

# Hoof*b*osch

INVESTMENT FUND

Prospectus

December 23, 2024

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### SEPARATE ANNEX<sup>1</sup>

The annual accounts of the Fund for the most recent financial year with the accompanying auditor's report.

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<sup>1</sup> This appendix is available free of charge from De Grote Voskuil Capital B.V. and is also available at [www.hoofbosch.nl](http://www.hoofbosch.nl)

## FUND PROFILE (SUMMARY)

### **Objective**

The Fund's objective is to grow its assets over time at an acceptable risk. The Fund aims for an average long-term return (longer than 10 years) of at least 7% per year, after deduction of all costs.

### **Investment policy**

Investment fund Hoofbosch (the 'Fund') is a 'long only' fund that invests in listed shares of companies that are preferably located in the 'SUN countries' (Switzerland, the United States of America and the Netherlands) and labeled as 'solid' (they must meet a number of quantitative and qualitative criteria) by the Investment Manager. In addition, up to a maximum of 30% of the fund's assets may be invested in shares of promising companies that do not meet the criteria for solid shares ('specials') and that do not have to be located in a SUN country. Section 3 of this Prospectus ('Investment Policy') sets out what the Investment Manager means by 'specials' and solid shares. A small percentage of the investments (10%) can be held in gold. No credit is used and no short transactions are made. The fact that the Fund is careful in making changes to the portfolio - a so-called 'buy and hold strategy' - means that the result will only be lowered to a limited extent by transaction costs over time.

### **Risk management: 'imagining versus predicting'**

The investment policy is based on the conviction that the future cannot be predicted. Scenario planning is therefore used in the selection of investments. This means that different ideas of the future are taken into account. In the selection process, core uncertainties are formulated at both country and company level. These form the basis for a number of possible scenarios for the future. Based on these representations, scenarios, the various investments are tested for risk. This is an intensive and continuous process.

## PROFILE INVESTOR

The Fund is aimed at investors:

- who are willing and able to bear the risk of a (significant) decline in value of the investment;
- who do not require income from this investment;
- who accept limited liquidity from their investment (withdrawal is only possible once a month);
- with a long investment horizon (10-15 years).

## IMPORTANT INFORMATION

### **Warning**

Potential investors in the Fund are explicitly advised that there are financial risks associated with investing in the Fund. They should therefore take careful note of the full content of the Prospectus and, if necessary, seek independent advice in order to fully understand those risks. The value of a Unit in the Fund may fluctuate. Participants may receive back less than their investment. Past performance is no guarantee of future performance.

**Responsibility for the content of this Prospectus**

The Investment Manager is responsible for the accuracy and completeness of the information contained in this Prospectus. Insofar as the Investment Manager could reasonably have known, this information is in accordance with reality. No data were omitted that would, if added to the content, change the nature of this Prospectus. The provision and distribution of this Prospectus by third parties does not imply that all information contained herein is still correct at the time of distribution.

**Any information provided by third parties about the Fund**

The Investment Manager is not responsible for information provided by third parties about the Fund that is not in accordance with the content of this Prospectus.

**Restrictions Regarding the Distribution of this Prospectus in Other Countries**

The issue and distribution of the Prospectus, as well as the offering or selling of Units in the Fund, may be subject to (legal) restrictions in certain jurisdictions. The Investment Manager requests that persons who come into possession of the Prospectus find out about and adhere to these restrictions. The Prospectus is not an offer of any security or invitation to make such an offer to a person in any jurisdiction where this is not permitted under applicable regulations. The Investment Manager is not liable for any violation of any such limitation by anyone, regardless of whether this person is a potential purchaser of Units or not.

**Applicable law**

This Prospectus is published in Dutch and English. If there are differences between the Dutch and the English version, the Dutch version will prevail. Only Dutch law applies to the Prospectus, regardless of its language.

**Key Investor Information**

A key investor information document has been prepared for the Fund that provides information about the Fund, its costs and the risks associated with participation. This document is available via the Website [www.hoofbosch.nl](http://www.hoofbosch.nl).

**Supervision of the AFM and DNB**

The Investment Manager is supervised by AFM and DNB under the Applicable Regulations. In the interest of the proper functioning of financial markets and the position of investors, the Investment Manager must comply with requirements with regard to the expertise and reliability of the directors, financial guarantees, business operations and the provision of information to the Participants, the public and the supervisors.

## 1. DEFINITIONS

In this Prospectus, the capitalized letters listed below have the following meaning:

Administrator	IQ EQ Financial Services BV
AFM	Stichting Autoriteit Financiële Markten; The Dutch Authority for Financial Markets
AIFM Directive	Directive 2011/61 / EU of the European Parliament and of the Council of June 8 2011 ('Alternative Investment Fund Managers Directive')
AIFM Regulation	AIFM Regulation Delegated regulation (EU) No 231/2013 of the European Commission of December 19 2012
Investment Manager	De Grote Voskuil Capital BV
Decree on conduct	Decree (Financial Supervision Act) Wft (as amended from time to time)
Depository	IQ EQ Depository BV
Custodian	KAS Bank N.V. or another financial institution appointed to act as custodian of the Fund's financial instruments
Sustainability risk	An environmental, social or governance event or circumstance that, if it occurs, could cause an actual or potentially material adverse effect on the value of an investment
Fund	Hoofbosch Investment Fund
Legal Owner	Stichting Juridisch Eigendom Beleggingsfonds Hoofbosch
Net Asset Value	The intrinsic value of a Unit or the Fund, determined in accordance with paragraph 10 of this Prospectus
Participant	The holder of one or more Units in the Fund
Unit	A right to participate in the assets of the Fund
Net Asset Value per Unit	The Net Asset Value of a Unit
Prospectus	This Prospectus
Supervisory Board	The Supervisory Board of the Investment Manager
SFDR	Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability disclosures

in the financial sector (the “Sustainable Finance Disclosure Regulation”)

Applicable Regulations	(i) The AIFM Directive and the AIFM Regulation; (ii) the European and Dutch regulations based thereon and the related guidelines from ESMA and policies of the AFM; as adjusted or replaced from time to time
Transaction day	A day on which issuance or redemption of Units may take place, which is: (i) the first day of each calendar month; (ii) another day determined by the Investment Manager
Valuation Day	A day on which the Net Asset Value of the Fund and the Net Asset Value per Unit is determined, being the last Business Day preceding a Transaction Day
Website	The website maintained by the Investment Manager for the benefit of the Fund: <a href="http://www.hoofbosch.nl">www.hoofbosch.nl</a>
Business day	A day on which NYSE Euronext Amsterdam and the banks in the Netherlands are open for the execution of transactions in financial instruments.
Wft	‘Wet op het financieel toezicht’ (Law on Financial oversight (as amended from time to time))
Wwft	‘Wet ter voorkoming van witwassen en financiering van terrorisme’ (The Anti-Money Laundering and Anti-Terrorist Financing Act (as amended from time to time))

This Prospectus supersedes the January 1, 2023 Prospectus and is effective from December 1, 2024.

## 2. STRUCTURE, GENERAL INFORMATION

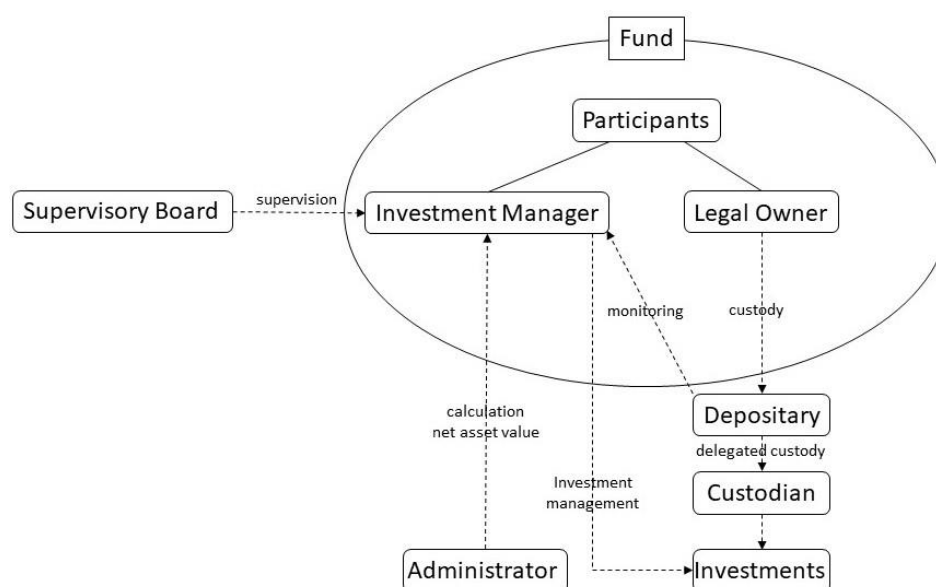
### Date of establishment

Investment fund Hoofbosch was founded on August 1, 2006 and started operating on October 1, 2006.

### Mutual fund

The Fund is a mutual fund. It is not a legal entity, but an asset created under an agreement between the Investment Manager, the Legal Owner and each of the Participants. This agreement, as set out in this Prospectus, governs the management and custody of the assets and liabilities acquired / entered into by the Fund for the account and risk of the Participants. Because the Fund is not a legal entity, the Legal Owner is the legal owner of the Fund's assets and liabilities. The Investment Manager manages the Fund and the Depositary has a control function with regard to the Fund for the Participants. The Supervisory Board supervises the Investment Manager's policy and general matters regarding the Investment Manager and its affiliated company, and assists management with advice. The investments are held in one or more accounts with the Custodian.

This can be shown schematically as follows:



The Participants are economically entitled to the fund's assets in proportion to the number of Units they hold. The agreement between the Investment Manager, the Legal Owner and each of the Participants does not constitute a partnership, general partnership or limited partnership, nor does it otherwise create an agreement between the Participants. The obligation of a Participant to pay for Units to be issued is solely an obligation to the Legal Owner representing the Fund. This obligation is not a contribution or an obligation to contribute. The Units only create the rights and obligations of the Participants towards the Investment Manager and the Legal Owner and not between Participants themselves.

## **The Investment Manager**

The main responsibilities and powers of the Investment Manager are:

- determining and implementing the investment policy. The Investment Manager makes decisions about the investment activities of the Fund;
- managing the risks related to the Fund;
- the administration of the Fund, or delegating this;
- the correct and timely determination of the Net Asset Value;
- ensuring that the Fund complies with Applicable Regulations,
- safeguarding the interests of the Participants. (See also paragraph 5, 'The Investment Manager')

## **Depository**

The Depository has a custodial and monitoring task on behalf of the Participants with respect to the Fund.

(See further section 8, 'The Depository, the Legal Owner and the Custodian')

## **Legal Owner**

The sole responsibility of the Legal Owner is to act as legal owner of the assets of the Fund for the benefit of the Participants.

(See further paragraph 8, 'The Depository, the Legal Owner and the Custodian')

## **Custodian**

The Legal Owner maintains the investments of the Fund in one or more accounts with the Custodian, a prudentially supervised financial institution.

(See further paragraph 8, 'The Depository, the Legal Owner and the Custodian')

## **Administrator**

Although ultimate responsibility remains with the Investment Manager, the most important tasks of the Administrator are:

- conducting the financial and investment administration of the Fund;
- calculating the Net Asset Value of the Fund; and
- keeping the Participants register of the Fund. (See further paragraph 6, 'The Administrator')

## **Participants**

The Participants in the Fund are jointly (each in proportion to the number of Units held by them) economically entitled to the assets of the Fund. The assets brought together by the Participants are intended for collective investment at their expense and risk. The obligation of a Participant to pay for Units to be issued is solely a commitment to the Legal Owner representing the Fund, and not a contribution or obligation to contribute.

