

# **INVESTINVENT FUNDS SICAV-SIF**

Société anonyme qualifying as a société d'investissement à capital variable – fonds d'investissement spécialisé 33A avenue J.F. Kennedy, L-1855 Luxembourg Grand-Duchy of Luxembourg

RCS Luxembourg: B254909

# SUBSCRIPTION FORM

for Class B OR Class C OR Class D OR Class E OR Class F OR Class G OR Class H OR Class I Shares

in INVESTINVENT WIND ENERGY FUND, a segregated Sub-Fund of the Company

**TO**:

InvestInvent Funds SICAV-SIF 33A avenue J.F. Kennedy L-1855 Luxembourg Grand-Duchy of Luxembourg

By email: Apex Registrations LU registrations@apexfunds.lu dealing@apexfunds.lu

Dear Sir or Madam,

#### We hereby subscribe (the "Subscription") for

• the number of shares (the "Shares") set out in the below chart,

#### OR, as relevant,

• the number of Shares corresponding to the EUR / CHF amount set out in the below chart,

in InvestInvent Wind Energy Fund (the "**Sub-Fund**") a sub-fund of InvestInvent Funds SICAV-SIF (the "**Company**"), a specialized investment fund ("**fonds d'investissement spécialisé**" or "**SIF**") incorporated under the form of a public limited company ("**société anonyme**" or "**S.A**.") qualifying as a société d'investissement à capital variable ("**SICAV**") under the laws of the Grand Duchy of Luxembourg, on the basis of the last available Offering Memorandum of the Company (the "**Memorandum**"), including the Special Part A relating to the Sub-Fund, as approved by the Commission de Surveillance du Secteur Financier and amended from time to time and of the articles of incorporation of the Company (the "**Articles**") and irrevocably commit to pay the amount of the total Subscription referred to below or, as relevant, deriving from the number of Shares subscribed indicated below.



Select Share Class(es) subscribed<sup>1</sup> Insert amo

Insert amount subscribed

**OR** Insert the number of Shares subscribed

Class B Shares (ISIN: LU2017621207)	EUR	Shares
Class C Shares (ISIN: LU2017621462)	EUR	Shares
Class D Shares (ISIN: LU2017621629)	CHF	Shares
Class E Shares (ISIN: LU2017621892)	CHF	Shares
Class F Shares (ISIN: LU2017624565)	EUR	Shares
Class G Shares (ISIN: LU2017624649)	EUR	Shares
Class H Shares (ISIN: LU2017625703)	CHF	Shares
Class I Shares (ISIN: LU2017630539)	CHF	Shares

All references herein in

- Euro or EUR are to the legal currency of the Grand Duchy of Luxembourg and to the legal currency of the countries participating in the Economic and Monetary Union;
- Swiss Franc or CHF are to the legal currency of the Swiss Confederation;

We specify that our total Subscription is made

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for our own benefit and not as a nominee for the benefit of a third party*:
*if acting for your own benefit, please fill-in Appendix I-A - Direct Subscription of this Subscription Form
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#### or

on behalf, and as nominee for the benefit of undisclosed clients\*:

\*if acting as nominee, please fill-in Appendix I-B - Nominee Subscription of this Subscription Form.

### **Client Reference:**



#### SUBSCRIPTION FOR SHARES

1. We hereby commit to pay and subscribe for the Shares, to be issued fully paid-up upon receipt of the proceeds of the subscription price (the "Subscription Price"), in accordance with the terms and conditions set forth in the Memorandum.

We confirm having received and reviewed copies of the Memorandum, the Articles and this subscription form (the "**Subscription Form**"). We hereby further agree that the provisions of the Memorandum form an integral contractual part of this Subscription Form. Capitalized terms used herein without definition shall have the meaning given to them in the Memorandum.

We irrevocably subscribe for Shares in the Sub-Fund up to the amount of our Subscription, and undertake to fully pay them as specified above and in accordance with the Memorandum. With respect to subscriptions expressed in the above chart as EUR / CHF amounts, we understand that we shall receive the number of Shares corresponding to the amount paid, divided by the relevant Subscription Price. All Shares must be fully paid-up before issuance. It is understood and agreed that our Subscription is subject to the terms and conditions set out in this Subscription Form, the Articles and the Memorandum and accept the obligations deriving therefrom. Acceptance by the Company of this Subscription Form shall be at its sole discretion and, without limiting the foregoing, acceptances of subscriptions need not be on a first-come, first-served basis.

#### **PAYMENT INSTRUCTIONS**

2. We acknowledge that subscription payments must reach UBS Europe SE, Luxembourg Branch acting in its capacity as depositary of the Company (the "**Depositary**") in accordance with the terms and conditions provided in the Memorandum.

