

The Directors of the Company whose names appear on the last page of this Offering Supplement accept responsibility for the information contained herein. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Offering Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information as of the date hereof. The Directors accept responsibility accordingly.

Offering Supplement

15 September, 2017

relating to the offering of Class A and Class B
non-voting participating Investor Shares in the

Alternative Balanced Allocation Sub-Fund

a Sub-Fund of

Pilatus SICAV p.l.c.

A self-managed open-ended collective investment scheme organised as a multi-fund public limited liability company with variable share capital registered under the laws of Malta

Gamma Capital Markets Limited

(Investment Manager)

STM Smart Trading Management SA

(Sub-Investment Manager)

Calamatta Cuschieri Fund Services Limited

(Administrator)

Interactive Brokers LLC

(Executing Broker)

Banca Zarattini & Co SA

(Executing Broker)

***Important Notice:** This Offering Supplement may not be distributed unless accompanied by, and is to be read in conjunction with, the Offering Memorandum issued by the Company.*

The Alternative Balanced Allocation Sub-Fund, a sub-fund of Pilatus SICAV p.l.c. (the “Company”) is licensed by the Malta Financial Services Authority (“MFSA”) as a Professional Investor Fund (“PIF”) which is available to Qualifying Investors. PIFs are non-retail collective investment schemes, therefore, the protection normally arising as a result of the imposition of the MFSA’s investment and borrowing restrictions and other requirements for retail collective investment schemes do not apply. Investors in PIFs are not protected by any statutory compensation arrangements in the event of the fund’s failure. The MFSA has made no assessment or value judgement on the soundness of the Company and its Sub-Funds or for the accuracy or completeness of the statements made or opinions expressed with regard to them. This Offering Supplement is an updated version of the Offering Supplement dated 12 June, 2017.

IMPORTANT INFORMATION

This Offering Supplement may not be distributed unless accompanied by, and is to be read in conjunction with, the latest Offering Memorandum issued by the Company. The attention of investors is also drawn, in particular, to the section entitled “**Important Notices**” in the Offering Memorandum which also applies to this Offering Supplement and the offering of Investor Shares made thereby.

This offer is an offer only to the person to whom a copy of this document has been furnished by the Company and/or its authorised agents and this on the basis that the person falls within the definition of a Qualifying Investor as defined in the Offering Memorandum. The Company is not authorised to, and does not intend to, offer Investor Shares to the general public.

Since the Company operates as a Self-Managed Professional Investor Fund in terms of the MFSA Rules, the management of its business and activities will be carried out internally through an Investment Committee appointed by the Board of Directors of the Company. The Directors are also generally responsible for the safekeeping of the assets of the Company and the proper administration of the Company. The Company has however delegated various functions, including safekeeping, administration, registrar services and the day to day portfolio and risk management. The Board has in this regard engaged the Executing Brokers, the Administrator and the Investment Manager.

Section 1 | DEFINITIONS

Terms used in this Offering Supplement shall, unless otherwise defined or the context otherwise requires, have the same meaning as those defined in the Offering Memorandum.

In this Offering Supplement, the following words shall have the meanings set opposite them:

Calculation Period	A three (3) month period commencing on the first Valuation Day in one calendar quarter and ending on the last Valuation Day of that calendar quarter. In respect of the Class B Investor Shares, the first Calculation Period shall commence on the Business Day immediately following the Closing Date and ending on the last Valuation Day in March, 2017.
Dividends	Dividends declared by the Directors of the Company in respect of one or more classes of Investor Shares.
Investor Shares	Non-voting participating shares (which may include fractions of a whole share) of no par value in the Sub-Fund.
Offering Period	The period during which Investor Shares will be made available at the Offering Price. The Offering Period shall commence on the first Business Day after the Closing Date, and shall remain open until such time as the Directors determine otherwise.
Offering Price	<p>The NAV per Share, rounded down to four (4) decimal places, calculated at the close of business on the last Valuation Day prior to the relevant Subscription Day and/or Redemption Day.</p> <p>If on any Valuation Day no Investor Shares in a class are in issue then the Offering Price for Investor Shares in that class on the relevant Subscription Day shall, however, be EUR100.000 per Class A Investor Share and Class B Investor Share.</p>
Offering Supplement	This Offering Supplement as the same may be amended, supplemented and/or consolidated from time to time.
Redemption Day	The first Business Day of every week and/or such other day or days as the Directors may from time to time determine.
Redemption Price	The price at which Investor Shares shall be redeemed, which shall be equivalent to the Offering Price.
Redemption Proceeds	The Redemption Price multiplied by the number of Investor Shares being redeemed less the applicable Redemption Charge.
Sub-Fund	Alternative Balanced Allocation Sub-Fund.

