

CIP Global Energy Transition Feeder

An investment company with variable capital – Part II UCI (*société d'investissement à capital variable – fonds d'investissement soumis à la partie II de la loi de 2010*) incorporated as a public limited company (*société anonyme*)

April 2026

Prospectus

IMPORTANT INFORMATION

Definitions

Capitalised terms not otherwise defined herein have the meaning set forth in Section 16 “Definitions” of the General Section of this Prospectus (each as defined below).

General

This prospectus (as it may be amended, restated or supplemented from time to time, this “Prospectus”) is furnished to prospective investors domiciled in targeted countries within the European Economic Area (the “EEA”), the United Kingdom, Switzerland, targeted countries in Asia and certain other jurisdictions for the purpose of providing certain information about an investment in CIP Global Energy Transition Feeder (“CIP GET Feeder”, such term including, unless the context otherwise requires, its Sub-Funds, and together with CIP GET Master, any Aggregators and any Parallel Entities (each as defined below), “CIP GET”).

CIP GET Feeder is an investment company with variable capital (*société d’investissement à capital variable* or “SICAV”) governed by Part II of the Luxembourg law of December 17, 2010 relating to undertakings for collective investment, as amended (the “2010 Law”) and incorporated as a public limited company (*société anonyme*) with multiple compartments (*à compartiments multiples*) in accordance with the laws of the Grand Duchy of Luxembourg and, in particular, the Luxembourg law of 10 August 1915 on commercial companies, as amended (the “1915 Law”). CIP GET Feeder is authorised and supervised by the Luxembourg supervisory authority of the financial sector, the *Commission de Surveillance du Secteur Financier* (the “CSSF”). **Such authorisation does not, however, imply approval or endorsement by any Luxembourg authority of the contents of this Prospectus or of the portfolio of investments held by CIP GET Feeder. Any representation to the contrary is unauthorised and unlawful.**

Copenhagen Infrastructure Partners P/S, a limited partnership company incorporated under the laws of Denmark, has been appointed as the external alternative investment fund manager of CIP GET Feeder (Copenhagen Infrastructure Partners P/S, in such capacity, the “AIFM”). The AIFM has been authorised by the Danish Financial Supervisory Authority (the “DFSA”) as an alternative investment fund manager pursuant to the Danish AIFM Law, and performs a similar role with respect to other alternative investment funds sponsored by CIP.

The shares of CIP GET Feeder (the “Shares”) will be offered primarily through Intermediaries (as defined below). Accordingly, CIP GET Feeder is primarily intended (without this being construed as a limitation) for investors with such Intermediary relationships. Investors should consult with their Intermediary to discuss potential eligibility and suitability to invest in CIP GET Feeder. For the avoidance of doubt, the Shares may be offered, directly or indirectly, to any Eligible Investors (as defined below).

The Shares are offered subject to the Board of Directors’ ability to reject any prospective investor’s subscription in whole or in part in its sole discretion.

Umbrella structure and Sub-Funds

CIP GET Feeder is structured as an umbrella Part II UCI (as defined below) comprised of one or more sub-funds (each a “Sub-Fund” and together the “Sub-Funds”). A separate pool of assets will be maintained for each Sub-Fund and will be invested in accordance with the investment policy applicable to the relevant Sub-Fund in seeking to achieve such Sub-Fund’s investment objective. The subscription process is separate for each Sub-Fund, and prospective investors should note that an investment into a Sub-Fund only relates to that specific Sub-Fund’s investment policy and pool of assets. The NAV and the performance of the Shares of the different Sub-Funds and Classes thereof are expected to differ. The NAV per Share and the income (if any) from them may fall as well as rise and there is no guarantee or assurance that the stated investment objective of a Sub-Fund will be achieved.

Each annex to this Prospectus sets out the specific investment objectives, investments policy and other features of the relevant Sub-Fund to which such annex relates as well as any risk factors and other information specific to such Sub-Fund (each an “Annex”). Each Annex forms an integral part of the Prospectus and investors acquiring Shares in a Sub-Fund should consult the relevant Annex(es) which relate to the specific Sub-Fund(s) in which they will invest and to the Articles for further details.

The general section of this Prospectus sets out the general terms and conditions applicable to all Sub-Funds, unless otherwise provided for in respect of a specific Sub-Fund in the relevant Annex (the “**General Section**”).

Investments in CIP Global Energy Transition Master

It is expected that each Sub-Fund will feed into one or more sub-fund(s) of CIP Global Energy Transition Master, an umbrella SICAV governed by Part II of the 2010 Law, authorised and supervised by the CSSF and established as a Luxembourg special limited partnership (*société en commandite spéciale*) (“**CIP GET Master**”).

Reliance

This Prospectus shall solely be used by prospective investors for the purpose of evaluating an investment in CIP GET Feeder.

Shares in CIP GET Feeder are offered solely on the basis of the information and the representations contained in this Prospectus (and in particular in the relevant Annex(es)) accompanied by the KID(s) (as defined below), the latest annual report and semi-annual report, if published after the latest annual report, as well as the documents mentioned herein which may be inspected at the offices of CIP GET Feeder. The latest annual report and the semi-annual report form an integral part of the Prospectus.

This Prospectus supersedes and replaces any other information provided by CIP GET Feeder, the AIFM and their respective representatives and agents, including any Intermediary authorised by the CIP GET Feeder and/or the AIFM to distribute the Shares. By entering into an application form, the Shareholder will enter into a contractual relationship governed by the application form, the terms of this Prospectus, the articles of incorporation for CIP GET Feeder, as amended from time to time (the “**Articles**”) and applicable laws and regulations.

Except for the AIFM, no person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, conversion or redemption of the Shares other than those contained in this Prospectus and the KID(s) and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by CIP GET Feeder. Neither the delivery of this Prospectus or of the KID(s) nor the offer, placement, subscription or issue of any of the Shares will under any circumstances create any implication or constitute a representation that the information given in this Prospectus and in the KID(s) is correct as of any time subsequent to the date hereof. No one is authorised to make any statements about this offering different from those that appear in this Prospectus and any representation to the contrary cannot be relied upon. Certain information contained in this Prospectus or as otherwise provided by CIP (as defined below) in connection with the offering (including certain forward-looking statements and information, as well as certain benchmarking, league table, market comparison and other similar information) has been obtained from published and non-published sources or prepared by other parties and in certain cases has not been updated through the date hereof. In addition, certain third-party information (including, without limitation, certain information concerning investment performance) contained herein has been obtained from, or otherwise relates to, companies in which investments have been made by CIP and/or Target Funds managed by CIP. While such sources are believed to be reliable, none of CIP, CIP GET, the Sponsor, any Intermediaries (including, without limitation, any distribution platform(s)) or any of their respective directors, officers, employees, partners, members, shareholders or affiliates or any other person, has taken any steps to verify, or assumes any responsibility for, the accuracy or completeness of such information or the methodologies or assumptions on which such information is based.

In making an investment decision, prospective investors must rely on their own examination of CIP GET Feeder and the terms of the offering, including the merits and risks involved. Prospective investors should not construe the contents of this Prospectus as legal, tax, regulatory, investment or accounting advice. Each prospective investor is urged to consult its own advisors with respect to the legal, tax, regulatory, financial and accounting consequences of an investment in CIP GET Feeder.

General risk warning

Prospective investors should pay particular attention to the information in Section 14: “*Risk Factors, Potential Conflicts of Interest and Other Considerations*” of the General Section as well as to the risk factors of the relevant Annex setting out the specific risks of investing in a given Sub-Fund. The purchase of Shares in any Sub-Fund entails a high degree of risk and is only suitable for investors for whom an investment in

one or more Sub-Funds does not represent a complete investment programme, and who fully understand the relevant Sub-Fund's strategy, characteristics and risks, including the use of borrowings to leverage Investments, as set out in the relevant Annex. Shareholders may lose a substantial part or all of their investment and should not invest unless they can readily bear the consequences of such loss. An investment in any Sub-Fund requires the financial ability and willingness to accept the high risks and lack of liquidity inherent in an investment in a semi-liquid product having a substantial exposure to an illiquid pool of assets and investors should consult with their financial adviser about the appropriate proportion of their overall investment which should be allocated into illiquid long-term investments. Shareholders must be prepared to bear such risks and potential illiquidity for an extended period of time. No assurance can be given that any Sub-Fund's investment objectives will be achieved, that Shareholders will receive a return of their capital or that they will be able to exit any Sub-Fund in a timely manner.

In relation to the liquidity of an investment into any Sub-Fund, prospective investors should note that, although redemptions are expected to be offered at the frequency set out in the relevant Annex, the Sub-Funds may offer limited redemption rights, may be subject to redemption limitations and/or suspensions, redemption fees, anti-dilution fees and/or other similar fees, lengthy prior notice requirements for redemptions, each of such mechanisms described in the relevant Annex which, individually and/or collectively, may restrict and delay access to the invested capital of the Shareholders in the relevant Sub-Fund. Accordingly, prospective investors should be aware that no guarantees can be made as to the ability of Shareholders in a Sub-Fund to fully redeem their Shares at any given time and/or for such Shares to be redeemed at the relevant prevailing NAV. Prospective investors should therefore pay particular attention to the redemption terms set out in the relevant Annex.

Distribution of CIP GET Feeder

Shares of CIP GET Feeder will be widely available to investors which are eligible based on the terms of this Prospectus (including the relevant Annex) and in compliance with the AIFM Directive, and will be marketed in a manner suitable to attract such Eligible Investors (as defined below) domiciled in targeted countries within the EEA, in the United Kingdom, Switzerland, targeted countries in Asia and certain other jurisdictions. Shares may be recommended, offered, sold or made available by any other means to "professional clients" and "non-professional clients" (i.e., retail investors) (as defined under Directive 2014/65/EU of the European Parliament and the Council of May 15, 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EU ("MiFID II")). Accordingly, CIP GET Feeder will issue, with respect to Shares marketed to Retail Investors, KIDs (each as defined below). No further substantive criteria is intended to apply which would limit or deter Eligible Investors from investing in CIP GET Feeder other than any additional requirements which may be applicable under the local law of a jurisdiction in which the Shares are made available, such as minimum investment amounts, or eligibility requirements applied by specific Intermediaries and as set out in the relevant Annex.

The distribution of this Prospectus and the offer and sale of the Shares in certain jurisdictions may be restricted by law. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy Shares in the United States of America, or any state or jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile, and place of business with respect to the acquisition, holding, or disposal of Shares, and any exchange restrictions that may be relevant thereto. The Shares may not be offered or sold, directly or indirectly (except, where such Shares are listed on a recognised stock exchange, in accordance with the relevant trading/transferability rules applicable for shares listed on such exchange) and this Prospectus may not be distributed in any state or jurisdiction, except in accordance with the legal requirements applicable in such state or jurisdiction (as applicable). Shares that are acquired by persons not entitled to hold them will be compulsorily redeemed.

The AIFM will manage and/or coordinate the global distribution of the Shares to prospective investors in all jurisdictions (including EEA member states) where the Shares are distributed (the AIFM in such capacity, the "Global Distributor"). The Global Distributor may delegate all or part of the distribution of the Shares to one or more distributors, who may or may not be affiliates of the Global Distributor.

The Global Distributor expects to retain selected Intermediaries for CIP GET Feeder that will receive compensation from CIP GET Feeder and its investors for their placement and related ongoing services rendered with respect to CIP GET Feeder.

Listing

Certain Shares may be listed on the Luxembourg Stock Exchange as well as any other recognised stock exchange, as further described in the relevant Annex.

Prevailing language and documents

The distribution of this Prospectus, the Articles and/or the application form in certain countries may require that these documents be translated into the official languages of those countries. Should any inconsistency arise between the translated versions of this Prospectus, the Articles and/or the application form, the English version will always prevail.

The terms in each Annex are only applicable to the relevant Sub-Fund to which it relates and should be read together with the terms set out in the General Section. In case of conflict between the terms of the General Section and an Annex, the terms of such Annex will prevail.

In case of conflict between the terms of this Prospectus and the Articles and/or the application form, the terms of the Articles and the application form (if not in conflict with the terms of the Articles) will prevail.

SFDR disclosure

The SFDR Disclosures applicable to a specific Sub-Fund are provided for in the relevant Annex relating to such Sub-Fund.

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GENERAL SECTION

1. OVERVIEW OF CIP AND CIP GET FEEDER

1.1 CIP Overview

Copenhagen Infrastructure Partners P/S (including any affiliate thereof, “CIP”) was established in 2012 by senior executives from the Danish energy industry in a joint initiative with the founding investor PensionDanmark, one of the largest labour market pension companies in Denmark and one of the first direct institutional investors in offshore wind projects globally.

CIP specialises in greenfield renewable energy infrastructure investments and is among the largest fund managers globally within renewable energy. CIP manages distinct investment fund strategies in renewable energy (which may develop and/or change over time), including:

- its flagship strategy, focusing on developing renewable energy infrastructure projects, primarily onshore wind, offshore wind, solar as well as other mature energy technologies, having broad geographical exposure across OECD countries in North America, Europe and Asia and other select countries (each CIP Fund with such strategy, a “**Flagship Fund**”);
- its new markets/growth market strategy, focusing on renewable energy infrastructure projects (similar technologies as the flagship funds) in fast-growing middle income economies, primarily in Asia and Latin America (each CIP Fund with such strategy, a “**Growth Market Fund**”);
- its energy transition strategy, focusing on developing next generation renewable energy infrastructure projects, primarily Power-to-X, but with limited scope for other energy transition technologies such as blue hydrogen and carbon capture and storage, having broad geographical exposure across OECD countries in North America, Europe and Asia and other select countries (each CIP Fund with such strategy, an “**Energy Transition Fund**”);
- its advanced bioenergy strategy, focusing on developing advanced bioenergy projects primarily in OECD countries in North America and Europe (each CIP Fund with such strategy, an “**Advanced Bioenergy Fund**”);
- its green credit strategy, focusing on providing debt to renewable energy projects held by non-CIP equity sponsors having broad geographical exposure across OECD countries in North America, Europe and Asia and other select countries (each CIP Fund with such strategy, a “**Green Credit Fund**”); and
- other asset specific strategies (including a strategy focusing on acquiring specific regulation transmission assets).

The distinct fund strategies managed by CIP, makes CIP well positioned to continue to address the large and growing market for renewable energy as these, combined, cover the main technologies needed to decarbonise the energy sector.

CIP is headquartered in Copenhagen, Denmark and has established offices in key markets, including Hamburg, London, Luxembourg, Madrid, Melbourne, Munich, New York, Seoul, Singapore, Tokyo, and Utrecht. CIP has established a global and scalable business with more than thousand professionals across five continents split across CIP, shared fund platform service providers (owned by the funds), and local project teams. CIP’s investment teams and investment management teams include industrial experts within relevant investment strategies who are responsible for all aspects of the investment structuring, de-risking and project optimisations throughout all phases, from project development to construction and operations. The local project teams are responsible on the day-to-day management of specific assets and the ongoing monitoring of their development, construction and operations. The local project teams typically work in project offices located at or near the assets.

CIP is majority owned and controlled by four senior partners, who have worked closely together as a team for approximately twenty (20) years and all held senior positions at the leading multinational energy company Ørsted (previously known as DONG Energy). Prior to establishing CIP, they were responsible for elevating Ørsted’s offshore wind business to a global market leading position. Additionally, the CIP partner group comprises partners

who have extensive and complementary experiences from the energy sector, a large international industrial network and a proven investment and asset management track record. Several members of the CIP partner group have been part of leading the modernisation of the offshore wind industry. They have spearheaded the delivery of several major offshore wind projects through each stage of the industry's evolution in Denmark, the UK and other countries, driving both technical and financial industrialisation.

CIP has a large network of industrial partnerships with key participants in the energy industry through long-standing relationships. This network includes developers, engineering, procurement and construction contractors, suppliers, operations and maintenance providers, consultants, strategic and financial partners, and experienced project teams. Key benefits from such industrial partnerships include exclusive access to proprietary sourcing of projects, risk sharing with industrial partners, early entry and a proactive investor role to shape the technical and commercial risk profile of projects and access to leading industry specialists.

1.2 CIP GET Feeder Overview

Corporate form and duration

CIP GET Feeder is a Luxembourg investment company with variable capital – Part II UCI (*société d'investissement à capital variable – fonds d'investissement soumis à la partie II de la loi de 2010*) governed by Part II of the 2010 Law, the 1915 Law, this Prospectus and the Articles.

CIP GET Feeder is incorporated as a Luxembourg public limited company (*société anonyme*). CIP GET Feeder was incorporated on 5 April 2024 and is registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés de et à Luxembourg – “RCS”*) under the number B285912.

CIP GET Feeder will exist for an indefinite period unless it is dissolved and liquidated in accordance with Section 12 of the General Section.

Share Capital

The capital of CIP GET Feeder is at all times equal to the value of its net assets. CIP GET Feeder was incorporated with an initial capital of thirty thousand euro (EUR 30,000). The share capital of CIP GET Feeder must reach one million two hundred fifty thousand euro (EUR 1,250,000) within a period of twelve (12) months following its authorisation by the CSSF.

Umbrella structure – Sub-Funds

CIP GET Feeder is one single legal entity with an umbrella structure consisting of one or several Sub-Funds that are open for subscription by prospective investors in accordance with and subject to the provisions of this Prospectus. In accordance with article 181(1) and 181(5) of the 2010 Law, the rights of the Shareholders and creditors relating to a Sub-Fund or arising from the setting-up, operation and liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. Accordingly, the assets of a Sub-Fund are exclusively dedicated to the satisfaction of the rights of the Shareholders that are invested into such Sub-Fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-Fund.

Each Sub-Fund's portfolio of assets is invested in accordance with the investment objective and policy applicable to that Sub-Fund. The investment objective, investment policy and other specific features of each Sub-Fund (including, without limitation, its name, its duration (finite or indefinite), its fees structure, the Eligible Investors' requirements and the terms governing issues, redemptions and transfers of Shares) are set forth in the relevant Annex. The subscription process is separate for each Sub-Fund, and investors should note that an investment into a Sub-Fund only relates to that specific Sub-Fund's investment policy and pool of assets.

One consolidated version of the Prospectus including the General Section, the Annex(es) of all Sub-Funds and the Appendices will be kept at the registered office of CIP GET Feeder. Due to potential differences in Eligible Investors requirements applicable to each Sub-Fund, CIP GET Feeder will issue a separate prospectus for each Sub-Fund composed of the General Section, the relevant Annex and Appendices (each a “**Sub-Fund Prospectus**”) and Shareholders and prospective investors in a Sub-Fund will receive such Sub-Fund Prospectus.

The Board of Directors may, at any time, create additional Sub-Funds whose features and characteristics (including, without limitation, the duration (finite or indefinite), the fees structure, the Eligible Investors' requirements, the terms governing the issuance, redemption, conversion and transfer of Shares, the investment objectives, policy and restrictions) may differ from those of the existing Sub-Funds. Upon creation of a new Sub-Fund, the General Section will be updated, if necessary, and supplemented by a new Annex relating to such new Sub-Fund.

2. GENERAL INVESTMENT INFORMATION

2.1 General

The investment objective and strategy of each Sub-Fund are set out in the relevant Annex.

2.2 Eligible investments

Each Sub-Fund can only invest in assets and/or instruments which are eligible for an undertaking for collective investment governed by and subject to Part II of the 2010 Law (a “**Part II UCI**”), subject to the provisions of the relevant Annex.

2.3 Investment restrictions

The investment restrictions applicable to each Sub-Fund are set out in the relevant Annex.

2.4 Initial ramp-up period

The investment limits, portfolio allocation targets and/or borrowing restrictions applicable to a given Sub-Fund may not be complied with during a transitional period as set out in respect of each Sub-Fund in the relevant Annex.

2.5 Breaches of investment restrictions

Unless otherwise provided for in the relevant Annex, a breach of the investment restrictions applicable to a Sub-Fund due to any reason other than an acquisition, an origination or a purchase of an Investment subject to such restriction (including, for the avoidance of doubt and without limitation, if the applicable investment restrictions are breached (a) due to an increase or decrease of the value of Investments, (b) due to subscriptions and/or redemptions in the relevant Sub-Fund, (c) due to the disposal of Investments by the Sub-Fund (including, without limitation, during the liquidation phase of such Sub-Fund) and/or (d) due to any other reasons which does not involve the active increase of the Sub-Fund’s exposure to such Investment) will not constitute a breach of such investment restrictions (a “**Passive Breach**”) and in such circumstances the relevant Portfolio Manager shall take reasonable steps to bring such Sub-Fund within the investment restrictions applicable to it, except where AIFM or the relevant Portfolio Manager, as applicable reasonably believes doing so would be prejudicial to the interests of such Sub-Fund and its Shareholders. Likewise, the investment restrictions applicable to a Sub-Fund will not be considered as being actively breached as a result of Investments being disposed of during the liquidation phase of such Sub-Fund. The relevant Portfolio Manager is under no obligation to correct a Passive Breach nor to notify it to Shareholders.

2.6 Investment structure

Each Sub-Fund will invest all or substantially all of its assets into one or more sub-funds of CIP GET Master (each a “**Master Sub-Fund**”), as further described in the relevant Annex. Each Master Sub-Fund may invest through an aggregator, as further described in the relevant Annex, whose purpose will be to hold (whether directly or through one or more Intermediate Vehicles) all or part of the Investments and/or aggregating the capitals of such Master Sub-Fund and any Parallel Vehicle (as defined below) investing alongside it (each such vehicle an “**Aggregator**”).

Each Sub-Fund’s investment, whether held directly or through one or more intermediate vehicles set-up under the Sub-Fund, under the relevant Master Sub-Fund(s) and/or under the Aggregator (each an “**Intermediate Vehicle**”), is referred to as an “**Investment**”. For the avoidance of doubt, in applying and interpreting the terms of this Prospectus, the Sponsor may determine in its sole discretion that Investments do not include Intermediate Vehicles, as the context may require.

2.7 Parallel Entities

If it considers it appropriate for any legal, tax, regulatory, accounting compliance, structuring or other considerations applicable to a Sub-Fund, a Master Sub-Fund, certain Shareholders or prospective investors or the AIFM, the AIFM or any of its affiliates may, in its sole discretion, establish one or more parallel vehicles to invest

alongside such Sub-Fund and relevant Master Sub-Fund(s) (each such vehicle, a “**Parallel Vehicle**”), which vehicle may not have investment objectives, strategies, restrictions, fees structure, distribution frequency and/or liquidity terms that are identical to the investment objectives, strategies, restrictions, fees structure, distribution frequency and/or liquidity terms of the relevant Sub-Fund and Master Sub-Fund(s). Furthermore, in the same circumstances, the AIFM, or any of its affiliates may, in its sole discretion, establish one or more feeder vehicles to invest through such Sub-Fund and/or relevant Master Sub-Fund(s) (such feeder vehicles being, collectively, with Parallel Vehicles and Aggregator Parallel Vehicles, referred to as “**Parallel Entities**”).

2.8 Security interests, guarantees and assistance

Unless otherwise specified in the relevant Annex, in furtherance of each of the Sub-Fund’s investment objectives, investment policy and/or hedging programme, the Board of Directors and/or the AIFM may, for the account of the relevant Sub-Fund, give guarantees and/or grant any type of security interest in favour of third parties and/or related parties (including, without limitation, CIP, such Sub-Fund’s relevant Master Sub-Fund(s), Aggregator, Intermediate Vehicles and/or Parallel Entities thereof) over all or part of such Sub-Fund’s assets (including on a joint, several, joint and several or collateralised basis) in order to secure (a) the Sub-Fund’s obligations, (b) the obligations of any Parallel Entities to such Sub-Fund, (c) the obligations of any such Sub-Fund’s Master Sub-Fund(s), Aggregator and/or Intermediate Vehicles, as applicable and/or (d) the obligations of any co-investment vehicles, any investment vehicle managed or advised by the Sponsor and/or any joint venture partner, as appropriate.

For the avoidance of doubt, in the same circumstances as set out in the first paragraph of this Section, the Board of Directors and/or the AIFM may cause any such Sub-Fund’s relevant Master Sub-Fund(s), Aggregator, Intermediate Vehicles and/or Parallel Entities thereof to give guarantees and/or grant any type of security interest in favour of third parties and/or related parties (including, without limitation, CIP, such Sub-Fund’s relevant Master Sub-Fund(s), Aggregator, Intermediate Vehicles and/or Parallel Entities thereof) over all or part of its assets (including on a joint, several, joint and several or collateralised basis) in order to secure its own obligations and/or the obligations of such Sub-Fund.

Furthermore, in the same circumstances as set out in the first paragraph of this Section 2.8, the AIFM and/or any affiliate thereof may (without any obligation) grant any assistance to a Sub-Fund, a Sub-Fund’s relevant Master Sub-Fund(s), Aggregator, Intermediate Vehicles and/or Parallel Entities thereof, including, but not limited to, assistance in the management and the development of such vehicle and its portfolio and/or financial assistance, including, without limitation, through loans, advances, preferred equity and/or guarantees or security interests over all or part of its assets. For the avoidance of doubt, neither the AIFM and/or any affiliate thereof is under the obligation to grant any such assistance and such assistance, if granted, may give rise to a conflict of interests, as further described under Section 14 of the General Section.

2.9 Cross-investment between Sub-Funds

Unless otherwise provided for in the relevant Annex, a Sub-Fund (the “**Investing Sub-Fund**”) may invest in one or more other Sub-Funds. Any acquisition of Shares of another Sub-Fund (the “**Target Sub-Fund**”) by the Investing Sub-Fund is subject to the following conditions:

- the Target Sub-Fund may not invest contemporaneously in the Investing Sub-Fund;
- no more than 10% of the assets of the Target Sub-Fund may be invested in aggregate in Shares of other Target Sub-Funds;
- the voting rights attached to the Shares of the Target Sub-Fund held by the Investing Sub-Fund are suspended during the investment by the Investing Sub-Fund; and
- the value of the Shares of the Target Sub-Fund held by the Investing Sub-Fund are not taken into account for the purpose of assessing the compliance of CIP GET Feeder with the minimum capital requirement prescribed by the 2010 Law.

3. GENERAL INFORMATION CONCERNING THE SHARES

3.1 Investment by Eligible Investors only

Shares are exclusively reserved to prospective investors who are permitted to acquire the Shares under the law applicable to him/her/it in his/her/its relevant jurisdiction and provided that such prospective investor is not a Prohibited Person (such prospective investor, an “**Eligible Investor**”). Accordingly, CIP GET Feeder reserves the right to request, including through its agents or Intermediaries, any information necessary to verify the identity of an investor and his/her/its status with regard to its qualification as an Eligible Investor. In the event of delay or failure by a subscriber to produce any information required for verification purposes, CIP GET Feeder may refuse to accept his/her/its subscription application. Subject to the free transferability of listed Shares, CIP GET Feeder will not issue, or give effect to any transfer of Shares, to any investor who is not an Eligible Investor. Please refer to the relevant Annex for details about the issuance of Shares and to Section 3.7 of the General Section for additional details in relation to a transfer of Shares.

The Board of Directors may require at any time, any Shareholder to provide it with any information (including in relation to any underlying investor where a Shareholder subscribed to the Shares on its behalf and/or for its benefit) that it may consider necessary and/or appropriate for the purpose of determining whether or not such Shareholder (or underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) is an Eligible Investor and/or is not a Prohibited Person. By subscribing to Shares, any Shareholder will have the obligation to immediately inform CIP GET Feeder if the ultimate beneficial owner of the Shares becomes or will become a Prohibited Person.

For the purpose of this Prospectus, a “**Prohibited Person**” is any person, firm, partnership or corporate body (including a Shareholder (and/or an underlying investor where the Shareholder subscribed to the Shares on its behalf and/or for its benefit)):

- that is not eligible to acquire Shares and/or a given Class as per the term of the relevant Annex (or that ceases for any reasons to be eligible to hold such Shares and/or given Class as per the eligibility criteria set out in the relevant Annex); and/or
- whose holding of Shares, in the sole opinion of the Board of Directors, acting reasonably and in good faith, may be detrimental to the interests of CIP GET Feeder, any Sub-Fund, any Master Sub-Fund, any Aggregator, any Parallel Entities, the other Shareholders or the Sponsor (including but not limited to cases where the holding of Shares by such Shareholder (or relevant underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) may result in a breach of any law or regulation, whether in Luxembourg or abroad, or if as a result thereof any of CIP GET Feeder, any Sub-Fund, any Master Sub-Fund, any Aggregator, any Parallel Entities, the other Shareholders or the Sponsor may become exposed to regulatory, tax, economic or reputational damage, obligations, disadvantages, fines or penalties that it would not have otherwise incurred were this Shareholder (or relevant underlying investor where a Shareholder subscribed to the Shares on its behalf and/or for its benefit) not invested in CIP GET Feeder).

3.2 Description of the Shares

Form of the Shares

The capital of CIP GET Feeder is represented by fully paid-up Shares with no par value. The Shares are issued in registered form (*actions nominatives*) only. The Shares are not represented by certificates. The register of Shareholders (the “**Register**”) will be kept by the Central Administration on behalf of CIP GET Feeder. The Register will contain the name of each owner of registered Shares, the number and Class(es) held by it and details about transfers of Shares as well as other information prescribed by the 1915 Law.

Classes and Sub-Classes

Within a Sub-Fund, the Board of Directors may decide to issue one or more classes of Shares (each a “**Class**”), the assets of which will be commonly invested but subject to different characteristics (e.g., a specific fees and expenses structure (including but not limited to Servicing Fee, Subscription Fees, Management Fees, redemption

fees, anti-dilution fees and/or similar fees, different distribution rights, different marketing targets, different liquidity terms (including but not limited to minimum holding period, redemption programme, hard-lock up and early exit deductions), different investors' eligibility criteria, different Minimum Subscription Amount, Minimum Holding Amount, and/or Minimum Subsequent Subscription Amount, different transfer and/or ownership restrictions; different rights (including but not limited to non-voting Class(es)), different Reference Currencies, different currency exposure management/ hedging programmes and/or any such other features as may be determined by the Board of Directors from time to time and described for each Sub-Fund in the relevant Annex.

Each Class may be divided into several sub-classes (each a “**Sub-Class**”). References to Sub-Classes are for convenience purposes only. For the purpose of the 1915 Law, each Sub-Class is to be considered as a separate Class (*catégorie d'actions*). If two Classes are in issue in a Sub-Fund (e.g., Classes A and I), and each Class is sub-divided into Sub-Classes $-X$ and $-Y$ and accumulation (Acc) or distribution (Dist) Sub-Classes, the relevant Sub-Fund will be divided into eight (8) different (Sub-)Classes, i.e.: Class A_X (Acc), Class A_X (Dist), Class A_Y (Acc), Class A_Y (Dist), Class I_X (Acc), Class I_X (Dist), Class I_Y (Acc) and Class I_Y (Dist). Any reference to a “Class” in this Prospectus will be deemed to include a reference to a Sub-Class unless the context requires otherwise.

A separate NAV per Share, which may differ as a consequence of the various factors listed in this Section, will be determined for each (Sub-)Class.

The Board of Directors may, at any time, create additional Classes and Sub-Classes within each Sub-Fund whose features may differ from the existing Classes and Sub-Classes. The activation of additional Sub-Classes will be notified to the CSSF. The complete list of available Classes and Sub-Classes will be available online at: www.get.cip.com, as well as at the registered office of CIP GET Feeder. The creation of new Classes requires a prior update to the Prospectus but for the avoidance of doubt, the creation of Sub-Classes does not require a prior update to the Prospectus, and the list of Sub-Classes will be updated when a new version of the Prospectus takes effect and therefore the information of Sub-Classes does not necessarily reflect the current status after the date stated on the front cover of the Prospectus.

Prospective investors should note that some (Sub-)Classes may not be available to all Eligible Investors, the Board of Directors reserving the right to offer only one (1) or more (Sub-)Classes for subscription to a certain group of prospective investors (and refusing subscriptions by any prospective investor not fulfilling such criteria, as determined in the Board of Directors' reasonable discretion), for instance investors in any particular jurisdiction in order to conform to local law, customs or business practice or for fiscal, commercial and/or any other reason.

Fractional Shares will be issued to the nearest 100th of a Share, and such fractional Shares will not be entitled to vote but will be entitled to a participation in the net results and in the proceeds of liquidation attributable to the relevant (Sub-)Class in the relevant Sub-Fund on a *pro rata* basis.

3.3 Issuance of Shares in Series

The Board of Directors may decide to offer within each Sub-Fund one or more (Sub-)Classes in series, in which case, a new series of Shares of that (Sub-)Class will be issued with respect to each Subscription Date when Shares of that (Sub-)Class are issued (each a “**Series**”).

The Board of Directors may, in its sole discretion, cause Shares of a later Series to be exchanged for Shares of a prior Series provided that such exchange does not have an adverse effect on the NAV of any Share or Class in the relevant Sub-Fund. Each Share will carry equal rights and privileges with each other Shares of the same Series.

3.4 Ownership of Shares

The ownership of the Shares will be established by the entry in the Register. The person or entity that is registered in the Register will be recognised as the owner of such Shares. Title of Shares is transferred upon registration of the name of the transferee in the Register. Subject to the free transferability of listed Shares, CIP GET Feeder will not issue, or give effect to any transfer of Shares to any investor who is not an Eligible Investor.

Each Shareholder will provide CIP GET Feeder (or its agent) with an address and email address to which all notices and announcements may be sent. Such address and email address will also be entered into the Register. Notices and announcements may only be sent to such address and/or email address as mentioned in the Register.

Shareholders may, at any time, change their address as entered into the Register by way of a written notification sent to CIP GET Feeder.

CIP GET Feeder will recognise only one holder per Share. In cases where a Share is held by more than one person (e.g., in case of death of the initial owner), CIP GET Feeder has the right to suspend the exercise of all rights attached to that Share until one (1) person has been appointed as sole owner in relation to CIP GET Feeder. The same rule will apply in the case of conflicts between a usufruct holder (*usufruitier*) and a bare owner (*nu-propriétaire*) or between a pledgor and a pledgee.

3.5 Voting rights, suspension and waiver of voting rights

Subject to the terms of this Prospectus and the Articles, each Share is entitled to one (1) vote at all General Meetings. For the avoidance of doubt, the Articles authorise the issuance of non-voting Shares in accordance with the provisions of the 1915 Law. Accordingly, a Sub-Fund may issue non-voting Shares in one or more Classes and the relevant Annex will contain an express reference to the non-voting nature of the Shares issued in such Class(es).

The Board of Directors may, in its sole discretion, suspend the voting rights of any Shareholder in the case that such Shareholder has, either actively or as a result of an inaction, failed to comply with the provisions of the Articles, this Prospectus or any relevant contractual arrangement entered into between such Shareholder and CIP GET Feeder and/or the Board of Directors and/or the AIFM (if such document relates to CIP GET Feeder). For the avoidance of doubt, a Shareholder who has its voting right suspended may nevertheless attend any General Meeting, but its Shares will not be counted in any quorum or majority requirement under the Articles or the 1915 Law.

Any Shareholder may undertake not to exercise all or part of its voting rights on a permanent or temporary basis. Such renunciation will be binding on the relevant Shareholder and will be enforceable following its notification to CIP GET Feeder (and, for the avoidance of doubt, such an undertaking that is signed or acknowledged by CIP GET Feeder, the Board of Directors and/or the AIFM will be deemed to have been notified to CIP GET Feeder). A Shareholder who has undertaken to waive all or part of its voting right may nevertheless attend any General Meeting, but will not be counted in any quorum or majority requirement under the Articles or the 1915 Law with respect to such waived voting rights.

Any suspension or waiver of voting rights will be reflected in the Register for the duration of such suspension or waiver.

3.6 Subscriptions, redemptions and conversions of Shares

The conditions and processes for subscription, redemption and conversion of Shares are set out, with respect to each Sub-Fund, in the relevant Annex and is subject to the provisions of the Articles.

3.7 Transfer of Shares

Free transferability of listed Shares

Any Shares listed on the Luxembourg Stock Exchange and/or any other recognised stock exchange are generally freely transferable, subject to the rules and/or regulations governing such stock exchange.

Transfer restrictions applicable to non-listed Shares

No Transfer by any Shareholder of all or any portion of its non-listed Shares, whether voluntary or involuntary, will be valid or effective without the prior written consent of the Board of Directors. For the avoidance of doubt, in case a Shareholder holds Shares on behalf and/or for the benefit of one or more underlying investors, any transfer of non-listed Shares between such underlying investors that would constitute a change in the ultimate beneficial ownership of such Shares must be processed in accordance with this Section 3.7 of the General Section, except if such Shareholder has entered into a distribution agreement or similar agreement with CIP GET Feeder and/or the Global Distributor (or any participating Intermediary).

The Board of Directors reserves the right to cancel or compulsorily redeem any Shares transferred in breach of this provision.

Any Shareholder wishing to transfer all or part of its non-listed Shares (a “**Transferring Investor**”) is required to apply to the Board of Directors for consent to the transfer giving not less than thirty (30) calendar days’ prior written notice and provide such information in relation to the proposed transfer and the proposed purchaser, transferee, assignee, participant, encumbering person or any other involved person (a “**Transferee**”) as may be requested by the Board of Directors. In connection thereof, any Transferee must provide Board of Directors with a duly completed application form, any requested AML/KYC documents and any additional information or documentation as may be reasonably requested by the Board of Directors in order to: (a) determine that the Transferee is an Eligible Investor; and (b) ensure compliance of CIP GET Feeder and/or the Sponsor with applicable laws, as well as information or documentation as requested by the Transferee’s Intermediary, as applicable.

The absence of a favourable response from the Board of Directors within thirty (30) calendar days shall be considered as a refusal of such transfer.

3.8 Listing of Shares

The Board of Directors may decide to list certain (Sub-)Classes on the Luxembourg Stock Exchange and/or any other recognised stock exchange, as further set out in the relevant Annex.

4. DETERMINATION OF NAV

4.1 General

The Reference Currency of CIP GET Feeder is EUR. The Reference Currency of each Sub-Fund and each (Sub-)Class is set out in the relevant Annex.

CIP GET Feeder, each Sub-Fund and each (Sub-)Class (and any Share in such (Sub-)Class) has a NAV determined in accordance with Luxembourg law and the Valuation Policy (as defined below).

The AIFM is responsible for the valuation of the assets of CIP GET Feeder and will ensure that the valuation function is independent from the portfolio management team, and performed in accordance with the Danish AIFM Law and the AIFM Directive. The value of the Investments held by CIP GET Feeder will be determined in accordance with the valuation policy adopted by the AIFM in respect of CIP GET Feeder (the “**Valuation Policy**”). This Section 4 is only a summary of the Valuation Policy. The Valuation Policy may be changed by the AIFM from time to time in its sole discretion.

The Central Administration has been appointed by CIP GET Feeder, with the consent of the AIFM, in compliance with the AIFM Directive, for the independent calculation of the NAV of each Sub-Fund and (Sub-)Class. The Central Administration will perform its functions impartially and with the requisite due skill, care and diligence in accordance with Luxembourg laws and regulations and the provisions of this Prospectus.

In the case of any Shares which are listed on a recognised stock exchange, the quoted price of such Shares on such stock exchange may differ from the NAV per Share determined in accordance with this Prospectus. Neither the Central Administration, nor the AIFM shall be required to take into account (or make adjustments for) such pricing on a stock exchange for the purposes of determining the NAV of any Sub-Fund and/or (Sub-)Class.

The NAV for each Sub-Fund and/or (Sub-)Class is determined in the Reference Currency of the relevant Sub-Fund and/or (Sub-)Class (to two decimal places).

The NAV of each Sub-Fund and/or (Sub-)Class may be suspended in the circumstances described in this Prospectus and the Articles. In case of suspension of the NAV of a Sub-Fund or (Sub-)Class, such Sub-Fund will not issue, convert and/or redeem any of its Shares or any Shares in the (Sub-)Class whose NAV is suspended, as appropriate. Finally, a Sub-Fund may suspend its redemption programme in exceptional circumstances and not on a systematic basis, as further described under the relevant Annex.

4.2 Allocation of assets and liabilities among Sub-Funds

CIP GET Feeder constitutes a single legal entity but the assets of each Sub-Fund shall be invested for the exclusive benefit of the Shareholders of the corresponding Sub-Fund and the assets of a specific Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund.

CIP GET Feeder will establish a separate pool of assets and liabilities in respect of each Sub-Fund and the assets and liabilities shall be allocated in the following manner:

- if a Sub-Fund issues two or more (Sub-)Classes of Shares, the assets attributable to such (Sub-)Classes shall be invested in common pursuant to the specific investment objective, policy and restrictions of the Sub-Fund concerned;
- the net proceeds from the issuance of Shares of a particular (Sub-)Class shall be applied in the books of CIP GET Feeder to that (Sub-)Class and the assets and liabilities and income and expenditure attributable thereto shall be applied to such (Sub-)Class, in each case subject to the provisions set forth below;
- where any income or asset is derived from another asset, such income or asset is to be applied in the books of CIP GET Feeder to the same Sub-Fund or (Sub-)Class (as applicable) as the asset from which it was derived and on each revaluation of an asset, the increase or diminution in value is to be applied to the relevant Sub-Fund or (Sub-)Class (as applicable);

- where CIP GET Feeder incurs a liability which relates to any asset of a particular Sub-Fund or (Sub-)Class or to any action taken in connection with an asset of a particular Sub-Fund or (Sub-)Class, such liability is to be allocated to the relevant Sub-Fund or (Sub-)Class (as applicable) and applied in the books of CIP GET Feeder to such Sub-Fund or Class accordingly;
- if any asset or liability of CIP GET Feeder cannot be considered as being attributable to a particular Sub-Fund or (Sub-)Class, such asset or liability will be allocated to all the Sub-Funds or (Sub-)Classes pro rata to their respective NAVs, or in each case as the Board of Directors, acting in good faith, may decide; and
- upon the payment of distributions to the holders of any (Sub-)Class, the NAV of such (Sub-)Class shall be reduced by the amount of such distributions.

4.3 Calculation of NAV

The NAV for each Sub-Fund and (Sub-)Class will be determined by the Central Administration on each Valuation Date, as set out in the relevant Annex, and the NAV so determined will be made available on the date or within the time period set out in the relevant Annex (such date or time period, the “NAV Release Date”). The calculation of NAV is aligned with the recognition and measurement requirements of IFRS except for the recognition of Organisational and Offering Expenses and Initial Fund Expenses Support (as defined below) pursuant to Sections 5.5 and 5.6 of the General Section as such expenses are amortised (and thus recognised as a deduction to NAV) over a period not exceeding sixty (60) months after the Effective Date (as defined below), whereas under IFRS such expenses would be recognised when incurred. The semi-annual and annual financial statements of CIP GET Feeder will provide a reconciliation between the NAV determined in accordance with IFRS without such exception and the NAV of CIP GET Feeder, each Sub-Fund and each (Sub-)Class, determined in accordance with this Section 4 of the General Section.

The total net assets of CIP GET Feeder will result from the difference between the gross assets (i.e. the aggregate fair value of all assets of CIP GET Feeder) and the liabilities of CIP GET Feeder.

The NAV of each Sub-Fund as of the relevant Valuation Date will be determined by calculating the aggregate of:

- the fair value of all assets of CIP GET Feeder which are allocated to the relevant Sub-Fund in accordance with the provisions of this Prospectus and the Articles on the relevant Valuation Date; less
- the liabilities of CIP GET Feeder which are allocated to the relevant Sub-Fund in accordance with the provisions of this Prospectus and the Articles, including all fees attributable to the relevant Sub-Fund, which have accrued but are unpaid on the relevant Valuation Date.

The NAV per (Sub-)Class in the relevant Sub-Fund as of the relevant Valuation Date will be determined by calculating:

- the fair value of the total portfolio and distribution entitlements attributed to the relevant (Sub-)Class on the relevant Valuation Date; less
- the value of the liabilities attributable to that (Sub-)Class on the relevant Valuation Date.

Each (Sub-)Class may have a different NAV as a result of Servicing Fees, Management Fee, Performance Participation Allocations, distributions entitlement and other fees and expenses (including, without limitation, redemption fees, anti-dilution fees and/or similar fees) as set forth in the General Section and in the applicable Annex may be charged differently or do not apply with respect to a (Sub-)Class. Furthermore, to the extent the NAV of any (Sub-)Class is denominated in a Reference Currency other than the relevant Sub-Fund’s Reference Currency, such (Sub-)Class will be allocated all the gains and losses attributable to any hedging transactions entered in relation to such (Sub-)Class and any fees and expenses in connection thereof.

The NAV per Share on a given Valuation Date will be determined for each (Sub-)Class by dividing the NAV of that (Sub-)Class by the total number of Shares of that (Sub-)Class of that Sub-Fund then outstanding on that Valuation Date.

CIP GET Feeder shall make public the issuance, sale and redemption price of the Shares each time it issues, sells or redeems its Shares, and/or at least once a year in accordance with the AIFM Directive. For the avoidance of doubt, CIP GET Feeder may restrict the access to such information: (a) by persons that are not eligible, in accordance with the law applicable to such persons and/or to CIP GET Feeder, to have access to such information; and/or (b) in case not restricting such information is likely to impose additional regulatory requirements on CIP GET Feeder, the Board of Directors and/or the AIFM or trigger a breach of the laws applicable to CIP GET Feeder, the Board of Directors and/or the AIFM.

The NAV of each Sub-Fund and (Sub-)Classes will be expressed in the applicable Reference Currency of such Sub-Fund or (Sub-)Class, as applicable.

CSSF Circular 24/856 regarding the protection of investors in case of NAV calculation error and correction of the consequences resulting from non-compliance with the investment rules and other errors is applicable to CIP GET Feeder and the tolerance threshold applicable to each Sub-Fund is available at the registered office of the AIFM.

4.4 Suspension of the calculation of the NAV and/or of the issuance, redemption and conversion of Shares

The AIFM and/or the Board of Directors may, without obligation and upon reasonable determination that one or more of the circumstances below have occurred, suspend in respect of in any Sub-Fund the calculation of the NAV per Share and/or the issuance, redemption, and conversion of Shares:

- during any period (other than ordinary holidays or customary weekend closings) when any market or stock exchange is closed, which is the main market or stock exchange (i) on which a Sub-Fund's Shares are listed is suspended, restricted or are otherwise unavailable and/or (ii) on which a Sub-Fund's Investment is listed is suspended, restricted or are otherwise unavailable; or
- when a force majeure event has occurred and is continuing and it is impracticable for the AIFM (or the relevant Portfolio Manager in case the portfolio management function has been delegated) to dispose of or value all or a material part of such Sub-Fund's Investment; or
- when for any reason the prices of any Investment owned by such Sub-Fund cannot be reasonably, promptly or accurately ascertained; or
- following the suspension of the NAV calculation and/or the issuance, redemption and conversion of units, shares and/or interests at the level of a Master Sub-Fund in which a Sub-Fund invests as a feeder fund; or
- whenever exchange or capital movement restrictions prevent the execution of transactions on behalf of such Sub-Fund or in case purchase and sale transactions of such Sub-Fund's assets are not realisable at normal exchange rates; or
- when there is a suspension of the net asset value calculation or of the issuance, redemption or conversion rights by one or more Target Fund(s) in which such Sub-Fund is invested; or
- when the suspension is required by law, regulation and/or legal process; or
- upon sending a notice to Shareholders convening a General Meeting for the purpose of dissolving and liquidating CIP GET Feeder or informing them about the termination and liquidation of a Sub-Fund or Class, and during the process of liquidation of CIP GET Feeder, a Sub-Fund or Class; or
- when for any reason the AIFM and/or the Board of Directors determines in their sole discretion that such suspension is in the best interests of Shareholders and/or the Sub-Fund as a whole.

The suspension of the calculation of the NAV per Share in any Sub-Fund will cause the suspension of: (a) the calculation of the aggregated NAV of CIP GET Feeder; (b) the calculation of the NAV of the affected Sub-Fund; and (c) the issuance, redemptions and conversions of Shares in the affected Sub-Fund. For the avoidance of doubt, the suspension with respect to any Sub-Fund will have no effect on the calculation of the NAV per Share, the issuance, the redemption and, as the case may be, the conversion of Shares of any other Sub-Fund.

The issuance, redemption and conversion of Shares is prohibited (i) during any period where there is no Depositary, and (ii) where the Depositary is put into liquidation or declared bankrupt or seeks a composition with creditors, a suspension of payment or a court controlled management or is the subject of similar proceedings.

Any such suspension will be notified to the Shareholders by the AIFM in such manner as it may deem appropriate.

4.5 Valuation Policy – Summary

General

Unless otherwise provided in the relevant Annex in relation to a particular Sub-Fund, the assets of each Sub-Fund will be valued on each Valuation Date in accordance with the principle set forth in the Valuation Policy, as summarised in this Section 4 of the General Section.

The value of all assets and liabilities not expressed in the Reference Currency of the relevant Sub-Fund will be converted into such currency at the prevailing spot rate (whether official or otherwise) as determined by the AIFM as at the relevant Valuation Date. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by the AIFM in accordance with the process set out in the Valuation Policy.

Liquid assets

The value of any cash in hand or on deposit, notes and bills payable on demand and accounts receivable, prepaid expenses and cash dividends declared and interest accrued but not yet collected, will be deemed the nominal value of these assets unless it is improbable that such amounts can be paid and collected in full; in which case, the value will be arrived at after deducting such amounts as determined in accordance with rules and procedures established by the AIFM.

Securities for which market quotations are readily available are generally valued at their current or latest available market value as of the relevant Valuation Date.

Shares, units or interests of open-ended investment companies, including money market funds, are generally valued at their respective net asset values as of the relevant Valuation Date.

Fixed income securities are generally valued using prices supplied by an approved independent third party or affiliated pricing services or brokers/dealers as of the relevant Valuation Date. In validating market quotations, the Central Administration, under the oversight of the AIFM, considers different factors such as the source and the nature of the quotation in order to determine whether the quotation represents fair value. The Central Administration makes use of reputable financial information providers in order to obtain the relevant quotations.

Securities and money market instruments admitted to official listing on a stock exchange, or which are traded on another regulated market which operates regularly and is recognised and open to the public are generally valued at the last available price on such stock exchange or market as of the relevant Valuation Date. If the same security or money market instrument is quoted on different markets, the quotation of the main market for this security or money market instrument will be used.

If the last known price of any of the securities listed above is not to be deemed representative of the actual market value of such securities and/or instruments by the AIFM, the AIFM may decide to value such instruments and/or securities on the basis of their probable realisation value, in accordance with the Valuation Policy.

Private Markets Investments

With respect to each Valuation Date, for private markets investments for which no market quotations are available and for which independent appraisals of current value can readily be obtained, valuations will be based on such appraisals. Otherwise, the fair value of each such Investment will be determined by the AIFM, taking into account various factors, as relevant and as provided for in the Valuation Policy, which factors may include: (i) market comparable statistics and public trading multiples discounted for illiquidity, minority ownership and/or other factors for investments with similar characteristics; (ii) market clearing transaction activity; (iii) pending sales and potential exit transactions, including but not limited to: (a) any sales price in a letter of intent, offer letter or term sheet; (b) the company's total enterprise price; or (c) information from an investment bank during an initial public

offering; (iv) discounted cash flow analysis, (v) liquidation analysis (cost approach) or (vi) any other information, factor or set of factors that may affect the valuation of CIP GET Feeder's Investment as determined by the AIFM. The AIFM may also utilise independent third-party valuations if such valuations are deemed reliable.

Prospective investors should be aware that fair value represents a good faith approximation of the value of an asset or liability. The fair value of one or more assets or liabilities may not, in retrospect, be the price at which those assets or liabilities could have been sold during the period in which the particular fair values were used in determining CIP GET Feeder's NAV. As a result, CIP GET Feeder's issuance (including, without limitation, through dividend or distribution reinvestment), conversion or redemption of Shares at NAV at a time when it owns Investments that are valued at fair value may have the effect of diluting or increasing the economic interest of existing Shareholders.

Other Fair Value Considerations

Notwithstanding anything herein to the contrary, in connection with the calculation of the NAV by the Central Administration on each Valuation Date, the AIFM may in its discretion, but without obligation, consider material market data and other information that becomes available after such Valuation Date for valuing the assets and liabilities of CIP GET Feeder and its Sub-Fund and calculating the relevant net asset values and provide advice to the Central Administration in connection thereof. The Central Administration can rely on such advice for the purpose of the NAV calculation.

5. FEES AND EXPENSES

5.1 Management Fee

With respect to each Sub-Fund, the AIFM and/or any Portfolio Manager are entitled to the payment of a management fee in consideration for their services to such Sub-Fund (the “**Management Fee**”). Details about the Management Fee (including but not limited to the applicable rate and payment frequency) are set out in the relevant Annex.

5.2 Performance Participation Allocation

With respect to each Sub-Fund, the AIFM and/or any Portfolio Manager (or any other person designated by the AIFM and/or such Portfolio Manager, as applicable, such person a “**Recipient**”) may be entitled to a performance participation in relation to such Sub-Fund (the “**Performance Participation Allocation**”). Confirmation as to whether or not any Performance Participation Allocation is applicable, and if so the details about the Performance Participation Allocation (including but not limited to the allocation conditions, the applicable rate and payment frequency), are set out in the relevant Annex.

5.3 Subscription Fees

Certain distributors or other intermediaries (such intermediaries, which may include, in the sole discretion of the AIFM, any feeder fund to CIP GET Master, distributor, distribution platform or any other intermediary, being referred to as “**Intermediaries**”), through which a Shareholder or an underlying investor, as appropriate, was placed in any Sub-Fund may charge such Shareholder and/or underlying investor, as appropriate, upfront selling commissions, placement fees, subscription fees or similar fees (“**Subscription Fees**”). In certain circumstances, the Subscription Fees may be paid to the AIFM or the relevant Sub-Fund (but not reflected in its NAV) and reallocated, in whole or in part, to the Intermediary that placed such Shareholder and/or underlying investor, as appropriate, into the relevant Sub-Fund.

5.4 Servicing Fee

With respect to each Sub-Fund, certain Classes of Shares may be subject to a servicing fee to compensate the Intermediary through which a Shareholder or an underlying investor was placed, directly or indirectly, in the relevant Sub-Fund, in each case as determined by the AIFM in its sole discretion (such fee, the “**Servicing Fee**”). The Global Distributor has entire discretion to allocate any Servicing Fee to the relevant Intermediaries (as applicable). Any amounts allocated in accordance with the foregoing sentence will compensate the relevant Intermediary for any placement, reporting, administrative and/or other services provided to a Shareholder and/or an underlying investor by such Intermediary. Details about any Servicing Fee (including but not limited to the applicable rate and payment frequency) are set out in respect of each Sub-Fund in the relevant Annex.

Prospective investors should be aware that the receipt of a Servicing Fee by the relevant Intermediary will result in a conflict of interest for the relevant Intermediary involved in placing a Shareholder and/or underlying investor into any Sub-Fund.

5.5 Organisational and Offering Expenses

Definition of Organisational and Offering Expenses

“**Organisational and Offering Expenses**” means any organisational and offering expenses incurred in connection with the establishment and offering of CIP GET Feeder and/or any Sub-Fund (including but not limited to the organisational and offering expenses associated with the set-up of CIP GET Master, any Master Sub-Fund, any Intermediate Vehicle and/or Aggregator in relation to such Sub-Fund and the proportion of organisational and offering expenses related to the establishment and offering of any Parallel Entity and/or any feeder vehicles (which are primarily created to hold Shares and in turn to offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) allocated to such Sub-Fund in accordance with this Section 5.5), including without limitation, any legal, accounting, regulatory and consultancy services, subscription processing and filing fees and expenses, due diligence expenses over and of participating Intermediaries supported by detailed and itemised invoices, initial and ongoing fees and expenses of any distribution platform or network (including, without limitation, on-boarding fees and expenses),

fees and expenses of negotiating distribution agreements, fees and expenses in connection with the listing or de-listing of any Shares on any recognised stock exchange (including but not limited to fees and expenses incurred for the purpose of maintaining such listing, complying with any listing or de-listing requirements); costs and expenses in connection with preparing sales materials and design (including printing and mailing), costs and expenses in setting up and maintaining a website and/or data room, fees and expenses of any transfer agent, administrator, depository, paying agent(s), listing agent(s) and any provider of outsourced technology solutions provided in relation to the offering of the Shares (including but not limited to a digital subscription process, digital redemption process, performance reporting dashboard, benchmark, portfolio reporting, cash flow projection), fees to organise, sponsor and/or attend seminars and/or marketing events with participating Intermediaries in relation to CIP GET Feeder (or similar events in relation to the promotion of CIP GET Feeder) and reimbursements for reasonable travel-related expenses, lodging, entertainment and meals in connection with the aforementioned activities but excluding Subscription Fees and Servicing Fees.

Allocation of Organisational and Offering Expenses

Organisational and Offering Expenses specific to a Sub-Fund (including any Intermediate Vehicle and/or Aggregator set-up in relation to such Sub-Fund) or Class and Organisational and Offering Expenses incurred in relation to the launch of a new Sub-Fund or Class, will generally be borne by such new Sub-Fund or (new) Class unless the Board of Directors determines in good faith that such Organisational and Offering Expense (or any part thereof) should be allocated in a different manner so as to be more equitable or appropriate under the prevailing circumstances. For the avoidance of doubt, this may include that certain Organisational and Offering Expenses specific to a Sub-Fund (including any Master Sub-Fund, Aggregator and/or Intermediate Vehicle set-up in relation to such Sub-Fund) or attributable to a specific Class of a Sub-Fund be borne by all Sub-Fund or by all Classes of such Sub-Fund, as applicable, on a *pro rata* basis (i.e., based on the prevailing aggregate NAV of each vehicle).

Organisational and Offering Expenses that are not specifically attributable to a particular Sub-Fund or Class will generally be allocated among the relevant Sub-Funds or Classes based on their respective NAVs unless the Board of Directors determines in good faith that any such Organisational and Offering Expense (or any part thereof) should be allocated in a different manner so as to be more equitable or appropriate under the prevailing circumstances.

Organisational and Offering Expenses incurred in relation to CIP GET Master, a Master Sub-Fund, a Parallel Entity and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) may be apportioned to, and borne solely by, the investors participating in CIP GET Master, a Master Sub-Fund, such Parallel Entity or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) or be allocated among CIP GET Feeder (and its Sub-Fund(s)), any Parallel Entities and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) as determined by the Board of Directors in its reasonable discretion.

Advance of Organisational and Offering Expenses by the AIFM

The AIFM has agreed to advance all of the Organisational and Offering Expenses attributable to CIP GET Feeder (including its Sub-Fund(s)), CIP GET Master (including its Master Sub-Fund(s)), any Intermediate Vehicle and/or Aggregator set-up in relation thereof and the expenses associated with any Parallel Entity and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) attributable to CIP GET Feeder and/or CIP GET Master, as applicable through the Effective Date. CIP GET Feeder, its relevant Sub-Fund(s), CIP GET Master, its relevant Master Sub-Fund, the relevant Sub-Fund(s)' Aggregators and any Parallel Entity attributable to CIP GET Feeder and/or CIP GET Master, as applicable and as determined by the AIFM (in its sole discretion) will reimburse the AIFM for all such advanced expenses in equal instalments over a period not exceeding sixty (60) months following the Effective Date or on such earlier date as determined by the AIFM.

For the purpose of this Section 5.5 and Section 5.6 of the General Section, “**Effective Date**” means the first anniversary of Initial Subscription Date of the Initial Sub-Fund.

After the Effective Date, CIP GET Feeder (including its Sub-Fund(s)), CIP GET Master (including its Master Sub-Fund(s)), any Intermediate Vehicle, any Aggregator and/or any Parallel Entity, as applicable, will reimburse the AIFM for any Organisational and Offering Expenses that it has advanced on each entity's behalf as and when advanced.

5.6 Operating Expenses

Definition of Operating Expenses

“**Operating Expenses**” means all costs and expenses related to the operations, activities and liquidation of CIP GET Feeder and its Sub-Funds (including without limitation, all costs and expenses related to the operations, activities and liquidation of CIP GET Master, any Master Sub-Fund, any Intermediate Vehicle and/or Aggregator and the proportion of all costs and expenses related to any Parallel Entities and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) allocated to any Sub-Fund in accordance with this Section 5.6), as the AIFM may determine in its sole discretion, and shall include, without limitation:

- amounts charged by legal, technical advisors', accountants, appraisers, consultants, intermediaries, valuers, finance or credit support providers, banks, third-party diligence software, investment bankers, service providers (including shared fund platform service providers such as CISC), the Auditor, the Depositary, the Central Administration, secondees and professional advisers appointed by the AIFM, together with all other third-party costs, fees and expenses incurred in relation CIP GET Feeder, including any taxes, fees, costs, charges, expenses and/or other governmental charges levied against CIP GET Feeder, as well as other external costs and expenses that are related to the CIP GET Feeder and its Investments such as (i) identifying, sourcing, evaluating and negotiating potential Investments, and (ii) acquiring, structuring (including regulatory and tax matters), holding, restructuring, financing, refinancing, protecting, monitoring, valuing and realising Investments including amounts incurred directly or indirectly in connection with any Investment into Target Funds, (iii) bookkeeping and administration costs and payments, (iv) dissolution of CIP GET Feeder, (v) protecting the confidential or non-public nature of any information or data, (vii) auditing and reporting, (viii) enquiries and investigation settlements, (ix) tax returns, tax audit and tax reporting, tax compliance and review of the tax position of the Investments, (x) in respect of authorisations, registrations and reporting requirements (including, without limitation, any ongoing compliance requirements contemplated by the AIFM Directive, the CISA, SFDR, the EU Taxonomy Regulation (as required) or any similar law, rule or regulation and/or any authorisations and registrations relating to marketing of Shares) and otherwise securing compliance with applicable regulatory requirements including, without limitation, securing compliance with applicable know-your-customer requirements and anti-money laundering provisions, (xi) developing, structuring, maintaining, operating and winding up administrative structures in Luxembourg and any other jurisdiction(s) through which CIP GET Feeder holds Investments, (xii) any costs of or related to a representative of CIP GET Feeder or “designated individual” of CIP GET Feeder, (xiii) filing fees, and (xiv) investment-related travel costs;
- amounts incurred in connection with the settlement and administration of loans, trade executions and other trade-related documentation (including expenses incurred in connection with legal counsel; expert review of loan documents, and any vendors or service providers);
- amounts incurred in relation to borrowings, other indebtedness, guarantees and hedging (including interest and financing fees with respect thereto);
- incurred in respect of establishing, operating, managing and winding-up direct and indirect investment holding and investment structures (including any Intermediate Vehicle) in various jurisdictions in connection with CIP GET Feeder's conduct of any of its investment activities;
- management liability insurance costs covering members of the CIP GET Feeder, the AIFM, the Board of Directors, the members of the Conflicts Committee in relation to the management of CIP GET Feeder and the management of the Investments, as appropriate (but excluding costs related to insuring liability of the AIFM);
- all duly documented out-of-pocket expenses incurred by the AIFM and/or any Portfolio Manager in connection with their services to CIP GET Feeder;

- all fees and expenses in connection with the listing or de-listing of any Shares on any recognised stock exchange (including fees and expenses incurred for the purpose of maintaining such listing, complying with any listing or de-listing requirements);
- all fees and expenses of provider of outsourced technology solutions provided in relation to the offering of the Shares (including but not limited to digital subscription process, digital redemption process, performance reporting dashboard, benchmark, portfolio reporting, cash flow projection), fees to organise, sponsor and/or attend seminars and/or marketing events with participating Intermediaries in relation to CIP GET Feeder;
- all fees and expenses incurred in relation to General Meetings, meetings of the Board of Directors, meeting of the relevant Conflicts Committee of any Sub-Fund and the production and distribution of the reports and accounts in accordance with the Articles and this Prospectus and any other valuations or certifications required pursuant to this Prospectus or by law or regulation, including the fees of the Auditors in connection therewith and any external valuer or auditor of valuations appointed in connection with applicable law and/or regulation and any other information or reporting requirements imposed in respect of CIP GET Feeder by applicable law or regulations; and
- in relation to commencing, conducting (including the costs of discovery), defending or settling any litigation, investigation, claim, any other proceeding or arbitration relating to CIP GET Feeder or to any of the assets of CIP GET Feeder, and the costs of any judgements or settlements related thereto.

To the extent Operating Expenses include accrued expenses, such expenses will be determined on a best-estimate basis.

Allocation of Operating Expenses

Operating Expenses specific to a Sub-Fund (including any Intermediate Vehicle and/or Aggregator set-up in relation to such Sub-Fund) or Class will generally be borne by that Sub-Fund or Class unless the Board of Directors determines in good faith that such Operating Expenses (or part thereof) should be allocated in a different manner so as to be more equitable or appropriate under the prevailing circumstances.

Operating Expenses that are not specifically attributable to a particular Sub-Fund or Class will generally be allocated among the relevant Sub-Funds or Classes based on their respective net assets unless the Board of Directors determines in good faith that such Operating Expenses (or part thereof) should be allocated in a different manner so as to be more equitable or appropriate under the prevailing circumstances.

Operating Expenses incurred in relation to CIP GET Master, a Master Sub-Fund, a Parallel Entity and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) may be apportioned to, and borne solely by, the investors participating in CIP GET Master, a Master Sub-Fund, such Parallel Entity or such feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) or be allocated among CIP GET Master (and its Master Sub-Fund(s)), any Parallel Entity and/or any feeder vehicle (which is primarily created to hold Shares and in turn offer shares, units or interests in such feeder vehicle, as applicable, to investors located in specific jurisdictions, as determined by the AIFM in its sole discretion) as determined by the Board of Directors in its reasonable discretion.

Reimbursement of Operating Expenses

The AIFM may at its discretion advance all or portion of the Operating Expenses to be borne by CIP GET Feeder and its Sub-Funds (including all costs and expenses related to the operations, activities and liquidation of CIP GET Master, any Master Sub-Fund, any Intermediate Vehicle and/or Aggregator and the proportion of all costs and expenses related to any Parallel Entities allocated to any Sub-Fund in accordance with this Section 5.6) through the Effective Date (the “**Initial Fund Expenses Support**”). CIP GET Feeder, its relevant Sub-Fund(s), CIP GET Master, the relevant Master Sub-Fund and/or the relevant Sub-Fund(s)’ Aggregators, as applicable and as determined by the AIFM in its sole discretion, will reimburse the AIFM for all Operating Expenses advanced by the AIFM during the Initial Fund Expenses Support, in equal instalments over a period not exceeding sixty (60) months following the Effective Date or on such earlier date as determined by the AIFM.

In circumstances where the Sponsor advances Operating Expenses on behalf of CIP GET Feeder, any Sub-Fund, CIP GET Master, any Master Sub-Fund, any Intermediate Vehicle and/or any Aggregator after the Initial Fund Expenses Support, these Operating Expenses shall be promptly reimbursed by CIP GET Feeder, any Sub-Fund, any Intermediate Vehicle and/or any Aggregator.

