or exchange controls.

### 8.15 Currency Risk

Since the instruments held by Fund may be denominated in currencies different from Euro, the Fund may be affected unfavorably by exchange control regulations or fluctuations in currency rates. For this reason, changes in currency exchange rates can affect the value of the Fund's portfolio.

### 8.16 Inflation Risk

The inflation risk is the uncertainty regarding future inflation and purchasing power. Cash flows generated by the Fund may be worth less in the future due to increased prices.

### 8.17 Counterparty Settlement Risk

In entering into transactions which involve counterparties (such as OTC), there is a risk that a counterparty will wholly or partially fail to honor its contractual obligations. The Fund could experience delays in liquidating the position and significant losses, including declines in the value of the investment during the period in which the counterparty is not able to meet its obligations. Losses of Financial Instruments may be sustained by the Fund as a result of negligence, fraudulent behavior and/or the liquidation, bankruptcy or insolvency of a counterparty.

The Fund is facing the counterparty risk for the total return swap. The underlying of the swap is a bond portfolio. The Total Return Swap is an OTC derivative, highly related with portfolios of cash funds managed by HiQ Invest. There is risk that the counterparty will not be able to fulfill the swap conditions.
8.18 Securities Lending Risk
The risk that positions held by the Fund will be lent out and the borrowing counterparty will not be able to deliver back. Delays in the return of securities on loan may restrict the ability of the Fund to meet delivery obligations or payment obligations arising from redemption requests.

8.19 Sector / Industry Risk
The Fund diversifies investments and does not concentrate investments within specific branch or sector. Overinvesting in one particular sector or industry may result in too big concentration. Recession in the sector will impact on assets valuation from that sector decreasing their values significantly.

8.20 Geographic / Region Risk
The Fund invests worldwide. Majority of the positions are listed in developed European markets. The Fund also holds exposure in Asian and American markets. Those shares are mainly listed in Tokyo Stock Exchange, Toronto Stock Exchange and New York Stock Exchange. In emerging and less developed markets, in which the Fund will invest, the legal, judicial and regulatory infrastructure is still developing but there is much legal uncertainty. Overinvesting in one particular region or country may result in too big concentration. Economic crisis or political disturbance will impact on assets valuation from that region decreasing their values significantly.
9 DETERMINATION AND CALCULATION OF THE NAV

9.1 Determination and calculation of the NAV

The NAV of the Fund per Participation Class and of per Participation per Participation Class shall be determined in EURO on each Valuation day. The Manager has delegated the calculation of these NAVs to the Administrator. The determination is based on the valuation of assets and liabilities in accordance with generally accepted accounting principles (see valuation principles below).

The NAV per Participation per Participation Class is calculated by dividing the total value of the assets per the Valuation Day, including the balance of income and expenses, reduced by the liabilities, per Participation Class, by the number of issued and outstanding Participations per Participation Class.

In establishing the NAV per Participation per Participation Class, the management-, operating-, performance- fees and/or other expenses (if any) will be taken into account, as set out in chapter 18, on an accruals basis. Information on the NAV per Participation per Participation Class shall be published on the Website each Trading Day.

9.1.1 Valuation Principles

For the purpose of determining the NAVs of the Fund, the investments and other assets and liabilities of the Fund are valued per the Valuation Day as follows:

- Financial Instruments, money market instruments and other assets listed or regularly traded on a regulated market or MTF are valued at:
  - the official closing prices as established on the Valuation Day after the Cut-off Time;
  - the latest known settlement price in the case of futures, forwards and options;
  - the first official opening price after the Cut-off Time for Financial Instruments listed on exchanges of which the closing time falls within the business hours of the Valuation Day and before the Cut-off Time;
  - if no pricing took place the average of the bid and ask price at the end of the previous Business Day;
  - the fair value established by the Manager in case of thinly traded Financial Instruments or absence of a market price by means of generally accepted accounting principles in the Netherlands, if this is in the interest of the Participants; or
  - if there is no closing price or opening price available between the Cut-off Time and the end of the Valuation Day as a result of a holiday on a particular exchange, the Manager may decide to use the previous closing prices for determining the NAV or to postpone the determination until a new closing price is available.

- cash, cash equivalents, deposits and accrued interest to the relevant Valuation Day from fixed income securities are valued at their nominal value;
- investments in (un)listed investment funds are priced according to their NAV. If there is no new NAV available between the Cut-Off time and the end of the Valuation Date (for example if this NAV determination is suspended), the Manager can decide to use the previous NAV or delay the determination of the NAV until there is a new NAV available.
- other assets and liabilities are also valued at nominal value. These include for instance capitalised costs, increased undistributed return, not yet received dividends that are payable, and anticipated uninvoked costs and fees.
- other un-listed investments are valued by the Manager on the basis of generally accepted valuation principles (‘fair value’);
- assets and liabilities in foreign currencies are converted into the relevant currency based on the exchange rates per the Valuation Day;

‘Fair value’ refers to the amount for which an asset element can be traded or an obligation can be settled between independent parties that are well-informed in that regard and are willing to conduct a transaction.

9.1.2 Alternative valuation methods

The Manager may, at its discretion, permit any other method of valuation to be used if they consider that such method of valuation better reflects value and is in accordance with generally accepted accounting principles in the Netherlands. A reasonable decision of the Manager regarding the NAV, including the calculation whether a method of valuation fairly indicates fair market value, and the selection of experts for purposes of assessing the value of the Fund’s assets and the value of all accrued debts, liabilities and obligations of the Fund, shall be conclusive and binding upon all Participants.

9.1.3 Temporary suspension of NAV determination

The Manager may temporarily suspend the calculation of the NAV within the Fund and in consequence the issue and redemption of Participations in any of the following events:

- during any period when any one of the exchanges or other principal markets on which a substantial portion of the investments of the Fund, from time to time, is quoted or dealt in, is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that such restriction or suspension affects the valuation of the investments of the Fund quoted or dealt in thereon;
- if in case the underlying investments of the Fund are composed of other investment funds (fund of funds principle) and these investment funds have temporary suspended the determination of their NAV;
- during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of the Fund or when for any other reason the values of any investment(s) owned by the Fund cannot be promptly or accurately ascertained;
- during any period when, as a result of political, economic, military or monetary events on any circumstances outside the control, responsibility and power of the Manager, or the existence of any state of affairs which constitutes an emergency in the opinion of the Manager as a result of which disposal or valuation of assets owned by the Fund would be impracticable;
• if currency restrictions or restrictions on the movement of capital prevent the execution of the transactions on behalf of the Fund or if the buying and selling of Financial Instruments cannot be accomplished at normal exchange rates; or
• if a decision of termination of the Fund has been taken.

If the Manager, or on its behalf the Administrator, is unable to determine and calculate the NAV per Participation for a specific Class or all Classes, this will be published on the website of the Manager.

Any application for subscription or redemption of Participations is irrevocable, except in case of suspension of the determination of the NAV in the Fund, in which case Participants may give notice that they wish to withdraw their application. If no such notice is received by the Manager or acting on its behalf the Administrator, such application will be dealt with on the first Trading Day following the end of the suspension period.

Additionally, if the Manager suspends the redemption of the Participations, it shall notify the AFM, and if applicable the relevant supervisory authority of each Member State where the Fund is offered, of such suspension without delay.

### 9.1.4 Valuation Day postponement

If - due to any change in local, national, international, economic, political, financial or market conditions - in the opinion of the Manager it is desirable and in the interests of the Participants the Manager may decide that the Valuation Day shall fall on another day. Participants will receive notice in the event the Manager determines to postpone the Valuation Day.

### 9.2 NAV calculation by the Administrator and approval by Manager

The calculation of the NAV of the Fund and the NAV per Participation per Participation Class is delegated to the Administrator by the Manager. In calculating the NAV of the Fund and the NAV per Participation per Participation Class, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above. The Administrator calculates on behalf of the Manager, the NAV per Participation per Participation Class, per the Valuation Day in Euro and using the method for valuation as described above on a Valuation Day. Each Trading Day the Manager verifies and approves the NAV, after which the NAV per Participation per Participation Class is published on the Website.