Subscription Day	The first Business Day of every week and/or such other day or days as the Directors may from time to time determine.
Valuation Day	The Business Day immediately preceding a Subscription Day and/or a Redemption Day and such other Business Day as the Directors may from time to time determine.

This Offering Supplement shall, in addition, be subject to the same rules of interpretation as those set out in the Offering Memorandum. Please see “**Section 1 | Interpretation**” of the Offering Memorandum for further details.

Section 2 | KEY FEATURES

The Sub-Fund and the Investor Shares

Name of the Sub-Fund	Alternative Balanced Allocation Sub-Fund.
Segregation	The Sub-Fund is a segregated portfolio whose assets and liabilities are to be treated as a patrimony separate from the assets and liabilities of each other sub-fund and of the Company. Please refer to the Offering Memorandum for further details.
Classes of Investor Shares	Class A Investor Shares. Class B Investor Shares.
Base Currency	Class A Investor Shares – EUR. Class B Investor Shares – EUR.
ISIN	Class A Investor Shares – MT7000010518. Class B Investor Shares – MT7000018297.
Dividend Policy	<p><u>Class A Investor Shares</u></p> <p>It is intended that the Company will distribute dividends on a half yearly basis only in respect of the Class A Investor Shares.</p> <p><u>Class B Investor Shares</u></p> <p>It is not envisaged that any income or gains will be distributed by the Company to the Shareholders of the Class B Investor Shares.</p>
Tax Status	The Sub-Fund is classified as a Non-Prescribed Fund . Please refer to “ Section 13 Taxation ” of the Offering Memorandum for further details on the tax treatment of Non-Prescribed Funds and shareholdings in such funds.

Investment Objective, Policies and Restrictions

Investment Objective	<p>The Investment Objective of the Sub-Fund is to achieve absolute returns in the medium to long-term (over a 5 year period) under all market conditions.</p> <p>There is no guarantee that the investment objective of the Sub-Fund will be achieved and investment results may vary substantially over time.</p>
-----------------------------	---

Investment Policies

In order to achieve its objective the Sub-Fund has maximum flexibility to invest its assets directly or through other regulated and/ or unregulated collective investment schemes in a wide range of listed securities (mainly equities, bonds and money market instruments), currencies and financial derivative instruments including options and futures linked to commodities (mainly agricultural, livestock, energy, precious metals and industrial metals) currencies, securities and indices (mainly equity and commodity based indices).

The Sub-Fund may invest in derivatives linked to commodities however such holding will never lead to the physical delivery of the relevant commodity.

The Sub-Fund may invest in the major currency pairs including but not limited to GBP/ USD, AUD/ USD, EUR/ USD, USD/ CHF, USD/ JPY and USD/ CAD.

Securities will be selected by country, industry and market capitalization. In establishing its position in respect of its investments the Sub-Fund may assume both long and short positions. The Sub-Fund will not have any bias towards any specific issuer, country, industry or market capitalization.

The Sub-Fund may retain amounts in cash or cash equivalents, pending reinvestment, if this is considered appropriate to the objective of maximizing absolute returns.

Uninvested cash which has not been placed as margin may, subject to investment restrictions, be held on deposit in a bank account in the name of the Sub-Fund. When appropriate the Sub-Fund may also employ leverage through borrowing.

Investment, Borrowing and Leverage Restrictions

The Sub-Fund shall not make any direct investments in real estate.

It is anticipated that the Sub-Fund will be leveraged up to 20 times.

The Initial Offering

Initial Offering Period

Class A Investor Shares

From the 18th June, 2014 until the Closing Date.

Class B Investor Shares

From the 31st December, 2016 until the Closing Date.

