

## General Commercial Terms

### 1. Preface

TIND Asset Management ("TIND"), Org No 930 961 469, is an Alternative Investment Fund Manager ("AIFM").

TIND is under the supervision of the Norwegian Financial Supervisory Authority, Revierstredet 3, 0151 Oslo, [TIND ASSET MANAGEMENT AS - Finanstilsynet.no](https://www.tindam.com)

TIND's registered office is Fridtjof Nansens Plass 5, 0160 Oslo. E-mail: [ir@tindam.com](mailto:ir@tindam.com).

The Investor is bound by these General Commercial Terms when submitting Fund subscription or redemption orders to TIND.

To the extent TIND provides portfolio management services to its clients, such services will not be subject to these General Commercial Terms.

These General Commercial Terms, Fund subscription documentation, TIND's guidelines on client order handling and allocation, and specific agreements between TIND and the Investor, will govern the client relationship.

The General Commercial Terms and the guidelines on client order handling and allocation applicable at any given time are deemed to have been received, read, and accepted by the Investor each time the Investors submits orders to TIND.

The General Commercial Terms supplement any specific agreements concluded between TIND and the Investor. In case of conflict between General Commercial Terms and specific agreement, the specific agreements shall prevail.

In addition, the client relationship between the Investor and TIND will always be subject to the Norwegian Securities Trading Act and other relevant legislation.

### 2. Definitions

General Commercial Terms: These terms and conditions.

Fund: A fund managed by TIND under the AIFM, subject to an investment management agreement with a Fund Manager.

Fund Manager: The appointed manager of a Fund which has delegated management to TIND.

Investor: Any individual or legal entity submitting Fund subscription or redemption orders through TIND

CET: Central European Time, adjusted for daylight savings.

Consumer: An individual investor not primarily acting in a business capacity.

Business Day: Any day (except Saturdays and Sundays and normal bank holidays) on which banks in Dublin and Norway are ordinarily open.

### **3. Notifications from investors**

The investors must submit written notification for an investment, in Norwegian or English, to TIND. It may be sent by email. The notification shall contain the necessary information about the Investors and what transactions are requested. In case of incomplete information, the inquiry shall first be deemed received once TIND has received the full information. The investors shall, upon establishment of the business relationship, provide the person-/organization number, address, telephone number and electronic addresses. The same applies to bank accounts as well as securities accounts. Changes shall be immediately notified TIND by e-mail. The notification is received by TIND when TIND has gained knowledge of the notification and its content.

### **4. Risk**

The investors understand that trading in funds is associated with the risk of loss. The invested capital may increase or decrease in value as a result of fluctuations in financial markets. Historical returns are no guarantee for future returns. Future returns will depend, inter alia, on market developments, manager's prowess, the fund's risk profile, costs of subscription and redemption.

The Investors are fully responsible for evaluating the risk of all transactions and investments. In accordance with the rules of good business practice, TIND will seek to provide the Investors with all necessary information in a suitable manner, considering the Investor's investment experience and knowledge.

Fund investments are not covered by government guarantee schemes for bank deposits.

### **5. Cost**

Management fee is in accordance with the Fund's legal offering documents. If Fund transactions are executed through other parties or the Investors use another account operator, then additional fees and charges may apply.

### **6. Cancellation rights**

The Investor has no cancellation rights under the Norwegian Cancellation Rights Act of 20 June 2014 No 27 for services and Fund transaction covered by the Commercial Terms.

### **7. Investment advice**

TIND is not licensed to and will therefore not provide investment advice to consumers or Investors.

### **8. Investor classification and information**

Under the Norwegian Money Laundering Act of 1 June 2018, No 23, TIND is required to classify Investors based on the risk of money laundering and terrorist financing related to the Investors relationship. TIND or its delegates will initiate and conduct investigations into transactions on suspicion of money laundering or terrorist financing and may be obliged to disclose information about suspicious transactions to the authorities without Investors is informed.

Investors are either classified as non-professional (retail) or professional clients. The categorization determines the scope of Investor protection provided. An Investor may request TIND to change his/hers/its customer categorization, and TIND will require the Investor to confirm and sign off on the category to which they have been assigned. Following such request, TIND may decide to re-categorize the Investor, provided that the statutory requirements for re-categorization set out in the Norwegian Securities Trading Act of 29 June 2007 No

75 are satisfied. Information about change of categorization and related consequences is available from TIND upon request.

TIND, or the Fund's appointed transfer agent, is under statutory obligation to perform investors due diligence for new and existing clients. The Investor is obligated to provide the necessary assistance in this connection, including producing validation of identity and other necessary documentation. If the Client does not present sufficient documentation, TIND may reject the Investors.

In respect of Investors characterized by TIND as professional, or investors who have requested to be classified as professional clients, TIND will assume that such Investor has sufficient knowledge of and experience with the risks associated with the relevant transaction or service and will therefore not apply an appropriateness assessment.

The Investor also undertakes to notify TIND immediately in case of any changes to any information previously disclosed that may be of relevance to the client relationship.

## **9. Regulatory compliance**

The Investor is individually responsible for ensuring that the Investor at all times complies with all requirements set out in the applicable legislation and the General Commercial Terms.

