

# **Weisshorn Funds UCITS**

*Société d'investissement à capital variable*  
(a Luxembourg domiciled investment company with variable capital)

**P R O S P E C T U S**

**June 2022**

## IMPORTANT INFORMATION

This Prospectus should be read in its entirety before making any application for Shares. If you are in any doubt about the contents of this Prospectus you should consult your financial or other professional adviser.

Shares are offered on the basis of the information contained in this Prospectus and the documents referred to therein.

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, switching or redemption of Shares other than those contained in this Prospectus and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the SICAV or the Registrar and Transfer Agent. Neither the delivery of this Prospectus nor the offer, placement, subscription or issue of any of the Shares shall under any circumstances create any implication or constitute a representation that the information given in this Prospectus is correct as of any time subsequent to the date hereof.

The distribution of this Prospectus and supplementary documentation and the offering of Shares may be restricted in certain countries. Investors wishing to apply for Shares should inform themselves as to the requirements within their own country for transactions in Shares, any applicable exchange control regulations and the tax consequences of any transaction in Shares.

This Prospectus does not constitute an offer or solicitation by anyone in any country in which such offer or solicitation is not lawful or authorised, or to any person to whom it is unlawful to make such offer or solicitation.

Investors should note that not all the protections provided under their relevant regulatory regime may apply and there may be no right to compensation under such regulatory regime, if such scheme exists.

The Registrar and Transfer Agent shall not divulge any confidential information concerning the Investor unless required to do so by law or regulation. The Investor agrees that personal details contained in the application form and arising from the business relationship with the Registrar and Transfer Agent may be stored, modified or used in any other way by the Registrar and Transfer Agent for the purpose of administering and developing the business relationship with the Investor. To this end data may be transmitted to companies being appointed by the Registrar and Transfer Agent to support the business relationship (e.g. external processing centres, despatch or paying agents).

The distribution of this Prospectus in certain countries may require that this Prospectus be translated into the languages specified by the regulatory authorities of those countries. Should any inconsistency arise between the translated and the English version of this Prospectus, the English version shall always prevail.

The Registrar and Transfer Agent may use telephone recording procedures to record any conversation. Investors are deemed to consent to the tape-recording of conversations with the Registrar and Transfer Agent and to the use of such tape recordings by the Registrar and Transfer Agent and/or the SICAV in legal proceedings or otherwise at their discretion.

**The price of Shares in the SICAV and the income from them may go down as well as up and an Investor may not get back the amount invested.**

### **Restrictions applying to US Investors**

The SICAV has not been and will not be registered under the United States Investment Company Act of 1940 as amended (the “Investment Company Act”). The Shares of the SICAV have not been and will not be registered under the United States Securities Act of 1933 as amended (the “Securities Act”) or under the securities laws of any state of the United States of America and such Shares may be offered, sold or otherwise transferred only in compliance with the 1933 Act and such state or other securities laws. The Shares of the SICAV may not be offered or sold within the United States or to or for the account of any US Person as defined in Rule 902 of Regulation S under the Securities Act.

Rule 902 of Regulation S under the Securities Act defines US Person to include inter alia any natural person resident of the United States and with regards to DFs other than individuals, (i) a corporation or partnership organized or incorporated under the laws of the US or any state thereof; (ii) a trust: (a) of which any trustee is a US Person except if such trustee is a professional fiduciary and a co-trustee who is not a US Person has sole or shared investment discretion with regard to trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person or (b) where court is able to exercise primary jurisdiction over the trust and one or more US fiduciaries have the authority to control all substantial decisions of the trust and (iii) an estate (a) which is subject to US tax on its worldwide income from all sources; or (b) for which any US Person is executor or administrator except if an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with regard to the assets of the estate and the estate is governed by foreign law.

The term “US Person” also means any entity organized principally for passive investment (such as a commodity pool, investment company or other similar entity) that was formed: (a) for the purpose of facilitating investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations promulgated by the United States Commodity Futures Trading Commission by virtue of its participants being non-US Persons or (b) by US Persons principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, unless it is formed and owned by “accredited investors” (as defined in Rule 501 (a) under the Securities Act of 1933) who are not natural persons, estates or trusts.

“United States” means the United States of America (including the States and the District of Columbia), its territories, its possessions and any other areas subject to its jurisdiction.

If you are in any doubt as to your status, you should consult your financial or other professional adviser.

### **Benchmark Regulation**

In accordance with the provisions of the EU Regulation 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the **Benchmark Regulation**), supervised entities may use benchmarks in the EU if the benchmark is provided by an administrator which is included in the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the Benchmark Regulation (the

**Register**). Benchmark administrators located in the EU whose indices are used by the SICAV are inscribed in the Register. Benchmark administrators located in a third country whose indices are used by the SICAV benefit from the transitional arrangements afforded under the Benchmark Regulation and accordingly may not appear on the Register. Benchmark administrators whose indices are used by the SICAV are detailed in the description of the Sub-funds.

The Management Company maintains a written plan setting out the actions that will be taken in the event that an index materially changes or ceases to be provided. The written plan is available upon request and free of charge at the registered office of the Management Company.

## **SFDR**

SFDR which is part of a broader legislative package under the European Commission's Sustainable Action Plan, will come into effect on 10 March 2021. To meet the SFDR disclosure requirements, the Management Company identifies and analyses Sustainability Risk as part of its risk management process. The Investment Manager believes that the integration of this risk analysis could help to enhance long-term risk adjusted returns for Investors, in accordance with the investment objectives and policies of the Sub-Fund. Where Sustainability Risks occur for assets of a specific Sub-Fund, there will be a negative impact on such Sub-Fund that may result in a negative impact on the returns for the investors of such Sub-Fund. The Management Company therefore requires the Investment Manager to integrate Sustainability Risks in its investment process.

Unless otherwise set out in the relevant appendix I-B, Sustainability Risks may not be considered by the Investment Manager to be relevant because Sustainability Risks are not (a) systematically integrated by the Investment Manager in the investment decisions of the relevant Sub-Funds; and/or (b) a core part of the investment strategy of the Sub-Funds, due to the nature of the investment objectives of the Sub-Funds. However it cannot be excluded that among other counterparties or sectors in which such Sub-Funds will invest may have bigger exposure to such Sustainability Risks than others. An ESG event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of a Sub-Fund's investment. Sustainability Risks can either represent a risk of their own or have an impact on other risks and may contribute significantly to risks, such as market risks, operational risks, liquidity risks or counterparty risks. Assessment of Sustainability Risks is complex and may be based on ESG data which is difficult to obtain and incomplete, estimated, out of date or otherwise materially inaccurate. Even when identified, there can be no guarantee that these data will be correctly assessed. Consequent impacts to the occurrence of Sustainability Risks can be many and varied according to a specific risk, region or asset class.

Unless otherwise provided for a specific Sub-Fund in the relevant appendix I-B, the Sub-Funds do not promote environmental or social characteristics, and do not have as objective sustainable investments (as provided by Articles 8 or 9 of SFDR). The Sub-Funds which do not promote environmental or social characteristics nor have as objective sustainable investments (as provided by Articles 8 or 9 of SFDR) will remain subject to Sustainability Risks.

For the purposes of Article 7(2) of SFDR, the Management Company confirms in relation to the Company and each Sub-Fund that it does not consider the adverse impacts of investment decisions on sustainability factors at the present time. **Sustainability factors** are defined by SFDR as environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

The main reasons for which the Management Company is currently not considering adverse impacts is the absence of sufficient data and data of a sufficient quality to allow the Management Company to define material metrics for disclosure.

The Management Company intends to monitor the industry position closely and to update its approach in due course as the industry position evolves and further regulatory guidance is made available. Pictet Group, of which the Management Company is an integral part, has committed to comply with the provisions of a number of international and Swiss codes for responsible investment. In addition, as outlined in the Group's Sustainability & Responsible ambitions 2025, it is Pictet's intention to not only consider, but mitigate where possible, material adverse impacts of investments and operations. The Management Company expects to consider the adverse impacts of investment decisions on sustainability factors by the end of 2022.

### **Disclosure of identity**

The SICAV, the Management Company, the Investment Manager, the Administrative Agent or the Depositary may be required by law, regulation or government authority or where it is in the best interests of the SICAV to disclose information in respect of the identity of Investors.

The SICAV is required under Luxembourg law to (i) obtain and hold accurate and up-to-date information (i.e. full names, nationality/ies, date and place of birth, address and country of residence, national identification number, nature and extent of the interest in the SICAV) about its beneficial owners (as such term is defined under the Luxembourg act of 12 November 2004 relating to the fight against money-laundering, as amended) and relevant supporting evidence and (ii) file such information and supporting evidence with the Luxembourg Register of beneficial owners (the **RBO**) in accordance with the Luxembourg act of 13 January 2019 creating a Register of beneficial owners (the **RBO Act 2019**).

The attention of Investors is drawn to the fact that the information contained in the RBO (save for the national identification number and address of the beneficial owner) is available to the public as from 1 September 2019, unless a limited access exemption is applied for and granted. Luxembourg national authorities and professionals (as referred to in the Luxembourg act of 12 November 2004 relating to the fight against money-laundering, as amended) may request that the SICAV gives them access to the information on the beneficial owner(s) of the SICAV (as well as its legal owners). Investors, their direct or indirect (share)holders who are natural persons, the natural person(s) who directly or indirectly control(s) the SICAV, the natural person(s) on whose behalf Investors may act, may qualify as beneficial owner(s), and beneficial ownership may evolve or change from time to time in light of the factual or legal circumstances. Beneficial owners are under a statutory obligation to provide to the SICAV all relevant information about them as referred to above. Non-compliance with this obligation may expose beneficial owners to criminal sanctions.

Each Investor, by subscribing to Shares, accepts and agrees that the SICAV and any service provider cannot incur any liability for any disclosure about a beneficial owner made in good faith to comply with Luxembourg law.

Each Investor, by subscribing to Shares, accepts and agrees to promptly provide upon request the SICAV with all information, documents and evidence that the SICAV may require to satisfy its obligations under any applicable laws and in particular the RBO Act.

### **Data Protection**

Investors or individuals related to potential investors are hereby informed that the Annex I to the Prospectus headed “Privacy Notice” (the “Privacy Notice”) applies to the processing of their personal data by the SICAV. If Investors share personal data on individuals relating to such Investors with the SICAV, Investors must ensure that they have provided a fair processing notice informing the data subjects of the SICAV’s processing of such personal data as described in the Privacy Notice, including notifying data subjects of any updates to the Privacy Notice. Where required, Investors must obtain the necessary consent from data subjects to the processing of personal data as described in the Privacy Notice. Investors who share personal data relating to such Investors with the SICAV shall indemnify and hold the SICAV harmless for any and against all direct and indirect damages and financial consequences arising from any breach of these warranties.

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## MANAGEMENT AND ADMINISTRATION

**Registered Office of the SICAV:** 15, avenue J.F. Kennedy  
L-1855 Luxembourg

### **Board of Directors of the SICAV:**

**Chairman** Mr. Alessandro Gulino  
Chief Information Officer  
Weisshorn Asset Management S.A.  
7, Rue des Alpes, Case postale 1800  
CH-1211 Genève 1

**Directors:** Mr. Marc De Leye  
Independent Management Consultant  
19, rue de Bitbourg  
L-1273 Luxembourg

Mr. Franz Bondy  
Independent Director  
9, place Roschten  
L-7456 Lintgen

**Management Company:** FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

### **Board of Directors of the Management Company:**

Mr Marc Briol  
CEO Pictet Asset Services  
Banque Pictet & Cie S.A., Geneva  
60, route des Acacias, CH-1211 Genève 73,  
Switzerland

Mr Dorian Jacob, Managing Director  
Chief Executive Officer,  
FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy, L-1855 Luxembourg,  
Grand Duchy of Luxembourg

Mr Geoffroy Linard De Guertechin, Independent  
Director  
15, avenue J.F. Kennedy, L-1855 Luxembourg,  
Grand Duchy of Luxembourg

### **Conducting officers of the Management Company:**

Mr. Dorian Jacob

*Chief Executive Officer*  
FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

Mr. Abdelali Khokha  
*Conducting Officer in charge of Risk Management,  
Conducting Officer in charge of Compliance*  
FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

Mr. Pierre Bertrand  
*Conducting Officer in charge of Fund  
Administration of Classic Funds and Valuation*  
FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

Mr. Frédéric Bock,  
*Conducting Officer in charge of Fund  
Administration of Alternative Funds*  
FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

**Investment Manager:**

Weisshorn Asset Management S.A.  
7, Rue des Alpes, Case postale 1800  
CH-1211 Genève 1

**Depository:**

Pictet & Cie (Europe) S.A.  
15A, avenue J.F. Kennedy  
L-1855 Luxembourg

**Central administration:**

FundPartner Solutions (Europe) S.A.  
15, avenue J.F. Kennedy  
L-1855 Luxembourg

**Auditors:**

Ernst & Young S.A.  
35E, avenue J.F. Kennedy  
L-1855 Luxembourg

**Legal adviser:**

Allen & Overy, *société en commandite simple*  
5, avenue J.F. Kennedy  
L-1855 Luxembourg

## DEFINITIONS

“Accumulation Share”	a Share which accumulates the income arising in respect of a Share so that it is reflected in the price of that Share
“Administrative Agent”	FundPartner Solutions (Europe) S.A.
“Ancillary”	when this term is employed to define the investment policy of a Sub-Fund, it refers to up to 49% of the net assets of the Sub-Fund in question
“Articles”	the articles of association of the SICAV as amended from time to time
“Auditor”	the auditors of the SICAV, namely Ernst & Young S.A.
“Benchmark Regulation”	EU Regulation 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.
“Board of Directors”	the board of directors of the SICAV
“Business Day”	everyday on which banks are normally open for business in Luxembourg, or such other day as the Board of Directors may decide from time to time
“Class”	a class of Shares with a specific fee structure, currency of denomination or other specific feature
“CSSF”	the Luxembourg supervisory authority of the financial sector, the <i>Commission de Surveillance du Secteur Financier</i>
“Depositary”	Pictet & Cie (Europe) S.A. acting as depositary of the SICAV
“Depositary Agreement”	the agreement between the SICAV and Pictet & Cie (Europe) S.A. acting as depositary, as amended, supplemented or otherwise modified from time to time
“Distribution Share”	a Share which distributes its income
“ESG”	means environmental, social and governance

“ESMA”	European Securities and Markets Authority
“Grand-Ducal Regulation”	Means the Grand-Ducal regulation of 8 February 2008 relating to certain definitions of the amended law of 20 December 2002 on undertakings for collective investment and implementing Commission Directive 2007/16/EC of 19 March 2007 implementing Council Directive 85/611/EEC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) as regards the clarification of certain definitions
“Investor”	a subscriber for Shares
“Investment Manager”	Weisshorn Asset Management S.A.
“Law of 2010”	the Luxembourg law of 17 December 2010 relating on undertakings for collective investment, as amended
“Luxembourg Official Gazette”	the <i>Recueil Electronique des Sociétés et Associations</i> (“RESA“)
“Management Company”	FundPartner Solutions (Europe) S.A.
“Member State”	a member state of the European Union
“Money Market Instruments”	instruments normally dealt in on the money market which are liquid, and have a value which can be accurately determined at any time
“Net Asset Value per Share”	the value per Share of any Class determined in accordance with the relevant provisions described under the heading “Calculation of Net Asset Value” as set out in the Prospectus
“Other Regulated Market”	a market which is regulated, operates regularly and is recognised and open to the public, namely a market (i) that meets the following cumulative criteria: liquidity; multilateral order matching (general matching of bid and ask prices in order to establish a single price); transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed in current conditions); (ii) on which the securities are dealt in at a certain fixed frequency, (iii) which is recognised by a state or

	a public authority which has been delegated by that state or by another entity which is recognised by that state or by that public authority such as a professional association and (iv) on which the securities dealt in are accessible to the public
“Other State”	any State of Europe which is not a Member State and any State of America, Africa, Asia, Australia and Oceania and, as appropriate, of the OECD (“Organisation for Economic Cooperation and Development”)
“Prospectus”	the present prospectus, as may be amended from time to time
“Registrar and Transfer Agent”	FundPartner Solutions (Europe) S.A. under its general appointment as Administrative Agent of the SICAV
“Regulated Market”	a regulated market as defined by Directive 2014/65/EU (“Directive 2014/65/EU”), namely a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with Title III of Directive 2014/65/EU
“Repurchase Transaction”	a transaction governed by an agreement by which a counterparty transfers securities or guaranteed rights relating to title to securities where that guarantee is issued by a recognised exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a Repurchase Transaction agreement for the counterparty selling the securities and a reverse Repurchase Transaction agreement for the counterparty buying them

“SFDR”	means Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector
“SFTR”	Regulation (EU) 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 Regulation (EU) No 648/2012
“Securities Financing Transaction” or “SFT”	(i) a Repurchase Transaction; or (ii) Securities Lending and Securities Borrowing; as defined under the SFTR
“Securities Lending” or “Securities Borrowing”	a transaction by which a counterparty transfers subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to which they are transferred
“Share”	a Share(s) of no par value in any one class in the capital of the SICAV
“Shareholder”	a holder of Share(s)
“SICAV”	Weisshorn Funds UCITS
“Sub-Fund”	a specific portfolio of assets and liabilities within the SICAV having its own net asset value and represented by a separate Class or Classes of Shares
“Sustainability Risk”	an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-fund
“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, and amending Regulation (EU) 2019/2088

“TRS”	total return swap, i.e., a derivative contract as defined in point (7) of Article 2 of Regulation (EU) No 648/2012 in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty
“UCI”	<p>an undertaking for collective investment within the meaning of the first and second indent of article 1, paragraph 2, points a) and b) of the UCITS Directive, whether situated in a Member State or not, provided that:</p> <ul style="list-style-type: none"> <li>• such UCI is authorised under laws which provide that it is subject to supervision that is considered by the CSSF to be equivalent to that laid down in EU law, and that cooperation between authorities is sufficiently ensured;</li> <li>• the level of guaranteed protection for unitholders in such UCI is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of the UCITS Directive;</li> <li>• the business of such UCI is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.</li> </ul>
“UCITS”	an undertaking for collective investment in transferable securities authorised according to Article 1(2) Council Directive 2009/65/CE of 13 July 2009
“UCITS-CDR”	the Commission Delegated Regulation of 17 December 2015 supplementing Directive 2009/65/EC with regard to obligations of depositaries
“UCITS Directive”	the Council Directive 2009/65/CE of 13 July 2009
“Valuation Day (pricing day)”	each Business Day of which the SICAV’s assets will be priced (usually market closure prices)

All references herein to time are to Luxembourg time unless otherwise indicated.  
Words importing the singular shall, where the context permits, include the plural and vice versa.



## **LEGAL STATUS**

WEISSHORN FUNDS UCITS (the “SICAV”) is an open-ended investment company of the umbrella type organised as a “société anonyme” under the laws of the Grand Duchy of Luxembourg and qualifies as a Société d’Investissement à Capital Variable (“SICAV”) under Part I of the Luxembourg law of 17 December 2010 governing undertakings of collective investment transposing the provisions of the EU Directive 2009/65/CE of 13 July 2009 and its implementing directive (the “Law of 2010”), The object of the SICAV is to invest in transferable securities and other eligible assets under the principle of risk spreading in accordance with, and as more fully described in, its Articles and the Prospectus. The SICAV has appointed FundPartner Solutions (Europe) S.A. as its management company.

The SICAV was incorporated for an indefinite period on 13 September 2012, with an initial capital of EUR 31,000 under the name “W&P Optimum Portfolio Fund”. Its articles of incorporation, amended as of last on 25 July 2017 in order to reflect the name change into “WEISSHORN FUNDS UCITS”, were published in the Luxembourg Official Gazette on 25 August 2017.

The SICAV is registered with the Trade and Companies Register of Luxembourg under the number B 171404.

The SICAV's capital shall at all times be equal to the value of its total net assets. The minimum capital required by law is EUR 1,250,000, achieved within 6 months as of launch.

## **OBJECTIVES AND STRUCTURE**

The exclusive objective of the SICAV is to place the funds available to it in transferable securities and other permitted assets of any kind with the purpose of spreading investment risks and affording its Shareholders the results of the management of its portfolios, by offering them access to a selection of markets and a variety of investment techniques via a range of Sub-Funds catering for many different investment objectives.

The specific investment objective and policy of each Sub-Fund is described in Appendix I.

The investments of each Sub-Fund shall at any time comply with the restrictions set out herein, and Investors should, prior to any investment being made, take due account of the risks of investments set out herein. Save aforesaid restrictions, the selection of securities and other authorised assets that make up the portfolio of the various Sub-Funds will not be limited as regards geographical area or economic consideration, nor as regards the type of investment of assets.

As at the time of issue of this Prospectus, the Shares are not listed on the Luxembourg Stock Exchange. However, the Board of Directors may decide to make an application to list the Shares on the Luxembourg or any other recognised stock exchange.

A list of those Sub-Funds in existence at the time of this Prospectus, together with a description of their investment objective and policy and main features, is attached as Appendix I to this Prospectus. This list forms an integral part of this Prospectus. The Board of Directors may decide to create one or several additional Sub-Funds at any time. Upon creation of such a Sub-Fund, the list contained in the present Prospectus will be updated accordingly.

