

*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.*

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# Offering Supplement

22 September, 2017

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

## Opportunity Global Bond 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)

### **Calamatta Cuschieri Fund Services Limited**

(Administrator)

### **Banca Credinvest SA**

(Executing Broker)

### **Banca Zarattini & Co SA**

(Executing Broker)

### **Interactive Brokers LLC**

(Executing Broker)

### **Springlet Finance & Consulting SA**

(Sub-Investment Manager)

***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.*

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**The Opportunity Global Bond 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:

<b>Calculation Period</b>	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.
<b>Investor Shares</b>	Class A and Class B non-voting participating shares (which may include fractions of a whole share) of no par value in the Sub-Fund.
<b>Offering Period</b>	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.
<b>Offering Price</b>	<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 EUR100.000 per Class B Investor Share.</p>
<b>Offering Supplement</b>	This Offering Supplement as the same may be amended, supplemented and/or consolidated from time to time.
<b>Redemption Day</b>	The first Business Day of every month and/or such other day or days as the Directors may from time to time determine.
<b>Redemption Price</b>	The price at which Investor Shares shall be redeemed, which shall be equivalent to the Offering Price.
<b>Redemption Proceeds</b>	The Redemption Price multiplied by the number of Investor Shares being redeemed less the applicable Redemption Charge.
<b>Sub-Fund</b>	Opportunity Global Bond Sub-Fund.
<b>Subscription Day</b>	The first Business Day of every month and/or such other day or days as the Directors may from time to time determine.
<b>Valuation Day</b>	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

<b>Name of the Sub-Fund</b>	Opportunity Global Bond Sub-Fund.
<b>Segregation</b>	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.
<b>Classes of Investor Shares</b>	Class A Investor Shares. Class B Investor Shares.
<b>Base Currency</b>	Class A Investor Shares – EUR. Class B Investor Shares – EUR.
<b>ISINs</b>	Class A Investor Shares - MT7000010492. Class B Investor Shares - MT7000015004.
<b>Tax Status</b>	The Sub-Fund is classified as a <b>Non-Prescribed Fund</b> . Please refer to “ <b>Section 13   Taxation</b> ” 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

<b>Investment Objective</b>	<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><b>There is no guarantee that the investment objective of the Sub-Fund will be achieved and investment results may vary substantially over time.</b></p>
<b>Investment Policies</b>	<p>In order to achieve its objective the Sub-Fund shall invest primarily in a diversified portfolio of instruments including but not limited to (i) listed transferable securities including bonds and equities, (ii) index (mainly equity and commodity based indices) futures, (ii) commodity (mainly agricultural, livestock, energy, precious metals and industrial metals) derivatives, (iv) spot and forward foreign exchange contracts, and (v) Exchange Traded Funds.</p> <p>The Sub-Fund may invest in derivatives linked to commodities however such holding will never lead to the</p>

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.

The Sub-Fund will generally invest in assets denominated in EUR, CHF, USD and GBP. The Sub-Fund will follow a multi-market, multi-time frame and multi-strategy investment approach and will accordingly follow various strategies that focus on different markets, asset classes and time frames with an investment bias towards bonds and other debt instruments.

The Sub-Fund may invest directly in these asset classes but it is expected that it will mainly invest in these asset classes indirectly through other collective investment schemes and structured products linked to amongst others securities, indices and commodities. The exposure to collective investment schemes or structured products shall not exceed 90% of total assets of the Sub-Fund.

The Sub-Fund is not expected to have any bias towards any specific issuer, industrial, geographic or other market sector or capitalisation.

The Sub-Fund will invest in bonds that have a credit rating of at least "B-" by S&P, provided that the Sub-Fund may invest a maximum of 60% of its assets directly in non-rated bonds. The bond portfolio of the Sub-Fund is expected to have an average duration of 3 to 5 years.

The Sub-Fund shall invest in equities of medium to large capitalisation companies (market capitalisation in excess of USD1 billion) with a maximum of 30% of the assets of the Sub-Fund being invested in the equities of small capitalisation companies (market capitalisation less than USD1 billion).

The Sub-Fund will be exposed to indices which are traded in the major futures markets in the EU and US and in other selected countries.

The Investment Manager is also expected to invest in FDIs and ETFs for hedging purposes and the reduction of risk. The Sub-Fund may invest in short-term fixed income instruments, money market funds and cash and cash equivalents. The Sub-Fund may also retain amounts in cash or cash equivalents, pending reinvestment and to meet operating expenses and redemption requests, if this is considered appropriate to the objective of maximising

**Investment, Borrowing and Leverage Restrictions**

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.