(See also paragraph 9, 'Participants, register, meetings')

## **Legal relationship between Participants, Investment Manager and Legal Owner**

The legal relationship between the Participants, the Investment Manager and the Legal Owner is governed by what is included in the Prospectus. By signing a request to issue Units, a Participant accepts to be bound by the content of the Prospectus. Units only create rights and obligations of the Participants towards the Investment Manager and the Legal Owner and not also between Participants themselves. The Prospectus is subject to Dutch law only. All disputes arising in connection with the Prospectus, including disputes about the existence and validity thereof, will be brought before the appropriate court in



Amsterdam by the Investment Manager. This also applies to disputes in connection with agreements relating to the Prospectus, unless the agreement in question explicitly provides otherwise. The Dutch legislation contains legal instruments providing for the recognition and enforcement of judgments.

### **Minimum participation amount**

Participation in the Fund is possible for a minimum amount of € 100,000. An exception is made for legally recognized (grand) children of Participants and their partners who participate for at least € 100,000, for participants in the former “Familiefonds De Grote Voskuil” and for personnel of the Investment Manager. For them, the first deposit must be at least € 25,000. At the start of the Fund, Units were issued with a Net Asset Value of € 100.

### **Net Asset Value**

The Net Asset Value is calculated by the Administrator at least once a month, as set out in paragraph 10 of this Prospectus ('Determination of Net Asset Value per Unit').

### **Not listed**

The Fund is not listed on a stock exchange.

### **Open end**

Unless special circumstances arise, the Fund is obliged to issue or buy Units every month at their Net Asset Value, minus a markdown.

### **Requests for issue or redemption**

Requests for issue or redemption can be made to the Administrator by means of forms made available for that purpose via the Website. The Investment Manager is not obliged to honor a request for issue. (See also paragraph 11, 'Issue of Units' and paragraph 12 'Redemption of Units'.)

### **Taxation Fund**

The fund aims to conform to the regulations for a fiscal investment institution, according to article 28 of the Corporation Tax Act 1969 (FBI). It is taxable, as of 1 January 2023) with regard to corporation tax (0% tariff) and must withhold dividend tax. (See also paragraph 14, 'Tax Aspects'.)

### **Wft permit**

The Investment Manager has a license as referred to in Section 2:65 sub a of the Wft (based on the AIFM Directive). The Fund falls under the scope of this license.

## GENERAL DATA

Office address Fund	Nieuwe Gracht 23 2011 NC Haarlem
Investment Manager	De Grote Voskuil Capital B.V. Nieuwe Gracht 23 2011 NC Haarlem
Depository	IQ EQ Depository B.V. Hoogoorddreef 15 1101 BA Amsterdam
Legal Owner	Foundation Legal Property Hoofbosch Investment fund Hoogoorddreef 15 1101 BA Amsterdam
Administrator	IQ EQ Financial Services B.V. Hoogoorddreef 15 1101 BA Amsterdam
Supervisory Board	Dr P.M.L. Frentrop (chairman) E. van der Maarel MSc
The members of the Supervisory Board elect domicile at the offices of the Fund.	
Custodian	CACEIS N.V. The Entrance 500 1101 EE Amsterdam
Accountant	Mazars N.V. Watermanweg 80 3067 GG Rotterdam

## 3. INVESTMENT POLICY

### Investment objective

The objective of the Fund is to grow capital over time at an acceptable risk. The Fund aims for an average return over the long term (longer than 10years) of at least 7% per year, after deduction of all costs.

### General

The investment policy is mainly based on an assessment of macroeconomic trends and a detailed analysis of individual companies. The Fund focuses on the very long term. The result is a selection of only those stocks and bonds that are characterized by a combination of high returns, good prospects, a healthy financial position, limited risk and an extremely long track record. The latter condition in particular, is met by only a

limited number of companies and governments worldwide. This selection forms the core of the investment portfolio.

With regard to equities, investments will generally be made in 10 to 20 solid companies selected by the Investment Manager, preferably located in one of the SUN countries (Switzerland, United States of America and the Netherlands), hereinafter: 'solid stocks'. In addition, investments (up to 30% of the portfolio) can be made in 'specials': promising companies that do not meet the criteria for solid stocks and that do not need to be established in a SUN country.

### **Solid stocks**

Based on the analysis of publicly traded companies that are considered solid (the universe), the Investment Manager makes a 'long list' of solid stocks that are regarded as potential candidates for the Hoofbosch portfolio.

The criteria for inclusion on the 'long list' are:

- market capitalization of at least €1 billion
- the company operates in multiple countries
- stable management
- stable dividend
- stable sector
- long history
- preferably headquarters in Switzerland, USA or the Netherlands
- company pays attention to diversity
- acceptable sustainability risks

After an initial investment has been made in a particular company, this investment can, provided the Investment Manager believes that the company meets the requirements set, vary in size, proportionately with the growth or contraction of the fund's assets, or be gradually expanded or reduced. The weight in comparison to the other solid shares in the portfolio is always taken into account. Under normal circumstances it is not the intention that a stock within the portfolio of solid stocks will obtain a disproportionately large weight, although temporary deviations are possible. This means that the Investment Manager endeavors to reduce or increase a certain position that has 'fallen out of sync' over the course of the rise or fall of the price, in order to restore the balance in the portfolio.

### **Specials**

The classification 'specials' refers to shares of companies that do not meet the qualitative and quantitative criteria used for solid stocks, but where, in the opinion of the Investment Manager, there is a prospect of explosive earnings growth and / or explosive price gains in the foreseeable future, because it is an acquisition candidate or it concerns a 'turn - around' situation (for example, there is a significant change in the activities, strategy or organization of a company). A special can also be a company with potentially 'disruptive' characteristics.

The only criteria that a special must meet are:

- a stock exchange listing (not in an emerging market);
  - a market capitalization at the start of the investment of at least 100 million euros;
- and

- Acceptable sustainability risks.

Specials will by their very nature remain in the portfolio for a shorter period than solid stocks.

### **Solid government bonds**

The Fund may invest in securities issued by governments designated by the Investment Manager as solid. The criteria that the Investment Manager applies for the selection of government bonds are: strong economy, stable political situation, long history of interest payments (always paid interest and debt in the past 200 years) and stable currency. The Investment Manager believes that only Switzerland, the Netherlands and the United States meet these criteria.

### **Gold**

In addition, up to 10% of the fund's assets may be invested in gold.

### **No Specific Sustainability Ambitions**

The Investment Manager does not promote any ecological and/or social characteristics with the Fund ("light green investments" as referred to in Article 8 SFDR) and is also not focused on sustainable investments ("dark green investments" as referred to in Article 9 SFDR). The Fund's underlying investments do not take into account the EU criteria for environmentally sustainable economic activities as defined in the Taxonomy Regulation (Regulation 2020/852).

The Investment Manager also does not consider, in the manner referred to in Article 7(1) of the SFDR, the potential effects of its investment decisions on environmental, social, and employment matters, respect for human rights, or the fight against corruption and bribery.

### **Policy on sustainability risks**

Sustainability risks are taken into account when selecting and monitoring the investments. Sustainability risk is defined as an environmental, social or governance event or condition that, if it occurs, could cause an actual or potentially material adverse effect on the value of the investment. (For a more detailed description of these risks, see section 4, 'Risks' below.)

### Stocks

#### *Identification of Sustainability Risks*

To determine whether a company in which the Fund invests or considers investing is exposed to sustainability risks, the Fund Manager uses information provided by Sustainalytics and MSCI on their websites.

#### *Assessment of Sustainability Risks*

When assessing whether the identified sustainability risks faced by a company are acceptable, the potential consequences for the company's value in the event that a sustainability risk materializes are analyzed. Key considerations include the extent to which the company mitigates these risks and whether control measures have been implemented for accepted risks. The Investment Manager evaluates this by reviewing the sustainability risk scores assigned to companies by MSCI and Sustainalytics. Each of these providers uses its own scoring methodology, which takes into account: (1) The sustainability risks

that may affect the (sub)sector in which a company operates; and (2) how a specific company within that (sub)sector manages these risks—whether they are accepted or whether control measures are in place (i.e., what actions the company takes). The ESG risk that remains after implementing control measures (the "unmanaged ESG risk") results in a specific score.

#### *Policy*

The Fund invests in a company only if it is of the opinion that the financial impact of the sustainability risks faced by that company on the overall portfolio value is low. This is assumed to be the case if MSCI or Sustainalytics does not assign the company the lowest possible score.

#### Government bonds

The Fund may invest in government bonds of Switzerland, the Netherlands and the United States because these countries meet the criteria set out above under the heading 'Solid Government Bonds'. Sustainability risks are not a separate consideration in the selection of maturities or types of bonds issued by these countries because, according to the Fund Manager, sustainability risks for an entire country cannot be properly assessed.

#### **Risk management: 'imagining versus predicting'**

The investment policy is based on the conviction that the future cannot be predicted. Scenario planning will therefore be used when selecting the investments. This means that different ideas of the future are taken into account. In the selection process, core uncertainties are formulated at both country and company level. These form the basis for a number of representations of the future. Based on these scenarios, the various investments are tested for risk. This is an intensive and continuous process.

#### **Regulated markets**

The Fund may invest in financial instruments traded on regulated markets anywhere in the world.

#### **Short-term investments**

Depending on market conditions, it may be decided to place the funds not invested in short-term interest-bearing funds with one or more prudentially supervised financial institutions or to invest in government bonds of Switzerland, the United States and the Netherlands (SUN countries).

#### **Investment restrictions**

The Fund will adhere to the following restrictions in conducting its investment policy:

- Only up to 30% of the net assets can be invested in listed 'specials' which:
  - (i) have a market capitalization of at least EUR 100 million;
  - (ii) are not listed in an emerging market;
- investments may only be made in listed shares and bonds (whereby automatically acquired rights do not have to be sold);
- no more than 10% of the Net Asset Value of the Fund may be invested in gold;
- no debt capital may be raised;
- the Fund may not lend securities.

**Voting behavior in shareholders' meetings of companies in which the Fund invests**

The Investment Manager is deemed to have the shares held by the Legal Owner and the related votes. In principle, the Investment Manager will use the voting rights belonging to the shares held by the Fund. In doing so, the Investment Manager will use the voting rights in support of the realization of the investment objective of the Fund.

**Changes in investment policy or investment restrictions**

The Investment Manager is, at all times, authorized to change the investment policy or the investment restrictions. Changes are announced by email to the Participants and on the Website. Such changes only take effect one month after the announcement.

**4. RISKS**

Interested investors are expected to take note of the risks associated with participating in the Fund. A careful selection of investments and compliance with the investment restrictions do not guarantee positive returns.

The Participant cannot lose more than his investment.

The main risks associated with investing in the Fund are the following:

**Return risk**

The return on the investment in Units over the period from purchase to sale is fixed only at the moment of sale of that investment. The Fund aims to achieve an average return of 7% per year over the long-term, after deduction of all costs. There is no guarantee that this investment objective will be achieved and no return is guaranteed. The value of Units depends, among other things, on the development of the value of the Fund's investments and on the choices made in the implementation of the investment policy. Nor can any guarantee be given that analyses by the Investment Manager of expected developments in the short or longer term are correct. There is a chance that the Participants will receive back less than they have invested.

**General market risk**

The value of the Fund is subject to the risk of overall rises and falls in financial markets.

**Price risk**

Investors should be aware that the market price of the shares and bonds in which the Fund holds positions may fall due to specific circumstances relating to an issuer.

**Currency risks**

The Fund does not hedge currency positions. Investments other than in € can cause fluctuations in the Fund's Net Asset Value, both positive and negative.