## **ORGANISATION OF MANAGEMENT AND ADMINISTRATION**

The Board of Directors is responsible for managing the SICAV, monitoring its operations as well as specifying and implementing the investment policy of the SICAV and of the different Sub-Funds.

### ***Management Company***

The Board of Directors has appointed FundPartner Solutions (Europe) S.A. to serve as its designated management company within the meaning of the Law of 2010 and pursuant to a Management Company Services Agreement.

The Management Company will provide, subject to the overall control of the Board of Directors, and without limitation: (i) domiciliation services, (ii) asset management services; (iii) central administration, registrar and transfer agency services; and (iv) distribution services to the SICAV. The rights and duties of the Management Company are further set out in articles 101 et seq. of the Law of 2010.

The Management Company must at all time act honestly and fairly in conducting its activities in the best interests of the Shareholders, and in conformity with the Law of 2010, this Prospectus, the Articles and the CSSF Circular 18/698.

The Management Company was incorporated as a public limited liability company (*société anonyme*) on 17 July 2008, and its articles were published in the Memorial, the Luxembourg *Recueil Spécial des Sociétés et Associations* and amended on 21 January 2010. The Management Company is registered with the registry of trade and companies of Luxembourg under number B 140653. The Management Company is approved under chapter 15 of the Law of 2010 by the CSSF. The subscribed capital of the Management Company is Swiss Francs 6,250,000 and is fully paid up.

The Management Company is vested with the day-to-day management and administration of the SICAV. In fulfilling its duties pursuant to the Law of 2010, and the Management Company Services Agreement, the Management Company is authorised, for the purposes of the efficient conduct of its business, to delegate, under its responsibility and control, and with the prior consent of the SICAV, and subject to the approval of the CSSF, part, or all of its functions and duties to any third party, which, having regard to the nature of the functions, and duties to be delegated, must be qualified and capable of undertaking the duties in question.

The Management Company will require any such agent to which the Management Company intends to delegate its duties to comply with the provisions of the Prospectus, the Articles, and the relevant provisions of the Management Company Services Agreement, as well as the Law of 2010.

In relation to any delegated duty, the Management Company shall implement appropriate control mechanisms, and procedures, including risk management controls, and regular reporting processes in order to ensure the effective supervision of the third parties to whom functions, and duties have been delegated, and that the services provided by such third party service providers are in compliance with the Articles, this Prospectus and the agreements entered into with the relevant third party service providers, as well as the Law of 2010.

The Management Company shall be careful, and diligent in the selection, and monitoring of the third parties to whom functions, and duties may be delegated, and ensure that the relevant third parties have sufficient experience, and knowledge, as well as the necessary authorisation required to carry out the functions delegated to such third parties.

The following functions have been delegated by the Management Company to third parties:

- investment management of the Sub-Funds; and
- marketing and distribution.

The Management Company has established and applies a remuneration policy and practices that are consistent with, and promote, sound and effective risk management and that neither encourage risk taking which is inconsistent with the risk profiles, rules, this Prospectus or the Articles nor impair compliance with the Management Company's obligation to act in the best interest of the SICAV (the "Remuneration Policy").

The Remuneration Policy includes fixed and variable components of salaries and applies to those categories of staff, including senior management, risk takers, control functions and any employee receiving total remuneration that falls within the remuneration bracket of senior management and risk takers whose professional activities have a material impact on the risk profiles of the Management Company, the SICAV or the Sub-Funds.

The Remuneration Policy is in line with the business strategy, objectives, values and interests of the Management Company, the SICAV and the Shareholders and includes measures to avoid conflicts of interest.

In particular, the Remuneration Policy will ensure that:

- a) the staff engaged in control functions are compensated in accordance with the achievement of the objectives linked to their functions, independently of the performance of the business areas that they control;
- b) the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the SICAV in order to ensure that the assessment process is based on the longer-term performance of the SICAV and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;
- c) the fixed and variable components of total remuneration are appropriately balanced and the fixed component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component;
- d) the measurement of performance used to calculate variable remuneration components or pools of variable remuneration components includes a comprehensive adjustment mechanism to integrate all relevant types of current and future risks;
- e) if at any point of time, the management of the SICAV were to account for 50 % or more of the total portfolio managed by the Management Company, at least 50 %, of any variable remuneration component will have to consist of Shares, equivalent ownership interests, or share-linked instruments or equivalent non-cash instruments with equally effective incentives as any of the instruments referred to in this item (e); and
- f) a substantial portion, and in any event at least 40 %, of the variable remuneration component, is deferred over a period which is appropriate in view of the holding period recommended to the Shareholders and is correctly aligned with the nature of the risks of the SICAV.

Details of the Remuneration Policy, including the persons in charge of determining the fixed and variable remunerations of the staff, a description of the key remuneration elements and an overview of how remuneration is determined, is available on the website [www.group.pictet/fps](http://www.group.pictet/fps). A paper copy of the summarised Remuneration Policy is available free of charge to the Shareholders upon request.

The Management Company Services Agreement has been entered into for an undetermined period of time, and may be terminated, in particular, by either party upon serving to the other a written notice at least 3 (three) months prior to the termination.

### ***The Investment Manager***

In order to implement the investment policies of each Sub-Fund, the Management Company has delegated, under its permanent supervision and responsibility, to Weisshorn Asset Management S.A. the management of the assets of each Sub-Fund.

Pursuant to the investment management agreement entered into between the SICAV, the Management Company and the Investment Manager (the "Investment Management Agreement"), the Investment Manager shall provide the Management Company with reports in connection with the management of the assets of the relevant Sub-Funds. Under the terms of the Investment Management Agreement, the Investment Manager has discretion, on a day-to-day basis, and subject to the overall control, and ultimate responsibility of the Management Company to purchase, and sell securities, and other eligible financial assets and otherwise to manage the relevant Sub-Funds' portfolios.

The Investment Manager, in the execution of its duties, and the exercise of its powers, shall be responsible for the Sub-Funds' compliance with the investment, objective policy and restrictions of each Sub-Fund.

The Investment Manager may subject to the written approval of the Board of Directors, the Management Company and of the CSSF delegate its powers, in which case the Prospectus will be updated or supplemented accordingly. The Investment Manager shall remain responsible for the proper performance by such party to whom powers have been delegated of those duties so delegated. Furthermore, the Investment Manager may avail itself of the assistance of one or several investment advisors.

The Investment Management Agreement further provides that, neither the Investment Manager, nor its directors, Shareholders, officers, employees, and affiliates (each an "Indemnified Party") shall be liable for any loss arising from errors of fact, or judgment, or any action taken (or omitted to be taken) by the Investment Manager howsoever, except those resulting from the wilful default, fraud, or negligence of the Investment Manager or its employees. The SICAV has agreed to indemnify each Indemnified Party from, and against any, and all losses, liabilities, damages, expenses, or suits suffered, or asserted against such Indemnified Party, except those resulting from such Indemnified Party's wilful default, fraud or negligence.

The Investment Management Agreement will continue, and remain in force, unless, and until terminated by the SICAV or the Management Company, or the Investment Manager giving to the others at least 90 (ninety) calendar days' prior written notice, although in certain circumstances the Investment Management Agreement may be terminated forthwith by notice in writing by any party to the others. The foregoing does not preclude the possibility for the Management Company to terminate the Investment Management Agreement without prior notice and with immediate effect as provided for by article 110 (1) (g) of the Law of 2010.

The Investment Management Agreement is governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

The remuneration of the Investment Manager is paid out of the assets of the SICAV.

### ***Depositary***

Under the terms of an agreement signed on 23 October 2012, Pictet & Cie (Europe) S.A. has been appointed for an indefinite period to act as the depositary of the SICAV's assets. The Depositary Agreement may be terminated by either party by 90 days' written notice.

Pictet & Cie (Europe) S.A. was incorporated as a *société anonyme* under Luxembourg law on 3 November 1989 for an indefinite period. Its fully paid-up capital, as at the date of this Prospectus, amounts to Swiss francs 70,000,000.

The Depositary will assume its functions and responsibilities in accordance with applicable Luxembourg law and regulations and the Depositary Agreement. With respect to its duties under the Law of 2010, the Depositary will ensure the safekeeping of the SICAV's assets. The Depositary has also to ensure that the SICAV's cash flows are properly monitored in accordance with the Law of 2010.

In addition, the Depositary will:

- a) ensure that the sale, issue, repurchase, redemption and cancellation of the Shares are carried out in accordance with Luxembourg law and the Articles;
- b) ensure that the value of the Shares is calculated in accordance with Luxembourg law and the Articles;
- c) carry out the instructions of the SICAV and the Management Company, unless they conflict with Luxembourg law or the Articles;
- d) ensure that in transactions involving the SICAV's assets any consideration is remitted to the SICAV within the usual time limits; and
- e) ensure that the SICAV's incomes are applied in accordance with Luxembourg law and the Articles.

The Depositary may delegate its safekeeping duties with respect to the SICAV's financial instruments held in custody or any other assets (except for the cash) in accordance with the UCITS Directive, the UCITS-CDR and applicable law.

An up-to-date list of the delegates (and sub-delegates) of the Depositary is available on the website [http://www.pictet.com/corporate/fr/home/asset\\_services/custody\\_services/sub-custodians.html](http://www.pictet.com/corporate/fr/home/asset_services/custody_services/sub-custodians.html).

A paper copy of the list of the delegates (and sub-delegates) of the Depositary is available free of charge to the Shareholders upon request.

The Depositary will be liable to the SICAV or to the Shareholders for the loss of the SICAV's financial instruments held in custody by the Depositary or its delegates to which it has delegated its custody functions. A loss of a financial instrument held in custody by the Depositary or its delegate will be deemed to have taken place when the conditions of article 18 of the UCITS-CDR are met. The liability of the Depositary for losses other than the loss of the SICAV's financial instruments held in custody will be incurred pursuant to the provisions of the Depositary Agreement.

In case of loss of the SICAV's financial instruments held in custody by the Depositary or any of its delegates, the Depositary will return financial instruments of identical type or the corresponding amount to the SICAV without undue delay. However, the Depositary's liability will not be triggered if the Depositary can prove that the loss has arisen as a result of an external event beyond its reasonable control or, if the safekeeping of financial instruments held in custody has been delegated, beyond the reasonable control of its delegate, the consequences of which would have been unavoidable despite (i) adopting all precautions incumbent on a diligent depositary as reflected in common industry practice all reasonable efforts to the contrary; and (ii) respecting a rigorous and comprehensive due diligence procedure.

In carrying out its functions, the Depositary will act honestly, fairly, professionally, independently and solely in the interest of the SICAV and the Shareholders.

Potential conflicts of interest may nevertheless arise from time to time from the provision by the Depositary and/or its affiliates of other services to the SICAV, the Management Company and/or other parties. For example, the Depositary may act as depositary bank of other funds. It is therefore possible that the Depositary (or any of its affiliates) may in the course of its business have conflicts or potential conflicts of interest with those of the SICAV and/or other funds for which the Depositary (or any of its affiliates) acts.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the SICAV and will treat the SICAV and the other funds for which it acts fairly and such that, so far as is reasonably practicable, any transactions are effected on terms which are not materially less favourable to the SICAV than if the conflict or potential conflict had not existed. Such potential conflicts of interest are identified, managed and monitored in various other ways including, without limitation, the hierarchical and functional separation of the SICAV's functions from its other potentially conflicting tasks and by the Depositary adhering to its own conflicts of interest policy.

Potential conflicts of interest may nevertheless arise from time to time from the provision by the Depositary and/or its affiliates of other services to the SICAV, the Management Company and/or other parties. Depositary's affiliates are also appointed as third-party delegates of the Depositary. Potential conflicts of interest which have been identified between the Depositary and its delegates are mainly fraud (unreported irregularities to the competent authorities to avoid bad reputation), legal recourse risk (reluctance or avoidance to take legal steps against the depositary), selection bias (the choice of the depositary not based on quality and price), insolvency risk (lower standards in asset segregation or attention to the depositary's solvency) or single group exposure risk (intragroup investments).

On the basis of a strict reading of the depositary's regulation, the Depositary has pre-defined all kind of situations which could potentially lead to a conflict of interest and has accordingly carried out a screening exercise on all activities provided to the SICAV either by the Depositary itself or by entities linked to him by a common management or control. Such exercise resulted in the identification and the listing of some potential conflicts of interest however adequately managed. This list of potential conflict of interest is available on the following website:

[https://www.group.pictet/corporate/fr/home/asset\\_services/custody\\_services/sub-custodians.html](https://www.group.pictet/corporate/fr/home/asset_services/custody_services/sub-custodians.html).

On a regular basis, the Depositary monitors that list by re-assessing those services and delegations to and from affiliates from which conflicts of interest may arise.

Where a conflict or potential conflict of interest arises, the Depositary will have regard to its obligations to the SICAV and will treat the SICAV and the other funds for which it acts fairly and such that, so far as is reasonably practicable, any transactions are effected on terms which are not materially less favourable to the SICAV than if the conflict or potential conflict had not existed. Such potential conflicts of interest are identified, managed and monitored in various other ways including, without limitation, the hierarchical and functional separation of the SICAV's functions from its other potentially conflicting tasks and by the Depositary adhering to its own conflicts of interest policy.

Details of the conflict of interest policy of the Depositary are available on the website [https://www.group.pictet/corporate/fr/home/asset\\_services/custody\\_services/sub-custodians.html](https://www.group.pictet/corporate/fr/home/asset_services/custody_services/sub-custodians.html).

A paper copy of the summarised conflict of interest policy of the Depositary is available free of charge to the Shareholders upon request.

Under no circumstances will the Depositary be liable to the SICAV, the Management Company or any other person for indirect or consequential damages and the Depositary will not in any event be liable for the following direct losses: loss of profits, loss of contracts, loss of goodwill, whether or not foreseeable, even if the Depositary has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

The Depositary is not involved, directly or indirectly, with the business affairs, organisation, sponsorship or management of the SICAV and is not responsible for the preparation of this document and accepts no responsibility for any information contained in this document other than the above description. The Depositary will not have any investment decision-making role in relation to the SICAV. Decisions in respect of the purchase and sale of assets for the SICAV, the selection of investment professionals and the negotiation of commission rates are made by the SICAV and/or the Management Company and/or their delegates. Shareholders may ask to review the Depositary Agreement at the registered office of the SICAV should they wish to obtain additional information as regards the precise contractual obligations and limitations of liability of the Depositary.

The Depositary or the SICAV may, at any time, by giving at least 90 days' written notice to the other party, terminate the Depositary Agreement, it being understood that any decision by the SICAV to end the Depositary Agreement is subject to the condition that another depositary bank take on the functions and responsibilities of the Depositary within two months, provided, furthermore, that if the SICAV terminates the Depositary Agreement, the Depositary shall continue to assume the functions of depositary until such time as the Depositary has been dispossessed of all the SICAV's assets that it held or had arranged to be held on behalf of the SICAV. Should the Depositary revoke the Depositary Agreement, the SICAV shall be required to appoint a new depositary to take on the functions and responsibilities of the Depositary as defined in the Articles within two month, it being understood that, from the date when the notice of termination expires until such time as a new depositary is appointed by the SICAV, the Depositary will only be obligated to undertake all necessary measures to ensure that the Shareholders' best interests are safeguarded.

The Depositary is entitled to a fee calculated on the net assets of the SICAV and payable on a quarterly basis, as further detailed under the Section "SICAV Expenses". The fees paid to the Depositary will be shown in the SICAV's financial statements.

### ***Central Administration***

The Management Company is carrying out the functions of central administration of the SICAV.

Pursuant to the Management Company Services Agreement, FundPartner Solutions (Europe) S.A. provides the SICAV with the services of transfer agent, administrative agent, paying agent and domiciliary agent.

As keeper of the register and transfer agent, FundPartner Solutions (Europe) S.A. is primarily responsible for ensuring the issue, conversion and redemption of shares and maintaining the register of Shareholders of the SICAV.

As administrative agent and paying agent, FundPartner Solutions (Europe) S.A. is responsible for calculating and publishing the net asset value of the shares of each Sub-Fund pursuant to the Law of 2010 and the Articles and for performing administrative and accounting services for the SICAV as necessary.

As domiciliary agent, FundPartner Solutions (Europe) S.A. is primarily responsible for receiving and keeping safely any and all notices, correspondence, telephonic advice or other representations and communications received for the account of the SICAV, as well as for providing such other facilities as may from time to time be necessary in the course of the day to-day administration of the SICAV.

### ***Statutory Auditors***

The auditing has been entrusted to Ernst & Young S.A. 35E, avenue J.F. Kennedy, L-1855 Luxembourg.

## **RIGHTS OF THE SHAREHOLDERS**

### ***Shares***

The Shares in each Sub-Fund are only issued in registered form, with no par value and fully paid-up. Shares may be issued in fractions up to five decimal places. All owners of Shares will have their names entered into the Shareholders' register which will be held at the SICAV's registered office. No certificates will be issued and Shareholders will only receive a confirmation that their names have been recorded in the Shareholders' register. Shares may also be held and transferred through accounts maintained with clearing systems.

Shares repurchased by the SICAV shall be cancelled.

All Shares are freely transferable and have an equal entitlement to any profits, proceeds of liquidation and dividends relating to the Sub-Fund and Share Class to which they pertain. The Shares carry no preferential and pre-emptive rights.

Each Share gives right to one vote. Fractions of Shares do not, however, possess voting rights. In the case of a joint holding, only the first named Shareholder may vote.



Shareholders will only receive confirmation that their names have been recorded in the Shareholders' Register.

The Board of Directors may impose or relax restrictions on any Shares and, if necessary, require redemption of Shares to ensure that Shares are neither acquired nor held by or on behalf of any person in breach of the law or requirements of any country or government or regulatory authority or which might have adverse taxation or other pecuniary consequences for the SICAV, including a requirement to register under the laws and regulations of any country or authority. The Board of Directors may in this connection require a Shareholder to provide such information as it may consider necessary to establish whether a Shareholder is the beneficial owner of the Shares which he/she holds.

If it shall come to the Board of Directors' attention at any time that Shares are beneficially owned by a United States Person, the SICAV will have the right to compulsorily redeem such Shares.

The transfer of registered Shares may be effected by delivery to the Registrar and Transfer Agent of a duly signed stock transfer form in appropriate form together with, if issued, the relevant shareholding confirmation to be cancelled.

### ***Sub-Funds and Classes of Shares***

Appendix I to the Prospectus lists the Sub-Fund(s) already in existence at the time of issue of this Prospectus, the Shares of which are offered to subscription and the relevant Classes of Shares available therein (if any).

The Board of Directors may at any time resolve to set up new Sub-Funds and/or create within each Sub-Fund one or more classes of Shares and this Prospectus will be updated accordingly. The Board of Directors may also at any time resolve to close a Sub-Fund, or one or more classes of Shares within a Sub-Fund to further subscriptions.

The Board of Directors may decide to create within each Sub-Fund different Classes of Shares whose assets will be commonly invested pursuant to the specific investment policy of the relevant Sub-Fund, but where a specific fee structure, currency of denomination or other specific feature may apply to each Class. A separate Net Asset Value per Share, which may differ as a consequence of these variable factors, will be calculated for each Class.

Shares may be issued as Accumulation or Distribution Shares at the Board of Directors' discretion. Investors may enquire at the Registrar and Transfer Agent or their Distributor which type of Shares are available within each Class and Sub-Fund.

### ***Principle of Solidarity and Severability***

The subscription price for Shares in each Class is invested in the assets of the relevant Sub-Fund. In principle, all assets and liabilities related to a specific Sub-Fund are allocated to that Sub-Fund. To the extent that costs and expenses are not attributable to a specific Sub-Fund, they shall be shared out proportionally among the various Sub-Funds according to their net asset values or, if circumstances warrant it, allocated on an equal basis to each Sub-Fund.

The SICAV 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.

### ***General Meetings of Shareholders***

The annual general meeting of Shareholders shall be held each year at the SICAV's registered office or at any other location in Luxembourg which will be specified in the convening notice to the meeting.

The annual general meeting of Shareholders shall be held each year on the fourth Tuesday of March at 15.00 hours (Luxembourg time) at the registered office or, if this happens to be a bank holiday in Luxembourg, on the next following Business Day.

Convening notices shall be sent to all registered Shareholders at least 8 days prior to the annual general meeting. These notices shall include details of the time and place of the meeting, the agenda, conditions for admission and requirements concerning the quorum and majority voting rules as laid down by Luxembourg law. Notices shall only be published if legally required or at the Board of Directors' discretion.

The legal requirements as to notice, quorum and voting at all General and Sub-Fund or Class Meetings are included in the Articles. Meetings of Shareholders of any given Sub-Fund or Class shall decide upon matters relating to that Sub-Fund or Class only.

## **SUBSCRIPTION**

Subscriptions for Shares in each Sub-Fund already in operation shall be accepted at the issue price, as defined below under "Issue Price", at the office of the Registrar and Transfer Agent as well as at any other establishments authorized to do so by the SICAV.