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

The Sub-Fund will not be subject to any restrictions on borrowing for investment purposes.

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

**The Initial Offering****Initial Offering Period**

In respect of the Class A Investor Shares, from the 18<sup>th</sup> June, 2014 until the Closing Date.

In respect of the Class B Investor Shares, from the 15<sup>th</sup> October, 2015 until the Closing Date.

**Closing Date**

In respect of the Class A Investor Shares, the Closing Date was 30<sup>th</sup> November, 2014.

In respect of the Class B Investor Shares, the Closing Date was the 31<sup>st</sup> December, 2015.

**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***Class A Investor Shares*

2.00% per annum, calculated on the NAV on each Valuation Day and will be payable quarterly in arrears.

*Class B Investor Shares*

0.40% per annum, calculated on the NAV on each Valuation Day and will be payable quarterly in arrears.

**Performance Fee***Class A Investor Shares*

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 25% on the appreciation of the Sub-Fund’s GAV over the previous HWM.

	<p><u>Class B Investor Shares</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.</p>
<b>Subscription Charge</b>	<p><u>Class A Investor Shares</u> Up to 3% of the of the subscription amount.</p> <p><u>Class B Investor Shares</u> None.</p>
<b>Redemption Charge</b>	<p><u>Class A Investor Shares</u> Up to 3% of the redemption amount.</p> <p><u>Class B Investor Shares</u> None.</p>
<b>Switching Charge</b>	<p><u>Class A Investor Shares</u> None.</p> <p><u>Class B Investor Shares</u> None.</p>

### Minimum Subscription, Holding and Redemption Requirements

<b>Minimum Initial Subscription</b>	<p>Class A Investor Shares – EUR75,000 Class B Investor Shares – EUR75,000</p>
<b>Minimum Additional Subscription</b>	<p>Class A Investor Shares – EUR10,000 Class B Investor Shares – EUR10,000</p>
<b>Minimum Holding</b>	<p>Class A Investor Shares – EUR75,000 Class B Investor Shares – EUR75,000</p>
<b>Minimum Redemption</b>	<p>Class A Investor Shares – EUR10,000 Class B Investor Shares – EUR10,000</p>
<b>Notice Periods</b>	
<b>Subscription Notice Period</b>	10 a.m. CET, five (5) Business Days prior to the relevant Subscription Day.
<b>Redemption Notice Period</b>	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 and up to 100,000,000 Class B Investor Shares with no nominal value are on offer. The offering of the Class A Investor Shares at the Initial Offering Price opened on the 18<sup>th</sup> June, 2014 and closed on the Closing Date. The offering of the Class B Investor Shares at the Initial Offering Price opened on the 15<sup>th</sup> October, 2015 and closed on the Closing Date.

During the Offering Period, which shall commence from the first Business Day after the close of the Initial Offering Period, the offer will be for Investor Shares at the Offering Price applicable on the relevant Subscription Day. The Offering Period 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 five (5) 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 is 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.

## 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.

### Liquidity Risk

The Sub-Fund is also subject to liquidity risk, which is the risk that the Sub-Fund may be unable to meet its obligations as they become due. The ability of the Sub-Fund to meet its obligations will be dependent on, *inter alia*, the timely payment of any amounts due under the assets in which the Sub-Fund may have invested in. At various times, the markets for securities in which a Sub-Fund may invest in may be “thin” or illiquid, making purchases or sales of securities at desired prices or in desired quantities difficult or impossible. The Sub-Fund is also subject to the risk of delay arising between the scheduled payment dates for interest, dividends or other distributions owed to the Sub-Fund in respect of the assets in which the Sub-Fund has invested in and the date of actual receipt of those payments, dividends or other distributions. Any delay in payments due to the Sub-Fund in respect of the assets in which the Sub-Fund would have invested could result in a delay in payments due by the Sub-Fund to shareholders.

The liquidity of the market may also be affected by a halt in trading on a particular futures or securities exchange or exchanges. Illiquid markets may make it difficult for a Sub-Fund to get an order executed at a desired price. All of the above could result in delays in the calculation of the NAV and/or payment of any Redemption Proceeds. Under certain circumstances, the Sub-Fund may be unable to liquidate portfolio investments due to the absence of a liquid market, and consequently, may not be able to redeem Investor Shares.

