

**MANAGEMENT REGULATIONS**  
**ACP SECONDARIES 5 FCR**

*Please note that this is a translation into English for information purposes only from the original document in Spanish. The Spanish version is the only valid and binding document, and no liability shall be accepted in relation to any inaccuracy or inconsistency of this translation with respect to the original document.*

## **PREAMBLE. DEFINITIONS**

For the purposes of these Regulations these terms will have the following meaning:

<b>ACP S5</b>	Means the global project which the Fund, together with other vehicle(s), is part of, , as outlined in <a href="#">article 2</a> .
<b>Advisor(s)</b>	As defined in <a href="#">article 4</a> .
<b>CNMV</b>	Meansthe National Securities Market Commission ( <i>Comisión Nacional del Mercado de Valores</i> )
<b>Co-investments</b>	As defined in <a href="#">article 2</a> .
<b>Transfer Fee</b>	As defined in <a href="#">article 6.3.c</a> ).
<b>Structuring Fee</b>	As defined in <a href="#">article 6.3.d</a> ).
<b>Success Fee</b>	As defined in <a href="#">article 6.2</a> .
<b>Management Fee</b>	As defined in <a href="#">article 6.1</a> .
<b>Subscription Fee</b>	As defined in <a href="#">article 6.3.b</a> ).
<b>Investment Commitment(s)</b>	As defined in <a href="#">article 15.1</a> .
<b>ECR(s)</b>	Means the private equity firms governed by the LECR, as defined in <a href="#">article 2</a> .
<b>Key Executives</b>	As defined in <a href="#">article 8</a> .
<b>Private Equity Target Companies</b>	As defined in <a href="#">article 2</a> .
<b>Investee Companies</b>	As defined in <a href="#">article 2</a> .
<b>Final Closing Date</b>	Means the end of the Placement Period, as regulated in <a href="#">article 15.3</a> .
<b>Fund</b>	Means ACP SECONDARIES 5, FCR.
<b>Contemporary Funds</b>	Means any fund or investment vehicle managed or provided with investment advice by the Management Company (or companies within its group) with investment policy and investment periods that overlap in part or in full with those of the Fund and that do not qualify as a Successor Fund.
<b>Successor Funds</b>	Means any fund or collective investment vehicle managed or provided with investment advice by the Management Company (or companies within its group) with investment policies and strategies that are substantially identical to those of the Fund and are targeted at a variety of unspecified investors.
<b>Underlying Funds</b>	As defined in <a href="#">article 2</a> .
<b>LECR</b>	Means the Spanish Law 22/2014 (of 12 November 2014), regulating private equity firms, other closed-end collective investment undertakings and the

management companies of closed-end collective investment undertakings, as defined in article 1.

**New Investors**

As defined in article 15.3.

**Secondary Transactions**

Secondary Transactions are defined as follows:

- Acquisitions from third parties of their interests, shares or units in existing Underlying Funds or investment vehicles, whether as a one-off transaction or under the scope of public or private tender offers;
- The acquisition or subscription of shares as part of the restructuring, reorganisation, rollover, extension or similar processes undertaken by existing funds or investment vehicles, even if the outcome is an investment in a newly-created structure;
- The subscription of investment commitments in Underlying Funds which, despite being newly incorporated, have already build a significant portion of their investment portfolios so that analysis of that portfolio constitutes a key factor in the investment decision.

At the time of making any such investment decision, the Fund's Investment Committee must determine whether it constitutes a Secondary Transaction in accordance with these criteria.

**Defaulting Investor**

As defined in article 15.4.

**Initial Investors**

As defined in article 15.3.

**Total Committed Capital**

As defined in article 15.1.

**Placement Period**

As defined in article 15.3.

**Investment Period**

As defined in article 10.1.

**First Non-Sponsor Closing**

Means the first closing determined by the Fund with investors other than the Sponsor, as contemplated in article 15.3.

**Sponsor**

Means the Management Company and/or any of its related persons or entities.

**Preferred Return**

As defined in article 17.

**Key Executive Departure**

As defined in article 8.

**SFDR**

Means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector.

**Management Company**

Means Altamar Private Equity SGIIC, S.A.U., as stipulated in article 4.

## CHAPTER I. GENERAL FUND DATA

### Article 1. Registered name and legal regime.

A Private Equity Fund (*Fondo de Capital Riesgo*) is constituted under the name ACP SECONDARIES 5, FCR (hereinafter, the “**Fund**”) which shall be governed by the contents of these Management Regulations and, where not otherwise contemplated, by Spanish Law 22/2014 (12 November 2014), regulating private equity firms, other closed-end collective investment undertakings and the management companies of closed-end collective investment undertakings (hereinafter, the “**LECR**”) and any prevailing legislation that implements or replaces it in the future.

### Article 2. Purpose.

The Fund is a pool of assets managed by a management company. Its core purpose is to invest in other private equity firms (*entidades de capital riesgo*) governed by the LECR (hereinafter, “**ECR(s)**”) or similar international entities (hereinafter, together with the ECRs, the “**Investee Companies**” or the “**Underlying Funds**”). Its investments will be made principally through Secondary Transactions, either directly or indirectly. The Fund may also invest directly in companies in which private equity firms (*entidades de capital riesgo*) typically invest under the scope of the LECR by co-investing with Underlying Funds or third parties, or, indirectly, via funds devoted to transactions of this nature, all of which within the limits established in article 10 of these Management Regulations (hereinafter, the “**Co-investments**”). Under the LECR, the companies in which private equity firms typically invest are companies other than financial institutions or real estate companies that, at the time of investment, are not listed on any of the Spanish stock markets or on an equivalent regulated market of the European Union or other member nations of the Organisation for Economic Cooperation and Development (OECD) and non-financial companies that are listed on a stock market in Spain, or on an equivalent regulated market of the European Union or another member nation of the Organisation for Economic Cooperation and Development (OECD), so long as those companies are delisted within 12 months of the investment (hereinafter, “**Private Equity Target Companies**”).

As provided in article 14 of the LECR, the Fund can invest up to 100% of its eligible assets in other ECRs duly incorporated under the LECR and in similar foreign entities that meet the requirements therein.

In order to pursue its purpose, the Fund may grant profit-participating loans and other forms of financing, in the latter instance solely to Underlying Funds or Private Equity Target Companies that form part of the compulsory investment ratio.

The Fund’s aim is, investing prudently, to invest all of its Total Committed Capital, as defined in article 15.1 of these Management Regulations, in Underlying Funds and Co-investments. To that end, it may make commitments to invest in Underlying Funds and/or invest in Secondary Transactions and Co-investments in an amount that is higher than its Total Committed Capital with the sole limit that under no circumstances can it make capital calls on its investors in excess of 100% of their respective capital commitments. It is up to the Management Company to comply with the above criteria and make the Fund’s commitments and investments factoring in the circumstances (including the nature of the transaction, the existence of financing, the situation of the markets, etc.) which could affect the percentage by which it can overcommit its capital at any given moment in time.

Each time the Fund invests in a national or international Underlying Fund, it must execute partnership agreements, subscription or equivalent agreements which must establish, according to the legislation applicable in each jurisdiction and to the LECR, the terms and conditions that apply to all of their investors.

The Fund may invest in parallel, or co-invest, with other national or international vehicles with the same investment policy and strategy, jointly constituting the project known as “**ACP S5**”. The various vehicles that comprise ACP S5 will participate in any shared investments on a *pro rata* basis, calculated on the basis of the amount of their respective total committed capital or their capacity to invest in the specific strategy in question, unless the Management Company decides on an alternative allocation formula on account of tax and/or regulatory reasons or factors related with portfolio diversification,

investment strategy, prior portfolio exposure considerations, etc. As a result, the vehicles that comprise ACP S5 will transfer investments as needed so that, at the end of the various vehicles' respective placement periods, each of their final investment portfolios fits with the corresponding allocation criteria. Any such transfers will take place at a price equivalent to the cost of the investment, equalised at a rate calculated as 12-month EURIBOR as of the day of each drawdown plus one hundred and fifty (150) basis points, times the number of days elapsing between the investment and transfer dates. In the event EURIBOR is negative, the rate used for this calculation and in general in these Regulations for all intents and purposes, will be zero (0).

### **Article 3. Term.**

The Fund will have a maximum term of eight (8) years, starting from the First Non-Sponsor Closing. In the event the investment portfolio has not been unwound by that deadline, the Fund's term may be extended by three (3) successive one-year periods, at the initiative of the Management Company. That decision will not require amendment of these Management Regulations; it will be sufficient to notify National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (hereinafter, the "CNMV"). Any extension of the Fund's term beyond the scope of the extensions contemplated above would require approval at a General Meeting of investors, as contemplated in article 9.2 of these Regulations. At any rate, once all of the Fund's investments have been unwound, the Management Company may proceed to liquidate the Fund.

Fund operations will begin on the date it is registered in the CNMV's administrative register and its Investment Period will be that outlined in article 10.1 of these Regulations.

## **CHAPTER II. MANAGEMENT, ADMINISTRATION AND REPRESENTATION OF THE FUND**

### **Article 4. The Management Company.**

The Fund's management company is Altamar Private Equity S.G.I.I.C., S.A.U. (tax ID: A-84144625), registered in the Madrid Companies Register under volume 20,619, page 185, sheet M-365063 and in the CNMV's registry under entry #247 (hereinafter and throughout this document, the "**Management Company**"). Its registered office is located in Madrid, at Paseo de la Castellana, 91.

Management and administration of the Fund is vested in the Management Company, which, under prevailing legislation and subject to compliance with the duties listed in the LECR, will have the broadest powers to represent the Fund; the legal acts and contracts performed by it with third parties in exercising the powers attributed to it in its capacity as Management Company may not be challenged on the grounds of lack of powers.

Likewise, the Management Company has power of attorney for acts of management and ownership (*dominio*), which does not imply ownership (*propiedad*) of such assets. Notwithstanding the foregoing, the Management Company may delegate part of the management of the Fund's assets in other entities, as provided for in article 65 of the LECR.

For the purposes of the above, the Fund's registered office shall be deemed that of the Management Company throughout.

The Management Company has entered into advisory agreements with: (1) Altamar Partners North America LLC, a US firm duly registered as an Investment Advisor with the US Securities Exchange Commission (SEC); and (2) CAM Alternatives GmbH, a German firm duly registered as a GFIA with the German securities market regulator (Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)) (hereinafter, the "**Advisors**"), under which they act as non-exclusive investment and divestment advisors for the funds managed under the global private equity strategy. Among other matters, the Advisors will advise on the identification of investment and divestment opportunities and on the design and structuring of investment and divestment transactions, lend support in monitoring investments for the duration thereof and provide assistance with any of matters of interest in relation to the Fund's investment activities. Under no circumstances are the Advisors entitled to take investment and/or divestment decisions on behalf of the Fund or to represent or bind the Fund in any way. The Advisors'

fees will be deducted from the Management Fee set out in **article 6.1** of these Regulations and may be invoiced directly to the Fund.

#### **Article 5. Investment Committee.**

The decision to proceed with an investment and any decisions regarding potential divestments by the Fund of its interests in the Underlying Funds and/or Co-investments will be taken by the Fund's Investment Committee. Those decisions will require a majority vote of at least two-thirds of its members. The Investment Committee will be appointed by the Management Company and will initially comprise, as per a resolution of its Board of Directors, Claudio Aguirre Pemán, José Luis Molina Domínguez, Miguel Zurita Goñi and Fernando Olaso Echevarría. The Management Company reserves the right to appoint another member of the Investment Committee from among the AltamarCAM Group's professionals. Any such appointment and the details thereof would be duly notified to the investors. Such an appointment would not be considered an amendment of the Management Regulations.

The Investment Committee will meet as many times as required in the interests of the Fund, whenever so requested by the Management Company or any of its members. Investment Committee meetings may be attended by video or ordinary conference call or it may ratify its decisions in writing. Notwithstanding the foregoing, the Investment Committee will set up its own rules of organisation and operation.