Closing Date

Class A Investor Shares

19th September, 2014 or such earlier or later date as the

	Directors may in their absolute discretion determine.
	<u><i>Class B Investor Shares</i></u> 31 st December, 2016 or such earlier or later date as the Directors may in their absolute discretion determine.
Initial Offering Price	Class A Investor Shares – EUR100.000. Class B Investor Shares – EUR100.000.
Number of Investor Shares on Offer	100,000,000 Class A Investor Shares. 100,000,000 Class B Investor Shares.
Fees and Charges	
Investment Management Fee	<u><i>Class A Investor Shares</i></u> 2.00% per annum, calculated on the NAV on each Valuation Day and will be payable quarterly in arrears. <u><i>Class B Investor Shares</i></u> 1.25% per annum, calculated on the NAV on each Valuation Day and will be payable quarterly in arrears.
Performance Fee	<u><i>Class A Investor Shares</i></u> The Performance Fee is calculated on a “high water mark” basis and will be payable quarterly in arrears. For each Calculation Period, a Performance Fee shall be payable in the amount of 20% on the appreciation of the Sub-Fund’s GAV over the previous HWM. <u><i>Class B Investor Shares</i></u> The Performance Fee is calculated on a “high water mark” basis and will be payable quarterly in arrears. For each Calculation Period, a Performance Fee shall be payable in the amount of 10% on the appreciation of the Sub-Fund’s GAV over the previous HWM.
Subscription Charge	<u><i>Class A Investor Shares and Class B Investor Shares</i></u> Up to 2% of the of the subscription amount.
Redemption Charge	<u><i>Class A Investor Shares and Class B Investor Shares</i></u> Up to 2% of the redemption amount.
Switching Charge	<u><i>Class A Investor Shares and Class B Investor Shares</i></u> None.

Minimum Subscription, Holding and Redemption Requirements

Minimum Initial Subscription	Class A Investor Shares – EUR75,000. Class B Investor Shares – EUR75,000.
-------------------------------------	--

Minimum Additional Subscription	Class A Investor Shares – EUR10,000. Class B Investor Shares – EUR10,000.
Minimum Holding	Class A Investor Shares – EUR75,000. Class B Investor Shares – EUR75,000.
Minimum Redemption	Class A Investor Shares – EUR10,000. Class B Investor Shares – EUR10,000.
Notice Periods	
Subscription Notice Period	<u>Class A Investor Shares and Class B Investor Shares</u> 10 a.m. CET, five (5) Business Days prior to the relevant Subscription Day.
Redemption Notice Period	<u>Class A Investor Shares and Class B Investor Shares</u> 10 a.m. CET, five (5) Business Days prior to the relevant Redemption Day.

Section 3 | THE OFFERING

Share Offer

Up to 100,000,000 Class A Investor Shares with no nominal value are on offer. The offering of the Class A Investor Shares at the Initial Offering Price opened on 18th June, 2014 and closed on the Closing Date.

Up to 100,000,000 Class B Investor Shares with no nominal value are on offer. The offering of the Class B Investor Shares at the Initial Offering Price opened on 19 December, 2016 and closed on the Closing Date.

During the Offering Period(s), which commenced from the first Business Day after the close of the Initial Offering Period, the offer is for Investor Shares at the Offering Price applicable on the relevant Subscription Day. The Offering Period(s) shall remain open until such time as the Directors determine otherwise.

Acquisition of Investor Shares

Purchases of Investor Shares can be made at the Initial Offering Price during the Initial Offering Period and thereafter at the prevailing Offering Price, by:

- i. submission to the Company at the office of the Administrator of a properly executed Subscription Agreement including the Qualifying Investor Declaration Form, the Bank Transfer Instruction Letter and those documents required in the AML Supplement; and
- ii. remitting the related subscription monies.

In respect of each subscription for Investor Shares during the Offering Period, the Subscription Notice Period shall run as from the first Business Day following receipt by the Company at the office of the Administrator of both:

- a. the documents listed under (i) above; and
- b. confirmation that the full amount subscribed for the Investor Shares has been received in cleared funds.

The Investor Shares will be issued on the first Subscription Day following the expiration of the said Subscription Notice Period.

Full details of the application and subscription process appear in “**Section 9 | Acquisition of Investor Shares**” of the Offering Memorandum.

A specimen Subscription Agreement and Qualifying Investor Declaration Form may be obtained from the Administrator.

Redemption of Investor Shares

Investors are directed to “**Section 10 | Redemption of Investor Shares**” of the Offering Memorandum where the procedures relating to the redemption of Investor Shares and the conditions applicable thereto are outlined. In terms of the Memorandum and Articles, redemption requests are, once made, irrevocable.