5.7 Fees Arising at Multiple Levels

With respect to each Sub-Fund, to the extent the Management Fee and/or Performance Participation Allocation (if any) is charged to the relevant Master Sub-Fund, the relevant Sub-Fund's Aggregator, any Intermediate Vehicle below such Sub-Fund's Aggregator any Parallel Entity to such Sub-Fund or Master Sub-Fund or otherwise, the Management Fee and/or Performance Participation Allocation (if any) paid at such level will be credited against the Management Fee and/or Performance Participation Allocation (if any) due at any other level to ensure that Shareholders will only be charged such Management Fee and/or Performance Participation Allocation once.

6. DISTRIBUTIONS POLICY

6.1 General

Within the limits provided for by law, this Prospectus and the Articles, distributions to Shareholders may comprise dividends (including interim-dividends), interest, capital and capital gains payments. Distributions may only be made if the share capital increased by the share premium (*prime d'émission*) of CIP GET Feeder does not fall below the minimum capital requirement prescribed by Part II of the 2010 Law.

Dividends (including interim-dividends) may be declared and distributed from time to time at a frequency determined by the Board of Directors within the conditions set forth by the 1915 Law, the 2010 Law, this Prospectus, the Articles and as further described in the relevant Annex. Payments will be made in the Reference Currency of the relevant Sub-Fund or (Sub-)Class.

Dividends (including interim-dividends) remaining unclaimed for five (5) years after their declaration will be forfeited and reverted to the relevant Sub-Fund.

For the avoidance of doubt, nothing in this Prospectus will require CIP GET Feeder to make any distribution of (interim-)dividend which, in the reasonable opinion of the Board of Directors, would or might leave CIP GET Feeder or a Sub-Fund insolvent or with insufficient funds or profits to meet any present or future contemplated obligations, liabilities or contingencies (including but not limited to the Management Fee and/or Performance Participation Allocation).

Only Shareholders registered in the Register as of the date of record will be eligible for any distributions declared, subject to the terms of the relevant Annex.

6.2 Accumulation Classes and Distribution Classes

CIP GET Feeder may issue Accumulation Classes and Distribution Classes within the Classes of each Sub-Fund, as indicated in the relevant Annex.

“**Accumulation Classes**” are Classes that capitalise their entire earnings. Accumulation Classes are not entitled to any distribution payments, unless the Board of Directors determines that a distribution shall be made. Holders of Accumulation Classes will benefit from capital appreciations resulting from the reinvestment of any income earned by such Classes.

“**Distribution Classes**” are Classes that may distribute the net income or capital gains realised in respect of these Classes by way of dividends. The Board of Directors cannot guarantee that Distribution Classes will make distributions of dividends, and any distribution of dividends will be made at the discretion of the Board of Directors, considering factors such as the relevant Sub-Fund’s earnings, cash flow, liabilities, capital needs, taxes and general financial condition and the requirements of applicable law.

7. MANAGEMENT AND ADMINISTRATION OF CIP GET FEEDER

7.1 The Board of Directors

CIP GET Feeder is managed by a board of directors (the “**Board of Directors**”). The Board of Directors is responsible for the overall management and control of CIP GET Feeder and may delegate, under its responsibility, certain of its functions and accordingly, any reference to the term Board of Directors under this Prospectus shall include its delegate(s). The Board of Directors shall vote in accordance with the principles set out in the Articles and, with respect to certain conflicts of interest, with the principles set out in this Prospectus.

The Board of Directors reviews the operations of CIP GET Feeder at regular meetings. For this purpose the Board of Directors receives periodic reports from the AIFM and/or the Portfolio Manager(s) (as defined below) detailing CIP GET Feeder performance and analysing its investment portfolio. Furthermore, the Board of Directors receives periodic reports from the Depositary and Central Administration on the operations of CIP GET Feeder. The AIFM, the Portfolio Manager(s) (where relevant), the Depositary and/or the Central Administration will provide such other information as is from time to time reasonably required and/or requested by the Board of Directors for the purpose of such meetings.

The Board of Directors is composed of the following directors (each a “**Director**”):

- Alessia Lorenti, non-affiliated Director;
- Riccardo del Tufo, non-affiliated Director;
- Bjarne Graven Larsen, non-affiliated Director; and
- Frederik Kjærgaard, affiliated with the AIFM,

As set out in more detail herein, conflicts of interest may be approved by the non-affiliated Directors (if any). Upon the creation of an additional Sub-Fund, the Board of Directors may decide to establish, under its responsibility and at its discretion, specific conflicts management committees (composed of one or more Director(s) and/or individuals with the necessary skills and expertise to sit on such committee) with respect to one or more Sub-Fund(s) (each, a “**Conflicts Committee**”). Any such Conflicts Committee will have no specific rights and will not take part in the management of CIP GET Feeder or any of its Sub-Funds and its role will be limited to resolving any conflicts of interest arising between, or in connection with, any Sub-Funds as described under Section 14 of the General Section and/or the risks and conflicts sections of the relevant Annexes.

The Directors and any member of the Conflicts Committee may be remunerated out of the assets of CIP GET Feeder in accordance with usual Luxembourg market practice.

7.2 The AIFM

CIP GET Feeder has appointed Copenhagen Infrastructure Partners P/S as its external alternative investment fund manager in order to perform the investment management (including both portfolio and risk management), oversight, valuation and certain other functions in relation to CIP GET Feeder pursuant to the AIFM Agreement.

The AIFM is authorised as alternative investment fund manager and is supervised by the Danish Financial Supervisory Authority.

The AIFM is a limited partnership company, having its registered office at Gdanskgade 18, 12., DK-2150 Nordhavn, Denmark and registered with the Danish Central Business Register under number 37994006.

In consideration for its services, the AIFM will be entitled to receive a Management Fee with respect to each Sub-Fund, as set out in the relevant Annex.

CIP GET Investment Decision Process

Unless otherwise provided in the relevant Annex, the AIFM will appoint a steering committee (the “**Steering Group**”) comprising of CIP partners and senior CIP Personnel with relevant seniority and experience. The Steering Group shall oversee the portfolio and liquidity management of each Sub-Fund and evaluate the merits of potential investment and divestment opportunities against the relevant Sub-Fund’s investment policy, investment schedule and liquidity requirements, and on this basis make investment recommendations to the investment committee of CIP GET (the “**Investment Committee**”). The Investment Committee will consist four (4) to seven (7) CIP partners and/or CIP executives. The Investment Committees shall consider, and may request certain amendments or conditions and/or confirm whether or not it agrees with the recommendation made by the Steering Group (including whether such potential investment or divestment should only be made following certain amendments or conditions being imposed). Following a positive recommendation from the Investment Committee, the AIFM shall then take the necessary steps to execute the investment or divestment on behalf of the Sub-Fund. For the avoidance of doubt, decisions by the Investment Committee will be made at the level of CIP GET Master in its capacity as the master fund for CIP GET Feeder and CIP GET Feeder will not have its own investment committee.

7.3 Portfolio Manager(s)

The AIFM may delegate all or part of the portfolio management function in relation to a Sub-Fund to one or more portfolio manager(s), as specified in the relevant Annex (each a “**Portfolio Manager**”). The remuneration of a Portfolio Manager appointed in relation to a given Sub-Fund is set out in the relevant Annex and may include all or part of the Management Fee and/or Performance Participation Allocation payable in relation to such Sub-Fund. To the extent that the AIFM does not delegate the portfolio management, references in this document to ‘Portfolio Manager’ shall mean the AIFM as the context requires.

7.4 Non-Exclusivity

The functions and duties which the Board of Directors, the AIFM, any Portfolio Manager and/or any of their affiliates undertake on behalf of CIP GET Feeder will not be exclusive and they may perform similar functions and duties for themselves and for others and, without limitation, act as manager, investment advisor, general partner (or equivalent) in respect of other funds, accounts or other products.

7.5 Depositary and Central Administration

The Depositary of CIP GET Feeder

CIP GET Feeder has appointed The Bank of New-York SA/NV Luxembourg Branch, having its registered office at 2-4 rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, as the depositary of CIP GET Feeder (the “**Depositary**”) pursuant to the 2010 Law, the 2013 Law and the terms of a depositary agreement entered into between CIP GET Feeder, the AIFM and the Depositary (the “**Depositary Agreement**”), effective as of the incorporation date of CIP GET Feeder.

The duties of the Depositary (as further detailed in the Depositary Agreement) include:

- the safekeeping of CIP GET Feeder’s financial instruments that can be held in custody and record keeping and verification of ownership of the other assets of CIP GET Feeder; and
- oversight duties, and cash flow monitoring.

The Depositary has been authorised by CIP GET Feeder to delegate its safekeeping duties to sub-custodians in relation to financial instruments and to open securities accounts with such sub-custodians subject to compliance with Luxembourg law and the Depositary Agreement.

An up-to-date description of any safekeeping functions delegated by the Depositary and an up-to-date list of the delegates and sub-custodians may be obtained, upon request, from the Depositary.

The Depositary shall act honestly, fairly, professionally, independently and solely in the interests of CIP GET Feeder and the Shareholders in the execution of its duties under the 2010 Law, the 2013 Law and the depositary agreement.

Under its oversight duties, the Depositary will, without limitation:

- ensure that the sale, issue, redemption and cancellation of Shares effected on behalf of CIP GET Feeder are carried out in accordance with the 2010 Law, the 2013 Law, the Articles and this Prospectus;
- ensure that the value of Shares is determined in accordance with the 2010 Law, the Articles and this Prospectus;
- carry out the instructions of CIP GET Feeder and the AIFM unless they conflict with the 2010, the 2013 Law, the Articles and this Prospectus;
- ensure that in transactions involving CIP GET Feeder's assets, the consideration is remitted to CIP GET Feeder within the usual time limits; and
- ensure that the income of CIP GET Feeder is applied in accordance with the 2010, the Articles and this Prospectus.

The Depositary will also ensure that cash flows are properly and effectively monitored in accordance with the 2010 Law and the Depositary Agreement.

The Central Administration of CIP GET Feeder

The Bank of New-York SA/NV Luxembourg Branch, having its registered office at 2-4 rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, has been appointed as transfer and registrar agent and central administration agent of CIP GET Feeder (the "**Central Administration**") pursuant to a fund administration agreement entered into between CIP GET Feeder, the AIFM and the Central Administration (the "**Administration Agreement**") and effective as of the incorporation date of CIP GET Feeder.

The Central Administration is responsible for the administrative duties required by Luxembourg laws and regulations and the duties of the Central Administration (as further detailed in the Administration Agreement) include, *inter alia*, keeping the accounts and holding the corporate records of CIP GET Feeder (the accounting function), calculating the NAV of CIP GET Feeder, any Sub-Fund(s) and any (Sub-)Class, drawing up the annual financial statements of CIP GET Feeder, maintaining the Register and recording any subscription, redemption or transfer of Shares in such Register (the registrar function) and the distribution of income and the general administration of CIP GET Feeder (including the client communication function). The Central Administration may be assisted by the AIFM and its affiliates in the performance of any of these services as further specified in the operating memorandum as referred to in the Administration Agreement.

A summary of the fees which the Central Administration is entitled to receive from CIP GET Feeder in consideration for its services as Depositary and Central Administration is available to prospective investors and Shareholders at the registered office of CIP GET Feeder.

The Central Administration has been appointed to provide central administration services (including transfer agency services). In order to provide those services, the Central Administration may enter into outsourcing arrangements with third-party service providers in or outside the Central Administration group (the "**Central Administration Sub-Contractors**"). As part of those outsourcing arrangements, the Central Administration may be required to disclose and transfer personal and confidential information and documents about a Shareholder and individuals related to the Shareholder (the "**Related Individuals**") (such identification data – including the Shareholder and/or Related Individuals' name, address, national identifier, date and country of birth, etc. – account information, contractual and other documentation and transition information) (the "**Information Data**") to the Central Administration Sub-Contractors. In accordance with Luxembourg law, the Central Administration is required to provide a certain level of information about those outsourcing requirements to CIP GET Feeder, which, in turn, must provide such information to Shareholders. In this respect, information on CIP GET Feeder's processing of personal data (to the extent containing Information Data) is included in Section 10.3 of the General Section.

The nature of the outsourced activities includes IT system management, operation, development and maintenance services, reporting and investor services activities.

In any event, the Central Administration is legally bound to, and has committed to CIP GET Feeder that it will enter into outsourcing arrangements with the Central Administration Sub-Contractors which are either subject to professional security obligations by application of law or which will be contractually bound to comply with strict confidentiality rules. Information Data will therefore only be accessible to a limited number of persons with the relevant Central Administration Sub-Contractor on a “need to know” basis and following the principles of the “least privilege”.

As transfer agent of CIP GET Feeder, the Central Administration may receive contributions from Shareholders, deposit such payments in the cash accounts of CIP GET Feeder that may be opened with the Central Administration and pay any distributions and/or redemption amounts to the Shareholders from time to time; *provided*, that such services may be performed by other financial entities, which may include the AIFM and its affiliates, in compliance with applicable law.

7.6 Prime Broker

CIP GET Feeder has not appointed a prime broker.

7.7 Global Distributor and Sub-Distributors

The AIFM, in its capacity as the Global Distributor, will manage the global distribution of CIP GET Feeder and may, in certain circumstances for certain jurisdictions or certain Sub-Funds, delegate the distribution function to one or more third parties. The AIFM may utilise its affiliates to perform some of its functions as Global Distributor. The AIFM (and/or its delegates) agrees to, among other things, manage CIP GET Feeder’s relationships with Intermediaries (including, without limitation, distributors and distribution platforms) engaged by the AIFM (and/or its delegates) to participate in the distribution of Shares. The AIFM (and/or its delegates), will also coordinate CIP GET Feeder’s marketing and distribution efforts with distributors and/or other Intermediaries (including, without limitation, distributors and distribution platforms) (as applicable) and, to the extent possible, their registered representatives with respect to communications related to the terms of the offering, investment strategies, material aspects of operations and subscription procedures.

A summary of the fees payable by CIP GET Feeder and its Sub-Funds to the relevant participating Intermediaries (including, without limitation, distributors and distribution platforms) in connection with the offering and distribution of CIP GET Feeder and its Sub-Funds, to the exclusion of the Servicing Fee, is available to prospective investors and Shareholders upon request at the registered office of CIP GET Feeder.

7.8 Independent Auditor

Deloitte Audit, S.à r.l., or any successor as appointed or removed by a General Meeting upon proposal by the Board of Directors (the “**Auditor**”), will act as approved statutory auditor (*réviseur d’entreprises agréé*) of CIP GET Feeder and will audit CIP GET Feeder’s annual report.

The Auditor will be remunerated for its services out of CIP GET Feeder’s assets with a remuneration determined in accordance with market practice in Luxembourg.

8. MEETINGS OF SHAREHOLDERS

8.1 Annual General Meeting and other General Meetings

The annual General Meeting of Shareholders of CIP GET Feeder will be held each year in Luxembourg at the address and at such date and time as may be specified in the convening notice to such meeting within six (6) months from the end of each Financial Year.

Other General Meetings (including General Meetings of Shareholders of a given Sub-Fund or (Sub-)Class) may be held in Luxembourg at such place and time as may be specified in the convening notices relating to such meetings.

General Meetings of one or several specific Sub-Funds or (Sub-)Classes shall decide on any matters which relate exclusively to such Sub-Funds or (Sub-)Classes.

8.2 Convening of a General Meeting

Any General Meeting shall be convened in accordance with the 1915 Law and the Articles. The requirements as to attendance, quorum and majorities at all General Meetings are those laid down in the 1915 Law and in the Articles. Shareholders have, as set out in more detail in the Articles, *inter alia*, the right to vote on amendments of the Articles. In accordance with the Articles, Shareholders can attend General Meetings in person, remotely *via* videoconference, or through the appointment of a proxy.

As described in the Articles, the convening notice to a General Meeting may provide that the quorum and majority requirements will be determined by reference to the Shares issued and in circulation at a certain date and time preceding the General Meeting, being no earlier than the maximum provided under the 2010 Law (the “**Record Date**”) in which case, the right of any Shareholder to participate in such meeting will be determined by reference to his/her/its shareholding as at the Record Date.

8.3 Quorum and majority requirements

Except as otherwise required by the 1915 Law or as otherwise provided in the Articles or in this Prospectus, resolutions at a meeting of Shareholders duly convened are passed by an Ordinary General Meeting Resolution.

If a resolution of a General Meeting is such as to change the respective rights of one or more (Sub-)Classes, the resolution must, in order to be valid, fulfil the conditions as to attendance and majority set out in the 1915 Law and the Articles with respect to such (Sub-)Classes.

9. FINANCIAL YEAR, ACCOUNTING STANDARD, PERIODICAL REPORTS AND PUBLICATIONS

9.1 Financial Year

Each financial year of CIP GET Feeder will start on January 1st and end on December 31st of each year, with the exception of the first financial year which will start on the date of the establishment of CIP GET Feeder and end on December 31, 2024 (each a “**Financial Year**”).

9.2 Accounting Standard

CIP GET Feeder’s accounts will be prepared in accordance with the International Financial Reporting Standards, as adopted by the EU (the “**IFRS**”).

9.3 Annual Report and semi-annual report

CIP GET Feeder will prepare, distribute and submit for approval its audited annual report, established in accordance with the IFRS, to the Shareholders within six (6) months after the end of each Financial Year. The audited annual report will contain financial statements audited by a Luxembourg auditor (*réviseur d’entreprises agréé*).

In addition and in accordance with the requirements of the 2010 Law, CIP GET Feeder will prepare and distribute an unaudited semi-annual report to Shareholders within three (3) months following the period to which it refers.

The Board of Directors may, in its sole discretion, decide to provide Shareholders with additional unaudited reports at a higher frequency, and any other form of information or communication it deems appropriate.

10. REGULATORY AND TAX REPORTING CONSIDERATIONS

10.1 Alternative Investment Fund Managers' Directive and Certain Luxembourg Regulatory Considerations

General

The AIFM Directive became effective across the EU on 22 July 2013. The AIFM Directive regulates (i) alternative investment fund managers based in the EEA such as the AIFM, (ii) the management of any alternative investment fund established in the EEA and (iii) the marketing in the EEA of any alternative investment fund, such as CIP GET Feeder. The AIFM Directive imposes detailed and prescriptive obligations on alternative investment fund managers established in the EEA.

The Alternative Investment Fund Manager of CIP GET Feeder

The AIFM has been appointed by CIP GET Feeder to act as external alternative investment fund manager in order to perform the investment management (including both portfolio and risk management), oversight, valuation and certain other functions in relation to CIP GET Feeder pursuant to the AIFM Agreement.

Description of Duties

The AIFM has initially been entrusted with the duties pertaining to the investment management functions of CIP GET Feeder, namely (a) the portfolio management function and (b) the risk management function, but may delegate certain of such investment management duties to a Portfolio Manager as described in the relevant Annex. Functions will not be delegated to any extent that could mean the AIFM might no longer be considered to be the AIFM of CIP GET Feeder or would become a "letter-box entity".

The AIFM will also provide certain marketing services to CIP GET Feeder and be responsible for the proper and independent valuation of the assets of CIP GET Feeder. The individuals valuing CIP GET Feeder's assets have experience in valuing the kinds of assets in which CIP GET Feeder will invest.

Professional Liability

In accordance with the requirements of Article 9(7) of the AIFM Directive, the AIFM is holding additional own funds and/or is using a professional insurance cover which are appropriate to cover potential liability risks arising from professional negligence.

Delegation

The AIFM has been permitted by CIP GET Feeder to appoint delegates in relation to its duties in accordance with the AIFM Directive and the 2010 Law. Information about conflicts of interest that may arise from these delegations, and that is not already disclosed in this Prospectus, is available at the registered office of the AIFM.

The AIFM will monitor on a continuing basis the activities of the third parties to whom it has delegated functions. The agreements entered into between the AIFM and such third parties provide that the AIFM may give at any time further instructions to such third parties, and that it may withdraw their mandate under certain circumstances.

All delegations will be carried out in accordance with the AIFM Directive and the 2010 Law.

Details about any delegation of the AIFM's portfolio management function to a Portfolio Manager in relation to a Sub-Fund will be set out in the relevant Annex.

Cross-Border Distribution of Funds

CIP GET Feeder will also be in scope of the CBDF Rules which have applied since 2 August 2021, as it is managed by an alternative investment fund manager established in the EU. The CBDF Rules intend to harmonise the regulation of the distribution of alternative investment funds across EU Member States, in particular by

imposing new rules on pre-marketing and more prescriptive requirements on the content and format of marketing communications and de-notification processes.

As part of the new regulations on pre-marketing under the CBDF Rules, the AIFM will be required to: (i) notify the regulator of its home EU Member State that it is conducting pre-marketing (separately to the marketing notification(s) that it will be required to make under the AIFM Directive), and (ii) ensure that any pre-marketing materials sent to EU investors stays within the parameters imposed by the CBDF Rules, as implemented within the relevant EU Member States.

It is possible that there could be an adverse impact on CIP GET Feeder due to the AIFM's increased regulatory burden in ensuring compliance with the additional notification and marketing communication content requirements described above, and in particular, in ensuring the pre-marketing parameters under the CBDF Rules are adhered to, which are likely to vary between different EU Member States.

Shareholders' Rights against Service Providers

It should be noted that Shareholders will only be able to exercise their rights directly against CIP GET Feeder and will not have any direct contractual rights against the service providers of CIP GET Feeder appointed from time to time. The foregoing is without prejudice to other rights which Shareholders may have under ordinary rules of law or pursuant to specific legislation (e.g., a right of access to and rectification of personal data).

Investor's rights in case of a subscription through an Intermediary

Investor's attention is drawn to the fact that they will only be able to fully exercise their rights directly against CIP GET Feeder, notably the right to participate in General Meetings if they are registered in their own name in the Register. In cases where an investor invests in a Sub-Fund through an Intermediary, investing in CIP GET Feeder in its name but on behalf of and/or for the benefit of such investor, it may not always be possible for such investor to exercise certain Shareholders rights directly against CIP GET Feeder or be compensated directly by CIP GET Feeder in case of NAV errors or breaches of the investment restrictions and certain rights attached to the Shares and such compensation shall only be exercised through such Intermediary. Investors are recommended to take advice on their rights.

Exculpation and Indemnification

To the fullest extent permitted by applicable law, none of the Directors, the AIFM, any Portfolio Manager, their respective affiliates or the respective directors, officers, representatives, agents, shareholders, members, partners and employees thereof or any other person who serves at the request of the AIFM or any Portfolio Manager on behalf of CIP GET Feeder as a director, officer, representative, agent, member, partner and employee (each, an "**Indemnified Party**") will be liable to CIP GET Feeder or any Shareholders for (i) any losses due to any act or omission by any Indemnified Party in connection with the conduct of the business of CIP GET Feeder that is determined by the Indemnified Party in good faith to be in or not opposed to the best interests of CIP GET Feeder, and, in the case of a criminal action or proceeding, where the Indemnified Party involved had no reasonable cause to believe such conduct was unlawful, unless that act or omission constitutes actual fraud, wilful misconduct, gross negligence (*faute lourde*), a material violation of applicable laws, or a material breach of this Prospectus, the Articles, the AIFM Agreement or the relevant Portfolio Management Agreement(s), (ii) any losses due to any action or omission by any other party/Shareholders, (iii) any losses due to any mistake, action, inaction, negligence, dishonesty, actual fraud or bad faith of any broker, placement agent or other agent as provided in this Prospectus, or (iv) any change in applicable income tax laws, or in interpretations thereof, as they apply to CIP GET Feeder or the Shareholders, whether the change occurs through legislative, judicial or administrative action.

To the fullest extent permitted by applicable law, CIP GET Feeder will indemnify and hold harmless each Indemnified Party from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind, including legal fees and amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim, of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party and arise out of or in connection with the business of CIP GET Feeder or the performance by the Indemnified Party of any of its responsibilities under the Prospectus, the Articles, the constitutive document of any Parallel Entities; *provided*, that an Indemnified Party will be entitled to indemnification under the Prospectus or the Articles only if the Indemnified Party acted in good faith and in a manner the Indemnified Party

believed to be in or not opposed to the best interests of CIP GET Feeder, and the Indemnified Party's conduct did not constitute actual fraud, wilful misconduct, gross negligence (*faute lourde*), a material violation of applicable laws, or a material breach of the Prospectus, the Articles, the AIFM Agreement or the relevant Portfolio Management Agreement(s) and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful, or such liabilities did not arise solely out of a dispute between or among the officers, directors, employees or partners of the AIFM, any Portfolio Manager or their affiliates.

The AIFM may have CIP GET Feeder purchase, at CIP GET Feeder's expense, insurance to insure CIP GET Feeder and any Indemnified Party against liability in connection with the activities of CIP GET Feeder. CIP GET Feeder may also be insured against liability to the Indemnified Party through the insurance purchased by the AIFM in respect of the AIFM and its affiliates. In such case, CIP GET Feeder will be liable for its *pro rata* share of the applicable premium.

Applicable Laws and Jurisdiction

CIP GET Feeder was incorporated on 5 April 2024, registered on the official list of undertakings for collective investments authorised pursuant to Part II of the 2010 Law on 7 May 2024 and shall continue for an indefinite period until CIP GET Feeder is put into liquidation in the manner set forth in the Articles and this Prospectus. CIP GET Feeder is governed by the laws of the Luxembourg.

By entering into an application form, the Shareholder will enter into a contractual relationship governed by the application form, the terms of this Prospectus, the Articles and applicable laws and regulations. In case of conflict between the terms of this Prospectus and the Articles and/or the application form, the terms of the Articles and the application form (if not in conflict with the terms of the Articles) will prevail.

Any action or proceeding against the parties relating in any way to the Articles or this Prospectus shall be brought and enforced in the District Court of the city of Luxembourg. The application form will contain similar terms. Enforceable judgments so obtained shall be recognised throughout the European Union without any special procedure being required and shall be enforceable in other member states of the European Union without any declaration of enforceability being required, pursuant to Regulation (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and provided that the enforcement of the judgment is not refused on the grounds specified in Article 45 of Regulation (EU) No. 1215/2012.

Fair and Preferential Treatment

The AIFM intends that all Shareholders will be treated fairly in accordance with the relevant requirements of the AIFM Directive, the 2010 Law and applicable laws and regulations.

Notwithstanding the foregoing paragraph, a Shareholder may be granted "preferential treatment" within the meaning of, and to the widest extent allowed by, this Prospectus and the Articles. To the extent that a Shareholder obtains a "preferential treatment" or the right to obtain a "preferential treatment," a brief description of that preferential treatment, the type of Shareholder who obtained such "preferential treatment" and, where relevant, their legal or economic links with CIP GET Feeder, the AIFM or any Portfolio Manager will be made available on a confidential basis upon request at the registered office of the AIFM to the extent required by applicable law and, in particular, in accordance with article 23 of the AIFM Directive.

Other Information

The AIFM will make available to Shareholders in the annual reports for CIP GET Feeder, and/or at any reasonable time during normal business hours (upon request after furnishing reasonable advance written notice to the AIFM) at the registered office of the AIFM, any information and/or documents which the AIFM or CIP GET Feeder is or will be required by virtue of law (and in particular the AIFM Directive and Article 23 thereof) to make available and any amendments or supplements thereto made from time to time; *provided*, that such availability will be reasonably related to such Shareholder's interest as a Shareholder. For the requirements under Articles 23(3) and (4) of the AIFM Directive relating to the periodic disclosure to Shareholders of the following: (i) percentage of CIP GET Feeder assets that are subject to special arrangements arising from their illiquid nature, (ii) any new arrangement for managing liquidity of CIP GET Feeder; and (iii) the current risk profile of CIP GET Feeder and the risk management systems employed by the AIFM to manage those risks – this information will generally be

made available to Shareholders on the AIFM's website in addition to the registered office of the AIFM as described above.

The locations of underlying vehicles (if applicable) in which CIP GET Feeder may invest will be available at the registered office of the AIFM.

Acquisition of Major Holdings and Control of Non-Listed Companies

If CIP GET Feeder, directly or indirectly, acquires or disposes of certain holdings in a non-listed company, the AIFM may be subject to certain reporting obligations set out in Articles 26 and following of the AIFM Directive.

Best Execution

The AIFM acts in the best interest of CIP GET Feeder when executing investment decisions. For that purpose, it takes into account price, costs, speed, likelihood of execution and settlement, order size and nature, or any other consideration relevant to the execution of the investment (best execution), except in cases where taking into account the type of asset, the best execution is not relevant. The AIFM has implemented written policies and procedures on due diligence as well as effective arrangements for ensuring that investment decisions are carried out in compliance with the investment objective and investment strategy of CIP GET Feeder, taking into consideration and adhering to applicable risk limits. Where a Portfolio Manager is permitted to execute transactions, it will be committed contractually to apply equivalent best execution principles, if it is not already subject to equivalent best execution laws and regulations.

Remuneration

The AIFM has established a remuneration policy which shall be applicable to all identified staff members as specified in the AIFM Regulation and the ESMA Guidelines 2013/201. Any relevant disclosures shall be made in the financial statements, if applicable, in accordance with the Danish AIFM Law.

Inducements

Third parties, including affiliates of the AIFM and/or any Portfolio Manager, may be remunerated or compensated in monetary form for distribution activities performed in relation to CIP GET Feeder on terms CIP GET Feeder, the AIFM and/or any Portfolio Manager have agreed with such parties. Such remuneration or compensation, if applicable, is generally expressed as a percentage of the annual management fee levied on CIP GET Feeder (or any Sub-Fund and/or (Sub-)Class thereof); or alternatively and without duplication, on CIP GET Master, the CIP GET Aggregator(s), the Parallel Entities and/or any Intermediate Vehicle; but may alternatively be expressed as a specific fee or rate of commission. With reference to his/her/their transactions, a Shareholder may receive further details of such remuneration or compensation arrangements or any amount received by or shared with such parties on request. Third parties involved in portfolio management activities of CIP GET Feeder, including affiliates of the AIFM and/or any Portfolio Manager, whether they receive a service from another party or perform a service for the benefit of another party, may also receive from or grant benefits to these other parties in monetary or other form (including, but not limited to rebates or any other advantages). Such benefits, in monetary or other form, shall be used in the best interest of CIP GET Feeder, the relevant Sub-Fund(s) and the Shareholders and shall be disclosed to the AIFM. CIP GET Feeder, the AIFM and the third parties shall take reasonable steps to ensure that such benefits are not likely to conflict with any duty that CIP GET Feeder, the AIFM and the third parties are subject to under applicable law.

Risk Management

The AIFM has established and maintains a dedicated risk management function that implements effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to CIP GET Feeder's investment objective including in particular market, credit, liquidity, counterparty, operational, sustainability and all other relevant risks. Furthermore, the risk management process ensures an independent review of the valuation policies and procedures as per Article 70 (3) AIFM Regulation. The risk profile of each Sub-Fund shall correspond to the size, portfolio structure and investment objective.

CIP GET Feeder may use all financial derivative instruments for hedging and investment purposes, unless otherwise provided for in the General Section and in the relevant Annex.

The AIFM applies a comprehensive process based on qualitative and quantitative risk measures to assess the risks of CIP GET Feeder.

The risk management staff within the AIFM will supervise the compliance of these provisions in accordance with the requirements of applicable circulars or regulation issued by the CSSF or any European authority authorised to issue related regulation or technical standards which are applicable to CIP GET Feeder.

Liquidity Risk Management

The AIFM maintains a liquidity risk management process to monitor the liquidity risk of CIP GET Feeder, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions. Further details regarding the liquidity risk management process of CIP GET Feeder are available upon request at any reasonable time during normal business hours (after furnishing reasonable advance written notice to the AIFM) at the registered office of the AIFM.

The AIFM will comply with the ESMA Guidelines ESMA 34-39-897 on liquidity stress testing.

Securities Financing Transactions and TRS.

No Sub-Fund currently makes use of securities financing transactions, or total return swaps, as those terms are defined in the EU Regulation 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending EU Regulation 648/2012.

10.2 Anti-Money Laundering and Fight against Terrorism Financing

Pursuant to EU and Luxembourg laws, regulations and guidance including, but not limited to: (i) Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015, on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended (the “**5th Anti-Money Laundering Directive**”); (ii) the Luxembourg law of 12 November 2004, on the fight against money laundering and financing of terrorism, as amended (the “**Lux AML Law**”); (iii) the amended Grand Ducal Regulation of 1 February 2010, providing details on certain provisions of the Lux AML Law; (iv) the CSSF Regulation 12-02 on the fight against money laundering and terrorist financing, as amended; (v) the Luxembourg Law of 13 January 2019, on the register of beneficial owners, as amended; (vi) relevant CSSF regulations, circulars and guidelines, including, but not limited to: (a) CSSF Circular 18/698 on the authorisation and organisation of investment fund managers incorporated under Luxembourg law; and (b) the European Banking Authority (EBA) Guidelines (EBA/GL/2021/02) on customer due diligence and the factors credit and financial institutions should consider when assessing the money laundering and terrorist financing risk associated with individual business relationships and occasional transactions under Articles 17 and 18(4) of the 5th Anti-Money Laundering Directive; (vii) the laws and regulations enforcing the Targeted Financial Sanctions Lists (as defined below), including the obligation to detect the countries, persons, entities and groups identified on such list; and (viii) any respective amendments or replacements, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes (collectively, the “**AML/KYC Rules**”).

“**Targeted Financial Sanctions Lists**” means the laws and regulations enforcing the international targeted financial sanctions lists issued from time to time by the United Nations and the EU, including the Luxembourg Law of 19 December 2020, on the implementation of restrictive measures in financial matters.

As a result of such provisions, the Central Administration must ascertain the identity of each Shareholder, its agent(s) and beneficial owner(s) (except as the case may be investors subscribing through an Intermediary, in which case the Intermediary will ascertain the identity of underlying investors in CIP GET Feeder in accordance with the AML/KYC Rules, or with standards that are at least equivalent to the due diligence requirements under the AML/KYC Rules). The Central Administration (or the Intermediary, as applicable) will require investors (and their beneficial owner(s) and agent(s), as the case may be) to provide any information and documentary evidence it deems necessary to effect such identification.

In case of delay or failure by an investor to provide the information or documents required, the application for subscription will not be accepted and in case of withdrawal, payment of redemption proceeds delayed. Neither the AIFM nor CIP GET Feeder nor any affiliate thereof will have any liability for delays or failure to process

subscriptions or payments as a result of an investor providing unsatisfactory information or no, or only incomplete, documentation.

Shareholders (and underlying investors, as applicable) are expected to provide additional or updated information or identification documents from time to time pursuant to ongoing client due diligence requirements under the AML/KYC Rules.

The Board of Directors may provide to the Luxembourg beneficial owner register (the “**RBO**”), created pursuant to the Law of 13 January 2019, by establishing a register of beneficial owners (“**RBO Law**”), the relevant information about any Shareholder or, as applicable, beneficial owner thereof, qualifying as a beneficial owner of CIP GET Feeder within the meaning of Article 1(7) of the Lux AML Law. Access to the website of the RBO is currently suspended to the general public pursuant to judgements of the European Court of Justice in Joined Cases C 37/20 and C-601/20. Certain professionals (as defined in the RBO Law) have resumed access to such information through the website of the RBO, to the extent required by and subject to the conditions of Luxembourg anti-money laundering laws and regulations. By executing an application form with respect to CIP GET Feeder, each Shareholder (and underlying investor, as applicable) acknowledges that failure by a Shareholder, or, as applicable, beneficial owner thereof, to provide the Board of Directors with any relevant information and supporting documentation necessary for the Board of Directors to comply with its obligation to provide information and documentation to the RBO, is subject to criminal fines in Luxembourg.

CIP GET Feeder and the AIFM (by itself and/or through its delegates) shall ensure that due diligence measures on CIP GET Feeder’s Investments are applied on a risk-based approach in accordance with the AML/KYC Rules.

Where Shares of CIP GET Feeder are subscribed through an Intermediary acting on behalf of its customers, due diligence will be performed (or procured that it is performed) by the AIFM or CIP GET Feeder on such Intermediary, in accordance with the AML/KYC Rules or equivalent standards, including by performing any enhanced due diligence required by the AML/KYC Rules and the AIFM’s policies with respect to investors investing in CIP GET Feeder in such manner. Due diligence on the underlying investors (including any beneficial owners) will be performed (or procured that it is performed) by the Intermediary.

10.3 Data Protection

General

Prospective investors should be aware that, in making an investment in CIP GET Feeder, and interacting with CIP GET Feeder, the AIFM, any Portfolio Manager, and/or their respective affiliates and/or delegates by:

- submitting the application form (and other required subscription documents);
- communicating through telephone calls, online investor platforms, written correspondence, and emails (all of which may be recorded); or
- providing personal data within the meaning given to it under data protection laws that apply to the processing of personal data by CIP GET Feeder, the AIFM, any Portfolio Manager and/or their respective affiliates and/or delegates (including, but not limited to, the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”) and applicable laws implementing the GDPR, and the GDPR as it applies in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018) (the “**UK GDPR**”), and including any information that relates to, describes, identifies or can be used, directly or indirectly, to identify an individual (such as name, address, date of birth, personal identification numbers, sensitive personal information, passport information, financial information, and economic information) concerning individuals connected with the investor (such as directors, officers, trustees, employees, representatives, shareholders, investors, clients, beneficial owners and/or agents) (“**Personal Data**”),

they will be providing Personal Data to CIP GET Feeder, the AIFM, any Portfolio Manager (each acting as an independent controller of such Personal Data for the purposes of the GDPR and, where applicable, the UK GDPR) and/or their respective affiliates and/or delegates.

Privacy notice

Personal Data shall be processed in accordance with the AIFM's privacy notice (the "**Privacy Notice**") posted on CIP's website at www.get.cip.com (as updated from time to time) and which will also be included in the application form for the CIP GET Feeder and/or may be made available to prospective investors by any other means by or on behalf of CIP GET Feeder, the AIFM and/or their respective delegates and/or affiliates from time to time. The Privacy Notice details, amongst other things, how and why Personal Data is processed, the purposes for which the Personal Data is used, the rights of individuals, how long Personal Data will be retained, with whom it will be shared, safeguards that are implemented (where required) for international transfers of Personal Data, security and relevant CIP contacts who can be contacted in relation to any questions on the Privacy Notice.

All prospective investors should read the Privacy Notice carefully before sharing any Personal Data.

The Privacy Notice includes contact details of the AIFM should Shareholders and prospective investors have any questions or concerns regarding the processing of Personal Data.

10.4 Sanctions

Certain countries or designated persons or entities may, from time to time, be subject to sanctions and other restrictive measures imposed by states or supranational authorities (for example, but not limited to, the EU or the United Nations), or their agencies (collectively, "**Sanctions**").

Sanctions may be imposed among others on foreign governments, state-owned enterprises, sovereign wealth funds, specified companies or economic sectors, as well as non-state actors or designated persons associated with any of the foregoing. Sanctions may take different forms, including, but not limited to, trade embargoes, prohibitions or restrictions to conduct trade or provide services to targeted countries or entities, as well as seizures, asset freezes and/or the prohibition to provide or receive funds, goods or services to or from designated persons.

Sanctions may adversely affect companies or economic sectors in which CIP GET Feeder, or any of its Sub-Funds, may from time to time invest. CIP GET Feeder could experience, among others, a decrease in value of securities of any issuer due to the imposition of Sanctions, whether directed towards such issuer, an economic sector in which such issuer is active, other companies or entities with which such issuer conducts business, or towards the financial system of a certain country. Because of Sanctions, CIP GET Feeder may be forced to sell certain securities at unattractive prices, at inopportune moments and/or in unfavourable circumstances where it may not have done so in the absence of Sanctions. Even though CIP GET Feeder will make reasonable efforts, acting in the best interest of the Shareholders, to sell such securities under optimal conditions, such forced sales could potentially result in losses to CIP GET Feeder. Depending on the circumstances, such losses could be considerable. CIP GET Feeder may also experience adverse consequences due to an asset freeze or other restrictive measures directed at other companies, including, but not limited to, any entity that serves as a counterparty to derivatives, or as a sub-custodian, paying agent or other service provider to CIP GET Feeder or any of its Sub-Funds. The imposition of Sanctions may require CIP GET Feeder to sell securities, terminate ongoing agreements, lose access to certain markets or essential market infrastructure, cause some or all of a Sub-Fund's assets to become unavailable, freeze cash or other assets belonging to CIP GET Feeder and/or adversely affect the cash flows associated with any investment or transaction.

Furthermore, if after subscribing to CIP GET Feeder, any shareholder or any beneficial owner thereof is included on a list of prohibited entities and individuals maintained by OFAC or under similar EU and UK regulations or under other applicable law, CIP GET Feeder would likely be required to cease any further dealings with such shareholder until such sanctions are lifted or a licence is sought under Applicable Law to continue dealings with such investor. Although the AIFM and/or Portfolio Manager expends significant effort to comply with the sanctions regimes in the countries where it operates, one of these rules could be violated by the Portfolio Manager's or CIP GET Feeder's activities or investors, which would adversely affect CIP GET Feeder.

CIP GET Feeder, the AIFM, any Portfolio Manager and the Depositary are each required to comply with applicable sanctions laws and regulations in the countries in which they conduct business (recognising that certain of the sanctions regimes have implications for cross-border or foreign activities) and they will each implement necessary policies and procedures. Such policies and procedures will be developed by each in their discretion and best judgment and may involve protective or preventive measures that go beyond the strict requirements of applicable laws and regulations imposing any Sanctions and under no circumstances will any of the

forementioned parties be liable for any losses suffered by CIP GET Feeder or any of its Sub-Funds because of the imposition of Sanctions, or from their compliance with any such policies or procedures.

10.5 Management of Conflicts of Interest

In the conduct of its business the AIFM's policy is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interests of the AIFM and CIP GET Feeder or its Shareholders and between the interests of one or more Shareholders and the interests of one or more other Shareholders. The AIFM has implemented procedures designed to ensure that business activities involving a conflict which may harm the interests of CIP GET Feeder or its Shareholders are carried out with an appropriate level of independence and that conflicts are resolved fairly.

Notwithstanding its due care and best effort, there is a risk that the organisational or administrative arrangements made by the AIFM for the management of conflicts of interest are not sufficient to ensure that risks of damage to the interests of CIP GET Feeder or its Shareholders will be prevented. In such case, these non-neutralised conflicts of interest as well as the decisions taken will be reported to Shareholders.

Please also refer to Section 14 of the General Section for additional details.

10.6 Exercise of Voting Rights

Any voting rights of CIP GET Feeder with respect to Investments will be exercised by the AIFM and/or the relevant Portfolio Manager in their sole discretion.

10.7 Certain ERISA Considerations

The following is a summary of certain considerations associated with an investment in CIP GET Feeder by (i) "employee benefit plans" within the meaning of section 3(3) of ERISA that are subject to Title I of ERISA, (ii) plans, individual retirement accounts ("**IRAs**") and other arrangements that are subject to section 4975 of the Code or provisions under any other U.S. or non-U.S. federal, state, local, foreign or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "**Similar Laws**"), and (iii) entities whose underlying assets are considered to include the assets of any of the foregoing described in items (i) and (ii) (each of the foregoing described in items (i), (ii) and (iii) referred to herein as a "**Plan**").

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or section 4975 of the Code (a "**Covered Plan**") and prohibit certain transactions involving the assets of a Covered Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of a Covered Plan or the management or disposition of the assets of a Covered Plan, or who renders investment advice for a fee or other compensation to a Covered Plan, is generally considered to be a fiduciary of the Covered Plan.

In considering an investment in CIP GET Feeder of a portion of the assets of any Plan, a fiduciary should determine, particularly in light of the risks and lack of liquidity inherent in an investment in CIP GET Feeder, whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan, including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws. Furthermore, absent an exemption, the fiduciaries of a Plan should not invest in CIP GET Feeder with the assets of any Plan if the Sponsor or any of its affiliates is a fiduciary with respect to such assets of the Plan.

Section 406 of ERISA and section 4975 of the Code prohibit Covered Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of section 4975 of the Code. The acquisition and/or ownership of Shares by a Covered Plan with respect to which CIP GET Feeder is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under section 406 of ERISA and/or section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of

Labor has issued prohibited transaction class exemptions, or “PTCEs,” that may apply to the acquisition and holding of investments in CIP GET Feeder. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. Each of the above-noted exemptions contains conditions and limitations on its application. Fiduciaries of Covered Plans considering acquiring Shares in reliance on these or any other exemption should carefully review the exemption to ensure it is applicable. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Plan Assets

Under ERISA and the regulations promulgated thereunder, as modified by section 3(42) of ERISA (the “**Plan Asset Regulations**”), when a Covered Plan acquires an equity interest in an entity that is neither a “publicly-offered security” (within the meaning of the Plan Asset Regulations) nor a security issued by an investment company registered under the Investment Company Act, the Covered Plan’s assets include both the equity interest and an undivided interest in each of the underlying assets of the entity unless it is established either that less than 25% of the total value of each class of equity interest in the entity is held by “benefit plan investors” (the “25% Test”) or that the entity is an “operating company,” as defined in the Plan Asset Regulations. For purposes of the 25% Test, the assets of an entity will not be treated as “plan assets” if, immediately after the most recent acquisition of any equity interest in the entity, less than 25% of the total value of each class of equity interests in the entity is held by “benefit plan investors,” excluding equity interests held by persons (other than benefit plan investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets, and any affiliates thereof. The term “benefit plan investors” is generally defined to include employee benefit plans subject to Title I of ERISA or section 4975 of the Code (including “Keogh” plans and IRAs), as well as any entity whose underlying assets include plan assets by reason of a plan’s investment in such entity (e.g., an entity of which 25% or more of the total value of any class of equity interests is held by benefit plan investors and which does not satisfy another exception under ERISA). Thus, absent satisfaction of another exception under ERISA, if 25% or more of the total value of any class of equity interests of CIP GET Feeder were held by benefit plan investors, an undivided interest in each of the underlying assets of CIP GET Feeder would be deemed to be “plan assets” of any Covered Plan that invested in CIP GET Feeder.

Plan Asset Consequences

If the assets of CIP GET Feeder were deemed to be “plan assets” under ERISA, this would result, among other things, in (i) the application of the prudence and other fiduciary responsibility standards of ERISA to Investments made by CIP GET Feeder, and (ii) the possibility that certain transactions in which CIP GET Feeder might seek to engage could constitute “prohibited transactions” under ERISA and the Code. If a prohibited transaction occurs for which no exemption is available, the Sponsor and/or any other fiduciary that has engaged in the prohibited transaction could be required to (x) restore to the Covered Plan any profit realized on the transaction, and (y) reimburse the Covered Plan for any losses suffered by the Covered Plan as a result of the Investment. In addition, each disqualified person (within the meaning of section 4975 of the Code) involved could be subject to an excise tax equal to 15% of the amount involved in the prohibited transaction for each year the transaction continues and, unless the transaction is corrected within statutorily required periods, to an additional tax of 100%. Covered Plan fiduciaries who decide to invest in CIP GET Feeder could, under certain circumstances, be liable for prohibited transactions or other violations as a result of their investment in CIP GET Feeder or as co-fiduciaries for actions taken by or on behalf of CIP GET Feeder or the Sponsor. With respect to an IRA that invests in CIP GET Feeder, the occurrence of a prohibited transaction involving the individual who established the IRA, or such individual’s beneficiaries, would cause the IRA to lose its tax-exempt status.

The AIFM will use reasonable best efforts to limit equity participation by benefit plan investors in CIP GET Feeder to less than 25% of the total value of each class of equity interests in CIP GET Feeder and any Sub-Fund as described above. However, there can be no assurance that, notwithstanding the reasonable best efforts of the AIFM, the underlying assets of CIP GET Feeder and any Sub-Fund will not otherwise be deemed to include plan assets.

Under the Fund Documentation, the AIFM will have the power to take certain actions to avoid having the assets of CIP GET Feeder characterised as “plan assets,” including, without limitation, the right to cause a Shareholder that is a Plan to withdraw, in whole or in part, from CIP GET Feeder. While the AIFM and CIP GET Feeder do

not expect that the AIFM will need to exercise such power, neither the AIFM nor CIP GET Feeder can give any assurance that such power will not be exercised.

Important Notice for Plans

This Prospectus and the other Fund Documentation does not constitute an undertaking to provide impartial investment advice and it is not the Sponsor's intention to act in a fiduciary capacity with respect to any Plan. The Sponsor has a financial interest in the Shareholders' investment in Shares on account of the fees and other compensation they expect to receive (as the case may be) from CIP GET Feeder and their other relationships with CIP GET Feeder as contemplated hereunder. Any such fees and compensation do not constitute fees or compensation rendered for the provision of investment advice to any Plan. Each Shareholder that is a Plan will be required to represent and warrant, among other things, that it is advised by a fiduciary that is: (i) independent of the Sponsor; (ii) capable of evaluating investment risks independently, both in general and with respect to particular transactions and investment strategies contemplated in this Prospectus and the other Fund Documentation; and (iii) a fiduciary (under ERISA, section 4975 of the Code or applicable Similar Law) with respect to the Plan's investment in CIP GET Feeder and responsible for exercising independent judgment in evaluating the Plan's investment in CIP GET Feeder and any related transactions. Each Plan is advised to contact its own financial advisor and other fiduciary unrelated to CIP GET Feeder and the Sponsor about any decision with respect to any Shares in CIP GET Feeder, as may be appropriate for the Plan's circumstances.

Reporting of Indirect Compensation

Under ERISA's general reporting and disclosure rules, certain Covered Plans subject to Title I of ERISA are required to include information regarding their assets, expenses and liabilities. To facilitate such a Plan administrator's compliance with these requirements, it is noted that the descriptions of the fees and compensation described in this Prospectus, including the descriptions of the Management Fee and the Performance Participation Allocation payable to the Sponsor, are intended to satisfy the disclosure requirements for "eligible indirect compensation" for which the alternative reporting option on Schedule C of the Form 5500 Annual Return/Report may be available.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Each Plan fiduciary should consult with its legal advisor concerning the considerations discussed above before making an investment in CIP GET Feeder. As indicated above, Plans not subject to Title I of ERISA or section 4975 of the Code, such as governmental Plans, certain church Plans and non-U.S. Plans, may be subject to Similar Laws containing fiduciary responsibility and prohibited transaction requirements similar to those under ERISA and the Code (as discussed above). Accordingly, fiduciaries of Plans, in consultation with their advisors, should consider the impact of their respective laws and regulations on an investment in CIP GET Feeder.

EACH PLAN FIDUCIARY SHOULD CONSULT WITH ITS LEGAL ADVISOR CONCERNING THE POTENTIAL CONSEQUENCES UNDER ERISA, THE CODE AND ANY APPLICABLE SIMILAR LAW BEFORE MAKING AN INVESTMENT IN CIP GET FEEDER.

10.8 Foreign Account Tax Compliance Act

Capitalised terms used in this Chapter should have the meaning as set forth in FATCA Law (as defined below), unless provided otherwise herein.

FATCA generally imposes a reporting regime on non-U.S. entities qualifying as Foreign Financial Institutions and potentially a 30% withholding tax with respect to (i) certain U.S. source income (including dividends and interest) ("**Withholdable Payments**") and (ii) a portion of certain non-U.S. source payments from non-U.S. entities that have entered into FFI Agreements (as defined below) to the extent attributable to Withholdable Payments ("**Passthru Payments**"), made two or more years after the date on which the final U.S. Treasury regulations that define "foreign passthru payments" are published. As a general matter, the rules are designed to require U.S. persons' direct and indirect holding of non-U.S. accounts and ownership of non-U.S. entities to be reported to the U.S. Internal Revenue Service (the "**IRS**"). The 30% withholding tax regime may apply if there is a failure to provide required information regarding U.S. holding/ownership or otherwise comply with the requirements of FATCA.

Generally, the FATCA rules subject all Withholdable Payments and Passthru Payments received by a Foreign Financial Institution to 30% withholding tax (including the share that is allocable to non-U.S. Shareholders) unless the Foreign Financial Institution enters into an agreement (a “**FFI Agreement**”) with the IRS to provide information, representations and waivers of non-U.S. law (including any information notice relating to data protection) as may be required to comply with the provisions of the new rules, including, information regarding its direct and indirect U.S. accountholders, or otherwise qualifies for an exemption, including an exemption under an intergovernmental agreement (an “**IGA**”) between the United States and a country in which the non-U.S. entity is resident or otherwise has a relevant presence.

The governments of Luxembourg and the United States have entered into an IGA regarding FATCA, implemented by the FATCA Law. Provided CIP GET Feeder adheres to any applicable terms of the FATCA Law, CIP GET Feeder will not be subject to withholding or generally required to withhold amounts on payments it makes under FATCA. Additionally, CIP GET Feeder will not have to enter into an FFI Agreement with the IRS and instead will be required to obtain information regarding its Shareholders and to report such information about reportable Shareholders to the Luxembourg Tax Authority (as defined below), which, in turn, will report such information to the IRS.

Each Shareholder and each transferee of a Shareholder’s interest in CIP GET Feeder shall furnish (including by way of updates) to the AIFM, or any third party designated by the AIFM (a “**Designated Third Party**”), in such form and at such time as is reasonably requested by the AIFM (including by way of electronic certification) any information, representations, waivers and forms (including a FATCA self-certification form before investing into CIP GET Feeder) relating to the Shareholder (or the Shareholder’s direct or indirect owners or account holders) as shall reasonably be requested by the AIFM or the Designated Third Party to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency (including withholding taxes imposed pursuant to the FATCA Law, or any similar or successor legislation or intergovernmental agreement, or any agreement entered into pursuant to any such legislation or intergovernmental agreement) upon CIP GET Feeder, amounts paid to CIP GET Feeder, or amounts allocable or distributable by CIP GET Feeder to such Shareholder or transferee. In the event that any Shareholder or transferee of a Shareholder’s interest fails to furnish such information, representations, waivers or forms to the AIFM or the Designated Third Party, the AIFM or the Designated Third Party shall have full authority to take any and all of the following actions: (i) withhold any taxes required to be withheld pursuant to any applicable legislation, regulations, rules or agreements; (ii) take any action in order to comply with any measures imposed by any taxing authority or other governmental agency; (iii) freeze any payments or redemptions in relations to the Shareholder’s or transferee’s interests in CIP GET Feeder; (iv) redeem the Shareholder’s or transferee’s interest in CIP GET Feeder, and (v) form and operate an investment vehicle organised in the United States that is treated as a “domestic partnership” for purposes of section 7701 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and transfer such Shareholder’s or transferee’s interest in CIP GET Feeder or interest in CIP GET Feeder’s assets and liabilities to such investment vehicle. If requested by the AIFM or the Designated Third Party, the Shareholder or transferee shall execute any and all documents, opinions, instruments and certificates as the AIFM or the Designated Third Party shall have reasonably requested or that are otherwise required to effectuate the foregoing.

The Shareholders further undertake to inform CIP GET Feeder of, and provide CIP GET Feeder with all supporting documentary evidence of any changes related to its situation that may have implications on CIP GET’s compliance with FATCA within thirty (30) calendar days of the occurrence of such changes.

Any tax or penalty caused by a Shareholder’s failure to comply with FATCA will be borne by such Shareholder.

Each prospective Shareholder and each Shareholder should consult its own tax advisors regarding the requirements under FATCA with respect to its own situation.

10.9 Data Protection Information in the Context of FATCA Processing

In accordance with the FATCA Law, Reporting Luxembourg Financial Institutions (“**FIs**”) are required to report annually to the Luxembourg tax authority (i.e., *Administration des Contributions Directes*, the “**Luxembourg Tax Authority**”) information regarding certain persons as per the CRS-Law (as defined below) (“**Reportable Persons**”).

CIP GET Feeder is considered a Reporting Luxembourg Financial Institution. CIP GET Feeder is responsible for the processing of personal data and will act as data controller. CIP GET Feeder, the AIFM, the Portfolio Manager

and/or their respective affiliates and/or delegates may process personal data of Shareholders and Controlling Persons for FATCA purposes.

The Shareholders undertake to inform their Controlling Persons, if applicable, of the processing of their data by CIP GET Feeder, the AIFM, the Portfolio Manager, and/or their respective affiliates and/or delegates.

CIP GET Feeder, the AIFM, any Portfolio Manager and/or their respective affiliates and/or delegates process personal data concerning Shareholders or their Controlling Persons for the purpose of complying with CIP GET Feeder's legal obligations under the FATCA Law. These personal data include the name, date of birth, address, U.S. tax identification number, the country of tax residence and residence address (the "**FATCA Personal Data**"), and such financial data as the account number (or functional equivalent), the account balance or value, the total gross amount paid or credited by CIP GET Feeder to the Shareholders (including redemption payments) during a given calendar year, and any other relevant information in relation to the Shareholders or their Controlling Persons for the purposes of the FATCA Law (the "**FATCA Data**").

The FATCA Data will be reported by CIP GET Feeder to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the FATCA Data to the IRS in application of the FATCA Law.

In particular, Shareholders and Controlling Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority. Similarly, the Shareholders undertake to inform CIP GET Feeder within 30 days of receipt of these statements should any included personal data not be accurate.

FATCA Personal Data may also be processed by CIP GET Feeder's data processors ("**Data Processors**") which, in the context of FATCA processing, may include the AIFM and the Central Administration, amongst others.

CIP GET Feeder's ability to satisfy its reporting obligations under the FATCA Law will depend on each Shareholder or Controlling Person providing CIP GET Feeder with the FATCA Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of CIP GET Feeder (or, where applicable, a delegate or affiliate of CIP GET Feeder), each Shareholder or Controlling Person must provide CIP GET Feeder (or, where applicable, a delegate or affiliate of CIP GET Feeder) with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

Although CIP GET Feeder and/or, where applicable, a delegate or affiliate of CIP GET Feeder, will attempt to satisfy any obligation imposed on them to avoid any taxes or penalties imposed by the FATCA Law, no assurance can be given that CIP GET Feeder (and/or, where applicable, a delegate or affiliate of CIP GET Feeder) will be able to satisfy these obligations. If such tax or penalty is imposed as result of the FATCA Law, the value of the Shares may suffer material losses.

Any Shareholder or Controlling Person that fails to comply with documentation request of CIP GET Feeder (or an affiliate or delegate of CIP GET Feeder) may be charged with any taxes and penalties of the FATCA Law imposed on CIP GET Feeder (*inter alia*: as at the date of this Prospectus, withholding under section 1471 of the Code, a fine of up to €250,000 which may be increased by an amount of up to 0.5 percent of the amounts that should have been reported and a lump sum fine of €10,000 for late or no reporting) attributable to such Shareholder's or Controlling Person's failure to provide the information and CIP GET Feeder (or an affiliate and/or delegate of CIP GET Feeder) may, in their sole discretion, redeem the Shares of such Shareholders.

Shareholders and Controlling Persons should consult their own tax advisor or otherwise seek professional advice regarding the impact of the FATCA Law on their investment.

FATCA Personal Data will be processed in accordance with the provisions of the Privacy Notice as described above under Section 10.3 of the General Section.

10.10 Common Reporting Standard

Capitalised terms used in this Chapter should have the meaning as set forth in CRS-Law, unless provided otherwise herein.

CIP GET Feeder may be subject to the Standard and its Common Reporting Standard (the “CRS”) as set out in the Luxembourg law dated December 18, 2015, as amended from time to time, implementing Council Directive 2014/107/EU of December 9, 2014 as regards mandatory automatic exchange of information in the field of taxation (the “CRS-Law”).

Under the terms of the CRS-Law, CIP GET Feeder is to be treated as a Luxembourg Reporting Financial Institution. As such and without prejudice to other applicable data protection provisions, CIP GET Feeder will be required to annually report to the Luxembourg Tax Authority personal and financial information related, *inter alia*, to the identification of, holdings by and payments made to (i) Reportable Persons and (ii) Controlling Persons of certain non-financial entities which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS-Law (the “Information”), will include personal data related to the Reportable Persons.

CIP GET Feeder’s ability to satisfy its reporting obligations under the CRS-Law will depend on each Shareholder providing CIP GET Feeder with the Information, along with the required supporting documentary evidence. Shareholders will be required to provide such information in the form of a self-certification form documenting their CRS status and/or tax residence (and, potentially, information regarding their Controlling Persons) before investing in CIP GET Feeder. In this context, the Shareholders are hereby informed that CIP GET Feeder, the AIFM, any Portfolio Manager, and/or their respective affiliates and/or delegates will process the Information for the purposes as set out in the CRS-Law. The Shareholders undertake to inform their Controlling Persons, if applicable, of the processing of their Information by CIP GET Feeder, the AIFM, any Portfolio Manager and/or their respective affiliates and/or delegates.

The Shareholders are further informed that the Information related to Reportable Persons within the meaning of the CRS-Law will be disclosed to the Luxembourg Tax Authority annually for the purposes set out in the CRS-Law. In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority.

Similarly, the Shareholders undertake to inform CIP GET Feeder (and, where applicable, the AIFM, the relevant Portfolio Manager, and/or their respective affiliates and/or delegates) within thirty (30) calendar days of receipt of these statements should any included personal data not be accurate. The Shareholders further undertake to inform CIP GET Feeder and, where applicable, the AIFM, the relevant Portfolio Manager, and/or their respective affiliates and/or delegates of, and provide CIP GET Feeder (and, where applicable, the AIFM, the relevant Portfolio Manager, and/or their respective affiliates and/or delegates) with all supporting documentary evidence of any changes related to the Information within thirty (30) calendar days of the occurrence of such changes.

Although CIP GET Feeder (and/or, where applicable, a delegate or affiliate of CIP GET Feeder) will attempt to satisfy any obligation imposed on it to avoid any taxes or penalties imposed by the CRS-Law, no assurance can be given that CIP GET Feeder (and/or where, applicable, a delegate or affiliate of CIP GET Feeder) will be able to satisfy these obligations. If such a tax or penalty is imposed as result of the CRS-Law, the value of the Shares may suffer material losses.

Any Shareholder that fails to comply with Information or documentation requests of CIP GET Feeder (and/or where applicable, those of the AIFM, the relevant Portfolio Manager, and/or their respective affiliates and/or delegates) may be held liable for penalties imposed on CIP GET Feeder and which are attributable to such Shareholder’s failure to provide the Information.

Each prospective Shareholder and each Shareholder should consult its own tax advisors regarding the requirements under the CRS-Law with respect to its own situation.

10.11 Data protection information in the context of CRS processing

In accordance with the CRS-Law, Reporting FIs are required to report to the Luxembourg Tax Authority information regarding Reportable Persons such as defined in the CRS-Law.

As a Luxembourg Reporting Financial Institution, CIP GET Feeder is responsible for the processing of personal data and will act as data controller. Where applicable, CIP GET Feeder, the AIFM, any Portfolio Manager and/or their respective affiliates and/or delegates process personal data of Shareholders and Controlling Persons as Reportable Persons for the purposes set out in the CRS-Law.

In this context, CIP GET Feeder (and/or an affiliate and/or delegate or CIP GET Feeder) may be required to report to the Luxembourg Tax Authority the name, residence address, TIN(s), the date and place of birth, the country of tax residence(s) (the “**CRS Personal Data**”), and financial data such as the account number (or functional equivalent), the account balance or value, the total gross amount paid or credited to the Shareholder by CIP GET Feeder (including any redemption payments) with respect to the account, as well as any other information required by applicable laws (i) of each Reportable Person that is an account holder, and (ii), in the case of a Passive NFE within the meaning of the CRS-Law, of each Controlling Person that is a Reportable Person (the “**CRS Data**”).

CRS Data regarding the Shareholders or the Controlling Persons will be reported by the Luxembourg Reporting Financial Institution to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the CRS Data to the competent tax authorities of one or more CRS reportable jurisdiction(s). CIP GET Feeder, the AIFM, any Portfolio Manager and/or their respective affiliates and/or delegates process the CRS Personal Data regarding the Shareholders or the Controlling Persons only for the purpose of complying with CIP GET Feeder’s legal obligations under the CRS-Law.

In particular, Shareholders and Controlling Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority.

CRS Personal Data may also be processed by the Data Processors, which, in the context of CRS processing, may include the AIFM and the Central Administration amongst others.

CIP GET Feeder’s ability to satisfy its reporting obligations under the CRS-Law will depend on each Shareholder or Controlling Person providing CIP GET Feeder and/or, where applicable, the AIFM, any Portfolio Manager, and/or their respective affiliates and/or delegates with the CRS Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of CIP GET Feeder (and/or where applicable, the AIFM, any Portfolio Manager, and/or their respective affiliates and/or delegates), each Shareholder or Controlling Person must provide CIP GET Feeder (and/or, where applicable, the AIFM, any Portfolio Manager, and/or their respective affiliates and/or delegates) with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

10.12 Tax Information and Tax Liability

Each Shareholder shall provide in a timely manner any information, form, disclosure, certification or documentation (“**Tax Information**”) that CIP GET Feeder and/or the AIFM may reasonably request in writing in order to maintain appropriate records, report such information as may be required to be reported to the Luxembourg tax authorities or any other tax or competent authority under FATCA or CRS (the “**Tax Reporting Regimes**”) and provide for withholding amounts, if any, in each case relating to each Shareholder’s interest in or payments from CIP GET Feeder including, without limitation, any information requested in order to comply with:

- the FATCA provisions, including, for the avoidance of doubt, the agreement reached between the Government of the Grand Duchy of Luxembourg and the Government of the United States of America to improve international tax compliance and to implement the Foreign Account Tax Compliance Provisions, signed on March 28, 2014, and approved within the Law of July 24, 2015, or any other agreement between the United States of America and any other jurisdiction implementing the Foreign Account Tax Compliance Provisions; or
- European Union Council Directive 2014/107/EU, as amended, on the mandatory automatic exchange of information between tax administrations (the “Exchange of Information Directive”); or
- European Union Council Directive 2011/16/EU (the “DAC”), as amended; or
- the Multilateral Competent Authority Agreement on the Automatic Exchange of Financial Account Information signed by the Government of the Grand Duchy of Luxembourg on October 29, 2014 in relation to agreements with the participating jurisdictions listed in the table in Schedule A to said agreement to improve international tax compliance based on the standard for automatic exchange of financial account information developed by the OECD; or

- the directive (EU) 2017/952 of May 29, 2017 amending directive (EU) 2016/1164 as regards hybrid mismatches with third countries pursuant to which each Shareholder should be able to confirm that its investment does not give rise to a hybrid mismatch; or
- any law, rule or regulation pursuant to or implementing any of the FATCA, the Exchange of Information Directive, the DAC, the CRS or any other regime requiring the exchange of Tax Information; or
- general tax rules whereby information on the Shareholder would be required for CIP GET Feeder and/or the AIFM to conduct CIP GET Feeder's affairs (including, but not limited to, ensuring tax deductibility of payments made by CIP GET Feeder and its affiliates).

The Shareholder shall use all reasonable endeavours to promptly supply to CIP GET Feeder and/or the AIFM such information, affidavits, certificates, representations and forms that may reasonably be requested by CIP GET Feeder and/or the AIFM in order for CIP GET Feeder to comply with any applicable or future legal, or regulatory or tax requirements pursuant to this Section 10 of the General Section.