**Risk that FBI status will be lost**

A number of conditions apply to the status of fiscal investment institution. If the fund does not comply with these conditions, this may lead to the loss of this status as of January 1 of the year in which the fund is no longer compliant. If the fund does not meet its obligation to pay out the dividends it received (in time), it will already lose this status in the year the

dividends should have been paid out. The loss of the status of fiscal investment institution means that the fund will be subject to Dutch corporation tax and dividend tax at normal rates.

### **Sustainability risks**

Sustainability risk is defined as an environmental, social or governance event or condition that, if it occurs, could cause a materially negative impact on the value of an investment or the potential to have such an impact. In the case of companies, the following aspects may be considered:

Environmental	Climate risks (such as CO2 emissions and their consequences, such as: flooding, temperature increases, drought)
	Environmental risks (such as: nitrogen emissions resulting in declining biodiversity, depletion of raw materials, pollution, waste production)
	Transition risks (risks related to the transition to a lower-carbon and more environmentally friendly economy, such as: changes in climate and environmental policies, changing technology, changing consumer and market sentiment)
Social	Bad treatment of customers
	No good employee policy (poor working conditions)
	Inequality, lack of diversity
Governance	Poor corporate governance (for example: shareholders do not have sufficient say, board composition is not good, board remuneration is too high)
	Corporate conduct (for example: inadequate financial reporting, insufficient fiscal transparency, unethical way of doing business, failure to comply with privacy regulations or other non-compliance)
	Conflicts with stakeholders

When a company is negatively in the news as a result of an environmental or labor issue, this can have a negative effect on the valuation of that company. Another example is that a company decreases in value because it has not sufficiently adapted its business model or operational activities to important developments, such as the transition to a sustainable economy or possible consequences of climate change such as floods.

When a sustainability risk materializes with a particular investment, it will have a negative effect on the value of that investment.

### **Systemic risk**

Global events or activities by one or more large parties in the financial markets may cause the normal functioning of financial markets to be disrupted. This could lead to large losses due to liquidity and counterparty risks created by that disruption.

### **Credit risk**

The value of investments in fixed-income securities is influenced by a positive or negative development of the creditworthiness of the relevant governments.

**Risks of a general economic and political nature**

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

**Concentration risk**

Since investments will only be made in approximately 10 to 20 companies, this may lead to more significant fluctuations in the Net Asset Value of the Fund than if the investments were more diversified. The Fund's strategy may cause the Fund's performance to deviate significantly from world equity indices. This creates specific risks that may be reflected in material differences in the performance of the Fund and the world stock indices in both a positive and negative sense.

**Inflation risk**

This is the risk that the purchasing power of the amount invested in the Fund by the Participant will decrease as a result of monetary depreciation.

**Risk of limited redemptions opportunity**

Units can only be transferred to the Fund. In principle, the Fund is only obliged to buy Units once a month, on a Transaction Day, whereby the Investment Manager is entitled under certain circumstances to suspend redemptions or only partially honor redemption requests (see further paragraph 12: 'Redemption of Units'). This means that between the time when a Participant decides to sell Units and the moment when that can be realized there is a risk of a decrease in value as a result of which the sales proceeds will be lower than if the sales decision could have been executed immediately.

**Liquidity risk**

This is the risk that a position cannot be sold on time at a reasonable price.

**Counterparty risk**

There is a risk that an issuer, a party with which the Fund holds cash or another counterparty may default on its obligations.

**Operational risk**

There is a risk that losses may result from shortcomings in internal processes and systems, human errors or external events.

**Risk that the Depositary does not offer redress**

The Depositary is liable for loss (by the Depositary or a third party to which the custody is transferred) of financial instruments that have been taken in custody unless that liability is transferred with the consent of the Investment Manager. In addition, the Depositary is liable for the consequences of the deliberate or negligent failure to properly fulfill its obligations under the Applicable Regulations. There is a risk that the Depositary will not offer redress.

**Settlement risk**

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



**Risk of changes to (tax) regulations**

This is the risk that the tax treatment of the Fund will change in a negative way or that existing tax or other laws and regulations will arise that will have a negative impact on the Fund and / or its Participants.

**Erosion risk**

If the Fund decreases in size (due to withdrawals and / or a decrease in the value of the investments), the fixed costs of the Fund will weigh more heavily on the (remaining) Participants than when the Fund remains the same or increases in size.

## 5. THE INVESTMENT MANAGER

**The Investment Manager**

The Fund is managed by De Grote Voskuil Capital BV, with its office in Haarlem. The Investment Manager was established on 3 May 2006 and registered in the trade register of the Chamber of Commerce in Apeldoorn under number 08146749. The text of the articles of association is available for inspection at the Investment Manager's office and will be sent to Participants free of charge upon request. The LEI code of the Investment Manager is 724500RO07JNYFXUZG67.

The Investment Manager's main duties and powers are to determine and implement the investment policy and conduct risk management of the Fund. The Investment Manager makes decisions about the investment activities of the Fund.

**The Board of the Investment Manager**

The Board of the Investment Manager consists of Messrs M.T.M van Winden MBA and mr R.J. Engels.

M.T.M. van Winden (1957)

Martien van Winden is responsible within the Board of the Investment Manager for fulfilling the Investment Manager's portfolio management function with regard to the Fund. He has an MBA from Nyenrode Business University. He has been active as an investor for 40 years and has held management positions in this area with companies such as Robeco and Theodoor Gilissen Bankiers. In 2000, at the top of the stock market boom, he published his bestseller on Dutch economic history 'Rijk Blijven'. In this book, he warned about the irrational herd behavior of investors and argued for a move from shares to bonds. In 2001 his book 'The Netherlands, The Treasury of Europe' followed. It dealt with the fortunes of European unification and the introduction of the euro. Even then he warned about the danger of the 'euro experiment'. In 2003, together with Dr. Marius Rietdijk, he published a study on scenario planning: 'Battle for the future'. In 2010 'The Financial Canon of the Netherlands' was published, followed in 2020 by his latest book 'Your age, a goldmine' about the impact of starting to invest at a young age. The English translation was published in 2022. Van Winden is a guest lecturer in strategic management at the Free University Amsterdam and the University of Amsterdam.

R.J. Engels (1958)

Robbert-Jan Engels is responsible within the Board of the Investment Manager for risk management and compliance of the Investment Manager. He studied law at Erasmus University Rotterdam and has held various consultancy and management positions at

companies such as engineering firm Arcadis. Following that, he was director-owner of Fiscaal Raadhuis, a tax consultancy for, among others, the local government. From 1986 to 2005, he was manager and administrator of a family investment fund. In 2006 he set up Beleggingsfonds Hoofbosch with Martien van Winden.

### **Risk management function**

In accordance with the AIFM Directive, the Investment Manager has established a risk management function that implements the Investment Manager's policy to control the risks run by the Fund and the Investment Manager, including those in the operational area. This is anchored in the risk management procedures of the Investment Manager's AO/IC (Administrative Organization and Internal Control) manual. Risk management is reported in the Fund's annual report.

### **Other activities Investment Manager**

At the time of publication of this Prospectus, the Investment Manager does not manage other investment institutions. Should this change, the Participants will be informed of this and will be able to withdraw. The Investment Manager will then bear the cost of the discount referred to in paragraph 12.

### **Limitation of liability**

The Investment Manager is only liable to the Participants for the damage suffered by them as a result of non-compliance with an obligation arising from this Prospectus or from the AIFMD, if and insofar as this damage is the result of intent or gross negligence on the part of the Investment Manager.

### **Equity, coverage of professional liability risk**

The Investment Manager has the equity capital required under the Wft. The professional liability risk is covered by holding additional equity capital, calculated in accordance with Article 14 of the AIFM Regulation.

### **Financial statements and semi-annual financial statements Investment Manager**

The Investment Manager's annual accounts are available for inspection no later than six (6) months after the end of the calendar year at the Investment Manager's offices, where they are available free of charge and they will also be placed on the Website. The interim financial statements are available for inspection no later than nine (9) weeks after June 30 at the Investment Manager's office, where they are available free of charge and they are also placed on the Website.

### **Stepping down as Investment Manager**

The Investment Manager ceases to act as Investment Manager:

- a. at the time of dissolution of the Investment Manager
- b. by voluntary withdrawal;
- c. because his bankruptcy becomes irrevocable, he loses in any way the free management of his assets, including suspension of obligation to service any debts he may have.

If the Investment Manager wishes to terminate the management, the Manager shall convene a meeting of Participants in consultation with the Legal Owner and the Supervisory Board within four (4) weeks after having taken this decision. The Supervisory Board shall make a proposal for the appointment of a new Investment manager.

If the Investment Manager has to terminate the management, the Legal Owner, in consultation with the Supervisory Board, will convene a meeting of Participants within four (4) weeks to appoint a successor.

If the Investment Manager ceases his activities before a successor has been appointed, the Legal Owner appoints, in consultation with the Supervisory Board, an interim Investment Manager who takes over the management until the meeting of Participants has appointed a new Investment Manager.

This meeting may decide to appoint another Investment Manager or to dissolve the Fund. If no dissolution is chosen, but no successor has been appointed two (2) months after the meeting, the Fund will be automatically dissolved, unless the meeting of Participants decides to extend the period referred to. In the event of dissolution, the Fund will be liquidated by a liquidator appointed at the request of the Legal Owner, in accordance with the provisions of paragraph 16 of this Prospectus.

### **Investment Manager unable to carry out duties**

In the event that the management of the Investment Manager is unable to carry out its duties for the Fund for a long time (more than two months), the Legal Ownership consults with the Supervisory Board regarding a convocation for a meeting of Participants to discuss a proposal on how to deal with this situation. This proposal will offer a choice between liquidation of the Fund and one or more alternatives formulated by the Legal Owner.

## **6. THE ADMINISTRATOR**

IQ EQ Financial Services BV, the Administrator, conducts the Fund's financial and investment administration, among other things. In addition, the Administrator calculates the Net Asset Value per Unit and keeps the register of Participants.

The administration of investment funds is one of the Administrator's core activities.

The Depositary, the Administrator and IQ EQ Custody B.V. are three separate subsidiaries of IQ EQ Netherlands N.V. As stated in the Applicable Regulations, the Depositary's duties include protecting the interests of investors. The Administrator acts in a delegated capacity for the Investment Manager and carries out assignments for the Investment Manager. This may be a conflict of interest between the duties of the Administrator and the duties of the Depositary. IQ EQ Custody B.V. provides services for the Legal Owner Foundation. This may result in a conflict of interest between the duties of the Depositary and IQ EQ Custody B.V. The Depositary, the Administrator and IQ EQ Custody BV have separated functionally, hierarchically and physically within IQ EQ Netherlands NV and pursue an active policy to avoid any potential conflict of interest as much as possible.

Under the administration agreement concluded between the Administrator and the Investment Manager, the Administrator is, under supervision of the Investment Manager, inter alia responsible for:

- maintaining the register of Participants (including conducting customer due diligence as referred to in the Money Laundering and Terrorism Financing Prevention Act);
- the administrative processing of issue and redemption of Units;
- preparing and conducting the investment and financial administration of the Fund;

- periodically calculating the net asset value of the Fund and per Unit;
- preparing the numerical part of the (semi) annual accounts of the Fund;
- providing reports, including FATCA and CRS reports to the Dutch tax authorities.

## 7. THE SUPERVISORY BOARD

### **Tasks and powers of the Supervisory Board**

The Investment Manager has a Supervisory Board that:

- ensures that the Investment Manager adheres to (i) the Prospectus; (ii) the risk management policy established in consultation with the Supervisory Board; (iii) the Investment Manager's manual on AO/IC;
- provides solicited and unsolicited advice; and
- is consulted by the Investment Manager as a critical and knowledgeable resource about strategic investment decisions.

