

OFFER DOCUMENT FIADCAPITAL PERFORMANCE

AUF FIADCAPITAL PERFORMANCE – CAPITALIZATION SHARES

Alternative Investment Fund /article L. 214-24 III of the French Monetary and Financial Code

OFFER DOCUMENT

FiadCapital Performance

ALTERNATIVE INVESTMENT FUNDS “OTHER AIF” GOVERNED BY ARTICLES L.214-24 I and III OF THE FRENCH MONETARY AND FINANCIAL CODE AND 421-24 A 421-26, 421-28 A 421-29 AND 421-38 II of the RGAMF

This document provides essential information to investors in this Fund. It is not a promotional document. The information it contains is provided to help you understand what an investment in this Fund is and what risks are associated with it. You are advised to read it to make an informed decision whether to invest or not.

The “FIADCAPITAL PERFORMANCE” AIF is a Fund classified as “other AIF”. This is a regulated AIF but not approved by the Financial Markets Authority whose operating rules are set by the offer document and the regulations. Before investing in this

Fund, you should understand how it will be managed and what are the particular risks associated with the management implemented. In particular, you must read the conditions and specific methods of operation and management of this Fund:

- Rules of investment and engagement;
- Conditions and terms of subscriptions, acquisitions, redemptions of shares;
- Net asset value below which it is dissolved.

These conditions and terms are set out in the FIA regulations as well as the conditions under which the regulations may be amended.

« Only professional investors mentioned in the “concerned subscribers” section can subscribe to or acquire units of the FIADCAPITAL PERFORMANCE Fund. »

AIF classified as “Other AIF” reserved for professionals

FIADCAPITAL PERFORMANCE

I. GENERAL CHARACTERISTICS

Form of the AIF :

Name:	FIADCAPITAL PERFORMANCE
Legal status :	Other AIFs with regulations under French law
Creation date :	Start of management upon reaching a threshold of €15,000,000.
Expected duration of existence:	99 years
Feeder:	No

Contact details

FiadCapital
 6 rue d'Armaillé
 75017 PARIS

www.fiadcapital.fr
contact@fiadcapital.fr

Summary of the management offer:

ISIN Code	Fund Name	Currency	Original Net Asset Value	Allocation of income/capital gains	Subscribers concerned	Minimum initial investment	Share type
-	FIADCAPITAL PERFORMANCE	EUR	50,000 EUR	CAPITALIZATION	Professionals and Institutions (art. D533-11 of the French Monetary and Financial Code)	50,000 euros*	Share A Capitalization

*The management company (or any other entity belonging to the same group) may subscribe to 1 share (the number of shares subscribed may be below the minimum initial subscription amount) for the purposes of setting up the AIF.

Place where you can obtain the latest annual report and the latest periodic statement:

The latest annual and periodic documents are sent within one week upon simple written request from the bearer to:
FiadCapital – 6 rue d'Armaillé – 75017 Paris.

Contact : <https://www.fiadcapital.fr/contact>

These documents are also available on the website <https://fiadcapital.fr>.

If necessary, you can obtain additional information using the contact details above.

In accordance with the provisions of French law relating to the protection of individuals with regard to the processing of personal data and all applicable local laws and regulations, in each case, as amended, reworked or replaced [including following the entry into force of Regulation (EU) 2016/679 (hereinafter the “GDPR”)], the Management Company collects, records and processes, electronically or by any other means, the personal data of investors in order to carry out the services requested by investors and to comply with the obligations imposed on it by laws and regulations. The personal data of investors processed by the Management Company includes, in particular, name, contact details (including postal or electronic address), tax identification number (NIF), bank details, amount invested and held in the Fund (“Personal Data”). Any investor may, at his discretion, refuse to communicate Personal Data to the Management Company. In this case, however, the Management Company may refuse a request to subscribe for Units. Every investor has the right: (i) to view their Personal Data (including, in certain cases, in a commonly used, machine-readable format); (ii) to obtain their Personal Data rectified (if they are incorrect or incomplete); (iii) to obtain that their Personal Data is deleted when the Management Company or the Fund no longer has a legitimate reason to process them; (iv) to obtain that the processing of their Personal Data is limited; (v) to object to the processing of their Personal Data by the Management Company in certain circumstances; and (vi) lodge a complaint with the competent supervisory authority, by writing to the Management Company at its registered office address. Personal Data is processed, in particular, for the purposes of executing subscription, redemption and conversion orders for Units, paying dividends to investors, administering accounts, managing customer relations, the execution of controls on excessive trading and market timing practices, tax identification in accordance with the laws and regulations of France or other countries [including laws and regulations relating to the FATCA program or the CRS (the “CRS”, which is the abbreviation for “Common Reporting Standard”, means the Standard for the Automatic Exchange of Financial Account Information for Tax Purposes, developed by the OECD and implemented implemented, in particular, by Directive 2014/107/EU)] and compliance with the applicable rules on the fight against money laundering. Personal Data provided by investors is also processed for the purposes of maintaining the register of Fund Holders. Personal Data may also be processed for prospecting purposes. Any investor has the right to object to the use of their Personal Data for prospecting purposes by writing to the Fund. The Management Company may request consent from investors to collect or process their Personal Data on certain occasions, for example, for marketing purposes. Investors can withdraw their consent at any time. The Management Company also processes Personal Data of investors when such processing is necessary to honor its contract with the investors concerned or when required by law, for example, if the Fund receives a request for this purpose from law enforcement officials. public or other state agents. The Management Company also processes investors' Personal Data when it has a legitimate interest in doing so and the investors' rights to the protection of their data do not override this interest. For example, the Fund has a legitimate interest in ensuring its proper functioning. Personal Data may be transferred to subsidiaries and third party entities involved in the activity of the Fund, including, in particular, the Management Company, the Central Administration, the Depositary, the Transfer Agent and the Distributors, which are located in the European Union. Personal Data may also be transferred to entities located in countries that are not members of the European Union and whose

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data protection laws do not necessarily ensure an adequate level of protection. By subscribing to Units, any investor expressly accepts the transfer of their Personal Data to the aforementioned entities and their processing by these entities, including entities located outside the European Union, and in particular in countries which do not necessarily provide an adequate level of protection. The Management Company or the Fund may also transfer Personal Data to third parties, such as government or regulatory bodies, including tax authorities, inside or outside the European Union, in accordance with applicable laws. and applicable regulations. In particular, Personal Data may be disclosed to the tax authorities of France, which may in turn act as data controller and disclose it to the tax authorities of other countries. Investors can obtain further information on how the Fund ensures that transfers of Personal Data comply with the GDPR by contacting the Fund at the registered office of the Management Company. Subject to the legally applicable minimum retention periods, Personal Data is not retained for a period exceeding that necessary for the purposes of data processing.