### ***How to subscribe***

Investors subscribing for Shares for the first time should open an account with the Registrar and Transfer Agent and, to this end, they must complete a subscription form and send it by fax, followed by post, directly to the Registrar and Transfer Agent, accompanied by all required personal identification documents.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any subscription received by the Registrar and Transfer Agent prior to 12 noon (Luxembourg time) at the latest on the last Business Day before the Valuation Day, the Net Asset Value calculated on the day following the Valuation Day will be applicable.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any subscription arriving at the Registrar and Transfer Agent after the deadline set at 12 noon (Luxembourg time) on the last Business Day before a Valuation Day, the Net Asset Value applicable will be the Net Asset Value as calculated on the following Valuation Day.

Subsequent subscription for Shares does not require completion of a second application form. However, Investors shall provide written instructions as agreed with the Registrar and Transfer Agent to ensure smooth processing of subsequent subscription. Instructions may only be sent by

facsimile transmission or SWIFT, or such other means approved by the Registrar and Transfer Agent.

**Each Investor will be given a personal account number which, along with any relevant transaction number should be quoted on any payment by bank transfer. Any relevant transaction number and the personal account number should be used in all correspondence with the Registrar and Transfer Agent or any distributor.**

**Different subscription procedures may apply if applications for Shares are made through distributors.**

**All applications to subscribe for Shares shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Share for that Valuation Day.**

### *How to pay*

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, the amount for the issue price shall be paid or transferred, in the reference currency of the relevant Sub-Fund, within two Business Days following the relevant Valuation Day into the account of Pictet & Cie (Europe) S.A. or of the distributor, to the order of the SICAV with reference to the Sub-Fund(s) concerned.

Payment should be made by electronic bank transfer net of all bank charges (i.e. at the Investor's expense).

If, on the settlement date, banks are not open for business in the country of the currency of settlement, then settlement will be on the next Business Day on which those banks are open. Failure to make good settlement by the settlement date may result in the SICAV bringing an action against the defaulting Investor or his/her financial intermediary or deducting any costs or losses incurred by the SICAV or Registrar and Transfer Agent against any existing holding of the applicant in the SICAV. In all cases, any confirmation of transaction and any money returnable to the Investor will be held by the Registrar and Transfer Agent without payment of interest pending receipt of the remittance.

Payments in cash will not be accepted.

Payment should normally be made in the currency of the relevant Class of Shares. However, a currency exchange service for subscriptions is provided by the Registrar and Transfer Agent on behalf of, and at the cost and risk of, the Investor. Further information is available on request from the Registrar and Transfer Agent or any of the distributors that may be appointed.

**Different settlement procedures may apply if applications for Shares are made through distributors.**

### *General*

Instructions to subscribe, once given, are irrevocable, except in the case of a suspension or deferral of dealing. The Registrar and Transfer Agent and/or the SICAV in their absolute discretion reserve the right to reject any application in whole or in part. If an application is rejected, any subscription money received will be refunded at the cost and risk of the applicant without interest. Prospective applicants should inform themselves as to the relevant legal, tax and exchange control regulations in force in the countries of their respective citizenship, residence or domicile.

### ***Contribution in Kind***

The Board of Directors may from time to time accept subscriptions for Shares against contribution in kind of securities or other assets which could be acquired by the relevant Sub-Fund pursuant to its investment policy and restrictions. Any such contribution in kind will be made at the Net Asset Value of the assets contributed calculated in accordance with the rules set out in under “Calculation of Net Asset Value” below and will be the subject of the SICAV’s auditor’s report drawn up in accordance with the requirements of Luxembourg laws. This report will be available for inspection at the registered office of the SICAV and any related costs incurred will be borne by the Investor. Should the SICAV not receive good title on the assets, contributed this may result in the SICAV bringing an action against the defaulting Investor or his/her financial intermediary or deducting any costs or losses incurred by the SICAV or the Registrar and Transfer Agent against any existing holding of the applicant in the SICAV.

### ***Anti money laundering procedures***

Pursuant to the Luxembourg laws of 19 February 1973 (as amended), 5 April 1993 (as amended), and 12 November 2004, as amended in relation to the fight against money laundering and against the financing of terrorism, the RBO Act 2019 and to the circular N°12-02 and 13/556 of the CSSF, obligations have been imposed on all professionals of the financial sector to prevent the use of UCIs for money laundering and terrorist financing purposes. Within this context a procedure for the identification of investors has been imposed. Namely, the application form of a prospective investor must be accompanied by any supporting documents recommended or prescribed by applicable rules and regulations allowing the appropriate level of identification of the prospective investor and, as the case may be, its beneficial owners.

Any information provided in this context is collected for anti-money laundering compliance purposes only.

**The absence of documents required for identification purposes will lead to the suspension of a request for subscription and/or redemption.**

### **ISSUE PRICE**

The issue price for Shares in each Sub-Fund is equal to the Net Asset Value of each Share in that Sub-Fund, calculated on the first Valuation Day following the applicable day of subscription.

This price may be increased to include investment fees of up to 2% of the Net Asset Value per Share for the benefit of the Sub-Fund concerned. In all cases, investment fees will apply in an equitable manner to all Shareholders on the same Net Asset Value calculation date.

A sales commission of up to 5% of the Net Asset Value of the Shares may be charged by the professional intermediaries to their clients subscribing for Shares.

This issue price will also be increased to cover any duties, taxes and stamp duties which may have to be paid.

## REDEMPTION OF SHARES

### *Procedure*

Shareholders are entitled at any time to redeem all or part of their Shares at the redemption price as determined under "Redemption Price" below, by addressing an irrevocable application for redemption to the Registrar and Transfer Agent, or other authorized establishments. Instructions to redeem Shares may be communicated directly to the Registrar and Transfer Agent by facsimile transmission or SWIFT or other means approved by the Registrar and Transfer Agent.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any request for redemption received by the Registrar and Transfer Agent prior to 12 noon (Luxembourg time) at the latest on the last Business Day before a Valuation Day, the Net Asset Value calculated on that Valuation Day will be applicable.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any request for redemption received by the Registrar and Transfer Agent after the deadline of 12 noon (Luxembourg time) on the last Business Day before a Valuation Day, the Net Asset Value applicable will be calculated on the following Valuation Day thereafter.

However, if the redemption day is, for any reason, not a Business Day, instructions to redeem Shares as per above will be moved to the immediately following Business Day, in which case the calculation of the net asset value to be applied to the transaction will be moved accordingly as per above.

Redemption instructions can only be executed when any previously related transaction has been completed.

Instructions must be given to the Registrar and Transfer Agent by completing the form requesting redemption of Shares by facsimile transmission or SWIFT or other means approved by the Registrar and Transfer Agent where the account reference and full details of the redemption must be provided. All instructions must be signed by the registered Shareholders, except where sole signatory authority has been chosen in the case of a joint account holding or where a representative has been appointed following receipt of a completed power of attorney. The power of attorney's form acceptable to the Registrar and Transfer Agent is available on request.

Unless waived by the Registrar and Transfer Agent, if, as a result of any redemption request, the amount invested by any Shareholder in a Class of Shares in any one Sub-Fund falls below an amount determined by the Board of Directors as minimum for that Class of Shares, it will be treated as an instruction to redeem the Shareholder's total holding in the relevant Class.

**Different redemption procedures may apply if instructions to redeem Shares are communicated via distributors.**

**All instructions to redeem Shares shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Share for that Valuation Day.**

### *Redemption Proceeds*

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, redemption proceeds are normally paid by bank transfer within two Business Days from the relevant Valuation Day,

provided the Registrar and Transfer Agent is in receipt of, and approves all documents required. The SICAV or Registrar and Transfer Agent are not responsible for any delays or charges incurred at any receiving bank or settlement system. Redemption proceeds will normally be paid in the currency of the relevant Class of Shares. On request, redemption proceeds paid by bank transfer may be paid in most other currencies on behalf of, at the cost and risk of, the Shareholder.

If, in exceptional circumstances and for whatever reason, redemption proceeds cannot be paid within two Business Days from the relevant Valuation Day, for example when the liquidity of the relevant Sub-Fund does not permit, then payment will be made as soon as reasonably practicable thereafter (not exceeding, however, thirty Business Days) at the Net Asset Value per Share calculated on the relevant Valuation Day.

If, on the settlement date, banks are not open for business in the country of the settlement currency of the relevant Class of Share, then settlement will be on the next Business Day on which those banks are open.

Redemption requests will be considered binding and irrevocable by the Registrar and Transfer Agent and will, at the discretion of the Registrar and Transfer Agent, only be executed where the relevant Shares have been duly issued.

Different settlement procedures may apply if instructions to redeem Shares are communicated via distributors.

## **REDEMPTION PRICE**

The redemption price for Shares in each Sub-Fund is equal to the Net Asset Value of each Share in that Sub-Fund as calculated on the first Valuation Day following the bank business day on which application for redemption has been accepted.

This price may be decreased to include disinvestment fees of up to 2% of the Net Asset Value per Share, for the benefit of the Sub-Fund concerned. In all cases, disinvestment fees will apply in an equitable manner to all Shareholders on the same Net Asset Value calculation date.

The redemption price will also be reduced to cover any duties, taxes and stamp duties which might have to be paid.

The redemption price could be higher or lower than the subscription price paid, depending on changes in the Net Asset Value.

## **CONVERSION OF SHARES**

### ***Procedure***

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, Shareholders are entitled at any time to convert all or part of their Shares at the conversion price as determined under "Conversion Price" below, by addressing an irrevocable application for conversion to the Registrar and Transfer Agent, or other authorized establishments. Instructions to convert Shares must be communicated directly to the Registrar and Transfer Agent by facsimile transmission or SWIFT or other means approved by the Registrar and Transfer Agent.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any request for conversion received by the Registrar and Transfer Agent prior to 12:00 noon (Luxembourg time) at the latest on the last Business Day before a Valuation Day, the Net Asset Value calculated on that Valuation Day will be applicable.

Save as may be otherwise set out in Appendix I regarding a certain Sub-Fund, for any request for conversion received by the Registrar and Transfer Agent after the deadline of 12:00 (noon) (Luxembourg time) on the last Business Day before a Valuation Day, the Net Asset Value applicable will be calculated on the following Valuation Day thereafter.

However, if the conversion day is, for any reason, not a Business Day, instructions to convert Shares as per above will be moved to the immediately following Business Day, in which case the calculation of the net asset value to be applied to the transaction will be moved accordingly as per above.

In cases where dealing is suspended in a Sub-Fund from or to which a conversion has been requested, the processing of the conversion will be held over until the next common Valuation Day where dealings are no longer suspended. Conversion instructions can only be executed when any previously related transaction has been completed.

Instructions must be given to the Registrar and Transfer Agent by facsimile transmission or SWIFT or other means approved by the Registrar and Transfer Agent where the account reference and the number of Shares to be converted between named Classes of Shares must be provided. All instructions must be signed by the registered Shareholders, except where sole signatory authority has been chosen in the case of a joint account holding or where a representative has been appointed following receipt of a completed power of attorney. The power of attorney's form acceptable to the Registrar and Transfer Agent is available on request.

Shares of any Class in a Sub-Fund may be converted on any Valuation Day into Shares of the same Class of another Sub-Fund, notwithstanding their distribution policy, except where there is a suspension of the calculation of the Net Asset Value per Share of those Sub-Funds or Classes, as described below. In addition, the Registrar and Transfer Agent may, at its discretion, accept instructions to convert from Shares of one Class of a Sub-Fund into Shares of another Class of the same Sub-Fund.

The number of Shares issued upon conversion will be based upon the respective Net Asset Value per Share of the Shares of the two relevant Sub-Funds on the Valuation Day on which the conversion request is effected. Due to the settlement period necessary for redemptions, conversion transactions will not normally be completed until the proceeds from the redemption are available.

Unless waived by the Registrar and Transfer Agent, if, as a result of any conversion request, the amount invested by any Shareholder in a Class of Shares in any one Sub-Fund falls below an amount determined by the Board of Directors as minimum for that Class of Shares, it will be treated as an instruction to convert the Shareholder's total holding in the relevant Class.

Conversion requests will be considered binding and irrevocable by the Registrar and Transfer Agent and will, at the discretion of the Registrar and Transfer Agent, only be executed where the relevant Shares have been duly issued.

**Different conversion procedures may apply if instructions to convert Shares are communicated via distributors.**

**All instructions to convert Shares shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Share for that Valuation Day.**

## **CONVERSION PRICE**

The conversion price is based on the respective Net Asset Values as calculated on the Valuation Day of the relevant Sub-Funds, increased or decreased by any fees applying at redemption and subscription of the relevant Sub-Funds involved in the conversion.

Furthermore, a conversion fee of up to 3% of the Net Asset Value of the Shares may be charged by the professional intermediaries to their clients converting their Shares.

No Share fractions shall be attributed upon conversion to the converting Shareholders who shall be deemed to have requested the redemption thereof. In such case, the relevant Shareholder shall be reimbursed the corresponding amount resulting from the differences between the Net Asset Values of the converted Shares.

## **DILUTION LEVY**

Under certain circumstances (for example, large volumes of deals) investment and/or disinvestments costs may have an adverse effect on the Shareholders' interest in the SICAV. In order to prevent this effect, called "dilution", the Board of Directors has the power to charge a "dilution levy" on the issue, redemption and/or conversion of shares. If charged, the dilution levy will be paid into the relevant Sub-Fund and will become part of the relevant Sub-Fund; it will be further applied to all related transactions processed as of that net asset value.

The dilution levy for each Sub-Fund will be calculated by reference to the costs of dealing in the underlying investments of that Sub-Fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of issues, redemptions or conversions. The Board of Directors may charge a discretionary dilution levy on the issue, redemption and/or conversion of Shares, if in its opinion, the existing Shareholders (for issues) or remaining Shareholders (for redemptions) might otherwise be adversely affected. In particular, the dilution levy may be charged in the following circumstances:

1. where a Sub-Fund is in constant decline (large volume of redemption requests);
2. on a Sub-Fund experiencing substantial issues in relation to its size;
3. in the case of "large volumes" of redemptions, subscriptions and /or conversions where "large volumes" refers to net redemptions or subscriptions exceeding 5% of the Sub-Fund's entire assets;
4. in all other cases where the Board of Directors considers the interests of Shareholders require the imposition of a dilution levy.

In any case the dilution levy shall not exceed 1% of the net asset value per share.

## **CALCULATION OF NET ASSET VALUE**



The Net Asset Value as well as the issue, redemption and conversion prices of Shares are calculated by the Administrative Agent for each Sub-Fund in the reference currency applicable for the Sub-Fund on the basis of the last known prices, at intervals which may vary for each Sub-Fund and are specified in Appendix 1 ( each a “Valuation Day”).

The Net Asset Value of a Share of each Sub-Fund will be calculated by dividing the Net Asset Value attributable to that Sub-Fund, being the proportionate value of its assets less its liabilities, by the total number of Shares outstanding in that Sub-Fund.

The SICAV's total net assets will be expressed in Euro and correspond to the difference between the total assets and the total liabilities of the SICAV. In order to calculate this value, the net assets of each Sub-Fund will, unless they are already expressed in Euro, be converted into Euro, and added together.

If since the time of determination of the Net Asset Value there has been a material change in the quotations in the markets on which a substantial portion of the investments attributable to the relevant Sub-fund are dealt in or are quoted, the Board of Directors may, in order to safeguard the interests of the Shareholders and the SICAV, cancel the first valuation and carry out a second valuation for all applications received on the relevant Valuation Day.

The valuation of assets of each Sub-Fund will be conducted as follows:

- a) The securities listed on a stock exchange or another regulated market are valued at the last known price unless that price is not representative.
- b) Securities not admitted to such stock exchange or on such a regulated market as well as securities that are so admitted but for which the final price is not representative, are valued based on the probable realization value estimated prudently and in good faith.
- c) The value of the liquid asset, bills or notes payable on demand and accounts receivable, prepaid expenditures, dividends and interest announced or come to maturity not yet affected, will be constituted by the nominal value of these assets, except if it is unlikely that this value could be obtained. In the latter case, the value will be determined by subtracting a certain amount that the Board of Directors deems appropriate to reflect the real value of these assets.
- d) Money Market Instruments are valued at their nominal value plus any eventually accrued interest or at “marked-to-market” or according to the amortized cost method.
- e) Assets expressed in a currency other than the currency of the corresponding Sub-Fund will be converted in this Sub-fund’s reference currency at the applicable exchange rate.
- f) Shares or units in open-ended underlying UCI/UCITS will be valued at the actual net asset value for such shares or units as of the relevant Valuation Day; if events have occurred which may have resulted in a material change in the net asset value of such shares or units since the date on which such actual or estimated net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the Board of Directors, such change but the Board of Directors will not be required to revise or recalculate the Net Asset Value on the basis of which subscriptions, redemptions or conversions may have been previously accepted.

The Administrative Agent and the Board of Directors may consult with the Investment Manager and the investment advisor in valuing the Sub-Fund's assets. Year-end net asset value calculations are audited by the Auditor and may be revised as a result of such audit. Such revisions may result from adjustments in valuations provided by UCIs.

In no event shall the Board of Directors, the Management Company, the Depositary, the Administrative Agent or the Investment Manager(s) incur any individual liability or responsibility for any determination made or other action taken or omitted by them in connection with the previous two paragraphs the absence of negligence, wilful misfeasance or bad faith.

Securities of closed-end UCIs held by the SICAV which are quoted or dealt in on a stock exchange will be valued at its latest available publicised stock exchange closing price and where appropriate the bid market price on the stock exchange which is normally the principal market for such security and each security dealt in on any other organised market will be valued in a manner as near as possible to that for quoted securities.

- g) The value of the companies that are not listed on a stock exchange or regulated market will be determined based on a valuation method proposed in good faith by the Board of Directors based on:
- the latest available audited annual accounts; and/or on
  - the basis of recent events that may have an impact on the value of such security and/or
  - any other available assessment.

The choice of method and support for assessment will depend on the relevance of available data. The estimated value may be corrected by periodic unaudited accounts, if available. If the Board of Directors believes that the resulting price is not representative of the likely realizable value of such a security, the value shall be determined prudently and in good faith based on the probable sale price.

- h) Futures (and forward contracts) and option contracts that are not traded on a regulated market or a stock exchange will be valued at their liquidation value determined in accordance with rules established in good faith by the Board of Directors, according to uniform criteria for each type of contract.

The value of futures and option contracts traded on a regulated market or stock exchange will be based on the closing or settlement price published by the regulated market or stock exchange which is normally the principal place of negotiation for such contracts. If a future or options contract could not be liquidated on the relevant Pricing Day, the criteria for determining the liquidation value of such futures contract or option contract be determined by the Board of Directors may deem fair and reasonable.

- i) Future cash flows expected to be collected and paid by the Sub-Fund under swap contracts will be valued at present value.
- j) Where the Board of Directors considers it necessary, they may seek the assistance of an evaluation committee whose task will be the prudent estimation of certain assets' values in good faith.

The Board of Directors is authorized to adopt, in good faith and in accordance with generally accepted valuation principles and procedures, other appropriate valuation principles for the

SICAV's assets where the determination of values according to the criteria specified above is not possible or appropriate.

In the absence of bad faith or manifest error, the assessment made by the Administrative Agent shall be considered final and binding with respect to the SICAV and its Shareholders.

In cases when applications for subscription or redemption are sizeable, the Board of Directors may calculate the value of the Shares on the basis of rates during the trading session on the stock exchanges or markets during which the necessary securities for the SICAV could be bought or sold. In such cases, a single method of calculation will be applied to all applications for subscription or redemption received at the same time.

For some Sub-funds, in the interests of Shareholders and to the extent deemed appropriate by the Board of Directors, taking into account market conditions and/or the level of subscriptions and redemptions in a given Sub-fund in relation to the size of that Sub-Fund, the net asset value of the Sub-fund may be (i) calculated on the basis of the offer or redemption prices of shares in its portfolio and/or adjusted for appropriate sales commission and dealing costs or (ii) adjusted to take into account the impact resulting from the difference between the dealing price and the valuation of the investments or disinvestments, and/or sales commissions and / or dealing fees incurred.

The attention of the Investors is drawn to the fact that the valuation of the assets of a Sub-fund is based on information (including, without limitation, position reports, confirmations statements, etc...) which is available at the time of such valuation. In the absence of bad faith or manifest error, the assessment made by the Administrative Agent shall be considered final and binding with respect to the SICAV and its Shareholders.

#### **SUSPENSION/DEFERRAL OF CALCULATION OF NET ASSET VALUE, SUBSCRIPTIONS AND REDEMPTIONS**

The SICAV reserves the right not to accept instructions to redeem or convert on any one Valuation Day more than 10% of the total value of Shares in issue of any Sub-Fund. In these circumstances, the Board of Directors may declare that any such redemption or conversion requests will be deferred until the next Valuation Day and will be valued at the Net Asset Value per Share prevailing on that Valuation Day. On such Valuation Day, deferred requests will be dealt with in priority to later requests and in the order that requests were initially received by the Registrar and Transfer Agent.

The SICAV reserves the right to extend the period of payment of redemption proceeds to such period, not exceeding thirty Business Days, as shall be necessary to repatriate proceeds of the sale of investments in the event of impediments due to exchange control regulations or similar constraints in the markets in which a substantial part of the assets of the SICAV are invested or in exceptional circumstances where the liquidity of the SICAV is not sufficient to meet the redemption requests.