If, and to the extent that, the Manager is responsible for or otherwise involved in the pricing of any of the Fund’s portfolio Financial Instruments or other assets, the Administrator may accept, use and rely on such prices in calculating the NAV of the Fund and shall not be liable to the Fund, any Participant in the Fund, the Manager or any other person in so doing. The Administrator shall only be liable to the Fund for damages resulting from its own gross negligence or willful misconduct.

#### 9.2.1.1 Daily (indicative) calculation by the Administrator

The Administrator calculates the value of the portfolio and the NAV per Participation Class in Euros on each day on which Euronext Amsterdam is open, on the basis of the valuation method described above. The calculation takes place in the same way as that in which the Administrator makes its monthly calculations, on the understanding that the fixed Management Fee is taken into account, but not the Performance Fee. The Manager publishes an intermediate indicative NAV on the website at the end of the calendar month.

#### 9.2.1.2 Valuation day calculation by the Administrator

In principle, the NAV and the NAV per Participation in a Participation Class are calculated in Euros by the Administrator on every Valuation Day and after approval by the Manager are published on the website. The calculation takes place after the Administrator has processed the transaction confirmations of the previous trading day in the Fund’s administration. The prepaid costs, costs payable (but not yet paid), a reserve for the Performance Fee and interest and other amounts receivable will be taken into account in the determination of this value. The relative weighting of the relevant Participation Class in relation to the assets of the Fund on the Valuation Day is taken into account in the determination of the operating expenses.

### 9.3 NAV calculation errors, Materiality and Compensation

A NAV computation error occurs where there are one or more factors that lead to the calculation process producing an inaccurate result. Such factors may be erroneous data, inadequate internal control procedures, management deficiencies, failings or short coming computer systems, accounting systems or communication systems, or non-compliance with the valuation rules laid down in paragraph 9.1.

The NAV calculation process is the result of the closest possible approximation of the actual fair (market) value of the Fund’s assets. Therefore only material calculation errors are recognized by the Manager. In case the NAV has been calculated incorrectly, the Manager shall compensate the Participants that bought or sold Participations based on the erroneous NAV and the Fund, respectively, for any actual losses incurred by them on a net basis if:

• the error was made by the Manager or the Administrator
• the party that has made the error would be liable for the loss, taking into account the level of liability as set out in the Prospectus;
  and
• the difference between the incorrect NAV and the corrected NAV is higher than 1% of the NAV.

If any Participants that bought or sold Participations based on the erroneous NAV or the Fund (wrongfully) benefited from this situation, the Manager may recover the amounts paid in accordance with the above from the parties that benefitted, up to the amount of the benefit.
10 SUBSCRIPTION AND ISSUE OF PARTICIPATIONS

10.1 Open-ended
The Fund is open-ended. On each Trading Day, Participations shall be issued, and repurchased (redeemed) at the request of the Participants against the NAV per Participation per Participation Class.

10.2 Subscription via DeGiro
Participating in the Fund is possible through DeGiro, unless otherwise determined by the Manager. After having opened an investment account with DeGiro, the account holder can instruct DeGiro to subscribe to Participations (transmission and receipt of orders). The Participations will be held by the Participant in its own name in the register of the Manager.

10.3 Subscription orders and payments to be received before the Cut-off Time
Subscription orders must be received by the Administrator no less than five working days prior to the Transaction Day, or within a shorter term, to be determined by the Manager. Settlement of subscription order is processed on a delivery-versus-payment basis. By entering into a subscription order a Participant represents and warrants, to have closely read and reviewed the Prospectus and agrees to be bound thereby.

10.4 Prevention of money laundering and terrorist financing
It is part of the responsibility of the Manager to provide protection against money laundering and the financing of terrorism. The Manager has delegated activities required with regards to anti-money laundering and anti-terrorism financing to the Administrator. The Administrator has sub-delegated (and the Manager has agreed to such sub-delegation) some of its activities relating to the Participant Register in regards to this aspect to DeGiro, a licensed financial institution falling under the same legal obligations as the Manager. As Participants need to open an account with DeGiro, for subscribing in the Fund, DeGiro will follow the required processes to identify and verify the identity of every natural person or legal entity that wishes to invest in Participations. Furthermore, the Manager, the Administrator, the Legal Owner and the Depositary are entitled to conduct a more comprehensive inquiry, if applicable through the cooperation of the DeGiro, when deemed necessary. The requirements of the Manager and the Administrator in connection with the Wwft are subject to change. In the event of delay or failure to produce any information required for verification purposes, the Manager may reject a request for the issue, transfer and/or redemption of Participations and corresponding payment or refuse to process the same until such time as the requested information is provided.

10.5 Minimum subscription amount
The minimum amounts for Participation in the Fund and for which subsequent payments and withdrawals can be made are as follows, for each Participation Class:

- Participation Class A: EUR 10,000 (closed on 15-01-2011);
- Participation Class B: EUR 5,000,000;
- Participation Class C: EUR 250,000; and
- Participation Class D: EUR 2,500.

In exceptional cases, the Manager may make exceptions to the above minimum Participation amounts per Participation Class.

10.6 Issue and Number of Participations
Participations shall be labelled in such a way (as determined by the Manager) that they can be distinguished from each other at all times. Each series represents the entitlement to the assets of the Fund as described in the Prospectus. Participations are issued in registered form.

The number of Participations being issued shall equal:
- the subscription amount divided by;
- the NAV per Participation per Participation Class on the relevant Valuation Day.

Since entry takes place by means of payment in EURO, fractions of Participations are issued (in four decimals).

10.7 Closure of the Fund
The Manager may decide to close the Fund or a Class for new investors. Also, the Manager has the right to refuse, without reason, the first or further issue of Participations.

10.8 Suspending or limiting the issue of Participations
In exceptional situations and with due regard to the Participants’ interests, the Manager has the power to temporarily suspend or limit the issue of Participations. Situations in which the Manager may take such a decision include:

- temporary suspension of the determination of the NAV, as described in paragraph 9.1.3.; and
- receipt of one or more issue subscriptions which would result in more than 10% of the total Participations in issue needing to be issued on a Trading Day.

If the Manager (temporarily) suspends the issue of Participations, this decision will be immediately posted on the Website. If a limit is imposed on some or all orders, the Manager will inform the Administrator and DeGiro. The issue of Participations will take place on the first Trading Day following the end of the period of suspension.
10.9 Register of Participants
Participations are issued as soon as the Administrator registers the Participations in the Register of Participants that is kept on behalf of the Manager.

10.10 Confirmation of Subscription
If the Participant has not subscribed or redeemed through DeGiro, the Administrator shall send the Participant a confirmation note detailing the subscription amount and the issued number of Participations (in four decimals) within 5 Business Days after the Trading Day. Otherwise, confirmation of processing will be provided to the Participant by DeGiro.

10.11 Switching
All requests for switching must be received by the Administrator before the Cut-off Time. Any application received after the Cut-off Time shall be deemed to be made in respect of the Trading Day following the relevant Trading Day. No switching fee is charged.

10.12 Additional Information
The Manager may, at its discretion, agree to accept the transfer of securities to the Fund, by way of exchange, in satisfaction of the subscription amount due by the Participant with respect to the Issuance of Participations. Any such securities will be valued in accordance with the valuation principles applied by the Fund as stated in paragraph 9.
11 REDEMPTION OF PARTICIPATIONS

11.1 Request for redemption
The Fund is open-ended. On each Trading Day, Participations will be redeemed at the request of the Participant against the NAV per Participation per Participation Class. A request for redemption must be received by the Administrator before the Cut-off Time. The redemption request must express the number of Participations (specified in no more than four decimals) to be redeemed or the redemption amount denominated in the Euro.