In respect of each redemption request, the Redemption Notice Period shall commence to run following receipt by the Company at the office of the Administrator of a valid Redemption Form. The Investor Shares will be redeemed on the first Redemption Day following the expiration of the said Redemption Notice Period.

A specimen Redemption Notice may be obtained from the Administrator.

Net Redemption Proceeds due will typically be paid out within thirty (30) Business Days from the relevant Redemption Day.

Exchange of Shares

Investor Shares in the Sub-Fund may be exchanged with any other Class of Investor Shares in issue in any other sub-fund established by the Company which allows for such exchange to take place.

Exchanges of Investor Shares in the Sub-Fund with any other Class of Investor Shares in issue in the Sub-Fund are also permitted.

Deferral of Redemption

The Directors may in their exclusive discretion limit the total amount of redemptions effected on any Redemption Day to 10% of the outstanding Investor Shares in the Sub-Fund on that day (in each case before processing requests for the issue of the Investor Shares or requests for redemptions of such Investor Shares for such Redemption Day). In such circumstances the Company or its authorised agent may scale down pro rata the number of the Investor Shares to be redeemed in response to each request for redemption to the extent necessary to ensure that the foregoing limit is not exceeded, and shall carry forward the balance for redemption as at the next Redemption Day and so on to each succeeding Redemption Day until each request has been complied with in full. Requests for redemption carried forward from an earlier Redemption Day shall have priority over later requests.

Investment Restrictions

Other than what is stated above, there are no restrictions in the manner and extent to which the Company may deploy, pledge or otherwise give as security, the assets of the Sub-Fund, or assume liabilities, in pursuit of the specific investment objective, approach and strategies of the Sub-Fund.

Please see the subsection below entitled “**Borrowing Powers**” for further details.

Borrowing Powers

The Company may borrow funds to pursue the investment objective, approach and strategies of the Sub-Fund. The Company may also borrow money to meet requests for the redemption of Shares.

Please also refer to the above subsection entitled “**Investment, Borrowing and Leverage Restrictions**” for information on the possibility for the Sub-Fund to use leverage.

Risk Factors

Investors are directed to the Offering Memorandum where the risk factors applicable to investment in shares of the Company, including in Investor Shares, are explained.

Commodities Risk

Commodity prices generally relate to the overall level of economic activity and industrial production. Historically, during periods of economic or financial instability, commodities and the securities of producers have been subject to extreme fluctuations in market price. The earnings and general financial conditions of producers are highly dependent on the market price of the underlying resources which, historically, have been extremely volatile. Natural disasters, such as earthquakes, droughts and floods, can lead to severe supply disruptions. These events may significantly influence prices of commodities and prices of natural resource equities.

Similarly, supply interruptions as a result of social factors such as strikes and civil unrest can have a material impact on commodity prices. The production of some commodities can be concentrated in geographic regions or specific countries, and as such the impact of natural, political or social factors can have a significant effect. Commodity prices can be influenced, often unpredictably, by co-operative or co-ordinated actions, by producers or sovereign nations (e.g. OPEC members). The discovery of a significant mineral deposit could have a major adverse impact on the price of the commodity due to the prospect of increased supply. New technology could lead to substitution of a commodity or commodities, thereby reducing demand. Similarly, new technology could lower production costs and increase supply of a commodity, influencing its price.

Foreign Exchange Trading Risks

Currency trading is volatile, highly leveraged and may be illiquid. Currency spot, forward and option prices are highly volatile. Such prices are influenced by, among other things: changing supply and demand relationships; government trade, fiscal, monetary and exchange control programs and policies; national and international political and economic events; and changes in interest rates. In addition, governments, from time to time, intervene directly and by regulation in these markets with the specific intention of influencing such prices.

Furthermore, as an added risk in these volatile and highly leveraged markets, it is not always possible to liquidate positions to prevent further losses or recognize unrealized gains. Principals in the interbank currency markets have no obligation to continue to make markets in the currencies traded. There have been periods during which certain banks and dealers have refused to quote prices for currencies or have quoted prices with an unusually wide spread between the price at which they are prepared to buy and that at which they are prepared to sell. The inability to liquidate currency positions creates the possibility of the Fund being unable to control its losses.

Performance Fee

The Company will not adopt an equalisation methodology for the calculation of the Performance Fee due to the Investment Manager. Shareholders may according underpay or overpay any performance fee due to the Investment Manager when subscribing or redeeming their Investor Shares.