#### **Article 6. Remuneration of the Management Company and allocation of expenses.**

##### **6.1. Management Fee.**

The Management Company will receive a management fee (the “**Management Fee**”) from the Fund as compensation for its services. The Management Fee will be calculated, for each class of shares defined in article 11, by applying a Percentage to a Calculation Basis for each of the periods defined to this end, as set forth in the following table:

Period	Class of shares as per art. 11	Percentage	Calculation Basis
<u>Period 1.</u> From the date on which the Management Fee starts to accrue until the date of the fourth anniversary of the First Non-Sponsor Closing.	A	0.75%	The Fund’s Total Committed Capital (in proportion to the commitments assigned to each class of shares)
	A Bis	0.68%	
	B	0.80%	
	B Bis	0.72%	
	C	0.90%	
	C Bis	0.81%	
	D	1.00%	
	D Bis	0.90%	
	E	1.35%	
	F	1.55%	
	G	0.85%	
	H	NO FEE	
	H Bis	NO FEE	
	X	NO FEE	
<u>Period 2.</u> From the end of Period 1 until liquidation of the Fund	A	0.75%	Capital Committed to Underlying Funds (1) + the amount Co-invested - the acquisition cost of any investment of the Underlying Funds’ portfolio disposed of by the latter - the acquisition cost of any Co-investments disposed of (all of which in proportion to the amounts allocated to each class of shares)
	A Bis		
	B	0.80%	
	B Bis		
	C	0.90%	
	C Bis		
	D	1.00%	
	D Bis		
	E	1.35%	
	F	1.55%	
	G	0.85%	
	H	NO FEE	
	H Bis	NO FEE	
	X	NO FEE	

(1) Capital Committed to Underlying Funds is understood to mean the amount drawn down against the commitment entered into with the Underlying Fund (or the price paid for the portion drawn down in the case of sale & purchase transactions) (including expenses) plus, as applicable, the amount pending drawdown as shown in the capital accounts issued by the Underlying Fund at

the time of the calculation. The Amount Co-invested, meanwhile, refers to the amount drawn down at any calculation date plus the amounts pending drawdown, if any.

The Management Fee accrues daily and is paid six months in advance. Those six-monthly accrual periods will begin on 1 January and 1 July of each year, except for the first six-month period, which will begin on the sooner of the date of the First Non-Sponsor Closing or the date of signature of the first commitment to invest in an Underlying Fund or of the first Co-investment, and end on the immediately-following 31 December or 30 June, with the last six-month period ending on the date of liquidation of the Fund (adjusting the Management Fee retrospectively as required).

The Management Company may, at its discretion, delay, postpone or suspend the invoicing or collection of the Management Fee, in whole or in part, so long as so doing: (i) is in the Fund's best interests; (ii) affects all investors in the same manner and implies no discrimination among the various investors different from that arising from the existence of different classes of shares; and (iii) any interest accrued by the Management Company as a result of the delay or deferral is a market rate of interest.

The Management Fee will be recalculated and adjusted as if the Total Committed Capital had been obtained by the earlier of the date of the First Non-Sponsor Closing or on the date of signature of the first commitment to invest in an Underlying Fund or of the first Co-investment during the Placement Period.

## **6.2. Success Fee.**

The Management Company will receive a Success Fee based on the Fund's net return on the terms set out in [article 17](#) in the distribution waterfall for each class of shares (the "**Success Fee**").

## **6.3. Investment Fee and other remuneration.**

- a) Neither the Management Company nor any company related to the Management Company will receive from the Fund any investment fees or other remuneration other than those explicitly contemplated in these Regulations. Nor will the above companies receive any rebate from any of the entities that manage or market the Underlying Funds and if any are received, they will be paid onwards to the Fund. Likewise, any remuneration or other income received by directors, executives or employees of the Management Company or persons designated by the latter as compensation for their participation on the internal bodies of the investee Underlying Funds and/or Co-investments must be paid to the Fund or to all of the investment vehicles comprising ACP S5 on a *pro rata* basis if they are all represented.
- b) The Management Company will receive from the holders of the Class E and Class F shares an initial subscription fee equivalent to 1.5% of the total amount of their respective Investment Commitments (the "**Subscription Fee**").
- c) In the case of share transfers, as contemplated in [article 12](#) of these Regulations, the Management Company will receive a transfer fee of five hundred (500) euros before tax (including VAT) from the Class E, F and G investors as compensation for the costs of managing their share transfer requests (the "**Transfer Fee**"). The Transfer Fee must be paid for by the seller unless the buyer and seller come to a different arrangement.
- d) The Fund will pay the Management Company a fee to cover all of the costs of incorporating and structuring the Fund (the "**Structuring Fee**") equivalent to 0.1% of Total Committed Capital, up to a limit of seven hundred and fifty thousand (750,000) euros.

Any amounts paid by way of Subscription or Transfer Fees will not be deducted from the amount pending drawdown against the Investment Commitment of the investor in question.

## **6.4. Fund expenses.**

- a) Depositary fees

The Fund will assume the depositary service fees charged by BNP Paribas as depositary bank. The depositary fee is an annual fee payable quarterly. It will start to accrue in tandem with the Management Fee and will be calculated as shown in the next table:



Percentage	Calculation basis	Tranches
0.040%	Net asset value	Up to €100m
0.035%	Net asset value	Between €100m and €200m
0.030%	Net asset value	Above €200m

b) Other expenses

The Fund must also bear all of the expenses incurred, directly or indirectly, in connection with its organisation and administration, including, among others, fees for portfolio management, control and monitoring, reporting services (the possibility of delegating these services in another entity related to the Management Company on an arm's length basis is expressly contemplated), the costs of preparing and distributing reports and other notices, the cost of translations, legal advisory and audit fees in relation to both the Fund's day-to-day management and proposed transactions (including but not limited to the expenses derived from investment analysis and any legal and financial due diligence, regardless of whether the transactions go ahead, travel expenses related with deal analysis or due diligence, transaction execution, monitoring and subsequent disposal), accounting and audit expenses, all manner of bank fees, expenses related with meetings held by the Investment Committee of the Management Company, the Fund's Supervisory Committee and General Meetings (including any attendance fees that need to be paid to their members or guests and or travel/accommodation expenses), external consultancy fees, the costs of attending the annual general meetings of the Fund's Investee Companies, extraordinary charges (including, among others, those deriving from lawsuits) and any and all general expenses needed to keep the Fund running as intended that cannot be allocated to the management service, including VAT and any other applicable taxes.

The Fund shall indemnify the Management Company, its shareholders, directors, employees, executives, representatives and agents, the members of the Management Company's Investment Committee and indeed any person appointed by the Management Committee to act as director or member of any kind of committee or body of any of the Underlying Funds invested in by the Fund, against any liability, claim, damages, costs or expenses (including reasonable legal expenses) incurred or potentially incurred in the course of performing their obligations in their capacity as such or due to their relationship with the Fund, except for cases deriving from gross negligence, wilful misconduct or bad faith in the performance of their obligations or duties to the Fund. The indemnity contemplated in this paragraph cannot be higher than the amount of the investors' Investment Commitments and may no longer be sought after the end of the Fund's term, as set out in [article 3](#) of these Regulations.

In the event of expenses that are allocable to both the Fund and other investment vehicles managed by the Management Company, whether or not part of the ACP S5 project, such expenses will be allocated to each vehicle using objective allocation criteria, such as, for example, a *pro rata* allocation on the basis of the commitments ultimately assumed by each in the Underlying Funds or Co-investments made, or on the basis of the size of Total Committed Capital or the net asset value of the respective funds or investment entities or vehicles. The Management Company has the discretion to determine the criteria it deems fairest under the given circumstances.

## **Article 7. Replacement of the Management Company.**

### **7.1. Replacement at the request of the Management Company.**

The Management Company may ask to be replaced if it deems appropriate by presenting a formal application, together with the incoming management company, before the CNMV, in which the new management company agrees to accept such duties.

If the incoming management company belongs to the same group of companies as the Management Company or is a direct or indirect investee of the parent company of that group and keeps a majority of the members of the Investment Committee, no action will be required of the investors and the Management Regulations will not have to be amended (other than to simply change the management company's name).

In any other circumstances in which the Management Company asks to be replaced, its replacement will have to be agreed at a General Meeting by a resolution ratified by investors representing a majority of seventy-five (75) per cent of Total Committed Capital. That resolution will have to accept the new replacement management company, any proposed new members of the Investment Committee and any required changes to the Management Regulations.

If the above-mentioned resolutions were not attained at the General Meeting, the Fund would be dissolved, triggering the start of the liquidation period, as contemplated in [article 20](#) of these Regulations.

If the Management Company files for bankruptcy, it would be up to the appointed administrator to apply for the change of management company following this same procedure. The CNMV can agree to that replacement even if not requested by the administrator, notifying the bankruptcy court immediately, or in the event of discontinuation of operations for any reason. If the new management company does not accept the role within a period of six (6) months, the Fund will be dissolved.

## **7.2. Replacement at the request of the investors**

### **7.2.1. Removal for cause**

The investors may also ask to have the Management Company removed and replaced if it can certify and prove any of the following circumstances: (i) gross negligence, wilful misconduct, fraud, bad faith or material breach on the part of the Management Company of its obligations to the Fund; or (ii) the handing down of a sentence or prosecution against it for serious infringement of securities market legislation or any other serious offence; or (iii) revocation of its permit to act as a management company.

In any of the above-listed circumstances, a resolution to have the Management Company removed and appoint a replacement manager would have to be ratified at a General Meeting with a majority of over fifty (50) per cent interest in Total Committed Capital.

Such a resolution would trigger the following chain of events:

- a) The Management Company (replaced) would have to hand the new management company (incoming) any and all books, registers, correspondence and documents pertaining to the Fund in its possession.
- b) The Management Company would lose its right to receive fees or remuneration in respect of the periods beginning after the date of its removal or replacement, without entitlement to any compensation whatsoever for its early termination.

If the reason for the replacement is the departure of Key Executives, the terms of [article 8](#) below will apply.

### **7.2.2. Removal without cause**

The Management Company may also be removed for no special reason if a resolution do so is ratified at an General Meeting with a majority interest of at least eighty (80) per cent in Total Committed Capital. Removal without cause will imply:

- a) Paying the Management Company compensation equivalent to three times' the Management Fee accrued during the six-month period prior to ratification of the resolution to remove it.
- b) With respect to the amounts stipulated under items c) and d) of [article 17](#) of these Regulations in relation to the Success Fee, if the Management Company is removed after the end of the Investment Period, the amounts in question will be collected in full; if it is removed before the end of that period, the amounts will be adjusted in proportion to the length of time elapsing

between registration of the Fund with the CNMV and the date of effective removal with respect to the total duration of the Investment Period.

In all instances, the replacement will take effect from when the corresponding modification of these Regulations is registered with the CNMV.

#### **Article 8. Key Executive Departure**

For the purpose of this article, “**Key Executives**” refer to the people referred below —Managing Partners, Partners and Managing Directors within the Altamar CAM Group— involved in the management (through the Management Company) and/or the advisory (through the Advisors) of the Fund.

Each one of the Key Executives shall be vested with the following score for the purposes herein:

- Managing Partners: 2 points

Presently the following persons are Key Executives holding the status and score of Managing Partners: Mr. Claudio Aguirre, Mr. José Luis Molina, Mr. Frank Albrecht, Mr. Alexis von Dziembowski, Mr. Fernando Olaso, Mr. Miguel Zurita, Dr. Rolf Wickenkamp, Mr. Andreas Schmidt and Mr. Felix Wickenkamp (“**Key Executives Managing Partners**”).

- Partners & Managing Directors: 1 point

Presently the following persons are Key Executives holding the status and score of Partner or Managing Director: Mr. Derek Snyder, Mr. Miguel Echenique, Mr. Ignacio de la Mora, Mr. Carlos Gazulla, Ms. Rocío Heres, Ms. Inés de Soto, Mr. Jan Schmitz-Dahm and Ms. Lai-Song Man (“**Key Executives Partners and MDs**”).

Therefore, the global scoring of Key Executives stands at twenty-six (26).

The hiring or appointment of new Managing Directors or Managing Partners within the Altamar CAM Group to be dedicated to the matters of the Fund, shall not automatically confer thereon the status of Key Executives for the Fund, nor shall the promotion of the current ones cause their scoring to be modified, for the purposes herein, unless the AIFM has obtained the prior approval of the Supervisory Committee (by majority of at least two-thirds (2/3) of its members) for such appointment or promotion, as the case may be.

A “**Key Executive Departure Event**” shall be deemed to take place when, before the end of the Fund’s Investment Period:

- a. the global scoring of Key Executives actually involved in the management or advisory of the Fund is less than fifteen (15); or
- b. the global scoring of Key Executives Managing Partners is less than eight (8); or
- c. the global scoring of the Key Executives Partners and MDs is less than four (4).

In case of a Key Executive Departure Event, the Investment Period will be temporarily suspended and the Management Company will be required to call (within a period of twelve (12) months from the Key Executive Departure Event) a General Meeting at which investors representing at least two-thirds (2/3) of Total Committed Capital must agree in order for the Management Company, unrestricted, to manage the Fund. If such approval is not obtained and the Management Company is not replaced, as provided in the next paragraph, the Management Company may continue to manage the Fund, albeit subject the following constraints:

- The Fund’s Investment Period will be definitively suspended.
- The formula for calculating the Management Fee contemplated for Period 2 will apply.
- The Management Company’s right to receive the Success Fee stipulated in items c) and d) of [article 17.1](#) of these Regulations will be limited to the distributions deriving from capital commitments in Underlying Funds and Co-investments made up until that time.