11.2 Redemption amount
The redemption amount based on the NAV per Participation per Participation Class on the relevant Valuation Day times the amount of Participations to be redeemed and reduced by a redemption fee if any, as indicated in the chapter 18.

11.3 Payment of redemption amount
The Legal Owner shall pay the redemption amount for redeemed Participation(s) to the Participant within five Business Days after deregistration of the relevant Participations unless the redemption of Participations is suspended on the basis of paragraph 11.3.1. Payment of the redemption amount is performed by wiring the redemption amount to the account held by the Participant, as stated in the register of Participants.

11.3.1 Suspending or limiting the redemption of Participations
In exceptional situations and with due regard to the Participants’ interests, the Manager has the power to temporarily suspend or limit the redemption of Participations. Situations in which the Manager may take such a decision include:
- temporary suspension of the determination of the NAV, as described in paragraph 9.1.3.; and
- receipt of one or more redemption orders which would result in more than 10% of the total Participations needing to be redeemed on a Trading Day.

If the Manager (temporarily) suspends the redemption of Participations, the AFM will be notified without delay. The decision will also be posted on the Website. Redemption will take place on the first Trading Day following the end of the period of suspension.

11.4 Liquidity Management Requirements
The Manager will ensure that the Fund meets the requirements set out by the Financial Supervisors on the liquidity ‘safeguards’ of open-ended investment funds. This gives a sufficient guarantee that – subject to unusual situations – the Fund is able to liquidate Investments that are needed for redemption. The Manager has ensured:
- that the liquidity profile of each Fund’s investments is aligned with the Fund’s obligations in relation to redemptions;
- that a Fund’s investment strategy, redemption policy and liquidity profile are consistent with each other.

In monitoring the liquidity profile the Manager shall take into account the profile of the investor base of the Fund, including the type of investors, the relative size of investments and the redemption terms to which these investments are subject.
12 TRANSFER OF PARTICIPATIONS

12.1 General
Participations cannot be transferred to others parties than the Legal Owner - which acquires these by way of redemption. As exemption, Participations may be transferred to relatives in blood or affinity in a direct line in connection with the settlement of an estate. The beneficiaries must be named as heirs in an attestation of admissibility to the estate. These Beneficiaries must contact the Manager and provide an attestation of admissibility to the estate and a copy of an identity document to the Manager before the Units can be transferred. For the conditions under which the Participations may be transferred to the Fund, see section “Redemption of Participations” above.

12.2 Derived rights

12.2.1 Ban on creation of derived rights of Participations
The creation of rights derived from the Participations for third parties is prohibited except upon written approval by the Manager.

12.2.2 Ban on transfer of derived rights of Participations
Rights derived from the Participations may not be transferred other than to relatives in a direct line in connection with the settlement of an estate.

12.2.3 Mandatory transfer of Participations
If an ultimate beneficiary of rights derived from the Participations issues instructions for sale to a financial institution acting as an intermediary, that institution is required to simultaneously transfer the Participations by enabling the Fund to buy them back.

12.2.4 Buy-back of Participations on contravention of prohibitions and failure to comply with mandatory transfer
Contravention of the prohibition of the creation or transfer of rights derived from Participations or failure to comply with the mandatory transfer referred to above leads to a contract, as of the moment immediately prior to this, for the Fund to buy back the Participations underlying the relevant derived rights, regardless of the value of these Participations. Delivery and payment shall take place on the Trading Day immediately following the expiration of a period of twenty- five days after the Fund becomes aware of the creation or transfer of the derived rights as referred to in this paragraph. If buy-back by the Fund has been discontinued at that moment, delivery and payment shall take place on the Trading Day immediately following the day on which the buy-back of the Participations by the Fund can be resumed.

12.2.4.1 Purchase price
The purchase price for the Participations bought back in accordance with the preceding paragraph is the lower of:

- the NAV of the Participations on the last Business Day prior to the Trading Day immediately following the creation or transfer of rights derived from the Participations, as referred to in this sub-section ‘Rights derived from Participations’, less the costs to be determined by the Manager, as shown in the paragraph headed “Costs and Fees” in this Prospectus; or
- the NAV of the Participations on the last Business Day prior to the Trading Day on which delivery and payment take place, as described in the preceding paragraph

12.2.5 Redemption of Participations
Violation of the ban on the creation or the transfer of Derived Rights as mentioned above leads at the time immediately preceding to the creation, to an agreement of redemption of the affected Participations by the Fund, irrespective of the NAV of the Participations at that time. Delivery and payment shall take place on the first Trading Day after the Manager has received knowledge of the creation or the transfer of the Derived Rights as mentioned in this paragraph. If at that time redemption is suspended by the Fund, delivery and payment shall take place on the next Trading Day on which Participations can be redeemed.

12.2.5.1 Redemption price
The redemption of Participations in accordance with the previous paragraph shall be the lower amount of the following:

- the NAV of the Participations on the preceding Business Day following the creation or the transfer of the derived rights of the Participations as mentioned in the previous paragraph, reduced by the costs determined by the Manager as indicated in the chapter 18
- the NAV of the Participations per the last Valuation Day before the Trading Day on which the delivery and payment will take place as mentioned in the previous paragraph, reduced by the costs determined by the Manager as indicated in the chapter 18.
13 FINANCIAL REPORTING

13.1 Annual Reports
The financial year runs from May 15 to May 14th. Every year, the Manager prepares an annual report within six months after the end of the financial year and publishes it on the Website. This annual report includes a report of the Manager and the annual accounts. The annual report and the annual accounts (financial statements) will be prepared in accordance with Part 9 of Book 2 of the Dutch Civil Code (Burgerlijk Wetboek) and the Wft. The annual accounts comprise the balance sheet, the profit and loss account and explanatory notes thereto. The explanatory notes include at least: an overview of the movements of the value of the Fund during the financial year and the composition of the investments at the end of the financial year concerned.

13.2 Semi-annual reports
Within nine weeks after the end of the first half of the financial year, the Manager prepares a report on the first half year. This Semi-annual report includes a report of the Manager, as well as the interim results. The report includes the balance sheet, the profit and loss account and explanatory notes thereof. The explanatory notes include at least: an overview of the movements of the value of the Fund for the first half of the financial year and of the composition of the investments at the end of the period concerned. The Manager publishes this Semi-annual report.

13.3 Incorporation by reference into the Prospectus
The first published (semi-) annual report of the Fund is considered to be part of this Prospectus. Each new (semi-) annual report will supersede the previous (semi-) annual accounts. Furthermore, each new annual account of the Fund with the accompanying auditor’s report will supersede annual accounts with the accompanying auditor’s report for the previous financial years. For detailed information on the returns and historic costs reference will be made to these reports.

13.4 Audit of financial statements
The Manager shall instruct an auditor or another expert as mentioned in article 2:393(1) of the Dutch Civil Code to examine the annual accounts. The auditor’s responsibility, is to audit and express an opinion on the financial statements of the Fund in accordance with general accepted accounting principles in the Netherlands and auditing standards. The auditor shall report his findings to the Manager and the Depositary and express the results of his audit in a report. This auditor’s report will be added to the annual accounts as part of the ‘other information’.

13.5 Place where the reports will be available
Within six months after the financial year end and – where it concerns a Semi-annual report – within nine weeks after the first half of the financial year, the annual report or the Semi-annual report will be available for inspection at the office of the Manager and also on the Website of the Manager. On the Website of the Manager the (semi-)annual reports of the last three years will be available.

13.6 Rebate commissions
As at the date of this Prospectus, no agreements have been made concerning rebate commissions or goods that are received or paid by the Manager (or the directors of the Manager) or are offered to them for the performance of assignments for the Manager.
14 PROFIT ALLOCATION

14.1 Determination of the net result
The net result is determined by deducting the investment charges (mainly charged by fund service providers) in the period under review from the total investment result consisting of direct investment income (e.g. dividends and coupon interest) realised and unrealised capital gains and losses from investments and other assets, that are accountable to and recognized in the period under review. The realized results represent the differences between the sales price and the cost price of investments that has not yet been accounted for in the income statement as unrealized changes in value.