Contact details

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II. ACTORS

Collective investment management company:	<p>FiadCapital SAS with a single shareholder and variable capital. 6 rue d'Armaillé – 75017 Paris RCS PARIS 905380408</p> <p>Collective investment management company under Article L543-1 of the French Monetary and Financial Code not approved by the Financial Markets Authority.</p>
Marketers:	<ul style="list-style-type: none"> - FiadCapital Simplified Single-Personal Joint Stock Company with variable capital. - Any other distributor with whom the managing company has entered into a contract.
Depository:	FiadCapital or any other entities approved by FiadCapital.
Centralizer:	FiadCapital or any other entities approved by FiadCapital.
Nominative register keeper:	FiadCapital or any other entities approved by FiadCapital.

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III. OPERATING AND MANAGEMENT PROCEDURES

III.1 MAIN FEATURES

Characteristics of the shares:

ISIN Code :	-
Nature of the right attached to the category of shares:	Each unitholder has a right of co-ownership over the assets of the Fund proportional to the number of units owned.
Conditions for maintaining liabilities:	Liabilities are maintained by FiadCapital.
Right to vote :	No voting rights are attached to the shares of the Fund. Decisions are made by the management company.
Form of shares:	The shares are in registered form.
Decimalization:	Subscriptions and redemptions can be made in amount, in whole number of shares.
Closing Date :	The financial year ends on the last day of the Paris Stock Exchange in December. The first financial year ends on the last day of the Paris Stock Exchange of the current year.
Tax system :	The Fund is not subject to corporate tax and a tax transparency regime applies to the holder. The tax regime applicable to capital gains or losses realized by the Fund, unrealized or realized by it, depends on the tax provisions applicable to the particular situation of each holder and/or the jurisdiction from which the holder invested the funds. .

III.2 PARTICULAR DISPOSITIONS

Classification : AIF below the “Other AIF” thresholds financial contracts on regulated markets.

Management objective: The FiadCapital Performance Fund is a Fund reserved for professional investors which aims to deliver positive performance and offer active management uncorrelated with the economic environment and the behavior of the financial markets. It aims for a positive annual performance net of all management costs of the funds entrusted of 7% with the use of a leverage effect.

Investment strategy: To enable the Fund to achieve its objectives, active management will be put in place. It is mainly based on a discretionary and short-term “trend following” method aimed at taking advantage of upward and downward market trends on futures contracts over different time horizons: from a few seconds to a few seconds. days. Management is based on technical, graphical and fundamental analysis.

This method can be supplemented by other methodologies exploiting market phenomena such as volatility or noise. Pattern recognition is also used and relies on short-term analysis to determine whether recent market movements have already occurred in the past. Human management takes a position after taking into account the different types of analysis mentioned.

Management only uses derivative products (futures contracts).

The fund does not have a sustainable investment objective and does not specifically promote environmental and/or social characteristics.

Assets processed: Futures contracts and in particular on stock indexes with the German Dax as underlying.

This expected leverage ratio, as communicated, is not intended to constitute an additional exposure limit for the Fund. The leverage ratio significantly increases the financial risks associated with management.

Cash loans:

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As part of its cash management, the Fund cannot be in the position of borrowing cash.

Reference indicator:

The fund is actively managed and the investment process involves reference to an indicator. The indicator selected does not explicitly take into account sustainability criteria.

Indicator name	€STR capitalized
Definition of the indicator	€STR: it represents the short-term rate in euros which reflects the costs of unsecured overnight borrowing in euros for banks in the euro zone.
Using the indicator	In determining risk levels/parameters: - for performance comparison purposes; - for purposes of calculating outperformance fees.
Indicator supplier	The €STR index is provided by European Money Markets Institute which is an entity registered with ESMA in accordance with the provisions of Article 34 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 concerning indices used as benchmarks in financial instruments and contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596 /2014. It is available on the website https://www.emmi-benchmarks.eu .

Risk profile: Your money will be invested, in derivative financial instruments (on a non-permanent basis), on futures contracts derived from the Dax index, selected by the management company. These instruments will experience market developments and vagaries and positions taken both upwards and downwards and with or without the use of leverage.

Risk of capital loss:

The investor is warned that the performance of the AIF may not be consistent with its objectives and that his invested capital may not be totally or fully returned to him.

- **Counterparty risk:**
The Fund may enter into financial derivative transactions as well as other contracts that involve exposure to the credit risk of certain counterparties. If a counterparty defaults on its obligation, the Fund may experience a decline in net asset value.
- **Risks linked to derivative instruments :**
The Fund uses derivative instruments, i.e. financial instruments whose value depends on that of an underlying asset. However, fluctuations in the price of the underlying asset, even small ones, can lead to significant changes in the price of the corresponding derivative instrument.
- **Operational risk :**
The risk of loss to the Fund resulting from inadequate internal processes or breakdowns, human errors or external events.
- **Selection risk :**
The Manager's judgment as to the attractiveness, value and potential appreciation of a security or one or more positions could prove to be incorrect and result in losses.
- **Leverage risk :**
Positions are sometimes taken with high leverage to amplify gains but also losses. Compared to other types of investments, the Fund can deal with a high level of leverage. The use of leverage can result in significant volatility, and the Fund may suffer increased losses depending on the level of leverage.
- **Equity risk :**
The Fund may be exposed to equity market risk (through derivatives). These investments, resulting in exposure to buying or selling, may entail risks of significant losses. A variation in the stock market in the opposite direction to the positions could lead to risks of loss and could reduce the net asset value of the Fund.
- **Liquidity risk :**
As the Fund is closed, selling its share on the secondary market may take time and may be impossible before the end of the Fund's term.
- **Risk of volatility :**
The Fund's net asset value is likely to experience greater price changes over a given period of time, which may present opportunities for higher returns but also increased risks.