Each Shareholder further agrees to update or replace any such Tax Information promptly to the extent such Shareholder is aware of any changes to any of the Tax Information it has provided, or that such Tax Information has become obsolete or on expiry of the tax forms. In addition, each Shareholder shall take such actions as CIP GET Feeder and/or the AIFM may request in order to enable any relevant entity to comply with any Tax Information requirements or mitigate any taxation and hereby authorises each relevant entity to take such actions as it determines are needed in order to enable any relevant entity to comply with any Tax Information requirements, or mitigate any taxation (including, but not limited to, the disclosure of personal data).

A Shareholder shall indemnify CIP GET Feeder and the other Shareholders for all loss, costs, expenses, damages, claims and/ or requests (including, but not limited to, any withholding tax, penalties or interest borne by CIP GET Feeder and/or the Shareholders or any non-deductibility of a payment made by CIP GET Feeder or its affiliates) arising as a result of such Shareholder's failure to comply with any of the requirements set out in this Section or any requests of CIP GET Feeder and/or the AIFM under this Section in a timely manner.

If requested by CIP GET Feeder and/or the AIFM, the Shareholders shall promptly execute any and all documents or take such other actions as CIP GET Feeder and/or the AIFM may require pursuant to this Section. CIP GET Feeder and/or the AIFM may exercise the power of attorney granted to them pursuant to the third to last paragraph of this Section to execute any such documents or take such actions on behalf of any Shareholder in connection with the above if the Shareholder fails to do so.

In the event that any Shareholder fails to establish that payments and allocations to it are exempt from withholding or fails to comply with any of the requirements and fails to rectify any such failure, in each case in a timely manner (without regard as to whether such information was not provided due to the fact that it was not reasonably practicable for the Shareholder to obtain such information) and CIP GET Feeder and/or the AIFM reasonably consider that any of the following is necessary or advisable, with respect to the Tax Reporting Regimes compliance matters, having regard to the interests of CIP GET Feeder and Shareholders generally, CIP GET Feeder and/or the AIFM shall have full authority (but shall not be obliged) to take any and all of the following actions:

- withhold any withholding tax required to be withheld pursuant to any applicable legislation, regulations, rules or agreements;
- allocate to a Shareholder any taxation and/or other costs which are attributable to that Shareholder, including any additional tax resulting from the non-deduction of an otherwise tax deductible payment (including, but not limited to, as a result of a hybrid mismatch in the sense of directive (EU) 2017/952 of May 29, 2017 amending directive (EU) 2016/1164 as regards hybrid mismatches with third countries);
- request such Shareholder to withdraw from CIP GET Feeder;
- transfer such Shareholder's Shares to a third party (including, but not limited to, any existing Shareholder) in exchange for the consideration negotiated by the relevant Portfolio Manager, CIP GET Feeder and/or the AIFM in good faith for such interests;

- take any other action that CIP GET Feeder and/or the AIFM deem, in good faith, to be reasonable in order to mitigate any adverse effect of such failure on CIP GET Feeder or any other Shareholder; and/or
- form and operate an investment vehicle organised in the United States that is treated as a “domestic partnership” for purposes of section 7701 of the Code, and transfer such Shareholder’s or transferee’s interest in CIP GET Feeder or interest in CIP GET Feeder’s assets and liabilities to such investment vehicle.

Each Shareholder hereby irrevocably appoints CIP GET Feeder and/or the AIFM (and its duly appointed attorney) as its true and lawful attorney to do all things and to execute any documents as may be required in connection with this Section and each such Shareholder undertakes to ratify and confirm whatever CIP GET Feeder and/or the AIFM (and/or its duly appointed attorneys) shall lawfully do pursuant to such power of attorney.

Irrespective of the application of the “*Tax Information and Tax Liability*” Section above, in the event that CIP GET Feeder and/or the AIFM or any of their associates incur a liability (e.g., in case of denial of the tax deductibility) for any tax whether directly or indirectly, as a result of the participation of a particular Shareholder (or particular Shareholders) in CIP GET, CIP GET Feeder and/or the AIFM may, in their absolute discretion, determine that an amount equal to such tax liability shall be treated as an amount that has been allocated and distributed to such Shareholder (in which case such deemed allocation and distribution will be made between the relevant Shareholders on such appropriate *pro rata* basis as CIP GET Feeder and/or the AIFM may determine in their absolute discretion) or give rise to indemnification by this investor. CIP GET Feeder and/or the AIFM will give notice of such deemed allocation and distribution to the particular Shareholder (or particular Shareholders) concerned.

11. CERTAIN LUXEMBOURG TAX CONSIDERATIONS

This Section is a short summary of certain important Luxembourg tax principles in relation to CIP GET Feeder. The summary is based on the laws and practice currently in force and applied in Luxembourg at the date of this Prospectus. Provisions may change at short-term notice, possibly with retroactive effect.

This Section does not purport to be a complete summary of tax law and practice currently applicable in Luxembourg and does not contain any statement with respect to the tax treatment of an investment in CIP GET Feeder in any other jurisdiction. Furthermore, this Section does not address the taxation of CIP GET Feeder in any other jurisdiction or the taxation of any subsidiaries or intermediary companies of CIP GET Feeder or of any investment structure in which CIP GET Feeder holds an interest in any jurisdiction.

Prospective investors should inform themselves of, and where appropriate take advice on, the laws and regulations (such as those relating to taxation, foreign exchange controls and being a non-eligible investor) applicable to the subscription, purchase, holding, and redemption of Shares in the country of their citizenship, residence or domicile, and of the current tax status of CIP GET Feeder in Luxembourg. Furthermore, Shareholders shall be solely responsible for any tax reporting and payment obligations associated with their investment in CIP GET Feeder.

At the date of this Prospectus, under current law and practice, CIP GET Feeder is not liable for any Luxembourg direct tax other than an annual subscription tax (*taxe d'abonnement*) of 0.05% per annum of the total net assets of each Sub-Fund and of each Class, determined and payable at the end of each quarter. Starting from January 1, 2021, Part II UCIs may benefit from reduced subscription tax rates depending on the value of their net assets invested in economic activities that qualify as environmentally sustainable within the meaning of article 3 of EU regulation 2020/852 of June 18, 2020 (the “**Qualifying Activities**”) except for the proportion of net assets invested in fossil gas and/or nuclear energy-related activities. The reduced subscription tax rates would be of:

- 0.04% if at least 5% of the total net assets any individual Sub-Fund, are invested in Qualifying Activities;
- 0.03% if at least 20% of the total net assets of any individual Sub-Fund, are invested in Qualifying Activities;
- 0.02% if at least 35% of the total net assets of any individual Sub-Fund, are invested in Qualifying Activities; and
- 0.01% if at least 50% of the total net assets of any individual Sub-Fund, are invested in Qualifying Activities.

The subscription tax rates mentioned above would only apply to the net assets invested in Qualifying Activities. Additionally, in accordance with the 2010 Law, individual sub-funds and individual classes within a sub-fund are subject to a rate of 0.01%; *provided*, that the relevant Shares are reserved for one or more institutional investors. Moreover, a subscription tax exemption applies notably to the portion of CIP GET Feeder’s assets (pro rata) invested in a Luxembourg UCI subject itself to the subscription tax. Other exemptions from or reductions of the subscription tax rate may be available.

The income and gains of CIP GET Feeder will not be subject to corporate income tax, municipal business tax and net wealth tax in Luxembourg.

No duty or other tax will be paid in Luxembourg on the issue of Shares of CIP GET Feeder except for a fixed registration duty of EUR 75 paid by CIP GET Feeder upon incorporation and upon future modification (if any) of the Articles of CIP GET Feeder.

Dividends and interest, if any, received by CIP GET Feeder from Investments may be liable to withholding tax and capital gains tax imposed by the jurisdictions in which the Investments are issued or held, and it is not expected, such taxes will be recoverable in full.

In Luxembourg, Part II UCIs are considered as taxable persons for VAT purposes. Accordingly, CIP GET Feeder has the status of a taxable person without any input VAT deduction right. A VAT exemption applies in Luxembourg for services qualifying as fund management services. This includes investment and portfolio

management. The delegation of management services and investment advice can also be VAT exempt under the condition that they are specific to and essential for the management of CIP GET Feeder, and they form a “distinct whole” (i.e., the VAT exemption would not apply to isolated delegated services). Other services supplied to CIP GET Feeder could potentially trigger VAT and require its VAT registration in Luxembourg. As a result of such VAT registration, CIP GET Feeder will be in a position to fulfil its duty to self-assess the VAT regarded as due in Luxembourg on taxable services (or goods to some extent) purchased from abroad.

No VAT liability in principle arises in Luxembourg in respect of any payments by CIP GET Feeder to its Shareholders to the extent such payments are linked to their subscription for the interests in CIP GET Feeder and do not constitute the consideration received for taxable services supplied.

12. DISSOLUTION AND LIQUIDATION OF CIP GET FEEDER AND ITS SUB-FUNDS AND CERTAIN TRANSACTIONS

12.1 Dissolution and liquidation of CIP GET Feeder

Automatic liquidation

CIP GET Feeder has been established for an indefinite term; *provided* that CIP GET Feeder will be automatically put into liquidation upon the termination of a Sub-Fund if no further Sub-Fund is active at that time in accordance with the provisions of the 2010 Law and the general liquidation process set out in this Section 12.1 (“*Liquidation process*”) below.

Dissolution and liquidation further to a decision of a General Meeting

CIP GET Feeder may at any time be dissolved by a Special General Meeting Resolution subject to the prior non-objection from the CSSF.

Whenever CIP GET Feeder’s net assets fall below two thirds (2/3) of the legal minimum capital prescribed by the 2010 Law from twelve (12) months after CIP GET Feeder’s authorisation by the CSSF, the Board of Directors must convene a General Meeting to resolve on the potential dissolution of CIP GET Feeder. At such General Meeting, no quorum shall be required, and the resolution to dissolve CIP GET Feeder will pass at the simple majority of the voting rights represented.

Whenever CIP GET Feeder’s net assets fall below one quarter (1/4) of the minimum capital prescribed by the 2010 Law from twelve (12) months after CIP GET Feeder’s authorisation by the CSSF, the Board of Directors must convene a General Meeting to resolve on the potential liquidation of CIP GET Feeder. At such General Meeting, no quorum shall be required, and the resolution to dissolve CIP GET Feeder will pass by Shareholders holding one quarter (1/4) of the voting rights represented.

Each General Meeting referred to under this Section 12.1 must be convened so that it is held within a period of forty (40) calendar days from when it is ascertained that the net assets of CIP GET Feeder have fallen below two thirds (2/3) or one quarter (1/4) of the legal minimum as the case may be.

Liquidation process

Upon the decision of the Shareholders to dissolve CIP GET Feeder or in case of liquidation of CIP GET Feeder as per this Section 12.1 of the General Section, the issuance, redemption and conversion of Shares in all Sub-Funds will be prohibited and will be deemed void.

Upon dissolution of CIP GET Feeder, one or more liquidators shall be appointed, subject to the approval and supervision of the CSSF, by an Ordinary General Meeting Resolution to realise the assets of CIP GET Feeder in the best interests of the Shareholders. The proceeds of the liquidation of each Sub-Fund, net of all liabilities and liquidation expenses, shall be distributed by the liquidators among the Shareholders in such Sub-Fund according to their respective rights pursuant to the Articles and this Prospectus. The amounts not claimed by Shareholders at the end of the liquidation process will be deposited, in accordance with Luxembourg Law, with the *Caisse de Consignation* in Luxembourg until the statutory limitation period has lapsed, after which such amounts will be forfeited.

12.2 Dissolution and liquidation of Sub-Funds or Classes

Automatic dissolution – expiration of the term of a Sub-Fund and/or Class

Sub-Funds and/or Classes may be created for a finite or indefinite term. Sub-Funds and/or Classes having a finite term will be automatically dissolved at the expiration of such term and the outstanding Shares in such Sub-Fund or Class will be compulsorily redeemed by CIP GET Feeder on the basis of the relevant NAV per Share (after deduction of any realisation expenses), unless the term of such Sub-Fund or Class is extended by the Board of Directors in accordance with the conditions set out in the relevant Annex.

Unilateral dissolution at the initiative of the Board of Directors

The Board of Directors may unilaterally decide to liquidate a Sub-Fund and/or Class and to compulsorily redeem all Shares outstanding in such Sub-Fund or Class on the basis of the relevant NAV per Shares (after deduction of the realisation expenses) where:

- the value of the total net assets in such Sub-Fund or Class has decreased to, or has not reached, an amount determined by the Board of Directors to be the minimum level for such Sub-Fund, or such Class, to be operated in an economically efficient manner; and/or
- it determines, in its absolute discretion, that it is in the best interests of the Shareholders in such Sub-Fund or Class to terminate such Sub-Fund or Class, for instance, and without limitation, because of a substantial modification in the political, economic or monetary situation and/or for any other circumstances set forth in the relevant Annex.

If such decision is taken, the Board of Directors will serve a notice to the Shareholders of the relevant Sub-Fund or Class, which will indicate the reasons for the dissolution and the liquidation procedure and any order for subscription, redemptions and conversion shall be suspended as from the date the Board of Directors resolves on the termination of the relevant Sub-Fund or Class.

Dissolution further to a decision of the Shareholders

Notwithstanding the powers conferred to the Board of Directors under Section 12.2 above, a meeting of Shareholders of a Sub-Fund or Class may, upon proposal from the Board of Directors, decide to liquidate a Sub-Fund and/or Class in any circumstances. At such Sub-Fund or Class meeting, no quorum shall be required and the decision to liquidate will be approved at the simple majority of the votes casted and provided that such liquidation does not result in the liquidation of CIP GET Feeder (in which case, the resolution must be adopted in accordance with Section 12.1 above. The decision of such meeting will be notified to the relevant Shareholders and/or published by CIP GET Feeder on its website.

12.3 Merger, split or transfer of Sub-Funds or Classes

Under the same circumstances as provided in Section 12.2 (“*Unilateral dissolution at the initiative of the Board of Directors*”) above, the Board of Directors may unilaterally decide to allocate the assets of any Sub-Fund or Class to those of another existing Sub-Fund or Class or, subject to the prior approval of the CSSF, to another undertaking for collective investment or sub fund within such other undertaking for collective investment (a “**New Fund**”), and to redesign the feature and characteristics of the Shares of the Sub-Fund or Class concerned as appropriate to effect such transaction (following a split or consolidation, if necessary, and the payment of any amount corresponding to any fractional entitlement to the relevant Shareholders). Such decision will be notified to Shareholders in accordance with Section 12.2 above (and, in addition, the notification will contain information in relation to the New Fund), and Shareholders of the relevant Sub-Fund will be offered the opportunity to request a redemption of their Shares, free of charge, before the effectiveness of such decision, subject to the redemption limitations set out in the relevant Annex.

Under the same circumstances as provided in Section 12.2 above, the Board of Directors may unilaterally decide to reorganise a Sub-Fund or Class by means of a division into two or more Sub-Fund or Classes within such Sub-Fund.

Notwithstanding the powers conferred to the Board of Directors under this Section 12.3:

- a contribution of the assets and liabilities attributable to any Sub-Fund within CIP GET Feeder; or
- a contribution of the assets and of the liabilities attributable to any Sub-Fund to another undertaking for collective investment, or to another sub-fund within such other undertaking for collective investment, will require a resolution of the Shareholders of the Class or Sub-Fund concerned by way of a Special General Meeting Resolution.

13. DOCUMENTATION AND INFORMATION / AMENDMENTS

13.1 Documents and information available to Shareholders

CIP GET Feeder Fund Documents

Copies of the Prospectus, the Articles, the AIFM Agreement, the Depositary Agreement, the Administration Agreement, the agreement appointing the Auditor, and the latest published audited annual reports and semi-annual reports issued by CIP GET Feeder will be available to Shareholders for inspection upon request and free of charge at any reasonable time during normal business hours (after furnishing reasonable advance written notice to the AIFM) at the registered office of CIP GET Feeder.

KIDs

A key information document (a “**KID**”) in compliance with the relevant provisions of Regulation (EU) 1286/2014, as amended, and Commission Delegated Regulation (EU) 2017/653 is published for each Class available for subscription in the EEA by non-professional clients within the meaning of Directive 2014/65/EU (each a “**Retail Investor**”). KIDs are available to Retail Investors prior to their subscription in CIP GET Feeder and are provided to Retail Investors electronically and in downloadable form, such as in a data room for investors or on a website for CIP GET.

Historical performance

If any historical performance information is produced for CIP GET Feeder and its Sub-Funds, it will be made available at the registered office of CIP GET Feeder upon request of a Shareholder at any reasonable time during normal business hours (after furnishing reasonable advance notice to the AIFM).

Regulatory disclosure

Any other information and/or documents which the AIFM or CIP GET Feeder is or will be required to make available by virtue of law (and in particular the AIFM Directive and Article 23 thereof) and any amendments or supplements thereto made from time to time are available upon request of a Shareholder at any reasonable time during normal business hours (after furnishing reasonable advance written notice to the AIFM) at the registered office of CIP GET Feeder; *provided*, that such availability is reasonably related to such Shareholder’s interest as a Shareholder.

13.2 Important publications – Website disclosures

CIP GET Feeder’s website at www.get.cip.com will contain important communications, notices to investors, material information and other additional information about CIP GET Feeder, its Sub-Funds and/or CIP, including certain financial information (including the NAV per Share of each Class within each Sub-Fund). However, the contents of the website are not incorporated by reference in and do not otherwise form a part of this Prospectus.

Due to regulatory requirements applicable to CIP GET Feeder and/or certain persons, the access to CIP GET Feeder’s website may be restricted for access to only such persons that are eligible to acquire Shares in CIP GET Feeder and Shareholders.

13.3 Amendments to CIP GET Feeder Fund Documents

The Articles may be amended from time to time in accordance with the quorum and majority requirements laid down by the 1915 Law and/or the Articles.

This Prospectus may be amended from time to time by the Board of Directors with the prior approval of the CSSF in accordance with Luxembourg law and regulations.

To the extent required by applicable laws and regulations, Shareholders of a Sub-Fund or (Sub-)Class will be given prior notice of any proposed material adverse changes in order for them to request the redemption of their Shares.

14. GENERAL RISK FACTORS, POTENTIAL CONFLICTS OF INTEREST AND OTHER CONSIDERATIONS

14.1 Introduction

The following considerations should be carefully evaluated before making an investment in CIP GET. For the purpose of this Section 14 references to CIP GET should include references to the relevant Sub-Fund, where applicable and, where a Sub-Fund pursues its investment objective via, inter alia, investments into Target Funds (whether directly or through a Master Sub-Fund), references to a Sub-Fund shall include references to such Target Funds (and their respective managers and underlying investments), where applicable.

Prior to making any investment decision in relation to CIP GET, the general risk factors and potential conflicts of interest described herein should be considered along with other information provided in this Prospectus, including the specific risk factors and potential conflicts of interest described in the relevant Annex. Prospective investors should read this Prospectus in its entirety and in particular the relevant Annex. Further, prospective investors should conduct their own due diligence and obtain such professional advice, including, without limitation, advice on the legal and tax consequences to them of an investment in any Sub-Fund, as they deem necessary before deciding whether to invest.

14.2 General Risks Associated with the Nature of Investments in CIP GET

An investment in CIP GET is subject to a high degree of risk. An investment in CIP GET is speculative and requires a long term investment horizon with no certainty of return and is therefore not suitable for all investors. Returns (if any) generated by CIP GET may be insufficient to compensate investors adequately for the business and financial risks that must be assumed. The value of an investment in CIP GET can fluctuate and may go up or down (including being lost entirely). The investment portfolio of any Sub-Fund will involve the assumption of a high degree of business and financial risk which can result in substantial losses, including the loss of a Shareholder's entire investment.

Investments may carry a relatively high degree of risk owing to the business and financial uncertainties. Changes in economic and regulatory conditions, including, for example, interest rates, trends, tax laws and many other factors, can affect substantially and adversely the business and prospects of any or all of the Investments, as further described in this Section 14. None of these conditions are within the control of the Sponsor.

In considering the prior performance information of the other investment funds managed by the Sponsor, prospective investors should understand that an investment in CIP GET does not represent an interest in any investment or investment portfolio of any other fund managed by the Sponsor. A prospective investor cannot rely on any return expectation and there can be no assurance that the risk/return profile of an investment in CIP GET will resemble that of any of the CIP-managed Target Funds. Actual events or results or the actual performance of CIP GET may differ materially from those reflected or contemplated in forward-looking statements. There can be no assurance that any Sub-Fund will be able to implement its investment strategy and be successful in its Investments.

Investment via Master-Feeder Fund Structure

CIP GET Feeder invests through a "master-feeder" fund structure. A "master-feeder" fund structure presents certain unique risks to investors. For example, a smaller feeder fund investing in a master fund may be materially affected by the actions of a larger feeder fund investing in such master fund. If a larger feeder fund withdraws from a master fund, the remaining feeder fund(s) may experience higher pro rata operating expenses, thereby producing lower returns. A master fund may become less diverse due to a redemption by a larger feeder fund, resulting in increased portfolio risk. A master fund is a single entity and creditors of such master fund may enforce claims against all assets of such master fund. In addition, certain conflicts of interest may exist due to different tax considerations applicable to CIP GET Feeder and other feeder funds. Due to regulatory, tax and/or other considerations that may be applicable to CIP GET or a group of prospective investors, certain Investments may be made through subsidiaries, some of which may be taxable as corporations, which may reduce the overall return to all investors, including the Shareholders in CIP GET Feeder.

Dynamic Investment Strategy

While the Sponsor generally seeks to generate returns through the investment strategy described in the relevant Annex, the Sponsor may modify or depart from a Sub-Fund's initial investment strategy, investment process or investment techniques to the extent it determines such modification or departure to be appropriate and consistent with this Prospectus, the Articles and any relevant Annex.

Lack of Operating History

Upon the establishment of CIP GET, no prior operating history or track record exists. Accordingly, CIP GET does not have performance history for a prospective investor to consider. A prospective investor should not rely on any expectation and there can be no assurance that the risk/return profile of an investment in any Sub-Fund will resemble that of any of the existing funds managed by CIP.

Prior Investment Track Record of Funds Managed by the Sponsor

Past performance is not indicative of future performance. Although the Sponsor has an experienced team of investment professionals with experienced and specialised supporting resources, and the Sponsor has made successful infrastructure and infrastructure-related investments in the past, past performance of other investment funds managed by CIP is not necessarily predictive of the performance of any Sub-Fund. Moreover, CIP GET is subject to all of the business risks and uncertainties associated with the establishment of a fund, including the risk that it will not achieve its investment objectives and that the value of an investment in CIP GET could decline substantially.

Dependence on Key Personnel of the Sponsor

Investments may require specialist expertise, including regulatory, legal and financial skills. CIP GET's performance depends on the skills and expertise of the Sponsor and key personnel. Successful execution of the investment strategy of any Sub-Fund will, among other factors, depend on the Sponsor's ability to attract and retain key personnel. There is no assurance that the Sponsor will be able to attract skilled resources or avoid the loss of key personnel.

Illiquidity Risk

An investment in any Sub-Fund is a long-term commitment and investors must have the financial capacity to handle risks associated with such an investment, which bears no certainty of timing of cash flows and/or returns. Except in respect of listed Shares, Shareholders may not transfer all or any portion of their Shares without the prior written consent of the Board of Directors and subject to compliance with certain requirements set out in Section 3.7 of the General Section. Further, all Shares will be subject to substantial restrictions on redemptions and the liquidity of the Shares will therefore generally be limited to participation in the Share redemption program as described in the relevant Annex.

Structuring

Prospective investors should be aware that CIP GET may be open to investment by many different types of investors from many different jurisdictions. Accordingly, it is unlikely that the structure of CIP GET and any Investments will be equally suitable for all investors. Subject to the specific requirements set forth in the Fund Documentation, the Sponsor will endeavour to make decisions regarding the structuring of Investments by considering the interests of CIP GET as a whole.

Investments made by CIP GET may be made through Intermediate Vehicles or other entities in order to minimise applicable taxes or for regulatory or securities reasons. However, no assurance is given that such structuring will be suitable for all investors in CIP GET and, in certain circumstances, such structures may lead to additional costs and/or reporting obligations for some or all of the investors in CIP GET.

CIP GET, its investment structures, Investments and investors may be subject to income or other, tax in jurisdictions in which underlying vehicles are located and/or Investments are made. Moreover, withholding tax or other taxes (e.g., branch profits taxes) may be imposed on earnings of CIP GET from Investments in such

jurisdictions. In addition, local tax incurred in such jurisdictions by CIP GET or vehicles through which it invests may not be creditable to or deductible by the investors in their respective jurisdictions.

Individual Investor Performance Information

Performance for individual investors in any Sub-Fund may vary from such Sub-Fund's overall performance as a result of the timing of an investor's investment to such Sub-Fund; the redemption or increase of any part of an investor's participation in such Sub-Fund and the Class in which they invest (including as a result of different Subscription Fees, Servicing Fees or currency fluctuations against the Sub-Fund's Reference Currency or different distribution policy (i.e., Accumulation Classes or Distribution Classes), where applicable).

Third-Party Advice

CIP GET and the Sponsor will make extensive use of external advisers and consultants for technical, ESG, regulatory, financial, legal advice and various other services. CIP GET and the Sponsor generally rely upon such advisers for their professional judgment with respect to matters concerning their area of expertise. Nevertheless, there exists a risk that such advisers may provide incorrect advice from time to time. Neither CIP GET nor the Sponsor will, generally, have any liability to Shareholders for any reliance upon such advice, unless specifically described in this Prospectus.

Operational Risk

CIP GET depends on the AIFM to have appropriate systems and procedures to control operational risk. Operational incidents arising from mistakes made in the confirmation or settlement of transactions, from transactions not being properly booked, evaluated or accounted for or other similar disruption in CIP GET's operations, may cause CIP GET to suffer financial losses, the disruption of its business, liability to any investors or third parties, regulatory intervention or reputational damage. CIP GET's business may be highly dependent on its ability to process transactions across numerous and diverse markets. Consequently, CIP GET relies heavily on its financial, accounting and other data processing systems. The ability of its systems to accommodate an increasing volume of transactions could also constrain CIP GET's abilities to properly manage its portfolio.

IT Security and Cyber Crime

Cyber security incidents have been occurring globally at a more frequent and severe level and will likely continue to increase in frequency in the future. CIP GET's, the Sponsor's, the portfolio companies' and their service providers' information and technology systems may be vulnerable to damage or interruption from cyber security breaches, computer viruses or other malicious code, network failures, computer and telecommunication failures, infiltration by unauthorised persons and other security breaches, or usage errors by their respective professionals or service providers, power, communications or other service outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. If unauthorised parties gain access to such information and technology systems, they may be able to steal, publish, delete or modify private and sensitive information, including confidential information, Personal Data, and information about the Shareholders and their underlying investors, where applicable. Although the Sponsor has implemented, and portfolio companies and service providers may implement, general procedures for IT security, including system access and data back-ups, to manage risks relating to these types of events, such systems could prove to be inadequate and, if compromised, could become inoperable for extended periods of time, cease to function properly or fail to adequately secure private information. The Sponsor does not have complete control over the cyber security plans and systems put in place by third party service providers, and such third party service providers may have limited indemnification obligations to the Sponsor, CIP GET and/or its portfolio companies, each of which could be negatively impacted as a result. Breaches such as those involving covertly introduced malware, impersonation of authorised users and industrial or other espionage may not be identified even with sophisticated prevention and detection systems, potentially resulting in further harm and preventing them from being addressed appropriately. The failure of these systems or of disaster recovery plans for any reason could cause significant interruptions in the Sponsor's and/or a portfolio company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data and personal data, including Personal Data relating to investors (and their underlying investors), material non-public information and the intellectual property and trade secrets of the Sponsor and/or portfolio companies and other sensitive information in the possession of the Sponsor and portfolio companies. CIP GET, the Sponsor and/or a portfolio company could be required to make a significant investment to remedy the effects of any such failures, harm to their reputations, legal claims that they and their respective affiliates may be

subjected to, regulatory action or enforcement arising out of applicable privacy and other laws, adverse publicity, and other events that may affect their business and financial performance.

CIP GET's Expenses

CIP GET will pay and bear all expenses related to its operations. The amount of such expenses will be substantial and will reduce the actual returns realised by investors on their investments in any Sub-Fund (and have the potential to, in certain circumstances, reduce the amount of capital available to be invested by such Sub-Fund in Investments). CIP GET's expenses include recurring and regular items, as well as extraordinary expenses for which it may be hard to budget or forecast. As a result, the amount of CIP GET's expenses ultimately expensed at any one time may exceed expectations. As described further in the Articles, the General Section and any relevant Annex, CIP GET's expenses encompass a broad categorisation of expenses and include all expenses of establishing, operating and distributing CIP GET, including the Sub-Funds. Expenses to be borne by the Sponsor will be limited to those items enumerated in the Articles, the General Section and any relevant Annex, and all other costs and expenses in establishing, operating and distributing CIP GET will be borne by CIP GET Feeder, its Sub-Funds and their respective Shareholders in accordance with the provisions of this Prospectus. From time to time, the Sponsor will be required to decide whether costs and expenses shall be borne by CIP GET, on the one hand (including any individual Sub-Fund within CIP GET Feeder or any individual (Sub-)Class within a Sub-Fund), or the Sponsor and/or a third-party on the other, and/or whether certain costs and expenses should be allocated between or among CIP GET, on the one hand, and other funds managed by the Sponsor on the other. The Sponsor will make such judgments notwithstanding its interest in the outcome and may make corrective allocations should it be determined, based on periodic reviews, that such corrections are necessary or advisable.

Accordingly, the Sponsor is regularly required to determine:

- how specified fees, costs, expenses or liabilities shall be allocated between Sub-Funds or between any individual (Sub-)Class within a Sub-Fund;
- how specified fees, costs, expenses or liabilities shall be allocated between CIP GET, on the one hand, and the Sponsor and/or a third-party on the other;
- how specified fees, costs, expenses or liabilities shall be allocated between or among CIP GET and other funds managed by the Sponsor; and
- whether specified fees, costs, expenses or liabilities fall into the categories of Organisational and Offering Expenses or Operating Expenses (and which portion shall be attributed to a given Sub-Fund or a given (Sub-)Class).

The Sponsor makes such determinations notwithstanding its interest in the outcome. It does so in accordance with the principles and limitations contained in this Prospectus but nonetheless contemplate the exercise of discretion and the application of judgments by the Sponsor.

Insurance Risk

In accordance with the requirements of the AIFM Act, the AIFM maintains an investment management insurance policy. This is a combined programme covering directors & officers liability and professional liability for both the Sponsor and companies owned by the Sponsor. In addition, certain other insurances, some of which are required by law, are maintained, e.g. general and public third-party liability insurance providing coverage across the Sponsor's activities worldwide. Such insurances generally cover risk and liability across multiple funds managed by the Sponsor and investment companies owned by the Sponsor and there can be no assurance that the insurances will mitigate all risks relating to CIP GET and its Investments.

Interpreting the Provisions of the Articles, this Prospectus and Other Legal Requirements

The Articles, this Prospectus, the AIFM Agreement, the relevant Portfolio Management Agreement(s) (if any), the application form and other constitutional documents of CIP GET are detailed agreements that establish complex arrangements among the Shareholders, CIP GET, the Sponsor and other entities and individuals, as applicable. Questions may arise from time to time under these agreements regarding the parties' rights and obligations in certain situations, many of which may not have been contemplated at the time of the agreements'

drafting and execution. In these instances, the operative provisions of the agreements, if any, may be broad, general, ambiguous or conflicting, and may permit more than one reasonable interpretation. At times there may not be a provision directly applicable to the situation. While the Sponsor will construe the relevant agreements in a manner consistent with its legal obligations, the interpretations that the Sponsor adopts may not be, and need not be, the interpretations that are the most favourable to the Shareholders.

Liability of Shareholders

CIP Get Feeder is incorporated as a public limited liability company (*société anonyme*) in accordance with the 1915 Law and qualifies as a multi-compartment Luxembourg investment company with variable capital (*société d'investissement à capital variable*) governed by the 2010 Law.

Generally, a Shareholder should not be personally liable for the debts of CIP GET except that, in the event CIP GET is otherwise unable to meet its obligations, the Shareholders may, under applicable law, be obliged to repay amounts previously received by them to the extent such amounts are deemed to have been wrongfully distributed to them, in accordance with Luxembourg law.

No Segregation of Assets and Liabilities Between Shares or Classes of a Same Sub-Fund

Prospective investors should note that there is no segregation of assets and liabilities between (Sub-)Classes within the same Sub-Fund. Accordingly, if a liability in a Sub-Fund allocated to one or more (Sub-)Classes (in accordance with the terms of the Prospectus and/or the Articles) exceeds the assets of such (Sub-)Classes, then any remaining unsatisfied portion of such liability can ultimately be supported by the assets of the other (Sub-)Classes.

Segregated Liability Between Sub-Funds

CIP GET Feeder is one single legal entity. However, in accordance with article 181 of the 2010 Law, the rights of the Shareholders and creditors relating to a Sub-Fund or arising from the setting-up, operation and liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. The assets of a Sub-Fund are exclusively dedicated to the satisfaction of the rights of the Shareholders relating to that Sub-Fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-Fund.

While the provisions of the 2010 Law provide for segregated liability between Sub-Funds, these provisions have not yet been tested in courts outside of the Duchy of Luxembourg, in particular in relation to the satisfaction of local creditors' claims. Accordingly, it is not free from doubt that the assets of any Sub-Fund may be exposed to the liabilities of other Sub-Funds. As at the date of this Prospectus, the Board of Directors is not aware of any existing or contingent liability of any Sub-Fund.

Limitations of NAV

The Central Administration's determination, under the oversight of the AIFM, of the NAV for each Sub-Fund and (Sub-)Class will be based on the valuation of Investments as of the relevant Valuation Date. With respect to the valuation of Target Funds specifically, such valuation will be based on the latest reported financial data for the relevant Target Fund (such as the latest reported NAV)¹, adjusted to reflect all cash flow activity between the date of the latest reported financial data for such Target Fund and such Valuation Date (as further set out in Section 4). As a result, each Sub-Fund and (Sub-)Class' published NAV may not fully reflect any or all changes in value that may have occurred since the date of latest available financial data of such Target Funds.

The NAV per Share will be determined based on the information available to the Central Administration and the Sponsor as of the applicable Valuation Date and, as such, will not reflect information received thereafter.

If the NAV per Share is overvalued or undervalued relative to the actual value of the underlying assets, redeeming Shareholders may receive a redemption price that is too high or low, respectively, and new investors may pay a subscription price that is too high or low, respectively which could result in dilution of existing Shareholders.

¹ Target Funds generally report their net asset values on a quarterly basis, with such information typically becoming available within forty-five (45) calendar days following the end of the relevant quarter, see also Section 6 of the Initial Sub-Fund Annex for further information.

Generally, neither redeeming Shareholders nor remaining Shareholders will have any recourse against CIP GET, the Sponsor or any of their respective affiliates if information available after a Valuation Date indicates that a prior NAV per Share was overvalued or undervalued.

Due to the inherent uncertainty and the illiquid nature of the private capital investments, any valuation made of the NAV or any of the Sub-Fund's Investments will be based on the Sponsor's best efforts determination as to the fair value of those interests. There can be no assurance that valuations by the Sponsor, underlying sponsors or third-party valuation providers will be accurate or up-to-date, or that third-party pricing or valuations will be available.

In supporting the Central Administration in determining the NAV, the Sponsor may, but is not obliged to, monitor each Sub-Fund's Investments on an ongoing basis for events that the Sponsor believes may have a material impact on each Sub-Fund's NAV as a whole. Events having a material impact may include investment-specific events or broader market-driven events which may impact more than one specific investment. Upon the occurrence of such a material event and provided that the Sponsor is aware that such event has occurred, the Sponsor may, but is not obliged to, provide an estimate of the change in value of the Investment, based on the valuation procedures described in Section 4 of the General Section. In addition to tracking the NAV plus related cash flows of each Sub-Fund's Investments, the Sponsor, may, but is not obliged to, track relevant issuer-specific events or broader market-driven events that the Sponsor believes may have a material impact on each Sub-Fund's NAV as a whole. Upon the occurrence of such a material event and provided that the Sponsor is aware that such event has occurred, the Sponsor may, but is not obliged to, make a corresponding adjustment to reflect the current fair value of such Investments, applying the valuation methodologies described in Section 4 of the General Section.

In general, the Sponsor expects that any adjustments to fair values will be calculated after determining that a material change has occurred and the financial effects of such change are quantifiable by the Sponsor. However, rapidly changing market conditions or material events may not be immediately reflected in each Sub-Fund's NAV. As a result, the NAV per Share may not reflect a material event until such time as sufficient information is available and analysed, and the financial impact is fully evaluated, such that each Sub-Fund's NAV may be appropriately adjusted in accordance with the valuation procedures. Depending on the circumstance, the resulting potential disparity in each Sub-Fund's NAV may be in favour or to the detriment of either Shareholders who redeem their Shares, or Shareholders who buy new Shares, or existing Shareholders. The methods used by the Central Administration, under the oversight of the AIFM, to calculate each Sub-Fund's NAV, including the components used in calculating each Sub-Fund's NAV, is not prescribed by rules of the CSSF, the SEC or any other regulatory agency. Further, there are no accounting rules or standards that prescribe which components should be used in calculating NAV, and each Sub-Fund's NAV is not audited by each Sub-Fund's independent registered public accounting firm. Each Sub-Fund calculates and publishes NAV solely for purposes of establishing the price at which such Sub-Fund sells and redeems Shares, and Shareholders and prospective investors should not view such Sub-Fund's NAV as a measure of such Sub-Fund's historical or future financial condition or performance. The components and methodology used in calculating each Sub-Fund's NAV may differ from those used by other companies now or in the future.

In addition, calculations of each Sub-Fund's NAV, to the extent that they incorporate valuations of such Sub-Fund's assets and liabilities, may not be prepared in accordance with IFRS. These valuations may differ from liquidation values that could be realised in the event that the relevant Sub-Fund were forced to sell assets.

Additionally, errors may occur in calculating each Sub-Fund's NAV, which could impact the price at which the Sub-Fund issues and redeems its Shares. The Sponsor has implemented certain policies and procedures to address such errors in NAV calculations in accordance with CSSF Circular 24/856. If such errors were to occur, the Sponsor, depending on the circumstances surrounding each error and the extent of any impact the error has on the price at which Shares were sold or redeemed, may determine in its sole discretion to take certain corrective actions in response to such errors, including, subject to the Sponsor's policies and procedures, making adjustments to prior NAV calculations. Shareholders should carefully review the disclosure of the valuation procedures and how NAV will be calculated (and corrected) in Section 4 of the General Section.

Investors should recognise that valuations of illiquid assets involve various judgements and consideration of factors that may be subjective. As a result, the NAV per Share calculations, as determined based on the fair value of the Investments used by the Sponsor, may vary from the prices at which such Investments are ultimately sold.

Each Sub-Fund's NAV is determined at the relevant Valuation Date in accordance with the Valuation Policy, which is aligned with the recognition and measurement requirements of IFRS, except for the recognition of

Organisational and Offering Expenses and Operating Expenses advanced by the AIFM in accordance with Sections 5.5 and 5.6 of the General Section as such expenses are recognised as a deduction from the NAV only when they are reimbursed to the AIFM, whereas under IFRS such expenses are recognised when incurred. Accordingly, the NAV of CIP GET Feeder, any Sub-Fund and any (Sub-)Class thereof in the annual and semi-annual reports may be lower than the NAV of CIP GET Feeder, any Sub-Fund and any (Sub-)Class thereof as determined in accordance with Section 4 of the General Section. Consequently, in case of the dissolution and/or liquidation of CIP GET Feeder, any Sub-Fund and/or the AIFM before the end of the amortisation period of such Organisational and Offering Expenses and Operating Expenses, there is the risk that the unamortised portion of such Organisational and Offering Expenses and Operating Expenses will be crystallised and will reduce the liquidation NAV accordingly.

Prospective investors must rely upon their own examination of, and ability to understand, the terms of investment in, and redemption out of, CIP GET, including the valuation process involved, in making a decision to invest in, or redeem out of CIP GET.

Suspension of the NAV

A suspension of the NAV of CIP GET Feeder as a whole or in any Sub-Fund may occur under the circumstances set forth in Section 4.4 of the General Section and would suspend subscriptions, redemptions and conversions to CIP GET Feeder and/or the relevant Sub-Fund, as appropriate. While the suspension of the NAV at the level of CIP GET Feeder as a whole or in any Sub-Fund is expected to be temporary, there can be no assurance that such suspension will not become permanent if the grounds for such suspension continue to persist. A temporary or permanent suspension of CIP GET Feeder or any Sub-Fund's NAV could have a material adverse effect on the performance of CIP GET Feeder and/or such Sub-Fund, as applicable, CIP GET Feeder and/or such Sub-Fund ability to raise capital and the ability of such Sub-Fund to achieve its investment objectives.

Compulsory Redemption

Under the Articles and this Prospectus, the Board of Directors may require a Shareholder to withdraw from CIP GET Feeder. Such Shareholder may not recover its initial investment upon compulsory redemption. The redemption price for the Shares being compulsorily redeemed will be as determined in accordance with the terms of the relevant Annex. There can be no assurance that the valuation of Investments described in this Prospectus will accurately predict the amount realised by a Sub-Fund in the eventual sale or disposition of such Investments. As such, it is possible that at the time of such compulsory redemption, such Investments may be valued at a price that is lower than the price at which such Investments are ultimately sold or disposed to satisfy such compulsory redemption.

Distributions

There can be no assurance that any Sub-Fund will be profitable or that cash from Investments and operations will be available for distribution to its Shareholders. Generally, a Sub-Fund will have limited source of funds from which to pay distributions to Shareholders in Distribution Classes other than income and gains received from Investments or disposition thereof. Shareholders in such Distribution Classes may receive distributions in accordance with the terms of this Prospectus and should be ready to receive these.

Currency Risk

Subscriptions to and distributions from a Sub-Fund will be in the Reference Currency of the relevant (Sub-) Class as set out in the relevant Annex subscribed to by the Shareholders while the Sub-Fund may be denominated in another Reference Currency and its Investments are also likely to be made and realised in other currencies than the (Sub-)Class's Reference Currency. Changes in rates of exchange may have an adverse effect on the value, price or income of Investments and, in addition, the Sub-Funds will incur costs in converting investment proceeds from one currency to another. The value of an Investment may fall substantially as a result of fluctuations in the currency of the country in which it is made or to which it is inherently exposed as against the value of the Reference Currency of the relevant Sub-Fund or (Sub-)Class. In particular, there is a risk that any default by an EU Member State could lead to the collapse of the Eurozone as it is constituted today, or that certain EU Member State might cease to use the Euro as their national currency. This could have an adverse effect on CIP GET, CIP GET Feeder and the performance of the Sub-Funds or Investments which are denominated in Euros.

Shareholders holding (Sub-)Class(es) with a Reference Currency other than the Sub-Fund's Reference Currency are exposed to fluctuations between these currencies/ foreign exchange rate and/or hedging costs and hedging risks, which may impact the NAV of a (Sub-)Class negatively.

Minority Shareholder Risk

In accordance with the Articles, Shareholders may be required to vote to take decisions in relation to CIP GET, including, but not limited to amending the Articles. As such votes are governed by the rules set out in the Articles, it may happen that a decision taken by a vote of Shareholders will not be in the interest of some of the Shareholders who have not voted (or have abstained from voting) in favour of such a decision.

Listed Share Risk

One or more Classes may be listed on a recognisable stock exchange (including, without limitation, the Luxembourg Stock Exchange) and therefore holders of such Shares may bear additional risks to holders of unlisted Shares. Holders of listed Shares may be required to pay fees, costs and expenses greater than holders of unlisted Shares in connection with such Shares being listed. While holders of listed Shares may freely transfer their listed Shares on a recognised stock exchange, such Shareholders should be aware that there may be no or a limited market for such Shares, particularly depending on the relevant economic conditions and so the liquidity and price on such stock exchange of such listed Shares may vary from time to time, including such that they trade at a discount to their prevailing NAV.

Shareholders should note that, to the extent any Shares are listed, it is expected that they will be freely transferable and so there is a risk that certain holders of such listed Shares may be Prohibited Persons whose status as Shareholders may cause harm to CIP GET.

Holders of listed Shares should be aware that the relevant stock exchange may have rules, in addition to the terms governing CIP GET, which affect how such Shareholders may deal with their listed Shares. In particular, such stock exchange may, in circumstances, be permitted to suspend the trading of such Shares such that holders of listed Shares may not be able to trade them with a third party.

Shareholders should also note that, to the extent they hold listed Shares, they may be converted to unlisted Shares, and to the extent they hold unlisted Shares, they may be converted to listed Shares, in each case in accordance with the terms of this Prospectus.

Inflation

Inflation and rapid fluctuations in inflation rates have had in the past, and may in the future have, negative effects on economies and financial markets, particularly in emerging economies.

Investments may have revenues linked to some extent to inflation, including, without limitation, by government regulations and contractual arrangement. As inflation rises, CIP GET may earn more revenue in respect of its Investments but incur higher expenses. A higher than normal inflation rate for sustained period of time may also reduce the present value of CIP GET's future cashflows and distributions to Shareholders. As inflation declines, CIP GET may not be able to reduce expenses in respect of its Investments commensurate with any resulting reduction in revenue. Furthermore, wages and prices of inputs increase during periods of inflation, which can negatively impact returns on Investments. In an attempt to stabilise inflation, countries may impose wage and price controls or otherwise intervene in the economy. Governmental efforts to curb inflation often have negative effects on the level of economic activity. Some countries have historically experienced substantial rates of inflation. There can be no assurance that inflation will not become a serious problem in the future and have an adverse impact on the CIP GET's returns.

14.3 General Risks Relating to Investments

Investment returns and market value of any Sub-Fund's Investments may be affected by general macroeconomic and market conditions, including GDP growth, inflation, commodity prices, interest rates and foreign exchange rates. Significant macroeconomic events like sovereign crisis or default, wars, pandemics, breakdown of currency unions and/or pegs and inconvertibility of currencies and other significant macroeconomic or market events could

have a major negative impact on general global demand for goods, services, electricity etc. and therefore on CIP GET, the Sub-Funds and their investors.

Market conditions change from time to time and market uncertainty in, *inter alia*, energy markets, capital markets, commodity markets and/or other markets might adversely affect investment opportunities and/or attractiveness of such opportunities. Changes in political and geopolitical conditions and economic policies (including matters related to foreign direct investments, currency unions, pegs and convertibility) and significant market events like financial crises and market failures could have a major negative impact on CIP GET, the Sub-Funds and their investors.

Political and Geopolitical Conditions

Investments may be dependent on economic policies that foster open markets and encourage private infrastructure and foreign direct investments. Political opposition to such market conditions may lead to curtailed, stalled or restricted investment opportunities and limitations on investment returns. Geopolitical and economic risk might impede and negatively affect investments.

Terrorist Activities

Terrorist activities and anti-terrorist efforts may adversely affect territories where CIP GET invests and their respective financial markets and global economies and could prevent CIP GET from meeting its investment objectives and other obligations. The potential for future terrorist attacks, the national and international response to terrorist attacks, acts of war or hostility have created many economic and political uncertainties in the past and may do so in the future, which may adversely affect domestic and global financial markets and CIP GET for the short or long term in ways that cannot presently be predicted.

Availability and Effects of Financial Indebtedness

Financial indebtedness often imposes restrictive financial and operating covenants on a borrower, in addition to the burden of debt service and other costs associated with financings, such as extension, amendment, waiver and other fees that may become payable to lenders. Existing financing arrangements may impair the borrower's ability to finance future operations and capital needs. Moreover, the leveraged capital structure of certain Investments will increase the effects of any deterioration in their condition, competitive pressures, an adverse economic or industry environment or rising interest rates and could accelerate and magnify declines in the value of Investments in a down market compared to an unleveraged investment. In the event that any Investment cannot generate adequate cash flows to meet debt services, the relevant Sub-Fund may suffer a partial or total loss of capital invested in such Investment, which would adversely affect the returns of such Sub-Fund.

Certain Sub-Funds may intend to utilise financial indebtedness to finance their operations and Investments, as further set out in the relevant Annex. The use of financial indebtedness involves a high degree of financial risk and will increase such Sub-Fund's exposure to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of the Investments. Although financial indebtedness of CIP GET (in relation to a Sub-Fund) and Investments have the potential to enhance overall returns, they will further diminish returns (or increase losses on capital) to the extent that overall returns on Investments are less than such Sub-Fund's cost of financing. This financing may also subject Investments of a Sub-Fund to restrictive and operating covenants, which may limit flexibility in responding to changing business and economic conditions. For example, leveraged entities may be subject to restrictions on making interest payments and other distributions. Moreover, any rise in interest rates may significantly increase the direct or indirect interest expense of an Investment causing losses and/or the inability to service its debt obligations. In addition, the amount of financing used to finance an Investment may fluctuate over the life of an Investment.

Constraints in the availability of financing or the tightening of related terms available to borrowers (such as more restrictive financial covenants and higher interest rates) and/or decreased liquidity in the senior debt, second lien, subordinated debt, high yield, or other debt markets could have an adverse impact on the ability of a Sub-Fund to acquire, sell, or refinance portfolio companies or on the ability of a Portfolio Company to obtain funds for its operations or to refinance any outstanding debt. This may result in an adverse effect on the returns achieved by such Sub-Fund.

Deterioration of Credit Markets May Affect Ability to Finance and Consummate Investments

CIP GET's ability to generate attractive investment returns may be adversely affected in the event that global credit markets deteriorate, and it becomes more difficult for investment funds to obtain favourable financing for Investments.

Broken Deal Costs

Investments will often require extensive due diligence activities prior to acquisition, including legal costs. If a proposed Investment by CIP GET (in relation to a Sub-Fund) is not consummated, all or a portion of such third-party expenses (for example, but not limited to, expenses attributable to investment bankers, legal and tax advice and consultants), which may be significant, may be borne by such Sub-Fund. See also the relevant Annex.

Accuracy of Projections, Availability of Information and Due Diligence

The AIFM will make investment decisions on the basis of projections, estimates, and assumptions concerning the future operational and financial performance of an investment opportunity. Financial forecasts will be on information available at the time such forecasts are made. Financial forecasts are generally based on due diligence, independent consultants' reports, reputable third-party market forecast providers (e.g. power prices) and stress tests relating to projections and assumptions. However, there can be no assurances that assumptions are correct or operational and financial forecasts will be obtained. A number of unknown factors such as site conditions as well as exogenous and unpredictable factors such as future economic and market conditions, future legislative and tax changes, future project partner decisions, future weather conditions etc. may affect the accuracy of assumptions and projections, and actual results of an investment may vary considerably from forecasts.

Risk of Fraud and Other Criminal Activities

Organised crime and corruption, including extortion and fraud, exist in many parts of the world. While CIP has policies and procedures in place to mitigate such risks, CIP Personnel and CIP GET's assets may be targeted as potential victims of theft, violence, or extortion. Threats or incidents of crime may cause or force CIP GET to cease or alter certain activities or liquidate certain Investments, which may cause losses or otherwise have a material adverse effect on CIP GET.

The AIFM processes large monetary transactions and is exposed to potential fraud by its own personnel as well as third parties. The AIFM has implemented procedures to mitigate such risk, which however cannot be fully eliminated.

Climate Change-Related Risks

Increasing concentrations of greenhouse gas emissions in the Earth's atmosphere may drive increases in physical risk resulting from climate change. These can be event driven, for example increased severity of extreme weather events such as cyclones, hurricanes or floods, or longer-term shifts in climate patterns, for example sustained higher temperatures that may cause sea levels to rise or chronic heat waves. The impact of physical risks relating to climate change and greenhouse gas emissions on a company's financial or operational performance, and the timing of these impacts, will depend on several factors, a number of which are subject to uncertainty. The Sponsor cannot rule out the possibility that climate risks, including physical risks, could result in unanticipated or additional delays or expenses and, under certain circumstances, could prevent commencement or completion of investment activities once undertaken, any of which could have a material adverse effect on an Investment or on CIP GET.

Assets may be exposed to climate change-related "transition risks" (in addition to physical risks) such as: (i) regulatory or policy risk (e.g. changing legal or policy requirements that could result in increased permit and compliance costs, changes in business operations or the discontinuance of certain operations); (ii) technology and market risk (e.g. declining markets for products and services seen as greenhouse-gas-intensive, or less effective than alternatives in reducing greenhouse gas emissions); and (iii) reputational risk (e.g. risks tied to changing customer or community perceptions of an asset's relative contribution to greenhouse gas emissions). The Sponsor cannot rule out the possibility that climate risks, including transition risks, could result in unanticipated or additional delays or expenses and, under certain circumstances, prevent commencement or completion of

investment activities once undertaken, any of which could have a material adverse effect on an Investment or on CIP GET.

Increasing legal challenges relating to climate change and greenhouse gas emissions make it even more difficult to predict with certainty the impacts that laws, regulations, and other policy or regulatory initiatives may have on the companies or assets in which CIP GET directly or indirectly invests. In recent years, climate-related litigation has been brought by a range of stakeholders seeking monetary or injunctive relief related to climate impacts, including states, municipalities and local governments, banks and financial institutions, investors, insurers, company directors and project owners or developers. A range of reasons underpin such litigation, including the failure of organisations to mitigate the impacts of climate change, the failure to adapt appropriately to climate change and insufficiency or inaccuracy of disclosure around material financial risks associated with climate change. The Sponsor cannot rule out the possibility that such litigation risks could result in unanticipated or additional delays or expenses and, under certain circumstances, could prevent commencement or completion of investment activities once undertaken, any of which could have a material adverse effect on an Investment or on CIP GET.

Limited Supervision of Certain Target Funds

CIP GET may invest in Target Funds which are not supervised by or registered with a supervisory authority which has a cooperation agreement in place with the CSSF. Whilst the risks inherent to an investment in a Target Fund are generally limited to the loss of the amount invested in the relevant Target Fund, the absence of supervision at the level of certain Target Funds, or the absence of cooperation between the local regulator of such Target Funds and the CSSF, may result in a higher risk for Shareholders.

Portfolio Allocation Targets are not Investment Restrictions

The portfolio allocation targets applicable to CIP GET are not investment restrictions subject to CSSF Circular 24/856. Investors are therefore advised to carefully consider the risks associated with such deviations and the potential impact on CIP GET's performance and compliance framework.

14.4 Risks Relating to Tax and Regulatory Issues

Investments may be subject to changing political environments, economic, monetary and energy policies, legal, tax, accounting and regulatory regimes and restrictions and changes in government institutions and practices. Any of these could adversely affect investors and Investments. Although the Sponsor will analyse risks in the applicable jurisdictions before making Investments, no assurance can be given that particular risks related to regulatory, legal, tax, accounting, political, public, market, economic or monetary conditions might not occur, increase or otherwise adversely affect an Investment.

Tax Treatment

An investment in CIP GET may involve complex tax considerations, and these may differ for each investor. Prospective investors should make their own assessment of the tax treatment and their tax status of (in both Luxembourg and their home country) prior to making an investment in CIP GET.

No assurance is given that distributions from CIP GET will have any specific tax characteristics.

Changes in Tax Laws

There may be changes in tax laws or interpretations of tax laws (possibly with retrospective effect) in a jurisdiction in which CIP GET or one of its Investments operates, is managed, is advised, is promoted or invests, or in which any of the Shareholders is resident, that are adverse to CIP GET or its Shareholders. In particular, both the level and basis of taxation may change. Changes to taxation treaties or interpretations of taxation treaties between one or more such jurisdictions and the countries through which CIP GET holds Investments or in which a Shareholder is resident, or the introduction of, or change to, EU directives may adversely affect CIP GET's ability to efficiently realise income or capital gains and to efficiently repatriate income and capital gains from the jurisdictions in which they arise to Shareholders. Consequently, it is possible that CIP GET may face unfavourable tax treatment in such jurisdictions that may materially adversely affect the value of such Investments or the feasibility of making Investments in certain countries. This could significantly affect returns to Shareholders.

Pursuant to the OECD BEPS Project, many individual jurisdictions have introduced domestic legislation implementing certain of the BEPS Actions. Several of the areas of tax law (including double taxation treaties) on which the BEPS Project focuses are relevant to the ability of CIP GET to efficiently realise income or capital gains and to efficiently repatriate income and capital gains from the jurisdictions in which they arise to Shareholders and, depending on the extent to and manner in which relevant jurisdictions have implemented (or implement, as the case may be) changes in those areas of tax law (including double taxation treaties), the ability of CIP GET to do those things may be adversely impacted. Many of the jurisdictions in which CIP GET will make Investments have now ratified, accepted and approved the OECD's Multilateral Instrument, which brings into force a number of relevant changes to double tax treaties within scope. While these changes continue to be introduced, there remains uncertainty as to whether and, if so, to what extent CIP GET or Investments may benefit from the protections afforded by such treaties and whether CIP GET may look to its Shareholders to derive tax treaty or other benefits. This position is likely to remain uncertain for a number of years.

In addition, in July 2016 the EU adopted the Anti-Tax Avoidance Directive 2016/1164 (commonly referred to as "**ATAD I**"), which directly implements some of the BEPS Project action points within EU law. EU Member States had until 31 December 2018 to transpose ATAD I into their domestic laws (except for the provisions on exit taxation, which had to be transposed by 31 December 2019). On 29 May 2017, the Council of the EU formally adopted the Council Directive amending Directive (EU) 2016/1164 as regards hybrid mismatches with third countries (commonly referred to as "**ATAD II**"). ATAD II came into force in Member States on 1 January 2020 (subject to relevant derogations).

On 22 December 2021, the European Commission issued a proposal for a Council Directive laying down rules to prevent the misuse of shell entities for tax purposes within the EU (the "**Unshell Proposal**"). Whilst the European Commission had stated that it expected the Unshell Proposal to be adopted and published into EU Member States' national laws by 30 June 2023, and to come into effect as of 1 January 2024, no agreement has yet been reached among the Member States and there is considerable uncertainty surrounding the development of the proposal and its implementation. If adopted in its current form, the proposal could result in additional reporting and disclosure obligations for CIP GET (which may require CIP GET to share with applicable taxing or other governmental authorities information concerning Shareholders) and/or additional tax being suffered by Shareholders, CIP GET.

Further to the BEPS Project, and in particular BEPS Action 1 ("Addressing the Tax Challenges of the Digital Economy"), the OECD published a Report on 31 May 2019 entitled "Programme of Work to Develop a Consensus Solution to the Tax Challenges Arising from the Digitalisation of the Economy" (as updated on several occasions since and most recently on 8 October 2021 by the "Statement on a Two-Pillar Solution to Address the Tax Challenges Arising from the Digitalisation of the Economy"), which proposes fundamental changes to the international tax system. The proposals (commonly referred to as "**BEPS 2.0**") are based on two pillars, involving the reallocation of taxing rights (Amount A of Pillar One), and a new global minimum corporate tax rate (Pillar Two).

Under Amount A of Pillar One, multinational enterprises (MNEs) with total group revenues exceeding twenty billion Euros (*EUR 20,000,000,000*) (or equivalent) in a given period and pre-tax profitability exceeding 10% calculated using an averaging mechanism will be subject to rules allocating 25% of profits in excess of a 10% profit margin to the jurisdictions within which they carry on business (subject to threshold rules). Certain entities are excluded, including certain investment funds and real estate investment vehicles (as respectively defined) which are the ultimate parent entity of the MNE group (and certain holding vehicles of such entities). There are also specific exclusions for MNEs carrying on specific low-risk activities, including "regulated financial services" (as defined). Pillar Two imposes a minimum effective tax rate of 15% on MNEs that have consolidated revenues of at least seven hundred fifty million Euros (*EUR 750,000,000*) in at least two out of the last four (4) years (i.e. broadly those MNEs which are required to undertake country by country reporting). Pillar Two introduces two related tax measures (the "**GloBE Rules**"): the income inclusion rule (IIR) imposes a top up tax on a parent entity where a constituent member of the MNE group has low taxed income while the undertaxed payment rule (UTPR) applies to intra group payments if the constituent member's income is not taxed by an IIR. The introduction of the GloBE Rules in domestic law also allows countries to introduce a qualified domestic minimum top-up tax, which should apply first in the rule order. Additionally, a subject to tax rule (STTR) will permit source jurisdictions to impose limited withholding taxes on low taxed related party payments, which will be creditable against the GloBE Rules tax liability. Specified classes of entities which are typically exempt from tax are outside the scope of Pillar Two, including investment funds and real estate investment vehicles (as respectively defined) which are the ultimate parent entity of the MNE group (and certain holding vehicles of such entities).

On 15 December, the EU Council formally adopted the Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union (the “**EU Pillar Two Directive**”), which is broadly aligned with the Pillar Two rules developed by the OECD mentioned above. On 20 December 2023, the Luxembourg Parliament voted to approve the draft law n°8292 transposing the EU Pillar Two Directive which is applicable to financial years starting on or after 31 December 2023.

The Pillar Two rules could potentially apply to CIP GET and/or its investments through other entities. The Board of Directors, together with the AIFM will use all means possible to mitigate any Pillar Two impact at the level of the CIP GET and/or underlying entities. However, Pillar Two is a very complex tax matter that may also be triggered by/at the level of the Investors. Any tax due in Luxembourg or any other country as a result of these rules would be borne by the Investor or group of Investors whose consolidations of the Fund or any other entity within the Fund structure created the Pillar Two tax exposure. The Investor or group of Investors shall undertake their own Pillar Two assessment in line with the domestic rules in their jurisdiction of tax residence.

Tax Evasion and Intergovernmental Agreements

Cross-border and international taxation has over recent years received increased governmental and political attention. Several countries have entered into inter-governmental agreements (IGAs) concerning transparency and exchange of information. Notably, the US has implemented FATCA, which requires Foreign Financial Institutions to comply with an expansive reporting regime. The FATCA regime generally imposes obligations on a Foreign Financial Institution to collect properly completed tax documentation from their account holders/investors and to report certain information about the account holders to the IRS of the tax authorities in the country of residence of the Foreign Financial Institution. Under the Luxembourg-US intergovernmental agreement, CIP GET is expected to be classified as an Foreign Financial Institution and intends to be in compliance, to the extent reasonably practicable, with its obligations imposed under the relevant IGA in order to avoid the imposition of the withholding tax. If CIP GET fails to comply with the regulation, penalties may apply and part of the distributions of CIP GET may be subject to 30% US withholding tax.

The OECD has issued similar requirements as the FATCA reporting under the Standard for Automatic Exchange of Information in Tax Matters, CRS.

Environmental, Social and Governance (“ESG”) Considerations

The Sponsor maintains a responsible investment policy which it intends to apply as required by the responsible investment policy to CIP GET’s Investments. The impact of developments connected with ESG factors, which may include factors relating to worker health and safety, environmental compliance, bribery and corruption and more, could have a material effect on the return and risk profile of an Investment. The Sponsor will generally consider material ESG factors in connection with its Investment activities, consistent with its responsible investment policy and subject to its fiduciary duty and any applicable legal, regulatory or contractual requirements as well as the applicability of such ESG factors to a particular Investment or CIP GET’s investment strategy. There is no guarantee that the Sponsor will be able to successfully implement its responsible investment policy or to make Investments that create positive ESG outcomes while achieving its investment strategy. In addition, the act of selecting and evaluating material ESG factors is subjective by nature, and there is no guarantee that the criteria utilised by the Sponsor or a third-party ESG advisor, or any judgment exercised by the Sponsor or a third-party advisor, will reflect the beliefs or values, internal policies or preferred practices of any particular investor or other asset managers or market trends.

The materiality of sustainability risks on an individual asset and on a portfolio as a whole depends on many factors, including the relevant industry, country, asset class and investment style. ESG factors, issues and considerations may not apply in every instance or with respect to each Investment held, or proposed to be made, by CIP GET. The relevant ESG factors will vary greatly based on numerous criteria, including but not limited to country, industry, investment strategy and Investment-specific characteristics. In addition, in evaluating an Investment, the Sponsor expects to depend upon information and data provided by a number of sources, including the relevant Investments and/or third-party reporting or advisors, which may be incomplete, inaccurate or unavailable, and which could cause the Sponsor to incorrectly identify, prioritise, assess or analyse ESG considerations for a given Investment. The Sponsor does not intend to independently verify all ESG information reported by Investments or third parties and may decide in its discretion not to utilise certain information provided by such Investments or third parties. Further, considering ESG factors when evaluating an Investment could result in the selection or exclusion of certain Investments based on the Sponsor’s view of certain ESG-related and other factors and could

cause CIP GET to not make an Investment that it would have made or cause the Sponsor to make a management decision with respect to an Investment differently than it would have made in the absence of such consideration, which carries risk that CIP GET may perform differently than Investment funds that do not take ESG factors into account. Additionally, ESG factors are only some of the many factors that the Sponsor expects to consider in making an Investment. To the extent that the Sponsor provides reports of material ESG issues to Shareholders, such reports will be based on the Sponsor's investment management team's sole and subjective determination of whether a material ESG issue has occurred in respect of an Investment.

Although the Sponsor considers application of its responsible investment policy to be an opportunity to enhance or protect the performance of its Investments over the long term, the Sponsor cannot guarantee that its ESG program, which depends in part on qualitative judgments, will positively impact the financial or ESG performance of any individual Investment or CIP GET as a whole.

In addition, the Sponsor's ESG framework, including the responsible investment policy and associated procedures and practices, is expected to change over time. In certain circumstances, the Sponsor could determine at its discretion that it is not feasible or practical to implement or complete certain of its ESG initiatives based on cost, timing or other considerations. It is also possible that market dynamics or other factors will make it impractical, inadvisable or impossible for the Sponsor to adhere to all elements of CIP GET's investment strategy, including with respect to ESG risk and opportunity management, whether with respect to one or more individual Investments or to CIP GET's portfolio generally.

Impact of EU and UK Sustainable Finance Regulatory Developments

The European sustainable finance regulatory environment for alternative investment fund managers and financial services firms continues to evolve and increase in complexity, making compliance more costly and time-consuming. There is growing regulatory interest, both in the EU and the United Kingdom, in improving transparency around how asset managers define, measure and disclose impact of sustainability factors on the performance of their funds and financial products, in part, to avoid the practice of 'greenwashing' but principally to enable prospective investors to make informed choices in pursuit of their own responsible investment or sustainability policies.

The EU has published a number of strategic initiatives in recent years that are designed to transform the entire financial system and reorient capital flows towards sustainable investment, which is to be achieved through the selection of appropriate investments by well-informed, or suitably advised, investors who may themselves be under an obligation to disclose to their own stakeholders how they integrate sustainability into their own decision-making. It is difficult to predict whether the EU's measures will succeed in reorienting capital flows and, if it is successful, the impact it will have on the returns to investors. There is a risk that the value of investments made by CIP GET in pursuing its investment strategy could be adversely affected over the life of CIP GET by changes to economic conditions brought about by the EU's initiatives.