The Board of Directors may temporarily suspend or defer the calculation of the Net Asset Value of any Class of Shares of any Sub-Fund and the issue and redemption of any Class of Shares in such Sub-Fund, as well as the right to convert Shares of any Class in any Sub-Fund into Shares of the same Class of the same Sub-Fund or any other Sub-Fund in the following circumstances:

- when one or more stock exchanges or regulated markets, which provide the basis for valuing a substantial portion of the SICAV's assets, or when one or more foreign exchange markets in the currency in which the net asset value of Shares is expressed or in which a substantial

portion of the SICAV's assets is held, are closed other than for ordinary holidays or if dealings therein are suspended, restricted or subject to major short-term fluctuations;

- when, as a result of political, economic, military, monetary or social events, strikes or other circumstances outside the responsibility and control of the SICAV, the disposal of the SICAV's assets is not reasonably or normally practicable without being seriously detrimental to the Shareholders' interests;
- in the case of a breakdown in the normal means of communication used to determine the value of an asset in the SICAV or when, for whatever reason, the value of an asset in the SICAV cannot be calculated as rapidly and as accurately as required;
- if, as a result of exchange controls or other restrictions on the movement of capital, transactions for the SICAV are rendered impracticable or if purchases or sales of the SICAV's assets cannot be made at normal rates of exchange;
- upon massive requests for redemption, the SICAV reserves the right to redeem the Shares at a redemption price determined as soon as the necessary sales of assets have been made, taking into account the interests of Shareholders as a whole, and has been in a position to affect the proceeds therefrom. One single price will be calculated for all the subscription, redemption and conversion requests tendered at the same time;
- in the case of the suspension of the calculation of the net asset value of one or several of the UCIs in which the SICAV has invested a substantial portion of its assets;
- following the occurrence of an event giving rise to the winding-up of a Sub-Fund or of the SICAV as a whole;
- if the Board of Directors has determined that there has been a material change in the valuations of a substantial proportion of the investments of the SICAV attributable to a particular Class of Shares in the preparation or use of a valuation or the carrying out of a later or subsequent valuation;
- during any other circumstance or circumstances where a failure to do so might result in the SICAV or its Shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment which the SICAV or its Shareholders might so otherwise have suffered.

The suspension of the calculation of the Net Asset Value of any Sub-Fund or Class shall not affect the valuation of other Sub-Funds or Classes, unless these Sub-Funds or Classes are also affected.

In such cases of suspension or deferral, Shareholders who have submitted applications to subscribe to, redeem or convert Shares in Sub-Funds affected by the suspensions shall be notified in the event that the suspension period is extended. Furthermore, a Shareholder may withdraw his request in respect of any Shares not redeemed or converted, by notice in writing received by the Registrar and Transfer Agent before the end of such period.

The SICAV may, at any time and at its discretion, temporarily discontinue, cease permanently or limit the issue of Shares in one or more Sub-Funds to individuals or corporate bodies resident or domiciled in some countries or territories. The SICAV may also prohibit them from acquiring Shares if such a measure is necessary to protect the Shareholders as a whole and the SICAV.

In addition, the SICAV is entitled to:

- a) reject, at its discretion, any application to subscribe to Shares;
- b) redeem, at any time, Shares which have been acquired in violation of a measure of exclusion taken by the SICAV.

## MARKET TIMING

The SICAV does not knowingly allow investments which are associated with market timing practices or any other excessive transactional practice which may adversely affect the performance of the SICAV or harm Investors. The SICAV reserves the right to reject any subscription or conversion request by, or may decide to redeem the whole holding of, an Investor suspected of such practices. It will also take all necessary steps to protect Investors in the SICAV.

## DISTRIBUTION POLICY

In principle, only Accumulation Shares will be issued, hence no dividend will normally be distributed. However, the Board of Directors reserves the right to introduce a distribution policy which may vary per Sub-Fund and Share Class, as described in Appendix I. In addition, the Board of Directors may decide to declare interim dividends.

The Board of Directors may also decide that dividends be automatically reinvested by the purchase of further Shares.

No dividend distribution which may result in the SICAVs' net assets being below EUR 1,250,000 can be made.

Dividends not claimed within 5 years following their payment are liable to be forfeited in accordance with the provisions of Luxembourg laws and will accrue for the benefit of the relevant Sub-Fund.

## SICAV EXPENSES

The Management Company, the Depositary, the Administrative Agent, the Investment Manager and the global distributor (if and when appointed) are entitled to receive out of the SICAV's account fees, payable on a quarterly basis, for the Management Company, the Depositary, the Administrative Agent and the global distributor (if and when appointed) and on a monthly or quarterly basis for the Investment Manager, at a total annual rate which could vary per Sub-Fund, but which shall not exceed 3.00 % of total of the average net asset value of the relevant Sub-Fund as determined during the relevant quarter or month, as relevant, (save for any performance fee and applicable tax) and consist of the following:

Management Company fee	Up to 0.15% p.a. per Sub-Fund <sup>1</sup>
Central administration fee	Up to 0.25% p.a. per Sub-Fund <sup>2</sup>
Depositary fee	Up to 0.1% p.a. per Sub-Fund <sup>3</sup>
Management fee payable to the Investment Manager	Please refer to the relevant Appendix under the section headed "Management fee"

1. the management company fee is subject to an annual minimum of EUR 85,000 for the SICAV;
2. the central administration fee is subject to an annual minimum of EUR 40,000 for the SICAV; and
3. the depositary fee subject to an annual minimum of EUR 10,000 for the SICAV.

The rates of the fee payable to the Depositary and the Administrative Agent are in accordance with customary practice in the Luxembourg financial market. All amounts charged are shown in the SICAV's financial reports. Whereas the fees payable to the Management Company, the Depositary, the Administrative Agent and the Investment Manager will be charged directly to, and paid out of, the SICAV's accounts, in respect of the remuneration to the SICAV's distributors and/or the global distributor (if an when appointed), the relevant fees will, be paid out of the applicable investment management fee in accordance with the terms of the relevant agreements to be put in place on a case by case basis.

Investors should refer to the Sub-Fund'(s)' relevant Appendix for further details as to the exact fees paid by each Sub-Fund.

Other costs charged to the SICAV include:

- 1) All taxes and duties which might be due on the SICAV's assets or income earned by the SICAV, in particular the subscription tax (0.05% per annum) charged on the SICAV's net assets.
- 2) Brokerage fees and charges on transactions involving securities in portfolio.
- 3) Remuneration of the Depositary's correspondents.
- 4) Reasonable costs and expenses incurred by local paying agents.
- 5) Extraordinary costs incurred, particularly for any verification procedures or legal proceedings undertaken to protect the Shareholders' interests.
- 6) The cost of preparing, printing and filing of administrative documents, prospectuses and explanatory memoranda with all authorities, the rights payable for the registration and maintenance of the SICAV with all authorities and official stock exchanges, the cost of preparing, translating, printing and distributing periodical reports and other documents required by law or regulations, the cost of accounting and calculating the net asset value, the cost of preparing, distributing and publishing notifications to Shareholders, fees for legal consultants, experts and independent auditors, and all similar operating costs.
- 7) Establishment costs estimated at a maximum EUR 100,000 which shall be amortised on a straight line basis over a period not exceeding 5 years from the date on which the SICAV commenced business and will be borne by the Sub-Fund(s) created at the launch of the SICAV. The Board of Directors may, in its absolute discretion, shorten the period over which such costs and expenses are amortised. Furthermore, the Board of Directors may decide, in circumstances where it would appear to be more fair to the Sub-Funds concerned, that the initial setting up costs of the SICAV, not yet amortised at the time a new Sub-Fund is launched, will be equally borne by such new Sub-Fund.
- 8) The remuneration of the Board of Directors' members and the reasonable costs and expenses incurred by the same in attending board meetings of the SICAV, such fees being subject to

approval, or, as the case may be, ratification by the annual general meeting of Shareholders, as per applicable laws.

The fees associated with the creation of a new Sub-Fund will be, in principle, exclusively borne by this new Sub-Fund and will be amortised on a straight line basis over 5 years from the launching date. Nevertheless, the Board of Directors may also decide that the costs associated with the opening of a new Sub-Fund be borne by the existing Sub-Funds.

All recurring expenditure shall be charged first to the SICAV's income, then to realized capital gains, then to the SICAV's assets. Other expenditure may be amortised over a period not exceeding five years.

Charges involved in the calculation of the net asset values of the various Sub-Funds shall be spread among the Sub-Funds proportionately to their net assets, except in cases where charges specifically involve one Sub-Fund, in which case they will be charged to that Sub-Fund.

Other costs and expenses which cannot be allotted to one specific Sub-Fund or Class will be charged to the different Sub-Funds or Classes proportionately to their respective net assets or allocated in such way as the Board of Directors will determine prudently and in good faith.

## **TAX ASPECTS**

The SICAV is subject to Luxembourg tax legislation.

### ***The SICAV***

In accordance with Luxembourg legislation currently in force, the SICAV is not subject to any tax on income, capital gains tax or wealth tax. Moreover, dividends distributed by the SICAV are not subject to withholding tax.

The SICAV's net assets are subject to a subscription tax of 0.05% per annum payable at the end of each calendar quarter and calculated on the basis of the SICAV's total net assets at the end of the relevant quarter; such tax is reduced to 0.01% *per annum* for instance in respect of Classes reserved for investments by institutional investors only (as per article 174 of the Law of 2010), as well as in respect of money market Sub-Funds. This tax is for instance not applicable for the portion of the assets of a Sub-Fund invested in other Luxembourg UCIs already subject to the annual subscription tax (*taxe d'abonnement*).

Interest and dividend income received by the SICAV may be subject to non-recoverable withholding tax in the countries of origin. The SICAV may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin.

No stamp duty or other tax is payable in Luxembourg on the issue of Shares in the SICAV.

### ***Shareholders***

Shareholders are not normally subject to any income taxes in Luxembourg, except for Shareholders domiciled, resident or having a permanent establishment in Luxembourg.

**However, it is incumbent upon any purchasers of Shares in the SICAV to inform themselves about the relevant legislation and tax regulations applicable to the acquisition, holding and sale of Shares with regard to their residence qualifications and nationality.**

#### **EXCHANGE OF INFORMATION FOR TAX PURPOSES**

The SICAV may be required to report certain information about its Shareholders and, as the case may be, about individuals controlling Shareholders that are entities, on an automatic and annual basis to the Luxembourg direct tax administration (*Administration des contributions directes*) in accordance with, and subject to, the Luxembourg law of 24 July 2015 concerning FATCA, and/or the Luxembourg law of 18 December 2015 implementing Council Directive 2014/107/EU and the standard for automatic exchange of financial account information in tax matters developed by the OECD with the G20 countries (commonly referred to as the “Common Reporting Standard”), each as amended from time to time (each an “AEOI Law” and collectively the “AEOI Laws”). Such information, which may include personal data (including, without limitation, the name, address, country(ies) of tax residence, date and place of birth and tax identification number(s) of any reportable individual) and certain financial data about the relevant Shares (including, without limitation, their balance or value and gross payments made thereunder), will be transferred by the Luxembourg direct tax administration to the competent authorities of the relevant foreign jurisdictions in accordance with, and subject to, the relevant Luxembourg legislation and international agreements.

Each Shareholder and prospective investor agrees to provide, upon request by the SICAV (or its delegates), any such information, documents and certificates as may be required for the purposes of the SICAV’s identification and reporting obligations under any AEOI Law. The SICAV reserves the right to reject any application for Shares or to redeem Shares (i) if the prospective investor or Shareholder does not provide the required information, documents or certificates or (ii) if the SICAV (or its delegates) has reason to believe that the information, documents or certificates provided to the SICAV (or its delegates) are incomplete or incorrect and the Shareholder does not provide, to the satisfaction of the SICAV (or its delegates), sufficient information to cure the situation. Prospective investors and Shareholders should note that incomplete or inaccurate information may lead to multiple and/or incorrect reporting under the AEOI Laws. Neither the SICAV nor any other person accepts any liability for any consequences that may result from incomplete or inaccurate information provided to the SICAV (or its delegates). Any Shareholder failing to comply with the SICAV’s information requests may be charged with any taxes and penalties imposed on the SICAV attributable to such Shareholder’s failure to provide complete and accurate information.

Each Shareholder and prospective investor acknowledges and agrees that the SICAV will be responsible to collect, store, process and transfer the relevant information, including the personal data, in accordance with the AEOI Laws. Each individual whose personal data has been processed for the purposes of any AEOI Law has a right of access to his/her personal data and may ask for a rectification thereof in case where such data is inaccurate or incomplete.

#### **UNITED STATES ("US") TAX WITHHOLDING AND REPORTING UNDER THE FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")**

Investors should note that under the Foreign Account Tax Compliance Act ("FATCA") details of US investors holding assets outside the US will be reported by financial institutions to the Internal Revenue Service (IRS), as a safeguard against US tax evasion. As a result, and to discourage non-United States financial institutions from staying outside this regime, financial institutions that do not enter and comply with the regime will be subject to a 30% withholding tax penalty with respect to certain United States sourced income (including dividends) and gross proceeds from the sale or other disposal of property that can produce United States sourced income. The detailed implementation rules and schedule of implementation have not yet been finalised and the SICAV is therefore at this time not in a position to accurately assess the extent of the relevant requirements and the costs implied by such requirements. In order to protect the Shareholders from the effect of



any withholding penalty, it is the intention of the SICAV to be compliant with the requirements of the FATCA regime as this applies to entities such as the SICAV.

The detailed implementation rules and schedule of implementation have not yet been finalized. The application of the withholding rules and the information that may be required to be reported and disclosed are uncertain and subject to change.

In order to protect the interest of all Shareholders, the SICAV reserves the right, upon further clarity about the implementation of FATCA, without further notice to restrict or prevent the sale and transfer of shares to persons targeted by FATCA as permitted by the Articles.

## **FINANCIAL YEAR**

The financial year of the SICAV ends on 31 December each year.

## **PERIODICAL REPORTS AND PUBLICATIONS**

The SICAV publishes an audited annual report within 4 months after the end of the financial year and an unaudited semi-annual report within 2 months after the end of the period to which it refers.

The annual report includes accounts of the SICAV and of each Sub-Fund.

All these reports will be made (free of charge) available to the Shareholders upon request at the registered office of the SICAV, the Depositary and other establishments appointed by the Depositary.

The Net Asset Value per Share of each Sub-Fund as well as the issue and redemption prices shall be available on each Valuation Day at the SICAV's registered office.

Any amendments to the Articles will be published in the Luxembourg Official Gazette.

## **RIGHTS ON A WINDING-UP: DURATION - LIQUIDATION OF THE SICAV/SUB-FUNDS- AMALGAMATION- SPLIT**

### ***Liquidation of the SICAV***

The SICAV has been established for an unlimited period. However, it may be dissolved by decision of an extraordinary general meeting of Shareholders of the SICAV.

Such meetings must be convened if the value of the net assets of the SICAV falls below the respective levels of two thirds or one quarter of the minimum capital prescribed by the Law of 2010. At such meetings convened at such circumstances decisions to dissolve the SICAV will be taken in accordance with the requirements of article 30 of the Law of 2010.

Moreover, the SICAV may, at any time, be liquidated by a resolution of the general meeting of Shareholders taken in the same conditions that are required by law to amend the Articles. The Board of Directors may propose at any time to the Shareholders to liquidate the SICAV.

If the SICAV should be liquidated, its liquidation will be carried out in accordance with the provisions of the Law of 2010 which specifies the steps to be taken to enable Shareholders to participate in the liquidation distribution(s) and in this connection provides for deposit in escrow at the *Caisse de Consignation* of any amounts which have not been claimed by Shareholders at the close of liquidation. Amounts not claimed from escrow within the prescription period are liable to be forfeited in accordance with the provisions of Luxembourg laws.

As soon as the decision to liquidate the SICAV is taken, the issue, redemption or conversion of Shares in all Sub-Funds is prohibited and shall be deemed void.

The liquidation of the SICAV should be conducted by one or more liquidators, who may be individuals or legal entities and who will be appointed by a meeting of Shareholders. This meeting will determine their powers and compensation.

### ***Liquidation or Amalgamation of Sub-Funds***

The Sub-Funds may be established for a limited or unlimited period, as specified for each Sub-Fund in Appendix 1.

If the net assets of any Sub-Fund or Class fall below or do not reach 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 or if a change in the economic, monetary or political situation relating to the Sub-Fund or Class concerned justifies it or in order to proceed to an economic rationalisation, the Board of Directors have the discretionary power to liquidate such Sub-Fund or Class by compulsory redemption of Shares of such Sub-Fund or Class at the Net Asset Value per Share (but taking into account actual realisation prices of investments and realisation expenses) determined as at the Valuation Day at which such a decision shall become effective. The decision to liquidate will be notified to the concerned Shareholders prior to the effective date of the liquidation and the notification will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board of Directors decide otherwise in the interest of, or in order to ensure equal treatment of, the Shareholders, the Shareholders of the Sub-Fund or Class concerned may continue to request redemption or conversion of their Shares free of redemption or conversion charges (but taking into account actual realisation prices of investments and realisation expenses).

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraph, a general meeting of Shareholders of any Sub-Fund or Class may, upon proposal from the Board of Directors and with its approval, redeem all the Shares of such Sub-Fund or Class and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined as at the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such a general meeting of Shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Assets which could not be distributed to the relevant Shareholders upon the conclusion of the liquidation of a Sub-Fund or Class will be deposited with the *Caisse de Consignation* to be held for the benefit of the relevant Shareholders. Amounts not claimed will be forfeited in accordance with the applicable Luxembourg Laws.

The Board of Directors may decide to merge a Sub-Fund of the SICAV with another Sub-Fund of the SICAV or with another UCITS (Luxembourg or foreign). The Board of Directors may in addition decide to submit the decision to merge to the general meeting of Shareholders of the concerned Sub-Fund. Any decision of the Shareholders as described above will not be subject to a quorum requirement and will be adopted by simple majority of the votes cast. If, following a merger of one or more Sub-Funds, the SICAV should cease to exist, the merger will be decided by the general meeting of Shareholders deliberating in compliance with the majority and quorum conditions required for amending the SICAV's Articles.

### ***Consolidation & Splitting of Shares***

The Board of Directors may decide to consolidate or split the Classes of Shares of a Sub-Fund within a given Class of Shares.

## **SHAREHOLDERS INFORMATION**

Shareholders will be informed in due time of all specific amendments or decisions impacting the SICAV. Notice to the Shareholders will be sent by mail to all the Shareholders.

Shareholders may receive copies of the Articles, this Prospectus, the key investor information document ("KIID") and of the latest financial reports by mail upon their request and free of charge as well as during office hours at the registered office of the SICAV.

Copies for material contracts the SICAV has entered into are available for inspection during business hours at the registered office of the SICAV.

## **INVESTMENT RESTRICTIONS**

The investment objectives and policies to be followed by the SICAV will be subject to the rules stipulated below.

Unless otherwise provided in the part relating to the Sub-Fund(s), the Board of Directors has determined that the following investment restrictions shall apply in respect of each Sub-Fund:

### **A. §1**

The SICAV's investments shall consist exclusively of:

- 1) Transferable Securities and Money Market Instruments listed or traded on a regulated market;
- 2) Transferable Securities and Money Market Instruments traded on another regulated and regularly functioning market of a Member State of the European Union, that is recognised and open to the public;
- 3) Transferable Securities and Money Market Instruments admitted for listing on a stock market of a State, which is not part of the European Union or traded on another market of a State that is not part of the European Union, which is regulated and regularly functioning, recognised and open to the public;
- 4) Transferable Securities and newly issued Money Market Instruments provided that:
  - the terms of issue include an undertaking that an application will be made for admission to be officially listed on a stock exchange or other regulated, regularly functioning market which is recognised and open to the public;
  - and that this admission is obtained at the latest within one year of the issue.
- 5) units of UCITS approved in conformity with UCITS Directive and/or of other UCIs within the meaning of Art. 1, paragraph (2), first and second indents of the UCITS Directive, whether located or not in a European Union Member State, provided that:
  - such other UCIs have been authorised under the laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured (at the time of the present Prospectus, the laws of OECD Member States as well as Hong Kong, Jersey, Guernsey and Liechtenstein);
  - the level of protection guaranteed to shareholders of these other UCIs is equivalent to that intended for shareholders of a UCITS and, in particular, that the rules relating to the division of assets, borrowings, loans, short sales of transferable securities and Money Market Instruments are equivalent to the requirements of the UCITS Directive;
  - the activities of these other UCIs are reported in semi-annual and annual statements that enable valuation of assets and liabilities, profits and operations for the period concerned;
  - the proportion of assets of the UCITS or of these other UCIs whose acquisition is envisaged and which can be wholly invested in units of other UCITS or other UCIs in conformity with their constitutive documents, does not exceed 10%;
  - when a Sub-Fund invests in the units of UCITS and/or other UCIs that are managed, directly or by delegation, by the same Management Company or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding, no subscription or redemption fees may be invoiced to the SICAV for investment in such other UCITS or UCI units;
  - in respect of a Sub-Fund's investments in UCITS and other UCI linked to the Management Company as described in the preceding paragraph, the total management fee (excluding any performance fee, if any) charged to such Sub-Fund and each of the UCITS or other UCIs concerned shall not exceed 2.5% of the relevant net assets under

management. The SICAV will indicate in its annual report the total management fees charged both to the relevant Sub-Fund and to the UCITS and other UCI in which such Sub-Fund has invested during the relevant period.