If so agreed at a General Meeting held within twelve (12) months from the Key Executive Departure Event with a majority representing over half (1/2) of Total Committed Capital, the Management Company can be replaced. However, in that case, the Management Company would be entitled to collect (i) compensation in an amount equivalent to the Management Fee it would have collected during the following twelve (12) months; and (ii) the Success Fee provided for in items c) and d) of article 17 below in the same manner as stipulated in item b) of article 7.2.2 above in relation to the replacement of the Management Company for no special reason, albeit reducing the resulting amount by fifty (50) per cent.

## **Article 9. Supervisory Committee and General Meetings.**

### **9.1. Supervisory Committee.**

A Supervisory Committee will be set up by way of Fund supervisory body and will have at most ten (10) and at least three (3) members.

The following investors will be entitled to appoint a member of the Supervisory Committee unless they expressly waive that right: (i) each investor who has committed over twenty (20) million euros of capital to the Fund by the First Non-Sponsor Closing; (ii) each investor who has committed twenty-five (25) million euros or more of capital to the Fund subsequent to five (5) months after the First Non-Sponsor Closing; and (iii) investors who, failing to individually reach the above thresholds, pool their interests to do so and appoint a representative on their collective behalf. For investors whose investments are managed by the same entity, the aggregate sum committed by that management firm will serve for the purpose of calculating the minimum thresholds for entitlement to representation on the Supervisory Committee.

For the purposes of the right to be a member of the Supervisory Committee, investment commitments of investors in feeder vehicles (constituted for the sole purpose of pooling investors to invest in the Fund) managed or promoted by the Management Company, will be considered as direct commitments in the Fund.

However, if under the above criteria the resulting number of members of the Supervisory Committee were not deemed sufficient by the Management Company, the Management Company may, at its discretion, reduce the above-mentioned minimum investment thresholds. If the criteria give rise to the existence of more than ten (10) members, the Management Company may, likewise at its discretion, establish a number of members higher than ten (10) or raise the minimum thresholds for committee membership.

Supervisory Committee meetings may be attended by investors despite not being members if the Management Committee deems it advisable on account of the matters to be addressed or to ensure due minority investor representation. The Supervisory Committee's rules of organisation and operation will determine the regime governing investors' participation and voting rights.

The duties of the Supervisory Committee are:

- (a) Supervising compliance by the Management Company with the Fund's investment policy;
- (b) Ruling on queries from the Management Company in instances in which there may be a conflict of interest on account of the latter having to act on behalf of conflicting interests; and
- (c) At the proposal of the Management Company, approve the replacement of the Key Executives as contemplated in article 8 of these Regulations.

Under no circumstances may the Supervisory Committee participate in the Fund's management.

The Supervisory Committee must meet during the Fund's Investment Period at least once a year and, in addition, throughout the life of the Fund, whenever so requested by the Management Company or two-thirds of its own members. The Supervisory Committee will formulate its own rules of organisation and operation. In any case, the resolutions adopted by the Supervisory Committee will be available to those investors who expressly request it.

Given that the Fund may have Supervisory Committee members domiciled in different countries, to facilitate decision-making logistics, its members may vote in writing without the need for an in-person meeting, using electronic means, so long as previously notified, in writing, by the Management Company. To do so, the Management Company must send the members of the Supervisory Committee a notice in which, in addition to proposing the organisation of the meeting by remote correspondence, it states the items to be voted on and the Management Company's reasoned proposals with respect to each. Both the notice and the responses by the members of the Supervisory Committee may be sent by mail, fax or electronic means. The members of the Supervisory Committee will have a pre-defined amount of time, as stated in the above-mentioned notice, from when the notice is sent by the Management Company, to provide the latter with their votes on the various items.

## **9.2. General Meeting.**

The General Meeting will serve as the body that represents the investors and will be made up of all of the Fund's investors. Investors' voting rights at the General Meeting will be proportionate to their Investment Commitments with respect to Total Committed Capital. For the purposes of this article, in the event that there are Investment Commitments of feeder vehicles (constituted for the sole purpose of pooling investors to invest in the Fund) managed or promoted by the Management Company, the voting rights corresponding to the feeder vehicle at the General Meeting of the Fund may be divided to reflect the vote of the investors of such feeder vehicle.

The duties reserved to the investors in General Meeting:

- (a) After the end of the Investment Period, and during any extension thereof, as provided for in article 10.1 of these Regulations, ratifying, at the request of the Management Company's Investment Committee, the possibility of the Fund subscribing new investment commitments or making new Co-investments;
- (b) Ratifying, if required, the replacement of the Management Company under the circumstances outlined in article 7 of these Regulations;
- (c) Ratifying the replacement of the Management Company and/or continuity of the Fund in the event of the departure of Key Executive on the terms envisaged in article 8 above;
- (d) Ratifying, if required, the amendment of these Management Regulations on the terms outlined in article 21 of these Regulations;
- (e) Ratifying, if required, extension of the term of the Fund, as provided for in article 3 of these Regulations; and
- (f) Agreeing, if required, at the proposal of the Management Company, to the start of the process needed to list the Fund on the securities market.

The General Meeting's operating rules and the rules for calling and attending meetings and appointing proxies are as follows:

- (a) The Chairperson and Secretary of the General Meeting will be the same people as hold those positions within the Management Company's Board of Directors or the people who replace them. In the event that those people are unable to attend a meeting, the members of the Investment Committee will choose which people will carry out those duties.
- (b) A General Meeting will take place at least once a year and whenever so required in the interests of the Fund. General Meetings will be called by the Chairperson, either directly or at the request of investors representing at least ten (10) per cent of the Fund's Total Committed Capital or at the request of the Management Company.
- (c) Meetings must be called with at least fifteen (15) calendar days' notice by means of certified mail, a letter sent by post, courier, telegram, fax or an email addressed to each of the Fund's investors, itemising the place, day and time of the meeting on first and second call and the agenda in question. There must be at least two (2) hours between the time and date set for the meeting at first versus second call, unless the call notice expressly contemplates a longer time difference.

These formalities will not be required when all of the investors are in gathered, either in-person or duly represented, and unanimously agree to hold a General Meeting.

- (d) An investor can be represented at the General Meeting by another person, who need not necessarily be an investor. Any such proxies must be conferred in writing and individually for each meeting. Proxies may be validly granted by post, courier, telegram, fax or an email addressed to the Management Company.
- (e) The quorum for validly calling a General Meeting to order at first call is attendance, in person or by proxy, by investors who hold at least half of the Fund's Total Committed Capital. At second call, a General Meeting will be validly called to order no matter the shares or percentage of Total Committed Capital represented, notwithstanding the need for a qualified majority of votes to carry certain resolutions, as contemplated elsewhere in these Regulations.
- (f) The power to certify the resolutions set down in the minutes of the General Meeting lies with the Secretary of the General Meeting, with the approval of its Chairperson.

Resolutions will be carried with a majority of the votes cast, except for those matters expressly requiring different majorities as per these Regulations. Investors qualifying as Defaulting Investors under the scope of these Regulations will not be entitled to vote.

Given that the Fund may have investors domiciled in different countries, to facilitate decision-making logistics, resolutions may be carried using votes cast by electronic means, so long as so previously notified, in writing, by the Management Company. To do so, the Management Company must send the investors a notice in which, in addition to proposing the remote organisation of the General Meeting, it states the items to be voted on and the Management Company's reasoned proposals with respect to each. Both the notice and the investors responses may be sent by mail, fax or electronic means. The investors will have a pre-defined amount of time, as stated in the above-mentioned notice, from when the notice is sent by the Management Company, to provide the latter with their votes on the various items.

## **CHAPTER III. INVESTMENT POLICY**

### **Article 10. Strategy, investment criteria and rules governing selection of the securities**

#### **10.1. Investment Period.**

The Management Company plans to invest or commit the Fund to invest in Underlying Funds and Co-investments from the date when the Fund is duly registered with the CNMV until the third anniversary of the First Non-Sponsor Closing or until such earlier date determined by the Management Company considering the Fund's portfolio properly constructed (the "**Investment Period**"). The Investment Period may be extended for one (1) additional one-year term. That decision is up to the Management Company, which would have to notify the CNMV accordingly.

At the end of the Investment Period, extended or not, as the case may be, the Fund may no longer make new investment commitments or capital calls, except in the following instances:

- (a) To pay for the Fund's management and administration costs and settle other enforceable liabilities;
- (b) To fund payments by the Fund in relation to capital commitments in Underlying Funds or make Co-investments that were assumed on dates prior to the end of the Fund's Investment Period (as extended if warranted), including when there is a letter of intent to do so, a binding purchase offer or similar document substantiating the assumption of the commitment before the end of the Investment Period (as extended);
- (c) To subscribe and pay for commitments to make follow-up investments in Underlying Funds and Co-investments already part of the portfolio, so long as the total amount invested in Co-investments, including the follow-on investments, does not exceed the limit stipulated in **section 10.4** below. For the record, any amounts set aside by the Management Company to undertake the investments contemplated in item (c) above cannot be used to calculate the Management Fee

until they are actually invested or firmly committed for investment in Underlying Funds or Co-investments; and

- (d) To subscribe and pay for new capital commitments or make new investments in Underlying Funds and-or Co-investments if so ratified at a General Meeting at the behest of the Investment Committee (as regulated in [article 9.2](#) of the Management Regulations).

### **10.2. Targeted business sectors.**

The Fund will invest in Underlying Funds and Co-investments with no sector-related restrictions other than those established by law.

### **10.3. Targeted geographies.**

The Fund's geographic target is global. Therefore, the Fund will invest in Underlying Funds that invest mainly in Western Europe, the US and emerging markets and in Co-investments with the same geographic scope of investment.

### **10.4. Classes of target entities and selection criteria and Information Related to Sustainability.**

#### **10.4.1 Types of Entities in which it is Intended to Invest and Criteria for their Selection**

The Fund will invest mainly in Underlying Funds devoted primarily to investment in alternative assets in general, mainly private equity (buyouts, growth and venture capital funds) and other private assets including infrastructure and distressed debt, among others.

As a general rule, the Fund will invest in Underlying Funds by means of Secondary Transactions and Co-investments, in the latter instance framed by an aggregate limit of 20% of the amounts invested or committed by the Fund (including the amount of the overcommitments contemplated in [article 2](#), if any).

For the record, the Fund may make investments through Underlying Funds managed or advised by the Management Company, so grouping investments with shared characteristics or for the purposes of pursuing a specific sub-strategy, at all times framed by the applicable diversification principles and limits. The Fund may transfer direct portfolio investments to such Underlying Funds if the Management Company deems it in the Fund's best interests, at all times upholding all internal processes applicable to related-party transactions and conflicts of interest.

#### **10.4.2 Information Related to Sustainability**

The Management Company will consider sustainability risks in its investment decision-making, factoring them into its due diligence and investment selection processes. Investments that promote social and environmental characteristics intended to generate a positive impact on society or the environment in line with the Sustainable Development Goals will be undertaken in conjunction with a financial return. To that end the Management Company will use proprietary methodology based on internal analysis for which it may use data provided by the managers of its Investee Companies, Co-investments or external providers. This financial product's underlying investments do not take into account the EU criteria for environmentally sustainable economic activities.

The Fund's Management Company does not currently take principal adverse impacts (PAI) on sustainability factors into account in its investment decisions given the need to collect the pertinent information from the managers of the funds in which it invests on account of its nature as a fund of funds. For further information, refer to: <https://www.altamarcam.com/es/disclosure-regulation/>

The Fund is classified as a promoter of environmental or social characteristics, the so-called "Article 8 product" of Regulation (EU) 2019/2088 (SFDR). Additionally, in accordance with the provisions of the SFDR, sustainability-related disclosures are included in Annex I of this Management Regulations.

### **10.5. Maximum and minimum percentage interests pursued.**

- (a) Limits by sectors: there are no sector-specific upper or lower limits.
- (b) Limits by geographies: there are no geography-specific upper or lower limits within the geographic scope of investment of the Fund, as outlined above.
- (c) Diversification limits related to investee stage of development: there are no upper or lower limits by stage of development.
- (d) Limit by Underlying Fund size: there are no upper or lower limits by Underlying Fund size.
- (e) Holding Percentage: the Fund will not invest more than: (i) twenty (20) per cent of Total Committed Capital in a single Underlying Fund (unless it is a vehicle managed by the Management Company or another firm within its group set up solely for the purpose of grouping investments in other Underlying Funds, in which case this limit will not apply, notwithstanding applicability of the legally-prescribed limits); or (ii) five (5) per cent of Total Committed Capital in a single Co-investment. As for its interests in the companies in which it will invest indirectly through the Underlying Funds, although there are no set upper or lower limits on those interests, the Fund is expected to hold minority interests in those companies. However, majority or controlling interests are not prohibited or ruled out.