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Guarantee or protection: As the Fund does not offer a guarantee, taking positions is a factor that could lead it to not return the capital initially invested.

Subscribers concerned and profile of the typical investor :

This Fund is intended only for professional investors (particularly institutional investors). Units of the Fund may only be sold to professional investors.

It is aimed at professional investors who wish to obtain performance, with full awareness of the risks and in particular with the aim of diversifying their portfolio and/or obtaining returns during downturns, while exposing themselves to market risks with a leverage effect. .

Are Ineligible Persons:

- "U.S. PERSON" within the meaning of Regulation S of the SEC (Part 230-17 CFR230.903): the Fund is not and will not be registered under the US Investment Company Act of 1940. Any resale or transfer of shares in the United States of America or to a "US Person" within the meaning of Regulation S of the SEC (Part 230-17 CFR 230.903) may constitute a violation of American law and requires the prior written consent of the management company.

The offering of shares has not been authorized or rejected by the SEC, the specialized commission of any American state or any other American regulatory authority, nor have said authorities expressed their opinion or sanctioned the merits of this offer. offer, nor the accuracy or adequacy of the documents relating to this offer. Any assertion to this effect is contrary to the law.

The definition of "US Person(s)" as defined by SEC Regulation S (Part 230-17 CFR230.903) is available at the following address: <http://www.sec.gov/rules/final /33-7505.htm>

- "U.S. PERSON" within the meaning of the Foreign Account Tax Compliance Act (FATCA) regulations, defined by the intergovernmental agreement signed between France and the United States on November 14, 2013. The definition of "U.S. Person(s)" as as defined by FATCA is available at the following address: http://www.economie.gouv.fr/files/usa_accord_fatca_14nov13.pdf

The definition of these notions is available at the following address: http://www.economie.gouv.fr/files/usa_accord_fatca_14nov13.pdf

Persons wishing to acquire or subscribe to units of this FCP will, where applicable, have to certify in writing that they are not "U.S. Persons" under the aforementioned Regulation S of the SEC and/or FATCA.

Any holder must immediately inform the management company in the event that he or she becomes an Ineligible Person. Any holder who becomes an Ineligible Person will no longer be authorized to acquire new shares. The management company reserves the right to carry out the forced redemption of any shares held, either directly or indirectly by a Non-Eligible Person, or through the intermediation of a Non-Eligible Intermediary, or if the holding of the shares by any person whether this is contrary to the law or the interests of this FCP.

Recommended investment duration :

The recommended minimum investment period is 2 years.

The amount to invest in this Fund depends on the financial situation of the professional investor. The investor must take into account his current situation and the Fund's horizon, but also his desire to take risks to obtain returns and diversification.

It is strongly recommended that you diversify your choices so as not to expose your investments solely to the risks of this Fund. Diversifying your portfolio into distinct assets (monetary, bond, equities), in specific sectors of activity and in different geographical areas allows both a better distribution of risks and an optimization of the management of a portfolio taking into account the evolution of the markets.

Modalities for determining and allocating income:

Capitalization of net realized capital gains.

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Characteristics of the shares:

ISIN Code :	-
Nature of the right attached to the category of shares :	The rights of the co-owners are expressed in shares, each share corresponding to the same fraction of the assets of the Fund. Each unit holder has a right of co-ownership over the assets of the Fund proportional to the number of units owned.
Procedures for maintaining liabilities:	Liabilities are maintained by FiadCapital.
Right to vote:	No voting rights are attached to the shares of the Fund. Decisions are made by the management company.
Shape of shares:	The shares are in registered form.
Decimalization :	Subscriptions and redemptions can be made in amount, in whole number of shares.
Closing Date:	The financial year ends on the last day of the Paris Stock Exchange in December. The first financial year ends on the last day of the Paris Stock Exchange of the current year.
Tax system :	The Fund is not subject to Corporation Tax and a tax transparency regime applies to the holder. The tax regime applicable to the sums distributed by the Fund or to the unrealized capital gains or losses or realized by it depends on the tax provisions applicable to the particular situation of each holder and/or the jurisdiction from which the holder invested the funds.

Organization receiving subscriptions/redemptions :

FiadCapital, 6 rue d'Armaillé – 75017 Paris www.fiadcapital.fr or contact@fiadcapital.fr and any other organization designated by the managing company.

Terms and conditions of subscriptions/redemptions :

- **Subscription** : subscription open until the ceiling of €90,000,000 is reached.
- **investors** : professional investors only.
- **Total number of shares for sale** : until the ceiling of €90,000,000 is reached
- **Minimum subscription** : €50,000
- **Start of management** : After reaching an outstanding amount of €15,000,000.
- **Blocking duration** : No blocking period. The fund has monthly liquidity.
- **Legal form of the Fund** : Other AIF with regulations.
- **Classification** : AIF “Other AIFs”.

Subscription and redemption requests are accepted in amount and/or units.

Date and frequency of calculation of the net asset value :

With the exception of public holidays in France within the meaning of the Labor Code and public holidays in the French stock market calendar, the net asset value is calculated each last Friday of the month on the basis of the day's closing prices. Subscription or redemption requests are made before 12 p.m. on the last Friday of the month.

In the event of a public holiday in France, the calculation of the net asset value will be carried out on the basis of the closing prices of the next usable business day. The same will apply to subscription and redemption requests.