This has been further elaborated in regulations agreed by the Supervisory Board with the Investment Manager. In the performance of its duties, the Supervisory Board focuses on the interests of the Investment Manager and the associated company. To this end, the Supervisory Board weighs the eligible interests of the parties involved with the Investment Manager, while also taking into account that the Investment Manager must also act in the interest of Participants.

### **Appointment and term of office**

The members of the Supervisory Board are appointed or reappointed by the Investment Manager.

Appointments are made for a term of 4 (four) years. A member can be reappointed twice for a period of 4 (four) years. In exceptional cases, for example if the Investment Manager does not find a suitable candidate, a final fourth consecutive term is possible. The Supervisory Board keeps track of the meeting schedule.

### **Composition**

The Supervisory Board consists of Messrs Dr. P.M.L. Frentrop and E. van der Maarel MSc.

### **Responsibility and Liability**

Only the Investment Manager is responsible for compliance with the Prospectus. The members of the Supervisory Board are exempt from any liability for their supervision, subject to intent or deliberate recklessness. By entering the Fund, Participants declare that they will never hold the members of the Supervisory Board liable in this regard.

### **Cost**

The costs associated with the Supervisory Board will be borne by the Investment Manager.

## 8. THE DEPOSITARY, THE LEGAL OWNER AND THE CUSTODIAN

### A. THE DEPOSITARY

#### **The depositary**

IQ EQ Depositary BV acts as Depositary of the Fund. This company was established for an indefinite period on 23 October 2013 and is registered with the Chamber of Commerce in Amsterdam under number 59062576. The Depositary is licensed by the AFM to act for investment institutions such as the Fund.

The Depositary's statutory objective is:

- 'a. acting as depositary of assets of investment institutions or collective investment undertakings in securities ('UCITS') as referred to in the Financial Supervision Act (the 'Wft');
- b. performing all activities that are assigned to or are part of the duties of a depositary of an investment institution or a UCIT under or pursuant to the Wft;
- c. outsourcing tasks to third parties insofar as a depositary of an investment institution or UCIT is permitted by or pursuant to the Wft;
- d. providing security in any way in connection with the activities of the depositary of an investment institution or a UCIT for or committing to third-party obligations; and
- e. anything else that is related to or conducive to the foregoing.'

The Depositary is a 100% subsidiary of IQ EQ Netherlands N.V. A license has been granted to IQ EQ Netherlands NV in accordance with the Trust Offices Supervision Act.

#### **Tasks Depositary**

The Depositary must represent the interests of the Participants. Its main duties and powers are:

- custody of the financial instruments of the Fund as referred to in Article 21 paragraph 8 a AIFM Directive and in the AIFM Regulation;
- checking whether the Fund owns assets other than those described above and maintaining the register of those other assets;
- checking whether the Investment Manager complies with the investment policy set out in the Prospectus and any other documents of the Fund;
- checking whether the cash flows of the Fund proceed according to the provisions of Applicable Regulations, the Prospectus, and any other documents of the Fund;
- verifying that in transactions involving the Fund's assets, any proceeds due to the Fund are received within the usual time limits;
- checking that the proceeds received by the Fund are used appropriately and conform to the Applicable Regulations, the Prospectus and any other documents of the Fund;
- checking whether the calculation of the Net Asset Value of the Units is carried out in accordance with the Applicable Regulations and the Prospectus;
- checking whether Participants receive the correct number of Units at issue and whether settlement takes place according to the correct Net Asset Value per Unit at redemption and issue.

The Depositary may only outsource the custodial part of these tasks.

### **Instructions from the Investment Manager**

In the performance of the duties, the Depositary acts in accordance with the instructions of the Investment Manager, unless the instruction is contrary to the Applicable Regulations, the Prospectus or other applicable documents of the Fund.

### **Depositary agreement**

The Investment Manager and the Depositary have entered into a depositary agreement in which the tasks of the Depositary, described in the Applicable Regulations, have been clarified in detail and the means and conditions by which the Investment Manager must enable the Depositary to properly perform the depositary duties are specified. A copy of this agreement can be obtained upon request at a price no higher than cost.

### **Liability Depositary**

Under Dutch law, the Depositary is liable to the Fund for damage suffered by the Fund as a result of failure to properly fulfill obligations under the Applicable Regulations due to intent or negligence.

The Depositary has the liability to the Fund for loss of financial instruments in custody belonging to the Fund transferred to the Custodian with the consent of the Investment Manager and the Legal Owner.

In the event of the Depositary's liability, the Depositary must compensate the Fund for the damage suffered. If this does not happen, the Participants are entitled to file a claim against the Depositary. A claim must be submitted in writing to the Investment Manager, who will then take the necessary action against the Depositary (at the expense and risk of the Fund). If the Investment Manager concludes that the Depositary is not liable, he will notify the Participants in writing. Participants who disagree with that opinion are entitled to file a claim against the Depositary (at their own expense and risk). If, for whatever reason, the Investment Manager does not take the requested measures against the Depositary, or does not do this adequately or expeditiously, the Participants are entitled to take those measures themselves.

If there is a change in the Depositary's liability, as stated in this Prospectus, the Participants will be informed.

### **Depositary's equity, Depositary annual accounts, articles of association**

The Depositary has the equity capital required under the Wft. The financial year of the Depositary is equal to the calendar year. Within six (6) months after the end of each financial year, the annual report and the financial statements are drawn up, audited by an accountant and filed with the Chamber of Commerce.

### **Depositary not affiliated with the Investment Manager**

Because the Depositary is in no way affiliated with the Investment Manager, the independence of the Depositary from the Investment Manager is guaranteed.

### **Dealing with conflicts of interest**

The Depositary, the Administrator and IQ EQ Custody BV are three separate subsidiaries of IQ EQ Netherlands NV. As stated in the Applicable Regulations, the Depositary's task is, among other things, to represent the interests of the Participants. The Administrator acts,

with delegated authority, on behalf of the Investment Manager and carries out assignments on behalf of the Investment Manager. As a result, a conflict of interest could arise between the functions of the Administrator and the functions of the Depositary. IQ EQ Custody B.V. provides services for the Legal Owner. As a result, a conflict of interest could arise between the duties of the Depositary and IQ EQ Custody BV. The Depositary, the Administrator and IQ EQ Custody B.V. have functional, hierarchical and physical separation within IQ EQ Netherlands NV and pursue an active policy to avoid conflicts of interest to the extent possible.

### **Withdrawal of the Depositary**

If the Depositary has announced that it wishes to terminate its activities or if the Investment Manager determines that the Depositary is no longer able to perform the depositary duties, the Investment Manager will appoint a new depositary as soon as possible. During the period that no new Depositary has been appointed, the Depositary will continue to perform its duties. If three (3) months after termination of the agreement with the Custodian no new custodian has been appointed, the Investment Manager will, upon request by the depositary, promptly organize a meeting of Participants to discuss the termination of the relationship with the Depositary and the resulting consequences. If the Participants subsequently decide to dissolve the Fund, the Fund will be liquidated in accordance with the provisions of paragraph 16 of this Prospectus. It has been agreed with the Depositary that it will continue to fulfill its role until a new depositary has been appointed.

## **B. THE LEGAL OWNER**

### **The Legal Owner**

The Legal Owner is the Stichting Juridisch Eigendom Hoofbosch Beleggingsfonds. This entity was founded for an indefinite time on February 1, 2007 and is registered with the Chamber of Commerce Amsterdam under number 34,266,306.

The sole legal purpose of the Legal Owner is to act as legal owner of the Fund's assets and liabilities on behalf of the Participants.

### **Board Legal Owner**

The board of the Legal Owner is formed by IQ EQ Custody B.V.

### **Legal owner of the Fund's assets**

The Legal Owner is the legal owner of all assets belonging to the Fund. All assets that are or will be part of the Fund are acquired in their own name by the Legal Owner, at the expense and risk of the Participants. The Legal Owner only acts in the interest of the Participants. The Legal Owner: (i) may only exercise his rights with regard to the assets of the Fund together with the Investment Manager and the Depositary; (ii) grants the Investment Manager power of attorney to make use of the assets of the Fund in the context of normal management activities.

### **Legal holder of the Fund's obligations**

Obligations that form or become part of the Fund are entered into in the name of the Legal Owner, explicitly mentioning that the Legal Owner acts on behalf of the Fund. The Legal Owner cannot represent the Participants.

**Liability**

The Legal Owner is only liable for damage suffered by Participants if, and insofar as, the damage is the result of improper fulfillment of its obligations as a result of intent or negligence.

**C. THE CUSTODIAN**

The Custodian is entrusted with the safekeeping of the Fund's financial instruments in the four countries in which the Fund invests (the Netherlands, France, Switzerland and the United States) and, in accordance with the AIFM Directive, is liable to the Fund and its Participants for loss of certain financial instruments.

In the event of such a loss, the Custodian will promptly return a financial instrument of the same type or an equivalent amount to the Fund. If this does not happen, the Investment Manager and the Depositary are entitled to file a claim against the Custodian on behalf of the Fund. For investments in countries other than the aforementioned four countries, the Custodian is only liable for the careful selection and monitoring of the local sub-custodian. The Depositary remains liable for the loss of financial instruments by that sub-custodian.

Furthermore, the Custodian is liable for damage resulting from negligence, intent, serious misconduct or fraud in the performance of its work.

All this is laid down in a "Custody Delegation Agreement" concluded between the Depositary, the Legal Owner, the Investment Manager and the Custodian. This agreement also contains the usual provisions for similar agreements, including indemnification of the Custodian by the Fund against certain costs / damage incurred by the Custodian in the normal performance of its duties but for which the Custodian should not be liable according to the Custodian under the agreement. If there is a change in the liability of the Custodian, as stated in this Prospectus, the Participants are informed.

**9. PARTICIPANTS, REGISTER, MEETINGS****A. PARTICIPANTS****Rights of Participants to the fund's assets**

Each Participant is economically entitled to the assets of the Fund in proportion to the number of Units held by him or her.

**Liability Participants**

Acquisition of Units only creates rights of the Participant with regard to the Fund and not with respect to other Participants. Participants are not liable for the obligations of the Investment Manager, the Depositary or the Legal Owner. They are also not liable for any losses of the Fund insofar as they exceed the amount of the contributions paid or still to be paid for their Units.

**Equal treatment of Participants**

The Fund treats Participants in similar circumstances equally. However, the Investment Manager may for commercial reasons agree with a Participant that he or she (when



participating above a certain amount) will receive a fee, to be paid by the Investment Manager, which consists of: (i) a percentage of the surcharge paid to the Fund upon entry over the invested amount; and/or (ii) a percentage of the sum paid on exit; or part of the fixed management fee received by the Investment Manager on the amount deposited by the Participant. Such agreements may not have an adverse effect on the Fund or other Participants and must be approved by the Supervisory Board.

### **Fair treatment of Participants**

The Fund Investment Manager will consider, in all decision-making—whether the consequences of the decision may be unfair with regard to the Participants and whether they are in line with both the Prospectus and what the Participants may reasonably expect on the basis thereof and on the basis of the Applicable Regulations.

## **B. REGISTER OF PARTICIPANTS**

The Administrator maintains a register, in electronic or other form, for the Investment Manager, which includes the names and addresses of the Participants (as amended from time to time) (the "Register"). With regard to each Participant, the Register will state: (i) the number of Units held; (ii) the bank account number of the Participant on which he or she wishes to receive payments from the Fund.

