



SNCI Co-Investment Term Sheet

This document is prepared for indicative purposes only and summarises the principal terms and conditions contemplated for the co-investment. It does not constitute a contractual commitment, nor an offer or solicitation of investment. Additional terms and conditions may be communicated at a later stage during the discussion and structuring process. The definitive terms shall be set out in the applicable legal documentation.

1. Co-Investment Structure

The co-investment shall be made through a dedicated co-investment vehicle (the "SPV") having separate legal personality and providing for the limited liability of its members up to their committed contributions. The management of the SPV, including the management of the interest in the portfolio company and all decisions relating thereto, shall be delegated to the manager of the main fund. The SPV shall not employ any leverage.

2. Regulatory Supervision

The manager shall hold all licences and regulatory authorisations required for the conduct of its management activities, issued by the competent supervisory authority (CSSF or equivalent). The SPV and/or the manager shall be supervised by a supervisory authority. An independent legal opinion addressed to the SNCI may be required to confirm the legal, regulatory and tax compliance of the SPV.

3. Fundamental Principles

The investment and exit shall be made on the same terms (same risks and benefits, same level of subordination, same financial and legal conditions) as between the SPV and the main fund. The investment shall be made on arm's length terms, satisfying the market economy operator principle. Private investors (credit institutions, private funds, family offices, institutional investors, etc.) shall represent at least 30%. Distributions shall be made entirely in cash, without delay, and without any hurdle or carried interest mechanism.

4. Nature of the Investment

The SPV's investment in the portfolio company shall take the form of equity or a combination of equity and debt, as determined by the manager in accordance with applicable law.

5. Reporting and Valuation

The manager shall provide the SNCI with reporting modelled on that prepared for the main fund, mutatis mutandis, aligned with the standards and guidelines promoted by Invest Europe, comprising at least four quarterly reports and one annual report. Such reporting shall include, in particular, the valuation policy and the valuation model, which shall be in line with the guidelines promoted by Invest Europe. The manager shall not receive any management fees or performance-based remuneration in respect of the SPV ("no fee, no carry").



6. Right to Information

SNCI shall receive all information that the SPV or the manager (including when acting on behalf of the main fund) receives from the portfolio company and shall be expressly authorised to communicate such information to its fiduciary principals (the State of the Grand Duchy of Luxembourg, the Luxembourg Intergenerational Sovereign Fund (FSIL)) as well as for the purposes of the internal governance of the SNCI and its fiduciary principals.

7. Luxembourg Economic Substance

The portfolio company shall contractually undertake to maintain or establish an effective presence in the Grand Duchy of Luxembourg. A detailed business plan describing the contemplated activities, operational objectives and an implementation timeline shall be submitted prior to the investment. The portfolio company shall report biannually on the implementation of the business plan. It shall further undertake to develop synergies with the Luxembourg economic ecosystem and to actively collaborate with local stakeholders and participants.