- 6) deposits in credit establishments redeemable on request or which can be withdrawn and whose maturity is twelve months or less, provided that the credit establishment has its registered headquarters in a European Union Member State or, if the registered headquarters of the credit establishment are located in a third country, is subject to the prudent portfolio rules considered by the CSSF as equivalent to those provided by EU legislation;
- 7) derivative financial instruments, including similar instruments allowing cash settlements, that are traded on regulated markets of the kind specified in points 1), 2) and 3) above, and/or over-the-counter derivative financial instruments, provided that:
  - the underlying assets consist of instruments allowed under section A, §1, or in terms of financial indices, interest rates, exchange or currency rates, in which the SICAV may invest in conformity with its investment objectives;
  - the counterparties to OTC derivative transactions are establishments subject to prudential supervision and belonging to categories approved by the CSSF; and
  - the OTC derivative instruments are reliably and verifiably evaluated on a daily basis and can be, should the SICAV wish, sold, liquidated or closed by a symmetrical transaction, at any time and at their fair value;
- 8) Money Market Instruments other than those traded on a regulated market and designated by Art. 1 of the Law of 2010, as long as the issue or the issuer of these instruments are themselves subject to regulations whose aim is to protect the Investors and investments and that the instruments are:
  - issued and guaranteed by a central, regional or local administration, by a central bank of a European Union Member State, by the European Central Bank, by the European Union or by the European Investment Bank, by a third state or, in the case of a federal state, by one of the members of the federation, or by an international public agency of which one or more European Union Member States are members; or
  - issued by a company whose securities are traded on regulated markets specified in points 1), 2) or 3) above; or
  - issued or guaranteed by an establishment subject to prudential supervision according to criteria defined by European Union law, or by an establishment that is subject to and in conformity with prudential rules considered by the CSSF as at least as strict as those intended by European Union legislation; or
  - issued by other entities belonging to categories approved by the CSSF as long as the investments in these instruments are subject to rules for protecting Investors that are at least equivalent to those prescribed by the first, second or third indents, and that the issuer is a company whose capital and reserves are at least ten million euros (EUR 10,000,000) and which offers and publishes its annual accounts in conformity with UCITS Directive, or is an entity which, within a group of companies including one or

more listed companies, is dedicated to financing the group or is an entity which is dedicated to financing securitisation vehicles with a line of bank financing.

## §2

However:

- 1) the SICAV may invest a maximum of 10% of the assets of each Sub-Fund in Transferable Securities and Money Market Instruments other than those mentioned in §1 above;
- 2) the SICAV cannot invest directly in commodities (including precious metals);
- 3) the SICAV may acquire movables and immovable property necessary for the exercise of its activity.

## §3

The SICAV may hold liquid assets on an Ancillary basis, except otherwise specified in the investment policy of each Sub-Fund.

### **B.**

- 1) The SICAV may not invest more than 10% of the assets of each Sub-Fund in Transferable Securities or Money Market Instruments of the same issuer and cannot invest more than 20% of its assets in deposits placed in the same entity. The counterparty risk of a Sub-Fund in a transaction involving OTC derivatives may not exceed 10% of the assets when the counterparty is one of the credit establishments specified in section A, §1, point 6), or 5% of its assets in other cases.
- 2) The total value of the Transferable Securities and Money Market Instruments held by a Sub-Fund from issuers in which it invests more than 5% of its assets may not exceed 40% of the value of its assets. This limit does not apply to deposits in financial establishments that are subject to prudential supervision and to transactions of OTC derivative instruments with these establishments. Notwithstanding the individual limits set in paragraph 1) above, a Sub-Fund may not combine:
  - instruments in Transferable Securities or Money Market Instruments issued by a single entity;
  - deposits in a single entity; and/or
  - risks related to transactions involving OTC derivative instruments with a single entity, that represent more than 20% of its assets.
- 3) The 10% limit defined in the first sentence of paragraph 1) above may be raised to a maximum of 35% when the Transferable Securities or Money Market Instruments are issued or guaranteed by a European Union Member State, by its local authorities, by a state that is not a member of the European Union or by international public bodies of which one or more EU Member States are members. The Transferable Securities and Money Market Instruments mentioned in this paragraph are not accounted for when applying the 40% limit mentioned in paragraph 2) above.
- 4) The 10% limit defined in the first sentence of paragraph 1) above may be raised to a maximum of 25% for certain debt securities, when they are issued by a credit establishment having

registered headquarters in a European Union Member State that is legally subject to special public auditing designed to protect holders of the bonds. In particular, the amounts originating from the issue of the bonds must be invested, in conformity with the law, in assets that adequately cover, for the entire duration of the validity of the bonds, the related liabilities and that will be distributed preferentially as redemption of the capital and payment of interest accrued in the event of default by the issuer. When a Sub-Fund invests more than 5% of its assets in bonds as understood in this paragraph and issued by the same issuer, the total value of the investments may not exceed 80% of the value of the assets of the Sub-Fund. The Transferable Securities and Money Market Instruments mentioned in this paragraph are not accounted for when applying the 40% limit mentioned in paragraph (2), above.

- 5) The limits defined in the previous points 1), 2), 3) and 4) are not cumulative and therefore, the investments in Transferable Securities or Money Market Instruments of a single issuer, in deposits or derivative instruments involving this entity, in conformity with these paragraphs, may not exceed a total of 35% of the assets of the relevant Sub-Fund ;
- 6) The companies that are grouped together in the consolidated accounts, within the meaning of UCITS Directive or in conformity with recognised international accounting rules, are considered as a single entity for the calculation of the limits described in points (1) to (5) of this section B.

A Sub-Fund may invest cumulatively up to 20% of its assets in the Transferable Securities or Money Market Instruments of a single group.

- 7) **Notwithstanding the above, the SICAV may invest up to 100% of the assets of each Sub-Fund in Transferable Securities or Money Market Instruments issued or guaranteed by an EU or OECD Member State, by local authorities of an EU Member State, by certain non-OECD Member States (currently , Brazil, Indonesia, Russia, Singapore, Hong-Kong and South-Africa), by non-EU Member States or by international public bodies of which one or more EU Member States are members, provided that these securities belong to at least six different issues and that the securities belonging to a single issue do not exceed 30% of the assets of the Sub-Fund in question.**
- 8) The SICAV may not invest more than 20% of the assets of each Sub-Fund in a single UCITS or other UCI as defined in section A, §1. The investment in UCI units other than UCITS, may not exceed a total of 30% of the assets of each Sub-Fund. In the application of this limit, each Sub-Fund of a UCI with multiple sub-funds is considered as a separate issuer provided that the liabilities of the different sub-funds with regard to third parties are segregated.

## C. §1

The SICAV may not acquire for any of the Sub-Funds:

- 1) shares granting voting rights in sufficient number to allow it to exert a significant influence on the management of the issuer;
- 2) more than:
  - 10% of shares without voting rights of a single issuer;
  - 10% of the bonds of a single issuer;
  - 25% of the units or shares of a single UCI;

- 10% of Money Market Instruments of a single issuer.

The limits defined in the second, third and fourth indents above need not be respected at the time of acquisition if, at that time, the gross value of the bonds or Money Market Instruments or the net value of securities issued cannot be calculated;

The restrictions mentioned above are not applicable:

- a) to the Transferable Securities and Money Market Instruments issued or guaranteed by a European Union Member State, by its local authorities, or by a State that is not a member of the European Union;
- b) to the Transferable Securities and Money Market Instruments issued by international public bodies of which one or more European Union Member States are members;
- c) to shares held in the capital of a company incorporated in a non-EU country which invests its assets mainly in the securities of issuers having their registered office in that third country, where under the legislation of that third country such a holding represents the only way in which the UCITS can invest in the securities of issuers of that third country. This exception is, however, only applicable when the company established in that third country is required under its investment policy to comply with the limits set out in Articles 43 and 46 and Article 48, paragraphs (1) and (2), of the Law of 2010. If the limits defined in Articles 43 and 46 of this law are exceeded, Article 49 will apply;
- d) to shares held by one or more investment companies in the capital of subsidiary companies exercising management, advising, or sales activities solely for the benefit of the subsidiary companies in the country where the subsidiary is located in regard to the redemption of shares at the shareholder's request.

## §2

- a) The SICAV may for each Sub-Fund temporarily contract loans in a proportion not to exceed 10% of the assets of that Sub-Fund.
- b) The SICAV may not grant credits or act as guarantor on behalf of third parties.

The paragraph above does not prevent the acquisition by the SICAV of Transferable Securities, Money Market Instruments or other financial instruments allowed under section A, §1, points 5), 7) and 8) not fully paid up.

- c) The SICAV may not, for any Sub-Fund, undertake transactions involving the physical short sale of transferable securities, Money Market Instruments or other financial instruments specified in section A, §1, points 5), 7) and 8).

## D Cross Sub-Fund investments

A Sub-Fund (the “Investing Sub-Fund”) may subscribe, acquire and/or hold securities to be issued or issued by one or more Sub-Funds (each, a “Target Sub-Fund”) without the SICAV being subject to the requirements of the Law of 10 August 1915 on commercial companies, as amended, with



respect to the subscription, acquisition and/or the holding by a company of its own shares, under the condition however that:

- the Target Sub-Fund does not, in turn, invest in the Investing Sub-Fund; and
- no more than 10% of the assets that the Target Sub-Fund whose acquisition is contemplated, may, according to its investment policy, be invested in units/shares of other UCITS or Other UCIs; and
- voting rights, if any, attaching to the relevant Shares are suspended for as long as they are held by the relevant Sub-Fund and without prejudice to the appropriate processing in the accounts and the periodic reports; and in any event, for as long as these Shares are held by the Investing Sub-Fund, their value will not be taken into consideration for the calculation of the net assets of the SICAV for the purposes of verifying the minimum threshold of the net assets required under Law of 2010; and
- there is no duplication of management/subscription or repurchase fees between those at the level of the Investing Sub-Fund having invested in the Target Sub-Fund, and this Target Sub-Fund.

## **USE OF DERIVATIVES**

### ***SFTR***

The Sub-Funds will not make use of SFTs nor TRS. If a Sub-Fund makes use of SFTs and/or TRS, the main part of this Prospectus as well as the relevant Sub-Fund's part B of Appendix I will be amended prior to such use of SFTs and/or TRS to include the disclosure requirements of the SFTR and the CSSF SFTR FAQ, including, among others, with respect to the relevant Sub-Fund's part B of Appendix I the maximum and expected proportion of assets that may be subject to SFTs and/or TRS, as well as the types of assets that are subject to SFTs and/or TRS.

### ***Options, futures contracts, exchange contracts on transferable securities, currencies or financial instruments***

To ensure that the portfolio is managed effectively and for hedging purposes, the SICAV may buy and sell call and put options and futures contracts, and conclude exchange contracts, and for the Sub-Funds, CFDs (Contracts For Difference) on transferable securities, currencies or any other type of financial instrument, provided that these derivative instruments are traded on a regulated market, operating regularly, that is recognised and open to the public; however, these derivative instruments may also be traded over-the-counter (**OTC**), provided they are contracted with leading financial institutions specialising in this type of transaction.

## ***Credit derivatives***

The SICAV may invest in buying and selling credit derivatives. Credit derivative products are used to insulate and transfer the credit risk associated with a base asset. There are two categories of credit derivatives: “financed” and “non-financed” depending on whether or not the protection seller has made an initial payment in relation to the base asset.

Despite the great variety of credit derivatives, two common types of transaction are the following:

The first type: transactions on credit default products (for example Credit Default Swaps (CDS) or CDS options), are transactions in which the debts of the parties are linked to the presence or absence of one or several credit events in relation to the base asset. The credit events are defined in the contract and represent a decline in the value of the base asset. Credit default products may either be paid in cash or by physical delivery of the base asset following the default.

The counterparties of the SICAV will be leading financial institutions specialised in this type of transaction and subject to prudential supervision.

These counterparties do not have discretionary power over the composition or management of the investment portfolio of the Sub-Fund or over the underlying assets of the derivative financial instruments.

The second type, “credit spread” derivatives, are credit protection transactions in which the payments may be made either by the buyer or by the seller of the protection based on the relative credit value of two or more base assets.

However, at no time may these operations be conducted for the purpose of modifying the investment policy.

### ***Application of sufficient hedging on transactions involving derivative products and instruments whether or not traded on a regulated market***

#### ***Sufficient hedging in the absence of a cash settlement***

When the derivative financial contract provides, either automatically or at the choice of the SICAV’s counterparty, for the physical delivery of the underlying financial instrument on the date of expiry or on exercise, and as long as physical delivery is common practice for the instrument concerned, the SICAV must hold the underlying financial instrument in its portfolio as a hedge.

#### ***Substitution by another underlying hedge in the event of a cash settlement***

When the derivative financial instrument is settled in cash, automatically or at the SICAV’s discretion, the SICAV is allowed to not hold the specific underlying instrument as a hedge. In this case, the following categories of instruments are acceptable hedges:

- a) cash;

- b) liquid debt securities, provided that appropriate safeguard methods (for example, discounts or “haircuts”) exist;
- c) any other very liquid asset<sup>1</sup>, considered by reason of its correlation with the underlying asset of the derivative instrument, provided appropriate safeguard methods exist (such as a discount, where applicable).

### ***Calculating the amount of the hedge***

The amount of the hedge must be calculated using the liabilities approach.

### ***Management of collateral and collateral policy***

In the context of OTC financial derivatives transactions, the SICAV may receive collateral with a view to reduce its counterparty risk. This section sets out the collateral policy applied by the SICAV in such case. The risk exposures to a counterparty arising from OTC financial derivative transactions should be combined when calculating the counterparty risk limits of Article 52 of UCITS Directive.

### ***Eligible collateral***

Collateral received by the SICAV may be used to reduce its counterparty risk exposure if it complies with the criteria set out in applicable laws, regulations and circulars issued by the CSSF from time to time notably in terms of liquidity, valuation, issuer credit quality, correlation, risks linked to the management of collateral and enforceability. In particular, collateral should comply with the following conditions:

- (a) Any collateral received other than cash should be of high quality, highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation.
- (b) It should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
- (c) It should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.
- (d) It should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure of 20% of the SICAV’s or Sub-Fund’s net asset value to any single issuer on an aggregate basis, taking into account all collateral received. By way of derogation, a Sub-Fund may be fully collateralised in different transferable securities and Money Market Instruments issued or guaranteed by a EU Member State, one or more of its local authorities, a third country, or a public international body to which one or more EU Member States belong, provided the Sub-Fund receives securities from at least six different issues and any single issue does not account for more than 30% of the Sub-fund's NAV. Accordingly a Sub-fund

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<sup>1</sup> In compliance with item 19 of the CESR's guidelines CESR/07-044b (updated September 2008) concerning eligible assets for investment by UCITS, “liquid” financial instruments are those which may be converted to cash within seven banking days at a price that closely matches the current valuation of the financial instrument on its market. This equivalent cash value must be available to the SICAV on maturity/expiration or exercise of the derivative instrument.

may be fully collateralised in securities issued or guaranteed by an eligible OECD Member State.

- (e) It should be capable of being fully enforced by the SICAV at any time without reference to or approval from the counterparty.

Subject to the abovementioned conditions, collateral received by the SICAV may consist of:

- (a) Cash and cash equivalents, including short-term bank certificates and Money Market Instruments;
- (b) Bonds issued or guaranteed by a Member State of the OECD or by their local public authorities or by supranational institutions and undertakings with EU, regional or worldwide scope;
- (c) Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent;
- (d) Shares or units issued by UCITS investing mainly in bonds/shares mentioned in (e) and (f) below;
- (e) Bonds issued or guaranteed by first class issuers offering adequate liquidity;
- (f) Shares admitted to or dealt in on a regulated market of a Member State of the EU or on a stock exchange of a Member State of the OECD, on the condition that these shares are included in a main index.

### ***Level of collateral required***

The level of collateral required across all OTC derivatives will be at least 100% of the exposure to the relevant counterparty. This will be achieved by applying the haircut policy set out below.

### ***Haircut policy***

Collateral will be valued on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the SICAV for each asset class based on its haircut policy. This policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets and, where applicable, the outcome of liquidity stress tests carried out by the SICAV under normal and exceptional liquidity conditions. No haircut will generally be applied to cash collateral.

In case of non-cash collateral, a haircut will be applied. The Investment Manager will only accept non-cash collateral which does not exhibit high price volatility. The non-cash collateral received on behalf of the SICAV will typically be government debts and supranational debt securities.

For non-cash collateral, a haircut of 1% to 8% will be applied as follows:

	<b>Remaining stated maturity of</b>	<b>Haircut applied</b>
	Not exceeding 1 year	1%
	1 to 5 years	3%

<b>Government debts and supranational debt securities</b>	5 to 10 years	4%
	10 to 20 years	7%
	20 to 30 years	8%

### ***Reinvestment of collateral***

Non-cash collateral received by the SICAV may not be sold, re-invested or pledged.

Cash collateral received by the SICAV can only be:

- (a) placed on deposit with credit institutions which have their registered office in an EU Member State or, if their registered office is located in a third-country, are subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;
- (b) invested in high-quality government bonds; and/or
- (c) money market instruments as defined in the above referred Grand-Ducal regulation.

Re-invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral as set out above.

The Sub-Fund may incur a loss in reinvesting the cash collateral it receives. Such a loss may arise due to a decline in the value of the investment made with cash collateral received. A decline in the value of such investment of the cash collateral would reduce the amount of collateral available to be returned by the Sub-Fund to the counterparty at the conclusion of the transaction. The Sub-Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Sub-Fund.

### ***Structured Finance Securities***

The SICAV may invest in Structured Finance Securities; however, when Sub-Funds invest in structured finance securities of the credit linked notes-type, this will be clearly indicated within the Sub-Fund's investment policy.

Structured finance securities include, but are not limited to, asset-backed securities, asset-backed commercial papers and portfolio credit-linked notes.

Asset-backed securities are securities that are backed by financial cash flows from a group of debt securities (current or future) or by other underlying assets that may or may not be fixed. Such assets may include, but are not limited to, mortgages on residential or commercial property, leases, credit card debts as well as personal or business loans. Asset-backed securities may be structured in various ways, either as a "true-sale" in which the underlying assets are transferred within an ad hoc structure that then issues the asset-backed securities or synthetically, in which the risk linked to underlying assets is transferred via derivative instruments to an ad hoc structure that issues the asset-backed securities.

Portfolio credit-linked notes are securities in which payment of the nominal amount and the interest is directly or indirectly linked to one or several managed or unmanaged portfolios of reference entities and/or assets ("reference credit"). Until a threshold credit event occurs in relation to a

reference credit (such as bankruptcy or payment default), a loss will be calculated (corresponding, for example, to the difference between the nominal value of an asset and its recovery value).

Asset-backed securities and portfolio credit-linked notes are usually issued in different tranches. Any losses occurring in regard to underlying assets or, depending on the case, calculated in relation to reference credits, are first assigned to the most junior tranches until the nominal amount of the securities is brought to zero, then it is assigned to the nominal amount of the next most junior tranche remaining and so on.

Consequently, in the scenario that (a) for asset-backed securities, the underlying assets do not produce the expected financial flows and/or (b) for portfolio credit-linked notes, one of the credit events defined occurs with regard to one or several underlying assets or reference credits, there may be an effect on the value of the related securities (that may be zero) and any amount paid on such securities (which may be zero). This may in turn affect the Net Asset Value per Share of the Sub-Fund. Moreover, the value of the structured finance securities and thus the Net Asset Value per Share of the Sub-Fund may, from time to time, be negatively affected by macro-economic factors, including for example unfavourable changes in the economic sector of the underlying assets or the reference credits (including the industrial, service, and real estate sectors), economic recession in the respective countries or global recession, as well as events linked to the inherent nature of the assets (thus, a loan to finance a project is exposed to risks related to the type of project).

The extent of such negative effects is thus linked to the geographic and sectoral concentrations of the underlying assets, and the type of underlying assets or reference credits. The degree to which a particular asset-backed security or a portfolio credit-linked note is affected by such events will depend on its issue tranche; the most junior tranches, even ones rated “investment grade”, may consequently be exposed to substantial risks.

Investments in structured finance securities may be more exposed to a greater liquidity risk than investing in government or corporate bonds. When a liquid market for these structured finance securities does not exist, such securities may only be traded for an amount lower than their nominal amount and not at the market value which may, subsequently affect the Net Asset Value per Share of the Sub-Fund.

## **POOLING AND CO-MANAGEMENT**

For the purpose of efficient management and in strict compliance with the investment policies of the Sub-Funds, the Management Company may with the consent of the Investment Manager decide that some or all of the assets of certain Sub-Funds be managed on a pooled basis. In this case, the assets from different Sub-Funds will be jointly managed using the aforementioned technique. Assets that are managed on a pooled basis will be referred to using the term “pool” in this section. These pools will only be used for internal management purposes. They will not constitute distinct legal entities and will not be directly accessible to Investors. Each co-managed Sub-Fund will have its own assets allocated to it.