Use of Prime Brokers to Hold Assets

Some or all of the assets of the Sub-Fund may be held in one or more margin accounts with the prime brokers. The margin accounts may provide less segregation of customer assets than would be the case with a more conventional custody arrangement. The prime brokers may also lend, pledge or hypothecate the assets of the Sub-Fund in such accounts, which may result in a potential loss of such assets. As a result, the assets of the Sub-Fund could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time if the prime broker experiences financial difficulty. In such case, the Sub-Fund may experience losses due to insufficient assets of the prime broker to satisfy the claims of its creditors and adverse market movements while its positions cannot be traded which would adversely affect the total return to the Sub-Fund.

THE SUB-FUND'S INVESTMENT PROGRAM IS SPECULATIVE AND ENTAILS SUBSTANTIAL RISKS. MARKET RISKS ARE INHERENT IN ALL INVESTMENTS TO VARYING DEGREES. THE PRACTICES OF LEVERAGE AND ENGAGING IN FINANCE TRANSACTIONS, CAN, IN CERTAIN CIRCUMSTANCES, INCREASE THE ADVERSE IMPACT TO WHICH THE FUND'S INVESTMENT PORTFOLIO MAY BE SUBJECT. NO ASSURANCE CAN BE GIVEN THAT THE SUB-FUND'S INVESTMENT OBJECTIVE WILL BE REALISED. AN INVESTOR MAY LOSE SOME OR ALL OF HIS INVESTMENT.

Pricing

The calculation of the NAV of the Sub-Fund shall be effected by the Administrator at such intervals and on each Valuation Day and in such manner as is stated in the Offering Memorandum.

Section 4 | THE SUB-INVESTMENT MANAGER

Pursuant to a sub-investment management agreement dated on or about the date hereof (the “**Sub-IMA**”) between **Gamma Capital Markets Limited** and **STM Smart Trading Management SA**, the Investment Manager has appointed the latter to act as Sub-Investment Manager in relation to the assets attributable to the Sub-Fund.

The Sub-Investment Manager is a company incorporated in Switzerland and is a member of OAD-FCT, a Swiss Self Regulatory Organisation.

In terms of the Sub-IMA, the Investment Manager delegated the management of the portfolio of assets comprising the Sub-Fund to the Sub-Investment Manager with full discretion, subject to the overall policy guidance, control and review by the Investment Manager, to invest such assets in pursuit of the investment objectives and subject to the investment restrictions described in this Offering Supplement. In carrying out its duties and responsibilities pursuant to the Sub-IMA, the Sub-Investment Manager has agreed to exercise its powers and discharge its duties honestly, in good faith, with the care, skill, prudence and diligence that a reasonably prudent and experienced investment advisor/investment manager acting in a like fiduciary capacity and familiar with advising on trading matters would use in the conduct of an enterprise of like character and aims, and in the best interests of the Investment Manager and the Sub-Fund in the course of the management of the Sub-Fund's portfolio.

The Sub-IMA provides that the Sub-Investment Manager will not be liable for any loss arising in connection with the subject matter of the Sub-IMA unless the loss arose out of the negligence, willful misconduct or lack of good faith or other breach by the Sub-Investment Manager of the provisions of the Sub-IMA or any other agreement entered into by the Sub-Investment Manager with the Investment Manager in relation to the management of the Portfolio. Pursuant to the Sub-IMA, the Sub-Investment Manager has agreed to indemnify the Investment Manager and the Sub-Fund against losses as a result of such wrongful acts.

The Sub-IMA further provides that the agreement may generally be terminated by a party providing at least ninety (90) days prior notice. The Sub-IMA may be terminated without notice in the case of material breaches, liquidation of a party, breach of representations and warranties and/or if it ceases to be lawful for the Sub-Investment Manager to continue to provide its services and shall, unless action to prevent same is taken, terminate automatically if the Investment Management Agreement between the Company and the Investment Manager is terminated.

The Sub-IMA is regulated by the laws of Malta and is subject to the jurisdiction of the Maltese courts.

The fees payable to the Sub-Investment Manager shall be paid by the Investment Manager.

Section 5 | THE EXECUTING BROKERS

Interactive Brokers LLC

In terms of an Institutional Services Customer Agreement (the “**IB Agreement**”) between the Company and **Interactive Brokers LLC** (“**IBLLC**”), the Company has appointed the latter as the executing broker of the Sub-Fund. IBLLC is a member of the New York Stock Exchange and is regulated by the US Financial Industry Regulation Authority (FINRA), the Securities Investor Protection Corporation and the Commodity Futures Trading Commission. Further details regarding IBLLC as well as a sample copy of the terms of the IB Agreement is available on IBLLC’s website (www.interactivebrokers.com).