The unrealized changes in value of investments are calculated on an individual basis as the difference between the market value at the balance sheet date and the cost price (paid consideration including transaction cost) of investments during the current financial year or as the difference between the market value per the current year ending balance and the previous year ending balance per May 14th. The historical purchase price is determined based on the FIFO cost method.

14.2 Distribution policy
The Fund’s net result shall be added to the Fund’s other reserves each year, unless the Manager determines otherwise. In principle the Manager reinvests the Funds’ net investment income including net realized capital gains. This means that the Fund, unless the Manager at its discretion decides otherwise, will not declare or make dividend payments. All net income and net realised gains of the Fund will be reflected in the NAV. All Participations of the Fund held by Participants at the time of the adoption of the annual report shall share in the profits of the Fund over the financial year, in proportion to the number of Participations held by these Participants.

14.3 Direct and indirect investment income
Direct investment income obtained in the form of dividend or interest and net realised capital gains (indirect investment income), will be reinvested. Participants will receive an statement overview of the dividend taxes withheld on an annual basis.

14.4 Payment
Distribution of income, whenever the Manager decides to do so, will be made payable four weeks after the approval and audit of the annual accounts. The Manager will include the composition of the payments in the report the Manager provides to the Participants. Payment will be made to the bank accounts of the Participants, as recorded in the Register of Participants.
15 SPECIAL CIRCUMSTANCES

15.1 Changes to the Prospectus
By requesting the issuance of (units of) Participations and by means of payment, the Participant accepts the terms and conditions as set in this the Prospectus.

The Prospectus and more specifically the investment policy and/or restrictions of the Fund, the applicable fees and expenses, may be amended at the proposal of the Manager, without consent of the Participants being required.

Changes to the Prospectus may only be effected by the Manager and the Depositary together.

15.1.1 Notice of (proposed) changes
A Participant will be notified of a proposed amendment and the amendment, in as far as it deviates from the proposed amendment, of the Prospectus via the (e-mail) address of the Participants as stated in the register of Participants. In addition, the notice will be published on the Manager’s Website along with an explanation of the changes.

15.1.2 Conditions for changes taking effect
In principle, changes will take immediate effect. However, changes that cause a reduction in the rights and securities of the Participants or imposes (additional or higher) costs upon them or reflect a change in the investment policy, do not become effective until one month following the date of the notification thereof.

During the one month period, Participants have the right to redeem their Participations at their respective NAV under the usual conditions.

15.2 Meeting of Participants
The directors of the Manager can summon a meeting of Participants when deemed necessary and in the interest of the Participants.

A Meeting of Participant will in any case be held when the Manager gives notice to resign its function or in case the Manager gives notice to transfer its function to a new fund manager.

15.2.1 Call for the Meeting of Participants
This meeting is accessible for Participants, the Manager and the Depositary, as well as anyone allowed access by the chairman of the meeting. A Participant as well as the holders of Derived Rights of Participations may attend by proxy.

15.2.2 The notice
The Manager is responsible for the organization of the Meeting of Participants. A notice will be provided at least 14 Business Days before the meeting to the (e-mail) address of the Participants as stated in the register of Participants. The notice shall in any event be published on the website of the Manager. The notice will indicate that Participants as well as holders of Derived Rights of Participations who intend to attend the Meeting of Participants have to declare this in writing five days before the day of the meeting at the latest.

15.2.3 Agenda
The Manager is responsible for setting the agenda of the Meeting of Participants. The Manager may allow one (or more) Participants who have at least twenty percent (20%) of the total number of outstanding Participations, to add items to the agenda. A written request to that effect must be received within 5 Business Days before the Meeting of Participants by the Manager.

15.2.4 Rights and Decision-Making
The Meetings of Participants are informative. No initiative, veto or consensual rights are conferred upon the Meeting of Participants. The Meeting of Participants is led by a person who is designated by the Manager. The chairman of the Meeting of Participants appoints a secretary. The chairman may also allow third parties access to the Meeting of Participants and allow them to speak.

15.2.5 Place
The Meeting of Participants will be held in Amsterdam or another place in the Netherlands to be determined by the Manager.

15.3 Termination and liquidation
The Manager may decide to liquidate, dissolve and terminate the Fund. The Manager will consult the Depositary regarding the decision.

In the event that the Manager decides to liquidate, dissolve and terminate a Fund, the Manager shall prior to liquidation, notify the Participants of its decision through the (e-mail) address of the Participants as stated in the register of Participants.

The Manager and Depositary are jointly responsible for liquidating, dissolving and terminating the relevant Fund. They will jointly report on the consequences to the Participants at least by notification through the Website of the Manager or to the (e-mail) address of the Participants as stated in the register of Participants.

During the termination, dissolution and liquidation the Prospectus will remain in force to the extent possible.
15.3.1 **Balance remaining after liquidation**

The balance that remains after liquidation of the assets of the Fund will be paid to the entitled Participants in proportion to the number of Participations in the Fund held by the Participants. As a result thereof the Participations will expire.

The Manager is responsible to make a liquidation statement (*rekening en verantwoording*) after liquidation of the assets and the payment of the corresponding Participations to the entitled Participants. The Depositary should approve the liquidation statement. In the case it is deemed necessary by the Manager based on the principle of proportionality, the Manager shall provide an auditor’s report to the liquidation statement.
16 DISCLOSURE OF INFORMATION

16.1 Website of the Investment Manager
The Manager will maintain a Website which will include the following information:

- this Prospectus;
- the license granted by the AFM to act as a manager as prescribed in book 2, section 65 of the Wft;
- amendments to the investment policy (if any);
- (semi-)annual reports of the Manager and the Depositary (latest three years);
- historical performance of the Funds;
- the most recent NAV per Participation per Participation Class as determined per the Valuation Day; and
- KIIDs.

16.2 Documents available for inspection
The above stated documents are also available for inspection at the office of the Manager. A copy the articles of association of the Manager, the Legal Owner or the Depositary can be obtained free of charge on request. The information about the Manager and the Depositary filed in the commercial trade register of the Chamber of Commerce and Industry in Amsterdam pursuant to any statutory regulation can be obtained for a maximum of the cost price on request. Participants will also be provided, on request and at a maximum of the cost price, with:

- a copy of the Manager's license; and
- a copy of the Depositary agreement.

Up-to-date information about the Participations, this Prospectus and the Key Investor Information Documents concerning the Fund, the annual report and the semi-annual report can be obtained free of charge from the Manager. This information and all other relevant information are also available on the Manager’s Website.

16.3 Periodical reports
The Manager will prepare the periodical reports mentioned in the following sections.

16.3.1 Monthly reports
A report published monthly on the Website of the Manager and which includes at least shall include the following information (article 50 Bgfo):

- the recent NAV per Participation per Participation Class of the Fund and the date on which the valuation was made;
- the number of Participations outstanding; and
- the total value and an overview of the composition of the assets of the Fund.

16.3.2 (Semi-)Annual Report
On a semi-annual and annual basis, the semi-annual and annual reports as specified in chapter 13. The annual- and semmiannual reports are available free of charge for the Participants at the Manager’s office and on its Website.

16.3.3 Annual overview
The Manager will, as of the end of each calendar year, make available to the Participants an annual overview which includes at least the number of Participations and the value of Participations held by the Participant.

The Manager will send this annual overview to the addresses listed in the register of Participants. The annual report is accompanied by information on withholding tax and/or foreign withholding taxes that are withheld from the dividend and proceeds from investments of the Fund. The annual overview will be received in February of each calendar year. The annual overview states the net dividend (gross dividend minus the dividend withholding tax). In addition also the holdings of Participants in the Fund as valued at the beginning of the calendar year are included. This information can be important for the income tax return of private individual Participants. Part of this information may be reported to the Dutch tax authorities under the Fund's reporting obligation.