#### Payment in EUR to:

Pay to:	UBS Europe SE
BIC:	UBSWDEFF
In favour of:	UBS EUROPE SE, Luxembourg Branch
BIC:	UBSWLULLXXX
Account:	DE66501306000513900013
For further credit to:	INVESTINVENT FUNDS SICAV-SIF - INVESTINVENT WIND ENERGY FUND
IBAN:	LU43 0705 4469 1000 0EUR
IBAN:	LU43 0705 4469 1000 0EUR

#### Payment in CHF to:



### AML / CFT

3. We irrevocably agree that, in order to enable the Company and its appointed alternative investment fund manager (hereinafter, the "AIFM") to implement, as the case may be, internal anti-money laundering procedures and/or to enable Apex Fund Services S.A., acting in its capacity as administrative agent/registrar and transfer agent of the Company (the "Administrative Agent/Registrar and Transfer Agent"), and/or the Depositary to provide reasonable support to the Company in complying with its ongoing obligations to identify subscribers (but only with respect to us) and perform the appropriate verifications in the prevention of money laundering and terrorism financing in compliance with Luxembourg laws and regulations, we shall provide all information and documents required by the Company, the AIFM (including, but not limited to, the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing as amended, the "2004 Law") and/or the Administrative Agent/Registrar and Transfer Agent to this end. We further agree that the Company and the AIFM may provide any such information or documents to the Depositary for the purpose of conducting internal anti-money laundering procedures under applicable law.

In particular we acknowledge that the Company is subject to the obligation to file certain information on the natural persons considered as their beneficial owner, as defined in the 2004 Law, in the register of beneficial owner ("**RBE**") in Luxembourg pursuant to the law of 13 January 2019 on the register of beneficial owners (the "**2019 Law**"). Furthermore, we acknowledge (i) that in case the subscriber is considered to be the beneficial owner of the Company, the Company will thus be legally required to provide certain information concerning the subscriber to the aforementioned RBE and (ii) that certain information on the beneficial owners of the Partnership as contained in the RBE will be publicly accessible. We hereby represent and covenant that should we be considered as a beneficial owner of the Company within the meaning of the 2004 Law, we shall, as legally required under the 2019 Law, provide the necessary information in this context to the Company.

### ELIGIBILITY

4. We acknowledge that the Company and/or the AIFM and/or the Administrative Agent/Registrar and Transfer Agent may require to be provided with additional documents in accordance with **Appendix II** to check whether (i) we are eligible investors within the meaning of article 2 of the law of 13 February 2007 relating to specialized investment funds, as amended or supplemented from time to time (the "**2007 Law**"), and (ii) enable them to meet their reporting and/or disclosure obligations, as applicable.

We acknowledge that, if we are not able to comply with the requirements referred above section 3. and section 4., the Company may refuse the subscription or proceed with a compulsory redemption of our Shares, in accordance with the provisions of the Articles and the Memorandum.

### **TRANSFER / REDEMPTION**

- 5. No transfer, assignment or pledge of any Shares shall be valid unless made in accordance with the terms and provisions of the Memorandum and/or the Articles. Any attempt at a transfer, assignment or pledge in violation of this provision shall not be recognized. The Company may enforce the provisions of this section, either directly or through its agents, by refusing to register any proposed transfer, assignment or pledge not in accordance with this provision.
- 6. We agree that, should we have outstanding obligations vis-à-vis the Company, by virtue of this Subscription Form or otherwise, the Shares registered in our name may only be transferred, pledged or assigned to another person with the written consent of the Company, provided always that the new shareholder qualifies as eligible investors within the meaning of article 2 of the 2007 Law. Any transfer or assignment of Shares is subject to the purchaser or assignee thereof fully and completely assuming in writing prior to the transfer or assignment, our outstanding obligations under this Subscription Form. We acknowledge that we shall not automatically be released from our obligations under this Subscription Form by the mere transfer of our Shares to an investor, unless the Company has expressly released us from our obligations under this Subscription Form, in particular to fully pay our Subscriptions.
- 7. If the payments due in accordance with the provisions of this Subscription Form are not made in accordance with the terms and conditions specified in the Memorandum, the Company may, notwithstanding its right to seek damages, at its option, revoke the acceptance of this subscription or take appropriate steps to enforce this Subscription Form.



- 8. We further acknowledge and agree that Shares may be redeemed compulsorily in accordance with the terms and conditions specified in the Memorandum and in the Articles, should a shareholder of the Company cease to be or be found not to be an eligible investor within the meaning of article 2 of the 2007 Law.
- 9. We acknowledge that Shareholders wishing to redeem all or a portion of their Shares should complete the "Form of Redemption Request Form" set out at **Appendix IV**. We further acknowledge and agree that (i) there are limits on the ability of Shareholders to redeem their Shares, as set out in the Memorandum and the Articles and that (ii) redemption proceeds must be paid to the account from where the payment was originally debited or to an alternate account in the name of the Shareholder as advised by the Shareholder in writing to the Company and the Administrative Agent, unless the Board and the Administrative Agent agree otherwise. Redemption proceeds will not be paid into a third party account.