In terms of the IB Agreement, IBLLC will provide execution, settlement and carrying services to the Sub-Fund. IBLLC will also provide safekeeping services in relation to assets of the Sub-Fund delivered to IBLLC in accordance with the applicable terms of the IB Agreement. IBLLC may hold assets of the Sub-Fund in the US, a money centre country as defined in the US Commodity Exchange Act and regulations thereunder or the country of origin of the currency in which the assets are denominated. In terms of the IB Agreement, IBLLC is entitled to also hold the Sub-Fund’s assets in countries other than those described above in order to facilitate trading in investments denominated in a particular currency.

IBLLC will be granted a pledge over all assets of the Sub-Fund held with it and subjected to a perfected first priority lien and security interest in IBLLC’s favour in order to secure performance of obligation and liabilities to IBLLC. As allowed by applicable law, IBLLC is also authorised in terms of the IB Agreement to lend to itself the securities or assets of the Sub-Fund. IBLLC may, without notice to the Company, pledge, re-pledge, hypothecate or re-hypothecate the Sub-Fund’s securities and assets for any amount due in any account with IBLLC in which the Sub-Fund has an interest without retaining in IBLLC’s possession or control a like amount of assets.

In terms of the IB Agreement, IBLLC’s liability, regardless of the form of action and damages suffered by the Sub-Fund, is limited to the aggregate commissions paid by the Sub-Fund over the six months prior to the event giving rise to the claim.

IBLLC is entitled to terminate the IB Agreement or its services to the Sub-Fund at any time. The Sub-Fund is also entitled to close its account with IBLLC by giving notice electronically through the IBLLC’s website, but only after all positions are closed and all other requirements specified on the said website regarding account closure are satisfied.

The IB Agreement is governed by the laws of the State of New York, and subject to the jurisdiction of the courts of New York. Disputes in connection with the IB Agreement are to be subjected to arbitration in accordance with the IB Agreement.

The present fees and charges of IBLLC are set out in “**Section 6 | Fees, Charges and Expenses**” hereunder however these are subject to variation from time to time by publication on IBLLC’s website.

Banca Zarattini & Co SA

The Sub-Fund has opened a banking relationship with Banca Zarattini & Co SA ("**Banca Zarattini**"). Banca Zarattini is authorised as a bank and securities dealer with the Swiss Financial Market Supervisory Authority (FINMA).

In accordance with the general terms and conditions and the deposit rules of Banca Zarattini ("**BZ T&Cs**"), Banca Zarattini will provide execution, settlement and safekeeping services to the Sub-Fund in relation to the sole assets of the Sub-Fund deposited with Banca Zarattini. Banca Zarattini will not take any responsibility for the activities conducted by the Investment Manager, the Administrator, the Investment Advisor, or any other person entrusted with the safekeeping of the assets of the Sub-Fund, in accordance with the MFSA Rules. The liability of Banca Zarattini is limited to losses arising from Banca Zarattini's gross negligence or fraud and is limited to the value of the assets entrusted with Banca Zarattini for safe-keeping. The Company has also constituted a pledge in favour of Banca Zarattini over the assets of the Sub-Fund entrusted to Banca Zarattini for safe-keeping.

Banca Zarattini is entitled to terminate its business relationship with the Company in respect of the Sub-Fund or its services to the Sub-Fund at any time. The Company may terminate its business relationship with Banca Zarattini at any time.

The BZ T&Cs are governed by the laws of Switzerland, and subject to the jurisdiction of the courts of Lugano, Switzerland.

The fees and charges of Banca Zarattini are set out in "**Section 6 | Fees, Charges and Expenses**" hereunder however these are subject to variation from time to time.

SECTION 6 | FEES, CHARGES AND EXPENSES

Investment Management Fee

The Company will pay the Investment Manager an Investment Management Fee of 2% per annum of NAV in respect of the Class A Investor Shares and an Investment Management Fee of 1.25% per annum of NAV in respect of the Class B Investor Shares. The Investment Management Fee will accrue on every Valuation Day and shall be payable quarterly in arrears.

The Investment Manager will be reimbursed for all properly incurred and approved out-of-pocket expenses.