A Participant will immediately report any changes to the aforementioned information to the Administrator. The Register is updated by the Administrator after each issue and redemption of Units. A Participant may peruse the data concerning his or her participation on the part of the Website intended for that participant.

Payment by the Fund to the bank account specified in the Register discharges the Fund and the Participant in question grants the Fund discharge in advance.

## **C. MEETINGS**

### **Meetings**

A meeting of Participants is held at the request of (i) the Investment Manager or the Legal Owner; or (ii) the Supervisory Board; or (iii) Participants who together hold at least forty (40%) of the total number of Units. In any event, a meeting of Participants is held annually after the publication of the audited financial statements of the Fund. This meeting (the 'annual meeting ') will take place no later than six months after the end of the financial year.

### **Notice and agenda**

The Investment Manager will convene a meeting of Participants and determine the agenda for the meeting. The announcement will be made no later than fifteen days before the meeting, stating the agenda items.

### **Addition to the agenda**

Participants who together hold at least forty percent (40%) of the total number of Units may request that the Investment Manager adds items to the agenda. A written request to this effect must be received by the Investment Manager no later than eight (8) days before the meeting. The Investment Manager must report these subjects to the Participants no later than five (5) days before the meeting.

**Non-Participants present at a meeting**

The directors of the Investment Manager and the Legal Owner and the members of the Supervisory Board are invited to attend meetings of Participants and have the right to speak. The accountant and the Depositary may be invited by the Investment Manager or the Legal Owner to attend the meeting. The chairman may allow third parties to (partially) attend the meeting and speak at the meeting.

**Location of meetings**

Meetings are held in the Netherlands at a location to be determined by the Investment Manager. If the rules regarding the convening notice and the place of the meeting have not been observed, valid decisions can still be taken if all Participants: (i) are present or represented at the meeting; and (ii) make the same decision.

**Chair of the meeting**

The meeting is chaired by a director of the Investment Manager. If none of the directors of the Investment Manager is present, a member of the Supervisory Board chairs the meeting. If there is no director and no Supervisory Board member present, the meeting attendees appoint a chairman. The chairman of the meeting appoints a secretary.

**Quorum required**

In a meeting of Participants, decisions can only be taken if at least fifty percent (50%) of all issued Units are represented. If at least fifty percent (50%) of all issued Units are not represented in a meeting, a second meeting is convened, to be held no later than two weeks after the first meeting. Irrespective of the number of Units represented at the second meeting, a valid decision can be taken at that meeting about the proposals on the agenda for the first meeting.

**Voting rights, representation**

Each entire Unit gives the right to one vote. Decisions of the meeting of Participants are taken by an absolute majority of the votes cast. Blank votes and invalid votes are considered not to have been cast. In the event of a tie, the chairman of the meeting has a casting vote. The chairman of the meeting determines the manner of voting.

**Representation**

A Participant wishing to appoint a representative should do so in writing.

**Reporting**

The secretary of the meeting takes minutes of meetings in which decisions are requested from the Participants. The minutes are (by signing them) approved by the chairman and the secretary.

**Digital meeting**

If physical meetings are not possible, for example due to government measures, the Investment Manager can decide to hold the meeting digitally, via a live stream that may only be used by the Participant. In that case, the rules that apply to a physical meeting are valid. Participants can ask questions before the meeting (by email) and also during the meeting (via a chat function). If possible, these questions will be answered during the meeting as much as possible and otherwise after the meeting (by email).

## 10. DETERMINATION OF NET ASSET VALUE PER UNIT

### **Monthly calculation by the Administrator**

The net asset value per Unit in €, is calculated by the Administrator on the first business day of each month, on the basis of the closing rates of the last business day of the preceding month (the Valuation day). This is done by dividing the value of the assets, including the balance of income and expenses, less liabilities, by the number of outstanding Units. This takes into account prepaid costs, costs, costs still to pay and fees, interest still to be received and a reservation for performance fees. The Investment Manager subsequently determines the Net Asset Value per Unit, no later than the third business day of the month, and publishes it on the Website.

### **Valuation of assets and liabilities**

The valuation of assets and liabilities takes place as follows:

- listed securities are valued at the most recent official stock price (closing price) of the Valuation Day (or, if a stock exchange was closed on that day, the previous day on which the stock exchange was open);
- cash and deposits that are immediately due and payable are valued at nominal value;
- in the absence of a stock market price, all other investments are valued by the Investment Manager on the basis of generally accepted valuation principles (fair value);
- assets and liabilities denominated in foreign currency are converted to € at the exchange rate on the last Business Day preceding the Valuation Day;
- other assets and liabilities are valued at nominal value.

### **Suspension of determination of Net Asset Value**

The Investment Manager may temporarily suspend the determination of the Net Asset Value in the following cases:

- one or more stock exchanges or markets in which a significant proportion of the Fund's investments is listed or traded are closed or trading in the Fund's investments is restricted or suspended;
- circumstances arise (outside the sphere of influence of the Investment Manager) that are directly or indirectly related to the political, economic, military or monetary situations that prevent the determination of the value of the Fund;
- the means of communication or calculation facilities normally used to determine the value of the Fund no longer function, or for some other reason the value cannot be determined at the speed or accuracy desired by the Investment Manager;
- according to the Investment Manager, there is an emergency, which makes it ineffective or impossible to dispose of or value the investments without seriously damaging the interests of the Participants.

### **Compensation Participants in the event of incorrect calculation Net Asset Value**

If it is established that the Net Asset Value has not been correctly determined, the Investment Manager compensates disadvantaged Participants that have joined or left the Fund and the sitting Participants, where applicable, for actual damage suffered if:

- (i) the error has been made by the Investment Manager or the Administrator;
- (ii) the difference between the applied and the correct Net Asset Value is more than 1%;

- (iii) the disadvantage for the Participant in question is at least € 250; and
- (iv) the error was not made more than three (3) months before the discovery.

If the Fund has (wrongly) benefited from this situation, the Investment Manager may recover amounts paid by him to Participants from the Fund, up to the amount of that benefit.

## 11. ISSUE OF UNITS

### **Minimum participation**

The minimum amount for participation is € 100,000 for investors who participate directly. (When participating as a natural person as well as through a personal holding company, these interests may be added together to determine whether this requirement is met) Subsequent deposits must amount to at least € 5,000. An exception is made for legally recognized children and grandchildren of Participants that participate for at least € 100,000, for participants in the former "Familiefonds De Grote Voskuil" and for the staff of the Investment Manager. They may participate for € 25,000 or more, and their subsequent deposits must also amount to at least € 5,000.

### **Issuing Units**

The Fund issues Units on each Transaction Day upon request at the Net Asset Value per Unit on the preceding Valuation Day. No fee is due for this. The Investment Manager pays the Fund a fee equal to 0.15% of the amount paid by a Participant, to cover the costs, paid by the Fund, for the administrative processing of the deposit and the execution of securities transactions for the investment of the deposited funds.

### **First request for Units (no later than 2 Business Days before Transaction Day), form, Website**

An initial request for the issue of Units must have reached the Administrator no later than two ( 2 ) Business Days prior to the intended Transaction Day. The request must be made using the Website, which is accessible via the Website, or by using a form available from the Administrator. By signing a request to issue Units, a Participant agrees to be bound by the content of the Prospectus.

In case of a subsequent deposit, no request to issue has to be made, the relevant amount must then be received no later than the Business Day before the intended Transaction Day.

### **Client investigation as referred to in the Wwft**

#### General

Before a (legal) person is admitted to the Fund, the Investment Manager conducts a customer due diligence investigation as referred to in the Wwft.. The information provided at registration is used as the basis for this investigation.

#### Client survey if a (custody company of a) bank is a Participant

If (the custody company of) a bank participates in the Fund for the benefit of certain customers of that bank ("Bank customers") and holds Units in its own name (hereinafter: a "Bank Participant"), those Bank customers are not always known to the Investment Manager. In that case, the Investment Manager is unable to conduct a client survey as referred to in the wft with regard to those Bank customers. In such cases, a check by the

Investment Manager whether the relevant Bank-Participant has adequate procedures in the area of customer due diligence that meet the requirements set by the wft is performed. As a result of its accession to the Fund, the Bank Participant agrees to cooperate with customer due diligence carried out by the Investment Manager if the latter can demonstrate that the AFM or DNB have explicitly requested this in writing. By participating through the Bank Participant, the Bank customers give permission to the Bank Participant to provide the Investment Manager with the information it deems necessary in its reasonable opinion.

### **FATCA and CRS**

A Participant in the Fund must, upon first request, provide the Investment Manager with the information the latter deems reasonable in order to comply with its obligation under FATCA (Foreign Account Tax Compliance Act) and CRS (Common Reporting Standard). The Fund is designated as a Foreign Financial Institution ('FFI') under FATCA and is required to report annually on the interests of US Persons. Reporting is done (based on an agreement between the Netherlands and the US) through the Dutch tax authorities as part of existing procedures for exchange of information. Under CRS, the Fund must comply with annual reporting obligations to the Dutch tax authorities and the Fund must identify Participants and identify the country in which they reside for tax purposes.

Upon joining the Fund, the Participant shall submit the necessary information (listed in the subscription form) to enable the Fund to meet its obligations under FATCA and CRS.

### **Deposit (no later than Valuation Day)**

Payment for Units may only be made from a cash account in the name of the Participant at a financial institution registered in a member state of the European Union or the European Economic Area for which derived identification is permitted under the Money Laundering and Terrorist Financing Prevention Act. Deposits must be credited to the Legal Owner account by a Valuation Day at the latest. No interest is paid on the period between the payment and the issue of the Units. The interest received accrues to the Fund.

### **Determination of the number of Units, fractions to be issued**

The number of Units allocated is equal to:

- (i) the amount deposited divided by
- (ii) the Net Asset Value of a Unit on the relevant Transaction Day.

Fractions of Units may be issued to four (4) decimal places.

### **Confirmation**

The Administrator will send the Participant confirmation of the number of Units allocated within five (5) Business Days after establishing the Net Asset Value.

### **Refusal to issue**

The Investment Manager can refuse requests for issue if:

- a. the Administrator has suspended the calculation of the Net Asset Value;
- b. the Investment Manager believes that the issue would be contrary to a legal provision;
- c. the application of the legally required 'Know Your Customer' procedure gives cause for this in the opinion of the Investment Manager;
- d. the Investment Manager believes that (i) It can reasonably be expected that the grant of Unit(s) will result in a disproportionately negative effect on the interests

of the majority of existing Participants; or (ii) investment of the amount to be received by the allocation of Units is irresponsible or impossible in view of market conditions.

Furthermore, the Investment Manager is at all times entitled to refuse issue in individual cases, without stating reasons.

In the event of refusal, the Investment Manager will inform the relevant (legal) person thereof within a reasonable period of time, and any monies already received will be returned as soon as possible.

#### **Limiting or ceasing issuance due to Portfolio size ('soft close' and 'hard close')**

If the Investment Manager is of the opinion that a further increase in the size of the Fund will lead to a reduced return, the Investment Manager can decide to refuse the issue of Units to new Participants for a period to be determined by the Investment Manager (a so-called 'soft close'). In that case, issue to existing Participants remains possible. However, if the Fund still grows too fast in size, it may be decided not to honor the issue requests from existing Participants (a so-called 'hard close'). In both cases, the redemption of Units will not be suspended.