When the assets of a Sub-Fund are managed using this technique, the assets initially attributable to each co-managed Sub-Fund will be determined according to the Sub-Fund’s initial participation in the pool. Thereafter, the composition of the assets will vary according to contributions or withdrawals made by the relevant Sub-Funds.

This apportionment system applies to each investment line of the pool. Additional investments made on behalf of the co-managed Sub-Funds will therefore be allocated to these Sub-Funds according to

their respective entitlements, while assets sold will be similarly deducted from the assets attributable to each of the co-managed Sub-Funds.

All banking transactions involved in the running of the co-managed Sub-Fund (dividends, interest, non-contractual fees, expenses) will be accounted for in the pool and reassigned for accounting to each of the co-managed Sub-Funds on a pro rata basis on the day the transactions are recorded (provisions for liabilities, bank recording of income and/or expenses). On the other hand, contractual fees (custody, administration and management fees, etc.) will be accounted for directly in the respective co-managed Sub-Funds.

The assets and liabilities attributable to each Sub-Fund will be identifiable at any given moment.

The pooling method will comply with the investment policy of each of the Sub-Funds concerned.

The Management Company may also authorise investment and management of all or any part of the portfolio of assets of the SICAV on a co-managed or cloned basis with assets belonging to other Luxembourg collective investment schemes, all subject to compliance with applicable regulations.

## **RISK MANAGEMENT PROCESS**

The Management Company will employ a risk-management process which enables it with the Investment Manager to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of each Sub-Fund. The SICAV or the Management Company or the Investment Manager will employ, if applicable, a process for accurate and independent assessment of the value of any OTC derivative instruments.

The Management Company makes sure that the overall risk associated with the derivative instruments does not exceed the total net value of its portfolio. Risks are calculated taking account of the current value of the underlying assets, the counterparty risk, foreseeable changes in the markets and the time available for liquidating the positions.

The counterparty risk associated with OTC derivative financial instruments is evaluated in accordance with the market value notwithstanding the necessity to use ad hoc price fixing models when the market price is not available.

## **RISK CONSIDERATIONS**

### ***General***

The following statements are intended to inform Investors of the uncertainties and risks associated with investments and transactions in equities, fixed income securities, currency instruments, derivatives and other similar instruments. Investors should remember that the price of Shares and any income from them may fall as well as rise and that Shareholders may not get back the full amount invested. Past performance is not necessarily a guide to future performance and Shares should be regarded as a medium to long-term investment. Where the currency of the relevant Sub-Fund varies from the Investor's home currency, or where the currency of the relevant Sub-Fund varies from the currencies of the markets in which the Sub-Fund invests, there is the prospect of additional loss (or the prospect of additional gain) to the Investor greater than the usual risks of investment.

The SICAV bears the general risks laid down below. However, each Sub-Fund is subject to specific risks, which the Board of Directors will seek to lower, as listed in the Appendices I and II.

### ***Equity Securities***

Investing in equity securities may offer a higher rate of return than other investments. However, the risks associated with investments in equity securities may also be higher, because the performance of equity securities depends upon factors which are difficult to predict. Such factors include the possibility of sudden or prolonged market declines and risks associated with individual companies. The fundamental risk associated with equity portfolio is the risk that the value of the investments it holds might decrease in value. Equity security value may fluctuate in response to the activities of an individual company or in response to general market and/or economic conditions. Historically, equity securities have provided greater long-term returns and have entailed greater short-term risks than other investment choices.

### ***Investment in Collective Investment Schemes***

Investment in collective investment schemes may embed a duplication of the fees and expenses charged to the SICAV, i.e. setting-up, filing and domiciliation costs, subscription, redemption or conversion fees, management fees, depositary bank fees and other service providers' fees. The accumulation of these costs may entail higher costs and expenses than would have been charged to the SICAV if the latter had invested directly. The SICAV will however seek to avoid any irrational multiplication of costs and expenses to be borne by Investors.

Also, the SICAV must ensure that its portfolios of targeted collective investment schemes present appropriate liquidity features to enable them to meet their obligation to redeem or repurchase their Shares. However, there is no guarantee that the market liquidity for such investments will always be sufficient to meet redemption requests as and when they are submitted. Any absence of liquidity may impact the liquidity of the SICAV's Shares and the value of its investments.

Furthermore, the Investment Manager seeks to monitor investments and trading activities of the collective investment undertakings in which the Sub-Funds may invest. However, investment decisions are made independently at the level of the underlying collective investment undertaking and are solely subject to the restrictions applicable to those underlying collective investment undertakings.

It is possible that some investment managers of the underlying collective investment undertakings will take positions in the same security or in issues of the same industry or country or in the same currency or commodity at the same time. Consequently, it is possible that one collective investment undertaking may purchase an instrument at the same time as another collective investment undertaking decides to sell it. There is no guarantee that the selection of the underlying collective investment undertaking will actually result in diversification of investment styles and that the positions taken by the underlying collective investment undertakings will always be consistent.

### ***Small and mid cap companies***

Shares in small and mid cap companies in terms of market capitalisation may be less liquid and more volatile than those of larger companies. Companies within these sectors of the market may include recently established entities which have relatively limited trading histories, in relation to which there is limited public information or entities engaged in new-to-market concepts which may



be speculative in nature. For these reasons these sectors may experience significant volatility and reduced liquidity which may result in the loss of Investor capital.

### ***Investment in Warrants***

Investors should be aware of, and prepared to accept, the greater volatility in the prices of warrants which may result in greater volatility in the price of the Shares. Thus, due to their nature, warrants may involve Shareholders in a greater degree of risk than conventional securities would do.

### ***Stock Market Volatility***

The net asset value of the SICAV will reflect the volatility of the stock market. Stock markets are volatile and can move significantly in response to the issuer, demand and supply, political, regulatory, market and economic developments.

### ***Issuer-Specific Risk***

The value of an individual security or particular type of security can be more volatile than the market as a whole and can perform differently from the value of the market as a whole.

### ***Interest Rate Risks***

The net asset value of the SICAV will change in response to fluctuations in interest rates. Generally, interest rate risk involves the risk that when interest rates decline, the market value of bonds tends to increase, and vice versa. The extent to which the price of a bond changes as the interest rates move may differ by the type of the debt securities.

### ***Market Risk***

Although it is intended that the portfolio of the SICAV will be diversified, the investments of the SICAV are subject to normal market fluctuations and to the risks inherent in investment in equities, fixed income securities, currency instruments, derivatives and other similar instruments. The prices of the Shares can go down as well as up and Investors may not be able to realise their investment objective. Although the Board of Directors will attempt to restrict the exposure of the SICAV to market movements, there is no guarantee that this strategy will be successful.

### ***Investment in financial derivative instruments***

A Sub-Fund can invest in financial derivative instruments as part of its strategy. Different financial derivative instruments involve different levels of exposure to risk, and entail high levels of debt. The attention of the Investors is in particular drawn to the following:

#### ***a) Futures***

Futures contracts carry an obligation to deliver or accept delivery of the underlying asset of the contract on a future date or, in certain cases, to settle the position of the Sub-Fund in cash.

Futures are standardised forwards traded on an organized exchange. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the Investor.

### ***b) Forwards***

A forward is a contract whereby two parties agree to exchange the underlying asset at a predetermined point in time in the future at a fixed price. The buyer agrees today to buy a certain asset in the future and the seller agrees to deliver that asset at that point in time.

Forward contracts, unlike futures contracts, are not traded on exchanges and are not standardised; rather banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward trading is substantially unregulated; there is no limitation on daily price movements. The principals who deal in the forward markets are not required to continue to make markets in the underlying asset they trade and these markets may experience periods of illiquidity, sometimes of significant duration. Disruptions can occur in any market traded by the Sub-Funds due to unusually high trading volume, political intervention or other factors. In respect of such trading, the Sub-Fund is subject to the risk of counterparty failure or the inability or refusal by a counterparty to perform with respect to such contracts. Market illiquidity or disruption could result in major losses to the Sub-Fund.

### ***c) Swaps***

In a standard swap transaction, two parties agree to exchange the returns (or differentials in rates of return) earned or realised on particular pre-determined investments or instruments.

Swaps contracts can be individually traded and structured to include exposure to different types of investment or market factors. Depending on their structure, these swap operations can increase or decrease the exposure of the Sub-Fund to strategies, shares, short- or long-term interest rates, foreign currency values, borrowing rates or other factors. Swaps can be of different forms, and are known under different names; they can increase or decrease the overall volatility of the Sub-Fund, depending on how they are used. The main factor that determines the performance of a swap contract is the movement in the price of the underlying investment, specific interest rates, currencies and other factors used to calculate the payment due by and to the counterparty. If a swap contract requires payment by the Sub-Fund, the latter must at all times be able to honour said payment. Moreover, if the counterparty loses its creditworthiness, the value of the swap contract entered into with this counterparty can be expected to fall, entailing potential losses for the Sub-Fund.

### ***d) Credit Default Swaps***

The market for Credit Default Swaps (CDS) is sometimes less liquid than the market for the underlying securities of the benchmark entity of the CDS. This can also result in greater volatility under unfavourable market conditions in which the difference in spreads on the CDS can be greater than that in spreads on bonds of the benchmark entity. A Sub-Fund that invests in credit default swaps must at all times be prepared to cater for redemption requests. CDS are valued at regular intervals using verifiable and transparent valuation methods audited by the SICAV's approved statutory auditor.

### ***e) Options***

An option is a contract that gives the buyer the right, but not the obligation, to buy (call) or sell (put) the underlying asset at or within a certain point in time in the futures at a pre-determined price (strike price) against the payment of a premium, which represent the maximum loss for the buyer of an option. Options can allow the fund manager to cost-effectively be able to restrict downsides while

enjoying the full upside of a stock, financial index, etc. Long positions in option may be taken to provide insurance against adverse movements in the underlying.

Short position may also be taken to enhance total returns and generate income for the Sub-Fund via premium received. The writing and purchase of options is a specialised activity which can involve substantial risks. If the Investment Manager is incorrect in its expectation of changes in the market prices or determination of the correlation between the instruments or indices on which the options are written or purchased and the instruments in a Sub-Fund's investment portfolio, the Sub-Fund may incur losses that it would not otherwise incur.

***f) Contracts for differences***

A Contract for Difference (CFD) is a contract between two parties that allows them to gain exposure to the economic performance and cash flows of a security without the need for actually buying or selling the security. The two parties agree that the seller will pay the buyer the difference in price after a certain period of time if the designated security's price increases, and the buyer will in return pay the seller the difference in price if the security's price decreases. It is linked to the underlying security price. Consequently, no right is acquired or obligation incurred relating to the underlying share.

They are highly leveraged instruments and for a small deposit, it is possible for a Sub-Fund to hold a position much greater than would be possible with a traditional investment. In case of substantial and adverse market movements, the potential exists to lose all of the money originally deposited and to remain liable to pay additional funds immediately to maintain the margin requirement.

***g) OTC transactions***

While certain over-the-counter markets are very liquid, OTC and non-negotiable derivatives transactions can be more risky than investment in financial derivative instruments dealt in on a Regulated Market due to the absence of a market on which the position can be resolved. It may be impossible to settle an existing position, evaluate a position resulting from an over-the-counter transaction or measure exposure to risk. Purchase and sale prices are not necessarily listed, and those that are listed are set by brokers specialised in this type of product. Therefore, it can be difficult to determine their fair value.

***h) Potential Losses***

Potential losses can arise when the Sub-Fund makes a series of payments to pay the purchase price, rather than paying the full purchase price immediately. If the Sub-Fund enters into futures contracts or contracts for differences or sells options, it is exposed to the loss of the whole margin it has deposited with the broker in order to establish or maintain the relevant position. If the market performs in a way that is unfavourable for the Sub-Fund, the Sub-Fund may be required to pay a large additional margin with a relatively short notice period in order to maintain the position. If it cannot pay said margin within the specified time frame its position will be liquidated at a loss, in which case it will have to pay the resulting debtor balance. Even when a transaction is not subject to a margin call, it can nevertheless include the obligation to settle other payments under certain circumstances in addition to amounts paid upon the conclusion of the contract. Transactions involving potential losses that are not traded on a recognised or designated market or in accordance with the rules set on this market can expose the Sub-Fund to significantly higher losses.

***i) Suspension of operations***

Under certain market conditions, it can be difficult, even impossible, to liquidate a position. This can be true in particular in the event of a rapid change in price if prices rise or fall during a session of trading to a level that results in a suspension or restriction of trading by virtue of rules governing the market concerned. The fact that it comes with a stop-loss order will not always limit losses to the amounts anticipated, since market conditions could render the execution of such an order impossible at the given price.

***j) Protection provided by clearing houses***

In most markets, the performance of a transaction carried out by a broker (or the third party with whom it negotiates on behalf of the Sub-Fund) is "guaranteed" by the market or its clearing house. Often, however, this guarantee is not enough to cover the Sub-Fund, in particular when the broker or another party fails to meet its obligations towards the Sub-Fund. There is no clearing house for traditional options, nor in principle for OTC instruments that are not traded in accordance with the rules established in a recognised or designated market.

***k) Insolvency***

The bankruptcy or insolvency of a financial derivative instruments broker, or any broker involved in the transactions of the Sub-Fund, can result in the liquidation of positions without the consent of the Sub-Fund. Under certain circumstances, the Sub-Fund may not be able to recover assets it has submitted as a guarantee and may be required to accept a cash settlement.

***Commodities***

Commodities, to which some of the Sub-Funds may be solely exposed through the use of financial derivative instruments and, more specifically, financial indices, are assets that have tangible properties, such as oil, metals, and agricultural products. An exposure to commodities as per the foregoing may not be suitable for all Investors. Commodities and commodity-linked securities and derivatives may be subject to heightened risks and may be affected by overall market movements, changes in interest rates, and other factors such as weather, disease, embargoes, and international economic, regulatory and political developments, as well as the trading activity of speculators and arbitrageurs in the underlying. The commodity markets (including the markets for commodity-linked securities and derivatives) may be subject to a degree of volatility that may prove higher than in equity or bond markets due to their sensitivity to the development of commodity prices and their substantial exposure to emerging markets.

***Hedging***

Shares can be issued in Classes of Shares denominated in currencies other than the reference currency. The shares in these Classes of Shares may be hedged against the reference currency of the relevant Sub-Fund. To obtain this coverage swaps, futures contracts, forward exchange contracts, options and other financial derivative instruments transactions may be used in order to protect the value of the currency of the shares covered against the reference currency of the Sub-Fund. The results of this coverage will be reflected in the Net Asset Value of the concerned shares. All costs relating to this type of operation will be borne by the shares hedged, and will therefore have an impact on the performance of these shares. While hedging operations can protect Investors against a depreciation of the reference currency of the Sub-Fund against the hedged currency, they can also deprive them of the benefit of an appreciation of the reference currency of the Sub-Fund.

There can be no guarantee that such hedging activity will be successful and may result in mismatches between the currency position of the Sub-Fund and the hedged Class of Shares. In addition, hedged Classes of Shares in non-major currencies may be affected by the fact that the capacity of the relevant currency may be limited, which could further affect the volatility of the hedged Class of Shares.

### ***Ownership of foreign transferable securities***

Transferable Securities held through a local correspondent, clearing/settlement system or broker may not be as well protected as those held in Luxembourg. In particular, losses can arise due to the insolvency of the local correspondent, clearing/settlement system or broker. In certain markets, it can be impossible to distinguish or identify the transferable securities of a beneficiary or practices can differ from those employed in more developed markets.

### ***Speculative Securities***

Some Sub-Funds are authorised to invest in Speculative Securities. Investment in these securities is accompanied by greater volatility than investment in securities whose quality is above the Investment Grade, and more likely to result in the loss of principal and income.

### ***Convertible Securities Risk***

Convertible securities are bonds, debentures, notes, preferred stocks or other securities that may be converted into or exchanged for a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula. A convertible security 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 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. The value of a convertible security is a function of its "investment value" (determined by its yield in comparison with the yields of other securities of comparable maturity and quality that do not have a conversion privilege) and its "conversion value" (the security's worth, at market value, if converted into the underlying common stock). A convertible security generally will sell at a premium over its conversion value by the extent to which Investors place value on the right to acquire the underlying common stock while holding a fixed-income security. Generally, the amount of the premium decreases as the convertible security approaches maturity. A convertible security may be subject to redemption at the option of the issuer at a price established in the convertible security's governing instrument. If a convertible security held by a Sub-Fund is called for redemption, the Sub-Fund will be required to permit the issuer 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 the Sub-Fund.

### ***Investments in Contingent Convertible Bonds***

Certain Sub-Funds may invest in Contingent Convertible Bonds (**CoCos**). Under the terms of a Contingent Convertible Bond, certain triggering events, including events under the control of the management of the Contingent Convertible Bond's issuer, could cause the permanent write-down to zero of principal investment and/or accrued interest (as further described below), or a conversion to equity. These triggering events may include (i) a deduction in the issuing bank's Core Tier

1/Common Equity Tier 1 (CT1/CET1) ratio (or other capital ratios) below a pre-set limit, (ii) a regulatory authority, at any time, making a subjective determination that an institution is “nonviable”, i.e., a determination that the issuing bank requires public sector support in order to prevent the issuer from becoming insolvent, bankrupt, unable to pay a material part of its debts as they fall due or otherwise carry on its business and requiring or causing the conversion of the Contingent Convertibles Bonds into equity in circumstances that are beyond the control of the issuer or (iii) a national authority deciding to inject capital.

The attention of investors investing in Sub-Funds that are allowed to invest in Contingent Convertibles Bonds is drawn to the following risks linked to an investment in this type of instruments.

#### *Conversion risk*

Investment in Contingent Convertible Bonds may result in material losses based on certain trigger events. The existence of these trigger events creates a different type of risk from traditional bonds and may more likely result in a partial or total loss of value or alternatively they may be converted into shares of the issuing company which may also have suffered a loss in value.

#### *Write-down risk*

Investments in CoCos may result in Investors losing some or all of their investments, should such CoCos undergo a write-down.

#### *Coupon cancellation*

For Additional Tier 1 (AT1) Contingent Convertible Bonds, coupons may be cancelled in a going concern situation. Coupon payments on such Contingent Convertible Bonds are entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time. The cancellation of coupon payments on AT1 Contingent Convertible Bonds does not amount to an event of default. Cancelled payments do not accumulate and are instead written off. This significantly increases uncertainty in the valuation of these Contingent Convertible Bonds and may lead to mispricing of risk.

#### *Capital structure inversion risk*

Contrary to classic capital hierarchy, holders of Contingent Convertible Bonds may suffer a loss of capital when equity holders do not. In certain scenarios, holders of Contingent Convertible Bonds will suffer losses ahead of equity holders. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

#### *Call extension risk*

Most Contingent Convertible Bonds are issued as perpetual instruments, callable at pre-determined levels only with the approval of the competent authority. It cannot be assumed that the perpetual Contingent Convertible Bonds will be called on call date. Perpetual Contingent Convertible Bonds are a form of permanent capital. The investor may not receive return of principal if expected on call date or indeed at any date.

#### *Unknown risk*

The structure of Contingent Convertible Bonds is innovative yet untested. In a stressed environment, when the underlying features of these instruments will be put to the test, it is uncertain how they will perform. In the event a single issuer activates a trigger or suspends coupons, will the market view the issue as an idiosyncratic event or systemic? In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore in an illiquid market, price formation may be increasingly stressed.

#### *Sector concentration risk*

Contingent Convertible Bonds are issued by banking/insurance institutions. If a Sub-Fund invests significantly in Contingent Convertible Bonds its performance will depend to a greater extent on the overall condition of the financial services industry than a Sub-Fund following a more diversified strategy.

#### *Liquidity risk*

In certain circumstances finding a ready buyer for Contingent Convertible Bonds may be difficult and the seller may have to accept a significant discount to the expected value of the bond in order to sell it.

#### ***Risk arising from investments in emerging countries and developing markets***

The emerging markets in which certain Sub-Funds may invest only have a legal, judicial and regulatory framework that is under construction and great legal insecurity persists for local market operators and their foreign counterparts. Certain markets carry within them considerable risks for Investors, who as a result should ensure that they are aware of these risks before investing and that the investment contemplated is in fact suitable for them.

Such risks may include (i) increased risk of nationalisation, expropriation of assets, forced mergers of companies, creation of government monopolies, confiscatory taxation or price controls; (ii) greater social, economic and political uncertainty, including war; (iii) higher dependence on exports and the corresponding importance of international trade; (iv) greater volatility, less liquidity, low trading volumes and smaller capitalisation of securities markets; (v) greater volatility in currency exchange rates; (vi) greater risk of inflation; (vii) greater controls on foreign investment and limitations on repatriation of invested capital and on the ability to exchange local currencies for any major currency and/or restriction on the buying or selling by foreign investors; (viii) increased likelihood of governmental decisions to cease support of economic reform programmes or to impose centrally planned economies; (ix) differences in accounting, auditing and financial reporting standards, methods, practices and disclosures which may result in the unavailability or incompleteness or tardiness of material information about issuers; (x) less extensive regulation of the securities markets; (xi) longer settlement periods for securities transactions and less reliable clearance and custody arrangements; (xii) less protection through registration of assets (xiii) less developed corporate laws regarding fiduciary duties of officers and directors and protection of Shareholders and (xiv) possibility of additional taxation.