Performance Fee

The Investment Manager shall also receive from the Company in respect of the Sub-Fund a Performance Fee on the appreciation in the Gross Asset Value ("**GAV**") of the Sub-Fund over the previous High Watermark ("**HWM**") multiplied by the average number of Investor Shares in issue in the related class of Investor Shares from the end of the previous Calculation Period on which a Performance Fee was paid.

The Performance Fee in respect of each Calculation Period will be calculated by reference to the Net Asset Value ("**NAV**") before deduction for any accrued Performance Fee.

In respect of the Class A Investor Shares, for each Calculation Period a Performance Fee shall be payable in the amount of 20% on the appreciation of the Sub-Fund's GAV over the previous HWM. In respect of the Class B Investor Shares, for each Calculation Period a Performance Fee shall be payable in the amount of 10% on the appreciation of the Sub-Fund's GAV over the previous HWM.

Once a Performance Fee has been paid, subsequent Performance Fees will be payable only once the Sub-Fund's GAV exceeds the new HWM. The HWM is the higher of: (a) the Initial Offering Price and (b) the highest NAV per Share on which a Performance Fee was paid.

The Performance Fee will be deemed to accrue as at each Valuation Day and shall be payable quarterly in arrears and normally within fourteen (14) calendar days of the end of each Calculation Period.

The Company will not adopt an equalisation methodology for the calculation of the Performance Fee due to the Investment Manager. Shareholders may according underpay/over pay any performance fee due to the Investment Manager when subscribing and/or redeeming their Investor Shares.

Administration Fee

The Company pays to the Administrator an Administration Fee of 0.135% per annum based on the Net Asset Value of the Sub-Fund subject to a minimum Administration Fee of EUR17,500 per annum. Such fee shall accrue at each Valuation Day and be payable monthly in arrears.

The Administrator is reimbursed for any reasonable out-of-pocket expenses necessarily incurred in the performance of its duties.

Executing Brokerage Fees

The Sub-Fund pays the Executing Brokers a fee based on current market rates.

Other Expenses

The Sub-Fund shall bear the costs incurred for the establishment and regulatory licensing of the Sub-Fund and the offering of the Investor Shares. In particular it shall incur a fee of EUR1,000 payable to the MFSA in respect of the application for licensing of the Sub-Fund and an annual supervisory fee of EUR600 payable to the MFSA upon licensing and, thereafter, on each anniversary of the licensing of the Sub-Fund.

The Sub-Fund will bear its own operating expenses, including, but not limited to, fees payable to the Executing Brokers, Administrator, Investment Manager, organisational and investment expenses (reasonably determined to be related to the investment of the Sub-Fund's assets), administrative expenses, marketing expenses, legal and licensing expenses, government fees, audit, interest and shareholder communication expenses and other expenses associated with the operation of the Sub-Fund. The Sub-Fund may reimburse the Investment Manager for some of the investment expenses incurred in connection with certain services rendered in respect of the Sub-Fund (including, without limitation, compensation for ongoing operational, systems, research and due diligence). The Investment Manager and the Administrator will be responsible to track the expenses of the Sub-Fund. Preliminary and ongoing legal, printing and continuous offering documentation expenses, subject to a maximum of EUR100,000, borne by the Sub-Fund in connection with the continuous offering of Investor Shares, will be capitalized and then amortised by writing off equal instalments on each Valuation Day over five (5) years (and thereafter as incurred).

Whilst the Investment Manager considers that such a valuation methodology is appropriate such policy may conflict with International Financial Reporting Standards.

The Sub-Fund will also be subject to other fees including, its pro-rata share of the operating expenses of the Company as set out in the Offering Memorandum.

Subscription Charge

There is a Subscription Charge of up to 2% of the subscription amount.

Redemption Charge

There is a Redemption Charge of up to 2% of the redemption amount.

Section 7 | GENERAL INFORMATION

The Rights of Shareholders

The rights of Shareholders are stated in the Memorandum and Articles of the Company and in the Companies Act. The Investor Shares entitle Shareholders to participate in the movements, both positive and negative, in value of the assets of the Sub-Fund. It is expected that the Company will declare dividends on a six (6) monthly basis in respect of the Class A Investor Shares, as at the last Subscription Day of June and December each year. It is not envisaged that any income or gains will be distributed by the Company to the Shareholders of the Class B Investor Shares. The Shareholder is entitled to request the redemption of the Investor Shares held by him at any time and the Investor Shares will, subject to the relevant Redemption Notice Period, be repurchased by the Company on the next Redemption Day following such request. **The Investor Shares are non-voting.** On winding up of the Sub-Fund the holders of the Investor Shares shall be entitled to their share of the value of the assets of the Sub-Fund.