As part of the above, the EU adopted the Sustainable Finance Disclosure Regulation ((EU) 2019/2088) ("**SFDR**"), which took effect from 10 March 2021 (as supplemented by delegated legislation specifying detailed regulatory technical standards ("**RTS**")) and which requires transparency with regard to the integration of sustainability risks and the consideration of adverse sustainability impacts in an alternative investment fund manager's processes and the provision of sustainability-related information with respect to AIFs. In addition, the Regulation on the establishment of a framework to facilitate sustainable investment ((EU) 2020/852) (the "**Taxonomy Regulation**") establishes a framework (and detailed criteria in regulatory technical standards made under the Taxonomy Regulation) to determine whether an economic activity qualifies as an environmentally sustainable economic activity, and requires in-scope financial products to disclose whether, and if so the degree to which, the financial product is invested in investments with exposure to such environmentally sustainable economic activities.

In addition, in November 2025, the European Commission proposed significant changes to the SFDR regime, which are anticipated to come into effect during 2028. The proposals will be subject to the EU's legislative processes being completed but, if the proposals are ultimately adopted in substantially their proposed form, this would result in the introduction of a categorisation system for financial products subject to minimum regulatory requirements in respect of their investment strategies, and the removal of the current disclosure-based approach. Financial products that are open-ended or evergreen, including CIP GET, would be required to adapt to the new regulatory requirements. While it is unclear to what extent any such changes could impact CIP GET, it is expected that the current proposals, if adopted, would require the AIFM to determine whether to adopt one of the relevant product categories, or whether to limit the sustainability-related information disclosed by a Sub-Fund. It is unclear

as to how any such future changes could impact the AIFM's ability to manage CIP GET and a Sub-Fund in line with its investment strategy or as to what additional costs could be borne by CIP GET; however, adapting to the new requirements is likely to involve short-term costs to CIP GET, and there could be increased ongoing costs for a Sub-Fund, and/or an impact on a Sub-Fund's investment strategy depending on how the AIFM chooses to adapt to the new requirements and/or whether the AIFM chooses to apply the requirements of one of the categories to a Sub-Fund. Adopting one of the categories could also have an impact on the ability of a Sub-Fund to achieve its investment objectives, the nature of a Sub-Fund's investment objectives themselves, and/or the number or type of investors that a Sub-Fund is able to attract. The AIFM will, therefore, have to continue to monitor any developments to these proposals and their implementation and resources will need to be allocated to continue to assess how CIP GET and any Sub-Fund is impacted and the effects of any additional compliance and reporting burdens. The AIFM reserves the right to adopt such arrangements as it deems necessary or desirable to comply with applicable current or future requirements of SFDR and the Taxonomy Regulation.

Regardless of the impact of any such changes, compliance with SFDR and the Taxonomy Regulation is expected to result in increased legal, compliance, reporting and other associated costs and expenses which may be borne by CIP GET, including costs and expenses of collecting and calculating data and the preparation of policies, disclosures and reports, in addition to other matters that relate solely to marketing and regulatory matters, and such costs and expenses may reduce investor returns.

Further information with respect to the SFDR classification of a Sub-Fund and its applicable disclosures under SFDR and the Taxonomy Regulation can be found in the applicable Annex for that Sub-Fund. There is a risk that the Sub-Fund's SFDR classification will affect the pool of investors the Sub-Fund will be able to target. In circumstances where a Sub-Fund commits that a minimum proportion of its assets will be invested in other financial products that are subject to disclosure requirements under either Article 8 or Article 9 of SFDR, there is a risk that future regulatory changes affecting such underlying financial products could negatively affect the Sub-Fund's ability to maintain alignment to its pre-contractual commitments.

As of the date hereof, the full impact of SFDR and the Taxonomy Regulation on CIP GET continues to develop as guidance and clarifications are published by the European Commission and the European Supervisory Authorities. There could also be divergent interpretations of the requirements at EU Member State level, and national guidance and supervisory activities have already emerged in certain Member States.

SFDR does not apply in the UK. Nonetheless, the UK has introduced sustainability-related disclosure requirements for asset managers, including disclosures for certain UK asset managers that align to the recommendations of the Taskforce on Climate-related Financial Disclosures, and rules establishing a new regime for Sustainability Disclosure Requirements ("SDR") and investment labels, and including new naming and marketing requirements for funds that have sustainability-related characteristics. In general, the above UK sustainability-related disclosure requirements are expected to have limited direct impact on non-UK funds managed by non-UK asset managers (including CIP GET) as they will apply only to UK authorised firms and do not currently extend to overseas funds; however, there could be an indirect impact on CIP GET in circumstances where CIP GET is marketed to investors via a UK authorised firm acting as a placement agent or distributor (including an affiliate of the Sponsor), as such firms are required to comply with an "anti-greenwashing rule", which may result in additional costs to CIP GET and/or reputational risk to the Sponsor, and may impact the way in which a distributor is able to market CIP GET to UK investors. Nonetheless, there is still uncertainty as to the potential indirect impacts of this SDR and investment labels regime on the AIFM, the Sponsor and CIP GET. The FCA has stated its belief that the regime would be enhanced by including additional funds within scope of the SDR and investment labels regime, including overseas funds; however, this will require secondary legislation to be introduced by the UK government. If the UK's sustainability-related disclosure requirements were to become applicable to CIP GET, this could result in additional regulatory costs to be incurred by CIP GET.

Overall, compliance with these and other sustainability-related regulatory developments, including existing and future regulation in the EU, the UK and elsewhere is expected to result in increased legal, compliance, reporting and other associated costs and expenses which may be borne by CIP GET, including costs and expenses of collecting and calculating data and the preparation of policies, disclosures and reports, in addition to other matters that relate solely to marketing and regulatory matters, and such costs and expenses may reduce investor returns. The AIFM and CIP GET may become subject to additional disclosure or other regulatory requirements in the future and there is no guarantee that CIP GET's current arrangements will be sufficient to meet future regulatory requirements. In addition, the AIFM and/or CIP GET may become subject to conflicting regulatory requirements in different jurisdictions in which CIP GET is offered to investors. The AIFM reserves the right to adopt such arrangements as it deems necessary or desirable to comply with any applicable requirements of SFDR, the

Taxonomy Regulation and any other applicable legislation, regulations or regulatory guidance or guidelines adopted in relation to sustainability-related rules.

AIFM Act and AIFMD II Reforms

The AIFM is authorised under the Danish AIFM Act and is also reporting as an Exempt Reporting Adviser with the US SEC, while the AIFM's subsidiary Copenhagen Infrastructure Partners, Inc. is a registered investment adviser under the Investment Advisers Act of 1940 and its later amendments (the “**Advisers Act**”). They are therefore subject to certain compliance and reporting requirements. The regulation of alternative investment fund managers is an evolving area and is subject to modification and interpretation by governments and regulators as well as judicial action. Such changes and uncertainties involve risks of administrative (and other) sanctions from relevant authorities/entities. Legal and regulatory changes could occur during the life of CIP GET that may adversely affect CIP GET, e.g., by increasing costs of operations. In addition, changes may require enhanced disclosure to regulatory bodies relating to CIP GET's operations, Shareholders and Investments as well as to the AIFM and its operations.

On 26 February 2024, the European Council unanimously adopted the text of a directive amending the AIFM Directive and Directive 2009/65/EC (the “**AIFMD II**”). AIFMD II was published in the EU Official Journal on 26 March 2024 and has entered into force on 15 April 2024. EU member states will have until 16 April 2026 to implement AIFMD II, and the measures therein shall be applicable as of this date except for specific transition provisions for existing loan originating funds and for the new reporting requirements which shall apply from 16 April 2027. AIFMD II could adversely affect the CIP GET's ability to achieve its investment objectives, as well as the ability of CIP GET to conduct its operations, or increase the costs or compliance obligations to which CIP GET or the AIFM is subject. The AIFMD II reforms include, but are not limited to, amendments to provisions relating to liquidity management tools, governance, marketing, investor disclosures, delegation, regulatory reporting, extension of permitted activities and the introduction of a new loan origination framework.

Anti-Money Laundering and Counter-Terrorism Requirements

In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, CIP GET or the Sponsor reserves the right to request prospective investors and existing Shareholders to provide documentation verifying, among other things, such Shareholder's identity and the source of funds used to purchase interest in CIP GET.

The Sponsor, CIP GET or their respective delegates (as applicable) conducts a thorough due diligence of any prospective investor in compliance with applicable AML and counter- terrorism legislation, including the Act on Measures to Prevent Money Laundering and Financing of Terrorism which implements the 6th AML Directive (which in turn implements the FATF Recommendations).

The Sponsor reserves the right to decline to accept a prospective investor's subscription if this information is not provided or on the basis of information provided. Requests for documentation may be made at any time during which a Shareholder holds an interest in CIP GET and the Sponsor or CIP GET is permitted at all times to request additional information and documentation. The Sponsor may be required to provide this information, or report the failure to comply with such requests, to governmental authorities, in certain circumstances without notifying Shareholders that the information has been provided. The Sponsor will take such steps as it determines necessary or desirable to comply with applicable law, regulations, orders, directives or special measures that may be required by public regulators. The Sponsor and CIP GET may, by public order, be required to withhold distributions and other payments to Shareholders.

Privacy, Data and Information Security Compliance Risk

Legislators and regulators around the world identify privacy, data protection, information security and wider data regulation as high priorities, and the global legal frameworks in this area are rapidly evolving and likely to remain uncertain for the foreseeable future. These laws could materially impact the ability of the Sponsor, a portfolio company and/or their respective affiliates or service providers to collect, use, share and/or retain data, including personal data, and thereby adversely impact current and planned business activities. Monitoring and responding to developments in such laws may increase compliance costs, and any failure to comply could result in regulatory investigations, fines, sanctions or other penalties, all of which could have a material adverse impact on CIP GET and/or a portfolio company.

In particular, the GDPR (and the UK GDPR) impose stringent operational requirements on entities which process personal data, including requirements to notify certain data breaches, and provides regulators with significant enforcement powers, including the ability to impose penalties of up to the higher of 4% of total annual worldwide turnover or €20 million (£17.5 million for the UK GDPR). These requirements are subject to ongoing judicial and regulatory interpretation. The EU is also in the process of introducing the EU AI Act, which will likely apply to certain artificial intelligence (“AI”) systems, including those used within critical infrastructure, and the data used to train, test and deploy them. For more information on risks relating to the use of AI, see also the sub-section headed “*Artificial Intelligence Technologies*” below. Other potentially relevant regulations include the NIS 2 Directive (EEA), the Digital Operational Resilience Act (EEA), the Data Act (EEA) and the draft Financial Data Access Regulation (EEA), all of which could have a material impact on CIP GET, the Sponsor and/or a portfolio company. The Sponsor cannot predict how these and other data related laws may develop, or how they will be applied or interpreted by regulators and courts, and it may result in the business practices of the Sponsor or a portfolio company changing in a manner which adversely affects CIP GET. For more information on risks relating to IT and information security, see also the sub-section headed “*IT Security and Cyber Crime*” above.

Following the withdrawal of the UK from the European Union, the UK GDPR is currently substantially similar to the GDPR (but with necessary national variations). Notwithstanding this, the UK has proposed amendments to the UK GDPR via the Data Protection and Digital Information (No. 2) Bill which, if passed, will likely create greater divergence between EEA and UK requirements. This may create a greater dual regulatory compliance burden in circumstances where entities are subject to both regimes. In addition, it is possible that a diverging UK regime may result in the EU re-evaluating the “adequacy” of the UK data protection framework, which could result in additional compliance costs when sending data from the EEA to the UK. As of 28 June 2021, the EU Commission has adopted an adequacy decision for the UK under the GDPR allowing personal data to flow freely from the EU to the UK. However, this adequacy decision will expire on 27 June 2025 unless repealed or extended, and it is not yet clear whether the EU Commission will extend such adequacy decision.

Prospective investors should be aware that they will be providing CIP GET, the Sponsor and their respective affiliates, agents, advisers and/or delegates with Personal Data (which may include special categories of personal data as such term is defined under applicable EU data protection legislation) when considering and/or making an investment in CIP GET, and interacting with CIP GET, the Sponsor and/or their respective affiliates, agents, advisers and/or delegates including by (i) submitting the subscription agreement; (ii) communicating through telephone calls, written correspondence and emails (all of which may be recorded); or (iii) providing Personal Data concerning individuals connected with the investor (such as directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners, advisers and/or agents). **Before sharing any personal data, all prospective investors are encouraged to carefully review the Privacy Notice, which includes detailed information concerning the control and processing of their personal data.**

Artificial Intelligence Technologies

Recent technological advances in artificial intelligence and machine learning technologies (collectively, “**AI Technologies**”), including, for example, the OpenAI ChatGPT application, create opportunities for CIP, its funds, investment vehicles and accounts and portfolio companies, as well as risks that impact the Sponsor and CIP GET. Regardless of existing policies, there exists potential for the Sponsor and CIP GET to use and expand their use of AI Technologies in connection with their business and investment activities. Actual usage of such AI Technologies will vary across the Sponsor’s funds and investments and while the Sponsor expects from time to time to adopt and adjust usage policies and procedures governing the use of AI Technologies by its personnel, there is a risk of misuse of such AI Technologies.

Further, AI Technologies are highly reliant on the collection and analysis of large amounts of data and complex algorithms but it is not possible or practicable to incorporate all relevant data into models that AI Technologies utilise to operate, nor does the Sponsor expect to be involved in the collection of such data or development of such algorithms in the ordinary course. Therefore, it is expected that data in such models may contain a degree of inaccuracy and error, and potentially materially so, and that such data as well as algorithms in use could otherwise be inadequate or flawed, which would be likely to degrade the effectiveness of AI Technologies and could adversely impact the Sponsor or CIP GET to the extent they rely on the work product of such AI Technologies. The volume and reliance on data and algorithms also make AI Technologies, and in turn the Sponsor and CIP GET more susceptible to cybersecurity threats. In addition, the Sponsor and CIP GET could be exposed to risks to the extent third-party service providers or any counterparties use AI Technologies in their business activities. The Sponsor may not be in a position to control the manner in which third-party products are developed or maintained or the manner in which third-party services utilising AI Technologies are provided. In addition, AI

Technologies may be competitive with the business of the Investments or increase the potential for obsolescence of a an Investment's products or services (particularly as the capabilities of AI Technologies improve, and accordingly the increased adoption and use of AI Technologies may have an adverse effect on Investments or their respective businesses. For more information on risks relating to information security and data use see also the sub-sections headed "*Privacy, Data and Information Security Compliance Risk*" and "*IT Security and Cyber Crime*" above.

Moreover, use of AI Technologies by any of the parties described in the previous paragraphs could include the input of confidential information (including material non-public information and personal information) by third parties in contravention of non-disclosure agreements or by CIP Personnel or other related parties in contravention of the Sponsor's policies and procedures (or by any such parties in accordance with the Sponsor's policies, procedures and/or non-disclosure agreements), and in any case, could result in such confidential information becoming part of a dataset that is accessible by AI Technologies applications and users. The use of AI Technologies, including potential inadvertent disclosure of confidential information, could also lead to legal and regulatory investigations and enforcement actions.

Various jurisdictions are also considering laws and regulations relating specifically to AI Technologies. For example, the EU is currently implementing a new regulation applicable to certain AI Technologies and the data used to train, test and deploy them (the "**EU AI Act**"). The EU AI Act will impose material requirements on both the providers and deployers of certain AI Technologies, with infringements punishable by sanctions including fines of up to 7% of total annual worldwide turnover or 35 million Euros (whichever is higher) for the most serious breaches. Preparing for and complying with the EU AI Act and other regulations related to AI Technologies could involve material compliance costs and/or adversely affect the operations or results of the Sponsor and/or CIP GET.

AI Technologies and their current and potential future applications including in the private investment and financial sectors, as well as the legal and regulatory frameworks within which they operate, continue to rapidly evolve, and it is impossible to predict the full extent of current or future risks related thereto, potentially affecting returns that would otherwise be available to investors.

Laws of Other Jurisdictions Where CIP GET is Marketed

Shares may be marketed in various jurisdictions in addition to those more specifically addressed elsewhere in this Prospectus. In order to market Shares in certain jurisdictions (or to investors who are citizens of or resident in such jurisdictions), CIP GET or the Sponsor will be required to comply with applicable laws and regulations relating to such activities. Compliance may involve, among other things, making notifications to or filings with local regulatory authorities, registering CIP GET or the Sponsor or the Shares with local regulatory authorities or complying with operating or investment restrictions and requirements, including with respect to prudential and conduct regulation. Compliance with such laws and regulations may limit the ability of CIP GET to participate in investment opportunities and may impose onerous or conflicting operating requirements on CIP GET, any Sub-Fund or the Sponsor. The costs, fees and expenses incurred in order to comply with such laws and regulations, including, without limitation, related legal fees and filing or registration fees and expenses, will be borne by CIP GET and may be substantial. In addition, if CIP GET, any Portfolio Manager or the Sponsor were to fail to comply with such laws and regulations, any or all of them could be subject to sanctions (including fines or other penalties, the cost of which may be borne by CIP GET).

Enhanced Scrutiny and Potential Regulation of the Alternatives Industry

A Sub-Fund's ability to achieve its investment objectives, as well as the ability of such Sub-Fund to conduct its operations, is based on laws and regulations, as well as their interpretation, which are subject to change through legislative, judicial or administrative action. As alternative investment fund managers have become more influential participants in the US, European and other global financial markets and economy generally, the alternative investment industry has become subject to enhanced public scrutiny and there can be no assurance that this will not have an adverse impact on CIP GET Feeder, any Sub-Fund, the Sponsor or any of their affiliates or otherwise impede CIP GET's activities. For example, various national, federal, state and local agencies have been examining the role of placement agents, finders and other similar service providers in the context of investments by public pension plans and other similar entities, including investigations and requests for information. In addition, elements of organised labour and other representatives of labour unions have embarked on a campaign targeting alternative investment fund managers on a variety of matters of interest to organised labour. Future

legislative, judicial or administrative action could adversely affect a Sub-Fund's ability to achieve its investment objectives, as well as the ability of such Sub-Fund to conduct its operations. Furthermore, if regulatory capital requirements are imposed on private lenders that provide a Sub-Fund or the Investments with funds, or were to be imposed on a Sub-Fund, such lenders or CIP GET Feeder (in relation to such Sub-Fund) may be required to limit, or increase the cost of, financing such lenders provide such Sub-Fund or that such Sub-Fund directly or indirectly provides to others. Among other things, this could potentially increase financing costs, reduce a Sub-Fund's ability to originate or acquire loans and reduce liquidity or require such Sub-Fund to sell assets at an inopportune time or price.

14.5 Potential Conflicts of Interest

Prospective investors should be aware that there will be occasions when the Sponsor may encounter potential conflicts of interest in connection with CIP GET. In such cases, the Sponsor determines, in its good faith judgement, whether an actual conflict of interest exists, and if so, the Sponsor may take such actions as may be necessary or appropriate to prevent or reduce the conflict.

The Sponsor has set out a policy for the purpose of identifying potential conflict of interests and setting out procedures for preventing, managing and monitoring conflict of interests. The Sponsor's conflicts of interest policy is generally deemed to be sufficient and appropriate to prevent material conflict of interests from arising and the organisational arrangements made by the Sponsor are currently deemed sufficient to ensure, with reasonable confidence, that risks of damage to Shareholders' interests will be prevented. The Sponsor's conflicts of interest policy is available on the Sponsor's website: www.cip.com/policies-investor-information/.

By acquiring Shares, each investor will be deemed to have acknowledged and consented to the existence of actual, apparent, and potential conflicts of interest relating to the Sponsor, including, without limitation, those described in this Section 14 (and those disclosed to and approved or waived by, the Board of Directors or managed in a manner, or pursuant to standards and procedures, approved by the Board of Directors), and to the operation of CIP GET subject to those conflicts.

In Relation to Other Funds Managed by the Sponsor (Allocation of Personnel)

The Sponsor currently manages a large number of funds and many of its personnel are partly allocated to some or all of these funds. The Sponsor may raise additional new funds in the future and its personnel may also be partly allocated to such new funds.

In Relation to CIP Personnel

The investment professionals employed by the Sponsor in relation to CIP GET may provide advice in respect of other funds managed by the Sponsor and may have investments in other Funds managed by the Sponsor and more generally will also be involved in separate business interests. CIP Personnel reserve the right to manage their own personal investments, whether or not through a formal family office or estate planning structure, to establish trusts, endowments, charitable programmes, foundations or similar arrangements, and to pay or receive compensation relating to the foregoing. Further, CIP Personnel are permitted to trade in securities for their own accounts, subject to restrictions and reporting requirements, the Sponsor's policies or otherwise determined from time to time by the Sponsor. Certain of CIP Personnel may have family members or relatives that are actively involved in industries and sectors in which CIP GET invests or have business, personal, financial or other relationships with companies in such industries and sectors or other industries, which gives rise to potential or actual conflicts of interest. For example, such family members or relatives might be officers, directors, personnel or owners of companies or assets which are actual or potential investments of CIP GET or other counterparties of CIP GET or its direct or indirectly owned portfolio companies. Moreover, in certain instances, CIP GET or its direct or indirectly owned portfolio companies can be expected to purchase or sell companies or assets from or to, or otherwise transact with, companies that are owned by such family members or relatives or in respect of which such family members or relatives have other involvement. These relationships have the potential to influence the Sponsor in deciding whether to select, recommend or create such service providers to perform services for CIP GET or its direct or indirectly owned portfolio company (the cost of which generally will be borne directly or indirectly by CIP GET or such portfolio company, as applicable) and to incentivise the Sponsor to engage such service provider over a third party. The fees for services provided by such service providers will not necessarily be at the same rate charged by other third parties and the Sponsor undertakes no obligation to select service providers who have lower rates.

In Relation to Use of Information and Duty of Care

As a result of existing investments and activities, investment professionals employed by the Sponsor may from time to time acquire confidential information that they will not be able to use for the benefit of CIP GET. Furthermore, in the ordinary course of business, investment professionals employed by the Sponsor may engage in certain activities in which their interests may potentially conflict with those of CIP GET and the Shareholders.

In Relation to Industrial Partners

Some Investments of CIP GET will directly or indirectly be with the same industrial partners and/or co-investors as in another fund managed by the Sponsor. To the extent a dispute arises between the Sponsor or another fund managed by the Sponsor and an industrial partner or co-investor, CIP GET's Investments relating thereto could potentially be adversely affected.

In Relation to Portfolio Companies

CIP Personnel will in certain circumstances serve as directors of portfolio companies directly or indirectly owned by CIP GET or sit as an observer on a board of directors of such portfolio companies, and, in such capacities, will be required to make decisions that they consider to be in the best interests of such portfolio companies, subject to their respective duties (including fiduciary duties) and obligations to CIP GET or another fund managed by the Sponsor. The Sponsor's authority to appoint or influence the appointment of portfolio company board members who could be involved in approving compensation payable to the Sponsor or CIP Personnel subjects the Sponsor and any such portfolio company board appointees to conflicts of interest. Additionally, a portfolio company typically will reimburse the Sponsor and CIP's Personnel for expenses (including travel expenses) incurred by such person or entities in connection with the performance of services for such portfolio company. This subjects the Sponsor to conflicts of interest because CIP GET generally does not have an interest or share in these reimbursements, and the amount of such reimbursements over time is expected to be substantial. Such reimbursements will neither be shared with the Shareholder nor offset or otherwise reduce the Management Fee. The Sponsor will determine the amount of such reimbursements in its sole discretion and in accordance with its internal reimbursement policies and practices. From time to time, CIP Personnel will also be asked to serve as directors of, or observers with respect to, the portfolio companies after CIP GET or another fund managed by the Sponsor has fully exited its investment. In such case the relevant company would not be a direct or indirect investment of CIP GET and again, any such reimbursement received by such CIP Personnel, the Sponsor and/or its affiliates would not be subject to any Management Fee offset, or otherwise be shared with CIP GET and/or Shareholders.

In Relation to a Diverse Shareholder Group

The Shareholders are expected to be diverse and to be based in a variety of jurisdictions and take a variety of forms. Shareholders may have conflicting investment, tax and other interests with respect to their investment in CIP GET. The conflicting interests of individual Shareholders arise from, among other things, the nature of CIP GET's Investments, the structuring or the acquisition of Investments and the timing of disposition of CIP GET's Investments. Conflicts of interest may arise in connection with decisions made by the Sponsor that are more beneficial for one Shareholder than for another Shareholder, especially with respect to a Shareholder's individual tax situations. In selecting, structuring, acquiring and disposing of Investments appropriate for CIP GET, the Sponsor intends to consider the investment, tax and other relevant objectives of CIP GET and the Shareholders as a whole, and not the investment, tax or other objectives of any Shareholder individually. However, there can be no assurance that a result will not be more advantageous to some Shareholders than to others or to the Sponsor and/or their affiliates than to a particular Shareholder. In addition, CIP GET will make Investments without regard to the impact on related investments made by the Shareholders in separate transactions unrelated to their interest in any funds managed by the Sponsor.

In Relation to Different Information Rights of the Shareholders

A Shareholders may receive information with respect to portfolio companies by virtue of such Shareholder's participation in other funds managed by the Sponsor. Shareholders that request and receive such information could consequently possess information regarding the business and affairs of CIP GET or a portfolio company that is not generally known to other Shareholders. As a result, certain Shareholders could be able to take actions on the basis of such information that, in the absence of such information, other Shareholders do not take.

In Relation to Cross-Guarantees and Cross-Collateralisation

A counterparty, lender or other participant in any transaction to be pursued by CIP GET and/or other funds managed by the Sponsor could require or prefer facing only one fund entity or group of entities, which would result in any of CIP GET, other funds managed by the Sponsor, their respective portfolio companies and/or other vehicles being jointly and severally liable for applicable obligations (subject to any limitations set forth in the applicable governing documents thereof). This could, in each case, result in CIP GET, other such fund managed by the Sponsor, such portfolio companies and/or vehicles entering into a back-to-back or other similar reimbursement agreement. Whilst the Sponsor would typically seek to ensure that, in this type of scenario, each fund managed by the Sponsor (including CIP GET) is severally liable for its applicable obligations on a pro rata basis, any cross-collateralisation arrangements with another fund managed by the Sponsor, or among portfolio companies of CIP GET and other funds managed by the Sponsor, could result in CIP GET losing its interests in (and/or a loss in value in) otherwise performing Investments due to poorly performing or non-performing investments of other funds managed by the Sponsor in the collateral pool or such persons otherwise defaulting on their obligations under the terms of such arrangements. CIP GET can, in certain circumstances, be exposed to risks associated with borrowings or other financial indebtedness of other funds managed by the Sponsor, including when such other entities are not in turn exposed to risks associated with CIP GET's borrowing or financial indebtedness for a similar purpose.

In Relation to Service Providers

The Sponsor generally expect to exercise their discretion to recommend to CIP GET or to an underlying portfolio company that it contracts for services with various service providers, potentially including: (i) the Sponsor (or an affiliate, which could include other portfolio companies of CIP GET or other funds managed by the Sponsor) and at rates determined or substantively influenced by the Sponsor; (ii) an entity with which the Sponsor or CIP Personnel have a relationship or from which such person derives a financial or other benefit; or (iii) a Shareholder (or an investor of another fund managed by the Sponsor) or its affiliates. The Sponsor intends to select service providers and vendors it believes are most appropriate in the circumstances based on its knowledge of such service providers and vendors (which knowledge is generally greater in the case of service providers and vendors that have other relationships to the Sponsor). The relationship of service providers and vendors to the Sponsor as described above will, in certain circumstances, influence the Sponsor in deciding whether to select, recommend or form such an advisor or service provider to perform services for CIP GET or a portfolio company, the cost of which generally will be borne directly or indirectly by CIP GET and can be expected to incentivise the Sponsor to engage such service provider over a third party, utilise the services of such service providers and vendors more frequently than would be the case absent the conflict, or to pay such service providers and vendors higher fees or commissions than would be the case absent the conflict. The incentive could be created by current income and/or the generation of enterprise value in a service provider or vendor; the Sponsor can be expected to also have an incentive to invest in or create service providers and vendors to realise these opportunities or recommend service providers that benefit the financial or business interests of the Sponsor. Furthermore, the Sponsor will from time to time encourage third-party service providers to CIP GET and its portfolio companies to use other CIP-affiliated service providers and vendors in connection with the business of CIP GET, portfolio companies, and unaffiliated entities, and the Sponsor has an incentive to use third-party services providers who do so as a result of the indirect benefit to the Sponsor and additional business for the related service providers and vendors. Fees paid by CIP GET or its Investments to, or value created in, these service providers and vendors do not offset or reduce the Management Fee payable by the Shareholders and are not otherwise shared with CIP GET. Additionally, there is a possibility that the Sponsor, because of such incentive or for other reasons (including that the retention of certain persons could establish, recognise, strengthen or cultivate relationships that have the potential to provide longer-term benefits to the Sponsor, CIP GET, other funds managed by the Sponsor and their respective affiliates), will favour the retention or continuation even if a better price and/or quality of service provider could otherwise be obtained. In addition, portfolio companies sometimes will provide goods or services to another portfolio company, and there can be no assurance that the terms of any such transactions will be the same as those that would be obtained in an arm's length transaction between unaffiliated parties. In particular, such transactions could result in the provision of services to a portfolio company at a rate higher than could be obtained by such portfolio company on the open market. Whether or not the Sponsor or any of its affiliates has a relationship with or receives financial or other benefit from recommending a particular service provider, there can be no assurance that a more qualified and/ or lower cost service provider could not be obtained. The terms of any transaction involving the provision of goods or services to CIP GET or any of its portfolio companies will be determined by the Sponsor in its sole discretion and can differ significantly from the terms that could be obtained in an arm's length transaction between unaffiliated parties.

In Relation to Fund Counsel

Simpson Thacher & Bartlett LLP, and Elvinger Hoss Prussen, société anonyme (“**Counsel**”) will act as counsel to CIP GET and the Sponsor in connection with this offering of Shares in CIP GET. Counsel may also act as counsel to a portfolio company, other equity investors in a portfolio company, creditors of a portfolio company or an agent therefor, a party seeking to acquire some or all of the assets or equity of a portfolio company, or a person engaged in litigation with a portfolio company. In connection with this offering of interests and ongoing advice to CIP GET and the Sponsor, Counsel will not be representing the Shareholders. No independent counsel has been retained to represent the Shareholders. Representation by Counsel of CIP GET is limited to specific matters on which they have been consulted. There may exist other matters which could have a bearing on CIP GET as to which Counsel has not been consulted. In addition, Counsel does not undertake to monitor the compliance of CIP GET, the Sponsor or any CIP Personnel with the investment objectives, investment strategies, investment restrictions and other guidelines and terms set forth in this Prospectus or the Articles, nor does Counsel monitor compliance with applicable laws. Counsel has not investigated or verified the accuracy and completeness of any information set forth in any other offering documents relating to CIP GET or any member of CIP. Investors should seek their own legal, tax and financial advice before making an investment in CIP GET.

Other Benefits

In connection with its services to CIP GET and its Investments, the Sponsor and CIP Personnel expect to receive the benefit of certain tangible and intangible benefits. For example, in the course of CIP’s operations including research, due diligence, investment monitoring, operational improvements and investment activities, the Sponsor and CIP Personnel expect to receive and benefit from information, know-how, experience, analysis and data relating to CIP GET or portfolio companies (as applicable) operations, terms, trends, market demands, customers, vendors and other metrics (collectively, “**CIP Information**”). In many cases, CIP Information will include tools, procedures and resources developed by the Sponsor to organise or systematise CIP Information for ongoing or future use. Although the Sponsor expects CIP GET and the portfolio companies generally to benefit from the Sponsor’s possession of CIP Information, it is possible that any benefits will be experienced solely by other or future funds managed by the Sponsor or portfolio companies (or by the Sponsor and CIP Personnel) and not by CIP GET or the portfolio company from which CIP Information was originally received or derived. CIP Information will be the sole intellectual property of the Sponsor and solely for the use of the Sponsor. The Sponsor reserves the right to use, share, license, sell or monetise CIP Information, without offsetting or otherwise reducing the Management Fee, and CIP GET or the portfolio companies will not receive any financial or other benefit of such use, sharing, licensure, sale or monetisation. Additionally, expenses relating to CIP GET or the portfolio companies are expected to be charged using credit cards or other widely available third-party rewards programmes that provide airline miles, hotel stays, travel rewards, traveller loyalty or status programmes, points, cash back, rebates, discounts and other arrangements, perquisites and benefits under the available terms of such reward programmes. Such terms are expected to vary from time to time, and any such rewards (whether or not de minimis or difficult to value) generally will inure to the benefit of the personnel participating in the rewards programme, rather than the portfolio companies, CIP GET or its respective investors. No such rewards will offset or otherwise reduce the Management Fee.

No Right to Control CIP GET’s Operations

Pursuant to the Articles, Shareholders will have no right to control the day-to-day operations of CIP GET, including investment and divestment decisions.

15. **DIRECTORY**

CIP GET Feeder

CIP Global Energy Transition Feeder
société d'investissement à capital variable – fonds d'investissement soumis à la partie II de la loi 2010
2-4 rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg
B285912

BOARD OF DIRECTORS

Alessia Lorenti
Riccardo del Tufo
Bjarne Graven Larsen
Frederik Kjærgaard

AIFM

Copenhagen Infrastructure Partners P/S
Gdanskgade 18, 12.
DK-2150 Nordhavn
Denmark

AUDITOR

Deloitte Audit, S.à r.l.
20 Boulevard de Kockelscheuer
L-1821 Luxembourg
Grand Duchy of Luxembourg
B.67895

DEPOSITARY

The Bank of New-York SA/NV Luxembourg Branch
2-4 rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg
B.67654

CENTRAL ADMINISTRATION

The Bank of New-York SA/NV Luxembourg Branch
2-4 rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg
B.67654

LEGAL ADVISORS

Elvinger Hoss Prussen, *société anonyme*
2, place Winston Churchill
L-1340 Luxembourg
Grand Duchy of Luxembourg

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York, USA

CityPoint
One Ropemaker Street
London EC2Y 9HU
England

Inquiries or requests in relation to subscriptions in CIP GET Feeder should be directed to:

Copenhagen Infrastructure Partners P/S
Gdanskgade 18, 12.
DK-2150 Nordhavn
Denmark

For more information on CIP GET Feeder or for any complaint in relation to the operations of CIP GET Feeder, inquiries should be directed to the AIFM:

Copenhagen Infrastructure Partners P/S
Gdanskgade 18, 12.
DK-2150 Nordhavn
Denmark

16. DEFINITIONS

“€”, “EUR” or “euros”	Euro;
“\$”, “USD” or “dollars”	U.S. dollars;
“1915 Law”	The Luxembourg law of 10 August 1915 on commercial companies, as amended;
“25% Test”	Has the meaning as given in Section 10.7 of the General Section;
“2010 Law”	The Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended;
“2013 Law”	The Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended;
“Accumulation Class”	Has the meaning as given in Section 6 of the General Section;
“Additional Redemption Programme”	Any exceptional Shares redemption programme(s) that may be implemented alongside the regular Shares redemption programme applicable to a Sub-Fund, as described in the relevant Annex;
“Advanced Bioenergy Fund”	Has the meaning as given in Section 1.1 of the General Section;
“Advisers Act”	Has the meaning as given in Section 14.4 of the General Section;
“Administration Agreement”	Has the meaning as given in Section 7.5 of the General Section;
“Aggregator”	Has the meaning as given in Section 2.6 of the General Section;
“Aggregator Parallel Vehicle”	Any additional vehicles established in parallel to the Aggregator in respect of Parallel Vehicles;
“AI Technologies”	Has the meaning as given in Section 14.2 of the General Section;
“AIF”	An alternative investment fund(s) within the meaning of the AIFM Directive;
“AIFM”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“AIFM Agreement”	The alternative investment fund management agreement entered into between the AIFM and CIP GET Feeder (as amended, restated or supplemented from time to time);
“AIFM Directive”	Directive 2011/61/EC of the European Parliament and of the Council on Alternative Investment Fund Managers, as may be amended or restated from time to time;
“AIFM Regulation”	The Commission Delegated Regulation (EU) No 231/2013 of 19 December, 2012 supplementing the AIFM Directive with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as amended;
“AIFM Rules”	The corpus of rules formed by the AIFM Directive, the AIFM Regulation and any binding guidelines or other delegated acts and regulations issued from time to time by the European Union relevant authorities pursuant to the AIFM Directive and/or the AIFM Regulation, as well as by any national laws and

regulations that are taken in relation to (or transposing either of) the foregoing (including the 2013 Law and the Danish AIFM Law);

“AIFMD II”	Has the meaning as given in Section 14.4 of the General Section;
“Annex”	An annex to this Prospectus containing information with respect to a particular Sub-Fund. Each Annex is to be regarded as forming an integral part of the Prospectus;
“Appendix”	An appendix to this Prospectus containing information in relation to certain securities law legends;
“Articles”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“ATAD I”	Has the meaning as given in Section 14.4 of the General Section;
“ATAD II”	Has the meaning as given in Section 14.4 of the General Section;
“BEPS 2.0”	Has the meaning as given in Section 14.4 of the General Section;
“Board of Directors”	Has the meaning as given in Section 7.1 of the General Section;
“Business Day”	Any day on which banks in each of Luxembourg, and Denmark are open;
“CBDF Rules”	Directive (EU) 2019/1160 of the European Parliament and of the Council of 20 June 2019 amending Directives 2009/65/EC and 2011/61/EU with regard to cross-border distribution of collective investment undertakings and Regulation (EU) 2019/1156 of the European Parliament and of the Council of 20 June 2019 on facilitating cross-border distribution of collective investment undertakings and amending Regulation (EU) No 345/2013, (EU) No 346/2013 and (EU) No 1286/2014;
“Central Administration”	Has the meaning as given in Section 7.5 of the General Section;
“Central Administration Sub-Contractors”	Has the meaning as given in Section 7.5 of the General Section;
“CIP”	Has the meaning as given in Section 1.1 of the General Section;
“CIP GET”	CIP GET Feeder (including its Sub-Funds), CIP GET Master (including the Master Sub-Funds), the Aggregators and any Parallel Entities;
“CIP GET Feeder”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“CIP GET Master”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“CIP Information”	Has the meaning as given in Section 14.5 of the General Section;
“CIP Personnel”	Means: (a) any director, officer, member, manager, partner, consultant or employee or former director, officer, member, manager, partner, consultant or employee or other person engaged currently, prospectively or formerly in the business of a member of (i) CIP, (ii) CISC or (iii) an underlying interest held by a CIP Fund, as determined by the AIFM in its sole discretion;

(b) any natural or legal person (i) having entered into a discretionary management agreement or investment advisory agreement advised by any company that is part of CIP and/or (ii) that is invested in (or that made a binding commitment to) any investment vehicle, managed account or similar investment product that is sponsored, advised or managed by any company that is part of CIP, as determined by the AIFM, in its sole discretion;

(c) at the sole discretion of the Board of Directors, acting upon the AIFM's recommendation, any spouse or close relative of any of the persons referred to in paragraphs (a) and (b) above;

(d) at the sole discretion of the Board of Directors, acting upon the AIFM's recommendation (i) any entity controlled by any of the persons referred to in paragraphs (a), (b) and (c) above; or (ii) a trust of which such persons referred to in paragraphs (a) or (b) above are the settlors or trustees (or equivalent) and which such persons referred to in paragraphs (a), (b) or (c) above are the beneficiaries,

provided, in each case, that the relevant person is considered by the Board of Directors to be sufficiently sophisticated to understand the risks involved in investing in CIP GET Feeder and is an Eligible Investor;

“CISC”	Means any service provider that is owned, directly or indirectly, by CIP GET and other funds managed by the Sponsor with the intention of procuring access to shared services and capturing synergies between CIP GET and such other funds managed by the Sponsor;
“Class”	Has the meaning as given in Section 3.2 of the General Section;
“Class Launch Date”	The date, as determined by the AIFM, on which a CIP GET Feeder (re)opens a Class for subscription;
“Code”	Has the meaning as given in Section 10.8 of the General Section;
“Conflicts Committee”	Has the meaning as given in Section 7.1 of the General Section;
“Controlling Person”	Means any natural persons who exercise control over an entity. In the case of a trust, it means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, persons in equivalent or similar positions. The term “Controlling Persons” must be interpreted in a manner consistent with the Financial Action Task Force Recommendations;
“Counsel”	Has the meaning as given in Section 14.5 of the General Section;
“Covered Plan”	Has the meaning as given in Section 10.7 of the General Section;
“CRS”	Has the meaning as given in Section 10.10 of the General Section;
“CRS Data”	Has the meaning as given in Section 10.11 of the General Section;
“CRS-Law”	Has the meaning as given in Section 10.10 of the General Section;
“CRS Personal Data”	Has the meaning as given in Section 10.11 of the General Section;
“CSSF”	The " <i>Commission de Surveillance du Secteur Financier</i> ", the Luxembourg regulator for the financial sector;

“CSSF Circular 18/698”	CSSF Circular 18/698 on (i) the authorisation and organisation of investment fund managers incorporated under Luxembourg law and (ii) specific provisions on the fight against money laundering and terrorist financing applicable to investment fund managers and entities carrying out the activity of registrar agent, as amended;
“CSSF Circular 25/901”	CSSF Circular 25/901 of 19 December 2025 relating to specialised investment funds, investment companies in risk capital and undertakings for collective investment subject to Part II of the 2010 Law;
“CSSF Regulation 12-02”	CSSF Regulation N°12-02 of December 14, 2012 on the fight against money laundering and terrorist financing, as amended from time to time and notably by CSSF Regulation 20-05;
“DAC”	Has the meaning as given in Section 10.12 of the General Section;
“Danish AIFM Law”	The Danish Consolidated Act No. 1047 of 14 October 2019 on alternative investment fund managers etc. (in Danish: " <i>Bekendtgørelse af lov om forvaltere af alternative investeringsfonde m.v.</i> ") as amended from time to time, as well as any administrative orders promulgated thereunder;
“Data Processors”	Has the meaning as given in Section 10.9 of the General Section;
“Depository”	Has the meaning as given in Section 7.5 of the General Section;
“Depository Agreement”	Has the meaning as given in Section 7.5 of the General Section;
“Director”	Has the meaning as given in Section 7.1 of the General Section;
“Designated Third Party”	Has the meaning as given in Section 10.8 of the General Section;
“DFSA”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“Distribution Class”	Has the meaning as given in Section 6 of the General Section;
“EEA”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“Effective Date”	Has the meaning as given in Section 5.5 of the General Section;
“Eligible Investor”	Has the meaning as given in Section 3.1 of the General Section;
“Energy Transition Fund”	Has the meaning as given in Section 1.1 of the General Section;
“ERISA”	U.S. Employee Retirement Income Security Act of 1974, as amended;
“EU”	European Union;
“EU AI Act”	Has the meaning as given in Section 14.2 of the General Section;
“EU Member States”	Member states of the EU;
“EU Pillar Two Directive”	Has the meaning as given in Section 14.4 of the General Section;
“EU Taxonomy Regulation”	Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, amending Regulation (EU) 2019/2088;
“Exchange of Information Directive”	Has the meaning as given in Section 10.12 of the General Section;

“FATCA”	The U.S. Foreign Account Tax Compliance Act;
“FATCA Data”	Has the meaning as given in Section 10.9 of the General Section;
“FATCA Law”	The Luxembourg law of 24 July 2015, as amended from time to time, transposing the Intergovernmental Agreement concluded on 28 March 2014 between the Grand Duchy of Luxembourg and the United States of America;
“FATCA Personal Data”	Has the meaning as given in Section 10.9 of the General Section;
“FCA”	UK Financial Conduct Authority;
“FFI Agreement”	Has the meaning as given in Section 10.8 of the General Section;
“Financial Year”	Has the meaning as given in Section 9.1 of the General Section;
“Flagship Fund”	Has the meaning as given in Section 1.1 of the General Section;
“Fund Documentation”	Means, collectively, the Articles, this Prospectus, the application form and related documentation with respect thereto;
“GDPR”	Has the meaning as given in Section 10.3 of the General Section;
“General Meeting”	Means any general meeting of the Shareholders of CIP GET Feeder (or of a specific Sub-Fund and/or (Sub-)Class) held in accordance with the terms of the Articles;
“General Section”	Means the general section of this Prospectus that sets out the general terms and conditions applicable to all Sub-Funds, unless otherwise provided for in respect of a specific Sub-Fund in the relevant Annex;
“Global Distributor”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“GloBE Rules”	Has the meaning as given in Section 14.4 of the General Section;
“Green Credit Fund”	Has the meaning as given in Section 1.1 of the General Section;
“Growth Market Fund”	Has the meaning as given in Section 1.1 of the General Section;
“IFRS”	Has the meaning as given in Section 9.2 of the General Section;
“IGA”	Has the meaning as given in Section 10.8 of the General Section;
“Indemnified Party”	Has the meaning as given in Section 10.1 of the General Section;
“Information”	Has the meaning as given in Section 10.10 of the General Section;
“Information Data”	Has the meaning as given in Section 7.5 of the General Section;
“Initial Fund Expenses Support”	Has the meaning as given in Section 5.6 of the General Section;
“Initial Sub-Fund”	CIP Global Energy Transition Feeder – I;
“Initial Subscription Period” or “Initial Subscription Date”	Means, with respect to each Sub-Fund or Class, the first offering of Shares in such Sub-Fund or Class made pursuant to the terms of this Prospectus and the relevant Annex;

“Initial Subscription Price”	The price at which Shares are issued in a Class in respect of subscriptions received during the Initial Subscription Period or on the Initial Subscription Date or on the Class Launch Date, as determined for each Sub-Fund and Class in the relevant Annex. For the avoidance of doubt, the Initial Subscription Price excludes any Subscription Fees that may be payable by a subscriber to the relevant Intermediary;
“Intermediaries”	Has the meaning as given in Section 5.4 of the General Section;
“Intermediate Vehicle”	Has the meaning as given in Section 2.6 of the General Section;
“Investing Sub-Fund”	Has the meaning as given in Section 2.9 of the General Section;
“Investment”	Has the meaning as given in Section 2.6 of the General Section;
“Investment Committee”	Has the meaning as given in Section 7.2 of the General Section;
“Investment Company Act”	The U.S. Investment Company Act of 1940;
“IRAs”	Has the meaning as given in Section 10.7 of the General Section;
“IRS”	Has the meaning as given in Section 10.8 of the General Section;
“KID”	Has the meaning as given in Section 13.1 of the General Section;
“LMT”	Has the meaning as given in the relevant Sub-Fund Annex;
“Lux AML Law”	Has the meaning as given in Section 10.2 of the General Section;
“Luxembourg Tax Authority”	Has the meaning as given in Section 10.9 of the General Section;
“Management Fee”	Has the meaning as given in Section 5.1 of the General Section;
“Master Sub-Fund”	Has the meaning as given in Section 2.6 of the General Section;
“MiFID II”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“Minimum Holding Amount”	The minimum value or number of Shares in a given Class which must be held at any time by a Shareholder (or an underlying investor where the Shareholder is acting as a nominee on its behalf) as set out in the relevant Annex, provided that the AIFM reserves the right to waive any such Minimum Holding Amount in its discretion;
“Minimum Subscription Amount”	The minimum amount which a subscriber (or an underlying investor where the subscriber is acting as a nominee on its behalf) must subscribe for in a particular Class in a particular Sub-Fund in which the Shareholder or subscriber does not hold Share(s) prior to such subscription, as set out in the relevant Annex, provided that the AIFM may consider the minimum amount subscribed by the relevant subscriber (or an underlying investor where the subscriber is acting as a nominee on its behalf) in a Parallel Entity to the relevant Sub-Fund in order to assess the compliance with the applicable Minimum Subscription Amount, and provided that the Board of Directors reserves the right to waive any such Minimum Subscription Amount in its discretion;
“Minimum Subsequent Subscription Amount”	The minimum amount which a Shareholder (or an underlying investor where the Shareholder is acting as a nominee on its behalf) must subscribe for in a

particular Class in a particular Sub-Fund when subscribing for additional Shares of the relevant Class, as set out in the relevant Annex, provided that the AIFM reserves the right to waive any such Minimum Subsequent Subscription Amount in its discretion;

“NAV”	The net value of the assets attributable to CIP GET Feeder, a Sub-Fund or a Class (or Sub-Class), as the case may be, determined in accordance with the Articles and this Prospectus;
“NAV Release Date”	Has the meaning as given in Section 4.3 of the General Section;
“New Fund”	Has the meaning as given in Section 12.3 of the General Section;
“OECD”	Organization for Economic Co-operation and Development;
“Operating Expenses”	Has the meaning as given in Section 5.6 of the General Section;
“Ordinary General Meeting Resolution”	A resolution of a General Meeting adopted at the majority of the votes validly cast and without any quorum requirement. No Ordinary General Meeting Resolution will be passed without the consent of the Board of Directors;
“Organisational and Offering Expenses”	Has the meaning as given in Section 5.5 of the General Section;
“Parallel Entities”	Has the meaning as given in Section 2.7 of the General Section;
“Parallel Vehicles”	Has the meaning as given in Section 2.7 of the General Section;
“Part II UCI”	Has the meaning as given in Section 2.2 of the General Section;
“Passive Breach”	Has the meaning as given in Section 2.5 of the General Section;
“Passthru Payments”	Has the meaning as given in Section 10.8 of the General Section;
“Performance Participation Allocation”	Has the meaning as given in Section 5.2 of the General Section;
“Permitted U.S. Person”	An investor who represents and warrants in its application form that it is: (i) an “accredited investor” as such term is defined in Regulation D promulgated under the Securities Act, and the rules, regulations and interpretations thereunder; and (ii) a “qualified purchaser” as such term is defined in section 2(a)(51) of the Investment Company Act; provided, that the AIFM may admit other investors as “Permitted U.S. Persons” in its sole discretion;
“Personal Data”	Has the meaning as given in Section 10.3 of the General Section;
“Plan”	Has the meaning as given in Section 10.7 of the General Section;
“Plan Asset Regulations”	Has the meaning as given in Section 10.7 of the General Section;
“Portfolio Management Agreement”	With respect to each Sub-Fund having a Portfolio Manager, the portfolio management agreement entered among the AIFM, the relevant Portfolio Manager and CIP GET Feeder (as amended, restated or supplemented from time to time);
“Portfolio Manager”	Has the meaning as given in Section 7.3 of the General Section;
“Privacy Notice”	Has the meaning as given in Section 10.3 of the General Section;
“Prohibited Person”	Has the meaning as given in Section 3.1 of the General Section;

“Prospectus”	This confidential prospectus (including the “ <i>Important Information</i> ” Section, the General Section, the Annex(es) and Appendixes), as it may be amended, restated and/or supplemented from time to time. For the avoidance of doubt, this Prospectus shall constitute a prospectus within the meaning of the 2010 Law;
“Qualifying Activities”	Has the meaning as given in Section 11 of the General Section;
“RBO”	Has the meaning as given in Section 10.2 of the General Section;
“RBO Law”	Has the meaning as given in Section 10.2 of the General Section;
“RCS”	Has the meaning as given in Section 1.2 of the General Section;
“Recipient”	Has the meaning as given in Section 5.2 of the General Section;
“Record Date”	Has the meaning as given in Section 8.2 of the General Section;
“Reference Currency”	Means, (i) in relation to CIP GET Feeder, the currency in which the NAV of CIP GET Feeder is calculated and (ii) in relation to each Sub-Fund and (Sub-)Class, the currency in which the NAV of such Sub-Fund or (Sub-)Class is calculated, as stipulated in the relevant Annex;
“Register”	Has the meaning as given in Section 3.2 of the General Section;
“Related Individuals”	Has the meaning as given in Section 7.5 of the General Section;
“Reportable Persons”	Has the meaning as given in Section 10.9 of the General Section;
“Retail Investor”	Has the meaning as given in Section 13.1 of the General Section;
“RTS”	Has the meaning as given in Section 14.4 of the General Section;
“SA”	A Luxembourg public limited liability company (<i>société anonyme</i>);
“Sanctions”	Has the meaning as given in Section 10.4 of the General Section;
“Schedule”	A schedule to an Annex;
“SDR”	Has the meaning as given in Section 14.4 of the General Section;
“Section”	A section of this Prospectus;
“Series”	Has the meaning as given in Section 3.3 of the General Section;
“Servicing Fee”	Has the meaning as given in Section 5.4 of the General Section;
“SFDR”	The EU regulation on sustainability-related disclosures in the financial services sector (Regulation (EU) 2019/2088), as amended;
“Shareholders”	A holder of Shares;
“Shares”	All shares (<i>actions</i>) issued by CIP GET Feeder from time to time, representing the total outstanding share capital;
“SICAV”	An investment company with variable capital (<i>société d’investissement à capital variable</i>);
“Similar Laws”	Has the meaning as given in Section 10.7 of the General Section;

“Special General Meeting Resolution”	A resolution adopted in accordance with the quorum and majority requirements provided by the 1915 Law to amend the Articles;
“Sponsor”	As the context or applicable law requires, individually and collectively, CIP and any relevant Portfolio Manager appointed in relation to a Sub-Fund;
“Standard”	Standard for Automatic Exchange of Financial Account Information in Tax Matters;
“Steering Group”	Has the meaning as given in Section 7.2 of the General Section;
“Sub-Class”	Has the meaning as given in Section 3.2 of the General Section;
“Sub-Fund”	Has the meaning as given in Section “ <i>Important Information</i> ” of the General Section;
“Sub-Fund Prospectus”	Has the meaning as given in Section 1.2 of the General Section;
“Subscription Cut-off Time”	Means the deadline for the submission of subscription requests in respect of a Subscription Date, as specified for each Sub-Fund in the Annex;
“Subscription Date”	Means any day, as specified for each Sub-Fund in the relevant Annex, on which subscription requests received before the applicable Subscription Cut-off Time may be accepted by the Board of Directors;
“Subscription Fee”	Has the meaning as given in Section 5.3 of the General Section;
“Target Fund”	Means any UCI, collective investment scheme and/or similar pooled investment vehicle (whether regulated or unregulated and whether based in Luxembourg or abroad) in which a Sub-Fund holds, directly or indirectly, an Investment;
“Target Sub-Fund”	Has the meaning as given in Section 2.9 of the General Section;
“Tax Information”	Has the meaning as given in Section 10.12 of the General Section;
“Tax Reporting Regimes”	Has the meaning as given in Section 10.12 of the General Section;
“Taxonomy Regulation”	Has the meaning as given in Section 14.4 of the General Section;
“Transferee”	Has the meaning as given in Section 3.7 of the General Section;
“Transferring Investor”	Has the meaning as given in Section 3.7 of the General Section;
“UCI”	Means a Luxembourg undertaking for collective investment subject to the act of 23 July 2016 on reserved alternative investment funds, the act of 15 June 2004 on the investment company in risk capital, the act of 13 February 2007 on specialised investment funds or the act of 17 December 2010 relating to undertakings for collective investment, each as amended;
“UK”	The United Kingdom;
“UK GDPR”	Has the meaning as given in Section 10.3 of the General Section;
“United States” or “U.S.”	The United States of America, its territories and possessions, any state thereof and the District of Columbia;
“Unshell Proposal”	Has the meaning as given in Section 14.4 of the General Section;

“Valuation Date”	Such day as is specified in each Annex as of which the assets of the relevant Sub-Fund (and Class) will be valued for the purpose of determining the relevant NAV;
“Valuation Policy”	Has the meaning as given in Section 4.1 of the General Section;
“VAT”	(A) Any tax imposed in compliance with the council directive of November 28, 2006 on the common system of value added tax; and (B) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (A), or elsewhere; and
“Withholdable Payments”	Has the meaning as given in Section 10.8 of the General Section.

ANNEX 1 – CIP GLOBAL ENERGY TRANSITION FEEDER – I

Unless otherwise defined therein, capitalised terms used under this Annex 1 shall have the meanings ascribed to them under Section 16 of the General Section.

This Annex is valid only if accompanied by the General Section of the Prospectus, Schedule 1 “*SFDR Annex*”, and Appendix A “*Certain Securities Law Legends*” and constitute with such documents a Sub-Fund Prospectus.

This Annex refers only to the Sub-Fund “*CIP Global Energy Transition Feeder – I*” (“**CIP GET Feeder – I**”).

1. SUMMARY OF TERMS

CIP Global Energy Transition Feeder – I	
<p>The following information is presented as a summary of the principal terms relating to CIP GET Feeder – I. In the event of a conflict between the terms of this summary of terms and the terms of this Annex, the terms of this Annex will prevail. The Fund Documentation should be reviewed carefully. Capitalised terms not otherwise defined herein have the meaning set forth in Section 16 of the General Section or in the other Sections of this Annex.²</p>	
<i>1. Investment Information in relation to CIP GET – I generally</i>	
Portfolio Manager:	N/A – The AIFM will manage CIP GET Feeder – I’s Investments.
Investment Objective and Strategy:	<p>CIP GET – I seeks to generate long term capital appreciation for investors, providing exposure to a broad range of renewable energy assets and businesses by investing in a portfolio of current and future private market Target Funds which are managed, advised and/or operated by, or affiliated with CIP diversified by strategy and maturity (collectively, the “Underlying CIP Strategies”).</p> <p>CIP GET – I may also participate in co-investment opportunities that arise from time to time alongside one or more CIP-managed Target Funds, including the Underlying CIP Strategies (the “CIP Funds”) or direct transactions (together with primaries and secondaries investments in Underlying CIP Strategies, “Private Investments”).</p>
Portfolio Allocation Targets:	<p>Under normal market circumstances, CIP GET – I intends (i) to invest approximately 80% of its assets in Private Investments, including, but not limited to, Investments in CIP’s Flagship Funds, Growth Market Funds, Green Credit Funds, Advanced Bioenergy Funds, Energy Transition Funds, and future investment strategies, and (ii) to hold approximately 20% of its assets in money market funds, cash, cash equivalent as well as into other types of liquid securities (the “Other Securities”), as a means of generating income, facilitating capital deployment and providing a potential source of liquidity.</p> <p>These portfolio allocation targets are applied at the time of investment; later percentage changes caused by a change in the value of CIP GET – I’s assets, including as a result in the change in the value of CIP GET – I’s Investments or due to the issuance and/or redemption of Shares, will not require CIP GET – I to dispose of, or acquire, an Investment.</p> <p>For temporary defensive and/or liquidity management purposes (including, without limitation, to manage future capital calls in relation to Private Investments) and/or in connection with implementing changes in the allocation of assets, CIP GET – I may hold for extended periods of time, directly or indirectly, a substantially higher percentage of Other Securities.</p>

² “CIP GET – I” (as defined below under Section 2.3 of this Annex) is an umbrella investment program operated through several entities (including CIP GET Feeder – I) and the term “CIP GET – I” is used throughout this Summary of Terms to refer to the umbrella program as a whole.

	CIP GET – I’s Investments at any given time may exceed and/or otherwise vary from the allocation targets set out above (including but not limited to during the ramp-up period).
Investment Restrictions:	CIP GET Feeder – I will not at any one time, directly or indirectly, invest and hold more than 20% of its NAV in any single investment, measured at the time of investment; provided that such diversification will generally be assessed on a look-through basis (including, without limitation, in respect of investments held by the Target Funds) and no remedial action will be required if such restriction is exceeded for any reason other than the acquisition of a new Investment (including the exercise of rights attached to an Investment).
Leverage:	CIP GET Feeder – I will not incur indebtedness, directly or indirectly, that would cause the Leverage Ratio (as defined below) to be in excess of 30%. Please refer to Section 5 of this Annex for further details regarding the provisions applicable to leverage.
Ramp Up Period:	The above portfolio allocation targets, investment restrictions and Leverage Limit will not apply during a ramp-up period of up to four (4) years after the initial subscription to CIP GET – I is accepted.
ESG	CIP GET Feeder – I will promote certain environmental and social characteristics in accordance with Article 8 of the SFDR, as further detailed under Schedule 1 to this Annex, and as a result, CIP GET Feeder – I is intended to be classified as an Article 8 financial product for the purposes of the SFDR. Further, CIP GET Feeder – I commits that at least 50% of its Investments will be “sustainable investments” within the meaning Article 2(17) of SFDR.
2. Classes, Subscriptions, Redemptions of CIP GET Feeder – I	
Classes	Please refer to Section 2.1 of this Annex for a description of available (Sub-)Classes.
Lock-up Period and Early Redemption Deduction	<u>Sub-Class X Lock-Up Period</u> : The Sub-Class X Shares are subject to a lock-up period during which they cannot be redeemed and this lock-up period starts on the relevant Subscription Date of such Sub-Class X Shares and ends on the Redemption Date immediately preceding the fifth anniversary of the relevant Subscription Date for such Sub-Class X Shares. <u>Sub-Class Y Shares’ Early Redemption Deduction</u> ³ : Sub-Class Y Shares are subject to a discretionary early redemption deduction of up to 5% of the relevant NAV of the Shares being redeemed if the Redemption Date of the redeemed Shares falls before the twenty-fourth (24 th) month anniversary of the redeeming Shareholder’s Subscription Date for such Shares. The Early Redemption Deduction levied on Class Y Shares will inure indirectly to the benefit of the CIP GET Aggregator – I (and indirectly CIP GET Feeder – I and all other vehicles invested in the CIP GET Aggregator – I, including their respective investors) and may be applied in addition to any Redemption Fee and/or Liquidity Deduction (each as defined and described below), as applicable. Please refer to Section 9.1 of this Annex for further details regarding the provisions applicable to the Lock-Up Period and Early Redemption Deduction.

³ Sub-Class Y Shares subscribed for before 1 January 2026 are subject to distinct legacy terms, as further detailed in Section 9.1 of this Annex below.

Redemption Fee	Shares may be subject to a redemption fee of up to 10% of the relevant NAV of the Shares being redeemed, as further described under Section 9.1 of this Annex.
NAV Calculation and Release Date	<p><u>Valuation Date</u>: The last calendar day of each month.</p> <p><u>NAV Release Date</u>: Generally around twenty (20) Business Days of the relevant Valuation Date.⁴</p>
Subscriptions	<p><u>Subscription Date</u>: The first calendar day of each month.</p> <p>The Shares subscribed with respect to any Subscription Date will be issued at the NAV per Share calculated on the Valuation Date immediately preceding such Subscription Date.</p> <p><u>Subscription Cut-off Time</u>: Subscription requests must be received by the Central Administration by 5 p.m. Central European Time at least:</p> <ul style="list-style-type: none"> • seven (7) Business Days prior to the relevant Subscription Date for prospective investors that are not already Shareholders; or • five (5) Business Days prior to the relevant Subscription Date for existing Shareholders in CIP GET Feeder. <p>The Board of Directors may waive the relevant Subscription Cut-off Time in its sole discretion.</p> <p>Any subscription requests received after the relevant Subscription Cut-off Time relating to a given Subscription Date will be deferred to the next Subscription Date and will be dealt with on the basis of the NAV per Share calculated with respect to such next Subscription Date.</p> <p>Notwithstanding anything else herein, the Board of Directors may accept, delay acceptance or reject subscriptions in its sole discretion, including choosing to reject or delay acceptance of all subscriptions for a given month, which could result in subscriptions being accepted at a deferred Subscription Date. Subscriptions may be accepted from time to time in the Board of Directors' sole discretion.</p> <p>The AIFM and/or the Board of Directors may, but are not obliged to, suspend the determination of NAV and/or offering of Shares in the circumstances detailed under Section 4.4 of the General Section. Any such suspension shall be notified to the Shareholders by the AIFM in such manner as it may deem appropriate.</p> <p>Please refer to Section 8 of this Annex for further details regarding the provisions applicable to subscriptions.</p>
Redemptions:	<p><u>Redemption Date</u>: Redemptions of Shares are expected to be offered on the last calendar day of each calendar quarter at the NAV per Share calculated on the corresponding Valuation Date.</p> <p>Redemption requests received with respect to Shares that are still subject to a Lock-Up Period will be rejected.</p>

⁴ As part of the transition from quarterly subscriptions and quarterly valuations to monthly subscriptions and monthly valuations, the NAV for the 31 December 2025 Valuation Date is expected to be released simultaneously with the NAV for the 31 January 2026 Valuation Date on or around 27 February 2026.