## **12. REDEMPTION OF UNITS**

### **Redemption**

Unless redemption is suspended (see below under 'Suspension of redemption'), the Fund will purchase Units on each Transaction Day at the Net Asset Value per Unit as of the preceding Valuation Day (the 'redemption value'), less a discount of a maximum of 1% if redemption takes place within one year after the relevant Units have been acquired. If redemption takes place later, a discount of up to 0,65% will be charged. Part of this discount equal to 0.15% of the redemption value will go to the Fund (to cover the transaction and withdrawal costs to be incurred by the Fund in connection with the redemption). The remainder is the fee payable to the Investment Manager for the redemption ('the exit fee'). The cost discount and the exit fee will be deducted from the amount to be received by the Participant. The Investment Manager may waive all or part of the pay due to him. Redemption takes place at the expense of the Fund's assets.

### **Redemption request (no later than 10 Business Days before Transaction Date), form**

The Investment Manager or the Administrator must have received a request for redemption no later than ten (10) Business Days prior to the desired Transaction Day.

A request for redemption must be expressed in € or in Units specified up to a maximum of four (4) decimal places. Partial withdrawal is only permitted if the Participant subsequently holds a minimum of € 100,000 in Units (€ 25,000 if it concerns a legally recognized child or grandchild of a Participant or a participant in the former "Familiefonds De Grote Voskuil" who is allowed to participate for € 25,000 or more). Whether that is the case is determined at the time of receipt of the request by the Investment Manager. The Net Asset Value of Units offered for redemption must amount to at least € 5,000.

The request must be made by using a special form, which is available through the Website and from the Investment Manager.

### **Payment purchase price**

The purchase price (the net asset value of the purchased Units minus the reduction and the exit fee) will be paid within five (5) business days after redemption to the respective Participant to the bank account known to the Administrator.

### **Suspension of redemption**

The Investment Manager can suspend the granting of requests for redemption if:

- a. the Administrator has suspended the calculation of the Net Asset Value;
- b. the Fund Investment Manager believes that purchasing would be contrary to a legal provision;
- c. the Investment Manager is of the opinion that a circumstance arises in which it can reasonably be expected that continuation of the redemption of Units may result in disproportionate damage to the interests of the majority of the existing Participants. Such a circumstance may be that the sale of investments required for redemption, in view of market conditions, is irresponsible towards the remaining Participants, or proves impossible.

At the Participant's request, in the event of suspension, with the prior consent of the Supervisory Board and the Depositary, the Investment Manager may pay an advance on the estimated purchase price. The remainder of the redemption will subsequently be paid within five (5) business days after the termination of the suspension.

### **Unilateral decision Investment Manager to redeem**

#### General

The Investment Manager may unilaterally decide to purchase all Units held by a Participant in the event of any actions by that Participant in violation of legal provisions or the provisions of the Prospectus, or if, in view of the interest of the Fund, continuation of the relationship in cannot reasonably be asked of the Investment Manager.

#### Partial Repurchase to Preserve FBI Status

The Investment Manager may unilaterally decide to repurchase (a portion of) the Units held by a Participant if, in the Investment Manager's judgment, this is necessary to maintain the status of a fiscal investment institution as referred to in Article 28 of the Corporate Income Tax Act 1969. This may occur if the Participant's interest becomes (or is at risk of becoming) larger than permitted by the conditions applicable to maintaining the FBI status (refer to Section 14, 'Tax Aspects,' for a description of those conditions).

### **Transfer of Units**

Units can be transferred to:

- (i) the Fund (for repurchase);
- (ii) if the Participant is a natural person: (i) blood relatives and relatives by marriage in the direct line; (ii) a legal entity of which the Participant is a 100% shareholder;
- (iii) if the Participant is a legal entity: the 100% shareholder or 100% holder of share certificates in that legal entity.

The Participant wishing to transfer Units to someone other than the Fund must demonstrate that the recipient belongs to the categories as described under (ii) or (iii). Transfers to parties other than the Fund can only take place after the client due diligence as described in Section 11 of the Prospectus has been conducted on the party to whom the Participant intends to transfer, and no objections have been found in that investigation. In the case of transfer to a (legal) person who is not yet a Participant, a fee will be payable equal to the costs of assessing and processing the transfer request and the client due diligence costs as required by the Wwft.

Units cannot be encumbered with limited rights or similar rights.

### **Sufficient guarantees for compliance with the obligation to redeem**

In the event of redemption of Units, the Investment Manager (if and insofar as more Units are purchased than issued on the day of redemption) will sell sufficient investments of the Fund to be able to pay the amounts due. The Fund has monthly subscription and redemption whereby the request for redemption must be received by the Administrator or the Investment Manager at least ten (10) Business Days before the desired Transaction Day. This period provides sufficient guarantees to comply with the obligation to purchase and to pay the amounts due for this purpose, except in the event of legal provisions that prohibit this or when purchasing is suspended as provided in this Prospectus. The Investment Manager pursues such a policy with regard to the liquidity risk of the investments that, under normal circumstances, they can be realized without significant price effects.

### **Manage investment liquidity risks**

When Units are purchased, investments (if insufficient cash is available) will have to be sold in order to be able to pay the purchase price. If these investments are not sufficiently liquid, price drops may take place as a result of the sale. The Investment Manager tries to prevent this, as far as possible, by pursuing a policy that the portfolio should not contain an investment that is not liquid enough to be fully sold within ten (10) business days without a price effect. The Investment Manager periodically checks whether the investments still meet this criterion and, if that is no longer the case, takes appropriate measures.

## **13. FEES AND EXPENSES**

### One-off costs (charged to the individual Participant)

#### **Cost of issue**

No costs are charged for the issue of Units. The Investment Manager pays a fee to the Fund for the costs incurred. (See paragraph 11, 'Issue of Units'.)

#### **Exit costs (compensation by Participant to the Investment Manager and the Fund)**

The costs for the redemption of Units amount to 1% of the value of the Units offered for redemption (the 'redemption value') if redemption takes place within one year after the relevant Units have been acquired and a 0,65% if redemption takes place later. Of the discount charged, a part equal to 0.15% of the redemption value will go to the Fund, to



cover transaction costs and other costs associated with the redemption) the remainder to the Investment Manager. (See paragraph 12 'Redemption of Units'.)

#### Ongoing charges (charged to the Fund)

##### **General**

The charges and fees listed below which are not expressed as a percentage of the Net Asset Value of the Fund but are presented as an amount, may be subject to change due to the application of indexation clauses or rate increases. The Manager does not regard such an increase as a change in the conditions that must be communicated to the Participants and to which the period referred to in paragraph 18 applies, unless it concerns an increase of more than 0.1% of the Net Asset Value .

##### **A. Management fees**

- (i) A fixed management fee of 1.3% annually calculated per month on the Net Asset Value as of the last day of the previous calendar month, to be paid monthly in arrears.
- (ii) A performance fee that is retrospectively determined and payable at the beginning of the following calendar year. This fee corresponds to:

10% of  $[(A + B) - C]$  the "Increase in value", multiplied by the number of Units outstanding at the end of the year.

The following applies:

- (a) A = the Participation value at the end of the year;  
B = the gross dividend paid out per Participation in that year;  
C = the Participation value at the beginning of the year.
- (b) there is only a right to performance fee
  - (i) if and to the extent that the Value Increase is greater than 7% (the "hurdle"); and
  - (ii) the Participation value plus the gross dividend paid out per Participation at the end of the year is higher than the "High-watermark" (the highest Participation value at the end of a previous calendar year, plus the gross dividend paid out per Participation in that year)

The performance fee is charged to the Fund as a whole and is not calculated on the basis of the increase or decrease in value of individual Participations. This means that if a Participant has entered at a time when the Participation Value is lower than the High Watermark, he does not pay a performance fee on the increase in value of the acquired Participations up to the High Watermark (the so-called 'free ride').

The reservation for the performance fee is made in the monthly calculation of the Net Asset Value. In the event of the purchase of Participations and there is a reservation for the performance fee, the part of that reservation relating to the purchased Participations is paid out by the Fund to the Investment Manager.

Below are a few examples for clarification.

#### Example 1

The High Watermark is € 115. The Participation Value has increased from € 100 to € 110 in a calendar year, and € 2 per Participation has been paid out in gross dividend during the year. The increase in value is therefore 12%, more than the Hurdle of 7%. In principle, therefore, there is a right to a performance fee. However, because the Participation value at the end of the year plus dividend (€ 112) is lower than the High-watermark (€ 115) this right is void.

#### Example 2

The High-watermark is € 105. The Participation value has increased from € 100 to € 110 in a calendar year, € 2 per Participation has been paid out in gross dividend during the year. The increase in value is therefore 12%, more than the Hurdle of 7%. There is a right to a performance fee, because the Participation value plus dividend at the end of the year (€ 112) is higher than the High-watermark (€ 105). The performance fee compensation amounts to: 10% of € 5 (the increase in value of € 12 minus the hurdle of € 7) = € 0.50 x the number of Participations outstanding at the end of that calendar year.

No VAT is due on these fees.

The Investment Manager is entitled to adjust the percentage of the fixed management fee and/or the performance fee to the prevailing market rates and changed circumstances. In the event of an increase, this will only come into effect one (1) month after the change has been announced to the Participants' address and on the Website. During this period, Participants can exit under the existing conditions.

### **B. Depositary Fee**

The Custodian receives an annual fee of € 23.119 excluding VAT, plus 0.0125% of the Net Asset Value of the Fund from the Fund for its activities..

### **C. Legal Owner Fee**

The Legal Owner is entitled to compensation of € 15,000 per year (excluding VAT).

### **D. Administrator Fee**

For the administration of the Fund's assets, the Administrator receives an annual fee from the Fund amounting to 0.02% of the fund assets up to € 100,000,000 and 0.015% for the excess. In addition, the Administrator receives an annual fee per Participant per year to keep an administration of all Participants. The Administrator also receives a fixed fee for communications to Participants on an annual basis and a fixed fee for work on the Fund's annual accounts, reports for the supervisory authorities and work in relation to the fiscal status of the Fund. In total these fees, on which no VAT is due, amount to approximately 0.05% of the Fund's assets.

### **E. Costs related to implementation of investment policy**

#### Transaction costs

The transaction costs are discounted in the buying or selling price and are therefore not charged separately to the Fund.

#### Custody fee, costs of payment transactions

Custody fees and the costs of payment and settlement transactions (settlements) are borne by the Fund.

#### **F. Accountant fees**

The audit fees amount to approximately 0.01% of the fund assets on an annual basis.

#### **G. Supervision costs**

This concerns the costs of supervision by the AFM and DNB. For a fund size of 300 million Euros, these costs amount to approximately 0.01% of the fund assets on an annual basis. This percentage will be lower with larger fund assets.

#### **H. Other costs**

The Investment Manager strives, barring unforeseen circumstances, to ensure that other costs do not exceed 0.05% on an annual basis of the fund assets. This concerns costs related to, among other things: costs of filing returns for corporation tax and dividend tax, costs of maintaining the key information document up to date, costs of calling and holding Participant meetings and any costs for legal and tax advice.

#### **Reservation for costs**

In principle, the reservation for all the aforementioned costs and fees is made monthly from the Fund's assets.

#### **Current Cost Ratio (LKR)**

The annual and semi-annual reports and the key information document state the Current Cost Ratio of the Fund, which provides insight into the total cost level of the Fund (excluding transaction costs and costs of entry and exit in favor of the Fund and the Administrator). The LKR is calculated in the manner prescribed in the regulations.

With an (unchanged) fund size of €300 million, it is expected (based on a number of assumptions) that the current charges as a percentage of the fund size on an annual basis will be approximately (including VAT, if due):

	<b>Cost item</b>	<b>Amount</b>	<b>%</b>
A	Management fee	3,900,000	1.30%
B	Depositary	71,000	0.02%
C	Legal Owner	34,000	0.01%
D	Administrator	230.000	0.08%
E	Implementation of investment policy	115,000	0.04%
F	Accountant	48,000	0.02%
G	Supervision	35,000	0.01%
H	Other costs	70,000	0.02%
	<b>Total costs</b>	<b>4.503.000</b>	<b>1.50%</b>

A potential performance fee has not been taken into account in this setup.