Share Capital and Accounts

All amounts received by the Company on the issue of Investor Shares, initially and subsequently, will be credited as share capital of the Company and will form part of the net assets of the Sub-Fund. Separate accounts are kept for the assets of the Sub-Fund.

Fractional Shares

Fractional Shares will be issued up to four (4) decimal places.

Duration of the Sub-Fund

The Sub-Fund has been constituted for an indefinite period.

Sub-Fund Income and Declaration of Dividends in respect of the Class A Investor Shares

It is intended that the Company will distribute dividends in respect of the Class A Investor Shares in such amounts and with such frequency as may be determined by the Directors. It is envisaged, but no guarantee is given, that:

- a. the Sub-Fund will declare dividends on a six monthly basis (each being an “Interim Period”) ending on the last Subscription Day in June and December each year (each a “Dividend Cut-Off Date”) and this in the form of interim dividends;
- b. each interim dividend shall be equal to EUR1.5 per Share (or 1.5% of the Initial Offering Price);
- c. at each annual general meeting, a further final dividend may, if recommended by the Directors and approved by the Shareholders, also be paid.

Only those holders of the Class A Investor Shares listed on the Company's register of members at close of business on the last Business Day immediately preceding the relevant Dividend Cut-Off Date shall be entitled to receive the respective dividend payments for the relevant Interim Period. Payments shall be effected in the Base Currency unless a different arrangement has been agreed to by the Investment Manager.

Payment of a dividend will be made in the name of the holder of the Class A Investor Shares or, in the case of joint holders in the name of the first-named joint holder. Payment to the first-named joint holder shall be as effective a discharge to the Company and the Investment Manager as if such first-named joint holder had been a sole holder. Without prejudice to the foregoing, joint holders may request that dividends be apportioned amongst the joint holders in which case, and if accepted by the Company, the holders shall bear all extra costs in that regard.

The Directors reserve the right to stipulate a threshold below which dividend payments will be automatically re-invested. Any dividend payments which remain unclaimed after a period of twelve (12) years from the date of payment shall then be transferred to and become part of the Sub-Fund's assets and neither the payee, Shareholder nor their successor(s) in title shall have any right thereto other than as part of the NAV per Share.

Shareholders entitled to receive dividend payments will, on or after the payment date, be sent a Dividend Certificate which shall include details in respect of the income distributed including, if required by any applicable legislation, a statement of how much of the amount to which they are entitled represents any tax deducted in respect of that income.

The Company will not follow an income equalisation process when determining the extent of the dividend distribution. All dividend payments shall be effected in accordance with the Licence Conditions or any other applicable MFSA requirements.

DIRECTORY

Directors of the Company

Mr. Nicholas Calamatta
Mr. Claudio Tonolla
Mr. Marcello Sertoni

Registered Office

Pilatus SICAV p.l.c.
259, St. Paul Street,
Valletta VLT 1213,
Malta

Investment Committee

Mr. Nicholas Calamatta
Mr. Enzo Filippini
Mr. Anthony V. Xuereb

Investment Manager

Gamma Capital Markets Limited
259, St. Paul Street,
Valletta VLT 1213,
Malta

Sub-Investment Manager

STM Smart Trading Management SA
Via Cantonale, 1,
6900 Lugano,
Switzerland

Administrator

Calamatta Cuschieri Fund Services Limited
Ewropa Business Centre,
Dun Karm Street,
B'Kara BKR 9034,
Malta

Executing Brokers

Interactive Brokers LLC
One Pickwick Plaza,
2nd Floor Greenwich CT 06830,
Connecticut,
United States of America

Banca Zarattini & Co SA
Via Pretorio 1,
6900 Lugano,
Switzerland

Company Secretary

E2S Monitoring Ltd.
259, St. Paul Street,
Valletta VLT 1213,
Malta

Auditors**PricewaterhouseCoopers**

78, Mill Street,
Qormi QRM 3101,
Malta

Legal Advisors (Malta)**GANADO Advocates**

171, Old Bakery Street,
Valletta VLT 1455,
Malta