<p><u>Redemption Cut-off Time:</u></p> <p>Redemption requests must be received by the Central Administration by 5 p.m. Central European Time at least forty-five (45) calendar days prior to the relevant Redemption Date (unless waived by the Board of Directors).</p> <p>Any redemption requests received with respect to any given Redemption Date after the relevant Redemption Cut-off Time, will be deferred to the next Redemption Date and will be redeemed at the NAV per Share calculated with respect to such next Redemption Date (unless waived by the Board of Directors).</p> <p><u>Redemption price:</u> The Redemption price per Share of a Class is the NAV per Share of such Class, determined as at the relevant Redemption Date on which the redemption application has been accepted, subject to any Early Redemption Deduction, Redemption Fee and/or Liquidity Deduction, as applicable.</p> <p><u>Settlement Date:</u> Generally within ten (10) calendar days after the NAV Release Date.</p> <p><u>Redemption Limitation:</u> Redemptions across CIP GET – I are generally limited to 5% of the NAV of the CIP GET Aggregator – I per quarter as further detailed under Section 9.10 of this Annex.</p> <p>Redemption requests will be satisfied on a <i>pro rata</i> basis among all redeeming Shareholders up to the Redemption Limitation.</p> <p><u>Additional Redemption Programme:</u> In circumstances where some redemption requests are unsatisfied due to the application of the Redemption Limitation described above, redeeming Shareholders may opt-in to have the unsatisfied portion of their redemption requests redeemed, subject to a Liquidity Deduction to the NAV of the Shares being redeemed.</p> <p><u>Liquidity Deduction:</u> While the Liquidity Deduction is expected to be equal to 10% of the NAV of the Shares being redeemed through the Additional Redemption Programme, the actual Liquidity Deduction rate of the Additional Redemption Programme will depend on various factors described in the main body of the Annex. Accordingly, if the Liquidity Deduction rate applicable to a specific Additional Redemption Programme is higher than 10%, the Board of Directors will inform the participating Shareholders in due course and these participating Shareholders will have the right to cancel their participation to such Additional Redemption Programme. The Board of Directors may, in its sole discretion, decide whether to accept redemptions requests under the Additional Redemption Programme in part or in whole. The Liquidity Deduction will inure either (a) indirectly to the benefit of the CIP GET Aggregator – I (and indirectly CIP GET Feeder – I and all other vehicles invested in the CIP GET Aggregator – I, including their respective investors) or (b) to the benefit of the relevant Liquidity Provider (as defined below), as further described below.</p> <p>Redemption requests under the Additional Redemption Programme will be satisfied on a <i>pro rata</i> basis among those Shareholders who have opted-in to the Additional Redemption Programme up to the available liquidity.</p> <p><u>Suspension of the redemption programme:</u> The AIFM and/or the Board of Directors may, but are not obliged to, suspend the redemption programme where circumstances so require and provided the suspension is justified having regard to the interests of Shareholders as further set out under Section 9.12 of this Annex.</p> <p>Please refer to Sections 9 and 10 of this Annex for further details regarding the provisions applicable to redemptions.</p>

Suspension of Subscription, Redemption and NAV Calculation:	The AIFM and/or the Board of Directors may suspend the determination of the NAV and hence the issuance, the redemption and the conversion of Shares in the circumstances described under Section 4.4 of the General Section.								
<i>3. Fees and Expenses of CIP GET Feeder – I</i>									
Subscription Fee:	Certain Intermediaries through which a Shareholder (or an underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) was placed in CIP GET Feeder – I may charge such Shareholder (or such underlying investor where the Shareholder subscribed to the Shares on its behalf and/or for its benefit) Subscription Fees on Shares sold in the offering.								
Management Fee:	<p>The Management Fee payable in respect of each Class will be as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Class</th> <th style="text-align: center;">Management Fee⁵</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Sub-Class Y (except Class C Shares)</td> <td style="text-align: center;">Up to 1.25% of the NAV p.a.</td> </tr> <tr> <td style="text-align: center;">Sub-Class X</td> <td style="text-align: center;">Up to the lesser of: (i) 0.95% of the Adjusted NAV p.a.; and (ii) 1.25% of the NAV p.a.</td> </tr> <tr> <td style="text-align: center;">Class C Shares</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> <p><i>Adjusted NAV:</i> The greater of: (i) CIP GET Feeder – I’s NAV, attributable to the relevant Class, and (ii) CIP GET Feeder – I’s NAV, less cash and cash equivalents but plus the total of all capital commitments made by CIP GET Feeder – I (through CIP GET Master – I) to Underlying CIP Strategies but not yet drawn for investment, attributable to the relevant Class.</p> <p>Management fees paid to CIP by Underlying CIP Strategies in respect of CIP GET Feeder – I’s direct or indirect investment in such Underlying CIP Strategies will reduce the Management Fee Euro-per-Euro; <i>provided</i> that the Management Fee, shall at no time be less than zero. Where such Management Fee is denominated in a currency other than the Reference Currency of CIP GET Feeder – I, any management fee amount accrued and payable by CIP GET Feeder – I will be converted into the Reference Currency of CIP GET Feeder – I in accordance with Section 4.5 of the General Section for the purpose of calculating this offset.</p>	Class	Management Fee ⁵	Sub-Class Y (except Class C Shares)	Up to 1.25% of the NAV p.a.	Sub-Class X	Up to the lesser of: (i) 0.95% of the Adjusted NAV p.a.; and (ii) 1.25% of the NAV p.a.	Class C Shares	N/A
Class	Management Fee ⁵								
Sub-Class Y (except Class C Shares)	Up to 1.25% of the NAV p.a.								
Sub-Class X	Up to the lesser of: (i) 0.95% of the Adjusted NAV p.a.; and (ii) 1.25% of the NAV p.a.								
Class C Shares	N/A								
Performance Participation Allocation:	N/A								
Co-Investments Fees:	<p>Where CIP GET – I makes a Co-Investment alongside a CIP Fund, in respect of such co-investment, CIP GET – I (and indirectly CIP GET Feeder – I) will be required to bear its proportion of fees, costs and expenses associated with such co-investment (including ongoing operating costs of any vehicles through which such co-investment is held).</p> <p>Furthermore, a description of the carried interest (or equivalent) applicable to CIP GET – I in respect of Co-Investments is included under Section 13.2 of this Annex.</p>								
Servicing Fee:	The Servicing Fees payable in respect of the following Classes will be as follows:								

⁵ With effect from 1 January 2026.

	Class	Servicing Fees
	Class A Shares	Up to 0.85% of NAV p.a.
	Class I and Class C Shares	N/A
	<p>The Servicing Fee is allocated to one or more Intermediaries (as applicable) through which a Shareholder and/or an underlying investor was placed, directly or indirectly, in CIP GET Feeder – I, in each case as determined by the Board of Directors in its sole discretion. Any amounts allocated in accordance with the foregoing sentence will compensate such Intermediary for any placement, reporting, administrative and/or other services provided to an underlying investor by such Intermediary. The receipt of the Servicing Fee will result in a conflict of interest for such Intermediary involved in placing a Shareholder and/or underlying investor into any Sub-Fund.</p>	
Organisational and Offering Expenses	<p>A description of CIP GET Feeder – I’s Organisational and Offering Expenses is included under Section 5.5 of the General Section.</p> <p>The AIFM has agreed to advance all of the Organisational and Offering Expenses attributable to CIP GET Feeder (including CIP GET Feeder – I), as further described under Section 5.5 of the General Section.</p>	
Operating Expenses	<p>A description of CIP GET Feeder – I’s Operating Expenses is included under Section 5.6 of the General Section.</p> <p>The AIFM may, at its discretion, advance all or portion of the Operating Expenses to be borne by CIP GET Feeder – I, as further described under Section 5.6 of the General Section.</p>	

2. CLASS INFORMATION

2.1 Available (Sub-)Classes

CIP GET Feeder – I may issue, subject to the terms of this Prospectus (including this Annex) and the Articles, the following (Sub-)Classes to Eligible Investors, subject to the conditions set out below. For the avoidance of doubt, the Board of Directors may decide at any time, at its entire discretion, to stop the offering of one or more (Sub-)Class(es) for a limited or unlimited period of time.

	Class A_{Y1} Shares	Class A_{Y2} Shares	Class L_{Y1} Shares	Class L_{Y2} Shares	Class I_Y Shares	Class C_Y Shares	Class I_X Shares
Sub-Classes available	Class A _{Y1} (Acc) Shares Class A _{Y1} (Dist) Shares	Class A _{Y2} (Acc) Shares Class A _{Y2} (Dist) Shares	Class L _{Y1} (Acc) Shares Class L _{Y1} (Dist) Shares	Class L _{Y2} (Acc) Shares Class L _{Y2} (Dist) Shares	Class I _Y (Acc) Shares Class I _Y (Dist) Shares	Class C _Y (Acc) Shares	Class I _X (Acc) Shares Class I _X (Dist) Shares
Eligibility requirements	Investors located in jurisdictions that permit payment of servicing or similar fees	Investors located in jurisdictions that permit payment of servicing or similar fees selected by the AIFM in its discretion	Investors located in jurisdictions that permit payment of servicing or similar fees	Investors located in jurisdictions that permit payment of servicing or similar fees selected by the AIFM in its discretion	Investors located in jurisdictions that permit payment of servicing or similar fees selected by the AIFM in its discretion	CIP Personnel	Investors selected by the AIFM in its discretion
Issuance in Series	Each Sub-Class may be issued as a non-Series Sub-Class and as a Series Sub-Class						
Reference Currency	Each Sub-Class may be issued as EUR or such other currency as is approved by the Board of Directors from time to time						
Class Launch Date	1 October 2024						
Initial Subscription Price⁶	100 per Share						
Minimum Subscription Amount⁷	25,000.-	250,000.-	25,000.-	250,000.-	25,000.-	25,000.-	10 million
Minimum Subsequent Subscription Amount	10,000.-	10,000.-	10,000.-	10,000.-	10,000.-	10,000.-	100,000.-
Minimum Holding Amount⁸	1,250.-	1,250.-	1,250.-	1,250.-	1,250.-	1,250.-	1,250.-
Minimum Subsequent Subscription Amount	10,000.-	10,000.-	10,000.-	10,000.-	10,000.-	10,000.-	100,000.-
Lock-Up Period⁹	N/A						60 months from the relevant Subscription Date
Early Redemption Deduction¹⁰	Up to 5% of the Shares redeemed within 24 months of the their relevant Subscription Date.						N/A

⁶ The Initial Subscription Price excludes any Subscription Fees that may be payable by a subscriber to its relevant Intermediary.

⁷ The Minimum Subscription Amounts are subject, in each case, to such higher Minimum Subscription Amounts as required for a Shareholder to be an Eligible Investor under applicable law, as provided in the application document. Furthermore, certain Intermediaries may apply higher minimums at their discretion. The Minimum Subscription Amount may be waived in the Board of Directors' sole discretion.

⁸ The Minimum Holding Amount may be waived in the AIFM's sole discretion.

⁹ Please refer to Section 9.1 of this Annex below for details on the Lock-Up Periods.

¹⁰ Please refer to Section 9.1 of this Annex below for details on the Early Redemption Deduction. Sub-Class Y Shares subscribed for before 1 January 2026 are subject to distinct legacy terms as detailed under Section 9.1 of this Annex.

	Class A _{Y1} Shares	Class A _{Y2} Shares	Class L _{Y1} Shares	Class L _{Y2} Shares	Class I _Y Shares	Class C _Y Shares	Class I _X Shares
Management Fee rate¹¹	Up to 1.25% of the NAV p.a.					N/A	Up to the lesser of: (i) 0.95% of the Adjusted NAV p.a.; and (ii) 1.25% of the NAV p.a.
Servicing Fee	Up to 0.85% of the NAV p.a.				N/A		
Performance Participation Allocation¹²	N/A						

The Board of Directors may, at any time, create additional Classes and Sub-Classes within each Sub-Fund whose features may differ from the existing Classes and Sub-Classes described above, as further described under Section 3.2 of the General Section. The activation of additional Sub-Classes will be notified to the CSSF. The complete list of available Classes and Sub-Classes will be available online at: www.get.cip.com, as well as at the registered office of CIP GET Feeder – I. The creation of new Classes requires a prior update to the Prospectus but for the avoidance of doubt, the creation of Sub-Classes does not require a prior update to the Prospectus, and the list of Sub-Classes will be updated when a new version of the Prospectus takes effect and therefore the information of Sub-Classes does not necessarily reflect the current status after the date stated on the front cover of the Prospectus.

Sub-Class I_X (Acc) and Sub-Class I_X (Dist) are referred to as “**Sub-Class X**”.

Sub-Class A_{Y1} (Acc), Sub-Class A_{Y1} (Dist), Sub-Class A_{Y2} (Acc), Sub-Class A_{Y2} (Dist), Sub-Class I_Y (Acc), Sub-Class I_Y (Dist), Sub-Class C_Y (Acc), Sub-Class L_{Y1} (Acc), Sub-Class L_{Y1} (Dist), Sub-Class L_{Y2} (Acc) and Sub-Class L_{Y2} (Dist) are referred to as “**Sub-Class Y**”.

Sub-Classes X and Y Shares will be offered for initial and follow-on investment to Eligible Investors, subject to the conditions set out above, as from the Initial Subscription Date.

The Class I_X and Class I_Y (the “**Class I**”) Shares are generally available to Eligible Investors who have account-based fee arrangements, known as advisory/wrap accounts, discretionary managed accounts, or comparable fee arrangements with their Intermediary. Class I Shares may also be available to investors in markets with legal prohibition on payments of shareholder servicing and similar fees (such as EU Intermediaries who may under regulatory requirements be restricted from accepting a servicing, placement or other similar fee due to the nature of the mandate between the EU Intermediary and its client), and other categories of investors as determined by the Board of Directors in its sole discretion. Class I Shares will not be subject to payment of any Servicing Fees.

Class A_{Y1} and Class A_{Y2} Shares (“**Class A**”) are available to all other Eligible Investors.

Class C_Y Shares are generally reserved for CIP Personnel.

It is intended for Class L_{Y1} and Class L_{Y2} Shares (“**Class L**”) to be listed on the Luxembourg Stock Exchange. Class L Shares are generally available to investors who the AIFM has determined in its sole discretion may subscribe to and/or hold such Shares, for example, because such investors have a specific characteristic or are subject to a specific law or regulation which the AIFM deems would make other Classes unsuitable for such investors. Please see Section 14.2 of the General Section under the sub-heading “*Listed Share Risk*” for further detail on the risks attached to this particular Class.

¹¹ With effect from 1 January 2026.

¹² Please refer to Sections 13.1 and 13.2 of this Annex below for details on the fees payable by CIP GEF Feeder - I in relation to its investments into Underlying CIP Strategies and in connection with Co-Investments.

Notwithstanding the conditions set out above, the Board of Directors shall have full discretion to allocate the subscription of any investor to CIP GET Feeder – I to any (Sub-)Class in order to take into account, inter alia, the existing subscribed amounts of such investor in a Parallel Entity to CIP GET Feeder – I.

Sub-Class I_Y (Acc), Sub-Class A_{Y1} (Acc), Sub-Class A_{Y2} (Acc), Sub-Class L_{Y1} (Acc), Sub-Class L_{Y2} (Acc), Sub-Class I_X (Acc) and Sub-Class C_Y (Acc) are Accumulation Classes. Prospective investors and Shareholders should refer to Section 6 of the General Section for additional details on the rights attached to Accumulation Class and to Section 15 of this Annex which sets out the distribution policy of CIP GET Feeder – I.

Sub-Class I_Y (Dist), Sub-Class A_{Y1} (Dist), Sub-Class A_{Y2} (Dist), Sub-Class L_{Y1} (Dist), Sub-Class L_{Y2} (Dist) and Sub-Class I_X (Dist) are Distribution Classes. Prospective investors and Shareholders should refer to Section 6 of the General Section for additional details on the rights attached to Distribution Class and to Section 15 of this Annex who sets out the distribution policy of CIP GET Feeder – I.

If an investor does not indicate in its application form (in case of an initial subscription to CIP GET Feeder – I) or written subscription request (in case of a subsequent subscription to CIP GET Feeder – I), as appropriate, whether it is subscribing for Accumulation Class or Distribution Class of a particular Sub-Class, the prospective investor's subscription will be for the Accumulation Class of such Sub-Class.

Except as otherwise described in this Annex, the terms of each Sub-Class are identical. For the avoidance of doubt, nothing shall prevent the Board of Directors agreeing to additional restrictions (including more stringent liquidity terms) with one or more prospective investors in connection with such prospective investor's investment into CIP GET Feeder – I.

2.2 Currency Hedging

The Board of Directors may create (Sub-)Classes having a different Reference Currency than CIP GET Feeder – I's Reference Currency. With respect to any such (Sub-)Class, CIP GET Feeder – I (directly or indirectly through the mechanisms outlined herein) may or may not hedge currency risks, either partially or fully, whether systematically or on an *ad hoc* basis, and has no obligation to hedge at all.

If any currency hedging is undertaken, in the interest of one or more hedged Classes, investors should note that the various Classes do not constitute separate portfolios of assets and liabilities. Accordingly, while the gains and losses on the hedging transactions and the expenses of the hedging programme will be allocated to the hedged Classes only, CIP GET Feeder – I, as a whole (including the non-hedged Classes), may be liable for obligations in connection with currency hedges in favour of a specific Class and/or Investments. Furthermore, CIP GET Feeder – I may also be liable for similar obligations in connection with currency hedges entered into with respect to CIP GET Master – I, any other Parallel Entity, CIP GET Aggregator – I and/or any Investments.

In connection with this Section 2.2, CIP GET Feeder – I, CIP GET Master – I, any other Parallel Entity and/or the CIP GET Aggregator – I may grant any guarantee and/or security interests in accordance with Section 2.8 of the General Section. Additionally, CIP GET Feeder – I, CIP GET Master – I, any other Parallel Entity and/or the CIP GET Aggregator – I may enter into any financing facilities in connection with the hedging programme.

3. INVESTMENT INFORMATION OF CIP GET FEEDER – I

3.1 Reference Currency

The Reference Currency of CIP GET Feeder – I is the EUR.

The Reference Currency of each Class (and each Sub-Class) issued by CIP GET Feeder – I is set out under Section 2.1 of this Annex.

3.2 Structure of Investments

CIP GET Feeder – I aims to achieve its investment objective described below by investing as a feeder fund all or substantially all of its assets through CIP Global Energy Transition Master – I, a Master Sub-Fund (“**CIP GET Master – I**”). CIP GET Master – I will invest all or substantially all of its assets through an Aggregator, CIP Global Energy Transition Aggregator – I, a Luxembourg special limited partnership (*société en commandite spéciale*) (the “**CIP GET Aggregator – I**”).

The CIP GET Aggregator – I may hold Investments directly or through one or more Intermediate Vehicles.

If it considers it appropriate for any legal, tax, regulatory, accounting, compliance, structuring or other considerations, the Board of Directors, the AIFM and/or any of its affiliates, as appropriate, may, in its sole discretion, establish and introduce one or more Intermediate Vehicles through which CIP GET Feeder – I, CIP GET Master – I and/or any Parallel Entities shall invest in the CIP GET Aggregator – I.

3.3 Parallel Entities

If it considers it appropriate for any legal, tax, regulatory, accounting compliance, structuring or other considerations of CIP GET Feeder – I, CIP GET Master – I or of certain current or prospective Shareholders, the AIFM, or any of its affiliates may, in its sole discretion, establish one or more Parallel Entities (CIP GET Feeder – I, CIP GET Master – I, the CIP GET Aggregator – I and any Parallel Entities are together referred to as “**CIP GET – I**”).

The costs and expenses associated with the organisation and operation of any Parallel Entity may be apportioned to, and borne solely by, the investors participating in such Parallel Entity or be allocated among CIP GET Feeder – I, CIP GET Master – I, the CIP GET Aggregator – I and any Parallel Entities as determined by the AIFM in its reasonable discretion. Investors should note that, as a result of the legal, tax, regulatory, accounting, compliance, structuring or other considerations mentioned above, the terms of such Parallel Entities may differ substantially from the terms of CIP GET Feeder – I. In particular, such differences may cause Parallel Entities to subscribe at, or have their shares, units and/or interests, as applicable, redeemed at, a different NAV per interest in the CIP GET Aggregator – I than CIP GET Feeder – I.

3.4 Warehousing

CIP and/or one or more strategic partners have acquired a certain number of primary and secondary participations in Underlying CIP Strategies before the Initial Subscription Date and expect to acquire, from time to time, further primary and secondary participations in Underlying CIP Strategies as well as participation in selected Co-Investments after the Initial Subscription Date (any such Investment, a “**Warehoused Investment**”). CIP and/or one or more strategic partners (as applicable) will transfer these Warehoused Investments to CIP GET – I in one or more transfers and subject to CIP GET – I having sufficient funds and subject to compliance with the investment restrictions of CIP GET – I. Each Warehoused Investment transferred to CIP GET – I will be transferred in compliance with procedures put in place to mitigate conflicts of interest and other related concerns, which shall include, among other things, approval by the independent directors of the Board of Directors.

CIP and/or one or more strategic partners (as applicable) may cause these transfers to be made (a) at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer, notwithstanding that the fair market value of any such Investments (including any Warehoused Investment) may have declined below or increased above cost from the date of acquisition to the time of such transfer and/or (b) at the prevailing net asset value of such Warehoused Investments (as determined by the relevant Underlying CIP Strategies) or the prevailing net asset value of such Warehoused Investments (as determined by the relevant Underlying CIP

Strategies) subject to a discount or premium, as applicable notwithstanding that the fair market value of any such Warehoused Investment may have declined below or increased above cost or prevailing net asset value (subject to the relevant discount or premium, as applicable) from the date of acquisition to the time of such transfer and/or (c) any other methodology to price such transfer of Warehoused Investments (including the fair market value of such Warehoused Investment at the time of transfer). There can be no assurance that the Warehoused Investments will be successful or that CIP GET – I will be able to source comparable additional investments. Please refer to Section 17 of this Annex under sub-section headed “Warehousing” for further details on Warehoused Investments.

3.5 ESG – SFDR classification

CIP GET Feeder – I will promote certain environmental and social characteristics in accordance with Article 8 of the SFDR, as further detailed under Schedule 1 to this Annex, and as a result, CIP GET Feeder – I is intended to be classified as an Article 8 financial product for the purposes of the SFDR.

Further, CIP GET Feeder – I commits that at least 50% of its Investments will be “sustainable investments” within the meaning of Article 2(17) of SFDR.

4. INVESTMENT OBJECTIVE AND PORTFOLIO ALLOCATION TARGETS

4.1 Investment objective and strategy of CIP GET – I

CIP GET – I seeks to generate long term capital appreciation for investors, providing exposure to a broad range of renewable energy assets and businesses by investing in a portfolio of current and future Underlying CIP Strategies.

CIP GET – I may also participate in co-investment opportunities that arise from time to time alongside one or more CIP Funds.

The AIFM cannot assure Shareholders and prospective investors that CIP GET – I will achieve its investment objectives and strategy. Please refer to Section 14 of the General Section and Section 17 of this Annex for additional details on the risks associated with an investment in CIP GET – I.

4.2 Portfolio allocation targets

Under normal market circumstances, CIP GET – I intends (i) to invest approximately 80% of its assets in Private Investments, including, but not limited to, Investments in CIP’s Flagship Funds, Growth Market Funds, Green Credit Funds, Advanced Bioenergy Funds, Energy Transition Funds, and future investment strategies, and (ii) to hold approximately 20% of its assets in Other Securities, as a means of generating income, facilitating capital deployment and providing a potential source of liquidity.

These portfolio allocation targets are applied at the time of investment; later percentage changes caused by a change in the value of CIP GET – I’s assets, including as a result in the change in the value of CIP GET – I’s Investments or due to the issuance or redemption of Shares, of interests in the CIP GET Master – I and/or in the CIP GET Aggregator – I (including due to issuance to, or redemption from, Parallel Entities), will not require CIP GET – I to dispose of, or acquire, an Investment.

For temporary defensive purposes, liquidity management purposes (including, without limitation, to manage future capital calls in relation to Private Investments) and/or in connection with implementing changes in the allocation of assets, CIP GET – I may hold for extended periods of time, directly or indirectly, a substantially higher percentage of Other Securities.

CIP GET – I’s Investments at any given time may exceed and/or otherwise vary from the allocation targets set out above (including but not limited to during the ramp-up period).

5. INVESTMENT RESTRICTIONS, LEVERAGE LIMIT AND RAMP-UP PERIOD

5.1 Investment Restrictions

CIP GET Feeder – I will not at any one time, directly or indirectly, invest and hold more than 20% of its NAV in any single investment, measured at the time of investment; provided that such diversification will generally be assessed on a look-through basis (including, without limitation, in respect of investments held by the Target Funds) and no remedial action will be required if such restriction is exceeded for any reason other than the acquisition of a new Investment (including the exercise of rights attached to an Investment).

For the avoidance of doubt, this restriction shall not apply to investments in interests rate and/or FX financial derivative instruments.

The Board of Directors and the AIFM will oversee that the portfolio of Target Funds presents appropriate liquidity features to enable CIP GET Feeder – I to meet its obligations to redeem its Shares.

5.2 Leverage Limit

Purpose

CIP GET Feeder – I may directly or indirectly utilise leverage, incur indebtedness and provide other credit support for any purpose, including, without limitation, to fund all or a portion of the capital necessary for an Investment to enhance returns and/or providing liquidity, including to pay costs and expenses, to fund all or a portion of the capital necessary for an Investment and/or to enhance returns. CIP GET Feeder – I may incur leverage through a number of sources, including but not limited to, credit and other borrowings provided by financial institutions or other credit providers, as well as through financial and other instruments.

Leverage Limit

CIP GET Feeder – I will not incur indebtedness, directly or indirectly, that would cause the Leverage Ratio to be in excess of 30% (the “**Leverage Limit**”) subject to the below; provided, that no remedial action will be required if the Leverage Limit is exceeded for any reason other than the incurrence of an increase in indebtedness (including the exercise of rights attached to an Investment).

“**Leverage Ratio**” means, on any date of incurrence of any such indebtedness, the quotient obtained by dividing (i) Aggregated Net Debt by (ii) Total Assets (each term as defined below).

“**Aggregated Net Debt**” means (i) the aggregate amount of recourse indebtedness for borrowed money (e.g., bank debt) of CIP GET Feeder – I minus (ii) cash and cash equivalents of CIP GET Feeder – I minus, without duplication, (iii) cash used in connection with funding a deposit in advance of the closing of an Investment and working capital advances.

For the avoidance of doubt, such restrictions on borrowing will not apply to (i) any borrowings applied at the Investment level; (ii) guarantees given other than in connection with financial indebtedness (guarantees related to foreign exchange contracts shall not be deemed to be in connection with financial indebtedness); (iii) deferred consideration, instalment loans, seller financings or other arrangements with a seller or its affiliates with respect to the payment of the purchase price of an Investment in connection with the acquisition of such Investment; (iv) borrowing entered into by or in relation to an Underlying CIP Strategy in order to finance capital contributions on CIP GET – I’s behalf (i.e. a subscription facility put in place with respect to such Underlying CIP Strategy), where applicable; (v) any liabilities of CIP GET Feeder – I created by unrealised losses on currency hedging contracts; or (vi) other related liabilities that are not recourse indebtedness for borrowed money of CIP GET Feeder – I.

“**Total Assets**” means the month-end values of Investments (including Other Securities), in addition to the value of any other assets (such as cash on hand).

The Leverage Limit may be exceeded on a temporary basis to satisfy short-term liquidity needs, refinance existing borrowings or for other obligations. For the avoidance of doubt, the Leverage Limit does not apply to indebtedness

at the Investment level, guarantees of indebtedness, or other related liabilities that are not recourse indebtedness for borrowed money of CIP GET Feeder – I.

CIP GET Feeder – I may, but is not obliged to, engage in hedging transactions for the purpose of efficient portfolio management or for hedging purposes. The AIFM may implement a hedging policy of CIP GET Feeder – I and review and update it from time to time depending on movements and projected movements of the relevant currencies and interest rates and the availability of cost-effective hedging instruments for CIP GET Feeder – I at the relevant time.

Please also refer to Section 14: “*Risk Factors, Potential Conflicts of Interest and Other Considerations — Availability and Effects of Financial Indebtedness*” of the General Section and Section 17: “*Risk Factors and Other Considerations — Leverage of Individual Investments*” of this Annex.

5.3 Ramp-Up Period

The portfolio allocation targets, the investment restrictions and the Leverage Limit will apply by the fourth anniversary of the Initial Subscription Date.

6. VALUATION OF INVESTMENTS IN UNDERLYING CIP STRATEGIES

Shares, interests and/or units in Underlying CIP Strategies are generally valued based on the latest net asset value reported or provided by such Underlying CIP Strategies.

It is anticipated that the valuation information with respect to Underlying CIP Strategies will generally not be available until forty-five (45) calendar days or more after each quarter-end, especially pending receipt of audited financial information. Accordingly, if the latest valuation information with respect to such Underlying CIP Strategies is not available at the time of the relevant Valuation Date, the value of these Underlying CIP Strategies may be adjusted by the Central Administration under the oversight of the AIFM pursuant to CIP GET Feeder – I’s valuation procedures to estimate a fair value, as described in Section 4.5 the General Section.

In making a fair valuation determination of these Underlying CIP Strategies, the AIFM will consider whether it is appropriate, in light of all relevant circumstances, to value such Underlying CIP Strategies at the most recent reported value by the relevant Underlying CIP Strategy’s manager or whether to adjust the value of such Underlying CIP Strategies to reflect a premium or discount in the Sub-Fund’s NAV (i.e., adjusted net asset value of a Underlying CIP Strategy). In order to determine the adjusted net asset value of Underlying CIP Strategies, the AIFM, will make assumptions that are based on market conditions existing at the relevant Valuation Date. In this context, key inputs and assumptions include, but are not limited to, reported net asset values, capital calls, distributions, significant market dislocations and significant subsequent events.

Prospective investors should be aware that there can be no assurance that the valuation of interests, shares and/or units in Underlying CIP Strategies as determined under the procedures described above will in all cases be accurate, especially to the extent CIP GET Feeder – I and the AIFM may not have access to all necessary financial and other information relating to such Underlying CIP Strategies to determine independently the net asset value of CIP GET Feeder – I’s interests in those Underlying CIP Strategies. As a consequences, the results of the fair valuation of Underlying CIP Strategies whose market value is not readily ascertainable will be based upon the AIFM’s assessment of the fair value of such Underlying CIP Strategies and their issuers and, therefore, are the result of the AIFM’s interpretation. The Central Administration will calculate the net asset value of these Underlying CIP Strategies based on the AIFM’s assessment of such fair value.

For the avoidance of doubt, Underlying CIP Strategies will be subject to a new valuation determination on each relevant Valuation Date as per the process described in Section 4.5 of the General Section.

7. VALUATION DATE AND NAV RELEASE DATE

Valuation Date: The last calendar day of each month, unless the NAV calculation of CIP GET Feeder – I and/or any (Sub-)Class has been suspended in accordance with the provisions of Section 4.4 of the General Section.

NAV Release Date: Generally around twenty (20) Business Days of the relevant Valuation Date.¹³

The timing of the Valuation Dates and/or the NAV Release Dates may be modified from time to time by the Board of Directors in its sole discretion.

¹³ As part of the transition from quarterly subscriptions and quarterly valuations to monthly subscriptions and monthly valuations, the NAV for the 31 December 2025 Valuation Date is expected to be released simultaneously with the NAV for the 31 January 2026 Valuation Date on or around 27 February 2026.

8. SUBSCRIPTIONS FOR SHARES

8.1 General information on the Shares

Shares in CIP GET Feeder – I are reserved for subscription by Eligible Investors.

Shareholders may subscribe to CIP GET Feeder – I directly or *via* Intermediaries or omnibus accounts. For the avoidance of doubt, investments made by an Intermediary on behalf of its underlying clients will not be aggregated in order to determine the investor's eligibility for a specific Class or the application of the Minimum Initial Subscription Amount, Minimum Subsequent Subscription Amount and/or the Minimum Holding Amount (where applicable).

CIP GET Feeder – I will be offered primarily through Intermediaries, which generally have client net worth thresholds and other requirements. Accordingly, CIP GET Feeder – I is intended primarily for investors with such Intermediary relationships.

Prospective investors should consult with their Intermediary to discuss potential eligibility and suitability to invest in CIP GET Feeder – I and such Intermediary will provide investment advice, where appropriate, on the suitability of the investment and the verification of such investor's satisfaction of the relevant eligibility requirements.

The timing of the Subscription Dates and/or the relevant Subscription Cut-off Time may be modified from time to time by the Board of Directors in its sole discretion.

8.2 Initial Subscription Date and ongoing subscription of Shares

Initial Subscription Date and Class Launch Date

The Initial Subscription Date of CIP GET Feeder – I was 1 October 2024. The intended or actual Class Launch Date for any new (Sub-)Class that may be set-up from time to time will be set out in the Prospectus and/or on CIP GET Feeder – I's website.

The AIFM and/or the Board of Directors may postpone the Initial Subscription Date with respect to all such (Sub-)Classes or, with respect to one or more (Sub-)Class, postpone the relevant Class Launch Date at its entire discretion and the affected subscribers will be informed of the new Initial Subscription Date and/or Class Launch Date accordingly.

Shares subscribed for on the Initial Subscription Date or the Class Launch Date, as applicable, will be issued at the Initial Subscription Price (plus any Subscription Fees, as applicable), as set out above under Section 2.1 of this Annex.

Ongoing subscriptions

After the Initial Subscription Date or Class Launch Date, CIP GET Feeder – I may offer Shares of any Class on the first calendar day of each calendar month (each, a "**Subscription Date**") at the NAV per Share calculated on the Valuation Date immediately preceding such Subscription Date (plus any Subscription Fees, as applicable).

The Board of Directors may decide, in its sole discretion, to:

- close CIP GET Feeder – I to additional subscriptions (including from existing Shareholders);
- cease offering any additional Shares in any (Sub-)Class (including to existing Shareholders in such (Sub-)Class), in which case investors having made an application for subscription after effective closure date for such (Sub-)Class will be duly informed and any subscription monies already paid to CIP GET Feeder – I will be returned within a reasonable timeframe (and no interest will be payable on such amounts prior to their return to the relevant investors); and/or
- reopen the subscriptions for CIP GET Feeder – I and/or for any (Sub-)Class that was closed for additional subscriptions.

No Shares will be issued in case the NAV of CIP GET Feeder – I and/or any (Sub-)Class has been suspended in accordance with the provisions of Section 4.4 of the General Section.

8.3 Subscription process

Subscription documents

Each prospective investor wishing to subscribe for Shares for the first time is required to:

- submit a duly completed and executed application form to the Central Administration, which will include (without limitation) a representation to the effect that it (1) (a) is not a U.S. person (as defined in Regulation S under the Securities Act) or (b) is a Permitted U.S. Person (unless waived by the Board of Directors) and (2) is purchasing such investment (x) in an offshore transaction in accordance with Regulation S under the Securities Act or (y) in a transaction otherwise exempt from registration under the Securities Act, including in reliance on Regulation D;
- duly complete any tax forms associated with a subscription in CIP GET Feeder – I (to the extent such forms do not already form part of the application form);
- satisfy the eligible investor qualifications as set forth in the application form; and
- satisfy the know your client (KYC), terrorist financing and anti-money laundering (“AML/CTF”) checks carried out by CIP GET Feeder – I or its agent (including providing the relevant documentary evidence and/or information requested by the Central Administration).

Subsequent subscriptions for Shares generally do not require completion of a new application form and can be effected via written instructions for subscriptions, in the form as agreed with the Central Administration. Notwithstanding the foregoing, the Central Administration may request any additional documents and/or information that may be required to ensure the compliance of CIP GET Feeder with the regulatory requirements applicable to it (including any AML/CTF requirements and/or securities laws requirements) and can delay the processing of any subsequent subscription request until such documents and/or information have been obtained.

Subscribers subscribing to CIP GET Feeder – I through Intermediaries must consult with their Intermediary to discuss the applicable subscription procedure and required documents which may differ and/or contain additional documents/ information than the requirements set out under this Sections 8.3 “*Subscription documents*” of this Annex.

Subscription at an unknown NAV and payment of the subscription price

All applications to subscribe for Shares will be dealt on an unknown NAV basis (i.e., before the determination of the NAV for the Valuation Date to which the Subscription Date relates). Accordingly, subscribers for Shares will only know the NAV per Share of the relevant (Sub-)Class(es) so subscribed (and the number of Shares of the relevant (Sub-)Class(es) so issued) on the NAV Release Date corresponding to the relevant Subscription Date, which NAV Release Date will be after the date of acceptance of their subscription requests by CIP GET Feeder – I.

The full subscription price amounts (whether in cash or in kind (as set out in Section 8.4), as applicable), including any Subscription Fees (if applicable), must be received no later than two (2) Business Days prior to the relevant Valuation Date in the relevant Reference Currency of the (Sub-)Class(es) so subscribed. Therefore, CIP GET Feeder – I will generally only accept subscriptions for a given subscription amount (as opposed to for a given number of Shares). For the avoidance of doubt, no interest will accrue on any payments received prior to the payment deadline.

The Board of Directors may, in its sole discretion and subject to the provisions of the Articles, accept late payment of the subscription price, in particular where legal, regulatory and/or operational, administrative and/or system limitations would prevent the subscriber from paying the subscription price within the timeframe set out in the preceding paragraph.

Rejection of a subscription request and cancellation of a subscription request

Subscribers should note that incomplete subscription requests and/or subscription requests which are not settled by the relevant funding due date set out under this Section 8.3 may be cancelled by the Board of Directors in its discretion and/or Shares issued in connection thereof can be compulsorily redeemed and any costs of such cancellation or compulsory redemption of such Shares may be passed on to the relevant subscribers (as further set out in the Articles). Any subscription request that is cancelled will have to be resubmitted.

Furthermore, the Board of Directors retains full discretion to accept, delay acceptance, reject or cancel any subscription request, in whole or in part, for any reasons. Furthermore, the Board of Directors retains full discretion to reject or delay acceptance of all or part of the subscription requests submitted with respect to a given Subscription Date.

The occurrence of the events under this Section 8.3 could result in subscription requests being accepted at a deferred Subscription Date than the Initial Subscription Date to which they related.

Once a subscription request has been submitted, the subscriber may withdraw or cancel such request subject to the AIFM and/or the Board of Directors’ consent until the relevant Subscription Date.

In the event that a subscription request is cancelled or rejected, any monies transferred by the relevant subscriber to CIP GET Feeder – I (less any related costs) will be returned to it within a reasonable timeframe (and no interest will be payable on such amounts prior to their return to the relevant investors).

Subscription Cut-off Time

Subscription requests must be received by the Central Administration by 5 p.m. Central European Time at least:

- seven (7) Business Days prior to the relevant Subscription Date for prospective investors that are not already Shareholders; or
- five (5) Business Days prior to the relevant Subscription Date for existing Shareholders in CIP GET Feeder,

as applicable (the “**Subscription Cut-off Time**”).

The Board of Directors may waive the Subscription Cut-off Time in its sole discretion and therefore accept a subscription request even if it has been received after the relevant Subscription Cut-off Time.

Any subscription request received after the Subscription Cut-off Time relating to a given Subscription Date will be deferred to the next Subscription Date and will be dealt with on the basis of the NAV per Share of the relevant Class calculated with respect to such next Subscription Date, unless such subscription request is withdrawn or cancelled in accordance with this Section 8.3 of this Annex and subject to the Board of Directors’ discretion to accept it after the relevant Subscription Cut-off Time.

Subscription process – Worked Example (prospective investors that are not already Shareholders)

For example, if a prospective investor wishes to subscribe for Shares of CIP GET Feeder – I as of 1 February 2026, a valid and complete subscription request must be received before the Subscription Cut-Off Time, that is 5 p.m. Central European Time on 22 January 2026. The offering price will equal the NAV per Share of the applicable Class as of 31 January 2026.

Subscription Request	Subscription Price	Valuation Date	Subscription Date	NAV Release Date
<i>Subscription Requests must be submitted by 5 p.m. CET at least seven (7) Business Days prior to the Subscription Date.</i>	<i>The subscription purchase price must be received no later than two (2) Business Days prior to the relevant Valuation Date.</i>	<i>The subscription price per Share will be calculated as of the immediately preceding Valuation Date.</i>	<i>Shares will be issued as of the first calendar day of each calendar month.</i>	<i>The NAV per Share of each Valuation Date will generally be available around twenty (20) Business Days from the Valuation Date.</i>
22 January 2026	29 January 2026	31 January 2026	1 February 2026	27 February 2026

Subscription process – Worked Example (existing Shareholders)

For example, if an existing Shareholder wishes to subscribe for Shares of CIP GET Feeder – I as of 1 February 2026, a valid and complete subscription request must be received before the Subscription Cut-Off Time, that is 5 p.m. Central European Time on 26 January 2026. The offering price will equal the NAV per Share of the applicable Class as of 31 January 2026.

Subscription Request	Subscription Price	Valuation Date	Subscription Date	NAV Release Date
<i>Subscription Requests must be submitted by 5 p.m. CET at least five (5) Business Days prior to the Subscription Date.</i>	<i>The subscription purchase price must be received no later than two (2) Business Days prior to the relevant Valuation Date.</i>	<i>The subscription price per Share will be calculated as of the immediately preceding Valuation Date.</i>	<i>Shares will be issued as of the first calendar day of each calendar month.</i>	<i>The NAV per Share of each Valuation Date will generally be available around twenty (20) Business Days from the Valuation Date.</i>
26 January 2026	29 January 2026	31 January 2026	1 February 2026	27 February 2026

8.4 Subscription in kind

The Board of Directors may, in its absolute discretion, issue Shares in consideration for Investments, provided that such contribution complies with the investment policy, target allocation and investments restrictions laid out under Sections 4 and 5 of this Annex above and provided that a valuation report, established in accordance with the 2010 Act and the 1915 Law, from the Auditors or any other independent auditor, selected from time to time by the Board of Directors, and confirming the value of the contributed assets is prepared in connection thereof.

The costs relating to an in-kind contribution (including but not limited to any valuation costs) will be borne by the relevant contributing investor where it is demonstrated that such contribution costs are higher than the costs of acquiring the relevant assets from the market via a corresponding cash amount.

9. REDEMPTION OF SHARES

9.1 Lock-Up Period and Early Redemption Deduction

Lock-Up Period

Sub-Class X Shares are subject to a lock-up period during which they cannot be redeemed and this lock-up period starts on the relevant Subscription Date for such Shares and ends on the Redemption Date immediately preceding the fifth anniversary of the relevant Subscription Date for such Shares (such period, the “**Sub-Class X Lock-Up Period**”).

Early Redemption Deduction

Sub-Class Y Shares are subject to a discretionary early redemption deduction of up to 5% of the relevant NAV of the Shares being redeemed if: (i) for Shares subscribed for and accepted on Subscription Dates before 1 January 2026, the Redemption Date of the redeemed Shares falls before the thirty-sixth (36th) month anniversary of the redeeming Shareholder’s Subscription Date for such Shares, provided that no such deduction shall apply for such Shares redeemed on Redemption Dates after 1 January 2028; and (ii) for Shares subscribed for and accepted on Subscription Dates on and after 1 January 2026, the Redemption Date of the redeemed Shares falls before the twenty-fourth (24th) month anniversary of the redeeming Shareholder’s Subscription Date for such Shares (the “**Early Redemption Deduction**”).

The Early Redemption Deduction levied on redemption of Class Y Shares will inure indirectly to the benefit of the CIP GET Aggregator – I (and indirectly CIP GET Feeder – I and all other vehicles invested in the CIP GET Aggregator – I, including their respective investors) and may be applied in addition to any Redemption Fee and/or Liquidity Deduction (each as defined and described below), as applicable. The AIFM may, from time to time, waive the Early Redemption Deduction in its discretion, including, without limitation, in the case of redemptions resulting from death, qualifying disability or divorce or where operational, administrative and/or system limitations prohibit the Early Redemption Deduction from being properly applied.

Any redemption made across CIP GET – I for the purpose of upstreaming cash to (a) settle a properly incurred liability of CIP GET Feeder – I, CIP GET Master – I or any Parallel Entity and/or to (b) declare a distribution of (interim-)dividend at the level of CIP GET Feeder – I, CIP GET Master – I or any Parallel Entity will not be subject to an Early Redemption Deduction.

All questions as to the applicability of the Early Redemption Deduction to specific facts and the validity, form, eligibility (including time of receipt of required documents) of a qualification for an exemption from the Early Redemption Deduction will be determined by the AIFM, in its sole discretion, and its determination shall be final and binding.

Redemption Fee

In circumstances to be determined by the Board of Directors in its sole discretion including, without limitation:

- during periods of market or economic stress;
- as a result of a force majeure event;
- as a result of lack of liquidity of CIP GET – I’s underlying assets;
- due to the volume of redemption requests over one or several Redemption Date(s); and/or
- in order to ensure that any transaction costs incurred or expected to be incurred in relation to redemption requests are appropriately and prudently borne by redeeming Shareholders (including, without limitation, any transaction costs incurred in relation to the disposal of any Investment and/or any transaction costs that would have to be incurred in order to rebalance CIP GET – I’s portfolio further to such redemption request, as applicable),

redemption of Shares over one or several Redemption Date(s) may be subject to a redemption fee of up to 10% of the relevant NAV of the Shares being redeemed as determined by the Board of Directors in its sole discretion from time to time (such fee, a “**Redemption Fee**”). The applicable rate of any Redemption Fee will be disclosed on CIP GET – I’s website at www.get.cip.com, together with any other details as deemed appropriate by the Board of Directors.

The Redemption Fee will inure indirectly to the benefit of the CIP GET Aggregator – I (and indirectly CIP GET Feeder – I and all other vehicles invested in the CIP GET Aggregator – I, including their respective investors) and may be applied in addition to any Liquidity Deduction and/or Early Redemption Deduction, as applicable.

Series – Lock-Up Period and Early Redemption Deduction

If a redeeming Shareholder invested for its own account in CIP GET Feeder – I, holds Shares subscribed in Series of the same (Sub-)Class that have been subscribed at different Subscription Dates, such Shares will be deemed to be redeemed on a “first-in-first-out” basis for the purpose of the Lock-Up Period and/or the Early Redemption Deduction. If a redeeming Shareholder invested in CIP GET Feeder – I as a nominee on behalf of underlying investor(s), its Shares will be redeemed on the basis of the relevant Series indicated in its redemption request for the purpose of the Lock-Up Period and/or the Early Redemption Deduction unless the relevant (Sub-)Class has not been issued in Series in accordance with the provisions of Section 3.3 of the General Section.

9.2 Redemption at the initiative of Shareholders – Redemption Date

Redemptions of Shares are expected to be offered on the last calendar day of each calendar quarter (each, a “**Redemption Date**”).

A Shareholder may request that all, or a portion of, its Shares be redeemed on a Redemption Date by submitting a redemption request prior to the Redemption Cut-Off Time as further described below. For the avoidance of doubt, redemption requests received with respect to Shares that are still subject to a Lock-Up Period will be rejected.

No Shares will be redeemed in case the NAV of CIP GET Feeder – I and/or any (Sub-)Class has been suspended in accordance with the provisions of Section 4.4 of the General Section and/or in the case where the redemption programme has been suspended in accordance with Section 9.12 of this Annex.

9.3 Redemption at the initiative of Shareholders – Process

Form of redemption request and Redemption Cut-off Time

In order to be processed on a relevant Redemption Date, a redemption request must contain:

- the number of Shares of the relevant Class(es) to be redeemed (or, alternatively, the specific cash amount to be redeemed in each Class, representing a number of Shares of such Class to be redeemed accordingly); and
- with respect to Shareholders acting as Intermediaries on behalf of underlying investors only, the relevant Series of Shares in the relevant Class(es) to be redeemed (unless the relevant Shares to be redeemed have not been issued in Series),

and must be received by the Central Administration by 5 p.m. Central European Time at least forty-five (45) calendar days prior to the relevant Redemption Date (the “**Redemption Cut-off Time**”).

Any redemption requests received with respect to any given Redemption Date after the relevant Redemption Cut-off Time, will be deferred to the next Redemption Date and will be redeemed at the relevant NAV per Share calculated with respect to such next Redemption Date subject to the Redemption Limitation, provided that the Board of Directors may waive the relevant Redemption Cut-off Time in its sole discretion and therefore accept for a redemption request to be processed on the relevant Redemption Date to which such redemption request relates even if it has been received after the relevant Redemption Cut-off Time.

The timing of the Redemption Dates and/or the Redemption Cut-off Time may be modified from time to time by the Board of Directors in its sole discretion and Shareholders will be informed in due course accordingly.

9.4 Cancellation of a redemption request

Once a redemption request has been submitted, a redeeming Shareholder may withdraw or cancel such request at any time prior to the Redemption Cut-off Time (subject to the AIFM and/or the Board of Directors' discretion to accept a withdrawal or cancellation of a redemption request after such time).

9.5 Redemption price and redemption Settlement Date

Redemption at an unknown NAV

Redeeming Shareholders will not know the NAV per Share, and therefore the amount of their redemption, until the NAV Release Date.

Redemption price and payment of the redemption price in cash

The Redemption price per Share of a Class is the NAV per Share of such Class, determined as at the relevant Redemption Date on which the redemption application has been accepted, subject to any Liquidity Deduction, Early Redemption Deduction and/or Redemption Fee, as applicable.

CIP GET Feeder – I expects that settlements of the redemption price (in cash) will generally be made within ten (10) calendar days after the NAV Release Date (the “**Settlement Date**”); *provided* that the Central Administration may delay such payment until it has obtained any additional documents and/or information with respect to the relevant Shareholder (or the relevant underlying investor where the Shareholder subscribed to the Shares on its behalf and/or for its benefit) that may be required to ensure the compliance of CIP GET Feeder with the regulatory requirements applicable to it (including any AML/CTF requirements).

For the avoidance of doubt, no interest will be paid to Shareholders on redemption proceeds paid after the Settlement Date.

Payment of the redemption price in kind

The Board of Directors may, if it so determines and with the consent of the redeeming Shareholder(s) and where applicable, the manager and/or general partner of any relevant CIP Fund and/or co-investment vehicle, satisfy settlement of the redemption to any Shareholder “in-kind” by allocating to such Shareholder assets of CIP GET Feeder – I equal in value (or as close as possible thereto) as of the date on which the redemption price is calculated to the NAV of the Shares to be redeemed, less any applicable taxes, fees and charges. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis by the AIFM and without prejudicing the interests of the other Shareholders of the relevant Class(es).

A Shareholder may elect, by giving written notice to the Board of Directors at least five (5) days prior to the proposed date of redemption in kind, to have the Board of Directors arrange for the sale of its share of the relevant assets on behalf of and for the account of such Shareholder, provided that such arrangement will not result in a violation of applicable laws or the delegation of any responsibility to the Board of Directors. Upon receipt of any such notice, the Board of Directors will cause the relevant assets to be held in escrow or a similar arrangement and will use reasonable endeavors to cause such assets to be sold at the best price reasonably obtainable in the circumstances to a third party (as determined by the Board of Directors in its sole discretion), including another Shareholder. If the Board of Directors is unable to sell such instruments within a reasonable time (as determined by the Board of Directors in its sole discretion), the Board of Directors may, in its discretion, appoint an agent to dispose of such instruments at the best price reasonably obtainable in the circumstances (as determined by the Board of Directors in its sole discretion). For all purposes of this Section 9.5, CIP GET Feeder – I will be deemed to have realised proceeds in an amount equal to the NAV attributable to the assets held in escrow and/or a similar arrangement or sold pursuant to this Section 9.5, notwithstanding that the actual net proceeds of sale received by such Shareholder may be of a different amount. If a redemption in kind is made under this Section 9.5, the Board of Directors will take reasonable steps to procure that a certificate representing the instruments to which each Shareholder is entitled pursuant to such redemption is sent to such Shareholder and/or that appropriate steps are taken to record the transfer of title to such assets, as appropriate.

The settlement time of the redemption price in kind will be communicated to the relevant redeeming Shareholder(s) in due course.

In the event that any in-kind redemptions are made, the Auditor or any other auditor qualifying as *réviseur d'entreprises agréé* shall establish a valuation report in respect of the in-kind redemption.

The costs associated with such in-kind redemptions (in particular the report of the Auditor or any other auditor qualifying as *réviseur d'entreprises agréé*) shall be borne by the Shareholder(s) receiving the in-kind redemption or a third party but will not be borne by CIP GET Feeder – I unless the Board of Directors considers that the redemption in kind is in the interest of CIP GET Feeder – I or made to protect the interest of the Shareholders in CIP GET Feeder – I.

9.6 Redemption process – Worked Example

For example, if a Shareholder wishes to redeem Shares as of 31 March 2026, a valid and complete redemption request must be received before the Redemption Cut-Off Time, that is 5 p.m. CET on 14 February 2026. The redemption price will be based upon the NAV as of 31 March 2026. Such redeeming Shareholder will generally receive settlement of the redemption price by 9 May 2026.

Redemption Request	Valuation Date	Redemption Date	NAV Release Date	Settlement Date
<i>Redemption requests must be submitted by 5 p.m. CET at least forty-five (45) calendar days before the Redemption Date.</i>	<i>The redemption price per Share will be determined as of the last calendar day of each calendar quarter.</i>	<i>Shares will be redeemed as of the last calendar day of each calendar quarter.</i>	<i>The NAV per Share of each Valuation Date will generally be available around 20 Business Days from the Redemption Date.</i>	<i>Settlements of the redemption price will generally be made within 10 calendar days after the NAV Release Date.</i>
14 February 2026	31 March 2026	31 March 2026	30 April 2026	9 May 2026

9.7 Compulsory redemption of Shares

The Board of Directors may (but will not be obliged to) compulsorily redeem all, or part of, the Shares held by any Shareholder, if it determines, in its absolute discretion:

- (a) that the owner or beneficial owner of the relevant Shares is a Prohibited Person as defined under Section 3.1 of the General Section, either alone or in conjunction with any other person, whether directly or indirectly;
- (b) that any representation made by such Shareholder (including in relation to an underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) and/or any undertaking made by such Shareholder in its application form and/or any other agreement or document executed by it in connection with CIP GET Feeder – I was not true and/or accurate in all material respects when made or deemed made (or ceased to be true and/or accurate) and/or has been breached by it, as applicable, and/or all documents required to be delivered by, or consents or approvals required of, such Shareholder have not been so delivered or obtained;
- (c) in the circumstances set out in the Articles; and/or
- (d) that such Shareholder's (or an underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) holding of the relevant Class is less than the Minimum Holding Amount applicable to such Class.

Compulsory redemptions will be processed in accordance with Section 9.5 and/or Section 10 of this Annex provided that, in case the compulsory redemption is made on the basis of Section 9.7(a), 9.7(b) or 9.7(c) of this Annex, the Board of Directors may deduct any amount from the aggregated redemption price of such Shares to hold harmless CIP GET Feeder – I, the Board of Directors and/or the AIFM of any damage suffered by them in addition to any Early Redemption Deduction and/or any Redemption Fee, as applicable. Furthermore, in case the compulsory redemption is made on the basis of Section 9.7(a) or 9.7(b) of this Annex, the Board of Directors may decide to apply the Liquidity Deduction (assuming for this purpose that such compulsory redemption was made through the Additional Redemption Programme) plus an additional deduction of up to 10% of the aggregated redemption price for the benefit of the CIP GET Aggregator – I, if it deems it appropriate, in particular, without limitation, where due to the size of the compulsory redemption and/or the composition of CIP GET – I’s portfolio, such redemption would cause CIP GET – I to rebalance its portfolio.

The Board of Directors may decide that any such compulsory redemption will take priority over any voluntary redemption requests made by other Shareholders (which may be delayed as a result) in the circumstances set out under this Section 9.7 of this Annex.

For the avoidance of doubt, in the case of a Shareholder holding Shares on behalf and/or for the benefit of several underlying investors, the compulsory redemption as per this Section 9.7 may only be applied to the portion of such Shares allocable to the relevant underlying investors.

9.8 Minimum Subscription Amount

If as a result of a redemption request, the value of a Shareholder’s holding in a (Sub-)Class (or an underlying investor where such Shareholder subscribed to the Shares on its behalf and/or for its benefit) would become less than the Minimum Subscription Amount applicable to that (Sub-)Class, the Board of Directors may decide that the redeeming Shareholder (or underlying investor, where appropriate) shall be deemed to have requested the conversion of all of its Shares of such Class into Shares of another Class with a lower Minimum Subscription Amount.

Each Shareholder investing in CIP GET Feeder – I on behalf and/or for the benefit of one or more underlying investor(s) shall notify CIP GET Feeder – I each time one of its underlying investors falls below the relevant Minimum Subscription Amount applicable to a Class so that the compulsory conversion set out in this Section 9.8 may only be applied to the portion of the Shareholder’s Shares allocable to such underlying investors.

Before any such compulsory conversion, Shareholders (or the relevant underlying investor(s)) concerned will receive one (1) month’s prior notice to increase their holding in the relevant Class above the applicable Minimum Subscription Amount.

9.9 Shareholders’ rights with respect to redeemed Shares

All redeemed Shares will be cancelled as from the relevant Redemption Date. Accordingly, redeeming Shareholders whose redemption requests are accepted on a Redemption Date will cease to be Shareholders in respect of the redeemed Shares as of such Redemption Date and will therefore cease to be entitled to the rights of a Shareholder in respect of the redeemed Shares as of such date, including the right to receive distributions, and will not be entitled to interest on redemption payments due.

9.10 Redemption Limitation

The aggregate NAV of total redemptions (on an aggregate basis (without duplication) across CIP GET – I, including redemptions in all Parallel Entities and the CIP GET Aggregator – I is generally limited to 5% of the NAV of the CIP GET Aggregator – I per calendar quarter measured as of the end of the immediately preceding quarter, except as otherwise provided therein (the “**Redemption Limitation**”). For the purposes of this paragraph, any redeemed Shares, interests of CIP GET Master – I, interests of CIP GET Aggregator – I and/or shares, interests and/or units of any Parallel Entity acquired by the AIFM (or an affiliate, where applicable) in accordance with Section 13.1 of this Annex below as well as any Early Redemption Deduction and/or Redemption Fee applicable to the redeemed Shares) shall be excluded from the calculation of the Redemption Limitation.

For the avoidance of doubt, any redemption made across CIP GET – I for the purpose of upstreaming cash to (a) settle a properly incurred liability of CIP GET Feeder – I, CIP GET Master – I or any Parallel Entity and/or to (b)

declare a distribution of (interim-)dividend at the level of CIP GET Feeder – I, CIP GET Master – I or any Parallel Entity will not be taken into account for the purpose of calculating the Redemption Limitation.

Notwithstanding the preceding two paragraphs:

- the Board of Directors, in its sole discretion, may waive the Redemption Limitation either partially (by determining a higher percentage) or in its entirety; and/or
- the Board of Directors may, in its sole discretion, decide that any compulsory redemption of Shares made in accordance with Section 9.7 of this Annex will not be taken into account for the purpose of calculating the Redemption Limitation and/or will not be subject to the Redemption Limitation,

in each case, based on the AIFM’s analysis of available liquidity in CIP GET – I.

Redemption of Shares, interests of CIP GET Master – I, interests of CIP GET Aggregator – I and/or shares, interests and/or units of any Parallel Entity acquired by the AIFM (or an affiliate, where applicable) as payment of the Management Fee as described under Section 13.1 of this Annex below will not be subject to the Redemption Limitation.

9.11 Pro-rata basis redemptions due to the application of the Redemption Limitation

In the event that, pursuant to the Redemption Limitation, not all of the Shares subject to redemption requests on a given Redemption Date shall be accepted for redemption by CIP GET Feeder – I, Shares subject to a redemption request with respect to such Redemption Date will be redeemed on a *pro rata* basis (measured on an aggregate basis (without duplication) across all redemptions in CIP GET – I on such Redemption Date, if applicable) up to the Redemption Limitation. The unsatisfied portion of a Shareholder redemption request by effect of this provision is referred to as an “**Unsatisfied Redemption Request**”.

Any Unsatisfied Redemption Request will not be automatically resubmitted for redemption for the next available Redemption Date. Accordingly, redeeming Shareholders wishing to have all, or part of, their Unsatisfied Redemption Request redeemed on the next available Redemption Date would need to submit a new redemption request in accordance with the provisions of this Section 9 of this Annex.

9.12 Modification to the redemption programme

In addition to the Board of Directors’ ability to waive the Redemption Limitation in the circumstances set out under Section 9.10 above, CIP GET – I, in exceptional circumstances, may make exceptions to, modify (including, without limitation, by extending the notice period applicable to any redemption of Shares under the redemption programme) or suspend, in whole or in part, the redemption programme if, in AIFM and/or the Board of Directors’ reasonable judgment, such action is deemed to be in CIP GET – I’s best interests and the best interests of CIP GET – I’s investors as a whole including, but not limited to, redemptions of Shares, interests of CIP GET Master – I and/or units, shares and/or interests in any Parallel Entity (as applicable), would place an undue burden on CIP GET – I’s liquidity, adversely affect CIP GET – I’s operations, risk having an adverse impact on CIP GET – I that would outweigh the benefit of redemptions of Shares or as a result of legal or regulatory changes and/or in case of suspension of the calculation of the NAV of CIP GET Feeder – I as described in Section 4.4 of the General Section.

Material modifications of the redemption programme intended to reduce available liquidity, including any lowering of the Redemption Limitation and/or any suspensions of the redemption programme (including as a result of the suspension of the NAV calculation of CIP GET Feeder – I as further described in Section 4.4 of the General Section), will be promptly disclosed to Shareholders on CIP GET – I’s website. If the redemption programme is suspended, the AIFM will be required to evaluate on a quarterly basis whether the continued suspension of the redemption programme is in CIP GET – I’s best interest and the best interest of CIP GET – I’s investors.

10. ADDITIONAL REDEMPTION PROGRAMME

10.1 General

The Additional Redemption Programme (as defined and described below), if implemented by the Board of Directors with respect to one or more Redemption Date(s), is optional and will apply in addition to the redemption programme described under Section 9 of this Annex, with respect to any Participating Unsatisfied Redemption Requests.

The Board of Directors' determination to implement the Additional Redemption Programme with respect to a Redemption Date will depend, *inter alia*, on:

- the amount of subscription monies effectively received by CIP GET Feeder – I on the Subscription Date immediately following the Redemption Date on which the Additional Redemption Programme would be implemented and that would be available to fund all or part of the Participating Unsatisfied Redemption Requests (as defined below) (such amount, the “**Redemption Subscription Cash**”);
- the amount of excess liquidity that is available to fund redemption requests through the Additional Redemption Programme, as determined by the AIFM in its sole discretion (the “**Excess Liquidity Amount**”); and
- the aggregate amount of alternative capital that the Board of Directors agree may be generated by the sale of one or more Investment to selected liquidity providers (each, a “**Liquidity Provider**”) in relation to a Redemption Date on which the Additional Redemption Programme would be implemented and that would be available to fund all or part of the Participating Unsatisfied Redemption Requests, if any (such amount, the “**External Capital**”).

For the avoidance of doubt, the Board of Directors will retain full discretion to determine the level of Participating Unsatisfied Redemption Requests that will be redeemed through the Additional Redemption Programme implemented in relation to a Redemption Date, irrespective of the amount of available Redemption Subscription Cash and/or External Capital.

The attention of prospective investors and Shareholders is drawn to the fact that the Opt-In Redeeming Shareholders (as defined below) would only have their Shares redeemed through the Additional Redemption Programme if the Board of Directors decides to implement such Additional Redemption Programme. Accordingly, there is no guarantee that the Additional Redemption Programme will create additional quarterly liquidity to the Opt-In Redeeming Shareholders and an investment into CIP GET Feeder – I shall not be made on the assumption that such Additional Redemption Programme will be implemented and that its implementation will be successful.

Furthermore, prospective investors and Shareholders should note that while the Board of Directors may implement the Additional Redemption Programme in the circumstances and subject to the conditions set out herein, certain Intermediaries may not participate in such Additional Redemption Programme. Prior to subscribing to Shares, prospective investors should consult with their relevant Intermediary as to whether such Intermediary will be participating and be able to offer access to such programme to its underlying investors should this programme be implemented. If an Intermediary cannot offer to its underlying investors access to the Additional Redemption Programme, this may adversely affect such underlying investor's ability to redeem its Shares.

10.2 Opt-In Redeeming Shareholder

Without prejudice to the provisions of Section 9.9 above which apply to all redeeming Shareholders on a given Redemption Date, each redeeming Shareholder may indicate in its redemption request to have all, or part of, an Unsatisfied Redemption Request to be processed and redeemed through the optional Additional Redemption Programme that may be implemented by the Board of Directors should the Redemption Limitation be reached on the relevant Redemption Date. Furthermore, if a redeeming Shareholder has not indicated in its initial redemption request that it wishes to participate to the Additional Redemption Programme that may be implemented in relation to one or more Redemption Date(s) and such programme is effectively implemented by the Board of Directors, such Shareholder may opt-in to participate to such Additional Redemption Programme with respect to all, or part

of, its Unsatisfied Redemption Request by sending a written notice to the Central Administration provided that the Board of Directors retains full discretion to refuse the participation of such Shareholder in the Additional Redemption Programme (any such redeeming Shareholder that opted-in to participate in the Additional Redemption Programme in accordance with the provisions of this Section 10.2, an “**Opt-In Redeeming Shareholder**”).

10.3 Redemption process

Without prejudice to the provisions of Section 9.11 of this Annex which apply to all redeeming Shareholders, in the event there are Unsatisfied Redemption Requests on a given Redemption Date due to the Redemption Limitation being reached, CIP GET Feeder – I may, in the sole discretion of the Board of Directors, implement an additional liquidity programme to satisfy all, or part of, Unsatisfied Redemption Requests from one or more Opt-In Redeeming Shareholders (the “**Participating Unsatisfied Redemption Requests**”) in relation to such Redemption Date and any other subsequent Redemption Date, as appropriate by using Redemption Subscription Cash and/or External Capital (the “**Additional Redemption Programme**”).

Shares redeemed through the Additional Redemption Programme organised with respect to one or more Redemption Date(s) will be redeemed by CIP GET Feeder – I on a pro rata basis at a price per Share equal to the NAV per Share of the relevant Class on the relevant Redemption Date, less a Liquidity Deduction (as defined below):

- first, by using any Redemption Subscription Cash available with respect to the relevant Redemption Date (the “**Matching Inflows**”);
- second, by using any Excess Liquidity Amount available with relevant Redemption Date;
- third, where outstanding Participating Unsatisfied Redemption Requests cannot be satisfied in full by the Matching Inflows and the Excess Liquidity Amount, by redeeming the remaining Participating Unsatisfied Redemption Requests’ Shares by using any External Capital available with respect to the relevant Redemption Date (the “**Asset Sale**”);
- Thereafter, any outstanding amount of Participating Unsatisfied Redemption Requests will not be automatically resubmitted for redemption on the next Redemption Date in accordance with the provisions of Section 9.11 of this Annex.

For the avoidance of doubt, if the available Redemption Subscription Cash, Excess Liquidity Amount and/or External Capital (where applicable) on the relevant Redemption Date equals or exceeds an amount equal to the aggregate NAV of the outstanding Participating Unsatisfied Redemption Requests less the applicable Liquidity Deduction, the Early Redemption Deduction and/or Redemption Fee, as applicable, the Redemption Subscription Cash, Excess Liquidity Amount and/or External Capital will be matched against all outstanding unsatisfied Participating Unsatisfied Redemption Requests in the order set out above.

The Central Administration will notify each Opt-In Redeeming Shareholder after approximately five (5) Business Days following the relevant Redemption Date whether all or part of its Participating Unsatisfied Redemption Requests was able to be satisfied through the Additional Redemption Programme implemented in connection with such Redemption Date as well as the NAV per Share at which such Shares have been redeemed (including details on the Liquidity Deduction).

10.4 Liquidity Deduction

While the Liquidity Deduction is expected to be equal to 10% of the NAV of the Shares being redeemed through the Additional Redemption Programme, the actual Liquidity Deduction rate of the Additional Redemption Programme will depend on various factors. Accordingly, if the Liquidity Deduction rate applicable to a specific Additional Redemption Programme is higher than 10%, the Board of Directors will inform the Opt-In Redeeming Shareholders in due course and these Opt-In Redeeming Shareholders will have the right to cancel their participation to such Additional Redemption Programme.

The Liquidity Deduction levied with respect to any Additional Redemption Programme organised in respect of a Redemption Date will inure:

- with respect to the Shares redeemed through Matching Inflows – to the benefit of the CIP GET Aggregator – I (and indirectly to CIP GET Feeder – I, CIP GET Master – I and all other vehicles invested in the CIP GET Aggregator – I, and their respective investors) and will be reflected in the NAV of the CIP GET Aggregator – I (and indirectly in the NAV of CIP GET Feeder – I, CIP GET Master – I and all other vehicles invested in the CIP GET Aggregator – I) calculated on the Valuation Date following the relevant Redemption Date on which such Additional Redemption Programme was implemented. The Board of Directors may make adjustments to the NAV of the CIP GET Aggregator – I, CIP GET Master – I and the Parallel Entities and CIP GET Feeder – I as well as make any other adjustments it deems necessary, in order to give economic effect to the foregoing; and
- with respect to the Shares redeemed through the Asset Sale – to the benefit of the liquidity provider(s) that provided the External Capital (less any costs and expenses linked to the Asset Sale, if any).

For the avoidance of doubt, the Liquidity Deduction will be applied in addition to any Early Redemption Deduction and/or Redemption Fee, as applicable.

Exceptional circumstances

Notwithstanding the Additional Redemption Programme described in this Section 10, in exceptional circumstances (for example, in periods of market or economic stress) the AIFM and/or the Board of Directors may, in their sole discretion and in addition to the Additional Redemption Programme described above, consider additional measures to provide liquidity to Shareholders in each case in accordance with relevant applicable laws and regulations.