#### ***Investments in Russia and the CIS***

There are significant risks inherent to investment in Russia and the CIS that include: (a) Delays in the settlement of transactions and the risk of losses resulting from systems for the registration and custody of securities; (b) the lack of provisions in terms of corporate governance and rules and

regulations relating to investor protection; (c) omnipresent corruption, insider trading and criminality in the economic systems of Russia and the CIS; (d) difficulties associated with obtaining precise market values of shares in numerous companies in Russia and the CIS, in part due to the limited volume of information available to the public; (e) tax regulations are ambiguous and obscure, and there is a risk of being subject to arbitrary or heavy taxes; (f) the overall financial situation of Russian companies and companies from the CIS, which can mean particularly large volumes of debt between companies; (g) banks and other financial systems are not well-developed or regulated and, therefore, tend not to be tested and have low credit ratings; and (h) the risk that the governments of Russia and member states of the CIS or other executive or legislative bodies can decide to withdraw support for economic reform programs in place since the fall of the Soviet Union.

As a rule, the concept of fiduciary duty among company managers does not exist. Local laws and regulations cannot prevent or limit a major amendment to the structure of a company by its managers without the consent of its Shareholders. Recourse to the courts for foreign investors in the event of a breach of local laws, regulations or contracts cannot be guaranteed. Regulations governing investments in transferable securities may not exist, or may be applied in an arbitrary and inconsistent manner.

In a number of cases, proof of legal claim will be kept in the form of a deed and a Sub-Fund could lose the record of ownership of its securities as a result of fraud, negligence or even omission. In Russia and the CIS, securities are issued only in the form of a deed and records of ownership are kept by registrars who are under contract with the issuers. Register agents are not agents of the SICAV, the Depository or their local agents in Russia or the CIS, and are not of their responsibility. Assignees have no right of ownership to the securities, since their names do not appear in the register of owners of securities of the issuer. Laws and practices relating to the registration of holders of securities are not well-developed in Russia and the CIS, and the registration of securities can be delayed or not occur at all. Although delegation custodians in Russia and the CIS retain copies of the records of the register agent (the "Records") in their premises, these records may not, however, be sufficient in a legal sense to establish ownership of securities. Moreover, a large number of securities, records and other forged and fraudulent documents are in circulation in the markets of Russia and the CIS and, as a result, there is a significant risk that the purchases of a Sub-Fund may be settled by these forged or fraudulent securities. As it is the case with other emerging markets, Russia and the CIS do not have a central point of reference for the issue or publication of information on company shares. Consequently, the Depository Bank cannot guarantee the exhaustiveness or speed of dissemination of communications in relation to company shares.

### ***Political and/or Regulatory Risks***

The value of the SICAV's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to Investors as would generally apply in major securities markets.

The SICAV is domiciled in Luxembourg and Investors should note that all the regulatory protections provided by their local regulatory authorities may not apply. Investors should consult their financial or other professional adviser for further information in this area.



### ***Funds Investing in Lower Rated, Higher Yielding Debt Securities***

The Sub-Funds may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate Investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities. Accordingly, an investment in these Sub-Funds is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

### ***Market and Settlement Risks***

The securities markets in some countries lack the liquidity, efficiency and regulatory and supervisory controls of more developed markets.

The absence of reliable pricing information in a particular security held by a Sub-Fund may make it difficult to assess reliably the market value of assets.

The share register may not be properly maintained and the ownership or interest may not be (or remain) fully protected.

Registration of securities may be subject to delay and during the period of delay it may be difficult to prove beneficial ownership of the securities.

The provision for custody of assets may be less developed than in other more mature markets and thus provides an additional level of risk for the Sub-Funds.

Settlement procedures may be less developed and still be in physical as well as in dematerialised form.

### ***Foreign Exchange/Currency Risk***

Although Shares in the SICAV may be denominated in a particular currency, the SICAV may invest its assets in securities denominated in a wide range of currencies, some of which may not be freely convertible. The Net Asset Value of the SICAV as expressed in its base currency will fluctuate in accordance with the changes in the foreign exchange rate between that currency and the currencies in which the SICAV's investments are denominated. The SICAV may therefore be exposed to a number of risks as follows:

Conversion into foreign currency or transfer from some markets of proceeds received from the sale of securities cannot be guaranteed.

The value of the currency in some markets, in relation to other currencies, may decline such that the value of the investment is adversely affected.

Exchange rate fluctuations may also occur between the trade date for a transaction and the date on which the currency is acquired to meet settlement obligations.

It may not be possible or practicable to hedge against the consequent foreign exchange/currency risk exposure.

### ***Execution and Counterparty Risk***

The SICAV may be subject to the risk of the inability of the counterparty, or any other entities, in or with which an investment or transaction is made, to perform in respect of undertaken transactions, whether due to insolvency, bankruptcy or other causes.

In some markets there may be no secure method of delivery against payment which would minimise the exposure to counterparty risk. It may be necessary to make payment on a purchase or delivery on a sale before receipt of the securities or, as the case may be, sale proceeds.

### ***Illiquidity/Suspension of Share dealings***

Some Sub-Funds may face temporary illiquidity situations due to parameters such as market activity, small volumes of investments or difficulties in the pricing of underlying investments.

Under certain exceptional circumstances, such as unusual market conditions, an unusual volume of repurchase requests or other, illiquidity situations may lead the SICAV to suspend or defer the redemption or conversion of Shares.

### ***Custody Risk***

Local custody services in some of the market countries in which the SICAV may invest may not be the same as those in more developed market countries and there is a transaction and custody risk involved in dealing in such markets.

### ***Taxation***

Potential Investors' attention is drawn to the taxation risks associated with investing in the SICAV. Further details relating to the Luxembourg tax legislation are given under the heading "Tax Aspects" in the main part of the prospectus. However, nothing in this Prospectus may be construed any tax advice and Investors should consult their own professional advisers regarding any tax issues in the context of any contemplated investment in the SICAV.

## **REGULATORY INFORMATION**

### ***Conflicts of Interest***

The Management Company, the Investment Manager(s), the Depositary and their respective affiliates, directors, officers and shareholders (collectively the “Parties”) are or may be involved in other financial, investment and professional activities which may cause conflict of interest with the management and administration of the SICAV. These include the management of other collective investment schemes, purchase and sale of securities, brokerage services, custody and safekeeping services and serving as directors, officers, advisors, distributors or agents of other collective investment schemes or other companies, including companies and investment funds in which the SICAV may invest.

The Management Company, the Investment Manager(s) or certain affiliate companies of these services providers, may be remunerated by the Investment Managers, distributors or sponsors of investment funds, in which the Sub-Funds invest, for the access by such portfolio managers, distributors or sponsors of investment funds to the infrastructure and networks established by the Management Company, the Investment Manager(s) or certain affiliate companies of these services providers.

The Shareholders should be aware that the terms of the placing arrangements with such trading portfolio managers may provide, in pertinent part, for the payment of fees up to a significant portion of an investment manager's total management and performance-based fees or of a portion of the brokerage commissions generated by the underlying investment funds, calculated by reference to the amounts invested in such underlying investment funds through the Management Company, the Investment Manager(s) or affiliate companies of these services providers. Although such arrangements, when they exist, may create potential conflicts of interest for the Management Company, the Investment Manager(s) between their duties to select portfolio managers based solely on their merits and its interest in assuring revenue in the context of the placing arrangements if this issue is not properly dealt with, the Shareholders should note that the Management Company, the Investment Manager(s) shall at all time (i) act in the best interest of the SICAV in the due diligence process carried out prior to the selection of any relevant target investment and (ii) ensure that all investment/disinvestment recommendations in the management of the assets of the SICAV are never influenced or affected by any of the terms of such placing arrangements.

Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have. In the event that a conflict of interest does arise, the Board of Directors and the relevant Parties shall endeavour to ensure that it is resolved fairly within reasonable time and in the interest of the Shareholders of the SICAV.

### ***Complaints Handling***

Investors of each Sub-Fund of the SICAV may file complaints free of charge with the Management Company. The complaints handling procedure is available free of charge upon request to the Management Company.

### ***Exercise of Voting Rights***

The Management Company has adopted a voting rights strategy in respect of the Sub-Funds' assets. A summary description of the policy, as well as the details of the actions taken under such policy, is available to Investors upon request to the Management Company.

### ***Best Execution***

The Management Company ensures that a best execution policy is adopted in order to obtain the best possible result when executing orders or passing orders for execution on behalf of the SICAV. Investors may obtain information on the best execution policy from the Management Company or the Investment Manager upon request.

## APPENDIX I

### A. General provisions applicable to each Sub-Fund's investment policy

Each Sub-Fund's investment objective and investment policy is defined in part B of this appendix I.

When using "main investments" or "mainly invest" in a particular asset or financial instrument means that a Sub-Fund must invest at least 50% of its net assets in the concerned type of asset or financial instrument.

The remaining assets may be invested in any other eligible assets and financial instruments.

For hedging and for any other purposes, within the limits set out in the investment restrictions in the main body of the Prospectus, a Sub-Fund may use all types of financial derivative instruments traded on a regulated market and/or over the counter (**OTC**), provided they are contracted with leading financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instruments such as but not limited to warrants, futures, options, swaps (including but not limited to contracts for difference, credit default swaps (but excluding TRS)) and forwards on any underlying in line with the Law of 2010 as well as the investment policy of the Sub-Fund, including but not limited to currencies (including non delivery forwards), interest rates, transferable securities, basket of transferable securities, indices (including but not limited to commodities, precious metals or volatility indices), UCIs.

A Sub-Fund can invest in structured products, such as but not limited to notes, certificates or any other transferable securities whose returns are correlated with changes in, among others, an index selected in accordance with the article 9 of the grand-ducal regulation dated 8 February 2008 (the "Grand-Ducal Regulation") (including indices on volatility, commodities, precious metals, etc), currencies, exchange rates, transferable securities or a basket of transferable securities or an UCI, at all times in compliance with the Grand-Ducal Regulation.

In compliance with the Grand-Ducal Regulation, a Sub-Fund may also invest in structured products without embedded derivatives, correlated with changes in commodities (including precious metals) with cash settlement and in gold through ETFS.

The investments made by a Sub-Fund in Russia, other than those which are listed on the Moscow Interbank Currency Exchange (MICEX) and on the Russian Trading System (RTS) (which are recognized as regulated markets), combined with investments that are made in other assets as referred in item A §2 1) of investment restrictions in the main body of the Prospectus shall not exceed 10% of the net assets of the Sub-Fund.

#### ***Asset-backed securities and mortgage-backed securities***

Certain Sub-Funds can invest in asset-backed securities (ABS), including mortgage-backed securities (MBS), which are debt securities guaranteed by a pool of assets or cash flow generated by a pool of specific underlying assets. ABS and MBS can be illiquid and, therefore, highly volatile. Unless otherwise provided for a Sub-Fund, ABS and/or MBS will not account for more than 10% of the Net Asset Value of a Sub-Fund.

## **B. Sub-Funds in operation**

### **WEISSHORN FUNDS UCITS – BALANCED**

#### **Objectives**

The investment objective of the Sub-Fund is to seek long-term capital growth and income by investing in equities, fixed/floating income instruments, Money Market Instruments, cash equivalents, collective investment schemes pursuing traditional strategies and to a lesser extent alternative strategies UCITS eligible funds.

The Sub-Fund is actively managed. The Sub-Fund has no benchmark index and is not managed in reference to a benchmark index.

#### **Investment Policy**

In order to reach its objective, the Sub-Fund will mainly invest in equity and equity related securities (preferred shares, ADR, GDR,...), in debt instruments (government bonds, short/long maturity bonds, fixed/variable rate securities, senior/subordinated debt, inflation-linked securities, investment grade/high yield bonds, convertible or reverse convertible bonds, financial/corporate debt), Money Market Instruments and cash equivalents. Preferred shares means company stocks generally with dividends that are paid to shareholders before common stock dividends are paid out. In the event of a company bankruptcy, shareholders of preferred shares have a right to be paid company assets first. Preferred shares typically pay a fixed dividend, whereas common stocks do not. And unlike common shareholders, shareholders of preferred shares usually do not have voting rights.

These investments may be obtained:

- directly in the securities/asset classes mentioned above; and/or
- in UCIs having as main objective to invest in the above-mentioned asset classes.

The choice of investments will neither be limited by geographical area (including emerging markets), an economic sector, nor in a particular asset class, nor in currencies in which investments will be denominated. However, depending on financial market conditions, a particular focus can be placed in a single country and/or in a single economic sector and/or single asset class and/or in a single currency.

On an Ancillary basis, the Sub-Fund may invest in UCIs.. The Sub-Fund may also invest in deposits and Money Market Instruments for treasury management purposes.

The Sub-Fund may also hold cash (deposits at sight) on an Ancillary basis, which under normal market conditions, will not represent more than 20% of the net assets of the Sub-Fund.

To a lesser extent the Sub-Fund may invest:

- in structured products, such as but not limited to notes, certificates, any other transferable securities whose returns are correlated with changes in, among others, equities, debts, basket of transferable securities, eligible financial indices, currency at all times in compliance with the Grand-Ducal Regulation and as further described under section A of Appendix I. In compliance with the Grand-Ducal Regulation of 8 February 2008, the Sub-Fund may also

- invest up to 10% of its net assets, in structured products without embedded derivatives, correlated with changes in commodities (including precious metals) with cash settlement. Those investments may not be used to elude the investment policy of the Compartment.;
- in UCITS eligible funds with alternative strategies (“equity long/short”, “equity hedge”, “relative value”, “global macro”, “event driven”, ...).

All investments will be made in accordance with the provision set out under article 41 of the Law of 2010.

However, the Sub-Fund may invest directly in the assets listed below, subject to the following limits:

- Debt securities or issuers may have credit rating of all types (investment grade, high yield and unrated) except distressed or defaulted issuers. Credit ratings referred above are those measured by any leading credit rating agencies or with quality considered as equivalent by the Investment Manager. In case of dual official rating, the higher rating shall apply.
- The Investment Manager does not intend to invest in contingent convertible bonds.
- Total investments in funds will represent less than 50% of the net assets.
- Total equity exposure coming from direct investments or from UCIs with as main investment objective in their issue document to invest in equity will not exceed 50% of the net assets.

The Sub-Fund will not make use of SFTs nor TRS.

If the Investment Manager considers this to be in the best interest of the Shareholders, on a temporary basis and for defensive purposes, the Sub-Fund may also hold, up to 100% of its net assets, in liquidities, such as cash deposits, money market UCIs and Money Market Instruments, treasury bills and other short-term sovereign securities.

For hedging and for investment purposes, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or over the counter (**OTC**), provided they are contracted with leading financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instruments such as but not limited to warrants, futures, options, swaps and forwards on any underlying in line with the Law of 2010 as well as the investment policy of the Sub-Fund, including but not limited to, currencies, interest rates, transferable securities, basket of transferable securities, eligible indices, UCIs.

Nevertheless, in normal market conditions, the Investment Manager intends to use options, warrants, futures offering an exposure to transferable securities, debt, interest rates, eligible financial indices, basket of transferable securities, currency and/or forward foreign exchange contracts.

For the purpose of the Taxonomy Regulation, the investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

### **Global risk exposure**

The Sub-Fund’s global risk exposure is monitored by using the commitment approach. The Sub-Fund may ensure that its total commitment arising from financial derivative instruments, for purposes other than hedging, does not exceed 100% of its net assets.

### **Risk Factors**

The Sub-Fund is subject to the specific risks linked to investments in equity securities as well as to market volatility linked to the investment in financial derivative instruments. For full details of the

risks applicable to investing in this Sub-Fund, Shareholders are advised to refer to “Risk Considerations” in the Prospectus.

### **Risk Management applicable to WEISSHORN FUNDS UCITS –BALANCED**

In accordance with the Law of 2010 and the applicable regulations, in particular CSSF Circular 11/512, the Sub-Fund uses a risk-management process which enables it to assess the exposure of the Sub-Fund to market, liquidity and counterparty risks and to all other risks, including operational risks, which are material for the Sub-Fund.

As part of the risk management process, the Sub-Fund uses the commitment approach to monitor and measure the global risk exposure. This approach measures the global exposure related to positions on financial derivative instruments (**FDIs**) which may not exceed the total net value of the portfolio of the Sub-Fund.

### **Performance History**

Investors wishing to have specific details as to the performance of the Sub-Fund should refer to the KIID of the Sub-Fund. In this connection, Investors should note that past performance is not necessarily a guide to future performance. Investors may not get back the full amount invested, as prices of shares and the income from them may fall as well as rise.

### **Dividend Policy**

Although it is not anticipated that distribution of dividend will take place in relation to shares of this Sub-Fund, the Board of Directors reserves the right to decide interim dividend distributions in compliance with applicable law and/or to propose to the general meeting of Shareholders that dividends or other distributions be paid once a year.

### **Share Classes**

Class EUR: denominated in EUR, capitalizing share class, with a minimum initial subscription of EUR 5,000. Class EUR is available to all types of investors.

Class USD: denominated in USD and hedged back to EUR, capitalizing share class, with a minimum initial subscription of USD 5,000. Class USD is available to all types of investors.

Class CHF: denominated in CHF and hedged back to EUR, capitalizing share class, with a minimum initial subscription of CHF 5,000. Class CHF is available to all types of investors.

### **Reference currency**

The reference currency is EUR.

The share class USD aims to hedge to a large extent the exchange risk USD/EUR.  
The share class CHF aims to hedge to a large extent the exchange risk CHF/EUR.

### **Frequency of calculation of NAV**

On each Business Day.



**Cut-off time and settlement deadline**

By way of derogation from section “Redemption of Shares” of the main body of the prospectus of the SICAV, redemption proceeds will be paid within 5 Business Days following the relevant Valuation Day.

Cut-off	<p>Subscription: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day</p> <p>Redemption: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p> <p>Conversion: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p>
Valuation Day (pricing day)	The Business Day preceding the Calculation Day.
Calculation Day	Daily, the Business Day following the Valuation Day (pricing day).
Settlement Day	<p>Subscription: within two Business Days following the relevant Valuation Day.</p> <p>Redemption: within five Business Days following the relevant Valuation Day.</p>

**Management fee specific to this Sub-Fund**

1.30% in respect of all Classes of Shares.

**Other fees applicable to all Classes of Shares**

Subscription fees paid to intermediaries	up to 1 %
Redemption fees	N/A

## **WEISSHORN FUNDS UCITS – GLOBAL BONDS**

### **Objectives**

The investment objective of the Sub-Fund is to seek long-term capital growth and income by investing in debt portfolios of fixed/floating income instruments, Money Market Instruments, cash and cash equivalents and UCIs pursuing traditional strategies and to a lesser extent alternative strategies UCITS eligible funds.

The Investment Manager will select debt securities or issuers to build a portfolio with an overall average credit quality of investment grade.

The Sub-Fund is actively managed. The Sub-Fund has no benchmark index and is not managed in reference to a benchmark index.

### **Investment Policy**

In order to reach its objective, the Sub-Fund will mainly invest in debt instruments (public and corporate issuers, short/long maturity bonds, fixed/variable rate securities, senior/subordinated debt, inflation-linked securities, perpetual bonds, investment grade/high yield bonds, convertible bonds), Money Market Instruments, cash and cash equivalents.

These investments may be obtained:

- directly in the securities/asset classes mentioned above; and/or
- in UCIs having as main objective to invest in the above-mentioned asset classes.

The Sub-Fund may invest directly in the assets listed below, subject to the following limits:

- Up to 50% of the net assets in non-investment grade debt securities or issuers. The Investment Manager will not consider instruments with a credit quality below "highly speculative". Credit ratings referred above are those measured by any leading credit rating agencies or with quality considered as equivalent by the Investment Manager in the absence of any official rating. In case of dual official rating, the higher rating shall apply.
- The Investment Manager may invest in RT1 (restricted Tier 1), Coko (contingent convertible bonds) & AT1 (additional Tier 1) for up to 10% of the net assets. Total investments in funds will represent less than 50% of the net assets. Within this limit, alternative strategies UCITS eligible funds will not exceed 10% of the net assets.

The choice of investments will neither be limited by geographical area (including emerging markets), an economic sector, nor in a particular asset class, nor in currencies in which investments will be denominated. However, depending on financial market conditions, a particular focus can be placed in a single country and/or in a single economic sector and/or single asset class and/or in a single currency.

On an Ancillary basis, the Sub-Fund may invest in equity and equity related securities and UCIs. The Sub-Fund may also invest in deposits and Money Market Instruments for treasury management purposes.

The Sub-Fund may also hold cash (deposits at sight) on Ancillary basis, which under normal market conditions, will not represent more than 20% of the net assets of the Sub-Fund.

To a lesser extent, the Sub-Fund may invest in:

- structured products, such as but not limited to notes, certificates, any other transferable securities whose returns are correlated with changes in, among others, debts, basket of transferable securities, eligible financial indices, currency at all times in compliance with the grand-ducal regulation of 8 February 2008 and as further described under section A of Appendix I; and
- UCITS eligible funds with alternative strategies (“equity long/short”, “equity hedge”, “relative value”, “global macro”, “event driven”, ...).