Terms of publication of the net asset value :

The net asset value is published on the website of the management company: <https://www.fiadcapital.fr>

Contact details

FiadCapital
 6 rue d'Armaillé www.fiadcapital.fr
 75017 PARIS contact@fiadcapital.fr

Fees and commissions :

Subscription fees :

Subscription commissions increase the subscription price paid by the investor or reduce the redemption price. The commissions acquired from the AIF are used to compensate for the costs borne by the Fund to invest or disinvest the assets entrusted. Unearned commissions go to the managing company, the marketer, etc.

Fees payable by the investor, deducted during subscriptions and redemptions	Calculation	Rates - Scale
Subscription fee not acquired from the FIA:	Share value x Number of parts	0,00 %
Subscription fee acquired from the FIA:	Share value x Number of parts	0.00 %
Redemption commission not acquired from the FIA:	Share value x Number of parts	0,00 %
Redemption fee acquired from the FIA:	Share value x Number of parts	0,00 %

Operating and management costs:

These fees cover all fees charged directly to the AIF, with the exception of transaction fees. Transaction costs include intermediation fees (brokerage, stock market tax, etc.) and the movement commission, where applicable, which may be collected in particular by a depositary and the managing company.

In addition to operating and management costs:

- movement commissions invoiced to the AIF;
- outperformance commissions. These remunerate the managing company once the AIF has exceeded its objectives.

They are therefore invoiced to the AIF.

Fees invoiced to the FIA	Calculation	Rates - Scale
Financial management fees and administrative costs external to the portfolio management company (CAC, depositary, distribution, lawyers, etc.)	Net assets	1 % TTC Taux maximum
Maximum indirect costs (commissions and financial management fees)	None	None
Movement commissions	None	None
Performance fees**	Net performance achieved	- 12.00% of the returns obtained by the Fund exceeding the performance of the €STR index capitalized over the period; - Capping at 1% of net assets.

No fees and commissions apply to FiadCapital. The President of FiadCapital may waive, in full or in part, the payment of fees and commissions.

** Method of calculating the outperformance commission:

The outperformance fee is calculated on the performance of the capitalized €STR index. If the performance exceeds the index, the superior performance over the period concerned is then reduced by 12% definitively acquired by the management company FiadCapital without being able to exceed 1% of the net assets entrusted by the investor taking into account the performance

1. Calculation of Performance Fees :

1.1 Performance Fees : The performance fees will be calculated on the basis of the returns obtained by the Fund beyond the capitalized €str.

Contact details

2. Fee Capping :

2.1 **Plafonnement des Frais** : Performance fees will not exceed a ceiling set at 1% of the net assets entrusted by the investor, taking into account performance.

3. General provisions :

3.1 **Retention of Reports** : The fund manager undertakes to maintain transparent and accurate reports on the performance of the fund available for viewing by investors upon request.

The calculation base is net of the costs applied to the Fund (excluding the performance fee itself).

IV. COMMERCIAL INFORMATION

Dissemination of information concerning the AIF:

All information concerning this AIF can be obtained by contacting the managing company directly:

FiadCapital

6, rue d'Armaillé

75017 PARIS

Website : <https://fiadcapital.fr>

Contact : contact@fiadcapital.fr

Subscription, redemption of shares:

All subscription or redemption requests on the FIA are centralized at:

FiadCapital

6, rue d'Armaillé

75017 PARIS

Website : <https://fiadcapital.fr>

Contact : contact@fiadcapital.fr

V. INVESTMENT RULES

Professional customers only:

- The Fund only accepts professional holders within the meaning of article D533-11 French Monetary and Financial Code, please check that you have this status;

Compliance with regulatory thresholds:

- The Fund must respect the regulatory thresholds (the total value of the assets managed is lower than the thresholds provided for by the AIFM directive (100 million or 500 million euros under the conditions provided for by article R. 532-12-1 of the French Monetary and Financial Code)

VI. RISK

The anticipated leverage of the fund is 5 times net assets or higher or lower. This leverage will be calculated for all derivative instruments based on the nominal method. However, the Fund may be exposed to higher leverage.

Date of publication of the offer document : 09/11/2023

Last version date of the offer document (english version): 08/06/2024

Contact details**FiadCapital**

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FIADCAPITAL PERFORMANCE REGULATIONS

AIF FIADCAPITAL PERFORMANCE – PARTS A CAPITALIZATION
Alternative Investment Fund / article L. 214-24 III of the French Monetary and Financial Code

REGULATIONS

FiadCapital Performance

TITLE 1 – ASSETS AND SHARES

Article 1 - Co-ownership shares

The rights of the co-owners are expressed in shares, each share corresponding to the same fraction of the assets of the Fund. Each unitholder has a right of co-ownership over the assets of the Fund proportional to the number of units owned.

The duration of the Fund is 99 years.

No share may be subscribed for above ninety million euros (€90,000,000).

Article 2 - Minimum asset amount

Units cannot be redeemed if the assets of the Fund fall below 300,000 euros; in this case, and unless the assets become greater than this amount in the meantime, the management company takes the necessary measures to proceed within thirty days with the merger or with the dissolution of the fund after a period of ninety (90) days.

Article 3 - Issue and redemption of shares

The shares are issued until the ceiling of ninety million euros (€90,000,000) is reached, then again if the outstanding amount falls, at the request of the holders.

Redemptions and subscriptions are carried out under the conditions and according to the terms defined in the offer document.

Subscriptions must be fully released at the first request of the manager. They can be carried out in cash or in number of shares.

Redemptions are made exclusively in cash. They are paid by the managing company within a maximum period of seven working days following the valuation of the share.

However, if, in exceptional circumstances, reimbursement requires the prior realization of assets included in the Fund, this period may be extended, without exceeding 30 days.

The Fund may be subject to minimum subscription conditions, according to the terms provided in the offer document. The management activity of the Fund will only begin once a minimum outstanding amount of 15,000,000 (fifteen million) euros has been reached.