**Costs that are for the account of the Investment Manager**

The following costs are paid from the account of the Investment Manager:

- personnel costs of the Investment Manager;
- costs of the Supervisory Board;
- costs of IT and data systems;
- housing costs;
- marketing costs;
- research costs;
- all other costs that are necessary for the proper functioning of the Investment Manager.

**Sales tax**

Some fees and costs (such as the fees of the Investment Manager and the fees of the Administrator) are exempt from sales tax. Should sales tax be due on this in the future, it will be paid from the account of the Fund.

**14. TAX ASPECTS**

The summary below of certain Dutch tax consequences is based on the legislation and case law in force on the issue date of this Prospectus. Changes in the law, the interpretation of the law and the subsequent application of the law may, with or without retroactive effect, affect the described tax consequences. The summary is of a general nature, limited only to Dutch income tax, corporate income tax, value-added tax and dividend tax and is not intended to provide a full description of all tax consequences that are relevant to a Participant. Nor is the summary intended to provide a treatment of the tax consequences for all different types of Participants. Participants are strongly advised to contact their tax adviser regarding the tax treatment of the Units they will hold in the Fund before taking part.

**FISCAL POSITION OF THE FUND****Corporate Tax**

As of January 1, 2023, the Fund is liable for corporate tax and is required to withhold dividend tax. The Fund aims to comply with the rules for fiscal investment institutions as defined in Article 28 of the Corporate Income Tax Act 1969. Under these rules, the Fund's income is subject to a corporate tax rate of 0%, provided certain conditions are met.

One of these conditions is that the Fund's purpose and actual activities must consist of investing capital. Furthermore, there is a requirement that the profit available for distribution must be paid to Participants within eight months after the end of the fiscal year (the so-called "distribution obligation"). Gains on securities and related currency exchange differences are generally processed within the so-called reinvestment reserve in the capital and, as a result, do not need to be distributed. Some of the costs associated with managing investments must be deducted from the reinvestment reserve.

There are also requirements regarding the participants in the Fund (the Participants). A legal entity subject to any form of profit-based taxation or two or more connected legal entities collectively may not, in principle, hold a stake of 45% or more in the Fund. Furthermore, a natural person may not hold a stake of 25% or more in the Fund. Similarly,

a stake of 25% or more in the Fund may not be held by entities located in the Netherlands participating in the Fund through foreign common funds and/or joint stock companies.

### **Dividend Tax**

The Fund will be liable for dividend tax as of 1 January 2023 and will in principle have to withhold dividend tax on dividends to be paid out as of that date, even if dividend distribution takes place on the basis of the pass-through obligation. The dividend tax rate is 15%.

The Fund may apply a tax credit to the dividend tax it has to remit. This tax credit is granted up to the amount of Dutch dividend tax and foreign withholding tax withheld on dividend payments received by the Fund, up to a maximum of 15 percent. To the extent that more Dutch dividend tax and foreign withholding tax have been withheld on dividend payments to the Fund than the Fund has withheld on its own dividend payments, this excess can generally be carried forward to subsequent years and possibly used for the tax credit.

No tax credit is granted for foreign withholding tax with regard to dividend tax withheld by the Fund to the extent that Participants can claim (partial) refund of dividend tax from the Dutch tax authorities based on a tax treaty or the Dutch regime for tax-exempt entities.

### **Recovery of Withholding Tax**

The Fund aims to be an investment fund with the status of a fiscal investment institution as defined in Article 28 of the Corporate Income Tax Act 1969. This results in the Fund being eligible for the application of withholding tax rates that the Netherlands has agreed upon in tax treaties with other countries. As a result, the Fund can benefit from more favorable treaty withholding tax rates that the Netherlands has negotiated.

The Fund receives dividends from the Netherlands, the United States of America (hereinafter: the "US,"), Switzerland, France and Denmark.. Dividend tax is withheld on these dividends (taxation at source, hence the term "withholding tax"). In the Netherlands, the withholding tax on dividends is 15%, in Switzerland 35%, in the US 30%, in France 25% and in Denmark 27%. The Netherlands has concluded tax treaties with Switzerland, France, Denmark and the US, under which the Fund can generally reclaim withholding tax in excess of 15%, subject to the applicable conditions. In the US, France and Denmark, the favorable treaty withholding tax rate can be applied at the time of payment in accordance with the tax treaty with the Netherlands (15%), provided the relevant requirements are met. In Switzerland, the more favorable treaty withholding tax rate is not applied directly upon payment but rather the country's higher standard rate (as if no tax treaty were in place) is withheld. Therefore, excess withholding tax (for Switzerland, 20% of the gross dividend amount) can be reclaimed by the Fund, although the amount of the refund may be limited to the percentage of Participations held by tax residents of the Netherlands.

The Custodian, on behalf of the Fund, ensures compliance with the withholding tax requirements at the treaty rate or the recovery of excess withholding tax.

### **Value Added Tax (VAT)**

The fee for managing the Fund's assets is exempt from value-added tax (VAT).

## TAX POSITION OF PARTICIPANTS

### **Participants Residing or Established in the Netherlands**

#### Natural Persons

The participation in the Fund of a Participant who is a natural person who does not belong to a company or an activity and who does not have a substantial interest in the Fund, is in principle taxed in box 3 for income tax purposes. The Participation is generally subject to taxation based on a flat-rate return regardless of the actual income realized (including capital gains) and is then taxed at a rate of 36% (2024). This rate is expected to remain the same in 2025. The flat-rate return in box 3 is currently (2024) determined on the basis of return percentages on a distribution of the assets over the categories bank deposits (1.03%), investments and other assets (6.04%) and debts (2.47%). It is possible to object to the current system that taxes flat-rate returns and to request to be taxed on actual returns instead. Consult your tax advisor for more information about this.

(More information can be found at [www.belastingdienst.nl](http://www.belastingdienst.nl).)

If a Participant (together with their spouse or one of the blood or marital relatives in the direct line of the taxpayer or his or her partner) holds 5% or more of the outstanding Units, their participation is subject to taxation in Box 2.

Domestically tax-resident Participants in the Netherlands can offset Dutch dividend tax through their tax return. The withheld dividend tax, which does not need to be remitted to the tax authorities by the Fund due to the aforementioned tax credit, is generally eligible to be offset or refunded for these Participants.

#### Corporate Tax-liable Participants

For Participants that qualify as domestically tax-resident entities subject to Dutch corporate income tax, such as (for example) a private limited company, the benefits and costs associated with the Units are included in the taxable profit for corporate income tax purposes. Any losses are deducted from taxable profit if the conditions for offsetting losses are met. The Dutch dividend tax withheld by the Fund can be offset against corporate income tax through the tax return. The withheld dividend tax that does not need to be remitted to the tax authorities as a result of the tax credit is generally eligible to be offset.

### **Participants Residing or Established Outside the Netherlands**

Income or capital gains realized by Participants established outside the Netherlands will generally not be subject to Dutch personal income tax or corporate income tax, unless there is a specific connection with the Netherlands, such as (part of) a business conducted through a permanent establishment in the Netherlands or a substantial interest in a company established in the Netherlands. Dividend tax withheld by the Fund cannot generally be offset in the Netherlands by these Participants.

A Participant will not become a resident of the Netherlands, or be deemed to be a resident, solely based on holding Units of the Fund.

#### **Year-End Statement**

At the end of each calendar year, a statement containing relevant tax information for tax filing purposes will be made available by the Administrator for each Participant within three months in their designated section of the web portal.

## 15. DIVIDEND POLICY

Since the Fund is a fiscal investment institution, it will distribute its distributable profits annually to the Participants within eight months after the end of the financial year. This distribution will take place in Units. The Fund is generally required to withhold and remit dividend tax on the amount to be paid, although the tax to be remitted may be reduced as described in section 14.

The payment of the distributions, their composition, and the method of payment will be announced on the Website.

## 16. DURATION OF THE FUND, DISSOLUTION AND LIQUIDATION

### **Duration of the Fund**

The Fund has been established for an indefinite period of time.

### **Dissolution and liquidation**

At the request of the Investment Manager and the Legal Owner, the meeting of Participants may resolve to liquidate the Fund. The liquidation balance accrues to the Participants in proportion to the number of Units held. The Investment Manager is responsible for the liquidation of the Fund, the provisions of the Prospectus remain in force as far as possible during the liquidation. The Investment Manager will provide written account to the Participants for the liquidation, accompanied by a statement from the accountant, before paying out. Approval of the account by the meeting of Participants, insofar as that meeting does not make it conditional, discharges the Investment Manager and the Depositary.

## 17. REPORTING AND PROVISION OF INFORMATION

### **Prospectus**

A copy of the Prospectus will be provided to everyone free of charge upon request. It can also be downloaded from the Website.

### **Annual report**

The Fund's financial year runs from January 1 to December 31. The annual report is in € and is published on the Website within six (6) months after the end of the financial year. The annual report includes a comparative overview of the development of the Fund's assets and income and expenses over the past three (3) years. Furthermore, the annual report contains the information referred to in Article 23 paragraph 4 AIFM Directive on:

- (a) the percentage of the portfolio that is subject to a special arrangement due to the illiquid nature of certain investments (if and insofar as applicable);
- (b) any new arrangements for managing the liquidity of the investments; and
- (c) the current risk profile of the portfolio and the risk management systems with which the Investment Manager manages the risks.

The statements will be checked by Mazars Accountants NV. The annual report in which the annual accounts are included is available for inspection at the office of the Investment Manager and is available there free of charge. It can also be downloaded from the Website.

### **Semi-annual report**

After the end of the first half of the financial year, half-year figures are drawn up and are published no later than 1 September. The semi-annual report is available for inspection at the Investment Manager and is available there free of charge. It can also be downloaded from the Website.

### **Monthly statements**

In addition, a monthly overview will be published on the Website within two weeks after the end of the month in question, which will state at the latest:

- the value of the Fund's portfolio;
- the number of outstanding Units;
- the Net Asset Value per Unit at the end of the previous month;
- the global composition of the investments.

### **No annual statement of main adverse effects of investment decisions on sustainability factors**

The Investment Manager does not apply Article 4 paragraph 1 b SFDR and therefore does not provide an annual statement showing what the most important adverse effects of the investment decisions are or may be on environmental, social and employment matters, respect for human rights, and the fight against corruption and bribery (the so-called 'principal adverse sustainability impacts statement'). This for the following reasons:

- (i) Hoofbosch's objective is to grow capital over time at an acceptable risk. Investors in Hoofbosch expect the Investment Manager to invest in accordance with this objective and that sustainability risks are taken into account in the context of risk management. However, managing to avoid adverse effects of investment decisions on sustainability factors is not part of the investment objective. Therefore, issuing a statement about this (with the aid of which Participants can assess the results of such a policy) is not meaningful.
- (ii) If the Investment Manager were to decide to issue a principal adverse sustainability impacts statement, numerous detailed regulations would have to be taken into account when drafting this, many of them are not relevant to Hoofbosch, given its investment universe and investment strategy.
- (iii) The information required to draw up a principal adverse sustainability impacts statement is not available within Hoofbosch, and measures should therefore be taken to be able to publish such a statement. The possible added value for Participants of the statement is disproportionate to the costs, amount of time and attention that will be involved in the preparation and maintenance thereof.

A reconsideration of the aforementioned may under circumstances become relevant, for example if the Fund is reevaluating its investment strategy or if the Fund gathers that its Participants feel there is a need for the statement mentioned above. Reconsideration takes place at least annually.