### **10.6. Maximum and minimum investment time limits and exit routes.**

The policy of the Fund and its Management Company is, other than in exceptional circumstances or when it is in the Fund's best interest in the opinion of the Management Company, to hold investments in Underlying Funds until they mature.

As for the exit strategies and routes for each of the investments made by the Underlying Funds and Co-investments, examples include IPOs, share buyback agreements, mergers, trade sales, MBOs, secondary sales to other private equity firms, etc.

### **10.7. Types of financing the Fund may grant.**

The Fund is not expected to provide any financing to the Underlying Funds or the target firms of its Co-investments other than the injection of equity and grant of profit-participating loans and the use of the financing formulas contemplated in [article 2](#) above.

### **10.8. Fund borrowings.**

In order to facilitate management of the Fund and the process of investing in the Underlying Funds and Co-investments, and to cover the Fund's liquidity needs, the Fund may, at the discretion of the Management Company, apply for and take on financing from third parties, extending any guarantees required to that end, up to a maximum equivalent to one-third of Total Committed Capital, or targeted Total Committed Capital for the duration of the Placement Period, up to the limit of the amount of the investors' Commitments pending drawdown, all of which in keeping with prevailing applicable legislation.

During the Placement Period, that third will be calculated over a targeted Total Committed Capital figure of 1.3 billion euros.

### **10.9. Cash management**

In order to facilitate the Fund's administration and reduce the number of share subscriptions, the Fund may hold a certain amount of cash, which is not expected at any time to exceed fifteen (15) of Total Committed Capital. To that end, the Management Company may request as many subscriptions as are needed to maintain that level of cash. That cash may be invested, at the Management Company's discretion, in bank deposits or money market assets, subject to prevailing applicable legislation.

### **10.10. Role played by the Management Company at the Underlying Funds, including board representation.**

While it is not expected to be the case, the Management Company could sit on the governing bodies, investment committees or similar bodies of the Underlying Funds and Co-investments. Under no



circumstances will the Management Company hold executive or managerial positions at the Underlying Funds.

#### **10.11. Use of derivatives**

The Fund will not invest in derivative instruments. Currency and interest rate hedges will not be considered derivative instruments.

#### **10.12. New funds**

a) Successor Funds:

Beyond the scope of ACP S5, the Management Company undertakes not to sponsor or set up Successor Funds until: (i) eighteen (18) months have elapsed since the Fund's incorporation; and (ii) the Fund has invested or committed to invest at least seventy-five (75) per cent of its Total Committed Capital in Underlying Funds and/or Co-investments.

b) Contemporary Funds:

Notwithstanding the provisions of article 2 above in relation to the existence of the ACP S5 endeavour, the Management Company may, additionally or alternatively, at its discretion, enter into investment syndication agreements and co-invest in Underlying Funds and in Private Equity Target Companies with Contemporary Funds, under the terms and conditions deemed opportune and at any rate in compliance with the LECR. The Management Company will negotiate a total investment commitment with the Underlying Funds and Private Equity Target Companies and distribute that amount between ACP S5 and other Contemporary Funds, applying in that case objective *pro rata* criteria that factor in diversification factors, investment strategy, prior portfolio exposure, etc., specifically in order to adjust the Fund's exposure in respect of each of its investments, with respect to final Total Committed Capital (or targeted Total Committed Capital for the duration of the Placement Period), all of which in accordance with the internal policies of the Management Company formulated to that effect in keeping with its Internal Code of Conduct.

Access to capital commitments or investments in Underlying Funds or Co-investments could give rise to conflicts of interest between the Fund and the Contemporary Funds. In that event, the parties will attempt to resolve the conflict in keeping with the Management Company's Internal Code of Conduct and, as needed, objective guidelines set specifically for their resolution such as preferential rights for the pre-existing private equity firms and/or other investment vehicles and other allocation criteria based on objective considerations and fit with the Fund's investment policy and the impact on the portfolio's previous and/or planned investment and on each fund's diversification.

At any rate, the Management Company undertakes to devote as many human and other resources as are needed to optimally manage the Fund's assets such that the existence of Contemporary Funds does not compromise fulfilment of its fiduciary duties or the diligence and transparency with which it fulfils them.

### **CHAPTER IV. THE SHARES**

#### **Article 11. Key characteristics of the shares.**

##### **11.1. The shares.**

The Fund's capital is divided into fourteen (14) classes of shares, known as Class A, Class A Bis, Class B, Class B Bis, Class C, Class C Bis, Class D, Class D Bis, Class E, Class F, Class G, Class H, Class H Bis and Class X (none has a par value), which confer on their holders, together with the other investors, an ownership claim on the Fund, on the legally and contractually regulated terms. The subscription or purchase of the shares implies acceptance by the investors of the Management Regulations governing the Fund.

The Fund's shares may be divided into fractions, rounded to the nearest four decimal places.

## 11.2. Targeted investors.

- The Class A shares will be targeted at:
  - (i) Institutional investors and other institutions and retail investors that acknowledge having sufficient capacity and sophistication to assume the financial risks associated with an investment in the Fund. The minimum Investment Commitment for Class A shareholders will be fifty million (50,000,000) euros. The minimum Investment Commitment required of Class A shareholders may be reached by aggregating the commitments of financial institutions with those of entities belonging to their same group and/or related entities, so long as the investors so pooling their commitments expressly agree to act at all times as a single decision-making unit with respect to all matters concerning the Fund.
  - (ii) Executives (non-employees), shareholders and directors of the Management Company, its parent company or their related entities, who may subscribe either directly or through their companies.
- The Class A Bis shares are targeted at the same investors as the Class A shares except for the requirement that they make their commitment to invest in the Fund official within the five (5) months following the date of the First Non-Sponsor Closing.
- The Class B shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the financial risks associated with an investment in the Fund whose Investment Commitment is insufficient to allow them to purchase Class A shares but is at least thirty million (30,000,000) euros.
- The Class B Bis shares are targeted at the same investors as the Class B shares except for the requirement that they make their commitment to invest in the Fund official within the five (5) months following the date of the First Non-Sponsor Closing.
- The Class C shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the financial risks associated with an investment in the Fund whose Investment Commitment is insufficient to allow them to purchase Class B shares but is at least fifteen million (15,000,000) euros.
- The Class C Bis shares are targeted at the same investors as the Class C shares except for the requirement that they make their commitment to invest in the Fund official within the five (5) months following the date of the First Non-Sponsor Closing.
- The Class D shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the financial risks associated with an investment in the Fund whose Investment Commitment is insufficient to allow them to purchase Class C shares but is at least two-and-a-half million (2,500,000) euros; nevertheless, the Management Company may agree to accept lower Investment Commitments, albeit never lower than one million (1,000,000) euros. This exception will not apply to retail or institutional investors that: (i) invest in the Fund through a placement agent with which the Fund has a placement agreement and of which the investor is a client; or (ii) invest in the Fund without the intervention of a placement agent but were already an investor in other funds managed by the Management Company, having been initially introduced to the Management Company by an entity with which there is a placement agreement for this Fund.
- The Class D Bis shares are targeted at the same investors as the Class D shares except for the requirement that they make their commitment to invest in the Fund official within the five (5) months following the date of the First Non-Sponsor Closing.
- The Class E shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the financial risks of an investment in the Fund whose Investment Commitment is at least two hundred and fifty thousand (250,000) euros and those who meet this investment commitment threshold and invest in the Fund through a

placement agent with which there is a placement agreement and of which the investor, who must have a net worth of at least one-and-a-half million (1,500,000) euros, is a client under a non-independent advisory agreement.

- The Class F shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the financial risks of an investment in the Fund whose capital Commitment is at least one hundred thousand (100,000) euros and those who meet this investment commitment threshold and invest in the Fund through a placement agent with which there is a placement agreement and of which the investor, who must have a net worth of at least one-and-a-half million (1,500,000) euros, is a client under a non-independent advisory agreement.
- The Class G shares are targeted at retail or institutional investors that acknowledge having sufficient capacity and sophistication to assume the risks of an investment in the Fund and have a net worth of at least one-and-a-half million (1,500,000) euros, whose capital Commitment is at least one hundred thousand (100,000) euros and have an independent advisory agreement with a placement agency with which an agreement for the placement of the Fund's Class G and other classes of shares has been arranged.
- The Class H shares are targeted exclusively at investment funds or vehicles managed by the Management Company, its parent or its investees and funds and investment vehicles with which the Management Company, its parent or its investees have an investment advisory agreement under which it is already receiving a management, advisory or similar fee (but not a performance or success fee), all of which in order to avoid fee duplication. In the event of termination of the agreement under which the Management Company was receiving fees from the funds or vehicles holding this class of shares, the shares would convert to whichever class corresponds to the holders' respective Investment Commitment.
- The Class H Bis shares are targeted exclusively at investment funds or vehicles managed by the Management Company, its parent or its investees and funds and investment vehicles to which the Management Company, its parent or its investees provides investment management, advisory or similar services in exchange for which they are already receiving a management or advisory fee as well as a performance or success fee or other fee equivalent to those to which the Management Company is entitled under the scope of these Regulations, all of which in order to avoid fee duplication. In the event of termination of the agreement under which the Management Company was receiving fees from the funds or vehicles holding this class of shares, the shares would convert to whichever class corresponds to the holders' respective Investment Commitment.
- The Class X shares are targeted exclusively at: (i) employees of the Management Company, its parent or its related companies and persons with which it has an equivalent business relationship, who may subscribe directly or through their asset-holding companies; and (ii) the Management Company itself and its parent.

Note that for the purpose of calculating the minimum Investment Commitment thresholds corresponding to each class of shares, they may be reached by aggregating smaller commitments of pension funds, UCITS or other institutional investors managed or advised by the same manager or by different managers belonging to the same group.

Both natural and legal persons can invest in the Fund.

## **Article 12. Transfer of shares.**

The transfer of the shares, the grant of restricted rights or other forms of encumbrance over the shares and the exercise of the rights intrinsic to their ownership will be unrestricted and regulated by the general provisions governing marketable securities, as well as the provisions of this article.

Notwithstanding the foregoing, the transfer of shares of any class, other than the Class H, H Bis and X shares, to third parties must be first notified to the Management Company. That notification must detail the characteristics of the proposed sale and, in particular, the identity of the proposed buyer. The

Management Company may only oppose the transfer (in which case it has ten (10) working days from receipt of the above notice to make its intentions known) when: (a) there are reasonable doubts about the solvency of the potential buyer of the shares, in the event of outstanding capital calls; (b) the selling investor is in default and cannot sufficiently certify remedy thereof or full assumption of the Defaulting Investor's obligations by the potential buyer; (c) the buyer is an entity that competes with the AltamarCAM Group and its acceptance as an investor could be harmful for the Management Company; and (d) the parties fail to duly fulfil their disclosure requirements under anti-money laundering and counter-terrorist financing or other applicable legislation.

The sale-purchase of shares will imply a reduction in the seller's Investment Commitment in the percentage by which its investment in the Fund has decreased and the assumption by the buyer of a Investment Commitment of an amount equivalent to the percentage acquired. The buyer will automatically replace the seller in respect of the corresponding percentage of the latter's Investment Commitment and must certify its assumption of the rights and obligations intrinsic to the seller's interest at the time the share sale closes by executing the corresponding Investment Commitment with the Management Company.

Any sales that fail to uphold the terms and conditions stipulated in the article will not be valid or have any effect vis-a-vis the Fund or Management Company.

The Management Company and any entity related to it may help bring investors interested in selling their shares in the Fund in contact with persons interested in buying shares. In the event of a sale in which the Management Company or any of its related entities were involved, as outlined above, the AltamarCAM Group company will be entitled to receive the previously agreed-upon remuneration from the buyer and/or seller.

The transfer of Class H, H Bis and X shares will only be permitted among persons and/entities entitled to subscribe for such shares.

### **Article 13. Share representation.**

The shares will be represented by bearer certificates with no par value that may document the holding of one or more shares. Investors will be entitled to issuance of such certificates. Those certificates will state the number of whole and fractions of shares held and their class, the name of the Fund and its tax identification number (CIF), the Management Company and its registered office, the data of official incorporation of the Fund and, as warranted, the data pertaining to its registration with the Companies Register and corresponding administrative registers.

### **Article 14. Value of the shares.**

The value of a share is the result of dividing the Fund's equity by the number of shares outstanding, weighted by the economic rights attached to each share under the terms of these Regulations. The Fund's equity will be determined in accordance with applicable legal provisions for this purpose.