Article 4 - Calculation of net asset value

The calculation of the net asset value of the units is carried out taking into account the valuation rules appearing in the detailed note of the offer document.

TITLE 2 – OPERATION OF THE FUND

Article 5 - The management company

Contact details

The management of the Fund is ensured by the collective investment management company in accordance with the orientation defined for the Fund.

The management company acts in all circumstances on behalf and in the sole interest of unitholders and can alone exercise the voting rights attached to the securities included in the Fund.

Article 5 bis - Rules of operation

The instruments and deposits eligible for the assets of the AIF as well as the investment rules are described in the offer document.

These regulations may be modified by the management company. Holders will then be informed by individual letter or by information by any means.

The conditions and terms of subscription, acquisition, redemption of units and shares mentioned in Article 3 of these regulations may be modified by the management company without consulting the unit holders.

Article 6 – La fonction dépositaire

La fonction dépositaire assure la conservation des actifs compris dans le Fonds, dépouille les ordres de la société de gestion concernant les achats et les ventes de titres ainsi que ceux relatifs à l'exercice des droits de souscription et d'attribution attachés aux valeurs comprises dans le Fonds. Il assure tous encaissements et paiements. En cas de litige avec la société de gestion, il informe l'Autorité des Marchés Financiers.

Le rôle du dépositaire est assuré, conformément au Code monétaire et financier, par la société de gestion du Fonds sauf s'il en est désigné un par le Président de la société de gestion.

La société de gestion de placements collectifs s'assure de la bonne conservation des actifs du Fonds et de la bonne administration désignée au premier alinéa.

Article 7 - The auditor

An auditor may be appointed for three financial years by the President of the management company.

It carries out the due diligence and controls provided for by law and in particular certifies, whenever applicable, the sincerity and regularity of the accounts and the accounting information contained in the management report.

He can be renewed in his functions.

He brings to the attention of the Financial Markets Authority, as well as that of the FIA management company, the irregularities and inaccuracies that he noted in the accomplishment of his mission.

The valuations of assets and the determination of exchange parities in transformation, merger or spin-off operations are carried out under the control of the auditor.

He assesses any contribution in kind and establishes under his responsibility a report relating to his evaluation and his remuneration.

It certifies the accuracy of the composition of the assets and other elements before publication.

The fees of the auditor are set by mutual agreement between the auditor and the President of the management company based on a work program specifying the procedures deemed necessary. His fees are included in management fees.

Article 8 - Accounts and management report

At the end of each financial year, the management company prepares summary documents and prepares a report on the management of the Fund during the past financial year.

The management company establishes, at least every six months, the inventory of the assets of the AIF.

The inventory is certified by the management company and all of the above documents are checked by the auditor if one is appointed.

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The management company makes these documents available to unitholders within six months following the end of the financial year and informs them of the amount of the Fund's performance: these documents are either sent by post at the express request of unitholders. shares, is made available to them on the management company's website.

TITLE 3 – ARRANGEMENTS FOR ALLOCATION OF DISTRIBUTABLE AMOUNTS

Article 9 – Method of allocation of distributable sums

The net result for the financial year is equal to the amount of interest, arrears, premiums and prizes, dividends, directors' fees and all other income relating to the securities constituting the portfolio, increased by the product of the sums currently available and reduced by the amount of the costs of management and charge of loans.

The distributable sums consist of:

1° Net income increased by retained earnings and increased or decreased by the balance of the income regularization account;

2° Realized capital gains, net of costs, reduced by realized capital losses, net of costs, recorded during the financial year, increased by net capital gains of the same nature recorded during previous financial years having not not subject to distribution or capitalization and reduced or increased by the balance of the capital gains adjustment account.

The distributable sums are fully capitalized with the exception of those which are subject to compulsory distribution under the law. The Fund is not a distribution fund but a capitalization fund.

TITLE 4 – MERGER – SCISION – DISSOLUTION – LIQUIDATION

Article 10 - Merger - Split

The management company can either contribute, in whole or in part, the assets included in the fund to another AIF that it manages, or split the Fund into two or more other mutual funds which it will manage.

These merger or division operations can only be carried out one month after the holders have been notified.

They give rise to the issuance of a new certificate specifying the number of shares held by each holder.

Article 11 - Dissolution - Extension

If the Fund's assets remain lower for thirty days than the amount set in Article 2 of the regulations, the management company informs the Financial Markets Authority and proceeds, unless there is a merger with another mutual fund, to the dissolution of the Fund.

The management company may dissolve the Fund in advance; it informs the unitholders of its decision.

The management company also dissolves the Fund in the event of the management company ceasing to operate, when no other management company has been designated, or at the end of the Fund's duration, if this is not the case, has not been extended.

The Fund may also be dissolved if the Chairman considers that the available assets can no longer be in line with the management objective.

The management company informs the Financial Markets Authority by mail of the date and the dissolution procedure adopted.

La prorogation du fonds peut être décidée par la société de gestion avec l'accord du ou des porteurs de cent cinquante (150) parts.

Article 12 - Liquidation

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In the event of dissolution, the management company or any person designated for this purpose is responsible for liquidation operations. To this end, they are vested with the broadest powers to realize the assets, pay any creditors and distribute the available balance between the unit holders in cash or securities.

The auditor, if one is appointed, continues to exercise his functions until the end of the liquidation operations.

TITLE 5 - DISPUTE

Article 13 - Jurisdiction - Election of domicile

Any disputes relating to the Fund which may arise during its operation, or during its liquidation, either between the unitholders or between them and the management company, are subject to the jurisdiction of the competent French courts.

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SUBSCRIPTION FORM

AIF FIADCAPITAL PERFORMANCE – PARTS A CAPITALIZATION
 ISIN Code PART A : -
 Alternative Investment Fund / article L. 214-24 III of the French Monetary and Financial Code

Distributer
Firm/Agent :
Advisor :

Subscriber Identification

The investor declares and guarantees to the Management Company that he is investing for his own account and not for the account of a third party.