11. CONVERSIONS BETWEEN CLASSES

11.1 General

Conversions of Shares between (Sub-)Classes in CIP GET Feeder – I are permitted. Conversion of Shares of CIP GET Feeder – I into Shares of another Sub-Fund are not permitted.

The Board of Directors may suspend conversions in respect of Shares during any period where the determination of the NAV of CIP GET Feeder – I and/or any (Sub-)Class is suspended in accordance with the provisions of Section 4.4 of the General Section.

11.2 Conversion at the request of Shareholders

A Shareholder may request the conversion of all or part of its Shares of a Class into Shares of another Class on any Valuation Date (including, but not limited to, where the aggregate NAV of the Shares held by one Shareholder (or indirectly held by an underlying investor through an Intermediary Shareholder) reaches the Minimum Subscription Amount of another Class); *provided*, that the Shareholder fulfils the eligibility criteria of the relevant Class into which the conversion is requested and subject to the written consent of the Shareholder's Intermediary, if applicable, and approval of the Board of Directors.

Any conversion request which, when effected, would cause the Shareholder's holding in the Initial Class to fall below the applicable Minimum Holding Amount of such Class will be considered as a request for a full conversion for that Shareholder's Shares in the New Class.

Conversion requests with respect to Shares that are still subject to a Lock-Up Period will be rejected.

11.3 Conversion procedure

Written conversion orders should be sent to the Central Administration at least fifteen (15) Business Days before the relevant Valuation Date (the "**Conversion Cut-off**").

All conversion orders must contain the following information:

- the Valuation Date in respect of which the conversion request is made;
- the full name(s) in which the Shares to be converted are registered;
- the Class and its ISIN code from which Shares are to be converted and the Class and its ISIN code to which Shares will be converted; and
- either the monetary amount or the number of Shares to be converted.

If accepted, conversion orders received by the Central Administration before the relevant Valuation Date in respect of which the conversion order is made will be dealt with on such Valuation Date on the basis of the NAV of the relevant Classes prevailing on that Valuation Date.

Any conversion orders received after the Conversion Cut-off for a Valuation Date will be processed on the next Valuation Date on the basis of the NAV of the relevant Classes prevailing on such subsequent Valuation Date.

The rate at which all or part of the Shares of one Class (the "**Initial Class**") are converted into another Class (the "**New Class**") is determined in accordance with the following formula:

$$A = \frac{B \times C \times D}{E}$$

where:

- A is the number of Shares to be allocated in the New Class;
- B is the number of Shares of the Initial Class to be converted;
- C is the NAV per Share of the Initial Class determined on the relevant Valuation Date;
- D the currency conversion factor, which is the relevant currency rate as at the respective Valuation Date, or where the Shares of the New Class are denominated in the same currency of the Initial Class, $D = 1$; and
- E is the NAV per Shares of the New Class determined on the relevant Valuation Date.

Following such conversion of Shares, the Central Administration will inform the respective Shareholder of the number of Shares of the New Class obtained by conversion and the NAV per Share thereof. Fractions of Shares in the New Class to two decimal places may be issued.

11.4 Compulsory conversion of Shares

The Board of Directors may (but will not be obliged to) compulsorily convert all, or part of, the Shares held by a Shareholder, from one (Sub-)Class into another (Sub-)Class: (i) in the circumstances described under Section 9.8 of this Annex; (ii) where such Shareholder (or such underlying investor where a Shareholder subscribed to the Shares on its behalf and/or for its benefit) does not meet or ceases to meet investor eligibility criteria and conditions for the (Sub-)Class; (iii) where such Shareholder (or such underlying investor where a Shareholder subscribed to the Shares on its behalf and/or for its benefit) is not otherwise entitled to acquire or possess Shares of that (Sub-)Class; or (iv) where the Board of Directors determines that such conversion is necessary or advisable and not inequitable to Shareholders.

Compulsory conversion will be processed on the basis of the procedure described above under Section 11.3 of this Annex.

12. MARKET TIMING AND LATE TRADING

Subscriptions, redemptions and conversions of Shares should be made for investment purposes only.

CIP GET Feeder – I shall not permit short-term (market-timing) or other excessive trading practices, which may disrupt CIP GET Feeder – I’s portfolio management strategies and harm its performance. To minimise harm to CIP GET Feeder – I and the Shareholders, the AIFM, the Board of Directors and/or their respective delegates, have the right to reject any purchase or conversion order from any subscriber who is engaging in excessive trading or has a history of excessive trading or if a subscriber’s trading, in the opinion of the AIFM and/or the Board of Directors, has been or may be disruptive to CIP GET Feeder – I. CIP GET Feeder – I, the AIFM and the Board of Directors will not be liable for any loss resulting from rejected orders.

13. FEES AND EXPENSES OF CIP GET FEEDER – I

13.1 Management Fee

In consideration for its services, the AIFM (or such other combination of persons as the AIFM may designate) will be entitled to payment of a Management Fee payable by CIP GET Feeder – I, with respect to each (Sub-)Class, as set out below:

Class	Management Fee ¹⁴
Sub-Class Y	Up to 1.25% of the NAV p.a.
Sub-Class X	Up to the lesser of: (i) 0.95% of the Adjusted NAV p.a; and (ii) 1.25% of the NAV p.a.

“**Adjusted NAV**” means the greater of: (i) CIP GET Feeder – I’s NAV, attributable to the relevant Class, and (ii) CIP GET Feeder – I’s NAV, less cash and cash equivalents but plus the total of all capital commitments made by CIP GET Feeder – I (through CIP GET Master – I) to Underlying CIP Strategies but not yet drawn for investment, attributable to the relevant Class.

Management fees paid to CIP by Underlying CIP Strategies in respect of CIP GET – I’s direct or indirect investment in such Underlying CIP Strategies will reduce the Management Fee Euro-per-Euro; *provided* that the Management Fee, shall at no time be less than zero. For the avoidance of doubt, any management fee “true up” payable by CIP GET – I in connection with the subscription for and/or acquisition of interests in any Underlying CIP Strategy and payable to the manager of an Underlying CIP Strategy with respect to such Underlying CIP Strategy’s investments made prior to the investment therein by CIP GET – I (whether capitalised in the acquisition costs of such Investment or not) will not be subject to the management fee offset mechanism described herein. Where such management fee is denominated in a currency other than the Reference Currency of CIP GET Feeder – I, any management fee amount accrued and payable by CIP GET Feeder – I will be converted into the Reference Currency of CIP GET Feeder – I in accordance with Section 4.5 of the General Section for the purpose of calculating this offset.

Please refer to Section 17 of this Annex under sub-section headed “Over-Commitment and Recycling” for further details on the concept of Adjusted NAV and its impact on the Management Fee.

The Management Fee will be payable monthly and calculated, with respect to each (Sub-)Class before giving effect to any accruals for the Management Fee for that month, the Servicing Fee for that month, redemptions for that month (where relevant), any distributions and any impact to the NAV and/or Adjusted NAV (as applicable) solely caused by currency fluctuations as it relates to Class hedging activities for non-EUR Classes, non-EUR classes of limited partner interest of the CIP GET Aggregator – I and/or non-EUR classes of shares or units of Parallel Entities (where applicable).

The Management Fee may be paid by CIP GET Feeder – I, CIP GET Master – I, the CIP GET Aggregator – I, any Parallel Entities and/or any Intermediate Vehicle on behalf of CIP GET Feeder – I, in consideration of the services provided by the AIFM to CIP GET Feeder – I.

The AIFM may elect to receive the Management Fee in cash, Shares, interests of CIP GET Master – I, interests of the CIP GET Aggregator – I and/or shares, units or interests of any Parallel Entities (where applicable). If the Management Fee is paid in Shares, interests of CIP GET Master – I, interests of CIP GET Aggregator – I and/or shares, units or interests of Parallel Entities (where applicable), such Shares, interests of CIP GET Master – I, interests of the CIP GET Aggregator – I and/or shares, units or interests of any Parallel Entities may be redeemed at the AIFM’s request (or at the request of AIFM’s affiliate, where applicable) and such redemption will not be

¹⁴ With effect from 1 January 2026.

subject to the Redemption Limitation, the Redemption Fee, the Early Redemption Deduction and/or the Lock-Up Period.

The AIFM may separately elect for the Management Fee to be paid (in whole or in part) to an affiliate, including but without limitation in satisfaction of Management Fee amounts owed to such affiliate in connection with services provided by such affiliate to CIP GET Feeder – I, CIP GET Master – I, CIP GET Aggregator – I, any Intermediate Vehicle and/or any Parallel Entities (where applicable).

For the avoidance of doubt, where a management fee is calculated and paid by a Parallel Entity on the basis of such entity's own NAV (whether or not such management fee is calculated and paid on the same basis as the Management Fee), such fees will be charged without duplication, and the NAV of such Parallel Entity will be disregarded for the purposes of the calculation and payment of the Management Fee to be paid by other CIP GET – I vehicles.

13.2 Co-Investments – Carried Interest and Fees

Where CIP GET – I makes a co-investment alongside a CIP Fund (each, a “**Co-Investment**”), in respect of such Co-Investment, CIP GET – I (and indirectly CIP GET Feeder – I) will be required to bear its proportion of fees, costs and expenses associated with such Co-Investment (including ongoing operating costs of any vehicles through which such Co-Investment is held). These fees, costs and expenses will be allocated by the AIFM between CIP GET Master – I, CIP GET Feeder – I and any Parallel Entities on a *pro rata* basis (based on their respective shareholding of such Co-Investment).

With respect to Co-Investments, the AIFM (or any other person designated by the AIFM in its sole discretion, as applicable, such person the “**CIP GET – I Recipient**”) may be entitled to receive carried interest (or the equivalent), provided that the CIP GET – I Recipient is allocated such carried interest (or equivalent) (the “**Co-Investment Carried Interest**”) at a carried interest (or equivalent) rate and hurdle rate no more favourable to the CIP GET – I Recipient than the carried interest (or equivalent) rate and hurdle rate applicable to the relevant CIP Fund that CIP GET – I co-invests alongside. By way of an example, the following CIP Funds are subject to the carried interest terms described hereunder (high level description):

- Copenhagen Infrastructure V has a 20% carried interest percentage above a 7% hurdle rate with 60/40 catch-up (fund as a whole calculation method).
- Copenhagen Infrastructure Green Credit Fund I has a 15% carried interest percentage above a 5% hurdle rate with 60/40 catch-up (fund as a whole calculation method).

For the avoidance of doubt, other CIP Funds (including new vintage of the above mentioned CIP Funds) may be subject to different carry terms than the one set out above.

Without prejudice to the foregoing, CIP shall have the discretion to structure the Co-Investment Carried Interest in a manner that may be more favorable to the CIP GET – I Recipient than to the recipient of any carried interest (or equivalent) in respect of such CIP Fund, e.g. by structuring such Co-Investment alongside a CIP Fund through a separately managed account where the Co-Investment Carried Interest is measured by reference to the performance of such separately managed account rather than by reference to the performance of such CIP Fund and the Co-Investment separately.

The amount of any Co-Investment Carried Interest paid to the CIP GET – I Recipient in connection with Co-Investments will be disclosed in CIP Feeder – I's annual reports.

For the avoidance of doubt, the Co-Investment Carried Interest will not be subject to the ESMA guidelines on performance fees.

13.3 Subscription Fees

Certain Intermediaries through which a Shareholder or an underlying investor, as appropriate, was placed in CIP GET Feeder – I may charge Subscription Fees on the Shares placed with such Shareholder or an underlying investor, as appropriate, outside of its investment in CIP GET Feeder – I and not reflected in CIP GET Feeder – I's NAV. In certain circumstances, the Subscription Fees may be paid to CIP GET Feeder – I or the AIFM and

reallocated, in whole or in part, to the relevant Intermediary that placed the Shareholder or underlying investor, as appropriate, into CIP GET Feeder – I. No Subscription Fees will be paid with respect to reinvestments of distributions for Accumulation Class Shares.

13.4 Servicing Fee

Each Class of Shares will bear a Servicing Fee equal to the amount set out in the table below (on an annualised basis):

Class	Servicing Fees
Class A and Class L Shares	Up to 0.85% of NAV p.a.
Class I and Class C Shares	N/A

For the avoidance of doubt, the Servicing Fees will be charged by CIP GET Feeder – I (and, in such case, Shareholders will not be billed separately for payment of the fees) or the relevant Intermediary. The Servicing Fee will be calculated on the NAV of the relevant (Sub-)Class before giving effect to accruals for the Servicing Fee or any distributions payable on such (Sub-)Class.

The Servicing Fee is allocated to one or more Intermediaries (as applicable) through which a Shareholder and/or an underlying investor was placed, directly or indirectly, in CIP GET Feeder – I, in each case as determined by the AIFM in its sole discretion. Any amounts allocated in accordance with the foregoing sentence will compensate such Intermediary for any placement, reporting, administrative and/or other services provided to a Shareholder and/or an underlying investor by such Intermediary. Prospective investors should be aware that the receipt of the Servicing Fee by such Intermediary will result in a conflict of interest for such Intermediary involved in placing a Shareholder and/or underlying investor into CIP GET Feeder – I.

13.5 Carried Interest at the level of the Underlying CIP Strategies

The Underlying CIP Strategies in which the CIP GET – I will invest may provide for a performance based profit distribution or ‘carried interest’ to be distributed to the AIFM, affiliates of the AIFM and each of their respective officers, employees and partners (including founding investors where appropriate), other persons related to the AIFM and/or CISC and/or entities controlling, controlled by or under common control with them (solely or jointly) and such fees and carried interest will have to be borne on a pro rata basis by CIP GET – I (together with the on-going operational expenses of such Underlying CIP Strategies), and as a consequence, the net assets of CIP GET Feeder – I will be affected.

14. CERTAIN REGULATORY CONSIDERATIONS

14.1 Maximum leverage disclosure for the purpose of the AIFM Directive

The AIFM has established a maximum level of leverage for CIP GET Feeder – I, applying both the gross and commitment calculation methods described in the AIFM Rules, relative to the NAV of CIP GET Feeder – I:

- maximum 300% of the NAV of CIP GET Feeder – I under the gross method (base 1: no leverage corresponds to a ratio of one hundred percent (100%)); and
- maximum 400% of the NAV of CIP GET Feeder – I under the commitment method (base 1),

The two ratios resulting from applying the gross or commitment method for calculating the exposure of CIP GET Feeder – I supplement each other and provide a distinct representation of the AIFM’s leverage as such term is understood under the AIFM Directive.

Gross leverage is a conservative way of representing the AIFM Directive’s leverage as it does not:

- make a distinction between derivatives that are used for investment or hedging purposes. As a result strategies that aim to reduce risk will contribute to an increased level of leverage for CIP GET Feeder – I; and
- allow the netting of derivative positions. As a result, derivatives roll-overs and strategies relying on a combination of long and short positions may contribute to a large increase of the level of leverage when they do.

As a result, a fund that exhibits a high level of gross leverage is not necessarily riskier than a fund that exhibits a low level of gross leverage.

Commitment leverage is a more accurate representation of the true leverage of CIP GET Feeder – I as it allows for hedging and netting arrangements under certain conditions.

Compliance with the maximum level of leverage for the purpose of the AIFM Directive set out above will be determined on a monthly basis. If the maximum leverage limits for the purpose of the AIFM Directive were ever exceeded after leverage has been incurred by CIP GET Feeder – I, the AIFM will make commercially reasonable efforts to bring CIP GET Feeder – I’s exposure back into compliance with the maximum level of leverage, but failing to do so will not constitute a breach of CIP GET Feeder’s investment restrictions.

The AIFM may increase CIP GET Feeder – I’s maximum leverage exposure from time to time. If the AIFM increases such maximum level of exposure, it will provide notice in writing to Shareholders as required under the AIFM Directive.

14.2 Liquidity Management Tools

With respect to the liquidity management tools (each a “LMT”) listed under Annex V to the AIFM Directive, the AIFM may use the following LMTs with respect to CIP GET Feeder – I: (i) extension of notice periods in accordance with Section 9.12 of this Sub-Fund Annex; and (ii) redemption in-kind in accordance with Section 9.5 of this Sub-Fund Annex but only to satisfy redemption requests submitted by professional investors.

The AIFM will only use the suspension of redemptions and subscriptions as an additional LMT in “exceptional circumstances”, as such term is defined in the ESMA Guidelines on liquidity management tools (LMTs) of UCITS and open-ended AIFs. Notwithstanding anything to the contrary in this Sub-Fund Annex, the AIFM may suspend redemptions without simultaneously suspending subscriptions in all other circumstances, as detailed in Section **Error! Reference source not found.** of this Sub-Fund Annex.

The AIFM may use additional LMTs listed under Annex V of the AIFM Directive from time to time, as further communicated to investors and liquidity management tools that are not listed under Annex V of the AIFM Directive including without limitation, the Early Redemption Deduction, the Redemption Fee, the Redemption Limitation and the Additional Redemption Programme, as further detailed in this Prospectus. For the avoidance

of doubt, the AIFM may use all LMTs (other than the suspension of redemptions and subscriptions) during both normal and stressed market conditions.

15. DISTRIBUTIONS POLICY OF CIP GET FEEDER – I

The Board of Directors intends for CIP GET Feeder – I to make distributions on a semi-annual basis with respect to Distribution Classes.

Accumulation Classes are not entitled to any distribution payments, unless the Board of Directors determines that a distribution shall be made.

For the avoidance of doubt, any distributions of CIP GET Feeder – I are at the discretion of the Board of Directors, considering factors such as earnings, cash flow, liabilities, capital needs, taxes and general financial condition and the requirements of applicable law. As a result, CIP GET Feeder – I's distribution rates and payment frequency in relation to Distribution Classes may vary from time to time. There is no assurance CIP GET Feeder – I will pay distributions in any particular amount, if at all. Any declaration of distributions to Shareholders will be made in accordance with the 1915 Law and the 2010 Law.

The per Share amount of distributions on each Distribution Class may differ because of different (Sub-)Class-specific Servicing Fees that may be deducted from the gross distributions for each (Sub-)Class. Specifically, distributions on (Sub-)Class A Shares would be lower than (Sub-)Class I Shares because CIP GET Feeder – I is required to pay ongoing additional fees with respect to the (Sub-)Class A Shares compared to (Sub-)Class I Shares, as further described in Section 13.4 of this Annex.

16. DURATION AND DISSOLUTION OF CIP GET FEEDER – I

CIP GET Feeder – I is open-ended and will continue for an indefinite period of time.

CIP GET Feeder – I shall end upon the date of voluntary dissolution of CIP GET Feeder – I, as determined by the Board of Directors or by the Shareholders of CIP GET Feeder – I, in each case in accordance with the provisions of Section 12.2 of the General Section.

17. SPECIFIC RISK FACTORS TO CIP GET – I AND OTHER CONSIDERATIONS

17.1 Introduction

An investment in CIP GET – I exposes Shareholders to significant risks and therefore should be undertaken only by prospective investors capable of evaluating and bearing such risks. A prospective investor should only invest in CIP GET – I as part of a broader overall investment strategy, and only if able to withstand both extended periods of illiquidity and a total loss of its investment. Prospective investors should be aware of the risks connected with an investment in CIP GET – I and are encouraged to carefully review and evaluate all risk factors before investing.

This Section 17 is of a general nature and prospective investors should not construe the contents as specific advice in relation to investing in CIP GET – I. Prospective investors should carry out their own independent due diligence and risk assessment of the investment strategy of CIP GET – I and the risk factors associated with e.g. energy-related assets, activities, and businesses with infrastructure characteristics. No investment advice or recommendation is given by the Sponsor or any of its advisers.

Most of the following risk factors apply both to CIP GET – I and to any Underlying CIP Strategies in which CIP GET – I may invest and references to “Investments” in this Section 17 shall be understood to include investments made by the Underlying CIP Strategies, without prejudice to Section 2.6 of the General Section. Therefore, prospective Shareholders should assume references to CIP GET – I herein include references to Underlying CIP Strategies as well, to the extent CIP GET – I is invested in such Underlying CIP Strategies, unless the context indicates otherwise.

17.2 Risks Relating to CIP GET – I’s Overall Investment Strategy

CIP GET – I will provide exposure to energy-related assets, activities, and businesses through investments into the Underlying CIP Strategies or co-investment opportunities alongside the Underlying CIP Strategies. CIP GET – I intends to, directly (through co-investments alongside the Underlying CIP Strategies) or indirectly (through Investments into the Underlying CIP Strategies), invest in different capital instruments including, in particular, equity and debt instruments (or a combination thereof).

CIP GET – I will primarily be exposed to the following energy-related asset types:

- offshore wind,
- onshore wind,
- solar power,
- Power-to-X (such as power-to-hydrogen, power-to-ammonia and power-to-methanol)
- waste-to-energy,
- energy-related storage

but may also be exposed to other energy-related assets, activities or businesses, including (without limitation):

- hydro power generation,
- biomass power generation or other renewable thermal generation assets,
- reserve power generation, including open-cycle gas turbines and combined cycle gas turbines, to the extent that such reserve power generation facilitates or forms part of the renewable energy transition,
- transmission and distribution grids/pipelines/assets,
- energy-related logistics and transportation assets and other energy-related infrastructure assets,

- decarbonisation technologies (such as carbon capture and utilisation of storage (CCU/CCS), and other off-setting technologies and applications) and
- other renewable energy technologies, energy-related assets, businesses or activities supporting the renewable energy transition.

Through the investment strategy, CIP GET – I will be exposed to Investments in many different countries and Investments in varying stages of the construction process. Shareholders will thereby be exposed to various risk factors, examples of which, being non-exhaustive, are set out below.

Illiquidity Risk

An investment in CIP GET – I should be viewed as a long term investment. It is uncertain as to when profits, if any, will be realised. Losses on unsuccessful Investments may be realised before gains on successful Investments are realised. As further described in such Underlying CIP Strategies' governing documents, the Underlying CIP Strategies generally apply a build-to-exit strategy. Although it is anticipated that certain Investments of the Underlying CIP Strategies may generate current income, the return of capital and the realisation of gains, if any, with respect to the Investments will generally occur only upon the partial or complete divestment. The Underlying CIP Strategies' ability to dispose of Investments may be limited for several reasons, some or all of which may be outside the Sponsor's control. Illiquidity may result from the absence of an established market for the Investments, as well as legal, contractual or other restrictions on their resale. Dispositions of Investments may be subject to contractual and other limitations on transfer or other restrictions that would interfere with subsequent sales of such Investments or adversely affect the terms that could be obtained upon any disposal. Investments in infrastructure assets generally involve a longer holding period than traditional private equity investments. Furthermore, infrastructure assets by their nature are subject to industry cyclicalities, downturns in demand, market disruptions and the lack of available capital for potential purchasers and can therefore be difficult or sell or time consuming to liquidate. In addition, Investments under or acquired for development may receive little or no cash flow from the date of acquisition through the development's completion and may experience operating deficits after completion. The Underlying CIP Strategies will generally not be able to sell their Investments publicly unless their sale is registered under applicable laws, or unless an exemption from such registration requirements is available. In addition, in some cases the Underlying CIP Strategies may be prohibited by contract or applicable laws and regulations from selling certain securities for a period of time, which may mean that such Underlying CIP Strategies are unable to take advantage of favourable market prices. There can be no assurance that such Underlying CIP Strategies will be able to realise Investments even if required to do so.

Competition with Other Parties

CIP GET – I and the Underlying CIP Strategies will be competing for investment opportunities with other parties. It is possible that competition for appropriate investment opportunities may also increase. Such competition may reduce the number of opportunities available and/or adversely affect the terms upon which the Investments can be made by CIP GET – I or the Underlying CIP Strategies, including by requiring CIP GET – I or the Underlying CIP Strategies to assume a greater degree of risk than would otherwise be the case in the absence of such competition by, e.g., agreeing to more limited covenants, undertakings and/or warranties from sellers in respect of proposed Investments to be made by CIP GET – I. Such competition may therefore reduce investment returns and contractual protections afforded to CIP GET – I when acquiring Investments. There can be no certainty that the Sponsor or the managers of the Underlying CIP Strategies will identify a sufficient number of attractive investment opportunities for CIP GET – I or the Underlying CIP Strategies, respectively. There may also be increased competition for service providers necessary to implement the investment objectives of CIP GET – I or the Underlying CIP Strategies. As a result, CIP GET – I or the Underlying CIP Strategies may experience difficulty in asset creation, asset expansion and other construction and development activities. To the extent that CIP GET – I or the Underlying CIP Strategies encounter significant competition in connection with any aspects of acquiring, constructing, operating and/or disposing of its Investments, returns to Shareholders may decrease.

Warehousing

The Sponsor or other parties (including for the avoidance of doubt any strategic partner and/or any bank warehouse, which may be structured as a securitisation, a total return swap, junior and/or "first loss" notes, the price of which typically will be linked to the value of the underlying assets, which in each case may be guaranteed, financed, supported or partially financed by any of the foregoing) (any party acting in such capacity, including without limitation the Sponsor, a "Warehousing Entity") are anticipated to acquire investments as principal and

subsequently transfer some or all of such investments to CIP GET – I, which would constitute an affiliate or related party transaction for CIP GET – I on the one hand, and such Warehousing Entity on the other hand. Similarly, CIP GET – I may acquire an investment and subsequently syndicate, or transfer some or all of such investment, to a Warehousing Entity, notwithstanding that CIP GET – I may have sufficient capital available from Shareholders or applicable credit facilities or other sources of capital to fund and/or hold such investment. Furthermore, CIP GET – I may also initially acquire an investment from a Warehousing Entity, directly from an issuer or any other third party, and subsequently sell or transfer such investment back to a Warehousing Entity (or initially sell or transfer such investment to a Warehousing Entity if the investment was acquired directly from an issuer or other third party), whether in the context of a warehousing arrangement or otherwise, should the Sponsor deem it appropriate in the Sponsor’s sole discretion, and CIP GET – I may re-acquire any such investment at a later date should the Sponsor deems it appropriate in the Sponsor’s sole discretion. It is anticipated that CIP GET – I generally will deem it appropriate to sell or transfer such investments to a Warehousing Entity as discussed above for the purpose of preserving or managing liquidity for CIP GET – I. CIP GET – I will execute such purchases, sales or transfers under one or more pricing frameworks, which may include purchases, sales or transfers (a) at cost, at cost plus or minus a discount or structuring fee and/or an interest rate or carrying cost calculated from the time of acquisition to the time of transfer or (b) at a different price determined by CIP GET – I and the Sponsor, subject to compliance with the conflict of interest mitigation practices set out in Section 17.8 of this Annex, notwithstanding that the fair market value of any such investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. The Sponsor may also determine in its sole discretion another methodology for pricing these transfers, including transferring the relevant asset at fair market value at the time of transfer. It may be possible that CIP GET – I acquires transferred assets at above fair market value, and/or separately sell assets at below fair market value and/or returns certain fees or discounts it received in connection with such assets should these assets be sold or transferred to a Warehousing Entity.

Concentration Risk (Limited Diversification of the Investment Portfolio)

Shareholders should note that the primary focus of CIP GET – I is to invest in Underlying CIP Strategies and/or alongside CIP Funds. As a result, Shareholders should not expect to gain any exposure to the investment funds, products or opportunities of any other, non-CIP, asset manager or fund manager. The universe of investment opportunities that CIP GET – I may seek to invest in is therefore, necessarily, limited. The holding of a smaller number of Investments, and/or a few very large Investments, and/or a large share of investments in one Investment or Underlying CIP Strategy can expose CIP GET – I to concentration risk (despite being mitigated by the limits and requirements set out in the Prospectus, this Annex and the Articles), and CIP GET – I’s performance could be adversely affected by underperformance of a few Investments.

Use of Subscription Lines

The managers of the Underlying CIP Strategies may utilise one or more credit facilities or equity bridges (in respect of the Underlying CIP Strategies or their portfolio companies) for, among other things, making investments, paying management fees and other fund expenses, satisfying other liabilities of the Underlying CIP Strategies and/ or returning proceeds from investments to their limited partners. In connection therewith, to the extent that CIP GET – I becomes a limited partner of any of the Underlying CIP Strategies, it may be required to execute an investor acknowledgement for the benefit of the lenders to the relevant Underlying CIP Strategies under the subscription credit facility and may be required to acknowledge its obligations to pay its share of indebtedness up to CIP GET – I’s undrawn commitments of such Underlying CIP Strategy. If an Underlying CIP Strategy in which CIP GET – I has invested defaults on indebtedness secured by an investment, the lender may foreclose, resulting in a loss of the entire investment, and such Underlying CIP Strategy could thereafter issue a drawdown notice for the purpose of repaying the secured indebtedness, depending on its terms. The exercise by any lenders of their drawdown right under a subscription credit facility would reduce the amount of capital otherwise available to an Underlying CIP Strategy for making Investments and may negatively impact such Underlying CIP Strategy’s ability to make Investments or achieve its investment objectives. In connection with one or more subscription credit facilities entered into by an Underlying CIP Strategy in which CIP GET – I has invested, distributions to its limited partners, including CIP GET – I, may be subordinated to payments required in connection with any indebtedness contemplated thereby.

CI Service Companies (CISC)

Given that CIP GET – I is expected to indirectly or invest in early-stage development projects, which will usually not have personnel employed to operate such projects (as opposed to operational assets which typically have dedicated asset teams employed), the services required to manage and operate such projects will have to be

sourced from service providers, such as CISC. CISC provides certain services to funds managed by the Sponsor which are separate to and do not form part of the management services provided by the Sponsor. CISC is primarily owned by the funds managed by the Sponsor, which utilise CISC's resources. CIP GET – I may also become a direct or indirect owner of CISC. There will be no payment of goodwill at the point of the Underlying Fund or GET's entry or exit of the relevant CISC and the relevant funds' interests in such CISC shall be transferred to such CISC or another CIP-managed fund as part of liquidation of the relevant fund.

The allocation of CISC resources to various funds is decided by the Sponsor and the CISC management. Settlement of CISC services is ultimately allocated to the funds managed by the Sponsor according to their respective use of the resources on a cost-plus principle. Provided there is no material negative impact to any project held by funds managed by the Sponsor, CISC employees may be transferred to individual projects etc., in which case a purchase price, if any, will reflect the principles for acquiring and selling ownership stakes in CISC by funds managed by the Sponsor (which is calculated as a percentage value of the equity in CISC as of the transfer date without goodwill). A situation with insufficient CISC resources to support all projects across funds managed by the Sponsor in full could impose conflicts of interest among funds managed by the Sponsor. Conflicts relating to cost allocation and transfer pricing could also arise.

Deterioration of Credit Markets May Affect Ability to Finance and Consummate Investments

CIP GET – I's ability to generate investment returns may be adversely affected in the event that global credit markets deteriorate, and it becomes more difficult for investment funds to obtain favourable financing for Investments. Moreover, to the extent that such market events continue, they may have an adverse impact on the availability of credit to businesses generally and could lead to an overall weakening of the US and global economies. Such market events also may restrict the ability of CIP GET – I and the Underlying CIP Strategies to realise their Investments at favourable times or for favourable prices.

Adequacy and Availability of Insurance

While CIP GET – I is authorised to seek to make Investments where insurance and other risk management products are, to the extent available on commercially reasonable terms, utilised to mitigate the potential loss resulting from catastrophic events and other risks customarily covered by insurance, such coverage may not always be practicable or feasible. Moreover, it will not be possible to insure against all such risks, and any insurance proceeds from covered risks may be inadequate to completely or even partially cover a loss of revenues (e.g. business interruption insurance may not provide any or adequate coverage relating to shutdowns caused by pandemic health emergencies), an increase in operating and maintenance expenses and/or any necessary replacement or rehabilitation, as applicable. Certain losses (e.g., those caused by force majeure and certain other events) may be either uninsurable or insurable at such high rates as to adversely impact CIP GET – I's profitability if such insurance were obtained. In addition, the availability of adequate insurance is subject to market factors. Recent trends have increased both the cost (in some cases substantially) and the difficulty of obtaining such policies, a trend which may continue depending on market conditions.

Energy and Commodity Price Risk and Volume Risk

The Investments of CIP GET – I may fully or partly be subject to commodity price risk, including but not limited to the price (and availability) of construction materials and components (e.g. steel, copper, polysilicon, semiconductors and other key components), transportation, supply-vessels, contractors, turbine suppliers, solar panel suppliers etc., the price of electricity (affecting revenue) and significant changes in the relative cost of various and competing types of materials, services or energy. The operations and cash flows of a project and an investment may depend – in some cases to a significant extent – upon prevailing market prices for commodities. Historically, the markets for commodities have been volatile. Specifically, upon the expiry of a period with contracted cash flows, project profitability is exposed to merchant risk including intermittency risk on power prices. The balance between the three dimensions of the energy trilemma – security, affordability and sustainability – has come under strain and this may increase or decrease the returns to CIP GET – I. This volatility is expected to continue in the future.

Volume risk is an inherent part of certain renewable energy infrastructure projects. For instance, production may be reduced due to constraints or outages in the power grid system, the weather, including the fact that wind conditions fluctuate from year to year and wind speeds change over time and are difficult to assess and predict. Similar issues can arise in respect of other technologies such as solar power generation. In addition, specific areas may experience general change in water levels, including flooding and lower water levels (drought etc.), which

may for example impact pumped storage facilities negatively if water reservoirs dry out over time. Variation in production will lead to variations in the yield of the projects, but may also have other deferred negative impacts, for example in situations where a minimum production has been agreed with a power off-taker or energy hedge counterpart.

Furthermore, in many regions the electric utility industry is experiencing increasing efficiency pressures, primarily in wholesale markets, as a result of consumer demands, technological advances, greater availability of natural gas and other factors. To the extent the pricing and sale of electricity assume more characteristics of a commodity business, the economics of independent power generation projects into which CIP GET – I is permitted to invest may come under increasing pressure.

Leverage of Individual Investments

CIP GET – I's Investments (and the Investments of the Underlying CIP Strategies) may be leveraged and such Investments will typically have third-party debt, which may affect the stability of such Investments' cash flows. If an investment of an Underlying CIP Strategy cannot generate adequate cash flows to meet its debt service obligations, such Underlying CIP Strategy may suffer a partial or total loss of the capital invested in that investment, which would adversely affect the returns of CIP GET – I.

Leveraged Investments are inherently more sensitive to declines in revenues and to increases in expenses and interest rates. A leveraged entity may be subject to restrictive covenants imposed by lenders restricting its activity, or may be limited in making strategic acquisitions or obtaining additional financing. In addition, leveraged entities may be subject to restrictions on making distributions, which are often linked to matters including cover ratios and the level of infrastructure project performance. If an event occurs that prohibits a portfolio company from making distributions for a particular period, this may affect the levels and timing of CIP GET – I's returns.

Although the Sponsor and managers of the Underlying CIP Strategies will seek to use leverage in a prudent manner, the leveraged capital structure of Investments will increase the exposure of CIP GET – I's portfolio to adverse economic factors, such as downturns in the economy or deterioration in the expected value of the portfolio company or valuations generally in its industry. Additionally, securities acquired by CIP GET – I may be the most junior in what will typically be a complex capital structure, and thus subject to the greatest risk of loss in the case of financial difficulty or an event of default. Defaults may in some cases be triggered by events not related directly to the investment itself, such as the insolvency of a guarantor.

CIP GET – I and the Underlying CIP Strategy's ability to achieve attractive rates of return will depend on their ability to access sufficient sources of indebtedness at attractive rates. An increase in either interest rates or risk spreads demanded by leverage providers could make it more expensive to finance Investments and could make it more difficult for CIP GET – I and/or the Underlying CIP Strategies to compete for new Investments with other potential buyers who have a lower cost of capital.

For the avoidance of doubt, CIP GET – I intends to utilise leverage to finance its operations (including, without limitation, to fund Investments (e.g., without limitation, through bridge financing), cover Operating Expenses, Organisational and Offering Expenses and Management Fees, provide permanent financing or refinancing, provide cash collateral to secure outstanding letters of credit, provide funds for distributions to Shareholders, and to fund redemptions) as further described under Section 5.2 of this Annex. In connection thereof, CIP GET – I or any subsidiary may give guarantees and/or grant any type of security interest in favour of a leverage provider over all or part of its assets (including the Other Securities), whether on a deal-by-deal or on a portfolio basis. Any such borrowing and/or any supporting guarantees and/or security interest granted in connection thereof may be on a joint, several, joint and several or cross-collateralised basis (which may be on an Investment-by-Investment or portfolio wide basis) with any Parallel Entities, co-investment vehicles, other CIP Funds, joint venture partners and managers of such joint venture partners.

Hedging

The Sponsor, in relation to CIP GET – I and the managers of the Underlying CIP Strategies may employ hedging techniques on a selective and discretionary basis to seek to reduce the risks to CIP GET – I's portfolio arising from adverse movements in interest rates, securities prices and currency exchange rates or other relevant parameters. There can be no assurance that hedging techniques will be employed with respect to any or all such risks or at the relevant times, or that the techniques employed will be effective in reducing the risks in question. Also, any hedging transactions may themselves entail risks. Among other things, unanticipated changes in interest

rates, securities prices, or currency exchange rates may result in a poorer overall performance for CIP GET – I than if it or the Underlying CIP Strategies had not entered into hedging transactions.

Interest Rate, Foreign Exchange and Inflation Risk at Project/Investment Level

Project companies may use financial leverage, have cash flows in different currencies and enter inflation-indexed or non-inflation indexed long-term contracts and regulated tariffs. This exposes Investments to interest rate, currency and inflation risk. Furthermore, CIP GET – I intends to be exposed to both long-term debt and equity, which have different inflation risk exposures. All such risks may impact the performance of the Investments and the overall performance of CIP GET – I. The project company risk exposure is briefly described below.

- **Interest Rate Risk.** The infrastructure project companies may use financial leverage and accordingly CIP GET – I may be exposed to interest rate risk and the risk of project company default due to financial underperformance. Consequently, unfavourable movements in interest rates may adversely affect the cash flows and return of CIP GET – I's Investments. The Sponsor and the managers of the Underlying CIP Strategies may consider hedging interest rate risk at project level to the degree possible and desirable. Hedges made might not be effective, as actual future cash flows (or values) may deviate from the cash flows (or values) expected at the time of hedging or due to issues with hedge counterparts. Increases in interest rates may also affect the return requirements of buyers of CIP GET – I's Investments and as such negatively affect the value of Investments.
- **Foreign Exchange Risk.** The project companies may have cash flows in more than one currency. For example, an investment in the UK might have the majority of its revenue in GBP, but a part of CAPEX and operating cost in EUR. Where possible and desirable, the Sponsor or the managers of the Underlying CIP Strategies will direct the project companies to hedge their currency risk to ensure that main cash flows are in one currency. In the above example main cash flows could be hedged into GBP. Such hedging is generally done to the degree possible and economically desirable. This way, each investment may be hedged at project level into one currency. Hedges made might not be effective, e.g. due to changes in future currency mix and/or timing of cash flows. CIP GET – I and the Underlying CIP Strategies are permitted to enter into certain currency hedging transactions as permitted, or required, pursuant to the Prospectus, this Annex or documentation for the Underlying CIP Strategies.
- **Inflation.** Future cash flows from energy infrastructure projects will often depend on the rate of inflation, and CIP GET – I's investment return may be positively or negatively affected by changes in current and future inflation. The impact depends on a number of factors including whether CIP GET – I has invested in debt or equity issued by the project company. Moreover, in the case of inflation indexed cash flows (e.g. tariffs or long-term O&Ms), the inflation index applied might not reflect the overall rate of inflation in the economy. Typically, as inflation rises, a portfolio company will earn more revenue but will incur higher expenses. If inflation declines, a portfolio company may not be able to reduce expenses in line with any resulting reduction in revenue. Increases in inflation may also affect the return requirements of buyers of CIP GET – I's Investments and, as such, negatively affect the value of Investments and returns to Shareholders.

Deployment of Capital

In light of the nature of CIP GET – I's continuous offering in relation to CIP GET – I's investment strategy and the need to be able to deploy potentially large amounts of capital quickly to capitalise on potential investment opportunities, if CIP GET – I has difficulty identifying and investing in Investments on attractive terms, there could be a delay between the time it receives net proceeds from the issuance of Shares and the time CIP GET – I invests the net proceeds. CIP GET – I may also from time to time hold cash pending deployment into Investments or have less than an optimal level of leverage, which cash or shortfall to such optimal level of leverage may at times be significant, particularly at times when CIP GET – I is receiving high amounts of offering proceeds and/or times when there are few attractive investment opportunities. Such cash may be held in an account for the benefit of Shareholders that may be invested in money market accounts or other similar temporary Investments.

In the event CIP GET – I is unable to find suitable investments such cash may be maintained for longer periods which would be dilutive to overall investment returns. This could cause a substantial delay in the time it takes for a Shareholder's investment to realise its full potential return and could adversely affect CIP GET – I's ability to pay regular distributions of cash flow from operations to Shareholders. It is not anticipated that the temporary investment of such cash into money market accounts or other similar temporary investments pending deployment

into investments will generate significant interest, and Shareholders should understand that such low interest payments on the temporarily invested cash may adversely affect overall returns. In the event CIP GET – I fails to timely invest the net proceeds from the issuance of Shares or does not deploy sufficient capital to meet its targeted leverage, CIP GET – I’s results of operations and financial condition may be adversely affected.

Multiple Levels of Fees and Expense versus Direct Investment

In addition to the direct expenses and management costs borne by CIP GET – I, it may also bear its *pro rata* share of certain expenses and management costs incurred directly or indirectly by Underlying CIP Strategies in which it invests. This would result in more expenses being borne (indirectly) by Shareholders than if the Shareholders were able to invest directly in the Underlying CIP Strategies. The Sponsor will make arrangements to avoid Shareholders indirectly bearing any such management fees (or the equivalent) of all or any portion of the Underlying CIP Strategies.

When CIP GET – I invests in Underlying CIP Strategies, there will be organisational and operating expenses associated with such Investments that CIP GET – I, and indirectly the Shareholders, will bear a portion of. These various levels of costs and expenses will be charged whether or not the performance of CIP GET – I generates positive returns. As a result, CIP GET – I, and indirectly the Shareholders, may bear multiple levels of expenses, which in the aggregate would exceed the expenses which would typically be incurred by an Investment in a single fund investment, and which would offset CIP GET – I’s profits. In addition, because of the fees and expenses payable by CIP GET – I pursuant to such Investments, its returns on such Investments will be lower than the returns to a direct investor in the Underlying CIP Strategies.

Allocation of Investment Opportunities

CIP GET – I’s primary investment strategy of participating in Investments into funds managed by the Sponsor, but generally not participating in direct investments (including via co-investments) in anything other than a passive capacity, differs from the principal investment strategies of other funds managed by the Sponsor, which do generally participate as active investors, often with control or co-control positions, in direct investments. Nevertheless, from time to time an investment opportunity (e.g. a co-investment or secondary opportunity) may arise which is suitable for CIP GET – I and another fund managed by the Sponsor, managed account and/or other investment vehicle (including, as the case may be, a special purpose acquisition vehicle and open-ended investment vehicles similar to CIP GET – I) operated, managed and/or advised by the Sponsor. Shareholders should note that any co-investment opportunities will be made available to CIP GET – I at the discretion of the general partner, manager and/or operator of the relevant fund managed by the Sponsor in respect of which such co-investment opportunity arises and, accordingly, CIP GET – I has no guarantees, or preferential rights, with respect to the allocation of any co-investment opportunities (which may therefore be granted or made available to other funds managed by the Sponsor, to one or more investors in those other funds managed by the Sponsor or to other investors in the Underlying CIP Strategy in respect of which such opportunity arises, to affiliates of the Sponsor or to one or more third parties). In addition, no guarantees can be given as to any allocations in any Underlying CIP Strategies in which CIP GET – I may plan to invest. Any subscriptions by CIP GET – I to a fund managed by the Sponsor may be declined in whole or in part by the general partner, manager and/or operator of the relevant fund managed by the Sponsor, including where CIP GET – I would not meet any proposed minimum commitment amount to the relevant fund managed by the Sponsor, would not satisfy any applicable regulatory requirements such as anti-money laundering or qualifying investor status requirements (including, where applicable, as assessed on a look-through basis to the underlying Shareholders in CIP GET – I) or as part of any ‘scale-backs’ that may be imposed.

Prospective investors in CIP GET – I should note that other funds managed by the Sponsor, managed accounts and/or other investment vehicles may have investment objectives, mandates and/or policies that overlap with those of CIP GET – I and that the Sponsor or its affiliates may in the future establish other investment funds and/or managed account arrangements and/or other types of investment vehicle (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I) with investment objectives, mandates and policies that could overlap with those of CIP GET – I. As a result, investment opportunities may arise which are either suitable for investment by both CIP GET – I and any such other investment funds and/or managed account arrangements and/or other types of investment vehicle (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I) or which meet only certain, but not all, relevant criteria for allocation to CIP GET – I and as such are offered solely or in part to such other investment funds and/or managed account arrangements and/or other types of investment vehicle (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I). No guarantees can be given as to the allocation of

suitable investment opportunities to CIP GET – I (including prospective co-investments), and neither the Sponsor nor its affiliates shall bear any liability for investment opportunities that may be suitable for investment by CIP GET – I being allocated (in whole or in part) to any other investment funds and/or managed account arrangements and/or other types of investment vehicle (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I).

In addition to the foregoing, subject to the terms of the Prospectus and this Annex, circumstances may arise where the Sponsor determines that a suitable investment opportunity with which it is presented should not be taken-up by CIP GET – I in full or at all, in which case part or all of any such investment (as applicable) may be offered to another fund, managed account or other investment vehicle (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I) managed by the Sponsor, or to co-investors. This includes circumstances in which the Sponsor determines that CIP GET – I should not pursue some or all of an investment opportunity including, but not limited to, situations where such investment is deemed unsuitable having regard to the capital available for deployment by CIP GET – I (after taking account of the need for any reserves and other potential funding and/or liquidity requirements).

To the extent to which the Sponsor acts as the manager both of CIP GET – I and another fund managed by the Sponsor, managed account or other investment vehicle (including a special purpose acquisition vehicle and open-ended investment vehicles similar to CIP GET – I) which participate in the same investment, then conflicts of interest may arise in respect of such investment (including, for example, with respect to their ability to exit, participate in follow-on investments (including the price at which CIP GET – I and another fund managed by the Sponsor may participate in follow-on investments) and other rights with respect to, such investment). In managing any such conflicts, it is expected that the conflict resolution procedures set out in the fund documentation for the relevant other fund managed by the Sponsor (if any) will generally be followed to determine the extent of CIP GET – I's and the other fund managed by the Sponsor's participation in the relevant potential investment opportunity. Such conflicts procedures may differ from fund to fund (and therefore also differ with respect to how they apply to different investment opportunities) and may evolve and be updated from time to time, but may for example, involve the Board of Directors being split such that only certain managers of the Sponsor will be able to participate in meetings, and vote on matters, relating to CIP GET – I's Investment, and such managers shall not be entitled to participate in, or vote on matters relating to, the managed accounts of other funds managed by the Sponsor or other investment vehicle's (including a special purpose acquisition vehicle's or an open-ended investment vehicle's similar to CIP GET – I) investment where a conflict arises. If such a split should not be feasible or practicable (and alternative arrangements cannot be made to suitably manage potential conflicts, including for example, by forming a sub-committee of the board representing each fund), the matter may be referred to one or more committees of the Sponsor that may be established from time to time for a recommended course of action. In addition, CIP GET – I and such other fund or managed account managed by the Sponsor or other investment vehicle (including a special purpose acquisition vehicle and open-ended investment vehicles similar to CIP GET – I) (or one or more of their respective holding vehicles) may in such circumstances enter into a shareholders' agreement (or similar arrangement) to govern their future relationship and governance with respect to such jointly held investment, in which case the provisions of such shareholders' agreement (or similar arrangement) may govern with respect to any future matters which arise and present a conflict of interest with respect to their joint holding of an investment. As mentioned above, alternative procedures for managing such conflicts of interest may also be established from time to time.

More generally, investors in CIP GET – I should note that such other funds managed by the Sponsor, managed accounts or other investment vehicles (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I) may provide for certain economic entitlements in favour of the Sponsor or its affiliates which are more beneficial to members of the Sponsor or CIP Personnel than the economic entitlements provided with respect to CIP GET – I. Shareholders should be aware that, while relevant members of, and personnel within, CIP will seek to make recommendations regarding the allocation of investment opportunities, and managers, general partners or operators of funds managed by the Sponsor will seek to allocate such investment opportunities, in each case, on a fair and reasonable basis having regard to relevant considerations such as those described above, such factors and other similar considerations may nonetheless create incentives to allocate greater amounts in particular investment opportunities, or the whole of any such opportunities, to such other funds managed by the Sponsor, managed account arrangements or other investment vehicles (including special purpose acquisition vehicles and open-ended investment vehicles similar to CIP GET – I) rather than CIP GET – I. Please refer to Section 17.8 of this Annex below for additional details.

17.3 Risks Relating to the Underlying CIP Strategies

CIP GET – I will invest in one or more Underlying CIP Strategies. Conflicts of interest may arise in respect of the Sponsor’s management of CIP GET – I and the Sponsor’s, or an affiliate of the Sponsor’s, management of the relevant Underlying CIP Strategy in which CIP GET – I invests, as the case may be. While the Sponsor is required to act in best interest of CIP GET – I, it will also be required to act in best interest of the relevant Underlying CIP Strategy as a whole, in which CIP GET – I is expected to be an investor. The Underlying CIP Strategies are generally expected to be structured as one or more limited partnerships (or the equivalent, depending on the jurisdiction), in which case CIP GET – I will participate as a passive limited partner and as such will generally not be able to engage in their activities. As a result, CIP GET – I (and therefore, indirectly the Shareholders), will be wholly reliant on the skills, judgement, methods and management of the general partner(s), manager(s) and/or operator(s) of the Underlying CIP Strategies in which CIP GET – I invests and their respective advisors, and the ability of the same to successfully implement the investment strategy and objectives for the relevant Underlying CIP Strategy.

Moreover, while limited partners participating in Underlying CIP Strategies will generally be expected to have certain consent and/or voting rights based on their respective commitment amounts to the Underlying CIP Strategy (including, for example, the ability to vote to remove the general partner, manager and/or operator of the Underlying CIP Strategies in certain circumstances), the expectation is that CIP GET – I, as an investment fund managed, operated and/or advised by either the same or affiliated entities to those managing, operating and/or advising the Underlying CIP Strategies in which it invests, will be considered a related party and therefore not be afforded the benefit of any such voting and/or consent rights under the terms of the Underlying Fund Documentation. Instead, any voting or consent rights that CIP GET – I might otherwise have in respect of its investment in an Underlying CIP Strategy are expected to be treated as ‘non-voting interests’ and therefore excluded from participating in any consents or votes in connection with the activities of the Underlying CIP Strategy. While the interests of investors in an Underlying CIP Strategy are generally expected to align, there can be no guarantees of this and investors may vote or exercise consent rights with respect to their interests in an Underlying CIP Strategy according to their own respective interest. Shareholders should note therefore, that the exercise of votes and/or consent rights by other investors in a relevant Underlying CIP Strategy may not necessarily align with the interests of CIP GET – I as an investor in the Underlying CIP Strategy, and as a result decisions may be made with respect to the operations and activities of the relevant Underlying CIP Strategy in a manner disadvantageous to the interests of CIP GET – I. For example, circumstances could arise where the CIP manager of an Underlying CIP Strategy is replaced by a non-CIP manager (including, subject to the terms of the Underlying Fund Documentation, for no-fault on the part of the outgoing CIP manager), as a result of which certain changes may be made to the investment strategy and/or objectives of the relevant Underlying CIP Strategy and/or certain benefits secured by CIP GET – I in respect of its investment in an Underlying CIP Strategy may cease to apply, all of which may be detrimental to CIP GET – I’s Investment in the relevant Underlying CIP Strategy.

To the extent that CIP GET – I does secure the benefit of any voting rights / consents with respect to an Underlying CIP Strategy, then any such voting rights/consents will be exercised by the AIFM on behalf of CIP GET – I at its discretion, and the Sponsor will not be required to seek any input or direction as to how to exercise such consent or voting right from the Shareholders. Accordingly, while the AIFM shall take account of the interests of CIP GET – I in determining how to exercise any such consent or voting rights, it shall not be required to take account of the interests of an individual Shareholder and their specific circumstances. Votes and/or consents may therefore be exercised in a manner that a Shareholder does not agree with, or otherwise considers disadvantageous to its own specific interests and/or circumstances.

Shareholders should also be aware that the terms governing CIP GET – I’s Investment in an Underlying CIP Strategy are not expected to be negotiated on behalf of CIP GET – I. Typically, investors participating in an Underlying CIP Strategy will conduct a certain level of due diligence as well as engaging legal counsel and/or other advisors (such as tax and regulatory advisors) prior to subscribing for interests in the relevant Underlying CIP Strategy. Given that both CIP GET – I and the Underlying CIP Strategies in which it invests are expected to be managed by CIP Personnel, and the fact that CIP GET – I is expected to generally be a minority investor in the Underlying CIP Strategy, the Sponsor does not anticipate conducting any such corresponding individual investor due diligence or engaging legal or other advisors in connection with its Investments. Instead, CIP GET – I will rely on the Sponsor having knowledge of the investment strategies of the Underlying CIP Strategies in which it invests (by virtue of the Sponsor and/or one or more of its affiliates also acting as the manager or in a similar capacity with respect to the Underlying CIP Strategy), together with any negotiations undertaken by other investors in the Underlying CIP Strategy which have the effect of benefiting investors in general (i.e. by securing

investor-friendly changes to the Underlying Fund Documentation for the relevant Underlying CIP Strategy). It should, however, be noted that while the interests of prospective investors in an Underlying CIP Strategy are generally expected to align in terms of securing changes to the Underlying Fund Documentation, circumstances may arise where changes are secured that may be viewed as beneficial by certain prospective or actual investors in the Underlying CIP Strategy, but not necessarily by all prospective or actual investors (which may include CIP GET – I). Investors negotiate the terms of their investment based on their own specific requirements, and without regard to the interest of any other actual or prospective investors (including CIP GET – I), and the extent of investor negotiations (which could, but will not necessarily, indirectly benefit CIP GET – I) may vary between the Underlying CIP Strategies in which CIP GET – I invests (including, in particular, due to the vintage and size of the fund and the relative negotiating power of the investors when making their commitments to the fund) and accordingly no reliance can or should be placed on the due diligence and other assessments made by other investors in determining whether to invest in a relevant Underlying CIP Strategy. Similarly, as noted above, investors may during the term of a relevant Underlying CIP Strategy consent to changes that are not necessarily in the interests of CIP GET – I, taking into account its own specific circumstances. In addition, while CIP GET – I is expected to have the benefit of any “Most-Favoured Nations” provision under the terms of the Underlying Fund Documentation, where applicable, it should be noted that certain other Shareholders in CIP GET – I may negotiate the benefit of certain terms related to their investment in a relevant Underlying CIP Strategy that are not available to CIP GET – I pursuant to any such “Most-Favoured Nations” process (and vice-versa). This may include, for example, terms that are negotiated based on such other investor’s legal, regulatory or tax status or requirements, terms that are available subject to certain conditions being satisfied that may not be met by CIP GET – I (including, for example, discounts to the management fee (if applicable) and/or performance allocation, performance fee or carried interest (or similar) and other beneficial economic terms based on the size and/or timing of a commitment made to the Underlying CIP Strategy) as well as preferential co-investment rights or other beneficial terms that are generally not available for election by other investors as part of such “Most Favoured Nations” process.

Controlling and Non-Controlling Investment Stakes

While the manager of an Underlying CIP Strategy will generally seek to ensure that the Underlying CIP Strategy is able to at least exercise a controlling influence in respect of its Investments, the Sponsor expects that in certain instances CIP GET – I will, indirectly or directly alongside an Underlying CIP Strategy, co-invest alongside industrial and/or financial partners and invest in minority equity positions and/or hybrid and debt instruments. In such cases, CIP GET – I and such Underlying CIP Strategies may not have control over their Investments and may have to follow decisions of other investors. Although as a condition of making an investment, the Sponsor expects that appropriate rights generally will be sought to protect CIP GET – I’s interests, there can be no assurance that such rights will be available or that such rights will provide sufficient protection of CIP GET – I’s rights. In such cases, CIP GET – I will typically be significantly reliant on the other shareholders of such companies and/or investors of such projects, who may not be affiliated with CIP GET – I and whose interests may conflict with the interests of CIP GET – I.

More generally, the use of joint ventures and similar arrangement may limit the degree of control that and Underlying CIP Strategy can exercise with respect to certain portfolio companies.

Credit Investment Risks

The performance of and investor yield on the credit investments of Underlying CIP Strategies may be affected by the default or perceived credit impairment of Investments and by general or sector-specific credit spread widening. Credit risks associated with the Investments include (among others): (i) the inability of portfolio companies to meet their debt service obligations as a result of lower than anticipated earnings or a rise in interest rates; (ii) the decline in value of portfolio companies’ assets; and (iii) the inability of portfolio companies to refinance their debt instruments at maturity. For reasons not necessarily attributable to any of the risks set forth herein (for example, supply/demand imbalances or other market forces), the value of Investments may decline substantially. An economic downturn and/or rising interest rates could severely disrupt the market and adversely affect the value of Investments and/or the ability of the portfolio companies to pay interest or repay the principal. In the event of a default by a portfolio company, the Underlying CIP Strategy will bear a risk of loss of principal and accrued interest on that investment. A portfolio company may default on its obligations for a variety of reasons, including (among others) non-payment of principal or interest, as well as breaches of contractual covenants.

A portfolio company in default may become subject to restructuring negotiations or may be restructured by, for example, reducing the interest rate, writing-down the principal of its debt (potentially in exchange for equity in

the portfolio company), and/or changing the contractual terms and conditions of its debt instruments. Any such process may be an expensive and lengthy process and therefore have a material negative effect on the Underlying CIP Strategy's, and thereby indirectly on CIP GET – I's, return on the investment. In addition to costs incurred by the portfolio company during such a process, significant costs might also be imposed on the lender, further affecting the anticipated return of the Underlying CIP Strategy. The secondary market liquidity in such defaulted investments would likely be limited and, where a defaulted investment is sold, it is unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest owed on that investment. Additional credit investment risks are set out as follows:

- **Usury Limitations.** Whilst not anticipated at the outset, interest charged on loans owned by Underlying CIP Strategies may be subject to state usury laws imposing maximum interest rates and penalties for violation, including restitution of excess interest and unenforceability of debt.
- **Prepayment Risk.** The terms of underlying debt instruments in which an Underlying CIP Strategy invests may allow portfolio companies to voluntarily prepay underlying debt instruments at any time, either with no or a nominal prepayment premium. This prepayment right could result in a portfolio company repaying the principal on an obligation held by the Underlying CIP Strategies earlier than expected. This may occur upon a change of control of a portfolio company or as a result of a refinancing of the debt due to the portfolio company's improved financial performance or a lower available cost of debt in the market. The yield and total profit generated by the Underlying CIP Strategy may be affected by the rate of prepayment of its Investments. Assuming an improvement in credit market conditions, early repayments of the debt held by the Underlying CIP Strategy could increase. To the extent early prepayments increase, they may have a material adverse effect on the Underlying CIP Strategy's investment objectives and profits. If the Underlying CIP Strategy is unable to reinvest the proceeds of such prepayments in new Investments at a similar return as the prior investment, the proceeds generated by the Underlying CIP Strategy will decline as compared to the manager of such Underlying CIP Strategy's prior expectations.
- **Secured Debt Instruments.** Underlying CIP Strategies may invest in secured debt, including senior secured loans and bonds. When such an Underlying CIP Strategy acquires a secured instrument in a portfolio company, it will generally have the benefit of a security interest over the shares and/or certain assets of the portfolio company. While this should mitigate the risk that the Underlying CIP Strategy will not be repaid, there is a risk that the collateral securing the Underlying CIP Strategy's underlying debt instrument may decrease in value over time, may be difficult to sell in a timely manner, may be difficult to appraise, or may fluctuate in value based upon the success of the business and market conditions, including as a result of the inability of the portfolio company to raise additional capital. In addition, deterioration in a portfolio company's financial condition and prospects, including its inability to raise additional capital, may be accompanied by deterioration in the value of the collateral for the underlying debt instrument. In addition, the Underlying CIP Strategy's lien could be subordinated to claims of other creditors. Consequently, the fact that an underlying debt instrument is secured does not guarantee that the Underlying CIP Strategy will receive principal and interest payments according to the underlying debt instrument's terms or that the Underlying CIP Strategy will be able to recover the value of the loan should it enforce its remedies.
- **Subordinated Instruments.** Underlying CIP Strategies may invest in subordinated instruments, including second lien, mezzanine and payment-in-kind ("PIK") instruments, which involve a high degree of risk with no certainty of any return of capital. Although subordinated instruments are typically senior to common stock and other equity securities in the capital structure, they may be either contractually or structurally subordinated to large amounts of senior debt and are occasionally unsecured. Subordinated instruments may also be structurally subordinated, for example in the case of an investment at the holding company level. Investments in highly leveraged issuers of such subordinated instruments are intrinsically more sensitive to declines in issuer revenues and to increases in issuer expenses. Issuers may face intense competition, changing business and economic conditions or other developments that may adversely affect their performance. Moreover, rising interest rates may increase an issuer's interest expense. There can be no assurance that an issuer will generate sufficient cash to service its obligations. Moreover, a debt security or obligation bearing PIK interest will generally have a higher risk of non-payment of interest since there may be no cash payments of interest from the issuer prior to maturity or refinancing. In addition, many of the remedies available to subordinated debt holders are available only after satisfaction of claims of senior creditors. Therefore, in the event that an issuer does not generate adequate cash flow to service its debt obligations, the Underlying CIP Strategy may suffer a partial or total loss of invested capital.

- **Unitranche Loans.** Underlying CIP Strategies may invest in unitranche debt, which is an instrument that combines senior secured debt and subordinated debt into a single debt instrument. Unitranche loans provide leverage levels comparable to a combination of first lien and second lien or subordinated loans, and may rank junior to other debt instruments issued by the underlying issuer. Unitranche loans generally allow the borrower to make a large lump sum payment of principal at the end of the loan term, and there is a heightened risk of loss if the borrower is unable to pay the lump sum or refinance the amount owed at maturity. In addition, because unitranche loans are a newer form of debt instrument and they have not been fully evaluated through a credit cycle, they may subject such Underlying CIP Strategies to risks that cannot be fully identified at this time. Further, the complex terms of unitranche debt have not yet been widely tested in bankruptcy and restructuring situations. As a result, default and loss expectations are more difficult to estimate with respect to unitranche debt as compared to other forms of debt instruments such as senior loans and subordinated debt instruments. In particular, in a bankruptcy proceeding involving a unitranche loan, there is a risk that the entire unitranche loan will be viewed as a single secured claim. If the collateral is insufficient to secure the entire unitranche loan, it may be deemed as an unsecured claim in its entirety. The untested nature of unitranche loan arrangements also exposes such Underlying CIP Strategies to a heightened risk of litigation among the lender group in the event of bankruptcy.
- **Unrated or Low-Grade Debt Instruments.** Underlying CIP Strategies may invest in unrated or low grade debt instruments (including in “high yield” bonds, and preferred securities and distressed debt) that are generally considered to be predominantly speculative with respect to the issuer’s capacity to pay interest and repay the principal and are subject to greater risk of loss of principal and interest than higher-rated and comparable non-rated debt instruments. Such Underlying CIP Strategies may invest in debt instruments which rank junior to other outstanding instruments and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer’s assets. Instruments in the lower rated categories and comparable non-rated instruments are also generally considered to be subject to greater risk than instruments with higher ratings or comparable non-rated instruments in the case of deterioration of general economic conditions. Because investors generally perceive that there are greater risks associated with lower rated and comparable non-rated instruments, the yields and prices of such instruments may be more volatile than those for higher rated and comparable non-rated instruments. The market for lower rated and comparable non-rated instruments is thinner, often less liquid and less active than that for higher rated or comparable non-rated instruments, which can adversely affect the prices at which these instruments can be sold and may even make it difficult to sell such instruments. As such, the timing of cash distributions to investors is uncertain and unpredictable. In addition, debt instruments may also not be protected by financial covenants or limitations on additional indebtedness.
- **Loans and Participations.** Underlying CIP Strategies may invest in loans and participations. These obligations are subject to unique risks, including, without limitation: (i) the possible invalidation of an investment transaction as a fraudulent conveyance under relevant creditors’ rights laws; (ii) so-called lender-liability claims by the issuer of the obligations; (iii) environmental liabilities that may arise with respect to collateral securing the obligations; (iv) adverse consequences resulting from participating in such instruments with other institutions with lower credit quality; and (v) limitations on the ability of such Underlying CIP Strategies to directly enforce its rights with respect to participations. The underlying debt instruments held by Underlying CIP Strategies may include funded term loans, delayed-draw term loans, revolving credit facilities or similar debt facilities. These instruments may be ranked senior, super-senior or subordinated to other instruments and liabilities in the capital structure, such ranking determined by the structure or contractual terms of the transaction, including via a “first-out/last-out” structure.

Successful claims by third parties arising from these and other risks, absent bad faith, may be borne by the Underlying CIP Strategies. Loans are frequently traded on the basis of standardised documentation which is used in order to facilitate trading and market liquidity. There can be no assurance, however, that future levels of supply and demand in loan trading will provide an adequate degree of liquidity or that the current level of liquidity will continue or that the same documentation will be used in the future. The settlement of trading in loans often requires the involvement of third parties, such as facility or security agents, and there presently is no central clearing house or authority which monitors or facilitates the trading or settlement of all loan trades. Often, settlement may be delayed based on the actions of a third party or counterparty, and adverse price movements may occur in the time between trade and settlement, which could result in adverse consequences for an Underlying CIP Strategy. Such Underlying CIP Strategy may acquire interests in loans directly by way of assignment. The purchaser of an assignment typically succeeds to all the rights and obligations of the assigning institution and becomes a contracting party under the credit agreement with respect to the debt obligation; however, its rights may be more restricted than those of the

assigning institution. In addition, if an Underlying CIP Strategy acquires a loan pursuant to an assignment, it is possible that such Underlying CIP Strategy's claim may be subject to attack (i.e. equitable subordination or disallowance) as a result of the conduct of the assignee.

Underlying CIP Strategies may also acquire interests in loans indirectly by way of participation. In certain circumstances, investing in the form of a participation may be the most advantageous or only route for an Underlying CIP Strategy to make or hold an investment, including in light of limitations relating to local law and regulation or the willingness of agents or borrowers to allow such Underlying CIP Strategy to become a lender of record. Even in circumstances where such Underlying CIP Strategy is a lender of record, it may have limited influence on voting and decision making under the relevant loan agreement, and the degree of control that such Underlying CIP Strategy has will depend on debt holdings in the particular investment and the commitment thresholds required to effect amendments and waivers under the relevant loan documentation. In purchasing participations, Underlying CIP Strategies may have no direct right to enforce compliance by the borrower with the terms of the loan agreement, may have limited or no voting rights because an Underlying CIP Strategy will not be the lender of record or the loan agreement restricts participation voting rights and/or CIP GET – I may not directly benefit from the collateral supporting the debt obligation in which it has purchased the participation. As a result, such Underlying CIP Strategy may assume the credit risk of both the borrower and the institution selling the participation to the Underlying CIP Strategy.