16.4 Securities Financing Transaction Disclosure

16.4.1 Disclosure Securities Financing Transactions
The Fund Manager has provided consent to the use of the assets of the Fund, subject to the conditions stated in the agreement with its Prime Brokers. Please refer to section 5.1 for more information.

16.4.2 Disclosure total return swaps
The Fund may enter into a total return swap agreement whereby the respective counterparties in the relevant transactions are Cash Funds managed by the Manager. Within the total return swap, the total return over the portfolio of the fund which is counterparty in the relevant transaction is daily swapped against a floating rate interest over the portfolio, whereby the Fund agrees to receive the total return over the portfolio against payment of the floating rate interest over the portfolio.

The returns of the Fund’s portfolio is hence not subject to the total return swaps, and no proportion of the assets under management can and will be subject to the total return swaps; the Fund would solely be receiver of the returns of the counterparty’s portfolio, and would have to pay a pre-determined floating rate.
For selection of a counterparty: no minimum credit rating is required. Current counterparties are funds managed by the Manager. The following criteria shall be used for the selection of counterparties: the party should be a licensed institution from the European Union or a regulated fund managed by a licensed institution from the European Union.

The Fund is required to deposit collateral in favour of each counterparty under its transaction. Such collateral is posted in the form of initial margin. The total return of the respective Fund is swapped on a daily basis, and a transfer in money is made to settle the balance.
17 TAXATION

17.1 General
The information given is not exhaustive and does not constitute legal or tax advice. Prospective investors should consult their own professional advisers as to the implications of their subscribing for, purchasing, holding, switching or disposing of Participations under the laws of the jurisdictions in which they may be subject to tax. The following is a brief summary of certain aspects of taxation law and practice in The Netherlands relevant to the transactions contemplated in this Prospectus. It is based on the law and practice and official interpretation currently in effect, all of which are subject to change.

17.2 Tax transparency
The Fund is structured as transparent for Dutch tax purposes. The Fund is, from a corporate income tax perspective, a so-called “closed fund for joint account” (besloten fonds voor gemene rekening). This means that the Fund is fiscally transparent and is therefore not subject to Dutch corporate income tax or dividend withholding tax. For fiscal purposes, the assets and liabilities, as well as the revenue and the costs of the Fund, are directly allocated to the Participants pro rata to their number of Participations, subject to and in accordance with the Prospectus. Therefore, for tax purposes, each Participant will be considered to participate directly in the investments of the Fund. Tax transparency is amongst others achieved if the Participations may only be issued and redeemed by the Fund itself. This means that Participations can only be redeemed or transferred through the Manager or on its behalf the Administrator and the transfer or the creation of derived rights in relation to Participations is restricted.

17.3 Corporate income tax
A Participant can only alienate Participations to the Fund itself, by offering them to the Manager. As such the fund is tax transparent, which means that the Fund itself is not subject to corporate income tax. This implies that for tax purposes all assets and liabilities of the Fund are allocated to individual Participants – in proportion to their Participation in the Fund.

17.4 Dividend withholding tax
Since the Fund is considered to be tax transparent, distributions made by the Fund will not be subject to any withholding tax. However, withholding tax may be levied from income flows (such as interest or dividends) paid to the Fund in connection with investments made by the Fund. A Participant may be able to obtain a credit for such withholding tax against income taxes levied in its own state of residence.

17.4.1 Non-residents
For a Participant, not resident or deemed to be resident in the Netherlands, the dividend withholding tax shall depend on national tax law of his state of residence and on any tax treaty concluded between such state and the state levying the withholding tax on dividend income flowing to the Fund. The Fund does not issue or forward tax vouchersnor does it assist in procedures to reclaim excessive withholding tax.

17.4.2 Residents
Individuals and corporate entities who are resident or deemed to be resident in the Netherlands for Dutch tax purposes (“Dutch resident individuals” and “Dutch resident entities”) can generally credit their prorated part of any Dutch withholding tax against their income tax or corporate income tax liability (with refund of the excess credit). Whether they can credit any foreign withholding tax against their (corporate) income tax liability, shall depend on any tax treaty concluded between the Netherlands and the state levying the withholding tax. The Fund does not issue or forward tax vouchersnor does it assist in procedures to reclaim excessive withholding tax.

17.5 Value Added Tax
No Dutch value added tax will arise in respect of any payment in consideration for the issue or the sale of the Participations. Distributions by the Fund and capital gains on the redemption or disposal of the Participations are not subject to value added tax.

17.6 Taxes on Income and Capital Gains

17.6.1 Dutch resident individuals
As a general rule, Dutch resident individuals will be taxed annually on a deemed income between 2,01 and 5,38 per cent of their net investment assets at an income tax rate of presently 30 per cent. The NAV is the sum of (i) the value of the investment assets less the attributable liabilities and (ii) the investment assets less the attributable liabilities at 0:00 hours on January 1 of each calendar year. The value of the Participations is included in the calculation of the NAV. A tax-free allowance for the first EUR 30,000 (2018) of the net investment assets may be available. Actual benefits derived from the Participations, including any capital gains, are not as such subject to Dutch income tax. Equally, actual costs (including funding costs) are not deductible.

17.6.2 Dutch resident entities
Any benefit derived or deemed to be derived from the Participations held by Dutch resident entities, including any capital gains realised on the disposal thereof, is generally subject to corporate income tax at a rate 20% for profits till EUR 200,000 and 25% for profits above EUR 200,000 (2018).

17.7 Change of tax structure
The Manager reserves the right to change the legal and tax-related structure of the Fund if, for example, legislation (tax-related or otherwise) is amended or if the policy relating to investment or common funds is changed and the Manager deems this to be in the Participants’ interests.
18 FEES AND EXPENSES

There are fees and expenses associated with investing in the Fund. These costs can be divided into fees and expenses that are charged to the Fund and fees and expenses that are charged to the Participants. The ongoing charges charged to the Fund (operational costs, management fees and Performance Fees), excluding the transaction and transaction related expenses of securities transactions as well as interest charges and a Performance Fee if any, are reflected in the expense ratio for the Fund (Ongoing Charges Ratio, the OCR). The interest costs are explained in more detail in the annual report.

18.1 Fees and expenses charged to the Fund

The below stated fees and expenses that shall be charged to the Fund. Please note these are exclusive of value added tax, if any.

18.1.1 Operating Costs

Operating costs arising directly from the operation of the fund are borne by the Fund itself. The following costs, next to the fees for Manager, are charged separately to the Fund and are as such borne by the Fund:

a) all forms of tax, if these arise, such as stamp duty;

b) interest costs;

c) transaction costs. The transaction costs are the costs charged by (prime) brokers, clearing and exchanges for performing transactions;

d) short stock costs. Short stock costs are the (interest) costs charged for borrowing securities. Securities must be borrowed in order to be able to take short positions in securities.

e) costs of legal advice for specific potential transactions in Financial Instruments to be conducted by the Fund (e.g. in the case of a merger, restructuring or a claim);

f) costs of data-information systems such as Bloomberg, Thompson Reuters or others;

g) costs of any legal or fiscal support for the Fund;

h) costs associated with any listing of a Participation Class (these are charged to the relevant Participation Class);

i) costs of trading systems (IT infrastructure and trading software) at the service of the Fund. This trading system is made available by the Affiliated Party HiQ Trading Software B.V.;

j) fees for the services provided by the Administrator, Depositary and Accountant.

18.1.2 Indexation, increase in fees and forecast for the following financial year

The costs and fees referred to above that are not expressed as a percentage of the NAV, but are shown as an amount may be subject to change as a result of the application of indexation clauses or increases in charges. The fees and the indexation principles are available from the Manager on request.