### NOMINEE ARRANGEMENT

- 10. In case we act as nominee for the benefit of our clients, we further acknowledge and accept that, such clients shall have no direct entitlements/rights vis-à-vis the Company and the Sub-Fund without us making the necessary arrangements towards the Company and the Sub-Fund to that end. As a result, as the case may be, we shall ensure that the beneficial owners of the Shares subscribed by/ through us:
  - a) comply with investors eligibility requirements foreseen under article 2 of the 2007 Law and the Memorandum;
  - b) are subject to customer due diligence measures in order to fulfil the requirements for knowing-your-customer (KYC) and preventing money laundering and terrorist financing in accordance with applicable law;
  - c) receive without charge all distribution proceeds attributable to such beneficial owners;
  - d) be provided with all communications, notices, reports and other material which are issued by the Company to the shareholders of the Company;
  - e) except when under the contractual bounds of a discretionary investment management mandate preventing for such possibility and/or when nominee services of a nominee is unavoidable, or mandatory, for legal or regulatory reasons, be granted the right to be directly registered in the register of shareholders of the Company; and
  - f) be granted the right to empower us, or our delegate, to vote, at any general meeting of shareholders of the Sub-Fund and/or of the Company and give effective voting instructions to that effect.

#### **REPRESENTATIONS & WARRANTIES**

- 11. We hereby represent, warrant, acknowledge and agree as follows:
  - a) We have read and are familiar with the Articles and the Memorandum, and particularly section 32. "Risk considerations" of the general part thereof, and the Articles.
  - b) We acknowledge and agree that the Shares are not, and will not be, registered under the US Securities Act of 1933 or the laws of any other country.
  - c) The execution, delivery and performance by us of this Subscription Form, the Articles and the Memorandum and the investment by us in the Sub-Fund are within our powers, have been duly authorized and will not constitute or result in a violation, breach or default under, or conflict with, any statute, rule, regulation, order, ruling or regulation of any court or other tribunal or of any governmental commission or agency.
  - d) We are well-informed, sophisticated and experienced in business and financial matters. We fully understand the limitations on transfers, assignments and pledges described in this Subscription Form and provided for in the Articles and the Memorandum. We are able to bear the economic risk of our investment in the Shares for an indefinite period of time. We are presently able to afford the complete loss of such investment and are under no present or contemplated future need to dispose of any portion of the Shares to satisfy any existing or contemplated undertaking, need or indebtedness; and we have been afforded access to information about the business, management and prospects of the Company sufficient to enable us to evaluate our investment in the Shares.



- e) We have been afforded the opportunity (i) to ask such questions as we have deemed necessary to, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and the merits and risks investing in the Shares, and (ii) to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy and completeness of the information contained in the Memorandum.
- f) We acknowledge that the description of the tax consequences arising from an investment in the Company Shares set forth in the Memorandum is general in nature and the tax consequences of an investment in the Company Shares depend on our individual circumstances; accordingly we should seek our own tax advice before making any investment in Company Shares.
- g) We will provide the Company with any information it considers necessary or appropriate to comply with any laws and regulations or tax requirements applicable to the Company and/or any of their investments or proposed investments.
- h) In order for the Company to be able to comply with the FATCA Law and the CRS Law, we will complete, sign and date the FATCA / CRS Self-Certification attached hereto under **Appendix III** and provide the Company together with the Agreement any other documentation required to enable the Company to comply with its due diligence and reporting obligations under the FATCA Law and the CRS Law. We certify that the information contained in **Appendix III** as well as in any other documentation provided to the Company is correct and further undertake to inform the Company within thirty (30) days and provide the latter with all supporting documentary evidence of any changes related to the FATCA/CRS information after occurrence of such changes. We undertake to inform our Controlling Person(s), as defined under the FATCA Law and the CRS Law. We acknowledge that a failure to deliver, upon request, any documents or relevant information to the Company, may be charged with any taxes, penalties, fines or any other charges imposed on the Company and attributable to such failure to provide the relevant documentation or information, and the Company may, in its sole discretion, redeem our Shares. We further acknowledge and irrevocably authorize the Company, to the extent required by law, to disclose and transmit the required information to the U.S. Internal Revenue Service for FATCA purposes and to any other governmental body which collects information for CRS purposes.
- 12. We hereby confirm that we will hold harmless and indemnify the Sub-Fund and/or the Company and/or the AIFM and/or the Administrative Agent/Registrar and Transfer Agent, in respect of any loss arising for it as a result of the acquisition, holding and/or transfer of Shares held by us that would not comply with the representations made in this Subscription Form.