Legal person / Legal entity

Investor name / Company name: _____
 Legal status : _____
 Commercial location : _____
 Commercial identification number: _____
 Registered Address: _____
 Type of activity : _____
 Share capital : _____
 Source of funds: _____
 Tax identification number: _____
 Phone number : _____
 E-mail : _____
 Represented by : _____ In quality of : _____

Check the box below:

- ☐ duly authorized for the purposes hereof to act in the name and on behalf of the investor (attach power of attorney)
 Or
☐ having full powers to this effect in accordance with the the commercial register extract of the signatory (attach the the commercial register).

The signatory is a professional investor.

First and last name : _____

Date and place : _____

Signature :

Documents to provide:

Corporation :

- This subscription form duly completed and signed;
- A copy of the identity documents of persons authorized to act on behalf of the investor, such as a valid passport or identity card;
- Legal incorporation documents (Company statutes certified by the signatory; commercial extract less than 3 months old; Governance documents);
- Tax identification number
- Certificate of professional investor status (if not professional investor by nature) ;
- Document authorizing the signatory to act on behalf of the company ;
- For companies financial documents indicating share capital, balance sheet amount and level of equity ;
- Anti-money laundering and terrorist financing form duly completed and signed.

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The following was decided:

The terms of this subscription form beginning with a capital letter refer to the definitions contained in the Regulations of the FIA FIADCAPITAL PERFORMANCE (the “Fund”) unless otherwise provided herein. Any reference to the Regulations shall be construed as a reference to the Regulations as amended, being the Regulations in force at all times, unless otherwise provided herein.

1. Subscription to Fund units

The investor hereby subscribes to the Capitalization category A shares of the Fund and acknowledges that this subscription automatically entails adherence to the Regulations, of which he acknowledges having received a copy, having fully read them and understood the risks and other considerations relating to a subscription to units of the Fund. The investor undertakes to comply with the stipulations of the Regulations and this subscription form.

The investor acknowledges that his subscription to category A Capitalization shares of the Fund will be effective between the parties from the countersigning of the subscription form by the Collective Investment Management Company (the “Management Company”). The Management Company reserves the right to refuse the investor's subscription or to reduce the amount of the commitment proposed by the investor.

The investor irrevocably undertakes not to withdraw his subscription request in the Fund made under the terms provided for in this subscription form. The investor acknowledges that any withdrawal of the subscription commitment may result in fees or penalties, where applicable. The investor hereby expressly accepts communications in electronic format and acknowledges that the Regulations have been made available to him in this format.

2. Representations and Warranties

The Investor declares and guarantees to the Collective Investment Management Company the following:

a) The terms used below, defined in Regulation S (the “Regulation S”) of the US Securities Act of 1933, have the meaning given to them in Regulation S): not being a “U.S Person” (within the meaning of Rule 902 of Regulation S); acquire Class A Capitalization shares of the Fund outside the United States as part of an extraterritorial transaction in compliance with the obligations set out by Regulation S; not acquire Class A Capitalization shares of the Fund or any other interest in the Fund for the account or benefit of any “U.S. Person”; not acquire Class A Capitalization shares of the Fund with funds originating from or obtained from a “U.S. Person”; that if the investor were to become a “U.S. Person”, he should notify the Management Company immediately; and that the investor was not approached to acquire and did not place any order to acquire Class A Capitalization units of the Fund while he was in the United States.

b) that he is not exposed to particular risks because of the political, jurisdictional or administrative functions which he exercises or has exercised on behalf of another State, or those which direct members of his family (2) or people known to be closely associated with them (3) (“Politically Exposed Person”) and that he undertakes to inform FiadCapital if his situation changes and if he becomes a Politically Exposed Person. The investor guarantees in particular that he does not exercise or has not ceased to exercise for less than one year, in a country other than France, one of the following functions: head of state, head of government, member of a national government or of the European Commission; member of a national parliamentary assembly or the European Parliament; member of a supreme court, a constitutional court or another high court whose decisions are not, except in exceptional circumstances, subject to appeal; member of a court of auditors; director or member of the management body of a central bank; ambassador, charge d'affaires, consul general and career consul; general officer or senior officer commanding an army; member of an administrative, management or supervisory body of a public company; head of a public international institution created by a treaty.

c) if he is a natural person, have full legal capacity to enter into a contract and carry out the obligations arising from this subscription form.

d) if it is a legal person or other entity, be regularly and duly constituted and existing under the law of the country in which it was constituted, registered or registered.

e) if it is a legal entity, that the investor is duly authorized to become an investor in the Fund and is authorized to subscribe to the Fund. He has all power, right, authority and capacity to conclude and deliver this subscription form and to fulfill the obligations arising therefrom for him. The conclusion of this subscription form and the execution of the obligations arising from it for the investor have been duly authorized by its competent corporate bodies, or equivalent, and do not require any authorization from any competent internal authority which has not been previously obtained. The person(s) signing this subscription form on behalf of the investor and giving these representations and warranties on his behalf have been duly authorized to do so by the investor.