- **Convertible Securities.** Underlying CIP Strategies may acquire convertible securities that are bonds, debentures, notes, preferred stocks or other types of convertible securities. A convertible security generally entitles the holder to receive interest that is generally paid or accrued on debt or a dividend that is paid or accrued on preferred stock until the convertible security matures or is redeemed, converted or exchanged. Convertible securities have unique investment characteristics in that they generally (i) have higher yields than common stocks, but lower yields than comparable non-convertible securities, (ii) are less subject to fluctuation in value than the underlying common stock due to their fixed income characteristics and (iii) provide the potential for capital appreciation if the market price of the underlying common stock increases. A convertible security may be subject to redemption at the option of an Underlying CIP Strategy at a price established in the convertible security's governing instrument. If a convertible security held by such Underlying CIP Strategy is called for redemption, the Underlying CIP Strategy may be required to redeem the security, convert it into the underlying common stock or sell it to a third party. Any of these actions could have an adverse effect on an Underlying CIP Strategy's ability to achieve its investment objective.
- **Options; Warrants.** Underlying CIP Strategies may invest in or otherwise receive options, warrants or rights. Warrants, options and rights generally give the holder the right to receive, upon exercise, a security of the issuer at a stated price. Risks associated with the use of warrants, options and rights are generally similar to risks associated with the use of options. Unlike most options, warrants and rights are issued in specific amounts, and warrants generally have longer terms than options. Warrants and rights are not likely to be as liquid as exchange-traded options backed by a recognised clearing agency. In addition, the terms of warrants or rights may limit an Underlying CIP Strategy's ability to exercise the warrants or rights at such time, or in such quantities, as such Underlying CIP Strategy would otherwise wish. When an Underlying CIP Strategy holds an option or warrant, it runs the risk that it will lose its entire investment in such option or warrant in a relatively short period of time, unless such Underlying CIP Strategy exercises such option or warrant or enters into a closing transaction with respect to such option or warrant during the life of such option or warrant. If the price of the underlying security does not rise or fall to an extent sufficient to cover the option or warrant premium and transaction costs, the Underlying CIP Strategy will lose part or all of its investment in such option or warrant. There is no assurance that Underlying CIP Strategies will be able to effect closing transactions at any particular time or at any acceptable price.
- **Origination of Debt or Debt-Linked Securities.** As a result of CIP GET – I's investment activities, it is possible that CIP GET – I, the Underlying CIP Strategies or their respective general partners or managers could be deemed to be engaged in the origination of debt or debt-linked securities, including hybrid debt and preferred equity, for purposes of the applicable laws in jurisdictions in which such activities take place. Such laws are often highly complex and may include licensing requirements. The licensing processes can be costly, lengthy and can be expected to subject a debt originator to increased regulatory oversight. In some instances the process for obtaining a required license or exception certificate may require disclosure to regulators or to the public of information about CIP GET – I, the Underlying CIP Strategies or their direct or indirect Investors, their Investments, their investment strategies and business activities, their management or Controlling Persons or other matters. Such disclosures may provide competitors with

information that allows them to benefit at the expense of CIP GET – I or the Underlying CIP Strategies, which could have a material adverse effect on CIP GET – I. Failure, even if unintentional, to comply fully with applicable laws may result in sanctions, fines, or limitations on the ability of CIP GET – I, the Underlying CIP Strategies, their respective general partners or their affiliates to do business in the relevant jurisdiction or to procure required licenses in other jurisdictions, all of which could have a material adverse effect on CIP GET – I.

- **Cross-Collateralisation.** Underlying CIP Strategies may, through entry into a subscription facility, engage in financings where several Investments are cross-collateralised, thereby subjecting the Underlying CIP Strategies to loss in respect of multiple Investments. As a result, an Underlying CIP Strategy could lose its interests in performing Investments in the event such Investments are cross-collateralised with poorly performing or non-performing Investments.
- **EU Securitisation Regulation.** Regulation (EU) No. 2017/2042 (the “**EU Securitisation Regulation**”) requires “institutional investors”, prior to making an investment in a “securitisation”, to verify: (a) that the “originator”, “sponsor” or “original lender” of the securitisation will retain, on an ongoing basis, a material net economic interest of not less than 5% in that securitisation; and (b) that the securitisation meets certain criteria including, without limitation, transparency criteria, i.e. information and reports are to be provided to investors in the securitisation, and criteria as to the underlying loans or other assets held by the securitisation (together, the “**EU Risk Retention and Due Diligence Requirements**”). The EU Securitisation Regulation also places ongoing compliance obligations on institutional investors with regard to investments in securitisations, including, without limitation, requirements to monitor and stress test such positions on an ongoing basis (together, the “**Ongoing Monitoring Requirements**”). Similar requirements are also prescribed by earlier European Union legislation.

The term “securitisation” under the EU Securitisation Regulation is defined broadly and refers to a transaction or scheme whereby the credit risk associated with an exposure or a pool of exposures is tranching and has certain characteristics, including that: (i) payments in the transaction or scheme are dependent upon the performance of the exposure or of the pool of exposures; and (ii) the subordination of tranches determines the distribution of losses during the ongoing life of the transaction or scheme. Collateralised loan obligations and other traditional securitisations involving the issuance of securities typically fall within the definition but the issuance of securities or bonds is not required for a transaction to constitute a “securitisation”. The AIFM is authorised under the AIFM Act and hence will be an “institutional investor” for the purposes of the EU Securitisation Regulation. Where the Sponsor is unable to comply with the EU Risk Retention and Due Diligence Requirements including where, for example, the proposed securitisation is not structured or managed in accordance with the criteria set out in the EU Securitisation, or determines that it is unable to comply with the Ongoing Monitoring Requirements for whatever reason, the Underlying CIP Strategies will be unable to invest in the securitisation. If the Underlying CIP Strategies invest in a securitisation, the Sponsor (or manager or such Underlying CIP Strategy) will be required to comply with the EU Risk Retention and Due Diligence Requirements and Ongoing Monitoring Requirements. As a result, Sponsor and/or Underlying CIP Strategy manager may incur liabilities and/or additional costs and expenses in connection with the investment, for which it may seek reimbursement from such Underlying CIP Strategies.

- **Insolvency Considerations.** Any Investments held by CIP GET – I or Underlying CIP Strategies may be subject to various laws enacted in the home country, jurisdiction or state of the applicable borrower for the protection of creditors. Insolvency considerations may differ depending on the jurisdiction in which each borrower is formed and/or located and may differ depending on whether the borrower is a non-sovereign or a sovereign entity. If a court in a lawsuit brought by an unpaid creditor or representative of creditors of a borrower entity, such as a trustee in bankruptcy, were to find that the borrower did not receive fair consideration or reasonably equivalent value for incurring the indebtedness constituting such investment and, after giving effect to such indebtedness, the borrower: (i) was insolvent; (ii) was engaged in a business for which the remaining assets of such borrower constituted unreasonably low capital; or (iii) intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature, such court could invalidate, in whole or in part, such indebtedness as a fraudulent conveyance, subordinate such indebtedness to existing or future creditors of the borrower or recover amounts previously paid by the borrower in satisfaction of such indebtedness. The measure of insolvency for purposes of the foregoing will vary. There can be no assurance as to what standard a court would apply in order to determine whether the borrower was “insolvent” after giving effect to the incurrence of the indebtedness constituting the investment, or that, regardless of the method of valuation, a court would not determine that the borrower

was “insolvent” upon giving effect to such incurrence. In addition, in the event of the insolvency of a borrower, payments made on the applicable loan could be subject to avoidance as a “preference” if made within a certain period of time (which may be as long as one (1) year and (1) one day) before insolvency. In addition, if a borrower is the subject of a bankruptcy proceeding, payments to the Underlying CIP Strategy with respect to such investment may be delayed or diminished as a result of the exercise of various powers of the bankruptcy court, including the following: (A) an “automatic stay,” under which the Underlying CIP Strategy will not be able to institute proceedings or otherwise enforce its rights against the borrower or obligor with respect to the Underlying CIP Strategy’s investment without permission from the court; (B) conversion by the bankruptcy court of the Underlying CIP Strategy’s investment into more junior debt or into an equity obligation of the borrower or obligor; (C) modification of the terms of the Underlying CIP Strategy’s investment by the bankruptcy court, including reduction or delay of the interest or principal payments thereon; and (D) grant of a priority lien to a new money lender to the borrower or obligor on the applicable loan.

17.4 Project Specific Risks

Whereas overall market conditions, regulatory regimes and energy prices are given (and exogenous factors outside the control of the Sponsor and the managers of the Underlying CIP Strategies) and to some extent systemic across a portfolio of energy infrastructure investments, project specific risk factors are – as indicated – specific to each project, and the Sponsor and the managers of the Underlying CIP Strategies are to some degree able to influence, manage and/or exercise control over these factors. The project specific risks include, but are not limited to, transaction and development risk (including broken deal risk), construction-related risk, operational risk and project financing-related risk. Such risks are further described elsewhere in this sub-chapter. All such risks may impact the performance of the Investments and CIP GET – I’s overall performance.

Transaction Risk

Some negotiation and transaction processes may not lead to a successful transaction/ investment. Such processes consequently expose CIP GET – I to “broken deal costs” (such as adviser fees, travel costs, etc.), which can impact the overall performance of CIP GET – I.

Permits, Licenses and Statutory Approvals

The development, construction and operation of energy infrastructure projects require several permits, concessions, leases and licenses. Delays in obtaining licenses, approvals and authorisations are common and may adversely affect the development of infrastructure projects and the operations of portfolio companies. Non-compliance with regulation and contractual obligations may cause loss of rights to operate and loss of financial subsidies or hedges.

Development Risk

CIP GET – I will often be exposed to projects at a very early stage and thereby subject to development risks e.g. related to securing the necessary permits, grid connections and off-take agreements, developing the investment case and obtaining sufficient and attractive financing to complete the project. In addition, there are significant capital expenditures associated with the development of infrastructure assets generally. Investments in early-stage projects entail smaller amounts, but larger risks than are customarily associated with Investments in large or more mature companies or projects. The higher risk primarily relates to uncertainty regarding the commercial viability of the project.

Construction Risk

CIP GET – I will invest in many greenfield infrastructure projects, which expose it to construction risks typical for infrastructure businesses including: (i) labour disputes, shortages of material and skilled labour or work stoppages; (ii) slower than projected construction progress and the unavailability or late delivery of necessary equipment; (iii) less than optimal coordination with public utilities in the relocation of their facilities; (iv) adverse weather conditions and unexpected construction conditions; (v) accidents or the breakdown or failure of construction equipment or processes; and (vi) catastrophic events such as explosions, fires and terrorist activities and other similar events beyond CIP GET – I or the Underlying CIP Strategies’ control. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of construction activities once undertaken. Any of these could have an adverse effect on CIP GET – I and on the

amount of funds available for distribution to the Shareholders. Construction costs may exceed estimates for various reasons, including inaccurate engineering and planning, labour and building material costs in excess of expectations and unanticipated problems with project start-up. Such unexpected increases may result in increased debt service costs and funds being insufficient to complete construction, which in turn may result in the inability of project owners to meet the higher interest and principal repayments arising from the additional debt required. Delays in project completion can result in an increase in total project construction costs through higher capitalised interest charges and additional labour and material expenses and consequently an increase in debt service costs. Delays may also affect the scheduled flow of project revenues necessary to cover the scheduled operations phase debt service costs, operations and maintenance expenses and damage payments for late delivery. In addition, risks inherent in construction work may give rise to claims or demands against a portfolio from time to time. Moreover, market conditions may change during the course of construction that may make such development less attractive than at the time of commencement.

Operational Risk

Although most projects are operated by third-party industrial partners under long-term O&Ms with certain minimum performance requirements, CIP GET – I and the Shareholders will be exposed to operational risks from the infrastructure projects, as further detailed below.

Financing Risk

Infrastructure projects are typically financed on a non-recourse or limited recourse basis, depending to a large extent on the project's cash flow. Non-execution or non-performance and delays in execution of relevant agreements may directly impact the viability of the projects. Further, some projects may also be exposed to refinancing risk.

Counterparty Risk

Energy infrastructure projects often rely on long-term contracts regarding development, construction and operation of the asset. Counterparty risk concerns project suppliers, operators and off-takers and includes contracts regarding EPCs, O&Ms, CSAs, PPAs and other off-take agreements, fuel sourcing and market risk hedging (e.g. commodities, interest rates and currency). This exposes the project, and therefore CIP GET – I and the Shareholders, to counterparty risk. The Sponsor and the managers of the Underlying CIP Strategies seek to work with strong counterparties, but in some instances this might not be possible or financially feasible, and counterparty risks may materialise in spite of the perceived strength of the counterparty. Furthermore, as the contracts are long term, counterparty risk is likely to change over the term of the contract. Investment returns of CIP GET – I to Shareholders might be negatively impacted by non-performance or default of a counterparty.

Cyber Security Risk

The Investments, investments of the Underlying CIP Strategies, the Sponsor and CIP GET – I may be exposed to potential cyber security threats. If the information and technology systems of an Investment, investments of the Underlying CIP Strategies, the Sponsor and/or CIP GET – I are compromised, then the Sponsor, the managers of the Underlying CIP Strategies and/or a service provider may have to make a significant investment to fix or replace such systems. The failure of such systems and/or of disaster recovery plans could cause significant interruptions and result in a failure to maintain the security, confidentiality or privacy sensitive data. However, CIP GET – I's direct or indirect Investments will generally be operated individually which means that a potential attack on one investment will not directly impact the operation of another. Further, most Investments are operated by third-party industrial partners under long-term operator agreements with certain cyber security requirements.

Local Intermediary Risk

Some of CIP GET – I's direct or indirect transactions may be undertaken through local brokers, including clearing brokers, banks, advisers and other organisations. CIP GET – I will be exposed to the risk of default, insolvency or fraud of such organisations, as well as the general risk related to money transfers. There can be no assurance that any money advanced to such organisations will be repaid or that CIP GET – I or the Underlying CIP Strategies would have any recourse in the event of default. The collection, transfer and deposit of bearer securities and cash expose CIP GET – I to a variety of risks, including theft, loss and destruction.

Health, Safety and Environment Risks

The development, construction and operation of energy infrastructure projects and investments will be subject to statutes, rules and regulations relating to HSE, as well as local labour market laws and practices. Complying with HSE matters and labour market laws is a core focus for the Sponsor and the managers of the Underlying CIP Strategies and thorough rules and procedures are implemented in the project organisations and in the organisation of Sponsor and the managers of the Underlying CIP Strategies. However, such HSE initiatives and protective measures might add additional cost, cause delays and/or reduce the commercial life of an asset and thereby negatively affect the investment return. Furthermore, CIP GET – I may face environmental liabilities associated with the direct or indirect Investments it makes. Under various statutes, rules and regulations of the appropriate jurisdiction, a current or previous owner or operator of real property may be liable for non-compliance with applicable environmental, health and safety requirements and for the costs of investigation, remediation and monitoring. While the business cases on which Investments are made will include estimation of costs relating to HSE requirements, and while the Sponsor and the managers of the Underlying CIP Strategies have experience of handling and observing HSE matters, no assurance can be given that such estimates will be accurate. Environmental statutes, rules and regulations can also change or the circumstances of a project company may turn out to be different than expected, which may lead to liabilities or obligations that did not exist or were not foreseen at the time of the investment. Where possible, CIP GET – I and the Underlying CIP Strategies are permitted to transfer or seek indemnification for HSE risks from the sellers of investment projects, and/or the suppliers to such projects (e.g. EPCs and O&Ms). However, no assurance can be given that such transfer or indemnities will be available or that, if obtained, they can be effectively enforced or provide effective cure.

Risks Regarding New Technologies

CIP GET – I is permitted to invest in energy infrastructure projects that use newly developed technologies and/or construction/operations methods. There is no guarantee that such new technologies and methods will perform as anticipated. The failure of a new technology to perform as anticipated or become obsolete may materially and adversely affect the performance of a portfolio company and have a negative impact on investment return of CIP GET – I. Moreover, new developments in new technologies, e.g. micro nuclear and others, and/or very rapid cost reductions of existing technologies, e.g. batteries, solar and wind, may have a negative impact on other existing technologies, including in respect of demand, prices, profitability and commercial life.

Sustainability Risk

Climate change could impact renewables power generation resources, including the wind resource (average wind speeds), the solar resource (number of hours of sunshine), and the water flows and reservoirs (used in pumped storage and hydro). Diminishing fuel resources would negatively impact the output of generation assets. Extreme weather conditions including (but not limited to) storms, hail storms and flooding could directly and/or indirectly (e.g., through mudslides) impair, damage, or even destroy existing assets and/or increase CAPEX to cope with such events. Risks related to climate change are also described in the sub-sections headed “*Energy and Commodity Price Risk and Volume Risk*” and “*Event Risks and Uninsured Loss*” (below) and “*Climate Change-Related Risks and Opportunities*” of this Annex (above).

Event Risks and Uninsured Loss

Events outside the Sponsor’s control may halt or stop the construction and operation of energy infrastructure assets, and consequently income from Investments could be reduced and costs of maintenance or restoration increased. Event risks include, but are not limited to, strikes, boycotts, embargos, sanctions, war, terrorist attacks, sabotage, fire, earthquakes, floods, typhoons, defective design, construction failure, fuel shortages, grid outages, breakdown in IT and operating systems, incidents, disputes and market failures. There is no assurance that insurance can be obtained to cover all such risks. Further, there is no assurance that insurance maintained in respect of an investment would partly or fully cover losses related to event risk. Generally, CIP GET – I is expected to be directly or indirectly exposed to the risk of uninsured loss, as insurance for certain types of risk might be unavailable or uneconomical. Should a major uninsured loss occur, CIP GET – I and/or the Underlying CIP Strategies could lose both capital invested in and anticipated profits from the affected portfolio company and be subject to potential non-performance claims.

Litigation Risk

The financial performance of CIP GET – I's Investments may be affected from time to time by litigation (the Sponsor, CIP GET – I, an Underlying CIP Strategy or their affiliates being either plaintiff or defendant), such as contractual claims, HSE-related claims, industrial disputes, tenure disputes and legal action from special interest groups.

CIP GET – I will generally be exposed to contracts that are critical to the success and the return on the infrastructure projects and assets. As such there is a risk that if those contracts are amended, legally deficient or unenforceable, the returns to CIP GET – I from such Investments may be affected.

Conflicting Investment Partner Interests and Insufficient Control

In some instances, CIP GET – I and/or the Underlying CIP Strategies will be a minority shareholder and investor in debt/hybrid instruments. Accordingly, although CIP GET – I and the Underlying CIP Strategies normally secure board representation and other rights to influence, it may not have the governance rights to control the project company at its sole discretion. On debt and hybrid investments the Sponsor and the managers of the Underlying CIP Strategies will normally implement covenants, secure negative control rights and seek to secure rights to influence material business decisions and risk management (e.g. relevant policies, risk limits and HSE). On any investment, CIP GET – I or the Underlying CIP Strategies will normally secure certain protection rights and enter into agreements regarding debt service, dividend policies, exit options, tag-along/drag-along rights, pre-emptive rights etc. However, investment partners and founders in portfolio companies may have conflicting economic or business interests or goals, and CIP GET – I may not be in a position to optimise or protect the value of its investment. This is likely to include the possibility that third-party investors stop funding a project (e.g. due to financial difficulties) or take action (or block action) in a manner contrary to the objectives of either the portfolio company, CIP GET – I or the Underlying CIP Strategies. This would result in a negative impact on an investment, including by diluting the direct or indirect shareholding of CIP GET – I. In addition, in certain circumstances CIP GET – I may be liable for the actions of third-party investors and/or take legal action in case of a dispute (e.g. arbitration).

Reliance on Management of Project Companies

Although the Sponsor and the managers of the Underlying CIP Strategies will monitor the performance of each investment, CIP GET – I will rely upon the management in the project company to operate the company on a day-to-day basis. Although the Sponsor generally intends for CIP GET – I to invest in companies with strong management or otherwise implement strong management, there can be no assurance that the management will operate a project company successfully. In many instances, the project companies will also enter into long-term development, O&M and CSA contracts with industrial partners, which might be difficult to change or terminate even in case of operational or financial underperformance.

Risk Relating to Divestment of Investments

The Underlying CIP Strategies generally apply a build-to-exit strategy and are expected to dispose of Investments, including by divestments or farm downs of development projects. In such situations, the Underlying CIP Strategies may be required to make certain representations and warranties about the infrastructure project and to indemnify the purchaser to the extent such representations turn out to be incorrect.

Procurement

Infrastructure projects rely significantly on the effective procurement of goods, materials, and/or services, which may be negatively impacted by business interruptions including, without limitation, supply chain disruption, product recalls, failings in quality management, serial defects, and/or other procurement-related factors, which may negatively impact development, construction and/or operations of Investments. Whenever CIP GET – I invests in greenfield projects, CIP GET – I will typically invest prior to the supply chain being fully in place and before all materials, services and other supplies are procured/contracted, which can create heightened procurement risks, albeit the Sponsor would seek to mitigate these through diligence of contractors and various other measures.

17.5 Country Risks

CIP GET – I will invest in multiple countries. Consequently, there will be risks related to differences in local market conditions and business culture/conduct, foreign exchange rates, capital repatriation, corporate and tax law, local regulation, international law and regulation, geopolitics, etc.

Although CIP GET – I and the Underlying CIP Strategies will analyse risks in the applicable jurisdictions before making Investments, no assurance can be given that particular risks related to regulatory, legal, political, public, market or economic conditions might not occur and increase or otherwise adversely affect an investment.

Macroeconomic Conditions

Infrastructure projects generally have a long asset life and CIP GET – I's investment horizon is long and illiquid in nature. Investment returns and market value of CIP GET – I's Investments may be affected by general macroeconomic conditions, including GDP growth, inflation, commodity prices, interest rates and foreign exchange rates. Significant macroeconomic events like sovereign crisis or default, wars, pandemics, breakdown of currency unions and/or pegs and inconvertibility of currencies and other significant macroeconomic events could have a major negative impact on general global demand for goods, services, electricity etc., including contract for differences (CfDs), power purchase agreements (PPAs) and wholesale power prices and therefore on CIP GET – I.

Restrictions and Repatriation of Capital and Profits

Political or regulatory changes may potentially impair the repatriation of capital and profit resulting from a foreign investment. Although CIP GET – I and the Underlying CIP Strategies will predominantly make Investments in OECD countries and developed non-OECD countries, any limitation to repatriate capital or profits may impact the performance.

Market Conditions

Energy markets, capital markets, commodity markets and other market conditions change from time to time, and adverse developments or events might affect infrastructure investment opportunities and attractiveness. Changes in political and geopolitical conditions and economic policies (including matters related to foreign direct investments, currency unions, pegs and convertibility) might impact CIP GET – I. Significant market events like financial crises and market failures could have a major negative impact on CIP GET – I.

Business Culture

Differences in business culture might impact the Sponsor and the managers of the Underlying CIP Strategy's ability to execute and influence projects and Investments.

Regulatory, Legal, Political and Public Matters Risks

Energy infrastructure is essential for society and the economy in all countries, and therefore is usually of political interest and highly regulated. The acquisition, development, operation, and divestment of energy infrastructure assets are subject to regulated market conditions as well as regulatory control and monitoring by public agencies.

Investments may be subject to changing political environments, economic and energy policies, legal and regulatory regimes and restrictions and changes in government institutions and practice. Any of these could adversely affect Investments. Shareholders are therefore exposed to risk related to retrospective and prospective changes in energy policies, regulated market conditions and regulatory regimes as well as risk of underlying portfolio companies' non-compliance with regulation. Further, it might restrict CIP GET – I's access to Investments and/or investment opportunities.

CIP GET – I focuses on Investments in robust and stable judicial and regulatory regimes. CIP GET – I and the Underlying CIP Strategies' investment decisions (including the investment contracts and the contracts of the project company) are based on assessments regarding prevailing laws and practice including tax laws. Any changes (including changes in the ability to enforce initial legal and contractual rights) could adversely affect a direct or indirect investment in a portfolio company.

Regulatory Risk

CIP GET – I may rely on regulatory and fiscal incentives (including tax benefits, sustainability-related taxes and subsidies) and/or off-take agreements for its direct or indirect Investments in power generation assets. Likewise, Investments in other types of energy-related assets, activities and businesses – e.g. transmission and reserve capacity – may rely on other types of regulated income or regulated return arrangements. This exposes Shareholders to the risk of changes in regulatory regimes – retroactively and prospectively – or introduction of new legislation or regulation which may impact the return of the investment. There is a general trend towards reduced subsidies/regulated income to new energy infrastructure, which will make an increasing part of the cash flows and return subject to energy price risks, unless and to the extent that other offtake or price hedging arrangements are secured. Other regulatory trends in CIP GET – I and the Underlying CIP Strategies' main geographies include increased localisation requirements, an increased reliance by, and increased compliance obligations of, CIP GET – I and/or the Underlying CIP Strategies with respect to governmental licenses, concessions, leases and/or contracts. This may lead to, among other things, disputes over interpretation or enforceability, CIP GET – I and/or the Underlying CIP Strategy being subject to punitive measures such as financial penalties or loss of rights to operate relevant underlying infrastructure assets, increased construction costs, and/or increased restrictions e.g. where a portfolio company's ability to operate an infrastructure asset is subject to a concession or lease from the government, the concession or lease may restrict their ability to operate the asset in a way that maximises cash flows and profitability. CIP GET – I also relies on current and future energy sector regulation and regimes, and its interpretation and changes might impact CIP GET – I's ability to invest and/or generate returns. Moreover, services provided to or by Investments may be subject to regulation by a government agency that determines or affects the availability of services and/or the prices that may be charged, particularly if the relevant services are in scarce supply or are essential to the community. CIP GET – I's Investments may also be reliant on favourable import controls with respect to a relevant jurisdiction and any changes to import controls could lead to fluctuations in expenses and revenues for any such investment which may negatively impact the relevant investment's profitability and cause the value of CIP GET – I's Investments to decline. The Investments may be subject to unfavourable regulatory determinations that may be final with no right of appeal, or should there be a right of appeal, it could result in its profits being negatively affected and Investments not meeting initial return expectations.

Government and Agency Risk

Government agencies may impose conditions on the construction, operations, activities and disposition of an investment as a condition to granting their approval or to satisfy regulatory requirements. This may include requirements that such Investments shall be owned by certain persons or nationals and/or cannot be owned or controlled by certain persons or nationals which may limit the ability of CIP GET – I or the Underlying CIP Strategies to dispose of Investments at opportune times or at market value. Government agencies may have considerable discretion to change or increase regulation of the operations or disposition of an infrastructure investment or to otherwise implement laws, regulations or policies affecting its operations, financing or ownership, separate from any contractual rights that the government agency counterparties may have. Accordingly, additional or unanticipated regulatory approvals, including, without limitation, renewals, extensions, transfers, assignments, reissuances or similar actions, may be required to acquire infrastructure investments. Additional approvals may become applicable in the future due to a change in applicable laws and regulations or a change in the investment's capital structure, ownership, or customer base, among other reasons. There can be no assurance that an investment will be able to (i) obtain all required regulatory approvals that it does not yet have or that it may require in the future; (ii) obtain any necessary modifications to existing regulatory approvals; or (iii) maintain required regulatory approvals. Delay in obtaining or failure to obtain and maintain in full force and effect any regulatory approvals, or amendments thereto, or delay or failure to satisfy any regulatory conditions or other applicable requirements could prevent operation of an investment, the completion of a previously announced acquisition or sales to third parties or could otherwise result in additional costs. Since Investments will provide basic everyday services, government agencies may be influenced by political considerations and may make decisions that adversely affect an investment. Certain types of infrastructure investments are very much in the public eye and are politically sensitive and as a result CIP GET – I or the Underlying CIP Strategy's activities may attract an undesirable level of publicity. Additionally, pressure groups and lobbyists may induce government agency action to the detriment of CIP GET – I as the direct or indirect owner of the relevant asset or business. There can be no assurance that the relevant government will not legislate, impose regulations or change applicable laws, or act contrary to the law in a way that would materially and adversely affect the business of an investment.

Reputational Risk and Risk Relating to Public Support

While local support for an infrastructure investment is normally part of the due diligence review prior to an investment decision, local opposition to a project (e.g. from NGOs) may cause delays and additional costs to a project, and in some instances even lead to a project being abandoned. Reputational risks also concern other matters related to an investment, including failure to meet ESG standards and practices, and HSE and local labour laws and practices. Although the policies of the Sponsor contain regulation and remedies to avoid reputational risks, an investment may lead to reputational issues for CIP GET – I, the Sponsor and/or its affiliates – and thereby indirectly for the Shareholders.

Contractual Rights

Since the Investments are long term in nature and most rely on long-term PPA contracts (often with a term of more than ten (10) years), a change in legal or tax practice, jurisdictional status or the ability of the Sponsor or its affiliates to enforce contracts may detrimentally impact CIP GET – I's returns. Further, contract counterparties such as operators of infrastructure assets, development contractors and sub-contractors and equipment suppliers could, given the longer duration of these contracts, be more likely to fail to honour some or all of their obligations under contracts which are essential to the operation of CIP GET – I's Investments. Contract default of this kind may adversely affect the performance of CIP GET – I's Investments. Project agreements and/or contracts for energy projects may be terminated in certain circumstances. In some circumstances there will be no compensation on termination, or the compensation received will be insufficient to repay the acquisition cost of the relevant investment. If CIP GET – I invests in assets that are governed by concession agreements with national, provincial or local authorities, there is a risk that these authorities will not honour their obligations under the agreement, especially over the long term, as such authorities' procurement policies may change. Defects in contractual arrangements may result in unexpected costs or a reduction in expected revenues and their complexity may result in the increased likelihood of legal action. The contractual arrangements relating to infrastructure projects may not be as effective in passing on risks to the subcontractors of an infrastructure company or other entity as intended and this may result in unexpected costs or a reduction in expected revenues for the relevant infrastructure company or other entity. In addition, infrastructure investments are often governed by a complex series of legal documents. As a result, the risks of a dispute over interpretation or enforceability of the documentation and consequent costs and delays may be higher than for other possible investments. Such risks may be increased by the uncertainty of laws and their application in certain jurisdictions in which CIP GET – I will invest. CIP GET – I may be adversely affected by future changes in laws and regulations which, in respect of the long-term contracts entered into, may not always provide it with sufficient flexibility to react in a way so as to minimise business cost and disruption.

Other Laws and Regulations Affecting Energy Infrastructure Investments

Energy infrastructure investments are not only affected by the energy-sector specific policies and regulations, but also to a large degree by tax and corporate laws as well as business regulation and economic policies in general. Changes in laws and regulation in any applicable jurisdiction to CIP GET – I's direct or indirect Investments may have an adverse effect on Shareholders' investment in CIP GET – I. For further detail regarding changes in tax laws, please refer to the risk factor "*Changes in Tax Laws*" in the General Section.

Political and Geopolitical Conditions

Private and foreign infrastructure investments may be dependent on economic policies that foster open markets and encourage private infrastructure and foreign direct investments. Political opposition to such market conditions may lead to curtailed, stalled or restricted investment opportunities and limitations on investment returns. Geopolitical and economic risk might impede and negatively affect Investments. CIP GET – I intends to invest in many countries and relies on cross-border flows of goods, services and capital, which could be adversely affected. The infrastructure projects rely on a global supply chain, availability of transportation and supply vessels and trade restrictions (including quotas, tariffs, customs, capital and currency restrictions) which could impact Investments and financial performance.

Global Conflicts

There are currently ongoing military conflicts which have caused disruption to global financial systems, trade, transport and more. In response, multiple other countries have put in place global sanctions and other severe restrictions or prohibitions on the activities of individuals and businesses connected with such military conflicts. It is impossible to predict the ultimate impact of such conflicts on global economic and commercial activity and

conditions, and on the operations, financial condition and performance of CIP GET – I, the Underlying CIP Strategies or any particular industry, business or investee country and the duration and severity of those effects. Other countries and regions may encounter political tensions and conflicts, increasing barriers to trade, expropriation and even military conflicts. Any material conflict may have a significant adverse impact and result in significant losses to CIP GET – I. Such impact may include significant reductions in revenue and growth, unexpected operational losses and construction cost increases, as well as liabilities and reductions in the availability of capital. It may also limit the ability of CIP GET – I or the Underlying CIP Strategies to source, conduct diligence on and execute new Investments and to manage, finance and exit investments in the future. Governmental actions (military or otherwise) may cause additional disruption and constrain or alter existing financial, legal and regulatory frameworks and systems in ways that are adverse to the investment strategy CIP GET – I intends to pursue, all of which could adversely affect CIP GET – I’s ability to fulfil its investment objectives.

Pandemics and other Infectious Diseases

Pandemics and other widespread public health emergencies, including outbreaks of infectious diseases such as SARS, H1N1/09 flu, avian flu, Ebola and the outbreak of COVID-19 (as defined below), have resulted and are resulting in market volatility and disruption. Future such emergencies have the potential to materially and adversely impact economic production and activity in ways that are impossible to predict, all of which may result in significant losses to CIP GET – I.

The outbreak of a highly contagious form of coronavirus (“**COVID-19**”) caused a worldwide public health emergency, straining healthcare resources and resulting in extensive infections, hospitalisations and deaths. The ultimate and lasting impact of COVID-19 - and any resulting decline in economic and commercial activity - on global economic conditions, and on the operations, financial condition and performance of any particular industry or business, is not possible to predict. Even now that the spread of the COVID-19 virus is substantially contained and economies have re-opened, it will be difficult to assess what the longer-term impacts of an extended period of unprecedented economic dislocation and disruption will be on future macro- and micro- economic developments, the health of certain industries and businesses, and commercial and consumer behaviour.

Public health emergencies could have a significant adverse impact and result in significant losses to CIP GET – I. The extent of the impact on CIP GET – I’s and its portfolio companies’ operational and financial performance will depend on many factors, all of which are highly uncertain and cannot be predicted, and this may include significant reductions in revenue and growth, unexpected operational losses and liabilities, impairments to credit quality and reductions in the availability of capital. These same factors may limit the ability of CIP GET – I and the Underlying CIP Strategies to source, conduct diligence on and execute new Investments and to manage, finance and exit Investments in the future, and governmental mitigation actions may constrain or alter existing financial, legal and regulatory frameworks in ways that are adverse to CIP GET – I and the Shareholders. They may also impair the ability of Underlying CIP Strategies, portfolio companies owned by CIP GET – I or their counterparties to perform their respective obligations under debt instruments and other commercial agreements (including their ability to pay obligations as they become due), potentially leading to defaults with uncertain consequences. In addition, the operations of CIP GET – I, the Underlying CIP Strategies, their portfolio companies, the Sponsor and CIP may be significantly impacted, or even temporarily or permanently halted, as a result of government quarantine measures, restrictions on travel and movement, remote-working requirements and other factors related to a public health emergency, including its potential adverse impact on the health of any such entity’s personnel. These measures may also hinder such entities’ ability to conduct their affairs and activities as they normally would, including by impairing usual communication channels and methods, hampering the performance of administrative functions such as processing payments and invoices and diminishing their ability to make accurate and timely projections of financial performance.

Closed Borders

Extreme events, e.g. pandemics or war, may result in closed borders in specific countries or in the worst case globally, which could have a significant negative impact on many aspects of the economy in general. This includes supply and demand, the transportation of goods, delivery of services, mobility of labour force, supply chain etc. and hence may also lead to significant delays in executing construction projects as well as negatively impacting daily operations of operational projects.

Risk Arising from National Regulation related to Ownership of Critical Infrastructure

CIP GET – I and the Underlying CIP Strategies target Investments in energy infrastructure, which might be categorised as critical infrastructure by authorities in the host countries and thereby be potentially subject to specific regulation and restrictions. This includes e.g. the regulation authorising the Committee on Foreign Investment in the United States (CFIUS) to review certain transactions involving foreign investment in the United States to determine the effect of such transactions on the national security of the US; the National Security and Investment Act in the United Kingdom; and equivalent investment screening regimes established in other countries in which CIP GET – I will invest. Complying with such regulation across the jurisdictions in which CIP GET – I aims to invest could impose costs and risks and potentially put the Sponsor in a position where it becomes disadvantaged in terms of originating, holding and/or disposing of direct or indirect Investments in specific jurisdictions.

Regional Risk and Interdependence of Asian Markets

Individual markets in Asia are, to varying degrees, influenced by economic, geopolitical and market conditions in other countries throughout the region. Regional tensions, conflicts, hostilities, terrorist attacks or threats of terrorist attacks and political unrest may create an unstable geopolitical climate that could have a material effect on general economic conditions, market conditions and market liquidity. Investors' reactions to events in one country can have adverse effects on the securities of companies and the value of property and related assets in other countries in which the CIP GET – I is permitted to invest. There can be no assurance that financial events of the type that occurred in emerging Asian markets in the late 1990s will not happen again. Disputes between China and its neighbouring countries, such as the disputes over islands in the South China Sea and maritime claims, may escalate tension in the region with negative implications on economic fundamentals or potentially place in peril the region's economic integration and growth. Events and conflicts in Asia may affect trade or contribute to instability within the region. A significant adverse change in the economy of one country, or a loss of investor confidence in the financial systems of emerging and other markets generally, could cause one or more of the Underlying CIP Strategies increased volatility in Asian economies and financial markets and, as a result, have an adverse effect on the Investments of the relevant fund(s). Moreover, there can be no assurance that securities markets will not continue to be affected negatively by events elsewhere or that such events will not adversely affect the value of the Investments. The Sponsor will attempt to manage the Underlying CIP Strategies in a manner designed to seek to minimise these regional risks relative to the potential for gain, but such risks cannot be entirely eliminated.

17.6 Instrument-related Risks

The Underlying CIP Strategies that CIP GET – I intends to invest in will primarily hold energy infrastructure projects or assets through various capital structure instruments (expected primarily to comprise equity). This includes Investments in unlisted and unrated securities with high level of illiquidity. Examples of such instruments are set forth below:

Development Rights

Underlying CIP Strategies are permitted to invest in legal rights in projects, which have the potential to be further developed, sold (in part or fully) or may be abandoned.

Investments in Equity

Underlying CIP Strategies are permitted to invest in common equity, preferred equity instruments and hybrids. Thereby CIP GET – I is indirectly permitted to hold positions in the capital structure with rights that are junior to those of other investors (such as lenders), and in such cases CIP GET – I will be directly and more exposed to the risks relating to the projects/ assets in question. Underlying CIP Strategies are also permitted to issue guarantees related to investment opportunities.

Investments in Debt

Underlying CIP Strategies are permitted to invest in subordinated debt/mezzanine debt and other debt securities where relevant. There may be no minimum credit standard that is a prerequisite to such Underlying CIP Strategy's Investment in any security, and most debt instruments are likely to be unrated or non-investment grade.

Investments in Convertible Debt and Other Hybrids

Underlying CIP Strategies are permitted to invest in convertible debt securities. Most convertible debt securities, preferred stock and other hybrids are likely to be non-investment grade.

Bridge Financing

Underlying CIP Strategies are permitted to bridge finance projects and portfolio companies on a short term and interim basis e.g. through unsecured loans or equity bridges, in anticipation of a future issuance of equity, tax equity, long-term debt or other refinancing or syndication. Such bridge financing would typically be repaid and/or convertible into a more permanent, long-term security; however, such repayment, refinancing and/or long-term securities issuance may not occur and bridge financing may remain outstanding. In such an event, the terms of such interim investments may not adequately reflect the risk associated with the position taken by such Underlying CIP Strategy.

Bank Deposits and Money Market Instruments

CIP GET – I and Underlying CIP Strategies and their portfolio companies are permitted to place liquidity in bank accounts and CIP GET – I and such Underlying CIP Strategies are permitted to invest in money market instruments for short term cash management purposes. The Sponsor and the managers of the Underlying CIP Strategies will seek to minimise risk by relying on highly rated banks and in low-risk money market instruments, but this might not always be possible.

Certain Derivatives Positions

CIP GET – I and the Underlying CIP Strategies may invest in derivatives or other similar financial instruments, for the purposes of hedging and risk mitigating in respect of interest, currency, energy price or commodity price exposure, or other risks related to an investment and/or a portfolio of investments. The Sponsor or the manager of the Underlying CIP Strategies' ability to acquire such derivatives or similar financial instruments for risk mitigation purposes may be restricted and/or require additional capital to be held by CIP GET – I or the Underlying CIP Strategies due to legal or regulatory changes in the future. Such transactions described in this paragraph have special risks associated, including the possible default by the counterparty to the transaction and the illiquidity of the instrument acquired by CIP GET – I or the Underlying CIP Strategies relating thereto. In addition, there can be no assurance that such strategies will be effective. Although these transactions may reduce CIP GET – I's exposure to the aforementioned fluctuations or decreases in the value of Investments, the costs associated with these arrangements may reduce the returns that CIP GET – I would have otherwise achieved if these transactions were not entered into. Similarly, the portfolio companies of the Underlying CIP Strategies may also enter into hedging transactions in order to hedge risks applicable to them. Such transactions are subject to similar risks to those described above. CIP GET – I may be exposed to such risks by reason of its indirect investment in the relevant portfolio company.

Investments in Exchange-Traded Funds

To maintain liquidity and to provide ready access to meet capital calls from Underlying CIP Strategies, CIP GET – I may invest in exchange-traded funds ("ETFs") designed to track equity indexes. ETFs are generally hybrid investment companies that are registered as open-ended investment companies or unit investment trusts but possess some of the characteristics of closed-end funds. ETFs in which CIP GET – I may invest typically hold a portfolio of common stocks that is intended to track the price and dividend performance of a particular equity index.

The risks of investment in an ETF typically reflect the risks of the types of instruments in which the ETF invests. When CIP GET – I invests in ETFs, investors in CIP GET – I bear indirectly their proportionate share of their fees and expenses, as well as their share of CIP GET – I's fees and expenses related to such ETF investments. As a result, an investment by CIP GET – I in an ETF could cause CIP GET – I's operating expenses (taking into account indirect expenses such as the fees and expenses of the ETF) to be higher and, in turn, performance to be lower than if it were to invest directly in the instruments underlying the investment company or ETF. The trading in an ETF may be halted if the trading in one or more of the ETF's underlying securities is halted.

The risks of ETFs designed to track equity indexes may include passive strategy risk (the ETF may hold constituent securities of an index regardless of the current or projected performance of a specific security or a

particular industry, market sector, country, or currency, which could cause returns to be lower or higher than if an active strategy were used), non-correlation risk (the ETF's return may not match the returns of the relevant index), equity securities risk (the value of equity securities will rise and fall in response to the activities of the company that issued them, general market conditions, and/or economic conditions), market trading risks (the ETF faces market trading risks, including losses from trading in secondary markets and disruption in the creation/redemption process of the ETF), and concentration risk (to the extent the ETF or underlying index's portfolio is concentrated in the securities of a particular geography or market segment, the ETF may be adversely affected by the performance of that market, may be subject to increased price volatility, and may be more susceptible to adverse economic, market, political, or regulatory occurrences affecting that market). The market value of ETF shares may differ from their net asset value per share. This difference in price may be due to the fact that the supply and demand in the market for ETF shares at any point in time is not always identical to the value of the underlying investments that the ETF holds. There may be times when an ETF share trades at a premium or discount to its net asset value.

CIP GET – I's purchase of shares of ETFs may result in the payment CIP GET – I investors of additional management fees. While the Sponsor may consider such fees in determining whether CIP GET – I should invest in an ETF, such consideration will be only a part of the Sponsor's general considerations when determining the investment and liquidity management strategy of CIP GET – I. The return on CIP GET – I's Investments in ETFs may be reduced by the operating expenses, including any investment advisory and administrative fees, of such ETFs.

Securities Financing Transactions and TRS

As required by the AIFM Rules and EU Regulation 2015/2365 of the European Parliament and of the Council of November 25, 2015 on transparency of securities financing transactions and of reuse and amending EU Regulation 648/2012 (the "SFTR"), the Sponsor will make available to any investors upon request at the registered office of the Sponsor or such other means as is determined by the Sponsor any information regarding the use of Securities Financing Transactions by CIP GET – I and total return swaps ("TRSs") in accordance with the provisions of the SFTR, including amongst others general description of instruments used. With respect to any such securities financing transactions and TRSs, the information provided will include the rationale for their use, the type of assets that can be subject to them, the maximum and expected proportion of assets under management subject to them, criteria to select counterparties, acceptable collateral, valuation methodology, and information on safekeeping of assets and collateral.

17.7 Other Risks of Investing in CIP GET – I

Sanctions Compliance Considerations

Economic sanction laws in the United States and other jurisdictions have the potential to prohibit or otherwise restrict the Sponsor, CIP GET – I and/or the Underlying CIP Strategies, their portfolio companies and their respective officers, directors and employees from engaging in transactions in or relating to certain countries and relating to certain individuals and entities. In the United States, the US Department of the Treasury's Office of Foreign Assets Control ("OFAC") and US Department of State administer and enforce laws, executive orders and regulations establishing US economic and trade sanctions. Such sanction laws prohibit, among other things, transactions with and the provision of services to certain foreign countries, territories, entities and individuals. These persons and entities include specially designated nationals and other persons and entities targeted by OFAC sanctions programmes. The lists of OFAC restricted countries, territories, persons and entities, including the List of Specially Designated Nationals and Blocked Persons may be amended from time to time, and the latest can be found on the OFAC website at www.treas.gov/ofac. In addition, certain programmes administered by OFAC prohibit dealing with individuals or entities in certain countries regardless of whether these appear on the lists maintained by OFAC. Export restrictions enforced by the US prohibit certain additional transaction with certain non-US persons and entities. These types of sanctions and similar laws and regulations in non-US jurisdictions have the potential to significantly restrict CIP GET – I's direct or indirect investment activities in certain countries. Sanctions and export control restrictions change from time to time with little warning and could require the Sponsor, CIP GET – I, the Underlying CIP Strategies or their portfolio companies to unwind or terminate business relationships, potentially on commercially unfavourable terms. The economic sanctions and related laws of different jurisdictions in which CIP GET – I makes Investments also may conflict with one another, such that compliance with all applicable laws may be difficult. Failure by the Sponsor, CIP GET – I and/or the Underlying CIP Strategies and their portfolio companies to comply with relevant sanctions and export restrictions could have serious legal and reputational consequences, including civil and criminal penalties.

Anti-Corruption & Anti-Boycott Considerations

The US Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act (“UKBA”) and other anti-corruption and anti-bribery laws, as well as US anti-boycott regulations, have the potential to impact the Sponsor, CIP GET – I and/or the Underlying CIP Strategies and their portfolio companies. CIP GET – I, and thereby the Shareholders, may be adversely affected or miss out on opportunities because of the Sponsor’s or the managers of the Underlying CIP Strategies’ unwillingness to participate in transactions that potentially violate such laws and regulations. Such laws and regulations may make it difficult in certain circumstances for CIP GET – I to act successfully on investment opportunities or to obtain or retain business. Regulators in the EU, the UK, the US and elsewhere devote substantial resources to enforcement of anti-corruption and anti-bribery laws and regulations and have been increasingly focused on fund sponsors’ compliance with the FCPA. Any determination that the Sponsor, CIP GET – I and/or the Underlying CIP Strategies, their portfolio companies or any of their respective officers, directors or employees has violated the FCPA, the UKBA or other applicable anti-corruption laws, anti-bribery laws, or anti-boycott regulations, could subject the Sponsor, CIP GET – I and/or the Underlying CIP Strategies to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and/or a general loss of investor confidence. Any one of these could adversely affect CIP GET – I or the Underlying CIP Strategies’ business prospects and/or financial position, as well as the ability to achieve their investment objectives and/or conduct their operations.

HSR Act Regulation and Enforcement

The growth of the infrastructure industry and the current increasing size and reach of infrastructure transactions has prompted additional governmental attention to the industry and its practices. Direct or indirect acquisition by CIP GET – I of equity securities may result in reporting and compliance obligations under the US Hart-Scott-Rodino Antitrust Improvements Act of 1976, and its later amendments (the “HSR Act”). Compliance with the HSR Act could significantly delay the closing of a transaction, lead to deal abandonment, increase the cost of operating CIP GET – I or the Underlying CIP Strategies and/or infringe upon the ability of CIP GET – I or the Underlying CIP Strategies to engage in certain transactions.

Risk Arising from Provision of Managerial Assistance and Exercise of Influence

The Sponsor will typically designate directors to serve on the boards of directors of portfolio companies and be members of project steering committees etc. The designation of representatives and other expected measures could directly or indirectly expose CIP GET – I to claims from a portfolio company, its security holders and its creditors, including claims that CIP GET or an Underlying CIP Strategy are a Controlling Person and thus is liable for corporate law and securities law violations of a portfolio company. The exercise of control and influence could result in claims against CIP GET – I or an Underlying CIP Strategy if the designated directors violate their fiduciary (or other) duties to a portfolio company or fail to exercise appropriate levels of care under applicable corporate or securities laws, competition laws, environmental laws, public regulations or other legal principles or other types of liability, in respect of which the general characteristics of limited liability with respect to business operations may be ignored. It could also expose CIP GET – I or an Underlying CIP Strategy to claims that it has interfered in management to the detriment of a portfolio company or exercised decisive influence with respect to the activities of one or more portfolio companies or former portfolio companies, which may result in CIP GET – I or an Underlying CIP Strategy assuming joint and several liability for the conduct of a relevant portfolio company or former portfolio company. The exercise of control and influence, including the voting at general meetings of portfolio companies, could also result in certain liabilities in the event of the bankruptcy or reorganisation of a portfolio company. While the Sponsor intends to manage CIP GET – I in a way that will minimise the exposure to these risks, the possibility of successful claims cannot be precluded. This may result in CIP GET – I being required to fund amounts or, in very limited circumstances, return proceeds previously distributed for purposes of satisfying any such liability and may otherwise result in an adverse effect on the affairs of CIP GET – I and the Shareholders. In addition, should CIP GET – I acquire a stake in certain issuers of securities that exceed certain percentage or value limits, CIP GET – I or an Underlying CIP Strategy may be required to file a notification with one or more governmental agencies or comply with other regulatory requirements. Certain notice filings may be subject to review that requires a delay in the acquisition of the security. Compliance with such filing and other requirements may result in additional costs to CIP GET – I and may delay CIP GET – I or an Underlying CIP Strategy’s ability to respond in a timely manner to changes in the markets with respect to such securities. In addition, the Sponsor, the managers of the Underlying CIP Strategies or any of their affiliates may be required to make disclosures of investments in portfolio company securities as a result of CIP GET – I and/or the Underlying CIP Strategies holding an interest in a portfolio company that is above or otherwise crosses a reporting threshold for the market concerned. Applicable regulations regarding critical infrastructure investments

in the United States and other jurisdictions, including pending or future legislation, may require that CIP restrict the percentage of infrastructure investments that can be owned (directly or indirectly) by non-domestic investors.

Non-Compete Arrangements

Situations may arise in which CIP GET – I, the Sponsor, the managers of the Underlying CIP Strategies or any of their affiliates may be required to enter into certain non-compete or similar exclusivity arrangements with third parties. While appropriate protections will typically be sought to limit the scope of such non-compete or exclusivity arrangements (e.g. by limiting any non-compete or similar exclusivity arrangements by duration, to specifically identified companies and/or according to specific criteria such as business sector or industry, geographical scope of business operations and/ or size of business operations etc.), such non-compete or similar exclusivity arrangements may nonetheless have the effect of restricting the ability of CIP GET – I or the Underlying CIP Strategies to pursue certain investment opportunities which may otherwise have been considered as potentially suitable.

Force Majeure Risk

Investments may be directly or indirectly affected by force majeure events (i.e. beyond the control of the party claiming that the event has occurred, including, without limitation, fire, flood, earthquakes, outbreaks of an infectious disease, pandemic or any other serious public health concern, war, terrorism, sabotage on physical assets and labour strikes). Some force majeure events may adversely affect the ability of a party (including any portfolio company or any counterparty to CIP GET – I or an Underlying CIP Strategy) to perform its obligations, including making repayments to CIP GET – I or an Underlying CIP Strategy under a loan agreement, until it is able to remedy the force majeure event. In addition, the cost to a portfolio company of CIP GET – I or an Underlying CIP Strategy of repairing or replacing damaged assets resulting from such force majeure event could be considerable. Certain force majeure events (such as war or an outbreak of an infectious disease) could have a broader negative impact on the world economy and international business activity generally, or in any of the countries in which CIP GET – I may invest specifically. Additionally, a major governmental intervention in industry, including the nationalisation of an industry or the assertion of control over one or more portfolio companies or its assets, could result in a loss to CIP GET – I, including if its direct or indirect investment in that portfolio company is cancelled, unwound or acquired (which could be without what the Sponsor or the manager of the Underlying CIP Strategy considers to be adequate compensation). Any of the foregoing may therefore adversely affect the performance of CIP GET – I and its Investments.

Cash-Drag Risk

As CIP GET – I will invest in Underlying CIP Strategies which are not fully funded and are eligible to make new investments, CIP GET – I will be required from time to time to fund capital calls of the Underlying CIP Strategies, in some cases during the course of several years. Generally, CIP GET – I will have limited notice to fund such capital calls and will be liable for significant penalties to the extent it defaults on any capital calls (potentially including the forfeiture of its interest in the relevant Underlying CIP Strategy). As a result, CIP GET – I may maintain a sizeable cash and cash equivalent position in anticipation of satisfying capital calls in respect of its Investments. The overall impact on performance due to holding a portion of CIP GET – I's assets in cash and cash equivalents could be negative.

Over-Commitment and Recycling

CIP GET – I may make aggregate commitments to Underlying CIP Strategies and/or Co-Investments that exceed the aggregate capital of CIP GET – I. Any over-commitment of CIP GET – I creates risks, including the risk that CIP GET – I will not have sufficient capital available to meet the demands of Underlying CIP Strategies and/or Co-Investments, which could materially adversely affect the economic interests of Shareholders, in particular if such over-commitment resulted in CIP GET – I becoming a defaulting investor in an Underlying CIP Strategy and/or Co-Investment. Any such default could also create a liability for CIP GET – I (for example, CIP GET – I could be charged penalties), as well as result in CIP GET – I forfeiting all or a portion of its investment in the Investment in which it defaults.

Furthermore, the basis on which the Management Fee is calculated (i.e. Adjusted NAV) may be substantially higher than the NAV of CIP GET Feeder – I as it would take into account the total of all capital commitments made by CIP GET Feeder – I (through CIP GET Master – I) to Underlying CIP Strategies but not yet drawn for investment. This would be the case in particular where CIP GET – I is over-committed to Underlying CIP

Strategies. Shareholders may therefore incur Management Fees exceeding that which would have been payable if the Management Fee was calculated on the basis of NAV only.

Proceeds arising from Investments may be retained by Intermediate Vehicles in which CIP GET – I holds Investments and redeployed by such Intermediate Vehicles, rather than being returned to CIP GET – I for distributions to Shareholders or redeployment by CIP GET – I.

17.8 Potential Conflicts of Interest

Investors should be aware that there will be occasions when the Sponsor may encounter potential conflicts of interest in connection with CIP GET – I. In such cases, the Sponsor determines, in its good faith judgement, whether an actual conflict of interest exists, and if so, the Sponsor may take such actions as may be necessary or appropriate to prevent or reduce the conflict. By acquiring Shares in CIP GET – I, each Shareholder will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

Generally, if a conflict of interest (other than immaterial conflicts of interest or any conflicts of interest that are permitted under the Prospectus, this Annex or the Articles) can be expected, arises or exists in respect of the activities of CIP GET – I, including new investment opportunities, the Sponsor shall inform the non-affiliated members of the Board of Directors, which is authorised to provide consent on the issue.

General conflicts of interest

Prospective investors should note in particular that the Sponsor has financial interests in the compensation paid by investors in the Underlying CIP Strategies, including CIP GET – I. Any allocation of CIP GET – I's assets to an Underlying CIP Strategy benefits the Sponsor and any reduction of such allocations negatively impacts the Sponsor, creating potential conflicts of interest in allocation decisions. Further, the relative benefits and disadvantages to the Sponsor of allocating CIP GET – I's assets to particular Underlying CIP Strategies at any given time may differ based on various circumstances. The Sponsor acts as a fiduciary to CIP GET – I in making portfolio management decisions regarding the allocation of CIP GET – I's assets. In addition, the Sponsor or its affiliates act as a fiduciary to each Underlying CIP Strategy in making portfolio management decisions and other decisions with respect to each Underlying CIP Strategy such as when to make and liquidate Investments and how much exposure to maintain, among other decisions without regard to the specific needs to CIP GET – I. The interests of CIP GET – I and the Underlying CIP Strategies, and therefore the Sponsor's fiduciary obligations, may conflict in this regard. For example, the Sponsor may conclude that, due to market conditions, it is inopportune to liquidate the assets of an Underlying CIP Strategy while CIP GET – I at that time has pending redemption requests for which it needs liquidity. In those instances, the Sponsor intends to make investment decisions with respect to the Underlying CIP Strategies based solely on what it perceives to be in the best interests of those Underlying CIP Strategies.

If any matter arises that the Sponsor determines in its good faith judgment constitutes an actual conflict of interest, the Sponsor is permitted to take such actions as it determines in good faith are necessary or appropriate to mitigate the conflict (and upon taking such actions, the Sponsor will be relieved of any liability, including to CIP GET – I and the Shareholders, for such conflict and the management thereof to the fullest extent permitted by law and will be deemed to have satisfied its fiduciary and other related duties to the fullest extent permitted by law). Actions that could be taken by the Sponsor or its affiliates to mitigate a conflict include, by way of example and without limitation, (i) if applicable, handling the conflict as described in this Prospectus, (ii) obtaining from the Board of Directors (or the members of the Board of Directors that are not affiliated with the Sponsor) advice, waiver or consent as to the conflict, or acting in accordance with standards or procedures approved by the Board of Directors to address the conflict, (iii) disposing of the investment or security giving rise to the conflict of interest, (iv) disclosing the conflict to the Board of Directors or Shareholders (including, without limitation, in distribution notices, financial statements, letters to Shareholders or other communications), (v) appointing an independent representative to act or provide consent with respect to the matter giving rise to the conflict of interest, (vi) validating the arms-length nature of the transaction by referencing participation by unaffiliated third parties or obtaining consent from the limited partner advisory committee (or equivalent governance committee) of an Underlying CIP Strategy that is similarly situated with respect to the conflict as CIP GET – I, (vii) in the case of conflicts among clients, creating groups of personnel within CIP separated by information barriers (which can be expected to be temporary and limited purpose in nature), each of which would advise or represent one of the clients that has a conflicting position with other clients, (viii) implementing policies and procedures reasonably

designed to mitigate the conflict of interest, or (ix) otherwise handling the conflict as determined appropriate by the Sponsor in its good faith reasonable discretion.

Conflicts Policies and Procedures

Policies and procedures implemented by CIP from time to time (including as may be implemented in the future) to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions may reduce the synergies across CIP's investment funds platforms and areas of expertise that the Sponsor expects to draw on for purposes of pursuing attractive investment opportunities for CIP GET – I. As a result, information which could be of benefit to CIP GET – I might become restricted to certain business units within CIP and otherwise be unavailable to the Sponsor in respect of their activities relating to CIP GET – I. CIP may implement certain policies and procedures that may reduce the synergies that CIP generally seeks to implement across its business (for example, through the creation of information barriers to mitigate conflicts) which restricts information flow. Additionally, the terms of confidentiality or other agreements may restrict or otherwise limit the ability of CIP GET – I and/or the Underlying CIP Strategies to make Investments in or otherwise engage in businesses or activities competitive with such companies.

Selecting Underlying CIP Strategies

Shareholders should note that conflicts may arise in the selection of the Underlying CIP Strategies and the allocation of CIP GET – I's assets to any such Underlying CIP Strategies. Subscriptions for interests in the Underlying CIP Strategies will generally be made during the fundraising period for such Underlying CIP Strategies (i.e. the period during which primary commitments can be accepted to such Underlying CIP Strategies) and CIP has an interest in ensuring that any targets or so-called 'hard-caps' that are set for the fund to be raised are achieved. As a result, the Sponsor will have an incentive to subscribe for commitments to those Underlying CIP Strategies that are at risk of not reaching any such target or 'hard-cap' (which could be for a variety of reasons that are not necessarily within the control of CIP, including the attractiveness of the relevant fund strategy in the context of the wider economic environment at the time), which could result in increased subscriptions to such Underlying CIP Strategies and correspondingly less to other Underlying CIP Strategies. Conversely, circumstances may arise where a relevant Underlying CIP Strategy to which CIP GET – I wishes to commit is 'oversubscribed', meaning that the amounts prospective investors would ideally like to commit to the relevant Underlying CIP Strategy cannot be accepted in full. This may result in the manager of the relevant Underlying CIP Strategy (which may be the same as the Sponsor) adopting a programme of scale-backs, whereby the Underlying CIP Strategy accepts less than the full desired commitment of prospective investors, or decides not to accept an offered commitment at all. No guarantees or assurances can be given as to CIP GET – I's desired subscription to a relevant Underlying CIP Strategy being accepted in full or at all (with the acceptance of any subscriptions being at the discretion of the general partner, manager and/or operator of the Underlying CIP Strategy). In addition, to the extent that any scale-backs are imposed, such scale-backs may be imposed in such manner and according to such criteria as the general partner, manager and/or operator of the relevant Underlying CIP Strategy determines to be appropriate in its discretion. In this regard, it should be noted that such scale-backs may not necessarily be implemented uniformly across all prospective investors (i.e. on a pro-rata basis according to their respective desired commitment amount to the relevant Underlying CIP Strategy) but on a selective basis, and therefore certain prospective investors (which could include CIP GET – I) may suffer disproportionate scale-backs as compared with other prospective investors, and other prospective investors (which could include CIP GET – I) may suffer no scale-backs at all. As a result, CIP GET – I may miss-out on investing in high-performing Underlying CIP Strategies to the full extent desired, or may not be able to participate at all, which may adversely affect the returns generated by CIP GET – I.

In addition, conflicts may occur in connection with the timing of a commitment by CIP GET – I to an Underlying CIP Strategy or a co-investment opportunity where the Sponsor may have an incentive to cause CIP GET – I to make its commitment earlier or later than it otherwise would have for the purposes of assisting the fundraising process in relation to such Underlying CIP Strategy or a co-investment opportunity. Where CIP GET – I or another investor participates in an Underlying CIP Strategy or a co-investment opportunity after investor commitments are first accepted for such Underlying CIP Strategy or co-investment opportunity, CIP GET – I and other investors may be required to bear, among other amounts: (i) "equalisation amounts" to place CIP GET – I (and such other investors) in an economic position as though they had participated at the time investor commitments were first accepted; (ii) "subsequent closer" interest payments on such equalisation amounts linked to the time between when investor commitments were first accepted and CIP GET – I (and such other investors) made their commitment; (iii) management fee "true ups" payable to the managers of the Underlying CIP Strategies with respect to such Underlying CIP Fund's investments in accordance with Section 13.1 of this Annex to compensate

the Sponsor for the management of such Underlying CIP Fund's assets prior the closing of CIP GET – I (and such other investors) in such Underlying CIP Strategy; and (iv) in connection with co-investment opportunities which are being syndicated by an Underlying CIP Strategy, “funding costs” related to bridge facility costs and/or opportunity costs incurred by such Underlying CIP Strategy in respect of the CIP GET – I's (and such other investors') allocation of such co-investment opportunity which such Underlying CIP Strategy held prior to its syndication.

Other Funds Managed by the Sponsor

While CIP GET – I's investment strategy and policy is not generally expected to overlap with the investment strategies and policies applicable to any of the other funds managed by the Sponsor, CIP GET – I is expected to be offered the opportunity to invest alongside one or more funds managed by the Sponsor in suitable investment opportunities that may arise from time to time. Moreover, one or more Underlying CIP Strategies in which CIP GET – I participates as an investor may invest in Investments in which another fund managed by the Sponsor may be a participant, and other funds or investment strategies may develop in the future which potentially overlap with the investment strategy and policies of CIP GET – I or an Underlying CIP Strategy. As the basis for investing in a particular investment may differ between such funds, then the views on the management of, and exit from, any such investment may also differ; as such there may be conflicts of interest between CIP GET – I and the relevant other fund managed by the Sponsor, or between an Underlying CIP Strategy and another fund managed by the Sponsor, participating in the investment. The economic and other terms of Investments held by CIP GET – I and its objectives and strategy with respect to such Investments may conflict with the investments held by the other relevant fund managed by the Sponsor and its objectives and strategy with respect to such investments. Similar potential conflicts may exist as between one or more Underlying CIP Strategies in which CIP GET – I invests and other funds managed by the Sponsor. In the event of any members of the Board of Directors, in relation to a matter for their approval, having a conflict of interest arising as a consequence of their representation on the board of the general partner, manager and/or operator of another fund managed by the Sponsor, the Board of Directors will take all reasonable steps designed to identify, manage and monitor conflicts of interest and may, for example, form a committee of the Board of Directors comprised of a majority of individuals who are not so conflicted. As such, the Sponsor will seek to determine the terms of a proposed transaction without regard to the interests of the other relevant fund managed by the Sponsor.

Furthermore, CIP may establish parallel funds which have the purpose of, or which from time to time conduct a strategy of, investing alongside CIP GET – I. This may impact: (i) the allocation of investment opportunities to CIP GET – I as such opportunities may be consummated and held jointly by CIP GET – I and such parallel fund(s); and (ii) subject to the terms of such parallel fund(s), the liquidity profile of CIP GET – I, particularly where such parallel fund(s) have different liquidity requirements from CIP GET – I, which could result in CIP taking steps to secure liquidity in the underlying assets jointly held with CIP GET – I for the benefit of such parallel fund(s) (including by, for example, realising all or a portion of such underlying assets at a discount) which CIP would not otherwise be required to take if such underlying asset(s) were held only by CIP GET – I.

Additionally, if an asset in which both CIP GET – I and another fund managed by the Sponsor have invested runs into difficulties, then decisions about what action should be taken and the terms of any work-out or restructuring may raise a conflict of interest. For example, if an investment is in distress, decisions as to restructuring may raise a conflict of interest between CIP GET – I and another fund managed by the Sponsor participating in the debt of such investment. For instance, another fund managed by the Sponsor may be best served by a debt restructuring/rescheduling rather than a liquidation of the investment, which would allow debt to be repaid at the expense of the equity providers such as CIP GET – I. To mitigate any potential conflicts when investing in the debt in respect of assets or companies in which CIP GET – I holds an equity interest, the general partners, managers and/or operators of the other funds managed by the Sponsor will adopt certain conflicts protocols (including requirements for the acquisition of such debt to be consistent with arm's length terms).