### DATA PROTECTION

13. In accordance with the applicable Luxembourg data protection law (including but not limited to the Luxembourg law of 1st August 2018 organizing the National Commission for data protection and the general system on data protection, as amended from time to time) and the Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR" and collectively the "Data Protection Law"), the AIFM and the Company acting as independent data controllers (the "Data Controllers") collect, store and process, by electronic or other means, the data supplied by the investor and/or prospective investor (or if the investor and/or the prospective investor is a legal person, any natural person related to it such as its contact person(s), employee(s), trustee(s), nominee(s), agent(s), representative(s) and/or beneficial owner(s)) (the "Data Subject(s)") at the time of his/her/its investment for the purposes outlined below.

The data processed may include the name, contact details (including postal and/or e-mail address), banking details, the Subscription and/or the invested amount of the Data Subjects (the "**Personal Data**"). As part of its compliance with legal obligations such as AML/ KYC, the Data Controllers may be required to process special categories of Personal Data as defined by the GDPR, including Personal Data relating to political opinions as well as criminal convictions and offences.

The investor and/or prospective investor may, at his/her/its discretion, refuse to communicate the Personal Data to the Data Controllers. In this event however the subscription in the Company may be impaired if the relevant Personal Data is necessary to such subscription of such shares.

Investors and/or prospective investors who are legal persons undertake and guarantee to process Personal Data and to supply such Personal Data to the Data Controllers in compliance with the Data Protection Laws, including, where appropriate, informing the relevant Data Subjects of the contents of the present section, in accordance with Articles 12, 13 and/or 14 of the GDPR.

The Personal Data supplied by the investor is processed in order to enter into and execute the subscription in the Company, for the legitimate interests of the Data Controllers and to comply with the legal obligations imposed on the Data Controllers. In particular, the Personal Data supplied by the investor is processed for the following purposes: (i) offering investment in Shares and performing the services as contemplated under the Memorandum, (ii) maintaining the register of investors, (iii) complying with applicable anti-money laundering rules and any other legal obligations, such as maintaining controls in respect of late trading and market timing practices, CRS/FATCA obligations or mandatory registrations with registers including among other the Luxembourg register of beneficial owners, (iv) account administration, (v) client relationship management, (vi) developing and processing the business relationship with the Recipients (as defined below), (vii) marketing activities and, (viii) other related services rendered by any service provider of the Controller in connection with the holding of Shares in the Company. Each Data Subject has the right to object to the use of his/her Personal Data for marketing purposes by writing to the Data Controllers.

The "legitimate interests" referred to above are:

- the processing purposes described in points (vi) to (vii) of the above paragraph of this data protection section;
- the provision of the proof, in the event of a dispute, of a transaction or any commercial communication as well as in connection with any proposed purchase, merger or acquisition of any part of the Data Controllers' business;
- compliance with foreign laws and regulations and/or any order of a foreign court, government, supervisory, regulatory or tax authority;
- risk management, and
- exercising the business of the Data Controllers in accordance with reasonable market standards.

The Data Controllers may delegate the processing of some or all of the Personal Data to other entities such as to the Depositary and Paying Agent, the Administrative Agent, the Distributor, the Registrar and Transfer Agent, the Auditor, legal and financial advisers and other potential service providers of the Company and subcontractors acting as data processors, and it may disclose some of the Personal Data to the legal advisors and the independent auditor of the Company and any other service provider of the Company (the "**Recipients**"), all in compliance with the rules of confidentiality applicable in Luxembourg as well as in compliance with the Data Protection Law. The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the "**Sub-Recipients**"), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Data Controllers and/or assisting the Recipients in fulfilling their own legal obligations.

The Recipients, the Sub-Recipients and the AIFM may, as the case may be, process the Personal Data as data processors (when processing the Personal Data on behalf and upon instructions of the Data Controllers and/or the Recipients), or as distinct data controllers (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations).

As a rule, the Recipients are located in the European Economic Area (the "**EEA**") or in a jurisdiction with an equivalent level of protection for Personal Data. In the situation where the Recipients and Sub-Recipients located outside the EEA in a jurisdiction which does not ensure an adequate level of protection or does not benefit from an adequacy decision of the European Commission, the Data Controllers have entered into legally binding transfer agreements with the relevant Recipients in the form of the European Commission approved model clauses. In this respect, the Data Subjects have a right to request copies of the relevant document for enabling the Personal Data transfer(s) towards such countries by writing to the Data Controllers. The Personal Data may also be transferred to third-parties such as governmental or regulatory agencies, including tax authorities, in accordance with applicable laws and regulations. In particular, Personal Data may be disclosed to the Luxembourg tax authorities which in turn may, acting as data controllers, disclose the same to foreign tax authorities (including for compliance with the FATCA/CRS obligations).

In accordance with the conditions laid down by the Data Protection Law, the Data Subjects acknowledge their rights to:

- access their Personal Data;
- correct their Personal Data where it is inaccurate or incomplete;
- object to the processing of their Personal Data;
- ask for erasure of their Personal Data;
- ask for Personal Data portability.