**Information on affiliated parties**

The semi-annual reports and annual reports provide current information about affiliated parties (parties with whom there is a corporate or family relationship as defined in the Financial Supervision Act Wft).

**Website**

The Website will always contain the following information:

- the Prospectus;
- the license granted to the Investment Manager;
- extracts from the commercial register relating to the Investment Manager, the Depositary and the Legal Owner;
- changes to the terms and conditions of the Fund, including changes to the investment policy, with an explanation thereof;
- annual reports and semi-annual reports of the Fund for the past three (3) financial years;
- the most recent Net Asset Value of a Unit;
- the Fund's most recent monthly statement;
- calls for the meetings of Participants;
- the condensed balance sheets, with an explanation by the Investment Manager at the end of the first half of the financial year and at the end of the financial year, for the last three (3) financial years;
- payment of any distributions, their composition and the method of payment;
- the Fund's key information document;
- the Investment Manager's remuneration policy.

**Announcements to the Participants**

The following information is not only available on the Investment Manager's Website, but is communicated to Participants via their (email) address as well:

- calls for meetings of Participants;
- Payments that may be due to the Participants, their composition and the method of making them payable;
- decisions to change the terms and conditions of the Fund, including changes to the investment policy, with an explanation.

**Information that is available for inspection at the Investment Manager's office**

All the above-mentioned information is available for inspection at the Investment Manager's office and copies can be obtained from there free of charge by email.

**18. LAW ON FINANCIAL SUPERVISION****Permit**

On April 12, 2012, the AFM granted the Investment Manager a license as referred to in Section 2:65 sub a of the Wft (based on the AIFM Directive). The Fund falls under the scope of this license. The license is available for inspection at the Investment Manager's office and is shown on the Website. A copy will be provided upon request.

**AFM supervision**

The Investment Manager is subject to supervision by the AFM under the applicable provisions of the Wft. In the interest of the proper functioning of the financial markets and

the position of investors, investment institutions must comply with requirements with regard to the expertise and reliability of the directors, financial guarantees, business operations and the provision of information to the Participants, the public and the supervisors.

### **AO/IC**

The Investment Manager and the Fund have a description of the administrative organization and internal control that meets the requirements laid down in the Wft and the Conduct Supervision Decree.

### **Change of conditions or investment policy**

A (proposal for) amendment to the terms and conditions of the Fund and a (proposal for) amendment of the investment policy is published on the Website and sent to the address of the Participants (by email). The Investment Manager will explain a (proposal for) change on the Website.

### **Changes to conditions or investment policy will come into effect**

Changes to the investment policy and changes to the terms and conditions of the Fund that reduce the rights or securities of the Participants or impose charges on them only take effect one (1) month after these changes have been announced on the Website and sent (by email) to the address of the Participants. During this period, Participants may withdraw under the existing conditions.

### **Withdrawal of permit at the request of the Investment Manager**

Should the Investment Manager decide to request the AFM to withdraw the license, this will be announced on the Website and sent to the (email) address of each Participant.

## 19. OTHER INFORMATION

### **Outsourcing core tasks**

#### Administration and calculation of Net Asset Value

The administration of the Fund is carried out by the Administrator to whom the calculation of the Net Asset Value has been outsourced. The Administrator only has an administrative and executing role for the benefit of the Fund and is not responsible for the implementation of the investment policy.

#### Participant administration

The Participant administration is outsourced to the Administrator.

#### Tasks Depositary

The Depositary has outsourced its custody tasks to the Custodian in accordance with Article 21, paragraph 11 of the AIFM Directive.

### **Affiliated Parties**

The Investment Manager is not affiliated with third parties involved in the Fund on the date of this Prospectus listed at the bottom of this page. For current information on existing affiliated parties, reference is made to the half-yearly reports and annual reports.

**Position Investment Manager and members of the Supervisory Board in the Fund**

The Investment Manager's directors and the members of the Supervisory Board participate in the Fund.

**Remuneration policy Investment Manager**

The remuneration policy of the Investment Manager is as follows: The board of the Investment Manager receives a fixed salary, its members are not entitled to a variable remuneration. The employees receive a fixed salary, some of them (if the applicable conditions are met) are also entitled to a variable remuneration, which is determined by the board on the basis of an assessment of the extent to which the financial and non-financial criteria included in the remuneration policy are met. The Fund's annual report provides information on the content and implementation of the remuneration policy in the relevant financial year.

**Conflicts of Interest**

The Investment Manager's policy is to avoid conflicts of interest as much as possible. This refers in particular to (potential) conflicts of interest between two or more of the following persons or parties: the Fund, individual Participants, the Investment Manager, employees of the Investment Manager and other persons or parties involved in the Fund (such as the Depositary or Administrator).

If the avoidance of a (potential) conflict of interest is not possible or too objectionable, and a situation subsequently arises in which a person involved in the Fund is at risk of being disadvantaged (a 'conflict of interest'), the Investment Manager will manage that conflict of interest as best as possible (prevent or as much as possible limit disadvantage for all parties involved), based on the principle that the interest of the Fund takes precedence.

In the context of the above, the Investment Manager states that both board members have an (indirect) private interest in the Fund. The Investment Manager considers this to be positive in view of the desired alignment of the interests of the Investment Manager with the interests of the Participants. The Investment Manager also recognizes the risk that the director responsible for risk management and compliance could be guided by his interest in the Fund and take or permit decisions that are inconsistent with the risk appetite of the Investment Manager and the Fund. In order to mitigate this risk, the director concerned is monitored by the Supervisory Board and the compliance officer of the Investment Manager ('the Compliance Officer') in the performance of his duties.

Both members of the Supervisory Board participate in the Fund. The Investment Manager views this as positive, since it means their interests are aligned with those of other participants in the Fund, which is an incentive to take the interests of the participants into account in their oversight of the Fund. However, it also means that there is a risk that the members of the Supervisory Board may involve themselves (in the execution of) the investment policy in a manner that differs from what they would normally do in their supervisory role. In order to manage this risk, their role in the oversight of the investment policy has been described in detail in the rules for the Supervisory Board and the description of the investment process. Moreover, the Supervisory Board does not have the authority to give the Investment Manager Instructions. In addition, the investment restrictions as formalized in the Prospectus (checks by the Custodian and the Compliance Officer) and the internal limits as described in the investment process (checks by the

Compliance Officer) ensure that there is no influence by the Supervisory Board beyond what has been agreed.

### **Distribution policy**

The Investment Manager may use external distribution channels for the marketing of the Fund. In such cases, to the extent permitted by applicable laws and regulations, such distributors may receive compensation from the Investment Manager in the form of a percentage of the funds deposited in the Fund as a result of the distributor's efforts or a portion of the Investment Manager's annual fixed management fee on these funds. In all cases, these amounts are paid by the Investment Manager, so these are not borne by the Fund. The Investment Manager states in his annual report what amounts he has paid in total to distributors and provides details.

### **No personnel**

The Fund does not employ any personnel.

### **Procedures**

The Investment Manager and / or the Legal Owner are not involved in lawsuits and / or arbitrations that affect or may affect the financial position of the Fund and / or the Investment Manager, respectively the Legal Owner.

### **Notifications and announcements**

Notifications and announcements to Participants are made by post or email to the addresses stated in the register of Participants and on the Website. The date of convocation is the date of dispatch.

### **No return fees**

The Investment Manager does not receive return commissions or other fees from third parties such as stockbrokers, banks or suppliers.

### **Complaints procedure**

Complaints about the Fund, the Investment Manager, the Depositary or the Administrator, must be submitted to the Investment Manager both by post and by email. The Investment Manager will confirm receipt within 5 (five) Business Days, indicating how the complaint will be handled.

### **Applicable law and competent court**

Only Dutch law is applicable to the legal relationship between the Investment Manager, the Depositary, the Legal Owner and the Participants. All disputes will be settled by the competent court in Amsterdam.

## **20. STATEMENT BY THE ADMINISTRATOR**

The Investment Manager declares that he, the Fund, the Depositary and the Prospectus comply with the rules laid down by or pursuant to the Wft.

Haarlem, December 1, 2024

De Grote Voskuil Capital B.V.

## **ASSURANCE REPORT FROM THE INDEPENDENT ACCOUNTANT (EX ART IKEL 115X, 1E BGFO WFT)**

To the board of directors of De Grote Voskuil Capital B.V. (Investment Manager of Beleggingsfonds Hoofbosch)

### **Our opinion**

Pursuant to article 115x paragraph 1 of the Decree on Conduct Supervision of Financial Enterprises Wft (BGfo Wft), we have examined the Prospectus of Beleggingsfonds Hoofbosch in Haarlem.

In our opinion, the Prospectus dated January 1 2023 of Beleggingsfonds Hoofbosch contains, in all material aspects, at least the information required by or pursuant to the Financial Supervision Act (Wft) for the Prospectus of an investment institution.

### **The basis for our opinion**

We conducted our investigation in accordance with Dutch law, including the Dutch Standard 3000A 'Assurance engagements other than engagements for the audit or assessment of historical financial information (attestation engagements)'. This assignment is aimed at obtaining a reasonable degree of certainty. Our responsibilities relating to this engagement are described in the section "Our responsibilities to examine the Prospectus".

We are independent from Hoofbosch Investment Fund as required by the 'Regulation on the independence of accountants in assurance engagements' (ViO) and other relevant independence rules in the Netherlands. In addition, we have complied with the Ordinance on the Rules of Conduct and Professional Accountants (VGBA).

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

### **Relevant matters regarding the scope of our investigation**

Our review includes determining whether the Prospectus contains the required information. This means that we have not investigated the accuracy of the information contained in the Prospectus.

Article 115x paragraph 1c BGfo Wft requires that the Prospectus of an investment institution contains the information that is necessary for investors to form an opinion about the investment institution and the associated costs and risks. Based on our knowledge and understanding obtained in performing the assurance procedures or otherwise, we have considered whether there are any material omissions in the prospectus. We have not performed any additional assurance work.

Our opinion has not been modified by the above matters.

### **Responsibilities of the Investment Manager for the Prospectus**

The Investment Manager is responsible for drafting the Prospectus, which should contain at least the information required for a Prospectus of an investment fund pursuant to the Wft.

The Investment Manager is also responsible for such internal control as he deems necessary for the preparation of the Prospectus without omissions of material information or misstatement due to fraud or error.

### **Our responsibilities for the examination of the prospectus**

Our responsibility is to plan and conduct our audit so that we obtain sufficient appropriate assurance information for the audit opinion we provide.

Our investigation has been conducted with a high, but not absolute, degree of certainty, which means that during our investigation we may not detect all material omissions due to errors and fraud in the Prospectus.

We apply the 'Further regulations for quality systems' (NVKS). On that basis, we have a coherent system of quality control including guidelines and procedures for compliance with ethical requirements, professional standards and other relevant laws and regulations.

Our research included:

- identifying and assessing the risks that the Prospectus has, in respect of the information required by or pursuant to the Wft, material omissions as a result of errors or fraud, determining and performing assurance activities in response to these risks and obtaining of assurance-information that is sufficient and an appropriate basis for our opinion. In case of fraud the risk of not discovering a material omission is bigger than it is for errors. Fraud can involve collusion, forgery, deliberate omission of information, deliberate misrepresentation or modifying internal control;
- obtaining an understanding of internal control relevant for the purpose of selecting assurance procedures that are appropriate in the circumstances. The purpose of these activities is not to express an opinion on the effectiveness of the internal control of the Investment fund's Investment Manager.

Amsterdam, December 1 2024  
Mazars Accountants N.V.

The original has been signed by L. Zuur MSc RA