### 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 Sub-Fund being unable to control its losses.

### **OTC Derivatives**

The Sub-Fund may enter into over the counter agreements (“**OTC Derivative Agreements**”). These agreements are individually negotiated and can be structured to include exposure to a variety of different types of investments, asset classes or market factors. Depending on their structure, OTC Derivative Agreements may increase or decrease the Sub-Fund's exposure to, for example, equity securities. OTC Derivative Agreements can take many different forms and are known by a variety of names. The Sub-Fund is not limited to any particular form of OTC Derivative Agreements if consistent with the Sub-Fund's investment objective and policy. Whether the Sub-Fund's use of OTC Derivative Agreements will be successful will depend on the Investment Manager's ability to select appropriate transactions for the Sub-Fund. Derivative transactions may be highly illiquid and may increase or decrease the volatility of the Sub-Fund's portfolio. Moreover, the Sub-Fund bears the risk of loss of the amount expected to be received under an OTC Derivative Agreements in the event of the default or insolvency of its counterparty. The Sub-Fund will also bear the risk of loss related to OTC Derivative Agreements, for example, for breaches of such agreements or the failure of the Sub-Fund to post or maintain required collateral. Many derivative markets are relatively new and still developing. It is possible that developments in the derivative markets, including potential government regulation, could adversely affect the Sub-Fund's ability to terminate existing derivative transactions or to realise amounts to be received under such transactions.

### **Small and Medium Capitalisation Companies**

The Sub-Fund may invest a portion of its assets in the securities of companies with small- to medium-sized market capitalisations. While such investments may often provide significant potential for appreciation, those stocks, particularly small-capitalisation stocks, involve higher risks in some respects than do investments in securities of larger companies. For example, prices of small-capitalisation and even medium-capitalisation securities are often more volatile than prices of large-capitalisation securities and the risk of bankruptcy or insolvency of many smaller companies (with the attendant losses to investors) is higher than for larger, “blue-chip” companies. In addition, due to thin trading in the securities of some small-capitalisation companies, an investment in those companies may be illiquid.

### **Below Investment-Grade Investments**

The Sub-Fund may invest in private and government debt securities and instruments, which may be unrated or below investment grade. It is likely that many of the debt instruments in which the Sub-Fund invests may be unrated, and whether or not rated, the debt instrument may have speculative characteristics. The issuers of such instruments may face significant on-going uncertainties and exposure to adverse conditions that may undermine the issuer's ability to make timely payment of

interest and principal. Such instruments are regarded as predominantly speculative with respect to the issuer's capacity to pay interest and repay principal in accordance with the terms of the obligations and involve major risk exposure to adverse conditions. In addition, an economic recession could severely disrupt the market for most of these securities and may have an adverse impact on the value of such instruments. It is also likely that any such economic downturn could adversely affect the ability of the issuers of such securities to repay principal and pay interest thereon and increase the incidence of default for such securities.

### **Investments in Distressed Securities**

The Sub-Fund may invest in “below investment grade” securities and obligations of issuers in weak financial condition, experiencing poor operating results, having substantial capital needs or negative net worth, facing special competitive or product obsolescence problems, including companies involved in bankruptcy or other reorganisation and liquidation proceedings. These securities are likely to be particularly risky investments although they also may offer the potential for correspondingly high returns. Among the risks inherent in investments in troubled entities is the fact that it may frequently be difficult to obtain information as to the true condition of such issuers. Such investments may also be adversely affected by laws relating to, among other things, fraudulent transfers and other voidable transfers or payments, lender liability and the bankruptcy court's power to disallow, reduce, subordinate or disenfranchise particular claims. Such companies' securities may be considered speculative, and the ability of such companies to pay their debts on schedule could be affected by adverse interest rate movements, changes in the general economic climate, economic factors affecting a particular industry or specific developments within such companies. In addition, there is no minimum credit standard that is a prerequisite to the Sub-Fund's investment in any instrument, and a significant portion of the obligations and securities in which the Sub-Fund invests may be less than investment grade. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is no assurance that the Investment Manager will correctly evaluate the value of the assets collateralising the Sub-Fund's loans or the prospects for a successful reorganisation or similar action. In any reorganisation or liquidation proceeding relating to a company in which the Sub-Fund invests, the Sub-Fund may lose its entire investment, may be required to accept cash or securities with a value less than the Sub-Fund's original investment and/or may be required to accept payment over an extended period of time. Under such circumstances, the returns generated from the Sub-Fund's investments may not compensate the shareholders adequately for the risks assumed.