Quarterly and on the occasion of each distribution by the Fund to the investors and of each capital call during the Placement Period, the Management Company will value the shares in keeping with Spain's generally accepted accounting plan (as enacted by Royal Decree 1514/2007 and CNMV Circular 11/2008 on accounting rules, annual financial statements and confidential reporting requirements for private equity firms), and the economic rights attached to each class of shares.

For the purposes of articles 15 and 16 below, once the Fund has embarked on its investment activity and the existing portfolio obtains critical mass, the value of the shares will be calculated on the basis of the quarterly valuations published by the Management Company.

Notwithstanding the foregoing, during the Placement Period, the subscription and redemption value of each share will be equal to its Initial Value, namely one (1) euro.

## **Article 15. Regime governing share subscriptions**

### **15.1 Fund equity and share subscriptions.**

On the date of incorporation of the Fund, each of the investors will enter into a capital commitment (the “**Investment Commitment**”, or jointly, the “**Investment Commitments**”), so obliging them to contribute a certain amount of capital to the Fund.

The natural or legal persons that execute Investment Commitments at time of the Fund’s incorporation will purchase the corresponding shares in accordance with the terms of these Regulations.

With the aim of increasing the Investment Commitments, after the Fund’s incorporation, a Placement Period will begin. The sum of all of the Investment Commitments obtained by the end of the Placement Period will constitute the Fund’s “**Total Committed Capital**”.

### **15.2 Contribution of Investment Commitments**

Over the life of the Fund, the Management Company will call on the investors to contribute their Investment Commitments by subscribing for, once or several times, new shares, to be fully paid in, at the value determined by the Management Company.

Those subscriptions will be made by means of cash contributions in the amounts deemed necessary by the Management Company across each class of shares to cover the Fund’s obligations as a result of investment agreements entered into with Underlying Funds and/or Co-investments and to furnish the Fund with the cash the Management Company deems appropriate, under the scope of the Fund’s investment policy. The investors will have a maximum of ten (10) working days from the date established by the Management Company to make their contributions (Subscription and Payment Date) and pay for their shares. The Management Company will, nevertheless, try and group together, as far as possible, its capital calls.

### **15.3 Placement Period.**

Once the Fund is incorporated, a twelve-month period from the date of the First Non-Sponsor Closing will start (the “**Placement Period**”), in which the Fund can seek additional Investment Commitments from either existing or new investors with the aim of increasing the size of its Total Committed Capital. The Placement Period may be extended, at the decision of the Management Company, duly notified to the CNMV, for one additional twelve-month period. The date on which the Placement Period ends will mark the Final Closing Date.

From the date of the First Non-Sponsor Closing and during the Placement Period, investors assuming Investment Commitments for the first time and investors opting to increase their Investment Commitments (hereinafter, jointly, the “**New Investors**”) will subscribe for shares as required by the Management Company in order to equalise the percentage Investment Commitments already contributed to the Fund by the initial investors (hereinafter, the “**Initial Investors**”). To that end, the New Investors will subscribe for shares issued at a value equal to the Initial Value, but will additionally pay an equalisation premium, to be applied as follows:

New Investors joining the Fund after month eight (8) from the date of the First Non-Sponsor Closing will pay the Fund an equalisation premium equivalent to 12-month EURIBOR (specifically, the 12-month EURIBOR prevailing on the date on which the Fund is registered in the CNMV’s register) plus one hundred and fifty (150) basis points, calculated over the initial value of the shares being subscribed by the New Investors at that time and during the period elapsing from the date of the First Non-Sponsor Closing and, as they case may be, from the dates on which the Management Company made additional capital calls and subscription of the class of shares to which it is entitled at the time of disbursement, until the effective subscription date.

That equalisation premium will not be considered part of those investors’ Investment Commitments.

As a result, after the above-mentioned adjustments have been made, it will be as if, for all intents and purposes the New Investors had made their Investment Commitments at the time of the Fund’s incorporation, so enabling them to participate in the investments made by the Fund before making their Investment Commitments.

As a result of the above adjustments, it is conceivable that the Fund's cash could temporarily exceed the fifteen (15) per cent target set in the Fund's investment policy.

During the Fund's Placement Period, an increase in its Commitments could give rise to surplus liquidity. If that were to happen, the Management Company may, if it deems advisable, opt to return that surplus liquidity to all investors as a function of their respective their shares at the Initial Value of one (1) euro plus a rate of interest of 12-month EURIBOR (the rate prevailing on the repurchase notification date) plus 150 basis points, calculated for each investor from the date or dates on which they attended to their capital calls and the repurchase date. Any amounts returned during the Placement Period (before considering the above-mentioned interest) will be considered uncalled, so obliging the investor to pay them in at a later date. Likewise, any equalisation premium paid will also be returned in respect of any shares repurchased.

#### **15.4 Investor non-performance.**

In the event an investor fails to subscribe and pay for its shares within the stipulated deadline, as set out in articles 15.1, 15.2 and 15.3 above, the balances past due will start to accrue annual interest at 12-month EURIBOR (specifically, the rate prevailing on the date of default by the investor) plus five hundred (500) basis points, calculated over the amount of the Investment Commitment called by the Management Company from the date of the default until the date on which payment is actually made. If an investor fails to remedy its non-performance within a period of fourteen (14) calendar days from when required by the Management Company, the investor will be considered a defaulting investor (hereinafter, "**Defaulting Investor**").

In the event EURIBOR is negative, a rate of zero (0) will be used for to make these calculations.

A Defaulting Investor's voting and economic rights will be suspended, with any corresponding Fund distributions being used to offset their debts.

In addition, after the above-mentioned 14-day period has elapsed, the Management Company may opt to pursue either of the following alternatives (neither of which will rule out the use of the other):

- a) Seeking settlement of the capital calls owed, along with the above-mentioned late-payment interest and any loss or damages caused by its non-performance, in the courts; or
- b) If the Management Company believes that the Defaulting Investor will not be able to remedy its non-performance, it is entitled to embark on the process of selling the shares held by the Defaulting Investor, at the latter's risk and expense, to other investors, who would in that case be granted pre-emptive subscription rights. Such investors would have a maximum of ten (10) working days from the certified notification date to execute the trade. During the above-mentioned ten-working-day period, investors interested in acquiring the shares will have to send the notary designated to this end, the details of the terms and conditions of its purchase offer, which must encompass all of the shares of the Defaulting Investor, undertaking a binding commitment to assume all of the obligations of the Defaulting Investor, specifically including those related with the outstanding capital contributions. The Defaulting Investor must inform the notary as to whether or not it will accept any of the bids obtained during this process. If it does, the Management Company will attempt to bring the transaction to a close as quickly as possible and price obtained will go to the Defaulting Investor, net of any expenses incurred and the corresponding interest, as outlined in paragraph one of this article 15.4; if not, or if it agrees but the sale does not go through within a reasonable period of time, the Management Company may consider this alternative no longer worth pursuing. If no longer worth pursuing, the Management Company will embark on the sale of the shares to other investors or third parties, before a notary public, to which end the original certificate will be replaced by a duplicate. The price obtained on the sale, which the Management Company will try to bring to a close as soon as possible, will go to the Defaulting Investor, net of the corresponding expenses, an amount equivalent to twenty (20) per cent of the sale price, which will remain in the Fund's assets by way of penalty, and the late-payment interest calculated in accordance with the contents of paragraph one of this article 15.4. If the sale does not go through as intended above, the Management Company may initiate new sales initiatives whenever it deems

opportune. If a sale does not close within one year from date of the certified notice referred to in this paragraph, the Defaulting Investor's shares will be cancelled and the amounts already paid in by the Defaulting Investor will inure to the benefit of the Fund, by way of penalty, with the Defaulting Investor losing entitlement to redeem the shares and to any return from the Fund.

If during the duration of the procedures outlined under items a) and b) above, the Defaulting Investor, having first obtained consent from the Management Company, remedies its non-performance or sells its shares to a new investor, the Management Company will cease the above procedures, so long as prior to so doing:

- In the event of a sale, the buyer has assumed the Investment Commitment originally signed by the Defaulting Investor.
- In all instances, the capital calls previously past due and any other amounts owed, specifically including the late-payment interest calculated in accordance with the terms and conditions established in these Regulations, have been settled, along with any expenses the Fund and Management Company may have incurred as a result of the non-performance, particularly as a result of the procedures in question and the steps leading to their discontinuation.

Likewise, the Management Company may take the opportune legal action against the Defaulting Investor in order to compensate itself and the Fund for any damages sustained as a result of its non-performance.

#### **Article 16. Share redemptions.**

In keeping with the general policy governing investor distributions set forth in these Regulations, the Management Company may agree to the partial redemption of shares before dissolution and liquidation of the Fund as a means of making distributions to the investors, so long as it believes the Fund has sufficient liquidity and subject to the following rules:

- (a) Partial early redemption will apply to all investors and be made proportionately to their respective interests in the Fund at the share values corresponding to each class;
- (b) Redemptions will be made in cash;
- (c) Redemptions will be made using the shares' net asset value (calculated in accordance with the contents of CNMV Circular 11/2008) and investors will be furnished with a new receipt certifying their shares in the Fund.

In the event of the redemption of shares on account of the dissolution and liquidation of the Fund, the Management Company may, if the investors agree, make in-kind distributions out of the Fund's assets; if an investor does not agree to that alternative, the Management Company will retain and manage the assets allocated to that investor until they are eventually monetised.

### **CHAPTER V. RETURNS. CALCULATION AND DISTRIBUTIONS**

#### **Article 17. Distribution policy**

##### **17.1 Distributions.**

Notwithstanding the contents of article 10.9 above, the Fund's general policy is to distribute, as soon as possible and so long as the amounts to be distributed are sufficiently significant to make sense, the returns earned on the Underlying Funds and Co-investments, along with the proceeds obtained from the Fund's full or partial exit from the Underlying Funds and Co-investments, to its investors, net of the settlement of any and all Fund expenses and obligations, with the Management Company retaining the amounts it deems necessary to cover the operating expenses and obligations anticipated for the Fund and/or in respect of each class of shares. Distributions received by the Fund may be used to cover outstanding capital calls it has to make to the Underlying Funds or Co-investments and to cover any other obligations assumed by the Fund, including expenses and/or fees.

Notwithstanding the foregoing, in order to facilitate the Fund's administration, if the Management Company expects to receive additional amounts from the Underlying Funds and Co-investments within

a relatively short period of time or when the amounts to be distributed to the investors are not significant in the opinion of the Management Company, it may decide not to make the investor distribution immediately and may even determine different timings for each class of shares. Any such amounts will be accumulated for distribution at the time the Management Company determines most reasonable.

If the Management Company believes that so doing would make the Fund's management more effective, the Fund may use amounts that would otherwise be available for distribution to the investors in order to offset imminent share subscriptions by them, so avoiding the occurrence of a distribution followed quickly by a subscription. Different formulas may be agreed for each class of shares.

Fund distributions to the investors will mainly take the form of the partial redemption of shares and/or distribution of earnings or reimbursement of contributions, at the discretion of the Management Company.

As provided for in this article, the returns received from the Underlying Funds and Co-investments, along with the proceeds from the Fund's full or partial exit from the Underlying Funds and/or Co-investments, net of any Fund expenses and obligations, and with the Fund retaining any amounts the Management Company believes necessary to cover the Fund's future operating expenses and obligations, including outstanding capital contributions in Underlying Funds or Co-investments and retaining sufficient cash for each class of shares, depending on the different expenses associated with each, will be distributed to the investors in the following manner:

- 1 The Management Company will calculate the distributions corresponding to each class of shares;
- 2 The portion of the distributions corresponding to each of the Class A, Class A Bis, Class B, Class B Bis, Class C, Class C Bis, Class D, Class D Bis, Class E, Class F, Class G and Class H holders will be distributed to them in the following order of priority:
  - a) Firstly, one hundred (100) per cent will be distributed to the holders of the corresponding classes until they have received, including any amounts already distributed to them by way of partial redemption or distribution of earnings or reimbursement of contributions, an amount equivalent to the capital paid in by them;
  - b) Secondly, one hundred (100) per cent will be distributed to the holders of the corresponding classes until they have obtained an annual internal rate of return (IRR) of eight (8) per cent (compounded annually and calculated daily on a 365-day basis) on the amount arrived at by deducting from the Investment Commitments subscribed and paid for, any amounts previously distributed to the investors by way of partial redemption or distribution of earnings or reimbursement of contributions (hereinafter, the "**Preferred Return**");
  - c) Thirdly, one hundred (100) per cent will be distributed to the Management Company by way of Success Fee until the latter has received an amount equivalent to twelve-and-a-half (12.5) per cent of the amounts received by the holders of the corresponding classes and by the Management Company under items (b) and (c); and
  - d) Fourthly, eighty-seven-and-a-half (87.5) per cent will be distributed to the holders of the various classes of shares and the remaining twelve-and-a-half (12.5) per cent will be distributed to the Management Company by way of Success Fee.
- 3 The distributions corresponding to the Class H Bis and X shares will be distributed 100% to their respective holders.