## **10. Subscription and redemption of Fund units**

Subscription and redemption of Fund units takes place as described in the Fund's legal offering documents. Both buying and selling Funds will be affected so that the Investors receives courses based on the subsequent valuation.

For investor directly invested in the Fund:

Shares in the Funds are held in Investor's account at BNP Paribas. All Investor queries regarding safekeeping and administration of shares in Funds shall be directed to TIND or to BNP Paribas ("BNP").

For Norwegian investors invested via the nominee solution by Huddleston Investor Services AS:

Shares are held indirectly in the Funds, through nominee solution by Huddleston Investor Services AS. All Investor queries regarding safekeeping and administration of shares in Funds shall be directed to TIND.

## **11. Valuation and redemption**

Transactions in Fund units are made at an unknown price, the net asset value ("NAV"). The TIND Funds are open for subscription during the specific Sub-Fund's commitment period on a monthly basis. The relevant cut off times are described in the relevant Sub-fund's legal offering documents. Generally, subscription documents should be received by the transfer agent t-10 days and payments t-3 before NAV cut off. Subscription notifications for funds, which are received before cut-off, will utilize the NAV set for the relevant month end, provided that the subscription amount is paid. For first time subscription, the NAV date will depend on the time TIND receives documentation necessary to complete Investors due diligence. In connection with Norwegian or Irish public holidays, the deadline for receipt of trade notifications may be changed.

## **12. Notification from TIND**

Under the current rules and regulations, TIND is required to ensure that the Investors is regularly provided with access to information about Investors costs, holdings and returns.

Confirmation of subscription and redemption in Funds are noticed by e-mail to Investors.

## **13. Processing of personal data**

TIND, by the CEO, is the data controller for the company's processing of personal data. Personal data will be processed in accordance with applicable laws and regulations.

TIND only collects personal data when necessary, to perform specific actions, and will not use personal information for purposes other than those accepted by the Investors or where there is a legal basis.

## **14. Amendments**

TIND reserves the right to change the General Commercial Terms. Significant changes have an effect from the time they are notified to the Investors in writing. Not-significant changes will have effect from the time they are published.

## **15. Nominee registration**

If the Investor, in its relationship with TIND, acts on behalf of other parties and is to be entered into the unit holder registry instead of the beneficial owner of the units, the Client is obligated to seek permission from the Norwegian Financial Supervisory Authority to act as nominee.

Permission to act as nominee entails certain obligations, including registration of information about the beneficial unit holder and submission of holding and realization reports for clients subject to taxation in Norway. Additional information can be found at the website of the Norwegian Financial Supervisory Authority.

## **16. Conflicts of interest**

TIND is committed to take appropriate measures to identify and prevent conflicts of interest between TIND, Investors and between Investors.

TIND has policies, guidelines, and rules to ensure that it is operating independently to avoid conflicts of interest.

TIND has a special duty to ensure that the Investors' interests precede the interests of TIND. If conflicts of interest cannot be avoided or there is a risk that the Investors' interests will be damaged due to a conflict of interest, the Company will inform the Investors of the general nature of the conflict of interest and/or the reason for the conflict of interest.

TIND has a written instruction to identify, manage and prevent conflicts of interest between TIND and the Investors, and between Investors.

## **17. Complaints**

The Investor may send a written complaint by e-mail to [ir@tindam.com](mailto:ir@tindam.com). The subject of the mail should include the wording "Formal complaint" (Formell klage). The complaint will be dealt with by the Compliance Department, which will ensure that the complaint is investigated thoroughly, and that the Investors receive an answer within a reasonable time, estimated to 10 business days. If the Investor is not satisfied with the outcome of the complaint handling in TIND, the Investor may bring any dispute before the Norwegian Financial Services Complaints Board for its opinion. In order for the Complaints Board to hear a dispute, the Investor must first submit a complaint to TIND, with a reasonable time limit for considering the complaint. The Investor may thereafter submit a written complaint to the Complaints Board, stating the grounds for the complaint and the result being sought.

## **18. Governing law, legal venue and resolution of disputes**

Any claim or dispute between the parties resulting from, or in, connection with the General Commercial Terms or Fund transactions shall be settled in accordance with Norwegian law with Oslo District Court as the legal venue. TIND may, however, bring legal action against Investors in any legal venue to which they are subject. Investors with foreign legal venue and who can plead law provisions giving them protection against legal action in Norwegian courts, whether it is a question of legal venue, governing law, or other matters, hereby waive this right to the extent possible in accordance with mandatory law in the country of origin.

## **19. Good business practice**

TIND will perform its operations in accordance with its licensing conditions, other provisions applying to the operation of its business, including TINDs and current requirements on good business practice.

## **20. Language and communication.**

These Commercial Terms are available in English. TIND will communicate with Investors in Norwegian or English. Information directed to the Investor individually may be sent directly to the Investor by e-mail unless the Investor expressly requests such information to be sent by ordinary mail. Information not directed to the Investor individually may be given on TIND's website if deemed appropriate.

Oslo 31.10.2023