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- f)** that the Management Company or the distributor of the Fund (the “Distributor”) has inquired of the investor about his knowledge and experience in matters of investment in order to make him understand the inherent risks of his investment in the Funds.
- g)** that the Management Company or the Distributor has inquired of the investor about his financial situation, his experience and his investment objectives in order to ensure (i) that his investment in the Fund meets his objectives investment and (ii) that the investor is financially able to face any risk linked to his investment in the Fund, in particular any potential total or partial loss linked thereto.
- h)** that the signature and execution of the subscription form, the investor's subscription to the Fund, the execution of his commitments according to the terms of the Regulations and the execution of the operations provided for by the subscription form and by the Regulations do not contravene not or in any way violate (i) any law applicable to the investor or (ii) any agreement or other instrument to which it is a party or by which it or any of its assets is bound, or (iii) any authorization or judgment which is applicable to him or his assets.
- i)** that this subscription form, once it is accepted by the Management Company, as well as the Regulations, will be valid commitments and obligations, having binding and enforceable force with regard to the investor in accordance with their terms.
- j)** be informed that (i) the Fund is governed by the provisions of articles L.214-24 et seq. of the French Monetary and Financial Code and the specific investment rules resulting therefrom and (ii) the Fund is not subject to the approval, but registration, of the Financial Markets Authority (the “AMF”).
- k)** that the Management Company or the Distributor has communicated to him all the useful information which reasonably allows him to understand the nature of the specific type of financial instrument offered as well as the risks relating thereto, and allows him, therefore, to be able to make an informed investment decision.
- l)** have carried out its own research into the tax, legal, financial and other economic aspects of its investment in the Fund, and have consulted and relied solely on the advice of its own legal, tax and financial advisors, in order to assess the advantages of investing in the Fund and the risks involved, in particular, with regard to the tax consequences that he incurs as a result of his investment in the Fund and he has not relied on the Management Company or the one of its affiliates for such a consultation.
- m)** that the Management Company or the Distributor has drawn the investor's attention to the risks of an investment in the Fund referred to in the "Risk Profile" and that this information is sufficient and understandable in this regard for it to reasonably enables him (i) to understand the nature of the specific type of financial instrument offered as well as the related risks and (ii) to be able to make an informed investment decision.
- n)** that his investment in the Fund meets his investment objectives and that he has the experience and knowledge necessary to evaluate the benefits and bear the economic risks of his investment in the Fund.
- o)** that he is financially able to face any risk linked to his investment in the Fund, he has sufficient means to meet his current needs and face possible unforeseen events and has no need for liquidity in view of to its investment in the Fund.
- p)** that he recognizes that an investment in the Fund involves significant risks, in particular for the financial contracts envisaged, and he has concluded that it is an appropriate investment for him and, that on the date of signature of the subscription form, he may bear the total loss of his investment in the Fund.
- q)** that it was informed that investors could only request the total or partial redemption of their Class A Capitalization shares under the conditions and limits set out in the Fund Regulations.
- r)** that he accepts that the Management Company may reveal information concerning investors to French, foreign or international authorities in order to enable the Management Company to comply with any legal, regulatory or tax requirements applicable to the Management Company, Fund, investors or any investment offered by the Fund.
- s)** that if he has decided to invest on the basis of his sole discretion and initiative, he declares and guarantees to have received the Regulations and to have made his decision to invest in the Fund on his sole initiative on the basis of the Regulations and other documents. He also declares and guarantees that he has (i) read, (ii) understood and (iii) accepted the stipulations of the Regulations, and in particular but not exclusively, all those relating to risks. He declares and guarantees that he has taken into account the warnings relating to an investment in the Fund and appearing in the Regulations and in the other documents.

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t) that he subscribes to the Capitalization category A shares of the Fund with or in the absence of any bank or financial canvassing.

u) that with the exception of cases where the Regulations provide for other methods of notification, the notifications which will be given to it under the Regulations must be in written form and will be validly made if delivered by hand or if sent by registered mail with notice of receipt, by fax, by hand or by e-mail, to the contact details he has mentioned in the "Identification" section of this subscription form or to any other contact details he has notified to the Management Company, it being specified that 'in the absence of notification within a reasonable time, the Management Company cannot be held responsible for the delay or non-receipt of documents transmitted.

v) that he undertakes to spontaneously provide the Management Company with any information or certificates concerning his tax, legal or financial situation which may be necessary for the Management Company.

w) that he undertakes to subscribe the total sum below to this Fund. This amount will be transferred in accordance with the instructions provided by the fund manager and upon first request. The investor undertakes to provide all additional documents required by the fund manager to complete the subscription, including but not limited to KYC (Know Your Customer) forms and accreditation declarations, where applicable.

x) The investor declares that he has read and understood all the terms and conditions set out in the prospectus of the fund, as well as in all offering documents and associated agreements. By signing this form, the investor accepts all the conditions and terms of the subscription.

3. Additional declaration

The investor declares and guarantees (i) having received, in good time before this commitment, the key information document for professional investors, ii) having fully reviewed and understood the content of the key information document, (iii) understand that past performance is no guarantee of future performance.

4. Confidentiality

The investor undertakes to keep strictly confidential all confidential information that he may receive as well as any information communicated by the Management Company concerning the Fund, the Management Company, the investors or the portfolio companies.

Furthermore, the Investor acknowledges and accepts that the Fund and/or the Management Company may disclose information concerning the Investors to French, foreign or international authorities or to any other person if the Management Company considers it necessary and relevant, to enable the Management Company to comply with any legal, regulatory or tax requirements applicable to the Management Company, the Fund, investors or any investment offered by the Fund.

5. Participation in the fight against money laundering and terrorist financing

In accordance with articles L. 561-5 and L. 561-6 of the French Monetary and Financial Code relating to the vigilance obligations of the Management Company in the context of the fight against money laundering and the financing of terrorism, the investor undertakes to provide the Management Company with the documents required by the subscription form and any other information and/or documents that the Management Company may request. The investor declares and guarantees to the Management Company that the sums paid under this subscription form do not come from the proceeds of offenses punishable by a custodial sentence of more than 1 (one) year, from the proceeds of tax fraud as defined in article 1741 of the General Tax Code, and do not participate in the financing of terrorism or money laundering. If the investor is a natural person, he declares to the Management Company that the sums paid or to be paid to the Fund in accordance with this subscription form originate, for example: savings, earned income, real estate.

6. Accuracy of representations and warranties and updates of information provided by the investor

The investor acknowledges that the declarations and guarantees he makes and agrees to under the terms of this subscription form are an essential and determining condition for the Management Company and the Fund of his admission as an investor in the Fund and his subscription.