18.1.2.1 Maximisation of operating expenses

The operating expenses referred to in f to j above are maximised at 0.0833% per month (1.00% per year) and are calculated on the NAV on the Valuation Day and paid on a monthly basis.

18.2 Fees for Manager

The Manager receives the following fees for its activities: a fixed management fee and on the basis of its performance during the year the Performance Fees as described hereunder:

18.2.1 Management Fee

The Manager receives a fixed Management Fee for the management of the Fund:

- Participation Class A (closed as of 15-01-2011): 0.075% per month (0.9% per year),
- Participation Class B: 0.165% per month (2.0% per Year),
- Participation Class C: 0.165% per month (2.0% per Year),
- Participation Class D: 0.165% per month (2.0% per Year);

The Management Fee is calculated on the NAV of the Fund as calculated for the relevant month.

18.2.2 High Watermark Performance Fee

The Manager also receives a High Watermark Performance Fee, subject to the following conditions. The High Watermark Performance Fee is determined on each Trading Day and is made payable immediately. The High Watermark Performance Fee is due only if the NAV per Participation in the relevant Participation Class of the Fund on the Valuation Day preceding the Trading Day exceeds the High Watermark. The High Watermark is the highest position the NAV per Participation in the relevant Participation Class has had since the start or since the latest adjustment. The Manager may adjust the High Watermark each year on the Valuation Day of January to the calculated NAV applying on that date. The Manager will notify the Participants of this at least 1 month in advance by e-mail and will announce the intention on the Website, accompanied by an explanation. If the Manager decides to lower the High-Watermark, Participants may submit requests to redeem Participations in the Fund to the Manager up to five Business Days before the relevant Valuation day.

- Participation Class A (closed as of 15-01-2011): The High Watermark Performance Fee amounts to 25% of the performance,
- Participation Class B: The High Watermark Performance Fee amounts to 20% of the difference between the NAV and the High Watermark,
• Participation Class C: The High Watermark Performance Fee amounts to 25% of the difference between the NAV and the High Watermark.
• Participation Class D: The High Watermark Performance Fee amounts to 30% of the difference between the NAV and the High Watermark.

18.2.3 Performance Fee
In addition, the following Performance Fee is applicable to the Fund.

• The Manager aims to ensure that the Fund calculated from the above-mentioned Valuation Date has a minimum yield of 4% per 12 months with respect to the initial commencement price in 2017 of 17.50 EUR in the D-class (18.78 EUR in the A-class and 17.80 EUR in the C-class). The Manager will test this on a monthly basis and will reverse the difference by refunding the Performance Fee, whenever the cumulative performance of the Fund after deduction of costs and the Management Fee and the High Watermark Performance Fee is lower than 4% on an annual basis.
• The Manager takes the above-mentioned requirement under 1 on itself under the condition that the liquidity and capital position of the Manager reasonably allows this.
• In so far as the performance of the Fund after deduction of costs, the Management Fee and the High Watermark Performance Fee is higher than 10% per year, calculated over the NAV of the above-mentioned Valuation Date, the surplus will be paid to the Manager as Performance Fee. Also here it holds that calculation and payment will be made on a monthly basis.

Below is shown which upper- and lower limits will hold for the price on a monthly basis and per class, where the prices on the start date are indicative. Both limits shall be calculated and paid on a monthly basis on the Transaction Date.

<table>
<thead>
<tr>
<th>Example NAV</th>
<th>17.6</th>
<th>18.89</th>
<th>17.9</th>
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<td>2.00</td>
<td>17.61</td>
<td>17.88</td>
<td>18.90</td>
</tr>
<tr>
<td>3.00</td>
<td>17.67</td>
<td>18.02</td>
<td>18.96</td>
</tr>
<tr>
<td>5.00</td>
<td>17.79</td>
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<td>18.08</td>
<td>19.05</td>
<td>19.40</td>
</tr>
<tr>
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<td>20.63</td>
<td>20.05</td>
</tr>
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</tr>
<tr>
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<td>20.61</td>
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<td>22.11</td>
</tr>
<tr>
<td>100.00</td>
<td>24.27</td>
<td>38.94</td>
<td>26.04</td>
</tr>
</tbody>
</table>

18.3 Incorporation fees
Any incorporation fees has been already paid at the establishment of the fund and therefore nothing will be charged to the fund on account of incorporation/establishment costs.

18.4 Ongoing Charges Ratio (OCR) in reporting
The ongoing charges figure shall include all types of cost borne by the Fund, whether they represent expenses necessarily incurred in its operation, or the remuneration of any party connected with it or providing services to it. These costs may be expressed or calculated in a variety of ways (e.g. a flat fee, a proportion of assets, a charge per transaction, etc). Transaction costs and performance-related fees are not included in the „ongoing charges“. The „ongoing charges“ may differ from year to year. Please refer to the „Expenses“ sub-item of the current semi-annual accounts of the Fund for precise details of the cost components included in the „ongoing charges“.

18.5 Transaction costs not included in the OCR
Charges that do not affect OCR but which do affect the result of the Fund are comprised of transaction, Custody and other transaction and interest related costs. The costs charged by the Sub-Custodian and exchange markets in relation to the purchase or sale of Financial Instruments form the main component of the cost of a transaction. In addition, transaction related costs comprise of taxes and duties such as stock exchange fees, registration tax and stamp duties.

18.6 Portfolio turnover rate (PTR) in reporting
The turnover ratio presents the trading activity of an investment fund during the period of one year. Therefore the turnover rate is a consequence of the investment policy and decisions and refers to the total of purchases and sales of assets by the Fund in proportion to the average NAV of the Fund in the financial year concerned. The turnover rate is adjusted for sales and purchases of assets with respect to the issuance and redemption of Participations. The closer the PTR is to 0, the more directly the transactions conducted are related to the issue and redemption of Fund Participations. A positive PTR hence shows that the securities transactions were higher than transactions in Fund Participations, whereas a negative PTR figure indicates that securities transactions are lower than transactions in Fund Participations.

18.6.1 Review of yields realised and historical costs
The Fund’s published half-year and full year financial statements are deemed to form part of this Prospectus. Reference is made to these for information on the results realised and historical costs.
19 OTHER INFORMATION

19.1 Evidence
The books of the Manager, the Legal Owner, the Administrator and the Depositary shall be deemed as evidence with respect to a Participant, as long as evidence to the contrary has not been provided. At the request of the Participants, the Manager will allow inspection of these books. Issues not provided for in this Prospectus, will be decided on by the Manager.

19.2 Related parties

19.2.1 Affiliated group companies
The Fund uses the services of the following parties related to the Manager: the Prime Broker DeGiro B.V., the Administrator and HiQ Trading Software B.V. (a software vendor). These services may include if applicable performing any of the work outsourced to these parties, such as the fund administration. By means of DeGiro B.V., which provides Prime Brokerage and custodial services, orders are executed. DeGiro B.V. has also been sub-delegated certain task with respect to KYC on prospective Participants, in accordance with current laws on anti-money laundering and counter terrorism financing. All such services are executed at market rates determined at an arm’s length basis.

For all orders in Financial Instruments executed through DeGiro B.V. and which take place on an execution venue which is not a regulated market or Multi Trading Facility (MTF), the transaction prices are independently set by reference market prices as equally available for the same Financial Instruments on regulated markets or MTFs.

19.2.2 Affiliated Parties
The Fund is allowed to invest in Affiliated Parties to the Manager, including other affiliated fund(s). In this case, the standard conditions for subscription and redemption will apply.

19.3 Data Protection Act
The Manager shall ensure that personal data collected and processed within the Fund will be treated confidentially. The Manager shall comply with the Data Protection Act (Wet bescherming persoonsgegevens). Personal data of Participants are collected and processed at registration and during the implementation of the provisions of this Prospectus. The Manager will use the personal data solely in pursuance of what is determined in this Prospectus. The personal data will not be made available to third parties, except pursuant to the provisions of the Prospectus or if the personal data must be made available on grounds of a statutory provision.

19.4 Policy regarding voting rights and voting conduct
The Legal Owner, in its capacity as legal owner in relation to Financial Instruments of the Fund, will not pursue an active voting policy. The Manager may exercise the voting rights pertaining to any of the securities included in the investment portfolio of the Fund. In such case it shall exercise the voting rights in the best interest of the Fund.
20 HIQ TRADING AND LIQUIDITY PROVIDING

HiQ Trading and Liquidity Providing N.V. ("HiQ TLP") is an investment firm acting as liquidity provider on different exchanges. HiQ TLP’s ordinary shares are held by the Legal Owner of the Fund on behalf of the Fund. HiQ TLP is therefore 100% owned by the Fund.

20.1 Legal structure

HiQ TLP is wholly-owned by the Fund. As legal owner of the assets of the Fund, the Legal Owner holds all the ordinary shares of the entity in its name on behalf of the Fund. The Manager holds one priority share in HiQ TLP, as a result of which it has rights of precedence at the Annual General Meeting of Shareholders with regard to the appointment of managing directors of HiQ TLP. Currently, the Board of Directors of HiQ TLP consists of Mr. Klok and Mr. Anderluh, who are also managing directors of the Manager.

20.2 Activities

HiQ TLP is an investment firm that deals on own account (trades on its own behalf) in Financial Instruments. HiQ TLP acts as a liquidity provider on regulated markets. To act as liquidity provider, HiQ TLP holds a licence to perform investment activities (for dealing on own account) pursuant to Article 2:96(1)(a) of the Wft.

20.3 Licence of financial supervisory authorities

The AFM granted HiQ TLP a licence to perform investment activities in the Netherlands, as referred to in Article 2:96(1)(a) of the Wft, on 11 November 2011.

20.4 Capital structure

Of the capital of HiQ TLP of €1,000,001, €1,000,000 was paid up during its formation by the ordinary shareholder, being the Legal Owner of the Fund on behalf of the Fund. The Fund (through the Legal Owner) will also ensure in the future that HiQ TLP continues to comply as an investment firm with the minimum own equity requirements. If there is any question of under-capitalisation, the Fund (through the Legal Owner) will provide for an additional deposit. A symbolic deposit of €1 was also made by the sole priority shareholder, the Manager of the Fund.

20.5 Control structure

In fact, the Legal Owner, in the role of the shareholder, provides only for the financing by providing shareholders’ equity for HiQ TLP. Within the conditions laid down in this Prospectus, the actual control over HiQ TLP rests with the priority shareholder of HiQ TLP, the Manager. By means of the shareholder structure set up during the incorporation of the company and the distinction made between the ordinary and a priority shareholder, actual control over HiQ TLP and the actual financing/capitalisation are separated. As priority shareholder, the Manager has the preference rights (the right of proposal/nomination and the right of approval) according to the Articles of Association. The statutory directors of HiQ TLP also act as statutory directors of the Manager. The predominant control over HiQ TLP therefore rests with the Manager.

20.6 Cost-neutral operations

All operating expenses arising from outside the MNF group that are charged to HiQ TLP are charged on to the Manager on a one-to-one basis and are not, therefore, charged to the Fund. HiQ TLP outsources all its activities within the MNF Group. The costs of this are deemed to be included in the fee that the Fund pays the Manager.

20.7 Fiscal structure (Exempt Investment Institution)

HiQ TLP is designated for tax purposes as an Exempt Investment Institution (VBI), as referred to in Article 6a of the 1969 Corporation Tax Act. From 15 July 2011 (its date of incorporation), HiQ TLP acquired the status of a VBI. As a result of this specific fiscal status, HiQ TLP is in principle exempt from Dutch corporation tax and withholding tax.

20.8 Solvency obligation of investment firm

The obligation to remain sufficiently solvent is aimed at ensuring that financial institutions retain sufficient assets in relation to the scale of their obligations and the nature and scale of their business risks. The purpose of this is to enable investment institutions to absorb adverse developments in the business climate. The solvency is assessed on the basis of the test capital.
20.9 Minimum required own equity
As an investment firm that deals on own behalf, HiQ TLP must maintain a minimum own equity from the commencement of its activities (i.e. on the application for the licence) and continually thereafter. The minimum required capital is equal to the higher of the minimum own’ equity requirement of EUR 730,000 or 25% of the fixed costs in the preceding financial year. The capital requirement for the operational risk is alternatively calculated on the basis of the fixed cost requirement. In view of the cost-neutral business operations, the minimum required capital will always equal the minimum shareholders’ equity requirement. The shareholders’ equity of HiQ TLP on its incorporation amounted to EUR 1,000,001 and is consequently sufficient to meet the capital requirements laid down in the Wft Prudential Rules Decree.

20.10 Control measures
By means of continual qualitative and quantitative evaluation, HiQ TLP ensures that it takes timely adequate measures to avoid a shortfall of cover in the future. The Prime Broker of HiQ TLP, ABN AMRO Clearing Bank N.V., determines the net liquidation value of the portfolio that HiQ TLP holds at this broker on a daily basis. The Manager monitors on a daily basis whether this net liquidation value remains above the statutory minimum own’ equity of €730,000 plus an increment of €100,000. If the daily results of the portfolio value provide grounds for this, the board of directors may decide to apply an increment that is higher than €100,000.
21 MANAGERS STATEMENT

Solely the Manager of the Fund is responsible for the contents of the Prospectus. The Manager declares that the information in this Prospectus is in accordance with laws and regulations and correct and that no information was omitted which would have changed the tenor of this Prospectus.

The Manager is responsible for the accuracy and completeness of the information contained in this Prospectus. The Manager declares that the Fund, the Manager, the Legal Owner and the Depositary comply with the rules laid down by or pursuant to the Act on Financial Supervision. This Prospectus contains all the information in accordance with what is referred to in Section 4.37l sub 4 and 4:37p sub 1 Wft, effective as per 22 July 2014, and article 115j and 115x of the Bgfo and article 23 sub 1 and 2 of the AIFMD, to the extent applicable.

The Fund is established and the original Prospectus is adopted on June 1, 2007. The Prospectus is actualised and the new version is adopted on 14/03/2018. According to the Manager, the Prospectus contains at least the information required pursuant to section 4.37l sub 4 and 4:37p sub 1 Wft, effective as per 22 July 2014, that are necessary in order for a prospective investor to make a judgment of the Fund and the associated costs and risks. The Prospectus is available on the Website of the Manager.

Amsterdam, March 14, 2018

The Manager,
HiQ Invest B.V.
22 ASSURANCE REPORT OF THE INDEPENDENT AUDITOR PURSUANT TO SECTION 115X, SUBSECTION 1, UNDER E, OF THE BGFO WFT

To: The Manager of HiQ Invest Market Neutral Fund

22.1 Our opinion

In accordance with Section 115x, subsection 1, under e, of the Decree on the Supervision of the Conduct of Financial Undertakings pursuant to the Act on Financial Supervision (Wft), we have examined the prospectus of the HiQ Invest Market Neutral Fund located in Amsterdam.

In our opinion the prospectus dated 14 March 2018 of the Market Neutral Fund contains at least the information required by or pursuant to the Dutch Financial Supervision Act (Wft) (“the Act”) related to the prospectus of an alternative investment fund.

22.2 Basis for our opinion

We performed our examination in accordance with Dutch law, including Dutch Standard 3000A ‘Assurance Engagements Other Than Audits or Reviews of Historical Financial Information’. This engagement is aimed to obtain reasonable assurance. Our responsibilities in this regard are further described in the ‘Our responsibilities for the examination of the prospectus’ section of our report.

We are independent of the Market Neutral Fund in accordance with the Code of Ethics for Professional Accountants, a regulation with respect to independence and other relevant independence requirements in The Netherlands. Furthermore we have complied with the Dutch Code of Ethics (VGBA).

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

22.3 Relevant matters relating to the scope of our examination

Our examination consists of verifying that the prospectus contains the required information, which means we did not examine the accuracy of the information included in the prospectus.

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

Our opinion is not modified in respect of these matters.

22.4 Responsibilities of the Manager for the prospectus

The Manager is responsible for the preparation of the prospectus that contains at least the information required by or pursuant to the Dutch Financial Supervision Act related to the prospectus of an alternative investment fund.

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

22.4.1 Our responsibilities for the examination of the prospectus

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

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

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

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

Rotterdam, 14 March 2018

MAZARS PAARDEKOOPER HOFFMAN ACCOUNTANTS N.V.

w.s. C.A. Hartevelt RA
## ADDRESS LIST

<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Manager</strong></td>
<td>HiQ Invest B.V.</td>
</tr>
<tr>
<td></td>
<td>Rembrandttower 9th Floor Amstelplein 1 1096 HA Amsterdam</td>
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<tr>
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<tr>
<td></td>
<td><a href="http://www.hiqinvest.com">www.hiqinvest.com</a></td>
</tr>
<tr>
<td><strong>Legal Owner</strong></td>
<td>Stichting Legal Owner HiQ Invest Market Neutral Fund</td>
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<tr>
<td><strong>Administrator</strong></td>
<td>FundShare Administrator B.V.</td>
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<tr>
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<tr>
<td><strong>Auditor</strong></td>
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<tr>
<td><strong>Prime Brokerage &amp; Custody Services</strong></td>
<td>DeGiro B.V.</td>
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<tr>
<td></td>
<td><a href="http://www.degiro.nl">www.degiro.nl</a></td>
</tr>
<tr>
<td></td>
<td>ABN AMRO Clearing Bank N.V. Gustav Mahlerlaan 10 1082 PP Amsterdam</td>
</tr>
</tbody>
</table>
### 24 APPENDIX: REGISTRATION DOCUMENT

#### 24.1 INFORMATION REGARDING THE MANAGER

##### 24.1.1 General information

HiQ Invest B.V. (hereafter also referred to as the “Manager”) is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) that is incorporated under Dutch law and that has its registered office in Amsterdam. It was incorporated on 7th of August 2006 and is listed in the trade register held by the Amsterdam Chamber of Commerce under number 34252934. The Manager’s website address is: www.hiqinvest.nl.

##### 24.1.2 Activities

The Manager acts as fund manager for the following funds:
- HiQ Invest Fundamental Value Fund (AIF),
- HiQ Invest Market Neutral Fund (AIF),
- FundShare Umbrella Fund (AIF); and
- FundShare UCITS Umbrella Fund (UCITS)

All above funds are registered with the Netherlands Authority for the Financial Markets (Stichting Autoriteit Financiële Markten) in accordance with the provisions of the Act on Financial Supervision (Wet op het financieel toezicht: “Wft”).

##### 24.1.3 Organizational and control structure

The day-to-day policy of the Manager is determined by its managing board, consisting of:
- dr. ir. J.H.M. Anderluh, residing in Delft, as director (co)responsible for the trading process, Investment policy, Compliance & Risk, Reporting and the IT system.
- drs. N.J. Klok CFA, residing in Amsterdam, as director (co)responsible for the trading process, Investment policy; and he also maintains contact with the Clearing, Administrator and Depositary.

The members of the managing board of the Manager qualify as persons that co-determine the policy of the Manager. Mr. J.H.M. Anderluh and Mr. N.J. Klok are also directors of DeGiro B.V., the custodian/prime broker of the Fund and an Affiliated Party of the Manager.

##### 24.1.3.1 Group Structure

The Manager is a wholly owned subsidiary of LPE Capital B.V. which holds 100% of its share capital.

The organization chart below reflects the organizational structure of the Manager, the Administrator and DeGiro B.V..

Please note this is the updated expected structure, wherein the depositary changes for all funds of the Manager have already been processed, including where necessary a separate legal owner per fund.

The administrative and portfolio management (front office) functions within the group have been strictly segregated from its operational (back office) functions.
24.1.4 Financial Information and Audited Financial Statements

Based upon the latest audited financial statements the Manager has met the requirements under articles 3:53 (minimum initial capital) and 3:57 (solvency) Wft.

The financial year of the Manager coincides with the calendar year. Annual reports will thus become available prior to April 30 of the year following the pertinent financial year. Reports of the Manager incorporating the Semmiannual accounts will be published ultimately on August 31 of the ongoing financial year.

The lastest available audited financial statements of the Manager are available on the Website of the Manager. These audited financial statements contain an available equity level which exceeds the fixed overhead requirement. The annual reports of the Manager as audited by an independent auditor, can be found on the Website.

24.2 INFORMATION REGARDING THE DEPOSITARY

24.2.1 General information

KAS Trust & Depositary Services B.V. (hereafter also referred to as the “Depositary”), is a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) that is incorporated under Dutch law and that has its registered office in Amsterdam. It was incorporated on 9th of June 1966 and is listed in the trade register held by the Amsterdam Chamber of Commerce under number 33117326. The Depositary’s website address is: http://www.kasbank.nl/AboutUs/KAS_Trust_and_Depositary_Services.aspx.

24.2.2 Organizational and control structure

The following persons determine the daily policy of the Depositary in accordance with article 4:9 Wft:

- J.N.P Laan;
- R.F. Kok; and
- S.F. Plesman

The above directors will determine the daily policy pursued by the Depositary. The directors do not engage in any activities related to the portfolio and risk management of the Manager.

24.2.2.1 Group Structure

The Depositary is a wholly owned subsidiary of Kas Bank N.V. which holds 100% of its share capital. The organization chart below reflects the organizational structure of the Depositary.

24.2.3 Financial Information and Audited Financial Statements

Based upon the latest audited financial statements the Depositary has met the requirements under articles 3:53 (minimum initial capital) and 3:57 (solvency) Wft.

The financial year of the Depositary coincides with the calendar year. Annual reports will become available prior to June 30 of the year following the pertinent financial year.

The lastest available audited financial statements of the Depositary are available on the Website. These audited financial statements contain an available equity level which exceeds the fixed overhead requirement. The annual reports of the Depositary as audited by an independent auditor, can be found on the Website.

24.3 OTHER DATA

24.3.1 Data regarding the provision of information

- On a monthly basis, information on, among other things, the development of the value of the participations in the Fund is published in the Manager’s Website.
- Annually, or on a more frequent basis if the conditions of the Fund or the law so prescribe, a statement on the value of the participation and any movements in the number of participations held will be provided.
- The audit reports that have most recently been issued by the accountant with respect to the equity capital of the Manager and/or Depositary is available on the Website.
The articles of association, annual accounts and annual reports of the Manager and Depositary as well as the Semi-annual accounts of the Manager are also available on the Website. Upon request, copies of the aforementioned documents will be made available to participants in the Fund free of charge. On the Website up to date information with respect to the Manager can be found.

24.3.2 Data regarding the replacement of the Manager or the Depositary

The Depositary Agreement between the Manager and the Depositary is agreed upon for a period of three years. In the event that the Manager or the Depositary announces its intention to resign from its Fund related office or in the event that it is obliged to discontinue its activities, both may terminate the agreement in writing with due observance of a notice period as agreed in the Depositary Agreement. The Manager has the right to terminate the Depositary Agreement with due observance of a notice period as agreed in the Depositary Agreement.

A copy of the written agreement between the Depositary and the Manager is available to the Participants for a maximum charge of the costs involved.

24.3.3 Withdrawal of the Fund Manager’s license

A request made by the Manager to the supervisor pursuant to article 1:104, section 1, subsection a. Wf to withdraw the Fund Manager’s license, will either be published in a national daily newspaper in the Netherlands or made known to each participant’s e-mail address and will also be published on the Manager’s Website.