The Data Subjects may exercise the above rights by writing to the Company at the following address: 33A avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

The Data Subjects also acknowledge the existence of their right to lodge a complaint with the National Commission for Data Protection ("**CNPD**") at the following address: 15, Boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg.

Personal Data shall not be retained for periods longer than those required for the purpose of their processing subject to any limitation periods imposed by law.



### CONFIDENTIALITY

- 14. For client relationship management/servicing purpose and appropriate operating support with respect to our investment in the Sub-Fund, we hereby give to the Company and, to the extent permitted by applicable law, the Administrative Agent/Registrar and Transfer Agent, the instruction to provide the AIFM with our shareholding positions in the Company together with our complete name and details on a regular basis. We thus hereby instruct the Company and, to the extent permitted by applicable law, the Administrative Agent/Registrar and Transfer Agent/Registrar and Transfer Agent to provide such reporting to the AIFM on the frequency determined by any one of them from time to time, until any other express written instructions to the contrary from us.
- 15. We further agree that the Company shall have the right to keep confidential from us for such period of time as the Company determines is reasonable (i) any information that the Company reasonably believes to be in the nature of trade secrets and (ii) any other information (a) the disclosure of which the Company in good faith believes is not in the best interest of the Sub-Fund or the Company or could adversely affect the Company, the Sub-Fund or its investments or (b) that the Sub-Fund or the Company is required by law or by agreement with a third person to keep confidential.

However, and except as otherwise provided below, we hereby agree to keep confidential, and not to disclose to any person, any matter relating to the Company, the Sub-Fund, their investments and their affairs more generally, including the content of this Sub-scription Form, the Memorandum and the Articles or any portion thereof and any matter related to the Company, the Sub-Fund, their investments and their affairs more generally, other than disclosure in good faith to our directors, officers, employees, agents, advisors or representatives responsible for matters relating to the Sub-Fund and who need to know such information in order to perform such responsibilities under legally valid and binding confidentiality restrictions (each such person, an "Authorized Representative"); provided that we or any of our Authorized Representative may make such disclosure to the extent that (i) the information being disclosed is otherwise generally available to the public, (ii) such disclosure is being made pursuant to a valid subpoena or summons, (iii) such disclosure, in the written opinion of our legal counsel (which opinion is reasonably satisfactory in form and substance to the Company) is otherwise required by law. To the fullest extent permitted by law, prior to making any disclosure described in clauses (ii), (iii) or (iv) above, we shall notify the Company of our intent to make such disclosure. We will use reasonable best efforts to cause our Authorized Representatives to comply with this confidentiality clause.

### **MISCELLANEOUS**

- 16. If any covenant, or other provision of this Subscription Form is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other conditions and provisions of this Subscription Form shall, nevertheless, remain in full force and effect.
- 17. Until further notice or agreement to the contrary, we hereby acknowledge and agree that all communications and reporting in relation to our investment in the Company including convening notices for the general meeting of shareholders of the Company or the Sub-Fund, will be made in the form of electronic communications, in particular via fax and/or via emails and/or via messaging through investors reporting communication electronic platform to which we have an account.
- 18. This Subscription Form and our investment in the Company shall be subject to the laws of the Grand Duchy of Luxembourg. We hereby agree to submit to the jurisdiction of the Courts of Luxembourg City all disputes in connection with this Subscription Form.
- 19. Upon execution of this Subscription Form, we shall be irrevocably bound by this Subscription Form, the Articles and the operating arrangements described in the Memorandum, which shall be considered as being acknowledged and fully approved as part of this Subscription Form.
- 20. We confirm that the information set out hereafter comprises our complete address, as well as our banking references, for the purpose of inclusion thereof in the register of shareholders.
- 21. We also confirm that the Company may treat such information, as accurate and up to date, until written notice of the contrary shall have been received by the Company from us.

By:

Signature:	Signature:	
Printed name:	Printed name:	
Position:	Position:	
Date:	Date:	
		8



# APPENDIX I TEMPLATES TO BE FILLED IN BY INVESTORS CONFIRMING THEIR DETAILS

This Appendix contains two templates:

- A. Template for subscriber acting for our own benefit and not as a nominee for the benefit of a third party (Direct Subscription)
- B. Template for subscriber acting on behalf, and as nominee for the benefit of undisclosed clients (Nominee Subscription)

## APPENDIX I - A DIRECT SUBSCRIPTION

Subscriber's Detai	ils	
Name:		
Address:		
	City	Country
Contact person:		
Title:		
Telephone number:		
Fax number:		
Email address:		
Subscriber's Bank	Details	
Name of the bank:		
Address of the bank:		
	City	Country
IBAN:		
Bank account name:		
Bank account number:		
Swift Code:		

These banking details shall be used by default in case of redemption or distribution payments. In case of a discrepancy between any payment details mentioned in any payment instructions and the banking details stated here above, the Company and/or its depositary reserve the right to suspend the payment until the Subscriber provides any of them with evidence that the shareholder registered in the register of shareholders is the beneficiary of the account.