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The investor undertakes to immediately send a correction in writing to the Management Company in the event of any modification of any information provided to the Management Company, and in particular, information relating to the tax residence of the investor or of any information provided to the Management Company in relation to the fight against money laundering and the financing of terrorism in accordance with Articles L. 561-5 and L. 561-6 of the Monetary and Financial Code.

7. Provisions relating to personal data

As part of the fight against tax evasion and in application of article 1649 AC of the General Tax Code, the Management Company may have to transmit information concerning the investor and the beneficial owners to the French tax administration for transmission to the tax administration of the country(ies) of residence (including outside the European Union). Consequently, the investor must comply with reporting obligations. This information may include, without limitation, information about the direct and indirect beneficiaries of the investor, including but not limited to any beneficial beneficiaries of the investor. The Management Company is responsible for processing the data communicated by the investor in the subscription form. This information will be kept by the Management Company for a maximum period of six (6) years from the end of the contractual relationship. The data may also be communicated to subcontractors of the FiadCapital company, in particular for data analysis, invoicing and more generally for the purposes of contract execution. The collection of data meets both a contractual and regulatory requirement. In the absence of provision of data, FiadCapital will not be able to provide you with its services and may be required to terminate the contract concerned by the collection of this data. You guarantee to FiadCapital that you are authorized to communicate the personal data of your initial contacts. All information requested pursuant to article 1649 AC of the General Tax Code must be transmitted to the General Directorate of Public Finances and this is why the investor must provide each of the requested information. In the event that the investor fails to comply with the reporting obligations as soon as possible (except in the case where the information was not provided because it was not materially possible for the investor to obtain it) or if the Management Company reasonably considers that one of the following conditions is necessary or desirable having regard to the interests of the Fund and investors generally, the Management Company has full power to take the following measures: make the withholdings at the source required under applicable laws, regulations, rules and agreements; and/or take any other measures that the Management Company considers necessary in order to limit any negative effect on the Fund or any other investor of such a failure. This includes in particular the transmission of a declaration to the General Directorate of Public Finances informing it of the investor's refusal to comply with the reporting obligations. In accordance with the law on the protection of personal data and European Regulation 2016/679 of April 27, 2016, they may give rise to the exercise of the right of access, rectification, erasure, opposition, portability data and the limitation of processing as well as the fate of data after death by contacting: FiadCapital – For the attention of the data manager – 6 rue d'Armaillé 75017 Paris – contact@fiadcapital.fr. In the event that FiadCapital has not responded to a request within one month, you have the option of contacting the National Commission for Information Technology and Liberties (whose contact details appear at the address <https://www.cnil.fr/fr/vous-souhaitez-contacter-la-cnil>).

To the extent that this data processing is a legal obligation, no right of opposition is possible, in accordance with article 38 paragraph 3 of law n°78-17 of January 6, 1978 as amended.8. Loi applicable – Compétence territoriale

The rights, obligations and relationships between the parties arising from the Regulations and this subscription form will be governed and interpreted in accordance with French law. Any dispute concerning this subscription form will be exclusively submitted to the competent French courts.

9. Effective Beneficiary

If the investor is a legal entity, the investor declares and guarantees to the Management Company that this subscription is made for its own account and that it will be the effective beneficiary of the subscribed units as well as the income or other distributions of the Fund . If the investor is an individual professional investor, the investor declares and guarantees that this subscription is made for his own account and that he will be the effective beneficiary of the subscribed units as well as the income or other distributions from the Fund.

10. Investor classification

The Management Company will only accept professional clients.

NAME :

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11. Subscription

The investor irrevocably confirms his agreement to invest in the Fund and submits his commitment to the stipulations of the Regulations. The investor adheres to the Regulations, of which he acknowledges having received a copy. The investor undertakes to comply with the stipulations of the Regulations and this subscription form. The minimum amount of a commitment is fifty thousand (50,000) euros.

COMMITMENT	
Number of shares A Capitalization	(A)
Amount of commitment in euros = (A)	€ (B)
Below is the commitment	
ENTRANCE FEES	
Entry fee rate	0 % (C)
Amount of entry fees collected in euros = (B) x (C)	0 € (D)
TOTAL COST TO PAY = (B)	€
Indicate the amount in words	

Handwritten note required

Please complete the required handwritten note below:

"[Name of investor] irrevocably declares to pay to the FIA FIADCAPITAL PERFORMANCE a total amount of [...] € (including entry fees)".

.....

.....

Payment of this amount is made by transfer.

My shares will be held by the collective investment management company FiadCapital without fees or custody fees.

The investor acknowledges having read the Offer Document as well as the Regulations of the AIF Performance, and, by signing this subscription form, irrevocably undertakes to comply with the stipulations of the Regulations and said subscription form.

Made in two (2) originals in France in :

Date:

The professional investor :

If legal entity:

Name :

Company title :

Signature preceded by the words: "Good for irrevocable subscription of [number of shares] A Capitalization shares".

Signature of the subscriber

FiadCapital

Alexandre DECOMBLE
President

INITIAL :

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ANTI-MONEY LAUNDERING AND TERRORISM FORM

Declaration of Compliance: The investor affirms that it is in compliance with anti-money laundering and counter-terrorist financing laws and regulations.

Identity: The investor certifies the accuracy of the identifying information provided and ensures that he or she is actually the investor.

Origin of funds: The investor declares that the funds entrusted do not come from illegal activities.

Tax residence: The investor confirms that his tax residence is located in

Use of services: The investor confirms that FiadCapital services will not be used for illegal purposes.

Sources of income: The investor declares that the funds entrusted for management to FiadCapital are from legal sources.

International sanctions: The investor declares not to be subject to international sanctions.

Delegation of power: The investor declares that the following persons have delegation of power to act in the name and on behalf of the investor vis-à-vis FiadCapital

- Sir/Madam born)
theat(town).....
whose email address is
.....and the phone
number.....
- Sir/Madam born)
theat(town).....
whose email address is
.....and the phone
number.....
- Certifying to act legally on behalf of the investor

Made inDate.....

First and last name:.....

Signature :.....

Contact details

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