## **17.2 Clawback of distributions made to investors**

The Management Company may require the investors to return amounts previously distributed (including any amounts distributed by way of liquidation dividend) if necessary to cover the Fund's obligations and liabilities, so long as the following conditions are met:

- (i) The purpose is to cover Fund obligations and liabilities assumed prior to payment of the distribution whose repayment is being sought;



- (ii) The amount to be repaid by each investor is the lower of: (a) 100% of the amount of distributions received by the investor from the Fund; and (b) thirty-five (35) per cent of the investor's Investment Commitment; and
- (iii) No more than two (2) years have passed since the Fund's final liquidation.

### **17.3 Clawback of distributions made to the Management Company**

If, at the time of the Fund's liquidation: (i) the Management Company has received by way of Success Fee an amount equivalent to more than twelve-and-a-half (12.5) per cent of the Fund's profits; and/or (ii) the holders of the Class A, Class A Bis, Class B, Class B Bis, Class C, Class C Bis, Class D, Class D Bis, Class E, Class F, Class G and Class H shares have not received distributions in an amount equal to or higher than the stipulated annual IRR of eight (8) per cent, the Management Company must repay the surplus amounts to the holders of the various class of shares, up to a maximum of the amounts received, net of any taxes levied on those amounts.

## **CHAPTER VI. AUDITOR APPOINTMENT AND INVESTOR REPORTING**

### **Article 18. Auditor appointment.**

The Fund's financial statements must be audited in the legally prescribed manner. The Management Company must appoint the financial statement auditor within six months from incorporation of the Fund and, at any rate, before 31 December of the first financial year that must be audited. The auditor must be one of the persons or entities referred to in article 6 of Spain's Audit Act and be notified to the CNMV, which must likewise be notified of any change in auditor appointment.

### **Article 19. Investor reporting.**

In addition to its broad reporting obligations under the LECR and other applicable legislation, the Management Company will furnish each investor, at its registered address, a duly updated copy of these Regulations.

In addition to the above-mentioned information requirements, the Management Company must:

- (a) Provide the investors, on the terms stipulated in the LECR and within the first six (6) months of every year, an annual report comprising the annual financial statements, management report, auditor's report, an account of any material changes in the information provided to the investors arising during the year covered by the report and the remuneration disclosures required under the LECR;
- (b) After the end of the Placement Period, provide the investors, quarterly and normally within the three (3) months following the end of each quarter, an unaudited investment portfolio valuation report and unaudited financial statements for the Fund for the immediately preceding quarter; and
- (c) Report to the investors, quarterly, on any investors and/or exits made by the Fund during that period, along with a sufficiently detailed description of the characteristics of the Underlying Funds and Co-investments (the latter may be aggregated for these purposes), along with any other information that may be of interest to them, including relevant information about the Underlying Funds' portfolios, subject to the limits established in the confidentiality agreement in force with those Underlying Funds.

## **CHAPTER VII. MERGER, DISSOLUTION AND LIQUIDATION OF THE FUND**

### **Article 20. Merger, dissolution and liquidation of the Fund.**

Any merger involving the Fund will be regulated by the terms of the LECR and other applicable regulations.

The Fund will be dissolved, triggering the corresponding liquidation period, at the end of the term indicated in these Regulations, upon the departure of the Management Company without a replacement or for any other reason contemplated in applicable legislation or these Regulations. The dissolution resolution must be notified immediately to the CNMV, which will then publish it, and also notified

immediately to the investors. Dissolution of the Fund will mark the start of the liquidation process, thereby suspending investors' redemption and subscription rights. The Management Company will liquidate the Fund, which will continue to receive the management fee as liquidation fees until the end of the liquidation. The CNMV could make effectiveness of the dissolution conditional, or subject its implementation, to certain requirements designed to minimise any potential losses for the investees. The Management Company will then, acting with the utmost diligence and moving as swiftly as possible, proceed - considering the illiquidity of the assets and its limited ability to dispose of the underlying portfolio - to dispose of the Fund's assets, settle its debts and collect its claims. It is not excluded that in the process of sale and final liquidation of the Fund's assets, an entity of the Management Company's group -or funds or vehicles managed or advised- may participate, always in the best interest of the investors and in strict compliance with the policies of control and management of related party transactions and conflicts of interest. Once those transactions have been completed, it will draw up the corresponding financial statements and determine the amount of the liquidation divided due to each investor. Those statements must be verified in the manner laid down in law and the balance sheet and statement of profit or loss must be provided to all investors and sent to the CNMV. During the liquidation period, the Management Company can make payments to the investors on account of the final liquidation dividend due to them. The Management Company can reclaim any such amounts in the event that during the course of the liquidation process unforeseen liabilities or contingencies arise for the Fund that need to be settled.

Following a period of one (1) month from notification to the CNMV without any claims arising, the Fund's net asset will be distributed to the investors. Any liquidation dividends not claimed within three (3) months will be placed on deposit at the Bank of Spain or the Spanish Treasury Department's Depositary at the disposal of their legitimate owners. Any claims will be settled by the competent courts or tribunals. Once the net assets have been fully distributed and any debts that could not be extinguished have been statute-barred and any debts not yet due insured, the Management Company will apply to have the corresponding entries in the Companies Register and the CNMV's Administrative Register cancelled.

## **CHAPTER VIII. GENERAL PROVISIONS**

### **Article 21. Amendment of the Management Regulations**

Notwithstanding the powers vested in the CNMV and in the investors under the LECR, these Regulations can only be modified at the agreement of the Management Company with the approval of investors with a two-thirds majority interest in Total Committed Capital. To do so, the Management Company can seek approval from the investors in writing without the need to call a General Meeting, so long as it gives them at least five (5) working days to express their position on the proposal to change the Regulations that it put before them. Failure by an investor to respond will be understood as non-opposition and therefore a vote in favour of the changes.

Nevertheless, no changes can be made to these Regulations that (i) imply an obligation for any investor to make contributions to the Fund in excess of its Investment Commitment; or (ii) increase the liabilities and obligations, or reduce the rights and safeguards, of any investor or group of investors differently to those of other investors, without at least securing the approval of all of the affected investors. Carved out are all modifications deemed imperative to update the Regulations for prevailing legislation or reflect the change of the Management Company's registered name or address and any other changes that merely imply the adaptation of the contents of the Regulations for the prevailing reality, which will be agreed by the Management Company without the need for investor intervention.

Any changes to the Regulations, once the corresponding administrative steps prescribed in the LECR and other prevailing regulations have been completed, must be notified by the Management Company to the investors within a deadline of forty-five (45) days from registration with the CNMV.

Neither changes to the Management Regulations, nor extension of the Fund's term (as contemplated in article 3 of the Regulations), nor a potential delay in notifying the investors will give the investors any right of separation whatsoever, except under the circumstances in which a right of separation is mandatory under prevailing applicable legislation.

## **Article 22. Most favoured nation clause**

The Management Company is entitled to reach agreements, individually, with certain investors, albeit obliged to notify the rest of the investors to whom such agreements are applicable of the contents of such agreements.

Substantially identical agreements to those referred to the paragraph above will also be entered into with those investors so requesting within a period of fifteen (15) working days from notification of the existence of such individual agreements. For the purposes of this article investors in feeder vehicles (constituted for the sole purpose of pooling investors to invest in the Fund) managed or promoted by the Management Company, will be considered as direct investors in the Fund so that the extension right herein shall be applicable to them, *mutatis mutandis*.

For the avoidance of doubt, the following are not included in this agreement extension commitment and cannot therefore be extended *per se* to other Fund investors:

- (i) Those related to an offer to participate in the Fund's Supervisory Committee or other equivalent representation body;
- (ii) Those related to the rules governing the transfer of shares that originate from the special condition or rules applicable to an investor that are not applicable to other investors;
- (iii) Those that are the result of necessary compliance with legal or regulatory requirements applicable to a given investor and not applicable to other investors; and
- (iv) Those that single out investors exclusively on account of the size of their capital commitment, which will only be extendible to other investors with similar or higher capital commitments.

## **Article 23. Competent jurisdiction.**

Expressly renouncing any other jurisdiction to this end, any matter of litigation that could arise from implementation or interpretation of these Regulations, or directly or indirectly related to them, between the Management Company and any investor or among the investors themselves will be settled by arbitration, under the scope of Spanish Law 60/2003, on arbitration, or any laws that succeed it from time to time, before the civil and commercial arbitration court of Spain (CIMA its acronym in Spanish) to which the handling of the arbitration proceedings and appointment of arbiters will be mandated and whose arbitration ruling the parties undertake to uphold.

## **Article 24. Risk factors.**

- 1. Investment risk:** The value of the Fund's investments in Underlying Funds, as defined in the Fund's Management Regulations, and the investments made by those Underlying Funds could increase or decrease over the life of the Fund. There can be no assurance that the Fund will achieve its targeted returns or be able to return investors' upfront investments. The investments in unlisted companies made by the Underlying Funds tend to be intrinsically riskier than investments in listed companies as unlisted companies are usually smaller in size and more vulnerable to changes in the economic environment, market conditions and technological developments and more dependent on the capabilities and level of commitment of their management teams. The Fund's success will depend on the ability of the Management Company to identify, select and make commitments to invest in Underlying Funds that invest successfully. However, there can be no assurance that the investments made by the Fund in the Underlying Funds or the investments made by the Underlying Funds will prove appropriate or meet with success. The past performance of similar investments is not a reliable indicator of the Fund's future investment performance.

- 2. Liquidity risk:** Investors need to have the financial wherewithal and willingness to assume and accept the risks and lack of liquidity associated with an investment in the Fund.

As the investments made by the Fund are not part of a liquid market, the liquidation of such assets may not take place at the time and on the terms desired by the Management Company.

3. **Leverage risk:** The Fund will invest in Investees which, in turn, finance their investments with debt and via standard leveraged transactions which by their nature are subject to high levels of financial risk.
4. **Currency risk:** Some of the commitments to invest in Investees and some of the investments made by the latter may be made in currencies other than the euro, thus exposing their value to fluctuations as a result of exchange rate movements.
5. **Management risk:** The Fund's investors do not have any decision-making power with respect to the Fund's investments in Investees or the investments made in turn by the latter and will not receive information other than that provided by the management companies of the Underlying Funds the Fund intends to invest in or with respect to the investments those Underlying Funds plan to make. The success of the Fund will depend substantially on the background and experience of the professionals involved with the Management Company in identifying, selecting and concluding investment agreements with Investees that invest wisely and successfully and of the professionals that manage the Underlying Funds in identifying, selecting and executing their investments wisely and successfully. There can be no assurance that any of those professionals will continue to provide their services at their respective entities throughout the life of the Fund. In addition, conflicts of interest may arise in the course of performance of their duties by the Management Company, the Underlying Funds and their managers.
6. **Investment opportunity-related risks:** It is possible that the Fund will not manage to commit capital to Investees during the Investment Period or that the capital commitments secured will fall short of the Fund's Total Committed Capital. The Fund will compete with other investment vehicles in seeking to invest in the Underlying Funds and the Underlying Funds will compete in turn with other private equity firms and other investors in finding adequate investment opportunities. The competition to find investment opportunities could intensify, which could reduce the number of investment opportunities available and/or have an adverse effect on the investment opportunities that may be pursued by the Fund or the investments that may be made by the Underlying Funds.
7. **Regulatory, legal and tax risks:** During the life of the Fund changes of a legal, tax or regulatory nature, such as changes in regulations or their interpretation by the competent authorities or the supervisors of the Fund or its investors or of the Underlying Funds could have an adverse effect on its investments or their returns, on the Fund's or its investors' ability to continue to hold them or on their economic, financial or legal regime. Moreover, there can be no assurance that all of the Fund's investments will obtain the most efficient tax treatment from the perspective of the Fund or its investors.

In addition, given the emerging nature and potential changes in applicable ESG and sustainability regulations and guidelines, the Management Company may need to revise statements made in connection with the Fund in response to evolving legal, regulatory or internal guidelines, or changes in the industry's approach to ESG ratings and descriptions.