In liquidation (both in and out of bankruptcy) and other forms of corporate reorganisation, there exists the risk that the reorganisation either will be unsuccessful (due to, for example, failure to obtain requisite approvals), will be delayed (for example, until various liabilities, actual or contingent, have been satisfied) or will result in a distribution of cash or a new security the value of which will be less than the purchase price to the Sub-Fund of the security in respect to which such distribution was made.

In certain transactions, the Sub-Fund may not be “hedged” against market fluctuations, or, in liquidation situations, may not accurately value the assets of the company being liquidated. This can result in losses, even if the proposed transaction is consummated.

### **Exchange-Traded Funds**

The Sub-Fund may invest in exchange-traded funds (“**ETFs**”). An ETF trades like common stock and represents a fixed portfolio of securities designed to track a particular market index. The risks of

owning an ETF generally reflect the risks of owning the underlying securities they are designed to track, although lack of liquidity in an ETF could result in it being more volatile and ETFs have management fees that increase their costs. ETFs are also subject to other risks, including: (a) the risk that their prices may not correlate perfectly with changes in the underlying index; and (b) the risk of possible trading halts due to market conditions or other reasons that, in the view of the exchange upon which an ETF trades, would make trading in the ETF inadvisable. An exchange-traded sector fund may also be adversely affected by the performance of that specific sector or group of industries on which it is based.

### **Performance Fee**

The Company will not adopt an equalisation methodology for the calculation of the Performance Fee due to the Investment Manager. Shareholders may accordingly 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. 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

### Springlet Finance & Consulting SA

Pursuant to a sub-investment management agreement dated on or about the date hereof (the “**Sub-IMA**”) between **Gamma Capital Markets Limited** and **Springlet Finance & Consulting SA** (the “**Sub-Investment Manager**”), 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 SRO Poly.Reg., Zürich, 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 BROKER

### Banca Credinvest SA

The Sub-Fund has opened a banking relationship with Banca Credinvest SA (“**Banca Credinvest**”). Banca Credinvest 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 Credinvest (“**BC T&Cs**”), Banca Credinvest will provide execution, settlement and safekeeping services to the Sub-Fund in relation to the sole assets of the Sub-Fund deposited with Banca Credinvest. Banca Credinvest will not take any responsibility for the activities conducted by the Investment Manager, the Administrator, the Sub-Investment Manager, or any other person entrusted with the safekeeping of the assets of the Sub-Fund, in accordance with the MFSA Rules.

Banca Credinvest 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 Credinvest at any moment provided that advance written notice is provided.

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

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

### 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.

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.

### **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 an Executing Broker in respect 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 are available on IBLLC’s website ([www.interactivebrokers.com](http://www.interactivebrokers.com)).

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 or others 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 (6) 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.

## SECTION 6 | FEES, CHARGES AND EXPENSES

### Investment Management Fee

The Company will pay the Investment Manager an Investment Management Fee of 2.00% per annum of NAV in respect of the Class A Investor Shares and 0.40% 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 25% 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 20% 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 EUR15,000 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 each Executing Broker 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 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 capitalised 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

With respect to the Class A Investor Shares, there is a Subscription Charge of up to 3% of the subscription amount.

There is no Subscription Charge for the Class B Investor Shares.

## Redemption Charge

With respect to Class A Investor Shares, there is a Redemption Charge of up to 3% of the redemption amount.

There is no Redemption Charge for the Class B Investor Shares.

## 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 an annual basis, as at the last Subscription Day of December each year. 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

It is intended that the Company will distribute dividends in respect of the 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 an annual basis on the last Subscription Day in December each year (a “**Dividend Cut-Off Date**”);
- b. each dividend shall be equal to EUR6 per Share (or 6% 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 Shareholders 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 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 Shareholder 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**

**Springlet Finance & Consulting SA**  
Piazza Nuova 25,  
6537 Grono,  
Switzerland

**Administrator**

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

**Executing Broker**

**Banca Credinvest SA**  
Via Canova 1,  
6901 Lugano,  
Switzerland

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

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

**Company Secretary**

**E2S Monitoring Ltd.**

259, St. Paul Street,  
Valletta VLT 1213,  
Malta

**Auditors**

**PricewaterhouseCoopers**

78, Mill Street,  
Qormi QRM3101,  
Malta

**Legal Advisors (Malta)**

**GANADO Advocates**

171, Old Bakery Street,  
Valletta VLT 1455,  
Malta