The Sub-Fund will not make use of SFTs nor TRS.

All investments will be made in accordance with the provision set out under article 41 of the Law of 2010.

If the Investment Manager considers this to be in the best interest of the Shareholders, on a temporary basis and for defensive purposes, the Sub-Fund may also hold, up to 100% of its net assets in liquidities, such as cash deposits, money market UCIs and Money Market Instruments.

For hedging and for investment purposes, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or over the counter (**OTC**), provided they are contracted with leading financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instruments such as but not limited to warrants, futures, options, swaps and forwards on any underlying in line with the Law of 2010 as well as the investment policy of the Sub-Fund, including but not limited to, currencies, interest rates, transferable securities, basket of transferable securities, eligible indices, UCIs.

Nevertheless, in normal market conditions, the Investment Manager intends to use options, warrants, futures offering an exposure to transferable securities, debt, interest rates, eligible financial indices, basket of transferable securities, currency and/or forward foreign exchange contracts.

For the purpose of the Taxonomy Regulation, the investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

### **Global risk exposure**

The Sub-Fund’s global risk exposure is monitored by using the commitment approach. The Sub-Fund may ensure that its total commitment arising from financial derivative instruments, for purposes other than hedging, does not exceed 100% of its net assets.

### **Risk Factors**

The Sub-Fund is subject to the specific risks linked to investments in fixed income securities as well as to market volatility linked to the investment in financial derivative instruments. For full details of the risks applicable to investing in this Sub-Fund, Shareholders are advised to refer to “Risk Considerations” in the Prospectus and, in particular to the risk factor headed “*Funds Investing in Lower Rated, Higher Yielding Debt Securities*”.

### **Risk Management applicable to WEISSHORN FUNDS UCITS – GLOBAL BONDS**

In accordance with the Law of 2010 and the applicable regulations, in particular CSSF Circular 11/512, the Sub-Fund uses a risk-management process which enables it to assess the exposure of the Sub-Fund to market, liquidity and counterparty risks and to all other risks, including operational risks, which are material for the Sub-Fund.

As part of the risk management process, the Sub-Fund uses the commitment approach to monitor and measure the global risk exposure. This approach measures the global exposure related to positions on financial derivative instruments (“**FDIs**”) which may not exceed the total net value of the portfolio of the Sub-Fund.

### **Performance History**

Investors wishing to have specific details as to the performance of the Sub-Fund should refer to the KIID of the Sub-Fund. In this connection, Investors should note that past performance is not necessarily a guide to future performance. Investors may not get back the full amount invested, as prices of shares and the income from them may fall as well as rise.

### **Dividend Policy**

Although it is not anticipated that distribution of dividend will take place in relation to shares of this Sub-Fund, the Board of Directors reserves the right to decide interim dividend distributions in compliance with applicable law and/or to propose to the general meeting of Shareholders that dividends or other distributions be paid once a year.

### **Share Classes**

Class A: denominated in EUR, capitalizing share class, with a minimum initial subscription of EUR 5,000. Class A is available to all types of investors.

Class B: denominated in USD and hedged back to EUR, capitalizing share class, with a minimum initial subscription of USD 5,000. Class B is available to all types of investors.

Class C: denominated in CHF and hedged back to EUR, capitalizing share class, with a minimum initial subscription of CHF 5,000. Class C is available to all types of investors.

### **Reference currency**

The reference currency is EUR.

The share class B aims to hedge to a large extent the exchange risk USD/EUR.

The share class C aims to hedge to a large extent the exchange risk CHF/EUR.

### **Frequency of calculation of NAV**

On each Business Day.

### **Cut-off time and settlement deadline**

By way of derogation from section “Redemption of Shares” of the main body of the prospectus of the SICAV, redemption proceeds will be paid within 5 Business Days following the relevant Valuation Day.

Cut-off	<p>Subscription: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day</p> <p>Redemption: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p> <p>Conversion: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p>
Valuation Day (pricing day)	The Business Day preceding the Calculation Day.
Calculation Day	Daily, the Business Day following the Valuation Day (pricing day).
Settlement Day	<p>Subscription: within two Business Days following the relevant Valuation Day.</p> <p>Redemption: within five Business Days following the relevant Valuation Day.</p>

**Management fee specific to this Sub-Fund**

0.85% in respect of all Classes of Shares.

**Other fees**

Subscription fees paid to intermediaries	up to 1.00%.
Redemption fees	N/A

## **WEISSHORN FUNDS UCITS – HUMANITY CHALLENGES EQUITY**

### **Objectives**

The investment objective of the Sub-Fund is to seek long-term capital growth by investing in a portfolio of worldwide equities. The investment selection will be based on a combination of “Top-Down” approach and “Bottom-Up stock picking” selection process.

The Sub-Fund is actively managed. The Sub-Fund has no benchmark index and is not managed in reference to a benchmark index.

### **Investment policy**

To achieve its objective, the Sub-Fund will mainly invest in equities and equity related securities (such as depositary receipts) of companies worldwide by investing:

- directly in the asset class/securities mentioned above; and/or
- in UCITS and/or other UCIs having as main objective to invest or grant exposure to the above-mentioned asset class (within the below mentioned 10% limit in UCITS and/or other UCIs);
- in transferable securities, such as structured products as defined below.

The choice of investments will neither be limited by geographical area (including emerging countries), economic sector, nor in terms of currencies in which investments will be denominated. However, depending on financial market conditions, a particular focus can be placed in a single country (or some countries) and/or in a single economic sector and/or in a single currency.

On an Ancillary basis, the Sub-Fund may also invest in investment grade debt securities, closed-ended REITs, other UCITS/UCIs than those above-mentioned (within the 10% limit below). The Sub-Fund may also invest in deposits and Money Market Instruments for treasury management purposes.

The Sub-Fund may also hold cash (deposits at sight) on Ancillary basis, which under normal market conditions, will not represent more than 20% of the net assets of the Sub-Fund.

However, the Sub-Fund may invest directly in the assets listed below, subject to the following limits:

- maximum 10% of its net assets in UCITS and/or other UCIs;
- up to 30% in structured products, such as but not limited to notes, certificates, any other transferable securities whose returns are correlated with changes in, among others, equities, basket of transferable securities, eligible financial indices, currency at all times in compliance with the Grand-Ducal Regulation and as further described under section A of Appendix I;
- Investment in closed-ended collective real estate investments, exclusively closed-ended REITs, and closed-ended real estate investment companies will not exceed 20% of the net assets.

The Sub-Fund will not make use of SFTs nor TRS.

If the Investment Manager considers this to be in the best interest of Shareholders, on a temporary basis and for defensive purposes, the Sub-Fund may also hold, up to 100% of its net assets in liquid assets, such as cash and cash equivalents, cash deposits, money market UCIs (within the 10% limit above) and Money Market Instruments, treasury bills and other short-term sovereign securities.

For hedging and for investment purposes, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or OTC, provided they are contracted with leading financial institutions specialised in this type of transactions and subject to regulatory supervision. However, in normal market conditions, the Investment Manager intends to use mainly futures on stock indices, options on equities and forward exchange contracts on currencies.

For the purpose of the Taxonomy Regulation, the investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

### **Global risk exposure**

The Sub-Fund's global risk exposure is monitored by using the commitment approach. The Sub-Fund may ensure that its total commitment arising from financial derivative instruments, for purposes other than hedging, does not exceed 100% of its net assets.

### **Risk Factors**

The Sub-Fund is subject to the specific risks linked to investments in equity securities as well as to market volatility linked to the investment in financial derivative instruments. For full details of the risks applicable to investing in this Sub-Fund, Shareholders are advised to refer to "Risk Considerations" in the Prospectus.

### **Risk Management applicable to WEISSHORN FUNDS UCITS – HUMANITY CHALLENGES EQUITY**

In accordance with the Law of 2010 and the applicable regulations, in particular CSSF Circular 11/512, the Sub-Fund uses a risk-management process which enables it to assess the exposure of the Sub-Fund to market, liquidity and counterparty risks and to all other risks, including operational risks, which are material for the Sub-Fund.

As part of the risk management process, the Sub-Fund uses the commitment approach to monitor and measure the global risk exposure. This approach measures the global exposure related to positions on financial derivative instruments ("FDIs") which may not exceed the total net value of the portfolio of the Sub-Fund.

### **Performance History**

Investors wishing to have specific details as to the performance of the Sub-Fund should refer to the KIID of the Sub-Fund. In this connection, Investors should note that past performance is not necessarily a guide to future performance. Investors may not get back the full amount invested, as prices of shares and the income from them may fall as well as rise.

### **Dividend Policy**

Although it is not anticipated that distribution of dividend will take place in relation to shares of this Sub-Fund, the Board of Directors reserves the right to decide interim dividend distributions in compliance with applicable law and/or to propose to the general meeting of Shareholders that dividends or other distributions be paid once a year.

**Share Classes**

Class A: denominated in EUR, capitalizing share class, with a minimum initial subscription of EUR 5,000. Class A is available to all types of investors.

Class B: denominated in USD and hedged back to EUR, capitalizing share class, with a minimum initial subscription of USD 5,000. Class B is available to all types of investors.

Class C: denominated in CHF and hedged back to EUR, capitalizing share class, with a minimum initial subscription of CHF 5,000. Class C is available to all types of investors.

**Reference currency**

The reference currency is EUR.

The share class B aims to hedge to a large extent the exchange risk USD/EUR.

The share class C aims to hedge to a large extent the exchange risk CHF/EUR.

**Frequency of calculation of NAV**

On each Business Day.

**Cut-off time and settlement deadline**

By way of derogation from section “Redemption of Shares” of the main body of the prospectus of the SICAV, redemption proceeds will be paid within 5 Business Days following the relevant Valuation Day.

Cut-off	<p>Subscription: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day</p> <p>Redemption: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p> <p>Conversion: 12 pm (noon) Luxembourg time, one Business Day preceding the relevant Valuation Day.</p>
Valuation Day (pricing day)	The Business Day preceding the Calculation Day.
Calculation Day	Daily, the Business Day following the Valuation Day (pricing day).



Settlement Day	<p>Subscription: within two Business Days following the relevant Valuation Day.</p> <p>Redemption: within five Business Days following the relevant Valuation Day.</p>
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**Management fee specific to this Sub-Fund**

1,5% in respect of all Classes of Shares.

**Other fees**

Subscription fees paid to intermediaries	Up to 1%
Redemption fees	N/A

## ANNEX I - PRIVACY NOTICE

### 1. SCOPE OF THIS PRIVACY NOTICE

Investors who are individuals as well as individuals related to Investors (including notably contact persons, representatives, agents, shareholders and beneficial owners) are hereby informed about the processing of their personal data (i.e. data by which individuals may be directly or indirectly identified) as well as of their rights in accordance with the Data Protection Legislation.

**Data Protection Legislation** means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**GDPR**”), as well as any other applicable laws, regulations and sector recommendations containing rules for the protection of individuals with regard to the processing of personal data, as such legislation and guidance may be complemented, amended, replaced or repealed from time to time.

Unless otherwise defined herein, the terms “personal data”, “data subject”, “data controller”, “data processor” and “processing” (including the verb “to process”) shall have the meaning given to them in the applicable Data Protection Legislation.

### 2. DATA CONTROLLER

Any personal data provided to or collected in connection with an investment into the SICAV will be processed (i.e. used, stored, transmitted, etc.) in accordance with this Privacy Notice by the SICAV, acting as data controller.

If Investors or individuals related to Investors have any questions or comments or want to exercise their rights, they may contact the SICAV’s manager at: [europa-data-protection@pictet.com](mailto:europa-data-protection@pictet.com).

Other actors involved in the management of the Investor relationship may process personal data for their own purposes in their capacity as data controllers (for instance the Administrative Agent and the Investment Manager). In such case, these processing activities take place under the sole responsibility of these independent controllers and are governed by separate privacy notices.

### 3. PERSONAL DATA BEING PROCESSED

Information provided to the SICAV may include but is not limited to:

- Identification data (e.g.: name, e-mail, postal address, telephone number, country of residence);
- Personal characteristics (e.g.: nationality, date and place of birth);
- Government issued identifiers (e.g.: passport, identification card, tax identification number, national insurance number);
- Financial information (e.g.: bank details, credit history and credit score, income and other relevant information about the Investor’s financial situation);
- Tax domicile and other tax related documents and information;

- Knowledge and experience in investment matters, including investments previously made;
- Origin of funds and assets;
- Communication data (e.g.: exchange of letters, telephone recordings, e-mail); and
- Any other personal information Investors have provided directly to the SICAV,

(the **Personal Data**).

The SICAV may collect Personal Data directly from the Investors or individuals related to the Investors or from other public or private legitimate sources.

#### **4. PURPOSES FOR WHICH PERSONAL DATA IS BEING PROCESSED**

The SICAV processes the Personal Data where such processing is necessary:

##### **For the conclusion and performance of a contract if the Investor is an individual**

This includes the processing of Personal Data for the purpose of the provision of Investor-related services including account administration, handling of orders, management of subscription, redemption and transfer of shares, maintaining the register of Investors and distributions, managing distributions including the allocations of profit and loss between Investors, internal audit validations, communications and more generally performance of services requested by and operations in accordance with the instructions of the Investor.

##### **For compliance with legal and regulatory obligations**

This includes the processing of Personal Data for the purpose of compliance with applicable legal and regulatory obligations such as the applicable legislation on markets in financial instruments (“MiFID”), Know-Your-Customer (“KYC”), and Anti-Money Laundering and Combating the Financing of Terrorism (“AML/CFT”), accounting obligations, complying with requests from, and requirements of, local or foreign regulatory or law enforcement authorities, tax identification and, as the case may be, reporting, notably under the act of 18 December 2015 concerning the automatic exchange of financial account information in tax matters implementing Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU), which is notably aimed at the implementation by financial institutions of reporting and due diligence rules which are fully consistent with those set out in OECD’s standard for automatic exchange of financial account information (commonly referred to as the “CRS”), the act of 24 July 2015 approving the Agreement between the Grand Duchy of Luxembourg and the Government of the United States of America in view to improve international tax compliance and relating to the dispositions of the United States of America concerning the exchange of information commonly called the “FATCA”, as the afore mentioned laws may be modified from time to time, and any other automatic exchange of information (“AEI”) regimes to which the SICAV may be subject from time to time.

With respect to FATCA and/or CRS purposes, (i) Personal Data may be processed and transferred to the Luxembourg Direct Tax Authority who may transfer such data to the competent foreign tax authorities, including the US Internal Revenue Service or any other US competent authority, only for the purposes provided for in the FATCA and the CRS rules as well as to service providers for

the purpose of effecting the reporting on the SICAV's behalf and (ii) for each information request sent to the Investors, addressing such information requests is mandatory and failure to respond may result in incorrect or double reporting.

### **For the purpose of legitimate interests**

Personal Data will be processed for risk management and fraud prevention purposes, for the evaluation of the Investor's financial needs, monitoring the Investor's financial situation including assessing its creditworthiness and solvency, to manage litigation and for marketing purposes. The SICAV may also process Personal Data to the extent required for the establishment, exercise or defence of legal claims, for the protection of the rights of another natural or legal person or in the context of mergers, acquisitions and divestitures and the management of transactions related thereto.

If Personal Data was provided to the SICAV by the Investor (especially where the Investor is a legal entity), the SICAV may also process Personal Data relating to investor-related individuals in its legitimate interest for the purposes of the provision of investor-related services including account administration, handling of orders, evaluation of the Investor's financial needs, monitoring the Investor's financial situation including assessing its creditworthiness and solvency, management of subscription, redemption and transfer of Shares, maintaining the register of investors and distributions, managing distributions including the allocations of profit and loss between Investors, internal audit validations, communications and more generally the performance of services requested by and operations in accordance with the instructions of the Investor.

### **Based on consent**

This includes the use and further processing of Personal Data with the Investor's or the individual related to the Investor's consent (which consent may be withdrawn at any time, without affecting the lawfulness of processing based on consent before its withdrawal), e.g. for the purpose of receiving marketing materials (about products and services of the group of companies to which the SICAV belongs or those of its commercial partners) or recommendations about services.

## **5. PERSONAL DATA BEING PROCESSED**

Investors or individuals related to Investors only have to provide those Personal Data that are necessary for the formation and termination of the relationship with the SICAV and that are required for the SICAV to comply with its legal obligations. Without the provision of these Personal Data, the SICAV will not be able to enter into or continue the execution of the contract with the Investor or to perform a transaction.

## **6. DATA RECIPIENT**

The SICAV may disclose Personal Data to recipients such as:

- any third parties as may be required or authorised by law (including but not limited to public administrative bodies and local or foreign public and judicial authorities, including any competent regulators);
- any third parties acting on the SICAV's behalf, such as service providers, the Administrative Agent and the Investment Manager, including their respective advisers, auditors, delegates, agents and service providers;

- any subsidiary or affiliate of the SICAV (and their respective representatives, employees, advisers, agents, delegates, agents and service providers);
- any of the SICAV's respective shareholders, representatives, employees, advisers, agents or delegates;
- persons acting on behalf of Investors, such as payment recipients, beneficiaries, account nominees, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Investor has an interest in securities; and
- parties involved in connection with any business reorganization, transfer, disposal, merger or acquisition on the level of the SICAV.

## **7. TRANSFER OF PERSONAL DATA**

For the purposes listed above, Personal Data will be transferred to any of the aforementioned recipients and service providers in countries located in or outside of the European Economic Area (the "EEA").

Personal Data may be transferred to the following countries located outside of the EEA: Switzerland.

Personal Data may be transferred to a country outside of the EEA on the basis of the fact that the European Commission has decided that such country ensures an adequate level of protection. Certain countries in which recipients and data processors may be located and to which Personal Data may be transferred may however not have the same level of protection of Personal Data as the one afforded in the EEA. Personal Data transferred to countries outside of the EEA in such case will be protected by appropriate safeguards such as standard contractual clauses approved by the European Commission. The Investors who are individuals and individuals related to Investors whose data may be covered by such transfer may obtain a copy of such safeguards by contacting the SICAV at the contact details set out in Section 2 above.

## **8. DATA RETENTION PERIOD**

The SICAV is subject to various retention and documentation obligations, which inter alia follow from the commercial code (*Code de Commerce*) and from AML/CFT and KYC legislation. The retention periods provided by those laws vary from five to ten years. If any relevant legal claims are brought, the SICAV may continue to process the Personal Data for such additional periods as necessary in connection with such claims.

The retention period will also be determined by the legal limitation periods that can for example be set forth by the commercial code and amount to up to ten years after the end of the contractual relationship with the Investor.

## **9. AUTOMATED DECISION MAKING PROCESS INCLUDING PROFILING**

The SICAV does not use automated decision-making or profiling. Should the SICAV use these procedures in individual cases, it will inform Investors separately.

## **10. INDIVIDUAL'S RIGHTS**

The following rights apply to the investor who is an individual and to individuals related to the Investor (whether the latter is an individual or not) whose Personal Data have been provided to the SICAV. All references made to Investors below are deemed to refer to the individuals related to such Investors if the Investors are not themselves individuals.

### **Right to information, rectification, erasure and restriction of processing**

Investors may request to obtain at no costs, within reasonable intervals, and in a timely manner, the communication of their Personal Data being processed, as well as all information on the origin of those data.

Investors have the right to rectify their Personal Data held about them that are inaccurate.

In cases where the accuracy of the Personal Data is contested, the processing is unlawful, or where Investors have objected to the processing of their Personal Data, Investors may ask for the restriction of the processing of such Personal Data. This means that Personal Data will, with the exception of storage, only be processed with or for the establishment, exercise or defence of legal claims, for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or of an EU Member State. In case a processing is restricted, Investors will be informed before the restriction of processing is lifted.

Investors may request the deletion of Personal Data held about them, without undue delay when the use or other processing of such Personal Data is no longer necessary for the purposes described above, and notably when consent relating to a specific processing has been withdrawn or where the processing is not or no longer lawful for other reasons.

### **Right to withdraw consent**

Investors have the right to withdraw their consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

### **Right to object**

Investors may object to processing of their Personal Data which is based on the legitimate interests pursued by the SICAV or by a third party. In such a case the SICAV will no longer process these Personal Data unless the SICAV has compelling legitimate grounds for the processing which override Investors' interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

The Investors' right to object is not bound to any formalities.

### **Right to data portability**

Where the processing of data is based on consent or the execution of a contract with Investors, Investors also have the right to data portability for information they provided to the SICAV – this means that Investors can obtain a copy of their data in a commonly use electronic format so that they can manage and transmit it to another data controller.

### **Right to lodge a complaint**

In addition to the rights listed above, should an Investor or an individual related to an Investor consider that the SICAV does not comply with the applicable privacy rules, or has concerns with regards to the protection of their Personal Data, they may file a complaint with the Luxembourg data protection authority (the *Commission Nationale pour la Protection des Données* - CNPD) or another European data protection authority (e.g. in the country of residence of the Investor).

## **11. AMENDMENT OF THIS PRIVACY NOTICE**

This Privacy Notice may be amended from time to time to ensure that full information about all processing activities is provided. Changes to the Privacy Notice will be notified by appropriate means.