By:

Signature:	Signature:
Printed name:	Printed name:
Position:	Position:
Date:	Date:



# APPENDIX I - B NOMINEE SUBSCRIPTION

The Subscriber commits to subscribe for the Shares of Class of the Sub-Fund in a nominee capacity for the benefit of undisclosed clients with segregated referenced positions in the register of shareholders specified in Table 1 below.

Subscriber's Deta	ils	
Name: Address:		
Contact person: Title: Telephone number: Fax number: Email address:	City	Country
Subscriber's Bank	Details	
Name of the bank: Address of the bank: IBAN: Bank account name: Bank account number: Swift Code:	City	Country

These banking details shall be used by default in case of redemption or distribution payments. In case of a discrepancy between any payment details mentioned in any payment instructions and the banking details stated here above, the Company and/or its depositary reserve the right to suspend the payment until the Subscriber provides any of them with evidence that the shareholder registered in the register of shareholders is the beneficiary of the account.

By:

Signature:	Signature:
Printed name:	Printed name:
Position:	Position:
Date:	Date:



# APPENDIX II INVESTOR'S ELIGIBILITY CONFIRMATION

Certificate for Institutional or Professional Investors (MIFID)

InvestInvent Funds SICAV-SIF 33A avenue J.F. Kennedy L-1855 Luxembourg Grand-Duchy of Luxembourg

Re: Institutional/Professional Investor status

Dear Sir or Madam,

With reference to our investments in InvestInvent Wind Energy Fund (the "**Sub-Fund**"), a sub-fund of InvestInvent Funds SICAV-SIF (the "**Company**"), the undersigned (the "**Subscriber**"), hereby confirms that:

- (a) it qualifies as a well-informed investor within the meaning of Article 2 of the Luxembourg 13 February 2007 relating to specialized investment funds, as amended or supplemented from time to time (the "2007 Law") being either an Institutional Investor or a Professional Investor (each as described below); and
- (b) the Subscriber has checked the box below that most appropriately describes it<sup>2</sup>:

### **1 - INSTITUTIONAL INVESTOR**

Institutional Investors stricto sensu, such as banks and other professionals of the financial sector, insurance and reinsurance companies, social security institutions and pension funds, charitable institutions, industrial, commercial and financial group companies, all subscribing on their own behalf, and the structures which such Institutional Investors put into place for the management of their own assets.

Credit institutions and other professionals of the financial sector established in the Grand Duchy of Luxembourg or abroad investing in their own name but on behalf of Institutional Investors as defined above.

Credit institutions and other professionals of the financial sector established in the Grand Duchy of Luxembourg or abroad investing in their own name but on behalf of Professional Investors as defined under (2) Professional Investors below.

Credit institutions and other professionals of the financial sector established in the Grand Duchy of Luxembourg or abroad which invest in their own name but on behalf of a client on the basis of a discretionary management mandate where the end client is not entitled to any direct claim against the Company.

Collective investment undertakings established in the Grand Duchy of Luxembourg or abroad.



### 2 - PROFESSIONAL INVESTORS

A "**Professional Investor**" is an investor who is considered to be a professional client or who may, on request, be treated as a professional client within the relevant national implementation of Annex II of Directive 2014/65/EU, as amended or supplemented from time to time (Markets in Financial Instruments Directive) and AIFMD.

Entities which are required to be authorised or regulated to operate in the financial markets (including credit institutions; investment firms; other authorised or regulated financial institutions; insurance companies; collective investment schemes and management companies of such schemes; pension funds and management companies of such funds; commodity and commodity derivatives dealers; locals; other institutional investors).

Large undertakings meeting two of the following size requirements on a company basis:

- Balance sheet total: EUR 20,000,000
- Net turnover: EUR 40,000,000
- Own funds: EUR 2,000,000

National and regional governments, including public bodies that manage public debt at national or regional level, Central Banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organisations.

The Subscriber represents and warrants that he/she has requested to be treated as a "Professional Client" under directive 2014/65/ EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and qualifies therefore as a "professional investor" under the AIFMD and has waived some of the protections afforded by the conduct of business rules, and has checked at least two of the applicable statements below pursuant to which the Subscriber so qualifies:

- The Subscriber has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters.
- The size of the Subscriber's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500,000.
- The Subscriber works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

### **3 - IF THE SUBSCIBER ACTS AS NOMINEE**

The subscription for shares in the Sub-Fund is done by us for the account/on behalf of a third party as indicated below:

The Subscriber is acting in its capacity as financial intermediary on behalf of investors on the basis of a discretionary management agreement.