Although the Sponsor believes that this policy will limit the potential for conflicts of interest, situations may arise where applying the above policy may not be in the Shareholders' best interests.

Valuation Matters

The fair value of all Investments will be determined by the Central Administration under the oversight of the AIFM. It will, in certain circumstances, be the case that the carrying value of an Investment does not reflect the price at which the Investment could be (or ultimately is) realised in the market, and the difference between carrying value and the ultimate realised price could be material. The valuation of such Investments will be determined by

the Central Administration under the oversight of the AIFM in accordance with procedures set forth in this Prospectus and the Articles. The valuation methodologies used to value any Investment could vary over time and have subjective elements, and valuation determinations (including with respect to whether an investment has been the subject of a permanent impairment) will involve subjective judgments, estimates and projections and will, in certain circumstances, not be accurate.

In making its determination in respect of an Investment's valuation, the Central Administration under the oversight of the AIFM is entitled to take into account all facts and circumstances it deems relevant, subject to the Prospectus and the Articles, and there can be no assurance that a third party (including a valuation expert) or Shareholders would agree with the factors used and/or conclusions reached by the Central Administration under the oversight of the AIFM in making any such determination. Valuation methodologies are based on assumptions and opinions about future events, which may or may not turn out to be correct. Valuation methodologies may permit reliance on a prior period valuation of particular Investments. Ultimate realisation of the value of an asset depends to a great extent on economic, market and other conditions beyond the AIFM's control. The valuation of Investments, as well as the determination of whether and when an Investment has been permanently impaired or written down (such determinations generally remain in the sole discretion of the AIFM), will affect the amount of Management Fees and Servicing Fees in certain circumstances. The impact of valuation determinations (including with respect to whether an investment has been permanently impaired) creates an incentive on the part of the AIFM to refrain from making, or to delay making, a determination that an investment has been permanently impaired and to select valuation methodologies, or apply valuation methodologies in such a manner, that have the effect of maximising the amount of Management Fees that the Sponsor receives.

There is no guarantee that the fair value as determined by the Central Administration under the oversight of the AIFM at any given point in time will represent the value that will be realised by CIP GET – I on the eventual disposition of the Investment or that would, in fact, be realised upon an immediate disposition of the Investment.

The valuation of Investments will, in certain circumstances, also affect the ability of the Sponsor to attract capital to CIP GET – I. As a result, circumstances in which the Sponsor is incentivised to defer realisation of Investments, make more speculative Investments, seek to deploy Investments at an accelerated pace, hold Investments longer and/or determine valuations that are higher than the actual fair value of Investments, which generally remains in the sole discretion of the AIFM can be expected. There will be no retroactive adjustment in the valuation of any Investment or the fees paid to the Sponsor to the extent any valuation proves to not accurately reflect the realisable value of an asset.

As a result, the valuation of Investments of CIP GET – I, which remains in the sole discretion of the Central Administration under the oversight of the AIFM, involves conflicts of interest. Although the AIFM intends to operate in accordance with the Prospectus and Articles, which the Sponsor believes should mitigate the potential for subjectivity in making valuation determinations, there can be no assurance that such policies, practices and procedures will address all of the necessary factors to do so, or completely eliminate all actual and potential conflicts of interest in such determinations, or that any such conflicts will be resolved in favour of CIP GET – I or the Shareholders.

Affiliated Broker-Dealer and Underwriting Activities

CIP may, in the future, determine to form, invest in or utilise one or more broker-dealer entities (or similar) that may, from time to time, either itself or in conjunction with third parties (including as the case may be, through arrangements entered into with third-party finance providers) be engaged to manage, or otherwise participate in, underwriting syndicates, or similar activities.

CIP itself may also choose to underwrite and/or provide bridge financing for the benefit of CIP GET – I in respect of all or part of an investment (including in an Underlying CIP Strategy) in whole, or in part, using its own balance sheet capital, including to make commitments to, and meet capital commitment calls issued by, an Underlying CIP Strategy pending subscriptions from Shareholders, and more generally to meet other liquidity requirements of CIP GET – I from time to time. Shareholders should note, however, that no guarantees can be given as to the availability of any such underwriting and/or bridge financing, which will be made at the discretion of CIP (if at all).

Similar activities may be undertaken, with respect to the securities and debt instruments of portfolio companies and non-controlled entities in or through which various funds managed by the Sponsor (including, potentially, CIP GET – I through its participation in Underlying CIP Strategies, as well as co-investment vehicles relating

thereto), invest. CIP itself may choose to underwrite the financing of all or part of an investment in whole, or in part, using its own balance sheet capital, and may provide capital markets advisory, acquisition financing and syndication services to one or more portfolio companies of the funds managed by the Sponsor (including, potentially, indirectly CIP GET – I through its participation in the Underlying CIP Strategies).

Any such arrangements would be entered into on terms consistent with an arm's length transaction that CIP determines to be within customary market norms for unaffiliated broker-dealers or providers of such services. CIP and/or one or more of its affiliates engaged in any such activities may receive an underwriting, syndication, arrangement, lending, placement and/or other fees or compensation (as applicable) in connection with such services which may be retained by CIP and/or one or more of its affiliates (as applicable) without any reduction of, or offset against, the Management Fee which is borne by Shareholders or such equivalent entitlement by the investors of the Underlying CIP Strategies (including CIP GET – I) or performance fee allocable to the managers of the Underlying CIP Strategies and key personnel.

Certain conflicts of interest in connection with CIP GET – I may arise due to the potential engagement of any such broker-dealers that may be affiliated or otherwise have contractual arrangements in place with CIP, in particular in respect of any portfolio companies or investment vehicles with respect to which the CIP-affiliated brokers-dealers provide services. For example, CIP may be seen as incentivised to: (i) seek to influence the decision by a portfolio company to retain or otherwise transact with a CIP-affiliated broker-dealer, instead of other broker-dealers that may be more appropriate or offer better terms, but who are unaffiliated with CIP; or (ii) structure transactions, including co-investment opportunities, so that they require the use of a CIP-affiliated broker-dealer. Conflicts could further arise where CIP may be incentivised to underwrite and/or syndicate securities as a result of the fees that could be earned from CIP itself underwriting the financing of an investment. Similar conflicts may arise in the context of CIP choosing to underwrite and/or provide bridge financing for the benefit of CIP GET – I in respect of all or part of an investment (including in respect of an investment in an Underlying CIP Strategy). Moreover, in situations where a CIP-affiliated broker-dealer, as a result of such activities, holds a position in an asset in which a fund managed by the Sponsor holds investments (including as a result of a shortfall arising as a result of an incomplete or failed syndication), the arrangement may lead to a conflict between the CIP-affiliated broker-dealer and the fund managed by the Sponsor in the event of a default by, or the liquidation of, the asset or a restructuring or renegotiation of the terms of a loan or other relevant securities. In certain circumstances, including by way of an example, where an asset becomes distressed and the participants in the relevant offering have a valid claim against the underwriter, the participating fund managed by the Sponsor may have a conflict in determining whether to seek recourse or sue a CIP-affiliated broker-dealer. While such potential conflicts cannot be excluded, any CIP-affiliated broker-dealer will generally seek to provide such underwriting activities as part of an underwriting syndicate where the CIP-affiliated broker-dealer would exercise any voting or other rights relating to an asset of CIP GET – I in line with the voting and exercise of corresponding rights held by other, non-CIP affiliate, members of such syndicate, with any fees charged in connection with its services being charged on a consistent basis with other non-CIP affiliated broker-dealers providing similar services as part of such syndicate.

Management Fee-Free Classes

Shareholders investing into the Class C_Y Shares and/or investors acquiring an equivalent class of interests reserved for CIP Personnel in CIP GET Master – I will invest on a management fee-free basis: (i) at the level of CIP GET Feeder – I or CIP GET Master – I (as applicable); and (ii) at the level of the Underlying CIP Strategies, as such CIP Personnel investors typically invest into the Underlying CIP Strategies on a management fee-free basis (including, for the avoidance of doubt, with respect to any management fee “true up” payments). In order to give economic effect to the foregoing, appropriate adjustments may be made to the NAV of Class C_Y Shares and/or an equivalent class of interests in CIP GET Master – I and arrangements may be implemented between CIP GET Feeder, CIP GET Master, the AIFM and/or the CIP Underlying Strategies.

Carried Interest

CIP GET – I will bear its share of any carried interest or similar profit sharing entitlement of the carried interest partner (or equivalent) in the Underlying CIP Strategies in which it invests.

Any carried interest (or similar) borne by CIP GET – I as an investor in an Underlying CIP Strategy in which it participates creates a greater incentive for the manager of the relevant Underlying CIP Strategy to make more speculative Investments or to time the purchase or sale of Investments in a manner more motivated by the personal interest of CIP Personnel than if such profit-based compensation did not exist, as the recipients of carried interest

in respect of the relevant Underlying CIP Strategy receive a disproportionate share of profits above the preferred return hurdle (if any) for the relevant Underlying CIP Strategy.

Co-Investments

Any carried interest (or equivalent) borne by CIP GET – I as an investor in respect of any Co-Investments in which it participates creates a greater incentive for the manager of the relevant Co-Investment vehicle to make more speculative investments or to time the purchase or sale of Co-Investments in a manner more motivated by the personal interest of CIP Personnel than if such profit-based compensation did not exist, as the CIP GET – I Recipient receives a disproportionate share of profits above the preferred return hurdle (if any) for such Co-Investment.

Default and Contractual Breach

The Underlying CIP Strategies in which CIP GET – I invests will contain default provisions and associated remedies that may be applied against CIP GET – I in the event that it fails to pay any amounts due in accordance with the terms of the governing documents for such Underlying CIP Strategy. Such default remedies may include (but will not be limited to) (a) incurring a bank loan on behalf of (and at the expense of) CIP GET – I and/or (b) forfeiting or redeeming the entire interest of CIP GET – I in such Underlying CIP Strategy at a significant discount to the actual value of CIP GET – I's interest in such fund. In this regard, Shareholders should note that the ability of CIP GET – I to meet its contractual obligations to an Underlying CIP Strategy will be dependent on CIP GET – I having sufficient amounts available to meet drawdown requests in the time-frame required under the governing documents for the relevant Underlying CIP Strategy. This, in turn, will depend on the ability of the Sponsor to successfully manage cash-flows and liquidity for CIP GET – I across its various commitments and Investments, and Shareholders will be reliant on the Sponsor and its advisors in doing so. There can be no guarantees that the Sponsor will be able to successfully manage cash-flows and liquidity at all times in order to meet CIP GET – I's commitments and cash-flow needs more generally. CIP GET – I may make capital commitments to Underlying CIP Strategies and/or in respect of Co-Investments where, at the specific time a capital commitment is made, amounts are not necessarily available for CIP GET – I to meet such capital commitment assuming all or part of such committed amounts were to be called by the relevant Underlying CIP Strategy and/or in respect of Co-Investments, including (without limitation) in circumstances where, at the time of making a capital commitment, it is anticipated that CIP GET – I will receive further subscription proceeds or proceeds from Investments. Any such commitments that are made pending amounts becoming available to meet such commitments increases CIP GET – I's exposure to a risk of a default on its commitments to Underlying CIP Strategies. To the extent that CIP GET – I defaults on its commitment to an Underlying CIP Strategy or otherwise breaches the terms of its investment, conflicts of interest will arise as to what remedies are pursued given that the manager, general partner or operator of such Underlying CIP Strategy may be the same as the Sponsor, or will otherwise be affiliated with the Sponsor. In these circumstances the general partner, manager and/or operator of the Underlying CIP Strategy will act in a manner that it considers consistent with its fiduciary duty to act in the best interests of the Underlying CIP Strategy, and as a result Shareholders should not expect any more favourable treatment than that which would be applied to any third-party investor in the relevant Underlying CIP Strategy in similar circumstances.

Conversely, circumstances may arise where the general partner, manager and/or operator of an Underlying CIP Strategy in which CIP GET – I invests breaches a contractual undertaking or obligation, or non-contractual duty, to one or more investors in the Underlying CIP Strategy, including, as the case may be, CIP GET – I. Such a breach may, for example, involve a breach of an investment restriction in the governing documents for the Underlying CIP Strategy, which may result in losses for investors in the Underlying CIP Strategy (including CIP GET – I). This creates potential conflicts of interest, since the Sponsor (or one of its affiliates), as the entity responsible for taking actions and making determinations on behalf of CIP GET – I (including, as the case may be, deciding whether or not to pursue remedies for contractual or other breaches) is also expected to be the general partner, manager and/or operator with respect to the Underlying CIP Strategy. Moreover, unlike third-party investors in an Underlying CIP Strategy, CIP GET – I may be restricted from exercising voting rights and/or remedies that might otherwise be available in such circumstances in the absence of CIP GET – I being managed, advised and/or operated by a member of CIP (a “**CIP Member**”) (generally making CIP GET – I a related party of the Underlying CIP Strategy and therefore not being afforded the benefit of any such voting and/or remedies under the terms of the relevant Underlying Fund Documentation, as described further in “*Investing in Underlying CIP Strategies*” above). As such, CIP GET – I's recourse in such circumstances may be limited and CIP GET – I would be reliant on other investors in CIP GET – I pursuing remedies that would apply generally to all investors in the relevant Underlying CIP Strategy (including CIP GET – I).

Further Conflicts Associated with Liquidity

As alternative investment fund manager of CIP GET – I and the manager of, or an affiliate of the manager of, the Underlying CIP Strategies, a conflict of interest may arise for the Sponsor CIP GET – I requires further liquidity or where there are competing payments to be made which require funding and therefore additional liquidity. In such circumstances, it will generally be in the Sponsor's interest to ensure that the payment of CIP GET – I's liabilities to the Underlying CIP Strategies are prioritised ahead of any payments otherwise due to Shareholders, including by imposing limitations on redemptions as set out in the Prospectus, this Annex or the Articles (including, as the case may be, modifications to or suspensions on redemptions). Further, the Sponsor may take actions to dispose of CIP GET – I's Investments as quickly as possible (including where doing so would be at a discount to their underlying value, where such disposal is to another CIP Member, another fund managed by the Sponsor or a strategic partner and where CIP GET – I would not be required to offer existing Shareholders pre-emption or similar rights in respect of such disposal), and similar actions. Any prioritisation to meet competing payments that are due (or anticipated to become due) will be made by the Sponsor in its discretion. Although the Sponsor will have regard to the interests of CIP GET – I when having to prioritise, this will require an exercise of judgement as to which payments should be prioritised ahead of others, which may not always result in the most favourable outcome for CIP GET – I and its investors. Moreover, in such circumstances, the Sponsor may agree to another CIP Member providing a source of liquidity to CIP GET – I, including by such CIP Member (a) purchasing Shares of CIP GET – I or its relevant holding entities (which may have the effect of diluting the interests of other Shareholders), (b) providing CIP GET – I with a credit facility (which may result in CIP GET – I having to bear interest costs, arrangement fees and other amounts in addition to assuming priority repayment obligations in respect of amounts borrowed), (c) purchasing one or more Investments held by CIP GET – I (which may be at a discount to NAV for the relevant investment and may represent those select Investments held by CIP GET – I that the relevant CIP Member considers most attractive and is therefore willing to acquire) or (d) other arrangements with similar intentions, each of which may be made on terms CIP considers reasonable having regard to the circumstances and which may conflict with the interests of CIP GET – I and Shareholders and may be advantageous to certain Shareholders (i.e. those seeking liquidity through redemptions) but disadvantageous to others (i.e. those not seeking liquidity through redemptions).

Where it is intended that CIP GET – I makes a disposal of one or more of its Investments (whether to a third party, one or more CIP Members or another fund managed by the Sponsor), the Sponsor will have discretion as to the identity of the Investments to be disposed, the identity of the acquiring party(ies), the pace and frequency of the disposal(s), the basis on which Investments are selected to be disposed (for example, CIP GET – I could dispose of specific individual Investments, dispose of portions of each Investment (or a certain group of Investments) on a *pro rata* basis, dispose of Investments of a particular strategy, asset or geographical focus, vintage, etc.) and, subject as otherwise set out in the Prospectus, this Annex or the Articles, the process and terms of such disposal.

In circumstances where CIP GET – I disposes of Investments for purposes of generating further liquidity to service Redemption requests, Shareholders should note that there may be a conflict of interest between each of the Sponsor, the redeeming Shareholders and the remaining Shareholders in securing such liquidity. Generating liquidity in such a manner may cause CIP GET – I's NAV to fall more than it otherwise would have, as a result of CIP GET – I disposing of its Investments at a price lower than their NAV in order to generate liquidity. In addition, the Sponsor will be required to appropriately balance the interests of redeeming Shareholders against those Shareholders which are not in, or are further behind in, the process of redeeming their Shares. Such disposals made in order to service redemption requests may lead to Shareholders which are not redeeming Shares or are further behind in the process of redeeming their Shares, holding Shares or redeeming Shares at a NAV per Share which is lower than it otherwise would have been the case had such disposals not been made (for example, because such disposals were made at a discount to the NAV of the relevant investment). In such circumstances, the Sponsor may not be able to act in the best interests of all Shareholders (whether they redeem their Shares or remain as Shareholders). Where CIP GET – I has disposed, or the Sponsor in good faith anticipates CIP GET – I disposing, of Investments at a price lower than their NAV in order to generate liquidity, the Sponsor may reflect this by reducing CIP GET – I's NAV accordingly which may therefore cause Shares which are to be subsequently redeemed, redeemed at a price lower than otherwise would have been the case, had such disposal(s) at a price lower than the NAV of the relevant investment(s) not occurred.

In the event that the Sponsor, a CIP Member or their affiliates subscribe for Shares or is issued Shares, such subscriber may subsequently wish to redeem their Shares. Shareholders should note that in certain circumstances such subscriber may be entitled to request redemption of up to all of its Shares at any given time. Shareholders should therefore be aware that any such redemption request by such CIP Member or its affiliates may have an adverse effect of CIP GET – I's liquidity and ability to service its current and prospective liabilities, including by

reducing CIP GET – I’s ability to accept the Redemption requests of other Shareholders at any given time and may present the Board of Directors and/or the Sponsor with a conflict of interest on the basis that they may prioritise redemption requests of CIP Member or its affiliates ahead of those submitted by third-party Shareholders.

Bridging and Syndicating Investments

In addition, certain circumstances may arise where a CIP Member or its affiliates may provide interim financing for the purpose of bridging a potential investment by CIP GET – I and/or may acquire an investment with a view to subsequently selling such investment, in whole or in part, to CIP GET – I, or otherwise act as a lender to CIP GET – I and/or its holding vehicles for such purposes. In circumstances where CIP warehouses an investment which is subsequently syndicated (in whole or in part) to CIP GET – I, the transfer to CIP GET – I of any such “warehoused” investment shall generally be made on a basis consistent with arm’s length terms. However, the Sponsor may agree to transfers being made at cost, or cost plus an interest rate or carrying cost charged from the time of acquisition to the time of transfer (including, as applicable, any related syndication/transfer costs and any associated taxes), notwithstanding that the fair market value of any such Investments may have declined below or increased above cost from the date of acquisition to the time of such transfer. The Sponsor may also determine in its sole discretion another methodology for pricing these transfers, including fair market value at the time of transfer. It may be possible that CIP GET – I acquires transferred assets from a CIP Member or its affiliates at above fair market value, and/or separately sell assets to a CIP Member or its affiliates (including in the circumstances described above, under the sub-section headed “*Further Conflicts Associated With Liquidity*”) of this Annex at below fair market value. Where such a transaction involves CIP GET – I, the Board of Directors (or the non-affiliated directors thereof) may, but are not required to, approve the price, terms and conditions of such transfer and may approve or waive any conflicts arising in connection therewith on behalf of the Shareholders. Also, the Sponsor or the manager of the Underlying CIP Strategy may charge fees on these transfers to either or both of the parties to them and CIP GET – I may have to accept limited representations and warranties as to the interests being acquired from a relevant CIP Member. More generally, CIP itself may provide other financing services with respect to the activities of CIP GET – I (and the Underlying CIP Strategies), including loan facilities for purposes of bridging the acquisition by CIP GET – I and Underlying CIP Strategies of Investments, meeting other liabilities (including meeting establishment and/or operating costs) and/or providing operating cash to CIP GET – I, Underlying CIP Strategies or to one or more portfolio companies. Any such services may present actual or potential conflicts of interest, including as a result of a relevant CIP Member or its affiliates charging fees, interest and other payments or compensation to CIP GET – I or Underlying CIP Strategy (as applicable) for such services without any deduction or offset against the Management Fee borne by Shareholders (or, in the case of Underlying CIP Strategies, such similar entitlement payable by investors in the Underlying CIP Strategy or performance fee allocable to the manager of the Underlying CIP Strategy and key personnel). Conflicts could also arise in circumstances where either CIP GET – I (or an Underlying CIP Strategy) or a relevant CIP Member or its affiliates providing such services breaches their respective obligations under any agreed financing agreement or similar arrangement (including, for example, as a result of CIP GET – I or an Underlying CIP Strategy failing to meet a repayment obligation under such financing agreement or similar arrangement, or a CIP Member or its affiliates failing to meet a committed lending obligation under such facility agreement or similar arrangement). Such arrangements would be entered into on a basis consistent with arm’s length terms (including as regards to fees and interest associated with such facility) that the Sponsor (or the manager of an Underlying CIP Strategy, as applicable) determines to be within customary market norms for finance providers of appropriate calibre having taken steps to evaluate terms being offered by other finance providers as a benchmark for its own terms. In this regard, prospective investors in CIP GET – I should note that a CIP Member or its affiliates may provide financing for purposes of enabling CIP GET – I to acquire Investments pending the sufficient subscription of capital for Shares or other interests in CIP GET – I. The terms of such financing will be no less favourable to the borrower than those of the financing provided by third-party lenders for the same purposes (if any) or will otherwise be assessed by the Sponsor against other finance providers to provide for terms consistent with an arms’ length financing arrangement for a similar transaction. Prospective investors should note that no guarantees or assurances can be given that any such facility that is made available for use by CIP GET – I will remain available and to the extent that any such facility ceases to be available for whatever reason, the ability of the Sponsor to implement the investment strategy of CIP GET – I and consummate Investments may be adversely effected. Where CIP itself provides any financing services to CIP GET – I and does so as part of a syndicate of banks and other financial institutions, in circumstances where a conflict arises it will vote as a creditor in line with the majority of the syndicate or abstain from voting, as determined by the Sponsor in its sole discretion.

Participation in CIP GET – I by CIP Members

The Sponsor may agree to one or more CIP Member or its affiliates purchasing Shares or units of CIP GET – I or its relevant holding entities or otherwise making amounts available for the benefit of CIP GET – I (directly or indirectly), including (without limitation) for the purposes of: (i) providing a source of liquidity to CIP GET – I, (ii) providing seed capital for prospective investments of CIP GET – I, and (iii) enabling such CIP Member(s) or its/their affiliates to participate in respect of any matter in which Shareholders may cast votes. Such participation may be made on economic terms preferential to other Shareholders (and such other terms CIP considers reasonable having regard to the circumstances). Such participation by one or more CIP Members or its/their affiliates, and their interests as Shareholders in CIP GET – I, may conflict with the interests of CIP GET – I and its other Shareholders (and may have the effect of diluting the interests of other Shareholders).

Allocation of Portfolios

The Sponsor will, in certain circumstances, have an opportunity to acquire (including through the use of certain warehousing arrangements, see also Section 17.2 of this Annex for further information) a portfolio or pool of assets, securities and instruments that it determines should be divided and allocated among CIP GET – I and other funds managed by the Sponsor. Such allocations generally would be based on the Sponsor’s assessment of the expected returns and risk profile of each of the assets. For example, some of the assets in a pool may have a return profile appropriate for CIP GET – I, while others may have a return profile not appropriate for CIP GET – I but appropriate for other funds managed by the Sponsor. Also, a pool may contain both debt and equity instruments that the Sponsor determines should be allocated to different funds managed by the Sponsor. In all of these situations, the combined purchase price paid to a seller would be allocated among the multiple assets, securities and instruments in the pool and therefore, subject to applicable law, among CIP GET – I and other funds managed by the Sponsor acquiring any of the assets, securities and instruments, although the Sponsor could, in certain circumstances, allocate value to CIP GET – I and such other funds managed by the Sponsor on a different basis than the contractual purchase price. Similarly, there will likely be circumstances in which CIP GET – I and other funds managed by the Sponsor will sell assets in a single or related transactions to a buyer. In some cases a counterparty will require an allocation of value in the purchase or sale contract, though the Sponsor could determine in its sole discretion such allocation of value is not accurate and should not be relied upon. The Sponsor will generally rely upon internal analysis to determine the ultimate allocation of value, though it may also obtain third-party valuation reports. Regardless of the methodology for allocating value, the Sponsor will have conflicting duties to CIP GET – I and other funds managed by the Sponsor when they buy or sell assets together in a portfolio, including as a result of different financial incentives the Sponsor has with respect to different vehicles, most clearly when the fees and compensation, including performance-based compensation, earned from the different vehicles differ. There can be no assurance that an investment will not be valued or allocated a purchase price that is higher or lower than it might otherwise have been allocated if such investment were acquired or sold independently rather than as a component of a portfolio shared with other funds managed by the Sponsor. These conflicts related to allocation of portfolios will not necessarily be resolved in favour of CIP GET – I, and Shareholders may not be entitled to receive notice or disclosure of the occurrence of these conflicts.

Strategic Partnership

CIP has entered, and it can be expected that CIP in the future will enter, into strategic relationships with investors (and/or one or more of their affiliates) that involve an overall relationship with CIP (which will afford such investor special rights and benefits) that could incorporate one or more strategies (including, but not limited to, a different sector and/or geographical focus) in addition to CIP GET – I’s strategy (“**Strategic Relationships**”). A Strategic Relationship often involves, but does not require, an investor agreeing to make a capital commitment or subscription to one or more funds managed by the Sponsor, including but not limited to CIP GET – I and/or any Parallel Entities. Regardless of a Shareholder’s commitment or subscription amount to one or more funds managed by the Sponsor, a Shareholder will not receive a copy of any agreement memorialising a Strategic Relationship program (for the avoidance of doubt, no further disclosure or reporting information will be shared with the Shareholders about any Strategic Relationship except in accordance with the terms of this Prospectus). Specific examples of such additional rights and benefits that have been offered, and can be expected to be offered, to certain investors in other funds managed by the Sponsor in the future, have included and can be expected to include, but are not limited to among others, specialised reporting, discounts on or reductions to and/or reimbursement or rebates of fund fees or incentive allocation, secondment of personnel from the investor to the Sponsor (or vice versa), targeted amounts for co-investments alongside funds managed by the Sponsor (including, without limitation, preferential or favourable allocation of co-investment, and preferential terms and conditions related to co-investment or other participation in funds managed by the Sponsor (including any incentive

allocation and/or fund fees to be charged with respect thereto, as well as any additional discounts, reductions, reimbursements or rebates thereof or other penalties that may result if certain target co-investment allocations or other conditions under such arrangements are not achieved)). For the avoidance of doubt, such examples are not exhaustive, and the specific terms of any such additional rights and benefits that are ultimately granted to one or more Shareholders may vary. The co-investment that is part of a Strategic Relationship may include co-investment in Investments made by CIP GET – I. The Sponsor, including its personnel, will receive compensation from Strategic Relationships and be incentivised to allocate investment opportunities away from CIP GET – I to or source investment opportunities for Strategic Relationships. Strategic Relationships may, in certain circumstances, result in fewer co-investment opportunities (or reduced allocations) being made available to CIP GET – I.

Affiliated Shareholders

Certain Shareholders, including current and/or former senior advisors, officers, directors and personnel of the Sponsor or its affiliates, personnel of a Strategic Relationship partner, charitable programs, endowment funds and related entities established by or associated with any of the foregoing, and other persons related to CIP, may receive preferential terms in connection with their investment in or alongside CIP GET – I. Specific examples of such preferential terms received by certain affiliated Shareholders may include, among others, waiver of Management Fees and/or the AIFM Fee. In addition, by virtue of their affiliation with the Sponsor, affiliated Shareholders will have more information about CIP GET – I and Investments than other Shareholders and will have access to information (including, but not limited to, valuation reports) in advance of communication to other Shareholders. As a result, such affiliated Shareholders will be able to take actions on the basis of such information which, in the absence of such information, other Shareholders do not take. Finally, to the extent affiliated Shareholders submit redemption requests in respect of their Shares in CIP GET – I, conflicts of interest will arise and the Sponsor's affiliation with such Shareholders could influence the Sponsor's determination to exercise its discretion whether to satisfy, reject or limit any such requested redemption. While such affiliated Shareholders and/or CIP GET – I will seek to adopt policies and procedures to address such conflicts of interest, there can be no assurance that the conflicts of interest described above will be resolved in favour of CIP GET – I or other Shareholders.

SCHEDULE 1 – SUSTAINABILITY-RELATED DISCLOSURES

Terms used in this Schedule and not otherwise defined below have the meaning given to them in the Prospectus.

Approach to SFDR

CIP GET Feeder – I is a financial product which promotes, amongst other characteristics, environmental and/or social characteristics on the basis that CIP GET Feeder – I will invest¹⁵ in (i) other CIP Funds (“**Underlying CIP Funds**”) and/or (ii) alongside CIP funds (together with the Underlying CIP Funds, the “**CIP Funds**”) that in each case contribute to energy transition, climate change mitigation and/or climate change adaptation characteristics. CIP GET Feeder – I’s investments may either be structured as a direct investment in an Underlying CIP Fund or as an investment alongside a CIP Fund into the asset(s) held by such fund.

Investors should be aware that as the underlying portfolio of CIP GET Feeder – I develops or changes over time, the environmental and/or social characteristics that are promoted by the CIP Funds and consequently CIP GET Feeder – I may develop over time. Where necessary, the pre-contractual disclosures set out below will be updated to reflect any material changes to the environmental and social characteristics promoted by the CIP Funds.

Sustainability-related commitments made by the CIP Funds

Each of the CIP Funds follow their own specific investment policy and investment strategy. Information regarding the CIP Funds that is provided in this Schedule is not intended to be comprehensive but rather provides a high-level overview of the type of commitments made by and characteristics of the relevant CIP Fund, including commitments made in the pre-contractual disclosures of the relevant CIP Fund for the purposes of Article 8 or 9 of SFDR (being “**SFDR Commitments**”).

Management of CIP Funds

CIP, or an entity within the CIP group, acts as the portfolio manager or investment advisor of the CIP Funds (in each case, the “**CIP Fund Manager**”). The CIP Fund Manager will seek to ensure that good governance practices are adhered to in respect of all projects and/or portfolio companies in which a CIP Fund invests, although the exact manner in which this is achieved will vary as appropriate.

Where CIP GET Feeder – I invests in an Underlying CIP Fund:

- (i) that has made SFDR Commitments, CIP GET Feeder – I will rely on the relevant CIP Fund Manager to ensure that the relevant Underlying CIP Fund is managed or advised in a manner that is consistent with the SFDR Commitments of the relevant Underlying CIP Fund;
- (ii) that has not made SFDR Commitments, CIP GET Feeder – I will rely on the relevant CIP Fund Manager to ensure that the relevant Underlying CIP Fund is managed or advised in a manner that is consistent with the applicable ESG-related policies, guidelines and procedures, of such CIP Fund.

Management of Co-Investments

Where CIP GET Feeder – I invests alongside a CIP Fund:

- (i) that has made SFDR Commitments, CIP GET Feeder – I will rely on the relevant CIP Fund Manager to ensure that the project and/or portfolio company that is the subject of the co-investment is managed in accordance with such CIP Fund’s SFDR Commitments;
- (ii) that has not made SFDR Commitments, CIP GET Feeder – I will rely on the relevant CIP Fund Manager to ensure the project and/or portfolio company that is the subject of the co-investment is managed in

¹⁵ Investments made by CIP GET Feeder – I may be made through one or more aggregator and/or intermediate vehicles. Please see the Prospectus and relevant Annex for more information on the investment structure. References in this Schedule to investments made by CIP GET Feeder – I in the CIP Funds should be understood in light of such structures.

accordance with the ESG-related policies, guidelines and procedures, including, where relevant, as to good governance, applicable to such CIP Fund.

Article 6(1)(a)&(b) - Integration of Sustainability Risks and Likely Impact on Returns

Where CIP GET Feeder – I invests in an Underlying CIP Fund, it will rely on the relevant CIP Fund Manager to ensure that the relevant Underlying CIP Fund integrates sustainability risks into its investment decisions. Where CIP GET Feeder – I invests alongside a CIP Fund, CIP will ensure that sustainability risks are sufficiently integrated into the decision-making process for an investment in the project and/or portfolio company that is the subject of the co-investment, for example, by conducting confirmatory risk assessments insofar as such potential or actual material risks have not already been addressed as part of the investment decision-making process of the relevant CIP Fund and/or the relevant CIP Fund Manager managing such CIP Fund.

When evaluating investments on behalf of CIP Funds, CIP will determine sustainability risks that are potentially relevant to such CIP Funds having regard to the types of investments that may be made by such CIP Funds. As a consequence, these sustainability risks may also indirectly become relevant to CIP GET Feeder – I given its investment strategy to invest in the CIP Funds.

CIP has identified the following non-exhaustive list of potential sustainability risks that may be relevant to the investments of the CIP Funds:

- Project, sponsor and/or lender governance, procedures, experience and track record
- Environmental impacts
- Environmental compliance and permitting
- Health and safety and environmental standards of the project and suppliers
- Labour standards of the project and suppliers
- Community relations
- Human rights
- Anti-bribery and corruption

The identification and assessments of risks, including sustainability risks, will take place on an investment-by-investment basis in accordance with relevant considerations under CIP's relevant policies and procedures. Prior to final investment decision by a CIP Fund, CIP's investment team is responsible for conducting the overall pre-investment due diligence. CIP's investment team shall arrange for targeted due diligence to be performed on relevant ESG topics to a potential investment, which shall, as relevant include an assessment of the risks listed above.

In connection with the proposal for final investment decision by a CIP Fund, CIP's investment team will present the relevant decision-making body with key findings and the final assessment of any relevant material ESG risks to the investment, as well as any required mitigation plans in place following final investment decision.

Notwithstanding the above, it is recognized that sustainability risks may not be relevant to certain non-core activities and investments related to the activities of CIP GET Feeder – I (for example, hedging).

Further information with respect to the integration of sustainability risks can be found in the pre-contractual disclosures for Article 8 financial products included in this Schedule, as well as on CIP's website at <https://www.get.cip.com/fund-documents/>.

Article 7 – Principal Adverse Impacts on Sustainability Factors

Further information with respect to CIP GET Feeder – I's approach to principal adverse impacts on sustainability factors can be found in the pre-contractual disclosures for Article 8 financial products included below in this Schedule.

Article 8 – Promotion of Environmental or Social Characteristics

For the purposes of Article 8(1) of SFDR, CIP GET Feeder – I is a financial product which promotes, among other characteristics, environmental and social characteristics on the basis that CIP GET Feeder – I will invest in

or alongside CIP Funds that in each case contribute to energy transition, climate change mitigation and/or climate change adaptation characteristics.

CIP GET Feeder – I seeks to promote certain environmental and social characteristics by applying CIP’s wider policies and procedures relating to ESG in assessing investments applicable to all CIP Funds, including in particular CIP’s Responsible Investment Policy.

CIP GET Feeder – I will also invest at least 50% of its investments in “sustainable investments” as defined under Article 2(17) of SFDR.

Further information with respect to the environmental and social characteristics that are promoted by CIP GET Feeder – I can be found in the pre-contractual disclosures for Article 8 financial products included in this Schedule.

Pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product name:
CIP Global Energy Transition Feeder – I
("CIP GET Feeder – I")

Legal entity identifier:
213800RY5PBGCG2OER22

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?

Yes

It will make a minimum of **sustainable investments with an environmental objective:** ___%

- in economic activities that qualify as environmentally sustainable under the EU Taxonomy
- in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

It will make a minimum of **sustainable investments with a social objective:** ___%

No

It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of 50 % of sustainable investments

- with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
- with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy
- with a social objective

It promotes E/S characteristics, but **will not make any sustainable investments**

Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. That Regulation does not include a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.



What environmental and/or social characteristics are promoted by this financial product?

CIP GET Feeder – I promotes, amongst other characteristics, environmental characteristics by investing in or alongside CIP Funds, which in each case contribute to energy transition, climate change mitigation and/or climate change adaptation characteristics with a focus on offshore wind, onshore wind, solar PV, energy storage, Power-to-X, Waste-to-X, and other renewable technologies (the "Characteristics").

Investors should note that the CIP Funds operate different asset classes and investment strategies. The relevant characteristics promoted by the CIP Funds generally consist of investing in economic activities that contribute to one or more environmental objectives. Whilst the specific sustainability approach and/or SFDR Commitments of each CIP Fund may vary, the relevant characteristics promoted by the CIP Funds generally consist of investing in economic activities that contribute to one or more environmental objective that

generally focus on energy transition, climate change mitigation and/or climate change adaptation.

CIP GET Feeder – I has not designated a reference benchmark for the purpose of attaining the Characteristics that it promotes.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

The following sustainability indicators will be used to assess CIP GET Feeder – I’s attainment of the Characteristics and will be reported annually:

- Renewable energy capacity (MW)
- Renewable power generation (GWh)
- Estimated CO₂e emissions to be avoided (tCO₂e)

The sustainability indicators will be reported to investors on an aggregated basis for all investments made by CIP GET Feeder – I (to the extent available). Aggregated reporting of the sustainability indicators across CIP GET Feeder – I’s portfolio may consist of estimates where exact data is not easily obtainable.

● ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

CIP GET Feeder – I will treat investments in or alongside CIP Funds that are subject to Article 9 of SFDR as sustainable investments for the purposes of CIP GET Feeder – I’s own asset allocation, as discussed below under the section “***What is the asset allocation planned for this financial product?***”.

The CIP Funds operate different asset classes and investment strategies. The sustainable investment objectives of the relevant CIP Funds generally consist of investing in economic activities that contribute to climate change mitigation and/or climate change adaptation. The following sub-sections provide further information as to how CIP Funds approach the definition of sustainable investment for the purposes of their underlying investments.

● ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

Several mechanisms are in place to seek to ensure that the relevant CIP Funds that have sustainable investment as their objective do not cause significant harm to any environmental or social sustainable investment objective.

For all CIP Funds, CIP implements its Responsible Investment Policy which sets out its responsible investment approach. The Responsible Investment Policy guides CIP throughout the investment process by describing key ESG principles and procedures which are intended to support CIP’s value creation objectives. Over time, CIP has developed fund-specific ESG and Climate Standards for relevant CIP Funds that set out CIP’s expectations of, and are applicable to, project, platform or investee companies (as appropriate) and suppliers (where relevant). As the ESG and Climate Standards are specific to each CIP Fund, they may involve a combination of ESG and/or Climate Standards depending on the fund. References to the “ESG and Climate Standards” in these disclosures should be understood as referring to the

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

ESG and/or Climate Standards as relevant for a CIP Fund. CIP's Responsible Investment Policy and each of the relevant CIP Funds' specific ESG and Climate Standards underpin the pre-investment diligence and asset management processes, and each include expectations that incorporate consideration of certain adverse impacts indicators and alignment with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights.

— — *How have the indicators for adverse impacts on sustainability factors been taken into account?*

Relevant principal adverse impact indicators are considered at the level of the CIP Funds. CIP GET Feeder – I relies on the processes of the relevant CIP Funds to consider adverse impacts on sustainability factors.

CIP and/or any third-party consultants engaged by CIP shall consider indicators for adverse impacts on sustainability factors for each investment of a relevant CIP Fund through a combination of the processes set out below:

1. A pre-investment assessment of potential material ESG risks is performed for all investments prior to the final investment decision, including an assessment of the principal adverse impact indicators ("PAI") as set out in Table 1 of Annex 1 of Regulation (EU) 2022/1088 and any relevant indicators in Tables 2 and 3, or any internal documents which reflect, operationalise or incorporate such indicators (e.g., CIP's Responsible Investment Policy and/or each of the relevant CIP Funds' specific ESG and Climate Standards). This includes pre-investment screening and due diligence processes.
2. Where appropriate, and depending on what is possible given the local regulatory context of each investment, developing mitigation and/or management plans for relevant potential adverse impacts at the investment level.
3. Monitoring of relevant potential adverse impacts of investments through yearly reporting (as appropriate).
4. Responding to incidents relating to relevant potential adverse impacts by leveraging the relevant control mechanisms, e.g., through the CIP Fund's position on the board and/or steering committee, if applicable.

— — *How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:*

CIP's Responsible Investment Policy and each of the relevant CIP Funds' specific ESG and Climate Standards are applied to all investments made by such CIP Fund and these policies and standards have been drafted with reference to the principles established in the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the eight fundamental conventions identified in the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and the International Bill of Human Rights set of guidelines (the "**Guidelines**").



Does this financial product consider principal adverse impacts on sustainability

The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying the remaining portion of this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Any other sustainable investments must also not significantly harm any environmental or social objectives.

factors?

Yes, _____

No

CIP GET Feeder – I will not consider principal adverse impacts (“**PAIs**”) on sustainability factors as part of its investment decision making processes, but will instead rely on the principal adverse impacts considerations (if any) made by the relevant CIP Fund Manager in connection with the management of the investments of the Underlying CIP Funds.



What investment strategy does this financial product follow?

CIP GET Feeder – I seeks to generate medium-to-long term capital appreciation for investors, providing exposure to a broad range of renewable energy assets and businesses by investing in a portfolio of current and future private market funds which are managed, advised and/or operated by, or affiliated with CIP diversified by strategy and maturity.

CIP GET Feeder – I may also participate in co-investment opportunities that arise from time to time alongside one or more CIP-managed funds, or direct transactions (together with primaries and secondaries investments in Underlying CIP Funds).

- ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

Investments in or co-investments alongside CIP Funds will constitute the majority of the investments made by CIP GET Feeder – I. All CIP Funds are subject to CIP’s Responsible Investment Policy as a result of which CIP implements the following procedures throughout each stage of CIP’s investment process. CIP GET Feeder – I relies on the implementation of the following procedures by the CIP Funds.

Investment Selection

CIP’s investment team shall only pursue investments in sectors that fall within the scope of the relevant fund’s investment strategy. Based on project-specific factors such as geography, project sponsor and technology, CIP’s investment team and ESG

The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

team will jointly identify any relevant ESG topics for targeted due diligence in connection with early-stage due diligence.

Due Diligence

Prior to final investment decision, CIP's investment team is responsible for conducting the overall pre-investment due diligence. CIP may involve external advisors, if relevant, to support its assessment of potential ESG risks or issues identified in the investment process. Material risks or issues identified shall, as relevant, be addressed through defined workstreams and specific engagement (e.g. with lenders and/or sponsors) prior to final investment decision and/or management plans for implementation during the construction and/or operations phases.

CIP's investment team shall, where relevant and considering proposed capital structures, seek to ensure that CIP is represented on the investee company board for equity investments, or otherwise has access to relevant investment information. Additionally, CIP's investment team shall seek to ensure necessary ESG topics are incorporated in relevant investment-related contracts or facility agreements, including with suppliers.

CIP's ESG function shall assist CIP's investment team by providing them with guidance regarding applicable responsible investment principles, identification and assessment of relevant risks, suggested ESG implementation strategies and management plans, and the appropriateness of any mitigation measures.

Post-closing

After financial close of an investment, CIP shall continue to act as an active owner of the investment. The manner in which this is done may vary depending on the nature of the investment and shall be done primarily through various initiatives carried out by CIP's investment management team, and if relevant, external third-party advisors or contractors.

Active monitoring may include:

- Reviewing and responding to periodic KPI and incident reporting provided to CIP
- Responding to incidents regarding ESG topics
- Monitoring of counterparties on an ongoing basis, including of relevant ESG topics and incidents
- Promoting and discussing ESG topics at board meetings and other relevant senior management meetings, as relevant
- Conducting periodic follow-ups of key ESG topics
- Responding to and engaging with project borrowers and/or project sponsors on relevant ESG issues and incidents

These initiatives are used to identify and assess areas of ESG risk, performance, and progress which can inform any relevant responses. CIP's ESG function shall assist CIP's investment management team by providing them with guidance regarding any ESG issues during the life of the investment. CIP will provide assistance to its funds under management and the underlying investors in such funds in solving relevant issues which may arise regarding human rights, labour rights, environment, climate or anti-corruption.

If CIP has cause to believe that a party to an investment cannot or is unwilling to respect the principles in its Responsible Investment Policy, CIP shall seek to engage with that party on a commercial basis.

● **What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?**

There is no committed minimum rate to reduce the scope of the investments considered prior to the application of the investment strategy.

● **What is the policy to assess good governance practices of the investee companies?**

CIP GET Feeder – I’s policy to assess good governance relies on the policies applicable to the CIP Funds.

The CIP Funds’ strategies for ensuring good governance practices in investee companies is ordinarily to establish or confirm the governance structure/system whilst developing the energy infrastructure asset.

Where relevant, the CIP Funds will use “active owner” or “passive owner” governance rights to seek to secure the good governance practices of the investee companies in accordance with CIP’s Responsible Investment Policy and, where relevant, CIP Funds’ ESG and Climate Standards.

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.



What is the asset allocation planned for this financial product?

CIP intends that a minimum proportion of at least 80% (to be measured once CIP GET Feeder – I is fully invested, and allowing for the Ramp Up Period, defined as a period of up to four (4) years after the initial subscription to CIP GET Feeder – I is accepted, as applicable during the life of CIP GET Feeder – I) of CIP GET Feeder – I’s investments will be invested in or alongside CIP Funds that contribute to energy transition, climate change mitigation and/or climate change adaptation characteristics.

In addition to the above, CIP intends that a minimum proportion of at least 50% (to be measured once CIP GET Feeder – I is fully invested, and allowing for the Ramp Up Period) of CIP GET Feeder – I’s investments will be "sustainable investments" as defined under Article 2(17) of SFDR.

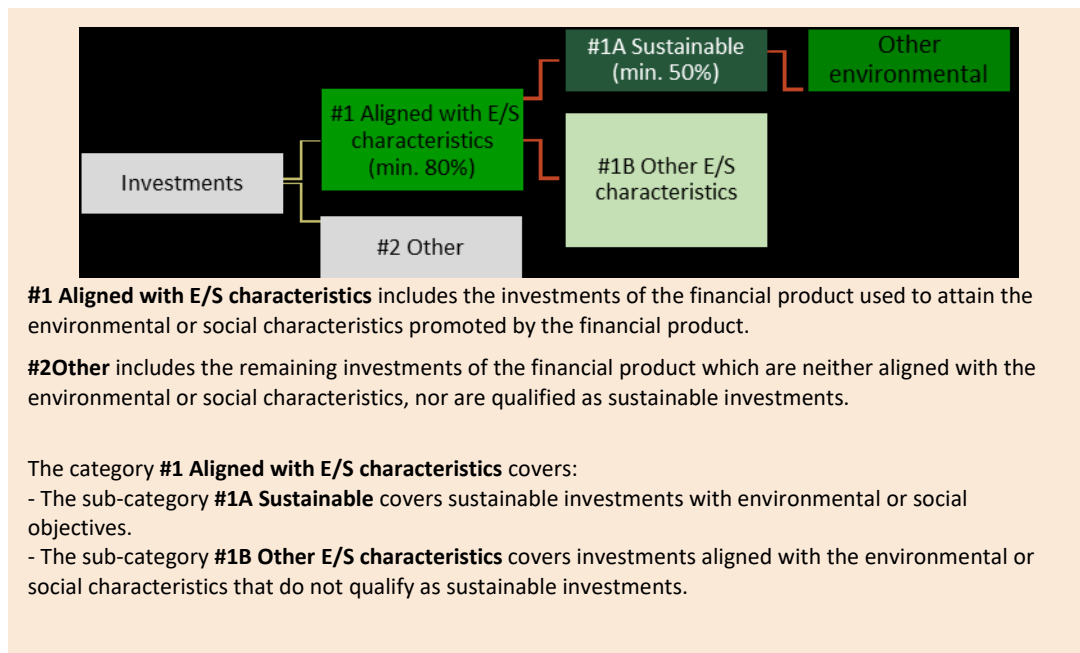
For a description of the purpose of the remaining proportion (maximum proportion of 20% of investments and any relevant environmental or social safeguards, please see the response to **“What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?”** below.

Asset allocation describes the share of investments in specific assets.

To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

Enabling activities directly enable other activities to make a substantial contribution to an environmental objective.

Transitional activities are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.



● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

CIP GET Feeder – I may use derivatives (directly or indirectly) for risk management purposes, including but not limited to mitigating foreign currency risk, interest rate and/or inflation rate fluctuations. Derivatives are therefore not intended to be used as a direct means of making investments or deploying capital.

To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?



CIP GET Feeder – I does not commit to making a minimum proportion of investments in sustainable investments with an environmental objective aligned with the EU Taxonomy.

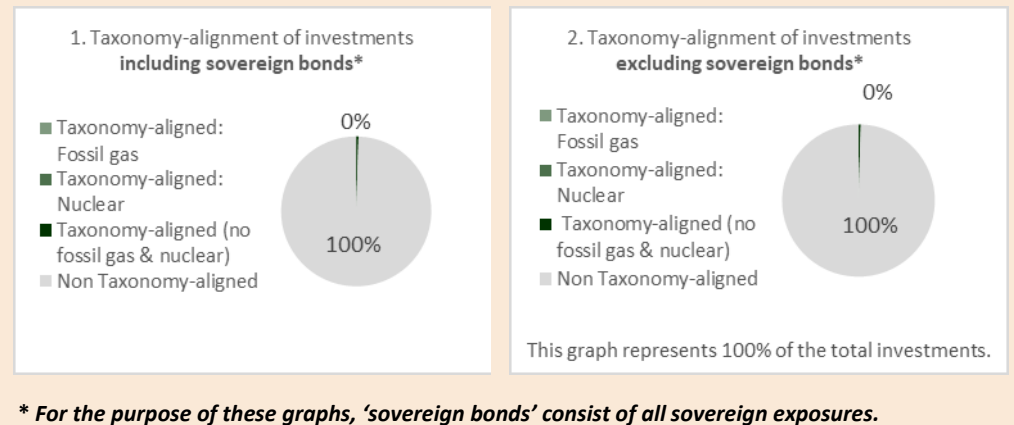
● **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹⁶?**

- Yes:
 - In fossil gas
 - In nuclear energy
- No

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of

¹⁶ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

sovereign bonds*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.



Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.

● **What is the minimum share of investments in transitional and enabling activities?**

Not applicable.

What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

CIP GET Feeder – I does not target investments that are aligned with the EU Taxonomy. None of the sustainable investments with an environmental objective are expected to be aligned with the EU Taxonomy.



What is the minimum share of socially sustainable investments?

The Fund does not commit to making a minimum proportion of socially sustainable investments.



are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

CIP GET Feeder – I may hold approximately 20% of its assets in money market funds, cash, cash equivalent as well as into Other Securities for liquidity and cash management purposes which will not contribute to the Fund’s promoted environmental characteristics. No specific measures are taken to ensure that minimum environmental or social safeguards are in place with respect to investments for liquidity and cash management purposes.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

No index has been designated as a reference benchmark.

● **How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?**

N/A

- **How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?**

N/A

- **How does the designated index differ from a relevant broad market index?**

N/A

- **Where can the methodology used for the calculation of the designated index be found?**

N/A



Where can I find more product specific information online?

More product-specific information can be found on the website: www.get.cip.com

APPENDIX A CERTAIN SECURITIES LAW LEGENDS

Any references to the “Fund” in Appendix A shall be read to include one or both of CIP Global Energy Transition Feeder SICAV and its sub-fund, CIP GET Feeder – I as the context may require.

For all non-U.S. investors generally: It is the responsibility of any persons wishing to subscribe for Shares to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdictions. Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of Shares, and any foreign exchange restrictions that may be relevant thereto.

EUROPE - EUROPEAN ECONOMIC AREA

Notice to investors in the European Economic Area: In relation to each member state of the European Economic Area (“**EEA**”) (each a “**Member State**”) which has implemented the Alternative Investment Fund Managers Directive (2011/61/EU) (the “**AIFM Directive**”), this Prospectus may only be distributed and the Shares may only be offered or placed in a Member State to the extent that the Fund is marketed to:

- (1) “Professional Investors” in the relevant Member State in accordance with the AIFM Directive (which cross-refers to the definition of “Professional Client” in the Markets in Financial Instruments Directive (2014/65/EU) (“**MiFID**”)) as implemented into the local law/regulation of the relevant Member State (“**Professional Investors**”);
- (2) Investors that are not Professional Investors at or above the relevant investment thresholds and/or at the conditions in accordance to which they are permitted to invest into an alternative investment fund under the local law of the relevant Member State and may be considered to be “**Retail Investors**” for the purposes of the AIFM Directive (which are considered to be “Retail Client” under MiFID); or
- (3) any other person the Fund can lawfully be distributed to, including at the exclusive initiative of the investor.

Notice to investors in Denmark: This Prospectus and the offer of the Shares is addressed only to (1) Professional Investors, and (2) semi-professional investors who: (a) understand that the amount of any investment by such investors in the Fund shall correspond to at least EUR 100,000 (i.e., the minimum amount to be invested pursuant to Section 5(5)(ii) of the Danish Alternative Investment Fund Managers etc. Act, being decisive as to whether such investors qualify as a so-called semi-professional investors); (b) have examined, are familiar with and understand the risks associated with an investment in the Fund, including that such investors may suffer a loss due to their investment in the Fund; (c) are aware and understand that the Fund, AIFM and other relevant third party will categorise such investors as semi-professional investors pursuant to Section 5(5), no. (ii) of the Danish Alternative Investment Fund Managers etc. Act, and that the investors as such will only be entitled to the limited investor protection that is afforded to Professional Investors under applicable law; and (d) at any time will comply with the Fund’s or AIFM’s request that such investor confirms this declaration or make a new declaration that the investor qualifies as a semi-professional investor.

Notice to investors in Estonia: This Prospectus and the offer of the Shares is addressed only to (1) Professional Investors, and (2) semi-professional investors who: (a) understand that the amount of any investment by such investors in the Fund shall correspond to at least EUR 100,000 (i.e., the minimum amount to be invested, being decisive as to whether such investors qualify as a so-called semi-professional investors); (b) have examined, are familiar with and understand the risks associated with an investment in the Fund, including that such investors may suffer a loss due to their investment in the Fund; (c) are aware and understand that the Fund, AIFM and other relevant third party will categorise such investors as semi-professional investors and that the investors as such will only be entitled to the limited investor protection that is afforded to Professional Investors under applicable law; and (d) at any time will comply with the Fund’s or AIFM’s request that such investor confirms this declaration or make a new declaration that the investor qualify as a semi-professional investor.

Notice to investors in Finland: This Prospectus and the offer of the Shares is addressed to (1) Professional Investors, and (2) Retail Investors to the extent the Fund has received approval to be marketed to such investors in Finland from the Finnish Financial Supervisory Authority .

Notice to investors in Germany: This Prospectus and the offer of the Shares is addressed only to (1) Professional Investors, and (2) semi-professional investors who, within the meaning of Section 1 para. 19 no. 33 a) of the German Capital Investment Act (*Kapitalanlagegesetzbuch*): (a) will make an investment in the Fund of at least EUR 200,000; and (b) fully understand the terms and conditions of their proposed investment and the risks involved as set forth in the Prospectus and, in view of their knowledge of investment matters, they do not require disclosure by way of a sales Prospectus.

Note to investors in Italy: this Prospectus and the offer of the Shares is addressed to Professional Investors as defined in the Italian Consolidated Law on Finance No. 58 of February 24, 1998, as amended from time to time and in the regulations of the Commissione Nazionale per le Società e la Borsa (CONSOB) issued pursuant to it, in accordance with the Framework of Directive 2014/65/EU of May 15, 2014 on Markets and Financial Instruments and Regulation (EU) No 600/2014 Of May, 15 2014 on Markets and Financial Instruments. In addition to Professional Investors, the Shares may be offered to the following categories of Retail Investors: (1) investors who subscribe or purchase shares of the Fund for an initial, not fractionable amount of EUR 500,000; (2) entities authorised to provide portfolio management services who, in execution of their investment mandate, subscribe or purchase shares of the Fund for an initial amount of not less than EUR 100,000 on behalf of investors; and (3) investors who subscribe or purchase shares of the Fund for an initial, not fractionable amount of EUR 100,000, provided that the following two conditions jointly apply: (a) the investor's commitments in alternative investment funds reserved to professional investors do not exceed the 10% of the aggregate investor's financial portfolio; and (b) the investor is making the commitment on the basis of the investment advice received from an entity duly licensed to provide such services.

The addressee acknowledges and confirms the above and hereby agrees not to circulate this Prospectus in Italy unless expressly permitted by, and in compliance with, applicable law. In addition, any investor will be required to agree and represent that any on-sale or offer of any share by such investor (in accordance with the Fund's documents) shall be made in compliance with all applicable laws and regulations.

Notice to investors in Lithuania: This Prospectus and offer of the Shares is addressed only to (1) Professional Investors, and (2) well-informed investors who: (a) understand that the amount of an investment by such investors in the Fund shall correspond to at least EUR 125,000 (i.e., the minimum amount to be invested); (b) have examined, are familiar with and understand the risks associated with an investment in the Fund; (c) are aware and understand that the Fund and AIFM will categorise such investors as well-informed investors, and that the investor as such will only be entitled to the limited investor protection that is afforded to Professional Investors under applicable law; and (d) at any time will comply with the Fund's or AIFM's request that such investor confirms this declaration or make a new declaration that the investor qualify as a well-informed investor.

Notice to investors in Luxembourg: This Prospectus and the offer of the Shares is addressed to (1) Professional Investors; and (2) Retail Investors.

Notice to investors in the Netherlands: This Prospectus and the offer of the Shares is addressed only to (1) Professional Investors, and (2) semi-professional investors who: (a) understand that the amount of any investment by such investors in the Fund shall correspond to at least EUR 100,000 (i.e., the minimum amount to be invested, being decisive as to whether such investors qualify as a so-called semi-professional investors); (b) have examined, are familiar with and understand the risks associated with an investment in the Fund, including that such investors may suffer a loss due to their investment in the Fund; (c) are aware and understand that the Fund and AIFM will categorise such investors as semi-professional investors and that the investors as such will only be entitled to the limited investor protection that is afforded to Professional Investors under applicable law; and (d) at any time will comply with the Fund's or AIFM's request that such investor confirms this declaration or make a new declaration that the investor qualify as a semi-professional investor.

Notice to investors in Norway: This Prospectus and the offer of the Shares is addressed to (1) Professional Investors, and (2) Retail Investors to the extent the Fund has received approval to be marketed to such investors in Norway from the Norwegian Financial Supervisory Authority.

Notice to investors in Sweden: This Prospectus and the offer of the Shares is addressed to (1) Professional Investors, and (2) Retail Investors to the extent the Fund has received approval to be marketed to such investors in Sweden from the Swedish Financial Supervisory Authority and relevant Class has been listed and admitted to trading on a European stock exchange in accordance with Chapter 5, Section 6, Paragraph 2 of the Swedish AIFM Act.

EUROPE – NON-EUROPEAN ECONOMIC AREA

Notice to investors in Switzerland: This collective investment scheme may only be offered in Switzerland to qualified investors in accordance with Art. 10 of the Collective Investment Schemes Act (CISA) and Art. 4 para. 3-5, and Art. 5 para. 1, Federal Act on Financial Services (FinSA).

- (1) **Representative:** The representative in Switzerland is OpenFunds Investment Services AG, Freigutstrasse 15, 8002 Zurich.
- (2) **Paying Agent:** The paying agent in Switzerland is Società Bancaria Ticinese SA, Piazza Collegiata ,6501 Bellinzona.
- (3) **Place of Reference of the Relevant Documents:** The statutory documents of the Fund such as the Prospectus, the key investor information document (if any), the Articles, the annual and semi-annual reports and/or any other legal documents as defined in Article 15 CISA in conjunction with Article 13a CISO may be obtained free of charge from the Representative.
- (4) **Place of Performance and Jurisdiction:** In respect of Shares offered in Switzerland, the place of performance is at the registered office of the Representative. The place of jurisdiction is at the registered office of the Representative or at the registered office or place of residence of the Shareholder.

Notice to investors in the United Kingdom: The Fund is an “unregulated collective investment scheme” as defined in the Financial Services And Markets Act 2000 of the United Kingdom (“**FSMA 2000**”). The Fund has not been authorised, or otherwise recognised or approved by the UK Financial Conduct Authority (“**FCA**”) and, as an unregulated scheme, it accordingly cannot be promoted in the United Kingdom (“**UK**”) to the general public.

In the UK, the contents of this Prospectus have not been approved by an “authorised person” within the meaning of section 21 of FSMA 2000. Approval is required unless an exemption applies pursuant to section 21 of FSMA 2000. Reliance on this Prospectus for the purpose of engaging in any investment activity may expose an individual to a significant risk of losing all the property or other assets invested.

This Prospectus will only be communicated to persons to whom a financial promotion can be made lawfully by:

- (a) an unauthorised person (without prior approval of an authorised person) pursuant to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the “**FPO**”); and
- (b) an authorised person, only where it can also be made under the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (as amended) (the “**PCISO**”) or as otherwise permitted under the Financial Conduct Authority’s (“**FCA**”) conduct of business sourcebook in its Handbook of Rules and Guidance (“**COBS**”).

It will therefore generally only be communicated to:

- (i) persons believed on reasonable grounds to fall within one of the categories of “Investment professionals” as defined in article 19(5) of the FPO and article 14 PCISO;
- (ii) persons who are “High net worth individuals” as described in article 48 of the FPO and article 21 PCISO;
- (iii) persons believed on reasonable grounds to be “High net worth companies, unincorporated associations etc” within the meaning of article 49 of the FPO and article 22 PCISO;
- (iv) persons who are “Certified sophisticated investors” as described in article 50 of the FPO and article 23 PCISO;
- (v) persons who are “Self-certified sophisticated investors” as described in article 50A of the FPO and article 23A PCISO;
- (vi) persons to whom this Prospectus may otherwise lawfully be provided in accordance with FSMA 2000, and the FPO (as amended); and

- (vii) (if communicated by an authorised person and that authorised person is not relying on an exemption under the PCISO) persons that may fall within an exemption set out in rule 4.12B.7(5) of COBS.

Any person who is in any doubt about the investment to which this Prospectus relates should consult an authorised person specialised in advising on investments of the kind in question. Transmission of this Prospectus to any other person in the UK is unauthorised and may contravene FSMA 2000.

To the extent this Prospectus is communicated by an authorised person in reliance of any exemption set out in rule 4.12B.7(5) of COBS, then you should read the following disclosure:

Don't invest unless you're prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong.

Due to the potential for losses, the FCA considers this investment to be very complex and high risk.

What are the key risks?

1. You could lose all the money you invest

- If the business offering this investment fails, there is a high risk that you will lose all your money. Businesses like this often fail as they usually use risky investment strategies.
- Advertised rates of return aren't guaranteed. This is not a savings account. If the issuer doesn't pay you back as agreed, you could earn less money than expected or nothing at all. A higher advertised rate of return means a higher risk of losing your money. If it looks too good to be true, it probably is.
- These investments are very occasionally held in an Innovative Finance ISA ("IFISA"). While any potential gains from your investment will be tax free, you can still lose all your money. An IFISA does not reduce the risk of the investment or protect you from losses.

2. You are unlikely to be protected if something goes wrong

- The financial services compensation scheme ("FSCS"), in relation to claims against failed regulated firms, does not cover investments in unregulated collective investment schemes. You may be able to claim if you received regulated advice to invest in one, and the adviser has since failed. Try the FSCS investment protection checker here.
<https://www.fscs.org.uk/check/investment-protection-checker/>
- Protection from the financial ombudsman service ("FOS") does not cover poor investment performance. Learn more about FOS protection here.
<https://www.financial-ombudsman.org.uk/consumers>

3. You are unlikely to get your money back quickly

- This type of business could face cash-flow problems that delay payments to investors. It could also fail altogether and be unable to repay any of the money owed to you.
- You are unlikely to be able to cash in your investment early by selling your investment. In the rare circumstances where it is possible to sell your investment in a 'secondary market', you may not find a buyer at the price you are willing to sell.
- You may have to pay exit fees or additional charges to take any money out of your investment early.

4. This is a complex investment

- This kind of investment has a complex structure based on other risky investments, which makes it difficult for the investor to know where their money is going.
- This makes it difficult to predict how risky the investment is, but it will most likely be high.
- You may wish to get financial advice before deciding to invest.

5. Don't put all your eggs in one basket

- Putting all your money into a single business or type of investment for example, is risky. Spreading your money across different investments makes you less dependent on any one to do well.
- A good rule of thumb is not to invest more than 10% of your money in high-risk investments.
<https://www.fca.org.uk/investsmart/5-questions-ask-you-invest>

If you are interested in learning more about how to protect yourself, visit the FCA's website here.

<https://www.fca.org.uk/investsmart>

For further information about unregulated collective investment schemes (UCIS), visit the FCA's website here.

<https://www.fca.org.uk/consumers/unregulated-collective-investment-schemes>

ASIA-PACIFIC

Notice to investors in Hong Kong: The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents in this Prospectus, you should obtain independent professional advice.

The Fund and the issue of this Prospectus have not been authorised by the Securities and Futures Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Cap. 571 of the laws of Hong Kong) (the “SFO”). The Shares have not been and will not be offered or sold in Hong Kong by means of any prospectus, other than (a) to “professional investors” as defined in the SFO and any rules made under that ordinance; or (b) in other circumstances which do not constitute an offer or invitation to the public within the meaning of the SFO.

Notice to investors in Singapore: The offer or invitation of the Shares, which is the subject of this Prospectus, does not relate to a collective investment scheme which is authorised under section 286 of the securities and futures act, chapter 289 of Singapore (the “SFA”) or recognised under section 287 of the SFA. The Fund is not authorised or recognised by the monetary authority of Singapore (the “MAS”) and the Shares are not allowed to be offered to the retail public. This Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA and accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than: (i) to an institutional investor (as defined under section 304 of the SFA); (ii) to a relevant person (as defined under section 305(5) of the SFA) pursuant to section 305(1), or any person pursuant to section 305(2), and in accordance with the conditions specified in section 305 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Shares are subscribed or purchased under section 305 of the SFA by a relevant person which is:

- A. a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- B. a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

Securities (as defined in section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and Shares (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Shares pursuant to an offer made under section 305 of the SFA except:

1. To an institutional investor or to a relevant person defined in section 305(5) of the SFA, or to any person arising from an offer referred to in section 275(1a) or section 305a(3)(i)(b) of the SFA;
2. Where no consideration is or will be given for the transfer;
3. Where the transfer is by operation of law;
4. As specified in section 305a(5) of the SFA; or
5. As specified in regulation 36 of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

Any reference to the “SFA” is a reference to the Securities and Futures Act, chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.