8. **Risk of investor non-performance:** In the event that a Fund investor does not uphold its obligation to pay in the amounts of capital called by the Fund, that investor could be exposed to the consequences of non-performance established in the Fund's Regulations, which include late-payment interest, compensation for damages, the sale of its shares at a loss or the cancellation of its shares.
9. **Country risk:** The Fund plans to invest and co-invest in Investees that in turn invest in companies that are domiciled or do business in more developed economies (such as Western Europe, the US or Japan) as well as countries considered developing or emerging economies (such as Eastern Europe and the rest of Asia). Unforeseen events of a social, political or economic nature in a given country could affect the value of the Fund's investments in the Underlying Funds, making them more volatile or causing them to incur losses.

- 10. Valuation risk:** The Fund's valuation will depend on the valuations reported by the managers of the Underlying Funds and the valuation methodologies used by the managers of those Investees. In addition, the dates of those valuations could be different from the valuation cut-offs used in the reports the Fund's Management Company provides its investors. The value of the Fund's investments has to be deducted for all expenses and fees that must be borne by the Fund. The Fund's expenses and fees will therefore affect its valuation. Note that the impact of those expenses and fees tends to be higher in relative terms during the first years of the Fund's life and could even cause the value of the Fund's shares to dip below their initial value. Finally, in the process of liquidating the Fund, the Management Company may be required to sell the investments at a discount to the valuation of the investments, which would affect the net asset value of the Fund's shares.
- 11. Sustainability risk:** Sustainability risk is any environmental, social or governance event or condition that could have a material negative impact on the value of an investment if it were to materialise. Among other factors, sustainability risk depends on the business sector or geographic location of the investments. Investments that present higher sustainability risks could lose value and therefore have an adverse effect on the net asset value of the Fund's shares.
- 12. Risk of conflicts of interest:** This risk factor refers to the possible existence of situations in which the interests of the Fund's Management Company, the Investee Companies and the employees or persons related to them come into conflict with the interests of the investors in the course of the placement and/or management of the Fund.

Any potential conflicts of interest would be managed in keeping with the provisions of prevailing legislation and, specifically the contents of the Management Company's Internal Code of Conduct. Regardless, the Fund will structure and organise itself such that the risk of conflicts of interest between the Fund and any person who contributes to the Fund's activities or any person directly or indirectly related with the Fund can be anticipated and minimised without undermining the interests of its investors.

- 13. Limited information on investments:** During the due diligence of the Investee Companies, as well as during the period in which they form part of the Fund's portfolio, there may be situations in which the Management Company does not have full access to the detail of the portfolio or knowledge of all information on all circumstances that may adversely affect the portfolio. This lack of information may, in certain cases, affect the decisions taken by the Management Company.
- 14. Liquidation risk:** The illiquid nature of the Fund's investments may result in the Fund's term being extended beyond what is provided for in its legal documentation, due to the difficulty in proceeding with the liquidation of the assets and in order to do so under the most optimal conditions. In this case, the investors in the Fund will continue to bear the fees provided for in its legal documentation.

It may also be necessary to sell certain portfolio investments at an unfavourable time in order to liquidate the Fund. This may have an impact on the net asset value of the Fund's shares, which may be different if the investments in the Fund's portfolio had continued.

This list of risk factors is not exhaustive and does not aim to provide a comprehensive explanation of all of the potential risks of an investment in the Fund. Investors should duly inform themselves prior to making an investment in the Fund.

## ANNEX

### SFDR SCHEDULE

**Template pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph of Regulation (EU) 2020/852**

**Product name:** ACP SECONDARIES 5, FCR

**Legal entity identifier:**  
959800WHUJQKGL4MA012

**Sustainable investment** means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not include a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

## Environmental and/or social characteristics

### Does this financial product have a sustainable investment objective?

☒ ☒ ☐ **Yes**

☐ It will make a minimum of **sustainable investments with an environmental objective:** \_\_\_\_ %

☐ in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ It will make a minimum of **sustainable investments with a social objective:**  
\_\_\_\_ %

☒ ☐ ☒ **No**

☐ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of \_\_\_\_ % of sustainable investments

☐ with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy

☐ with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

☐ with a social objective

☒ It promotes E/S characteristics, but **will not make any sustainable investments**



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

## What environmental and/or social characteristics are promoted by this financial product?

Defined terms used and not otherwise defined shall have the meaning ascribed to them in the Fund's supplement and/or the Fund's Private Placement Memorandum and its Articles of incorporation. The Fund aims to achieve economic performance while promoting environmental, social, and corporate governance factors.

Through the Fund's investments in Underlying Funds or Co-investments, the Fund promotes the following social and environmental characteristics:

1. encouraging contribution to the following Sustainable Investment Goals endorsed by the United Nations (the "**SDGs**"):
  - a. gender equality (SDG 5);
  - b. decent work and economic growth (SDG 8);
  - c. climate action (SDG 13); and
  - d. partnerships for the Goals (SDG 17);
2. improving the commitment of Underlying Funds or Co-investments and their underlying investments, as applicable, to sustainability factors through rigorous due diligence, monitoring, and engagement processes (as set out in further detail in the description of the Fund's investment strategy below);
3. encouraging participation by the managers of such underlying funds or co-investments (the "**GPs**") in the United Nations Principles for Responsible Investment (the "**PRI**") or other applicable environmental, social and governance related standards, industry associations, guidelines, reporting frameworks or initiatives.

No reference benchmark has been designated for the purpose of attaining the environmental and social characteristics promoted by the Fund.

- ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

In order to measure attainment of the environmental and social characteristics listed above, the Fund will monitor the indicators set out below:

1. In respect of the Fund's promotion of encouraging contributions to the SDG's mentioned above, the Fund will measure the following indicators:
  - a. gender equality (SDG 5): the [number / percentage] of Underlying Funds or Co-investments with a diversity policy in place;
  - b. decent work and economic growth (SDG 8):
    - i. the [percentage] of assets under management (AUMs) in small and medium-sized enterprises (SMEs); and



	<ul style="list-style-type: none"> <li>ii. the percentage increase in the Fund's Net Asset Value (NAV) over time; and</li> </ul> <p>c. climate action (SDG 13):</p> <ul style="list-style-type: none"> <li>i. the [number / percentage] of Underlying Funds or Co-investments that incorporate climate change information into the management process of their underlying investments;</li> <li>ii. the [number / percentage] of Underlying Funds or Co-investments that have climate change objectives in their underlying investments;</li> <li>iii. the [number / percentage] of Underlying Funds or Co-investments that use transition/physical scenario analysis to assess climate risk in their underlying investments;</li> <li>iv. the [number / percentage] of Underlying Funds or Co-investments that are members of global climate initiatives; and</li> </ul> <p>d. partnerships for the Goals (SDG 17):</p> <ul style="list-style-type: none"> <li>i. the [number / percentage] of Underlying Funds or Co-investments developing ESG due diligence in their underlying investments, as applicable;</li> <li>ii. the [number / percentage] of Underlying Funds or Co-investments developing ESG action plans in their underlying investments, as applicable;</li> <li>iii. the [number / percentage] of Underlying Funds or Co-investments that have clear sustainability and/or ESG objectives in their underlying investments, as applicable;</li> </ul> <p>2. In respect of the Fund's promotion of an improvement in commitments of Underlying Funds or Co-investments and their underlying investments to sustainability factors, the Fund will measure:</p> <ul style="list-style-type: none"> <li>a. the [number / percentage] of Underlying Funds or Co-investments classified as "Good" or "Outstanding" based on the proprietary ESG scoring model applied by the Fund (discussed further under the description of the Fund's investment strategy below);</li> <li>b. the [number / percentage] of Underlying Funds or Co-investments that provide environmental, social and governance training to some or all their employees; and</li> <li>c. the [number / percentage] of Underlying Funds or Co-investments that have been involved in any significant sustainability or environmental, social or governance related regulatory issue, controversy, misconduct, penalties, incidents, or accidents.</li> </ul> <p>3. In respect of the GP's promotion of the participation in the United Nations Principles for Responsible Investment (the "<b>PRI</b>") or other applicable environmental, social and</p>
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	<p>governance related standards, industry associations, guidelines, reporting frameworks or initiatives, the Fund will measure the number of GPs that are (a) signatories of the PRI or (b) members of any other applicable environmental, social and governance related standards, industry associations, guidelines, reporting frameworks or initiatives.</p> <p>As the Fund predominantly makes fund-of fund investments, the Fund is reliant on the GPs to provide the data relevant to the above indicators. In the event that a manager of an Underlying Fund does not provide the requested data, or only provides a partial response, the AIFM will seek to engage with the manager of such Underlying Fund to encourage future engagement.</p>
	<ul style="list-style-type: none"> <li><b><i>What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?</i></b></li> </ul>
	Not applicable to this Fund.
	<ul style="list-style-type: none"> <li><b><i>How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?</i></b></li> </ul>
	Not applicable to this Fund.
	<i>How have the indicators for adverse impacts on sustainability factors been taken into account?</i>
	Not applicable to this Fund.
	<i>How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?</i>
	Not applicable to this Fund.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

*The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*

*The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.*

*Any other sustainable investments must also not significantly harm any environmental or social objectives.*



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

☐ Yes

☒ No



The AIFM does not consider the adverse impacts of investment decisions on sustainability factors in respect of the Fund, as the AIFM does not have direct access to the data of the underlying investments, as applicable, and are dependent on the managers of Underlying Funds or Co-investments to provide data regarding the impact of the Underlying Funds or Co-investments or underlying investments, as applicable. However, the AIFM seeks to contractually agree disclosure obligations with the GPs, requiring relevant data to be periodically made available as soon as the manager of the Underlying Fund is in possession of it.

**What investment strategy does this financial product follow?**

The principal investment objective of the Fund is investing its assets in shares of the Master Fund. The Master Fund is a pool of assets managed by the AIFM, having as its principal purpose investing in private equity entities or funds, which may be either Spanish entities or funds subject to the LECR or similar foreign entities or funds, mainly through Secondary Transactions. The Master Fund will invest in Underlying Funds and Co-investments with no restrictions as to the sectors other than the restrictions established by law.

The AIFM implements the integration of sustainability considerations in all stages of the Fund's investment process as follows:

#### **Investment Selection**

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

The AIFM will apply an exclusion policy in respect of potential Underlying Funds or Co-investments. Excluded investments include those that would be in breach of legal, regulatory and/or anti-money laundering requirements and, in respect of the Fund's promotion of the environmental characteristics set out above, investments in companies whose main activity involves production or trade in coal, or which have a severe impact on the environment.

#### *Primary Investments*

In respect of a potential Underlying Funds that is a Primary Investment, the Fund will seek to obtain confirmation in the Fund's side letter that the Underlying Funds will not make investments in companies whose activities breach the exclusion policy. To the extent that such side letter confirmations cannot be obtained, the potential Underlying Fund will be escalated to the Investment Committee for further evaluation and assessment.

#### *Co-Investments and Secondary Investments*

The Fund will generally not make an investment in a Co-Investment or Secondary Investment that would result in exposure by the Fund to investments that would be in breach of the exclusion policy. However, in respect of Secondary Investments, the AIFM may attempt to structure the transaction in such a way that the relevant underlying investments, as applicable, are excluded.

#### **Investment Due Diligence and Analysis**

The assessment and analysis of a target investment's sustainability commitment and performance is a key factor in the due diligence process.

#### *Primary Investments and Secondary Investments*

In addition to the review and analysis of a target investments sustainability policies, each Underlying Fund that is a Primary Investment will be required to respond to an ESG due diligence questionnaire ("ESG DDQ") which is designed to assess a target Underlying Fund manager's commitment to the integration of sustainability factors in the investment process. Based on the AIFM's assessment of a target Underlying Fund manager's sustainability policies and practices and responses to the ESG DDQ, which takes into consideration the criteria published by the PRI, together with the results of any additional due diligence activities, each target Underlying Fund is assigned a sustainability score, based on a proprietary ESG scoring model, and a corresponding sustainability classification.

#### *Co-Investments*

Each target investment that is a Co-Investment will be required to complete an ESG DDQ that is tailored to the target investment's sector and asset type. Based on the AIFM's assessment of the responses to the ESG DDQ and the results of any additional due diligence activities each such target investment

is assigned a sustainability score and a corresponding sustainability classification based on its ESG performance.

### **Acquisition**

Based on the AIFM's due diligence assessment and sustainability score and classification, an investment will be requested to incorporate relevant sustainability-related factors in the acquisition documents, confirming the sustainability commitments required to be made by the investment.

### **Monitoring**

The sustainability progress of each investment is monitored throughout the holding period.

#### *Primary Investments and Secondary Investments*

The AIFM seeks to improve the commitment of the GPs to the integration of sustainability factors in their investment process through regular reporting regarding environmental, social and governance matters and the managers' applicable sustainability policies. Depending on the sustainability classification assigned during the due diligence phase to an Underlying Fund that is a Primary Investment or Secondary Investment, each such Underlying Funds' manager will be requested to update the ESG DDQ on either an annual or biennial basis.

In addition, the AIFM will undertake a comprehensive analysis of the underlying investments of Underlying Funds or Co-investments, as applicable, on at least an annual basis, to assess sustainability and ESG-related performance and risks.

As the Fund predominantly makes fund-of fund investments, the Fund is reliant on the GPs to provide the data relevant to the above indicators. In the event that a GP does not provide the requested data, or only provides a partial response, the AIFM will engage with the manager of such Underlying Fund to encourage future engagement.

#### *Co-Investments*

The sustainability and ESG-related performance of Co-investments will be monitored on an ongoing basis through periodic data collection exercises and direct dialogue with such Co-investments.

### **Engagement**

#### *Primary Investments and Secondary Investments*

The AIFM will (a) follow-up directly with managers of an Underlying Fund that is a Primary Investment or Secondary Investment following the occurrence of an ESG incident and (b) will organize meetings or calls with managers of Underlying Funds or Co-investments which are considered to be

	<p>underperforming in their commitment to sustainability factors, based on the responses to the ESG DDQ. The purpose of these meetings is to raise awareness of the importance that sustainability has for the Fund and to promote the implementation of corrective measures to improve the relevant manager's social and environmental performance in accordance with the Fund's expectations and to foster best market practices.</p> <p><i>Co-Investments</i></p> <p>To the extent that the due diligence exercise identified areas for improvement in ESG terms of an investment that is a Co-Investment, the AIFM will agree an appropriate action plan with the relevant investment in order to mitigate such deficiencies and take steps to improve the relevant investment's sustainability score in line with the Fund's expectations.</p> <p>Further, the AIFM will seek to actively promote the integration of ESG policies and good practices through direct engagement with Co-Investments. The engagement process with the lead fund manager will start after acquisition of the relevant investment.</p>
	<ul style="list-style-type: none"> <li>• <b><i>What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?</i></b></li> </ul>
	<p>The binding elements of the Fund's Investment strategy used to select investments to attain the environmental and social characteristics promoted by the Fund is the application of an exclusion policy in respect of potential Underlying Funds or Co-investments (as detailed in below). Excluded investments include those that would be in breach of legal, regulatory and/or anti-money laundering requirements and, in respect of the Fund's promotion of the environmental, social or governance characteristics set out above, investments in companies whose main activity involves the production or trade in coal, as well as companies with a severe environmental impact among others:</p> <ol style="list-style-type: none"> <li>1. <i>Primary Investments:</i> In respect of a potential Underlying Fund that is a Primary Investment, the Fund will seek to obtain confirmation in the Fund's side letter that the target Underlying Fund will not make investments in companies whose activities breach the exclusion policy. To the extent that such side letter confirmations cannot be obtained, the potential Underlying Fund will be escalated to the Investment Committee for evaluation and assessment as to the potential sustainability risks.</li> <li>2. <i>Co-Investments and Secondary Investments:</i> The Fund will generally not make an investment in a potential investment that is a Co-Investment or Secondary Investment that would result in exposure by the Fund to investments that would be in breach of the exclusion policy. However, in respect of Secondary Investments, the AIFM may attempt to structure the transaction in such a way that the relevant underlying investments, as applicable, are excluded.</li> </ol> <p><b>Exclusion Policy</b></p>

	<p>The exclusion policy covers investments in companies whose main activity involves:</p> <ol style="list-style-type: none"> <li>1. Severe environmental damage, as defined in the Article 2 of Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage.</li> <li>2. Production of or trade in coal.</li> <li>3. Non-sustainable oil and gas extraction methods (such as fracking, tar sands tailing and arctic drilling) and/or oil and gas companies (including exploration, production, refining) without a net zero emissions commitment by 2050.</li> <li>4. Tobacco production.</li> <li>5. The manufacture, sale or distribution of pornography products or prostitution, including but not limited to the research, development or technical applications relating to electronic data programs or solutions, which aim specifically at such activities.</li> <li>6. The research, development or technical applications relating to human cloning for reproductive purposes. AltamarCAM accepts funding of research, development or technical applications related to (i) human cloning for research or therapeutic purposes or (ii) genetically modified organisms (GMOs) as long as the Manager ensures adequate control of the legal, regulatory and ethical issues in this context in compliance with the laws and regulations of the relevant country.</li> <li>7. Products, goods or services from countries that are subject to any economic or financial sanctions or trade embargoes administered or enforced by the United Nations Security Council, available at <a href="https://www.un.org/securitycouncil/sanctions/information">https://www.un.org/securitycouncil/sanctions/information</a>.</li> </ol> <p>Additionally, the following activities in which AltamarCAM follows a zero-tolerance principle, not wishing to participate in any possible allocations in portfolio companies, are included:</p> <ol style="list-style-type: none"> <li>8. The production, trade and/or distribution of products or activities that are deemed to be illegal under the host country's laws or regulations or international conventions and agreements, or subject to international bans (including gross corruption, money laundering and bribery practices among others).</li> <li>9. Any material breach of UN conventions and declarations on human rights, including child labour, human trafficking, and labour laws.</li> <li>10. The manufacture, trade or maintenance of anti-personnel landmines, cluster weapons, or biological and chemical weapons, or in the development, production, trade, or storage of nuclear weapons and/or depleted uranium ammunition.</li> </ol>
	<ul style="list-style-type: none"> <li>• <b><i>What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?</i></b></li> </ul>
	Not applicable to this Fund.
	<ul style="list-style-type: none"> <li>• <b><i>What is the policy to assess good governance practices of the investee companies?</i></b></li> </ul>

Good governance practices are assessed through specific governance questions as part of the due diligence process (addressing aspects such as regulatory compliance, ethics, board of directors' composition, tax compliance, etc.) and are incorporated into the AIFM's assessment model. As the Fund is a fund-of-funds, the AIFM analyzes the ability of the target investment managers to implement good governance practices in the underlying portfolio companies, as applicable, and actively engages with the target investment managers to encourage their commitment to good governance at the level of the Underlying Funds or Co-investments, as applicable. The AIFM's power to influence target investment managers' decisions is limited and the AIFM does not have access to the underlying portfolio companies, as applicable. However, the AIFM seeks to obtain side letter provisions regarding good governance practices which are not expressly contemplated in a target investment's governing document.

If, during the due diligence process, good governance risks are identified with respect to a potential investment, a recommendation would be made to the Investment Committee to reject such investment opportunity.

In addition, the AIFM takes into account industry standards for good governance issued by the Institutional Limited Partners Association (ILPA).



### **What is the asset allocation planned for this financial product?**

The Fund will aim to make the following asset allocations:

1. Type of investment:

The Fund will invest predominantly in Underlying Funds primarily focused on investing in alternative assets in general, mainly global private equity (buyouts, growth, and venture capital), and in other private assets such as infrastructure or distressed debt, among others.

The Fund will generally invest in Underlying Funds through Secondary Transactions as well as in Co-Investments, in this case with a limit, in aggregate, of 20% of the amounts invested or committed by the Fund (including, where applicable, the over-commitment provided for in article 2 of the Regulations).

It is expressly provided that the Fund may make investments through Underlying Funds managed or advised by the Management Company, thus grouping investments with common characteristics or for a particular sub-strategy, subject to the applicable diversification principles and limits. The Fund may transfer direct portfolio investments to such Underlying Funds when in the opinion of the AIFM it is in the best interest of the Fund to do so and in accordance with all applicable internal processes relating to related



party transactions and conflicts of interest. The Fund will generally invest in Underlying Funds through Secondary Transactions as well as Co-Investments, in this case with a limit, in aggregate, of 20% of the amounts invested or committed by the Fund.

## 2. Geographic Focus:

The Fund will have a global geographic focus. The Fund will therefore invest in Underlying Funds that take holdings primarily in Western Europe, the US, and emerging markets, and in Co-Investments that are located in such areas and markets.

The above reflects the expected target allocations; however, it is not a binding distribution, and the actual allocations of the Fund may be higher or lower, depending, inter alia, on allocation decisions taken by the Managers, which are not under the control of the Fund.

In accordance with the binding elements of the Fund's investment strategy, a minimum of 80% of the assets of the Fund will be invested in Underlying Funds or Co-investments used to attain the environmental and social characteristics promoted by this Fund.

The remaining proportion of invested assets may not be aligned with the environmental or social characteristics promoted. In addition, the Fund will invest in cash equivalents, short-term liquid instruments and other tradeable securities or debt instruments (including syndicated bank loans) for liquidity management purposes. Minimum environmental and/or social safeguards are not expected to apply to such liquidity management assets.

**Asset allocation** describes the share of investments in specific assets.



**Taxonomy-aligned activities** are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies

- **capital expenditure (CapEx)** showing the green investments made by investee companies, e.g. for a transition to a green economy.

- **operational expenditure (OpEx)** reflecting green


**#1 Aligned with E/S characteristics** includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

**#2 Other** includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

The category **#1 Aligned with E/S characteristics** covers:

-The sub-category **#1A Sustainable** covers sustainable investments with environmental or social objectives.

-The sub-category **#1B Other E/S characteristics** covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.

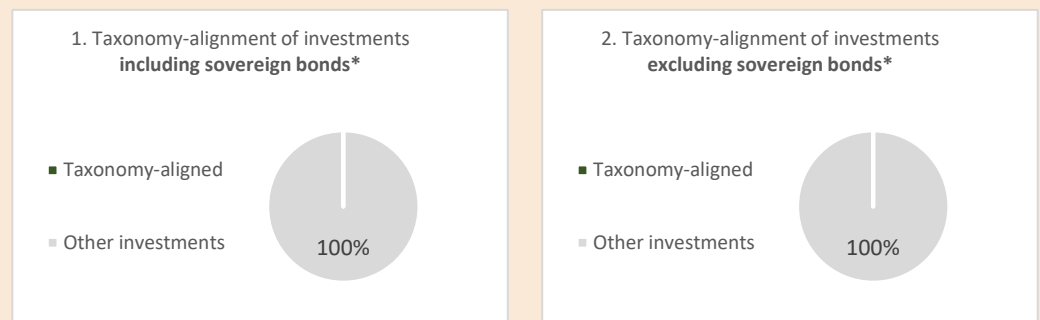
	<ul style="list-style-type: none"> <li><i><b>How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?</b></i></li> </ul>
	Not applicable to this Fund.
	<b>To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?</b>
	The Fund does not currently commit to investing in "sustainable investments". It is expected that 0% of the Fund's investments will be aligned with the EU Taxonomy.
	<ul style="list-style-type: none"> <li><i><b>Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>a</sup>?</b></i></li> </ul> <p><input type="checkbox"/> <i>Yes:</i></p> <p><input type="checkbox"/> In fossil gas <input type="checkbox"/> In nuclear energy</p> <p><input checked="" type="checkbox"/> <i>No</i></p>

<sup>a</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective - see explanatory note in the left-hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective.

**Transitional activities** are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

**The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds\*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.**







**\* For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures**

 are environmentally sustainable investments **that do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.

	<ul style="list-style-type: none"> <li><b>What is the minimum share of investments in transitional and enabling activities?</b></li> </ul>
	Not applicable to this Fund.
	<b>What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?</b>
	Currently, the Fund is not committed to investing in "sustainable investments". 0% of the Fund's investments are expected to comply with the EU Taxonomy.
	<b>What is the minimum share of socially sustainable investments?</b>

Reference benchmarks are indexes to measure whether the financial product attains the sustainable investment objective.

	The Fund is not expected to make sustainable investments. The Fund is expected to be 0% aligned with the EU Taxonomy.
	<b>What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?</b>
	Investments that are included under #2 Other (up to 20%), include assets that may not be aligned with the promotion of social and environmental characteristics, as well as cash equivalents, short-term liquid instruments and other tradeable securities or debt instruments (including syndicated bank loans) for liquidity management purposes. Minimum environmental or social safeguards will not apply in respect of any such liquidity management investments.
	<b>Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?</b>
	A specific index has not been designated as a benchmark to determine whether the Fund is aligned with the environmental and/or social characteristics that it promotes.
	<ul style="list-style-type: none"> <li>How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?</li> </ul>
	Not applicable to this Fund.
	<ul style="list-style-type: none"> <li>How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?</li> </ul>
	Not applicable to this Fund.
	<ul style="list-style-type: none"> <li>How does the designated index differ from a relevant broad market index?</li> </ul>
	Not applicable to this Fund.
	<ul style="list-style-type: none"> <li>Where can the methodology used for the calculation of the designated index be found?</li> </ul>
	Not applicable to this Fund.
	<b>Where can I find more product specific information online?</b> <b>More product-specific information can be found on the website:</b>
	<a href="https://www.altamarcam.com/esg-4/">https://www.altamarcam.com/esg-4/</a>