The Subscriber is acting in its capacity as nominee for an underlying investor/beneficial owner whereby such investor is an:

Institutional Investor; or Professional Investor; or

Well-informed Investor.

Certified to be true and correct. The Subscriber undertakes to notify the Company as soon as practicable should the Subscriber's status change.

By:

Signature: Printed name: Position: Date: Signature:

Printed name: Position: Date:



# APPENDIX III FATCA / CRS SELF-CERTIFICATION FORM

(Please complete the following forms in Appendix III in BLOCK CAPITALS)

Under the terms of (i) the Luxembourg law dated 18 December 2015 implementing the common reporting standard (the "**CRS Law**") as amended from time to time and (ii) the Luxembourg law dated 24 July 2015 implementing FATCA (the "**FATCA Law**"), the Company is likely to be treated as a Luxembourg (Foreign) Financial Institution.

As such, the Company may be obliged under the CRS Law and the FATCA Law to collect and report to the Luxembourg tax authorities certain information about financial accounts held by some of its account holders.

Please note that you should complete the below self-certification form by ticking the applicable boxes and by providing the requested information (if applicable). Each prospective investor has the right to access the data/financial information reported to the Luxembourg tax authorities as well as to request the Company to rectify this data. The data collected will not be kept longer than necessary for the purpose of the CRS Law or FATCA Law.

For joint or multiple Account Holders (as defined under the FATCA Law or CRS Law), please complete a separate self-certification form for each Account Holder.

The Account Holder undertakes to inform its Controlling Persons (as defined under the FATCA Law or CRS Law), if applicable, of the processing of their personal data by the Company in accordance with the FATCA Law and CRS Law.

If you have any questions about this self-certification form or defining your FATCA / CRS status, please contact your tax adviser or local tax authority.

All terms used in the CRS subsection shall have the meaning ascribed to them in the CRS Law.

All terms used in the FATCA subsection shall have the meaning ascribed to them in the FATCA Law.

## FATCA / CRS SELF-CERTIFICATION FORM - ENTITIES

#### **1. Identification of Account Holder**

Entity Name: *Current registered address* Number, street: Town/city: Postal Code/ZIP Code: Country: *Mailing Address (if different from above)* Number, street: Town/city:

Postal Code/ZIP Code: Country:

#### 2. FATCA Declaration of Specified U.S. Person:

Please tick either (a) or (b) and complete as appropriate. The Subscriber confirms that it is:

(a) a Specified U.S. Person pursuant to the FATCA Law.

U.S.TIN:

(b) not a Specified U.S. Person pursuant to the FATCA Law.

#### 3. CRS Declaration of Tax Residence

Please indicate the Entity's place of tax residence for CRS purposes, (if resident in more than one country please detail all countries of tax residence and associated Tax Identification Numbers ("TIN")).

Country/Jurisdiction of tax residence

TIN(\*)

(\*) Provision of a TIN is required unless you are tax resident in a jurisdiction that does not issue a TIN. If applicable, please specify the reason for non-availability of a TIN (for each concerned jurisdiction):

# 4. FATCA / CRS Classification

Please tick appropriate box of the relevant section / sub-section for FATCA and CRS purposes.

Fatca (	CRS	(Foreign) Financial Institution. Please tick option A, B or C and complete as instructed.
A		Reporting Financial Institution
		Please provide the Financial Institution's GIIN:
		If sponsored, please provide the Sponsoring Entity's GIIN:
В		Non-Reporting Financial Institution
		Please specify status for FATCA:
		Please specify status for CRS
C		Financial Institution resident in a Non-Participating Jurisdiction under CRS Please specify the type of Financial Institution resident in a Non-Participating Jurisdiction below:
		Investment Entity and managed by another Financial Institution (please indicate the name of the Controlling Person(s) in the section 5. below);
		Other Investment Entity;
		Other Financial Institution, including a Depositary Institution, Custodial Institution, or Specified Insurance Company
		Non-Financial (Foreign) Entity. Please tick option D or E and complete as instructed.
D		Active NF(F)E. Please specify the type of Active NF(F)E below:
		Corporation that is regularly traded on an established securities market or a Related Entity of such corporation.
		Provide the name of the stock exchange where traded:
		If you are a Related Entity of a regularly traded corporation, provide the name of the regularly traded corporation:
		Governmental Entity, International Organization or a Central Bank. Other Active NF(F)E.
E		Passive NF(F)E. Please indicate the name of the Controlling Person(s) in the section 5. below.
		Other classification. Please complete as instructed.
F		Non participating FFI
G		Others, please specify

# 5. Identification of Controlling Person(s)<sup>3</sup>

Please complete this section if you ticked in Section 4 above either (i) Passive NF(F)E or (ii) an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

CONTROLLING PERSON 1			
First Name / Last Name: <i>Current registered address</i> Number, street: Town/city: Postal Code/ZIP Code: Country: <i>Mailing Address</i> ( <i>if different from above</i> ) Number, street: Town/city: Postal Code/ZIP Code: Country:			
U.S. Person	Yes US TIN: No		
Country of tax residence: TIN:	Provision of a TIN is required unless you a ble, please specify the reason for non-avai		does not issue a TIN. If applica-
Date of Birth (dd/mm/yyyy): Place of Birth: Country of Birth:			
Control Type	<b>Legal Person</b> Control by Ownership % of ownership Control by Other Means Senior Managing Official function:	<b>Legal Arrangement-Trust:</b> Settlor Trustee Protector Beneficiary Other	Legal Arrangement-Other: Settlor-Equivalent Trustee-Equivalent Protector-Equivalent Beneficiary-Equivalent Other-Equivalent

<sup>3</sup>If you have more than one Controlling Person, please complete on a separate sheet if necessary.



#### 6. Declarations and Signature

I declare that all statements made in this self-certification form are, to the best of my knowledge and belief, correct and complete.

I acknowledge that, in case I am a Specified U.S. Person or the identified Controlling Person(s) is/are a U.S. citizen or U.S. tax resident, the information disclosed in this form together with required information related to this financial account (as described in Article 2 of the intergovernmental agreement implemented by the FATCA Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the U.S. Internal Revenue Service.

I acknowledge that, in case the Country(ies) of tax residence listed in Part 3 and Part 5 is/are CRS Reportable Jurisdiction(s), the information disclosed in this form together with required information related to this financial account (as described in Annex I Section I of the CRS Law) will be reported to the Luxembourg tax authorities or any other authorized delegates under Luxembourg law, and subsequently exchanged with the tax authorities of the CRS Reportable Jurisdiction(s) listed in Part 3 and Part 5 pursuant to international agreements to exchange financial account information.

I certify that I am the Account Holder (or authorized to sign for the Account Holder) of all the account(s) to which this form relates. I also undertake to inform my Controlling Person(s) of the collection and/or reporting of his/her personal data by the Partnership pursuant to the FATCA Law and CRS Law.

If there is a change in circumstances that affects the tax residence status of the Account Holder / Controlling Person(s) or causes the information contained herein to become incorrect or incomplete, I understand that I am obligated to inform the Company, in writing, of the change in circumstances within 30 days of its occurrence and to provide a suitably updated FATCA/CRS Self-Certification Form.

I acknowledge that, as per Article 3 of the FATCA Law and Article 5 of the CRS Law, answering questions related to the information disclosed in this self-certification form is mandatory.

By:

Signature:	Signature:
Printed name:	Printed name:
Position:	Position:
Date:	Date:

**Note:** If you are not the Account Holder but are signing this form on behalf of the Account Holder, please indicate the capacity in which you are signing the form (e.g., power of attorney, executor or administrator, parent or guardian, etc.) and provide any required documentation of your authority.

Capacity: (\* if applicable)



# APPENDIX IV FORM OF REDEMPTION REQUEST FORM

InvestInvent Funds SICAV-SIF 33A avenue J.F. Kennedy L-1855 Luxembourg Grand-Duchy of Luxembourg

#### **Re: Redemption request**

Attn.: Apex Registration & Dealing team

Email: Apex Registrations LU registrations@apexfunds.lu & dealing@apexfunds.lu

Dear Sir or Madam:

Subject to the Memorandum of InvestInvent Funds SICAV-SIF (the "Fund") and the Articles of the Fund, the undersigned shareholder (the "Shareholder") of the Fund hereby requests to redeem that portion of its shares (the "Shares") in the Sub-Fund of the Fund as is indicated in the below chart, on the next available redemption date as described in the Memorandum (the "Redemption Date") following receipt of this letter, subject to the terms and conditions of the Memorandum and the Articles.

Select Share Class(es) concerned	Insert the number of Shares to be redeemed	
Class B Shares (ISIN: LU2017621207)		Class B Shares.
Class C Shares (ISIN: LU2017621462)		Class C Shares.
Class D Shares (ISIN: LU2017621629)		Class D Shares.
Class E Shares (ISIN: LU2017621892)		Class E Shares.
Class F Shares (ISIN: LU2017624565)		Class F Shares.
Class G Shares (ISIN: LU2017624649)		Class G Shares.
Class H Shares (ISIN: LU2017625703)		Class H Shares.
Class I Shares (ISIN: LU2017630539)		Class I Shares.

In the event that after giving effect to such redemption, the net asset value of the Shareholder's unredeemed Shares would be less than the minimum holding (if any) provided for in the Memorandum and/or the relevant Appendix of the Fund (initial one):

disregard this Request for Redemption

redeem all of the Shareholder's outstanding Shares.

BA:
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Signature:

Printed name: Position: Date: Signature:

Printed name: Position: Date: