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## OFFERING DOCUMENT

### ALTERNATIVE INVESTMENT PLATFORM

Luxembourg Specialised Investment Fund

Alternative Investment Fund

6 AUGUST 2024

APPLICATIONS FOR SUBSCRIPTION ARE RESERVED TO ELIGIBLE INFORMED INVESTORS WHO, ON THE BASIS OF THIS OFFERING DOCUMENT AND THE SUBSCRIPTION FORM, HAVE MADE THEIR OWN ASSESSMENT OF THE CONDITIONS OF THEIR PARTICIPATION IN THE FUND. ACCORDINGLY, IT IS THE RESPONSIBILITY OF ELIGIBLE INVESTORS TO DETERMINE WHETHER THEIR RIGHTS AND OBLIGATIONS AS SHAREHOLDERS ARE SUITABLE FOR THEM.

Any subscription by Eligible Investors which are qualified as non-Professional investors must be done on the basis of the Offering Document in effect at the time of subscription and the Key Investor Information Documents ("KIID"). Both the Offering Document and KIIDs are available free of charge on the website of the Alternative Investment Fund Manager, at the following address: [www.linkfundsolutions.lu](http://www.linkfundsolutions.lu).

**Alternative Investment Platform** (the **Fund**), is an investment company with variable capital (*société d'investissement à capital variable*) (**SICAV**) organised as an umbrella specialised investment fund (*fonds d'investissement spécialisé*) (**SIF**) under the form of a public limited liability company (*société anonyme*) in accordance with the Luxembourg law of 13 February 2007 on specialised investment funds, as amended (the **SIF Law**) and qualifies as an alternative investment fund (**AIF**) within the meaning of the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended (the **AIFM Law**).

The Fund is offering shares (the **Shares**) on the basis of the confidential information contained in this offering document (the **Offering Document**) and the latest annual report (as the case may be), such report forming an integral part of the Offering Document.

The Offering Document is furnished to each potential investor solely for the purpose of evaluating an investment in the Fund.

The Offering Document may be amended, supplemented and restated from time to time in the Board of Directors' absolute discretion, provided an investor is not in any way materially prejudiced or affected by any such changes and such changes are not inconsistent with the Articles.

No person is authorised to give any information or to make any representations concerning the Fund other than the one contained in the Offering Document.

## **WELL-INFORMED INVESTORS**

The Fund is subject to the provisions of the SIF Law, hence, the subscription or purchase (by way of transfer) of the Shares is reserved to eligible investors as defined by the SIF Law (the **Eligible Investors**, and each an **Eligible Investor**). Eligible Investor means any professional investor, any institutional investor and any "Well-Informed Investor(s)" who meets the following conditions: (i) he has confirmed in writing that it adheres to the status of Eligible Investor; and (ii) he invests a minimum of EUR 100,000 in the Fund; or (iii) he has obtained an assessment made by a credit institution within the meaning of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on the prudential requirements applicable to credit institutions no 648/2012, by an investment firm within the meaning of Directive 2014/65/EU, by a management company within the meaning of Directive 2009/65/EC or by an authorized alternative investment fund manager within the meaning of Directive 2011/61/EU, certifying his expertise, experience and knowledge in adequately appraising an investment in a specialised investment fund.

Following the finalisation of the notification process pursuant to article 32 of the AIFM Directive, the subscription or acquisition of the Shares of a Sub-Fund in Italy is restricted only to:

- (i) Professional Investors;
- (ii) non-professional investors qualifying as Eligible Investors and subscribing or acquiring shares for a minimum amount of EUR 500,000, not fractionable;
- (iii) non-professional investors qualifying as Eligible Investors and subscribing or acquiring shares for an initial minimum amount of EUR 100,000, not fractionable, provided that:
  - (a) the investment is made on the basis of a proper recommendation received as part of an investment advisory service; and
  - (b) due to the subscription in the Sub-Fund, the value of investments in reserved AIFs does not exceed 10% of the financial portfolio of the non-professional investor.

- (iv) entities authorized to provide the portfolio management that as part of the performance of said service subscribe or acquire the Sub-fund for an initial minimum amount of EUR 100,000 on behalf of non-professional investors.

With reference to the condition under (iii), (b), the financial portfolio means the overall value of the portfolio - also held with intermediaries or managers other than the one through which the investment is made - consisting of bank accounts, insurance investment products (e.g. unit/index-linked policies) and financial instruments. The Fund will refuse to issue Shares to natural or legal persons that do not qualify as Eligible Investors. The Fund will further refuse any transfer of Shares that would result in Shares being held by a Prohibited Person (as defined hereafter). The Fund, at its sole discretion, may refuse the issue or transfer Shares, if there exists no sufficient evidence that the person or entity to which the Shares should be issued or transferred is an Eligible Investor. The Fund may, at its sole discretion, reject any application for subscription of Shares, at any time, to a non-Eligible Investor.

## **IMPORTANT INFORMATION**

This Offering Document has been prepared solely for the consideration of prospective investors in the Fund and is circulated to a limited number of Eligible Investors on a confidential basis solely for the purpose of evaluating an investment in the Fund.

This Offering Document supersedes and replaces any other information provided by the initiators and its representatives and agents in respect of the Fund. However, the Offering Document is provided for general guidance only, and is not intended to be and must not alone be taken as the basis for an investment decision.

By accepting this Offering Document and any other information supplied to a potential investor by the initiators, their representatives and agents, the recipient agrees that such information is confidential. Neither it nor any of its employees or advisors will use the information for any purpose other than for evaluating an investment in the Fund or divulge such information to any other party and acknowledges that this Offering Document may not be photocopied, reproduced or distributed (in whole or in part) to others without the prior written consent of the Board of Directors or the AIFM.

Each recipient hereof by accepting delivery of this Offering Document agrees to keep confidential the information contained herein and to return it and all related materials to the Fund if such recipient does not undertake to purchase any of the Shares.

The information contained in the Offering Document and any other documents relating to the Fund may not be provided to persons (other than professional advisors) who are not directly concerned with any Eligible Investor's decision regarding the investment offered hereby.

Should the Shares of the Fund be offered to any non-professional investors qualifying as Eligible Investors, said investors, prior to investing in the Shares, will be provided with a KIID as far as the exemption for the production of a PRIIPS KID, as foreseen under article 32 of the PRIIPS Regulation, is applicable. In the event the exemption would not apply to the Fund anymore, these non-professional investors will be provided with a PRIIPS KID prior to investing in the Shares.

Prior to investing in the Shares, potential Eligible Investors should conduct their own investigation and analysis of an investment in the Fund and consult with their legal advisors and their investment, accounting and tax advisors to determine the consequences of an investment in the Fund and arrive at an independent evaluation of such investment, including the applicability of any legal sales or investment restrictions without reliance on the Fund, its Board of Directors, the initiators or any of their respective officers, members, employees, representatives or agents. Neither the Fund, the Board of Directors, the initiators nor any of their respective officers, members, employees, representatives or agents accepts any responsibility or liability whatsoever for the appropriateness of any Eligible Investors investing in the Fund. Eligible Investors are urged to request any

additional information they may consider necessary or desirable in making an informed investment decision in the Fund.

*U.S. Foreign Account Tax Compliance Requirements:* Although the Fund will attempt to secure the compliance of its counterparties with FATCA rules and avoid imposition of the 30% withholding tax on its US source income, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax as a result of FATCA, the value of Shares held by all Shareholders of the Fund may be materially affected.

Each Eligible Investor is encouraged, prior to investing to request any additional information in order to verify the accuracy of the information contained in this Offering Document or otherwise.

Prospective investors who are in any doubt about the contents of this Offering Document or the annual reports of the Fund should as well as in general inform themselves and consult their financial adviser as to the possible tax consequences, the legal requirements and any foreign exchange restriction or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, holding or disposal of Shares.

## **RESTRICTIONS IN RESPECT OF THE SHARES**

The Shares of the Fund have not been registered under the United States Securities Act of 1933, as amended (the **1933 Act**) or the securities laws of any state or political subdivision of the U.S., and may not be offered, sold, transferred or delivered, directly or indirectly, in the U.S. or to, or for the account or benefit of, any U.S. person, except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the 1933 Act and any applicable United States securities laws. The Fund is not registered nor does it intend to register (i) under the United States Investment Fund Act of 1940, as amended (the **1940 Act**) as an investment company in reliance on the exemption from such registration pursuant to Section 3(cX7) there under.

The Fund may restrict or prevent the ownership of Shares in the Fund by any person, firm or corporate body, namely any person in breach of any law or requirement of any country or governmental authority and any person which is not qualified to hold such Shares by virtue of such law or requirement or if in the sole opinion of the Fund such holding may be detrimental to the Fund if it may result in a breach of any law or regulation, whether Luxembourgish or foreign; or if as a result thereof the Fund may become subject to laws other than those of the Grand Duchy of Luxembourg or exposed to tax disadvantages, additional reporting or other financial disadvantages that it would not have otherwise incurred. Specifically, but without limitation, the Board of Directors may restrict the ownership of Shares in the Fund which are acquired or held by such persons, firms or corporate bodies to be determined by the Board of Directors being herein referred to as **Prohibited Persons**:

- (i) not qualifying as an Eligible Investor within the meaning of the SIF Law; and
- (ii) any U.S. person, especially those that would fall within the ambit of the Foreign Account Tax Compliance Act (**FATCA**) provisions under the terms of the Model I Intergovernmental Agreement (the **IGA**) and under the terms of Luxembourg legislation implementing the IGA, as further described in the Offering Document;
- (iii) any person that does not provide necessary information required by the Fund or any agent acting on its behalf for the purpose of complying with any legal, tax or regulatory requirements;
- (iv) any investor who qualifies as Eligible Investor but whose holding of Shares in the Fund could, in the opinion of the Board of Directors, result in legal, pecuniary, competitive, regulatory, tax or material administrative disadvantage to the Fund, any Sub-Fund or the Shareholders; and

- (v) where the Fund or one of its Sub-Funds acts as a feeder fund and is required to make certain representations and warranties to the master fund as to its eligibility as an investor in that Fund and it is only able to make such representation and warrants by restricting the type of person that may hold Shares in the Fund.

The distribution of the Offering Document and the offering of the Shares may be restricted in certain jurisdictions.

No action has been taken which would permit a public offering of the Shares in any jurisdiction where action for that purpose would be required. The Offering Document and any other documents relating to the Fund do not constitute an offer or solicitation in any jurisdiction in which an offer or solicitation is not authorized, or in which the person making the offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such an offer or solicitation. Any representation to the contrary is unlawful. No action has been taken by the AIFM or the Fund that would permit a public offering of Shares or possession or distribution of information in any jurisdiction where action for that purpose is required.

**Eligible Investors should be aware that they may be required to bear the financial risk of their investment for a significant period of time and may not request redemption of their Shares.**

Additionally, there will be no public market for the Shares. Accordingly, Eligible Investors should have the financial ability and willingness to accept the risks of investing in the Fund (including, without limitation, the risk of loss of their entire investment) and accept that they will have recourse only to the assets of the Sub-Fund in which they invest as this will exist at any time.

## **FORWARD-LOOKING STATEMENTS**

Certain statements contained in this Offering Document are forward-looking statements. These forward-looking statements are based on current expectations, estimates and projections about the markets in which the Fund will operate, and the beliefs and assumptions of the Fund. Words such as "expects", "anticipates", "should", "intends", "plans", "believes", "seeks", "estimates", "forecasts", "projects", variations of such words and similar expressions are intended to identify such forward-looking statements, but the absence of these words does not mean that the statement is not forward-looking. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions which are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. Among the factors that could cause actual results to differ materially are the general economic climate, inflationary trends, interest rate levels, the availability of financing, changes in tax and corporate regulations and other risks associated with the ownership and acquisition of investments and changes in the legal or regulatory environment or that operation costs may be greater than anticipated.

No person has been authorised to give any information or to make any representation concerning the Fund or the offer of the Shares other than the information contained in this Offering Document and any other documents relating to the Fund, and, if given or made, such information or representation must not be relied upon as having been authorised by the Fund.

Prior to subscribe for Shares, Eligible Investors should obtain a copy of the subscription form (the **Subscription Form**) which contains, inter alia, representations on which the Board of Directors may accept an Eligible Investor's subscription.

## **APPLICABLE LAW AND JURISDICTION**

The English version of the Offering Document is the authoritative version and shall prevail in the event of any inconsistency with any translation hereof.

This Offering Document shall be exclusively governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

All claims arising out of or in connection with this Offering Document shall be submitted to the courts of the Grand Duchy of Luxembourg.

The claims of the Shareholders against the AIFM or the Depositary will lapse five (5) years after the date of the event which gave rise to such claims.

## **ANTI-MONEY LAUNDERING REGULATIONS**

Pursuant to applicable international rules and applicable Luxembourg laws and regulations, such as the law dated 12 November 2004 (as amended and may be repealed further to the implementation of the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, the **4<sup>th</sup> AML Directive**) in relation to the fight against money laundering and against terrorist financing (the **AML Law**), and all applicable circulars and regulations issued from time to time by the *Commission de Surveillance du Secteur Financier* (**CSSF**), obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and terrorism financing purposes.

The implementation of those identification procedures and, where applicable, the performance of the detailed verification are under the supervision and responsibility of the Central Administrative Agent, itself under the ultimate responsibility of the AIFM. In respect of all prospective investors subscribing for the Fund through a distributor or any sub-distributor or nominee appointed by such distributor in accordance with the terms of its distribution agreement, those identification procedures shall be implemented and, where applicable, the detailed verification shall be performed by such distributor.

Such delegation may only apply if the intermediary referred to above is verified as a regulated financial institution located in a country recognised by the Central Administrative Agent as having anti-money laundering regulations equivalent to those under Luxembourg laws.

The Board and the Central Administrative Agent reserve the right to request such information as it is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Board or the Administration Agent may refuse to accept the application and will not be liable for any interest, costs or compensation. Similarly, when issued Shares cannot be redeemed or converted until full details of registration and anti-money laundering documents have been completed.

The Board reserves the right to reject an application, for any reason, in whole or in part in which event the application monies or any balance thereof will be returned without unnecessary delay to the applicant by transfer to the applicant's designated account or by post at the applicant's risk, provided the identity of the applicant can be properly verified pursuant to Luxembourg anti-money laundering regulations. In such event, the Board or the Administration Agent will not be liable for any interest, costs or compensation.

Failure to provide proper documentation may result in the withholding of redemption proceeds by the Fund and its Sub-Funds.

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

Within this context a procedure for the identification of investors has been imposed: the Subscription Form of a prospective Eligible Investor must be accompanied by any supporting documents recommended or prescribed by applicable rules and regulations allowing the appropriate level of identification of such prospective investor and, as the case may be, its beneficial owners.

It is generally accepted that professionals of the financial sector resident in a country which has ratified the recommendations of the Financial Action Task Force (**FATF**) are deemed to be intermediaries having an identification obligation equivalent to that required under the Luxembourg laws.

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

## **DATA PROTECTION POLICY**

### Data Protection

The Fund together with the AIFM, may store on computer systems and process, by electronic or other means, personal data (i.e. any information relating to an identified or identifiable natural person, hereafter, the "Personal Data") concerning the Shareholders and their representative(s) (including, without limitation, legal representatives and authorised signatories), employees, directors, officers, trustees, settlors, their shareholders, and/or unitholders for, nominees and/or ultimate beneficial owner(s) (as applicable) (i.e. the "Data Subjects").

Personal Data provided or collected in connection with an investment in the Fund will be processed by the Fund, as data controller (i.e. the "Controller ") and by the AIFM, the Depositary and Paying Agent, the Administrative Agent, the Distributor and its appointed sub-distributors if any, the Auditor, legal and financial advisers and other potential service providers of the Fund (including its information technology providers, cloud service providers and external processing centres) and, any of the foregoing respective agents, delegates, affiliates, subcontractors and/or their successors and assigns, acting as processor on behalf of the Fund (i.e. the "Processors"). In certain circumstances, the Processors may also process Personal Data of Data Subjects as controller, in particular for compliance with their legal obligations in accordance with laws and regulations applicable to them (such as anti-money laundering identification) and/or order of any competent jurisdiction, court, governmental, supervisory or regulatory bodies, including tax authorities.

Controller and Processors will process Personal Data in accordance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "Data Protection Directive") as transposed in applicable local laws applicable to them and, when applicable, the Regulation (EU) 2016/679 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, and repealing Directive 95/46/EC (the "General Data Protection Regulation", as well as any law or regulation relating to the protection of personal data applicable to them (together the "Data Protection Law").

Further information relating to the processing of Personal Data of Data Subjects may be provided or made available, on an ongoing basis, through additional documentation and/or, through any other communications channels, including electronic communication means, such as electronic mail, internet/intranet websites, portals or platform, as deemed appropriate to allow the Controller and/or Processors to comply with their obligations of information according to Data Protection Law.

Personal Data may include, without limitation, the name, address, telephone number, business contact information, employment and job history, financial and credit history information, current and historic investments, investment preferences and invested amount, KYC information of Data Subjects and any other Personal Data that is necessary to Controller and Processors for the purposes described below. Personal Data is collected directly from Data Subjects by the Processors or through publicly accessible sources, social media, subscription services, *Worldcheck* database, sanction lists, centralised investor database, public registers or other publicly accessible sources.

Personal Data of Data Subjects will be processed by the Controller and Processors for the purposes of (i) offering investment in Shares and performing the related services as contemplated under this Offering Document, the subscription form, the Depositary agreement and the Administrative Agent Agreement, including, but not limited to, the opening of your account with the Fund, the management and administration of your Shares and any related account on an on-going basis and the operation of the Fund's investment in

Sub-Funds, including processing subscriptions and redemptions, conversion, transfer and additional subscription request, the administration and payment of distribution fees (if any), payments to Shareholders, updating and maintaining records and fee calculation, maintaining the register of Shareholders, providing financial and other information to the Shareholders, (ii) developing and processing the business relationship with the Processors and optimizing their internal business organisation and operations, including the management of risk, (and, (iii) other related services rendered by any service provider of the Controller and/or Processors in connection with the holding of Shares in the Fund (hereafter the "Purposes").

Personal Data will also be processed by the Controller and Processors to comply with legal or regulatory obligations applicable to them and to pursue their legitimate interests or to carry out any other form of cooperation with, or reporting to, public authorities including, but not limited to, legal obligations under applicable fund and company law, prevention of terrorism financing law, anti-money laundering law, prevention and detection of crime, tax law (such as reporting to the tax authorities under FATCA and CRS Law to prevent tax evasion and fraud) (as applicable), and to prevent fraud, bribery, corruption and the provision of financial and other services to persons subject to economic or trade sanctions on an on-going basis in accordance with the anti-money laundering procedures of the Controller and Processors, as well as to retain AML and other records of the Data Subjects for the purpose of screening by the Controller and Processors, including in relation to other funds or clients of the AIFM and the Administrative Agent (hereafter the "Compliance Obligations").

Telephone conversations and electronic communications made to and received from the AIFM /or the Administrative Agent may be recorded by the Fund acting as controllers and / or by the AIFM /or the Administrative Agent, acting as processor on behalf of the Controller where necessary for the performance of a task carried out in the public interest or where appropriate to pursue the Controller's legitimate interests, including (i) for record keeping as proof of a transaction or related communication in the event of a disagreement, (ii) for processing and verification of instructions, (iii) for investigation and fraud prevention purposes, (iv) to enforce or defend the Controller's and Processors' interests or rights in compliance with any legal obligation to which they are subject and (v) for quality, business analysis, training and related purposes to improve the Controller and Processors relationship with the Shareholders in general. Such recordings will be processed in accordance with Data Protection Law and shall not be released to third parties, except in cases where the Controller and/or Processors are compelled or entitled by laws or regulations applicable to them or court order to do so. Such recordings may be produced in court or other legal proceedings and permitted as evidence with the same value as a written document and will be retained for a period of 10 years starting from the date of the recording. The absence of recordings may not in any way be used against the Controller and Processors.

Controller and Processors will collect, use, store, retain, transfer and/or otherwise process Personal Data: (i) as a result of the subscription or request for subscription of the Shareholders to invest in the Fund where necessary to perform the Investment Services or to take steps at the request of the Shareholders prior to such subscription, including as a result of the holding of Shares in general and/or; (ii) where necessary to comply with a legal or regulatory obligation of the Controller or Processors and/or; (iii) where necessary for the performance of a task carried out in the public interest and/or; (iv) where necessary for the purposes of the legitimate interests pursued by Controller or and by the Processors, which mainly consist in the performance of the investment and administrative services, including where the subscription agreement is not entered into directly by the Shareholders or, or, in complying with the Compliance Obligations and/or any order of a foreign court, government, supervisory, regulatory or tax authority, including when providing such Investment Services to any beneficial owner and any person holding Shares directly or indirectly in the Fund.

Personal Data will only be disclosed to and/or transferred to and/or otherwise accessed by the Processors, and/or any target entities, sub-funds and/or other funds and/or their related entities (including without limitation their respective general partner and/or management company and/or central administration / investment manager / service providers) in or through which the Fund intends to invest, as well as any court, governmental, supervisory or regulatory bodies, including tax authorities in Luxembourg or in various jurisdictions, in particular those jurisdictions where (i) the Fund is or is seeking to be registered for public or limited offering of its Shares, (ii) the Shareholders are resident, domiciled or citizens or (iii) the Fund is, or is seeking to, be registered,



licensed or otherwise authorised to invest for carrying out the Purposes and to comply with the Compliance Obligations (i.e. the "Authorised Recipients"). The Authorised Recipients may act as processor on behalf of Controller or, in certain circumstances, as controller for pursuing their own purposes, in particular for performing their services or for compliance with their legal obligations in accordance with laws and regulations applicable to them and/or order of court, government, supervisory or regulatory body, including tax authority.

Controller undertakes not to transfer Personal Data to any third parties other than the Authorised Recipients, except as disclosed to Shareholders from time to time or if required by applicable laws and regulations applicable to it or, by any order from a court, governmental, supervisory or regulatory body, including tax authorities.

By investing in Shares in the Fund, the Shareholders acknowledge and accept that Personal Data of Data Subjects may be processed for the Purposes and Compliance Obligations described above and in particular, that the transfer and disclosure of such Personal Data may take place to the Authorised Recipients, including the Processors, which may be located outside of the European Union, in countries which are not subject to an adequacy decision of the European Commission and which legislation does not ensure an adequate level of protection ensure an adequate level of protection as regards the processing of personal data. Controller will only transfer Personal Data of Data Subjects for performing the Purposes or for complying with the Compliance Obligations.

Controllers will transfer Personal Data of the Data Subjects to the Authorised Recipients located outside of the European Union (i) on the basis of an adequacy decision of the European Commission with respect to the protection of personal data and/or on the basis of the EU-U.S. Privacy Shield framework or, (ii) in the event it is required by any judgment of a court or tribunal or any decision of an administrative authority, Personal Data of Data Subjects will be transferred on the basis of an international agreement entered into between the European Union or a concerned member state and other jurisdictions worldwide or, (iii) where necessary for the Processors to perform their services rendered in connection with the Purposes which are in the interest of the Data Subjects or, (iv) where necessary for the establishment, exercise or defence of legal claims or, or, (v) where necessary for the purposes of compelling legitimate interests pursued by the Controller, to the extent permitted by Data Protection Law or (vi) where specifically agreed on between the Data Controller and/or Data Processor and/or Data Subject.

Insofar as Personal Data provided by the Shareholders include Personal Data concerning other Data Subjects, the Shareholders represent that they have authority to provide such Personal Data of other Data Subjects to the Controller(s). If the Shareholders are not natural persons, they must undertake to (i) inform any such other Data Subject about the processing of their Personal Data and their related rights as described under this Issuing Document, in accordance with the information requirements under the Data Protection Law and (ii) where necessary and appropriate, obtain in advance any consent that may be required for the processing of the Personal Data of other Data Subjects as described under this Issuing Document in accordance with the requirement of Data Protection Law.

Answering questions and requests with respect to the Data Subjects' identification and Shares held in the Fund, FATCA and/or CRS is mandatory. The Board of Directors / the Administrative Agent reserves the right to reject any application for Shares if the prospective investor does not provide the requested information and/or documentation and/or has not itself complied with the applicable requirements. The Shareholders acknowledge and accept that failure to provide relevant Personal Data requested by the Board of Directors, the Administrative Agent in the course of their relationship with the Fund may prevent them from acquiring or maintaining their Shares in the Fund and may be reported by the Board of Directors, the Administrative Agent to the relevant Luxembourg authorities. In addition, failure to provide the requested Personal Data could lead to penalties which may affect the value of the Shareholders' Shares.

The Shareholders acknowledge and accept that the Board of Directors / the Administrative Agent will report any relevant information in relation to their investments in the Fund to the Luxembourg tax authorities (*Administration des contributions directes*) which will exchange this information on an automatic basis with the

competent authorities in the United States or other permitted jurisdictions as agreed in FATCA and CRS, at OECD and European levels or equivalent Luxembourg legislation.

Each Data Subject may request, in the manner and subject to the limitations prescribed in accordance with Data Protection Law, (i) access to, rectification, or deletion of, any incorrect Personal Data concerning him, (ii) a restriction of processing of Personal Data concerning him and, (iii) to receive Personal Data concerning him in a structured, commonly used and machine readable format or to transmit those Personal Data to another controller and, (iv) to obtain a copy of, or access to, the appropriate or suitable safeguards, such as standard contractual clauses, binding corporate rules, an approved code of conduct, or an approved certification mechanism, which have been implemented for transferring the Personal Data outside of the European Union. In particular, Data Subjects may at any time object, on request, to the processing of Personal Data concerning them for marketing purposes or for any other processing carried out on the basis of the legitimate interests of Controller or Processors. Each Data Subject should address such requests to the Fund via post mail or via e-mail.

The Shareholders are entitled to address any claim relating to the processing of their Personal Data carried out by Controller in relation with the performance of the Purposes or compliance with the Compliance Obligations to the relevant data protection supervisory authority (i.e. in Luxembourg, the *Commission Nationale pour la Protection des Données*).

The Controller and Processors processing Personal Data on behalf of the Controller will accept no liability with respect to any unauthorised third party receiving knowledge and/or having access to Personal Data, except in the event of proved negligence or wilful misconduct of the Controller or such Processors.

Personal Data of Data Subjects is held until Shareholders cease to have Shares in the Fund and a subsequent period of 10 years thereafter where necessary to comply with laws and regulations applicable to them or to establish, exercise or defend actual or potential legal claims, subject to the applicable statutes of limitation, unless a longer period is required by laws and regulations applicable to them. In any case, Personal Data of Data Subjects will not be held for longer than necessary with regard to the Purposes and Compliance Obligations contemplated in this Issuing Document, subject always to applicable legal minimum retention periods.

## **IMPORTANT INFORMATION**

**This part of the Offering Document is applicable to all Sub-Funds, unless the relevant Annex 1 derogates there from.**

**Any translation of this Offering Document or of any other transaction document into any other language will only be for convenience of the relevant Eligible Investors having requested such translation. In the case of any discrepancy due to translation, the English version of the Offering Document and of any other transaction document will prevail.**

## **DIRECTORY**

### **THE FUND**

#### **Alternative Investment Platform**

19-21, route d'Arlon  
L-8009 Strassen  
Grand Duchy of Luxembourg

### **BOARD OF DIRECTORS OF THE FUND**

#### **Margherita Balerna Bommartini (Chairwoman)**

Swiss Subsidiary CEO  
Altum Switzerland (Switzerland) S.A.

#### **Claude Hellers**

Independent Director  
Managing Partner Fundbridge GmbH

#### **Fabio Caleca**

Independent Director

### **ALTERNATIVE INVESTMENT FUND MANAGER**

#### **Altum Management Company (Luxembourg) S.A.**

19-21, route d'Arlon  
L-8009 Strassen  
Grand Duchy of Luxembourg

### **BOARD OF DIRECTORS OF THE ALTERNATIVE INVESTMENT FUND MANAGER**

**Michael Stephen McKenna** – Altum Management Company (Luxembourg) S.A., Luxembourg – Director

**Pierre Goes** – Altum Management Company (Luxembourg) S.A., Luxembourg – Conducting Officer

**Michael Newton** – Altum Management Company (Luxembourg) S.A., Luxembourg – Director

### **DEPOSITARY, PAYING AGENT**

#### **ING Luxembourg S.A.**

26, Place de la Gare  
L-1616 Luxembourg  
Grand Duchy of Luxembourg

### **CENTRAL ADMINISTRATIVE, REGISTRAR, TRANSFER AGENT**

#### **UI EFA S.A.**

2, rue d'Alsace  
L-1122 Luxembourg  
Grand Duchy of Luxembourg

### **AUDITOR**

#### **Ernst & Young**

35E, Avenue John F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

## DEFINITIONS AND INTERPRETATIONS

Unless defined elsewhere in this Offering Document or unless the context indicates otherwise, capitalised words and expressions used herein have the meaning as described below.

Words importing the singular shall, where the contexts permits, include the plural and vice versa.

<b>Accounting Currency</b>	means the currency of consolidation of the Fund.
<b>AIFM</b>	means Altum Management Company (Luxembourg) S.A.
<b>AIFM Directive</b>	means Directive 2011/61/UE of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
<b>AIFM Fee</b>	means the remuneration the AIFM is entitled to for the performance of its services as AIFM, as further described, for each Sub-Fund, in <i>Annex 1 – Sub-Funds Details</i> .
<b>AIFM Law</b>	means the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended.
<b>Articles</b>	means the articles of incorporation of the Fund, as may be amended from time to time.
<b>Auditor</b>	means Ernst & Young.
<b>Board of Directors</b>	means the board of directors of the Fund.
<b>Business Day</b>	means a full bank business day on which banks are open for business in Luxembourg (unless otherwise specified in Annex 1).
<b>Central Administrative Agent</b>	means UI EFA S.A.
<b>Central Administrative Agent Fee</b>	means the remuneration the Central Administrative Agent is entitled to for the performance of its duties, as further described, for each Sub-Fund, in <i>Annex 1 – Sub-Funds Details</i> .
<b>Class of Shares</b>	means each class of shares within a Sub-Fund of the Fund.
<b>Company Law</b>	means the Luxembourg law of 10 August 1915 on commercial companies, as amended.
<b>Contingent convertible capital instruments ("CoCos")</b>	<p>CoCos are hybrid capital securities because they have the following characteristics of bonds:</p> <ul style="list-style-type: none"><li>a. they are subordinated debt instruments;</li><li>b. payment of interest may be suspended in a discretionary manner or depending on an external target set in the issuance contract;</li></ul>

And the following characteristics of shares, because these are convertible hybrid instruments:

a. conversion can take a variety of forms (especially into shares);

b. the trigger factor of the conversion is set with the aim of protecting the banks' capital.

CoCos absorb losses when the capital of the issuing bank falls below a certain level. CoCos have two main defining characteristics: the loss absorption mechanism and the trigger that activates that mechanism (contractual trigger and /or at the point of non-viability: essentially a write-down or equity conversion based on regulatory discretion).

**Denomination Currency**

means the currency in which a Class of Shares can be denominated and which can defer from a Sub-Fund's Reference Currency, as further detailed in the Annexes.

**Depository and Paying Agent**

means ING Luxembourg S.A.

**Depository Fee**

means the remuneration the Depository and Paying Agent is entitled to for the performance of its duties, as further described, for each Sub-Fund, in *Annex 1 – Sub-Funds Details*.

**Distribution Fee**

means the fee that is used to remunerate the distributors, and any other financial intermediaries involved in the distribution, placement and marketing of the Shares through a regular agreement, as further described, for each Sub-Fund, in *Annex 1 – Sub-Funds Details*.

**Eligible Investor(s)**

has the meaning ascribed to it in the SIF Law, and includes:

- a) Institutional Investors;
- b) Professional Investors; and;
- c) any Well-Informed Investor(s) who fulfils the following conditions: (i) has declared in writing his adhesion to the status of well-informed investor; and (ii) invests a minimum of EUR 100,000 in the Fund or has obtained an assessment from a credit establishment within the meaning of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on the prudential requirements applicable to credit institutions no 648/2012, from an investment firm as defined in Directive 2014/65/EU, from a management company as defined in directive 2009/65/EC or by an authorized alternative investment fund manager within the meaning of Directive 2011/61/EU, certifying his/her expertise, his/her experience and his/her knowledge to appraise in an appropriate manner an investment in the Fund.

**ESG**

Means respectively Environmental, Social and Governance and refers to three groups of indicators used to screen the level of sustainability and societal impact of an investment decision.

<b>Euro or EUR</b>	the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union.
<b>Exchange Traded Funds (ETFs)</b>	Exchange traded products that are structured and regulated as mutual funds or collective investment schemes. Eligible ETFs shall comply with a risk diversification requirements at least similar to those provided for in relation to SIFs. Eligible United States ETFs (open-ended US ETFs subject to the Investment Company Act of 1940 which qualify as a "Diversified Fund") shall comply with a risk diversification requirements at least similar to those provided for in relation to SIFs.
<b>Exchange Traded Commodities (ETCs)</b>	ETCs are traded and settled like ETFs but are structured as debt instruments. They track both broad and single commodity indices. ETC may be physically backed by the underlying commodity (e.g. precious metals) – but in any case no physical delivery should be considered – or uses fully collateralized swaps or futures to synthetically replicate the index return, The Fund will only invest in ETCs which comply with a risk diversification requirements at least similar to those provided for in relation to SIFs.
<b>Exchange Traded Notes (ETNs)</b>	ETNs are quite similar to ETCs, they are generally senior, unsecured, unsubordinated debt issued by a single bank and listed. There are two types of ETNs: collateralised and uncollateralised notes. Collateralised ETNs are hedged partly or fully against counterparty risk whereas uncollateralised ETNs are fully exposed to counterparty risk, which means that an investor in an ETN will be fully exposed to issuer credit risk. The Fund will only invest in ETNs which comply with a risk diversification requirements at least similar to those provided for in relation to SIFs.
<b>Financial Sector Law</b>	means the Luxembourg law of 5 April 1993 on the financial sector, as amended.
<b>Frontier Markets</b>	Frontier Markets countries are commonly defined as countries that are progressing toward becoming advanced through increased production, development of regulatory bodies and exchanges. Frontier Market countries are (i) those classified as "emerging market and developing economies" by the International Monetary Fund, and (ii) those defined as "frontier markets" by the International Finance Corporation (World Bank Group), and (iii) as well those included in the Frontier Markets related indices.
<b>Fund</b>	means Alternative Investment Platform.
<b>GIIN</b>	Global Intermediary Identification Number(s).

<b>Investment Advisor(s)</b>	an advisor that provides advice on investment matters of the Fund that can be appointed by the AIFM or the Investment Manager as the case might be and as specified in the respective Appendix 1 and as further described in section 2.3 of the Offering Document.
<b>Investment Advisor Fee</b>	means the remuneration the Investment Advisor(s) is entitled to for the performance of its duties, as further described, for each Sub-Fund, in Annex 1 – Sub-Funds Details.
<b>Institutional Investors</b>	means investor, within the meaning of Article 174 (II) of the UCI Law, which are legal entities, included, but not limited to, insurance companies, pension funds, credit establishments and other professionals in the financial sector investing either on their own behalf or on behalf of their clients who are also investors within the meaning of this definition, or under discretionary management, Luxembourg and foreign collective investment schemes and qualified holding companies.
<b>Investment Manager(s)</b>	an investment manager to which the AIFM has delegated its functions to manage the assets comprising the Fund or any Sub-Fund, as the case may be and as specified in the respective Sub-Fund within the Annex 1, and described in section 2.3 of the Offering Document.
<b>Investment Manager Fee</b>	means the remuneration the Investment Manager(s) is entitled to for the performance of its duties, as further described, for each Sub-Fund, in <i>Annex 1 – Sub-Funds Details</i> .
<b>IRS</b>	U.S. Internal Revenue Service.
<b>KIID</b>	means the Key Investor Information Document as defined by the Law of 17 December 2010, as amended and applicable regulations.
<b>Luxembourg GAAP</b>	the generally accepted accounting principles in Luxembourg, as the same may be amended from time to time.
<b>NAV or Net Asset Value</b>	means the net asset value of a Class of Shares or of a Sub-Fund or of the Fund, as required by the context.
<b>Performance Fee</b>	The AIFM or the investment manager(s) may receive a performance fee, if applicable, as described in <i>Annex 1 – Sub-Funds Details</i> . The AIFM or the investment manager(s) may waive the Performance Fee at its/their discretion.
<b>PRIIPS KID</b>	means a key information document conforming to the requirements of the PRIIPS Regulation.

<b>PRIIPS Regulation</b>	Regulation No. 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products.
<b>Professional Investor(s)</b>	Defined by the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, the Markets in Financial Instruments Directive "MiFID", being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur.
<b>Reference Currency</b>	means the currency in which the Net Asset Value of each Sub-Fund is denominated, as specified for each Sub-Fund in the relevant section.
<b>SFDR</b>	Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector.
<b>SFTR</b>	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.
<b>SFTs</b>	Securities Financing Transactions, such as lending or borrowing of securities, repurchase or reverse repurchase transactions, buy-sell back or sell-buy back transactions, or margin lending transactions.
<b>Shareholders</b>	means a registered holder of Shares in the Fund.
<b>Shares</b>	means the Shares issued by the Fund or a Sub-Fund whatever Class they belong.
<b>Sub-Fund</b>	means each Sub-Fund within the Fund, and together the Sub-Funds.
<b>SIF Law</b>	means the Luxembourg law of 13 February 2007 on specialised investment funds, as amended.
<b>Taxonomy Regulation</b>	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, as amended from time-to-time.
<b>UCI Law</b>	means the law of 17 December 2010 on undertaking for collective investment, as amended.
<b>Valuation Day</b>	means the Business Day, determined by the AIFM, on which the NAV is dated (as specified in the relevant Annex of each



Sub-Fund).

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## **1. THE FUND**

The Fund is an investment company organised as a public limited company (*société anonyme*) qualifying as an investment company with variable capital (*société d'investissement à capital variable*) specialised investment fund (*fonds d'investissement spécialisé*).

The Fund was incorporated in Luxembourg on 13<sup>th</sup> September 2017 for an unlimited period of time. The Articles of Incorporation have been deposited with the *Registre de Commerce et des Sociétés de Luxembourg* on 21<sup>st</sup> September 2017 and have been published in the *Recueil Electronique des Sociétés et Associations (RESA)* on 21<sup>st</sup> September 2017.

The Fund is registered with the *Registre de Commerce et des Sociétés de Luxembourg*, under number B217999.

The Fund also qualifies as an alternative investment fund within the meaning of the AIFM Law.

The Board of Directors is entitled to establish several pool of assets constituting Sub-Funds, and issue within each Sub-Fund different Classes of Shares.

Each Sub-Fund has specific features and is differentiated with respect to specific investment objectives or restrictions and policies, a specific denomination, specific charging structures, specific dividend policies and specific regulations governing the subscription and the redemption of the relevant Shares. The Fund may offer Shares of different Sub-Funds.

In the event that further Sub-Funds are created, this Offering Document will be amended accordingly.

As between Shareholders, each portfolio of assets shall be invested for the exclusive benefit of the relevant class or classes of Shares. The Fund shall be considered as one single legal entity.

However, with regard to third parties, in particular towards the Fund's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The capital of the Fund will, at all times, be equal to the total net assets of the Fund.

The Accounting Currency of the Fund is EUR.

The subscribed capital of the Fund shall be not less than the minimum capital required by the SIF Law, one million two hundred and fifty thousand Euros (EUR 1,250,000).

## **2. MANAGEMENT AND ADMINISTRATION OF THE FUND**

### **2.1. The Board of Directors**

The Board of Directors is vested with the broadest powers to perform all acts of administration and disposition within the Fund's interest and in compliance with the investment policies and restrictions as determined by the Board of Directors in compliance with applicable laws and regulations and as disclosed in the Offering Document.

The Board of Directors, based upon the principle of risk spreading, has the power to determine (i) the corporate and investment policies and strategies to be applied in respect of each Sub-Fund, (ii) the hedging strategy to be applied to specific Classes of Shares within particular Sub-Funds, and (iii) the course of conduct of the management and business affairs of the Fund, all within the investment powers and restrictions as shall be set forth by the Board of Directors in the Offering Document, in compliance with applicable laws and regulations.

## **2.2. The AIFM**

Altum Management Company (Luxembourg) S.A. has been appointed as AIFM of the Fund, in accordance with the AIFM Law.

Altum Management Company (Luxembourg) S.A. was incorporated on 6 August 2018 as a *société anonyme* under Luxembourg law for an indeterminate period and is registered with the Luxembourg Trade Register under number B 226 846. The articles of incorporation have been published in the RESA on 14 September 2018.

The AIFM is responsible for:

- i. portfolio management services which includes the day-to-day management of the assets of the Fund;
- ii. risk management services, including establish, perform and review on a regular basis, the risk policy and the risk management system necessary to identify, monitor and manage all risk which are relevant in respect of the Fund's investment strategy as part of the investment management function. The risk profile of each sub-fund shall be determined by the AIFM subject to non-objection of the Fund;
- iii. marketing services in relation with the Shares of the Fund, in countries determined by the Board of Directors and in accordance with the AIFM Law;
- iv. valuation services; and
- v. any other services imposed to the AIFM Law and the SIF Law, subject to overall responsibility of the Board of Directors.

The AIFM will perform the day-to-day management as of the Fund's assets according to the terms of an alternative investment fund management agreement (the **AIFM Agreement**) concluded for an indefinite period and which may be terminated by either party with three (3) months' notice.

In order to conduct its business more efficiently, the AIFM may delegate to third parties and affiliates the power to carry out on its behalf one or more of its functions in compliance with the AIFM Directive. Details of the third parties to whom the AIFM has, at the date of this Offering Document, delegated certain of its functions, are set out in the Offering Document. The delegation of functions by the AIFM shall be based on a written agreement between the AIFM and the respective delegate. Such agreements shall comply with all applicable laws and regulations and shall govern the subject of delegation in a comprehensive manner. The legal instruments providing for the enforcement of the Fund's rights are those prescribed by Luxembourg civil law (code civil). These agreements are subject to Luxembourg law and the jurisdiction of the Luxembourg courts. Sub-delegation by any delegate is only possible if the prior consent of AIFM has been obtained. The AIFM shall ensure that the provisions governing delegation agreements shall apply *mutatis mutandis* to the sub-delegation agreements. The original liability towards the Fund and Investors remains unaffected by the delegation of functions. The AIFM covers its potential liability risks arising from professional liability by holding the appropriate additional own funds within the meaning of the Law of 2013 as well as the AIFMD Directive.

The AIFM will monitor on a continuous basis the activities of the third parties to which it has delegated functions.

The AIFM ensures to act at all times in compliance with the Offering Document, the Articles, the AIFM Law, the SIF Law and the corpus of rules formed by (a) the AIFM Directive, (b) the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFM Directive, (c) any binding guideline or other delegated act and regulation issued from time to time by the EU relevant authorities pursuant to any national laws and regulations (the **AIFM Rules**).

## **2.3. The Investment Advisor / Investment Manager**

The Fund is managed by the AIFM which has the overall responsibility for the portfolio management of the Fund, its Sub-Funds and if applicable, its corresponding class of shares. The AIFM is responsible for the monitoring of investment policies and restrictions of the Sub-Funds.

In the performance of such duties, the AIFM may be assisted by Investment Adviser(s), or delegate such duties to Investment Manager(s) for each Sub-Fund, according to their respective investment policy and objectives.

In order to carry out the investment policy, the AIFM may, if and when it deems it opportune, appoint one or more Investment Managers for each Sub-Fund in accordance with applicable laws and regulations on delegation. Such an appointment will be done under the responsibility and the supervision of the AIFM and disclosed in the relevant Appendix 1. Subject to the prior approval of the AIFM, the Investment Manager may appoint one or more sub-managers or advisors based on their particular knowledge, skills and experience which may be necessary or recommendable for the achievement of the investment objectives of the relevant Sub-Fund. Such a sub-manager or advisor will provide its services under the responsibility of the Investment Manager and, in principle at the expense of the Investment Manager. The portfolio management mandate cannot be entrusted to the Depositary or one of its delegates.

The AIFM may appoint one or more Investment Advisors in order to receive advice in relation to the management of the investments of a relevant Sub-Fund, the AIFM will not be bound by any advice received from such external advisors.

The fees to which the Investment Advisor and the Investment Manager are entitled are further described in the Sub-Fund particulars as mentioned in the respective Appendices 1 to this Offering Document. Unless otherwise provided, this commission is expressed as a percentage of the average net asset value and is payable quarterly.

The term of the Investment Management Agreement will in principle be equal to the term of the relevant Sub-Funds as stated in the relevant Appendices and will in either case terminate upon liquidation of the Fund.

The AIFM may, at any time and with immediate effect, remove the Investment Manager for in accordance with article 42ter (g) of the SIF Law if this is in the best interest of the Shareholders.

#### **2.4. The Depositary and Paying Agent**

The Fund has appointed ING Luxembourg S.A. as depositary and paying agent within the meaning of the AIFM Law.

ING Luxembourg S.A. is a *société anonyme* incorporated under the laws of Luxembourg and having its registered office at 52, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg RCS under number B 006.041. The Depositary is a credit institution subject to article 2 of the Financial Sector Law.

The Depositary shall perform its duties in accordance with the SIF Law and the AIFM Law and pursuant to the terms of the depositary and paying agent agreement entered into for an unlimited period of time and which may be terminated by either party subject to a three (3) months' prior notice.

Any such termination is subject to the condition that a successor depositary assumes within two months the responsibilities and the functions of the Depositary and provided, further, that the duties of the Depositary hereunder shall continue thereafter for such period as may be necessary to allow for the transfer of all assets of the Fund to the successor Depositary.

The principal duties of the Depositary are:

- i. safe-keeping of the assets of the Fund that can be held in custody and record-keeping of the assets that cannot be held in custody in which case the Depositary must identify and verify on a continuous basis their ownership;
- ii. ensure that the Fund's cash flows are properly monitored, and in particular ensure that all payments made by or on behalf of a Shareholder upon the subscription of Shares in a Sub-Fund have been

received and that all cash of the Fund has been booked in cash accounts that the Depositary can monitor and reconcile;

- iii. ensure that the issue, redemption and conversion of Shares of any Sub-Fund are carried out in accordance with Luxembourg applicable laws;
- iv. ensure that the Net Asset Value of the Shares of any Sub-Fund is calculated in accordance with Luxembourg applicable laws and valuation procedures;
- v. carry out the instructions of the AIFM, unless they conflict with Luxembourg applicable laws and regulations;
- vi. ensure that in transactions involving the Fund's assets any consideration is remitted to the Fund within the usual time limits;
- vii. ensure that the Fund's income is applied in accordance with Luxembourg applicable laws and regulations.

In relation to the duties of the Depositary referred to under (i) above, in respect of financial instruments which can be held in custody (except to the extent that the Depositary has contractually transferred liability to a delegate in accordance with AIFM Law and the AIFM Rules), the Depositary is liable towards the Fund or the Shareholders for any loss of such financial instruments held by the Depositary or any delegate.

In relation to all the other duties of the Depositary as referred to under items (ii) to (vii) above, the Depositary is liable towards the Fund or the Shareholders for all other losses suffered by it or them as a result of the negligence of the Depositary or intentional failure to properly fulfil such obligations.

The Paying Agent is, upon and in accordance with the instructions of the Board of Directors, responsible for executing distribution payments or arrange for distribution payments to Shareholders. The Paying Agent shall make payment or cause payment to be made of proceeds from the redemption of Shares, but only after all the conditions described in the Offering Document have been satisfied.

## **2.5. The Central Administrative, Registrar, and Transfer Agent**

UI EFA S.A. ("EFA") has been retained by the Fund as central administrative, registrar and transfer agent (the **Central Administrative Agent**), pursuant to the terms of the administrative agent, registrar and transfer agent agreement, EFA will be responsible for all administrative duties required by Luxembourg laws and among others for handling the provision of accounting services (in particular, carrying out the calculation of the Net Asset Value of the Fund in accordance with the Offering Document and the Articles and the preparation of the financial statements), processing subscriptions, redemptions, conversions and/or transfers of Shares, calculating issue and redemption proceeds and maintaining the records of the Fund as well as for the mailing of statements, reports, notice and other documents to the concerned Shareholders of the Fund, in in compliance with the provisions of, and as more fully described in, the relevant agreement mentioned hereafter. EFA is a *société anonyme* incorporated under the laws of Luxembourg and having its registered office at 2, rue d'Alsace, L-1122 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg RCS under number B 56766. The Central Administrative Agent is a professional of the financial sector subject to the Financial Sector Law.

The rights and duties of EFA as administrative agent are governed by an agreement entered into 13<sup>th</sup> September 2017 and each of the parties may terminate this agreement subject to three (3) months' notice.

EFA as Registrar and Transfer Agent of the Fund will, with the assistance of the AIFM, control that Shareholders are Eligible Investors within the meaning of the SIF Law.

The fees and expenses of the Central Administrative, Registrar, and Transfer Agent are borne by the Fund and charge in accordance with common practice in Luxembourg.

## **2.6. The Auditor**

Ernst & Young has been appointed as independent auditor (*réviseur d'entreprises agréé*) by the Fund for a term expiring at the date of the next annual general meeting of the Shareholders and until its successor is elected.

Ernst & Young is a *société anonyme* incorporated under the laws of Luxembourg and having its registered office at 35E avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg RCS under number B 47.771.

## **3. INVESTMENT OBJECTIVES AND POLICY**

The Fund has as investment objective to offer a wide range of investments through its Sub-Funds aiming at providing a favourable return, while controlling risks. For each Sub-Fund, the investment objectives and policies and the specificities as to the offering of the Shares and the management of such Sub-Funds will be set out in Annex 1.

Furthermore, each Sub-Fund shall ensure a minimum risk diversification within their portfolios and comply with all the guidelines and restrictions as further disclosed in the CSSF Circular 07/309 (as may be amended or repealed by the CSSF), each Sub-Fund may not invest more than 30% of its net assets in securities of the same kind issued by the same issuing body. These restrictions do not apply:

- i. to investments in securities issued or guaranteed by any state, or by its local authorities or by supranational institutions and bodies of a European, regional or worldwide nature; and
- ii. to investments in undertakings for collective investment which are subject to risk diversification requirements at least similar to those provided for in relation to SIFs;

It is understood that such limit of 30% does not apply to the amount of cash in deposit in the account of the prime broker(s) and broker(s). Any investment made by the prime broker(s) will, in any case, comply with all the guidelines and restrictions set forth in the CSSF Circular 07/309.

## **4. GENERAL PROVISION RELATED TO SFTS**

Provided that it is authorized by its investment policy and strategy as further detailed under section headed "Sub-Funds details" of this Offering Document, a specific Sub-Fund may employ SFTs and derivatives instruments relating to transferable securities and money market instruments amongst others for hedging purposes, efficient portfolio management, duration management or other risk management of the portfolio.

The Sub-Fund may also invest in OTC financial derivatives instruments, included but not limited to non-deliverable forwards, total return swaps, interest rate swaps, currency swaps, swaptions, credit default swaps, and credit linked note for either investment or hedging purposes.

In doing so the Sub-Fund shall comply with the applicable restrictions and in particular with the SFTR, and disclosed relevant SFTs related information in the Appendix 1 of each Sub-Fund.

The assets that may be subject to SFTs are limited to:



- short term bank certificates or money market instruments such as defined within 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 certain UCITS as regards the clarification of certain definitions;
- 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 world-wide scope;
- shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent;
- bonds issued by non-governmental issuers offering an adequate liquidity;
- shares quoted or negotiated on a regulated market of a European Union Member State or on a stock exchange of a Member State of the OECD, on the condition that these shares are included in a main index.

The maximum proportion of assets under management of the Fund that can be subject to SFTs, and other SFTs information related, will be disclosed, as the case maybe, in each Sub-Fund specificities in Annex 1.

The counterparties to the SFTs will be selected on the basis of very specific criteria taking into account notably their legal status, country of origin, and minimum credit rating. The Fund, and relevant, Sub-Fund will therefore only enter into SFTs with such counterparties that are subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law and approved by the board of directors of the AIFM, and who are based on a regulated market of a European Union Member State or on a stock exchange of a Member State of the OECD.

The risks linked to the use of SFTs as well as risks linked to collateral management, such as operational, liquidity, counterparty, custody and legal risks and, where applicable, the risks arising from its reuse are further described hereunder in section "RISK FACTORS".

Assets subject to SFTs will be safe-kept by the Depositary.

All revenues arising from SFTs, net of direct and indirect operational costs and fees, will be returned to the Fund. In particular, fees and cost may be paid to agents of the Fund and other intermediaries providing services in connection with SFTs as normal compensation of their services. Such fees may be calculated as a percentage of gross revenues earned by the Fund through the use of such techniques and transactions. Information on the identity of the entities to which such costs and fees are paid will also be available in the annual report of the Fund.

These parties are not related parties to the Investment Manager(s) or the AIFM.

The Fund will, for the time being, not enter into SFTs such as repurchase and reverse repurchase agreements or engage in securities lending transactions or other transactions as foreseen under SFTR but only in total return swaps (TRS) as further detailed in the section "Sub-Funds Details" of this Offering Document. Should the Board of Directors of the Fund decide to use such other techniques and instruments for any specific Sub-Fund, the Board of Directors of the Fund will update the section "Sub-Funds Details" accordingly and will include related requirements of SFTR under the section "Sub-Funds details" in respect of each relevant Sub-Fund, where applicable. A total return swap or **TRS** is an agreement in which one party (total return payer) transfers the total economic performance of a reference obligation to the other party (total return receiver). Total economic performance includes income from interest and fees, gains or losses from market movements, and credit losses. Then TRS involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments. As such, the use of TRSs or other derivatives with similar characteristics allows gaining synthetic exposure to certain markets or underlying assets without investing directly (and/or fully) in these underlying assets.

The use made of SFTs and total return swaps, if any, will be disclosed in the annual report of the Fund.

## **5. RISK MANAGEMENT AND LIQUIDITY MANAGEMENT**

The AIFM shall establish, implement and maintain a risk management process, which shall be reviewed and updated with appropriate frequency at least once a year, which enables it to identify, measure, manage and monitor at any time all the relevant risks of the positions to which the Fund and/or the Sub-Funds is or may be exposed and their contribution to the overall risk profile of the Fund and which includes the use of appropriate stress testing procedures.

The AIFM maintains a liquidity management process to monitor the liquidity risk of the Sub-Funds, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions.

The liquidity management systems and procedures allow the AIFM to apply various tools and arrangements necessary to ensure that the portfolio of each Sub-Fund is sufficiently liquid to normally respond appropriately to redemption requests.

Other arrangements may also be used in response to redemption requests, including the temporary suspension or deferral of such redemption requests in certain circumstances or use of similar arrangements which, if activated, will restrict the redemption rights Shareholders benefit from in normal circumstances as set out in this Offering Document.

## **6. RISK FACTORS**

Investments in the Fund involves the risk of capital losses and significant risks which may include, or be linked to, inter alia, share and bond risks, exchange rate risk, interest rate risk, credit risk, volatility and/or liquidity risk, capital repatriation restrictions and counterparty risk as well as political risks in the relevant markets, in particular in the emerging countries.

Potential Eligible Investors must furthermore have experience of investing in derivatives instruments used in the context of the investment policy concerned and shall have the financial ability and willingness to accept for an indefinite period of time the investment risks inherent in the Fund. Eligible Investors must, moreover, be fully aware of the risks involved in investing in Shares and ensure that they consult their legal, tax and financial advisor, auditor or any other advisor in order to obtain complete information on (i) the appropriate nature of an investment in Shares, depending on their personal financial and fiscal situation and on their particular circumstances, (ii) the information contained in the present Offering Document and (iii) the investment policy and the specific risks of the relevant Sub-Fund, before taking any investment decision.

Performance of the Fund is subject to changes in various factors including, without limitation, fluctuations in the prices of the securities or other financial assets owned by the Sub-Funds, currencies and interest rate movements.

The following discussion of risk factors does not purport to be a complete explanation of the risks involved in investing in the Fund. Eligible Investors must rely upon their own examination and evaluation of the Fund and their ability to understand the nature of an investment, including the risks involved in making such a decision to invest in the Fund independently without reliance on the AIFM or its directors, managers, officers, employees, agents, professional advisors and affiliates.

### **Accounting Standards**

In some emerging markets, the applicable accounting and auditing standards are not as strict as those applied in Western European countries. Consequently, the accounting and financial information on the companies in which some Sub-Funds invest may be less reliable.

### **Commodities risk**

The production and marketing of commodities, and therefore of commodity related companies and investments, may be affected by actions and changes in governments. In addition, commodity-related investments may be cyclical in nature. During period of economic or financial instability, commodity-related investments may be subject to broad price fluctuations, reflecting volatility or energy and basic material prices and possible instability of supply of various commodities. Commodity-related investments may also experience greater price fluctuations than the relevant commodity. In period of rising commodity prices, such investments may rise at a faster rate; and conversely, in times of falling commodity prices, such investments may suffer a greater price decline.

### **Concentration Risk**

The risk of losses due to the limited diversification in the investments made. Diversification may be sought in terms of geography (economic zone, country, region, etc.), currency or sector. Concentration risk also relates to large positions in a single issuer relative to a Sub-Fund's asset base.

### **Counterparty Risk**

When over-the-counter (**OTC**) contracts are entered into, the Fund may find itself exposed to risks arising from the creditworthiness of its counterparties and from their capacity to respect the conditions of these contracts. The Fund may thus enter into futures, option and exchange rate contracts, or use other derivative techniques (such as various swaps agreements), each of which involves a risk for the Fund of the counterparty failing to respect its commitments under the terms of each contract.

### **Currency Risk**

The value of investments may be affected by a variation in foreign exchange rates between the Reference Currency in the Sub-Funds or Classes of Shares and the currencies in which the Fund's investments are denominated.

### **Custody Risk**

Local custody services in some of the market countries in which some Sub-Funds 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.

### **Disaster Risk**

The risk of loss caused by natural and/or man-made hazards. Disasters can impact economic regions, sectors and sometimes have a global impact on the economy.

### **Double Layer of Fees**

Eligible Investors should be aware that investing in a target fund may lead to a doubling of fees and expenses, among others at the level of the functions of custodians, central administrations, investment managers, investment advisors, and at the level of fees upon subscriptions, redemptions and conversions.

### **Fraud and Audit Risk**

The risk than an audit firm fails to uncover errors or frauds. This may cause large price movements and suspension of quotation for companies in which frauds are uncovered.

### **Fund Liquidation Risk**

Liquidation risk is the inability to sell some holdings when a Sub-Fund is being liquidated. This is extreme case of redemption risk.

### **Hedging risk**

The risk arising from a Class of Shares of investment being over or under hedged with regards to, but not limited to currency and duration.

### **Interest Rate Risk**

Eligible Investors must be aware that an investment in the Shares may be exposed to interest rate risk. This risk occurs when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Funds.

### **Lack of Diversity**

The Fund is subject to the legal or regulatory risk diversification requirements, specified in the circular CSSF 07/309 on risk diversification, as it may be amended from time to time. Therefore, the Fund is in principle authorized to make a limited number of investments and, as a consequence, the aggregate returns realized by the Shareholders may be substantially adversely affected by the unfavourable performance of even one investment. In addition, the assets of the Fund may be concentrated in certain industries and segments of activity.

### **Legal Risk**

The risk from uncertainty due to legal actions or uncertainty in the applicability or interpretation of contracts, laws or regulations.

### **Leverage**

In investing in some target funds a Sub-Fund may use leverage. The potential Eligible Investors should be aware that the resulting risk is naturally higher than the risk resulting from investments in unleveraged products. Leverage will amplify both positive and negative returns. A leveraged investment will also be subject to interest rate and currency volatility.

### **Liquidity Risk**

Liquidity risks arise when a particular instrument is difficult to sell. Some securities or other financial assets that the Fund may invest in, may be to sell at the appropriate time, during certain periods or in specific stock market segments.

There is a risk that stock market securities traded in a narrow market segment are subject to high price volatility.

### **Market Risk**

This risk is of a general nature, affecting all types of investment. The trend in the prices of transferable securities is determined mainly by the trend in the financial markets and by the economic development of the issuers, who are themselves affected both by the overall situation of the global economy and by the economic and political conditions prevailing in each country.

### **Operational Risk**

The risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events. Operational risks includes but is not limited to multiple risks such as: systems and process risk that arises from systems vulnerability, insufficiency or controls failure, valuation risk when an asset is overvalued and is worth less than expected when it matures or is sold, service providers risk when service providers do not deliver the desired level of service, execution risk when an order may not be executed as desired, resulting in a loss for the Sub-Funds or having regulatory consequences, and risk surrounding human being (insufficient or inappropriate skills/competencies, loss of key personal, availability, health, safety, fraud/collusion risk, etc.).

### **Political and Economic Risk**

Regulatory changes may have a material and adverse effect on the prospects for profitability for the Fund. Global markets are subject to ongoing and substantial regulatory supervision, and it is impossible to predict what statutory, administrative or exchange imposed restrictions may become applicable in the future. While the Fund believes that the current process of reform of the economic and legal system in the target jurisdictions in which it seeks to invest is favourable to economic growth and the rates of return on investments which the Fund will seek to achieve, there is no assurance that these reforms will be continued or that they will achieve the expected results.

These reforms may be challenged or slowed by political or social events, or by national or international armed conflicts. All these political risks may affect the capital gains objectives set for the relevant Sub-Fund.

### **Projections and Forecasts**

When considering any forecasts and projections contained in the Offering Document, Eligible Investors need to be conscious that the same are based on analyses. Even though the projections have been compared, and are generally considered consistent, they necessarily incorporate an element of subjectivity, and no certainty can be given that said projections will be correct.

### **Redemption Risk**

The inability to meet a redemption within a contractual timeframe without serious disruption of the portfolio structure or loss of value for the remaining Shareholders. Sub-Funds' redemptions whether in cash or in kind may impair the strategy. Swings may apply to redemption and may differ from the NAV per share price at the disadvantage of the Shareholder redeeming Shares. In crisis periods, the risk of illiquidity may give rise to suspension of the calculation of the NAV and temporarily impede the right of Shareholders to redeem their Shares.

### **Regulatory and Compliance Risk**

The risk that regulations, standards or rules or professional conduct may be violated resulting in legal and regulatory sanctions, financial losses or damage to one's reputation.

### **Risk of Default**

In parallel to the general trends prevailing on the financial markets, the particular changes in the circumstances of each issuer may have an effect on the price of an investment.

Even a careful selection of securities or other financial assets cannot exclude the risk of losses generated by the depreciation of the issuers' assets.

### **Synthetic Short Exposure Risk**

The risk of loss caused by the appreciation of an asset. Synthetic exposures profit from falling prices while upward trending prices can result in losses.

### **Tax Risk**

The Fund plans to structure its investments in each relevant country in a manner which, based on professional advice obtained by the Fund and/or the AIFM, seeks to optimise its tax position in those countries. The structures adopted are based on relevant laws and regulations in each country and the interpretation of those laws and regulations.

Potential Eligible Investors' attention is drawn to the taxation risks associated with investing in the Fund. Tax law and practice in emerging market countries is less established than in countries with regulated markets. It is therefore possible that current laws, interpretation, guidance, or practices relating to taxation may change, potentially with retrospective effect. This could mean that the relevant Sub-Fund may have to pay additional taxes or have sales proceeds withheld for tax reasons in circumstances which cannot be anticipated at the time when investments are made, valued or disposed of. If it turns out that these investments are subject to tax, the tax will be included in the calculation of the NAV of the relevant Sub-Fund.

**Shareholders are therefore advised to consult their own tax advisors with regard to their individual situation before they acquire Sub-Fund Shares as well as during their investment in a Sub-Fund.**

### **Trading Venues Risk**

The risk that exchanges discontinue the trading of assets and instruments. Suspensions and de-listings constitute the main risks related to trading exchanges. The Sub-Funds may not be able to trade certain assets for a period of time.

### **Valuation Risk**

The valuation of target funds in which a Sub-Fund may invest may be difficult to realize with accuracy because they are valued by fund administrators affiliated to fund managers, or by the fund managers themselves, resulting in valuations which are not verified by an independent third party on a regular or timely basis. Accordingly there is a risk that the valuations of a Sub-Fund may not reflect the true value of such target funds holdings at a specific valuation point, which could result in significant losses or inaccurate pricing for the Sub-Fund.

### **Risks Associated with Specific Investments**

- **Bank Loans**

The Sub-Fund's investment program may include investments in significant amounts of bank loans and participations. Loan investments are relatively illiquid, particularly in times of economic downturn. The ability of the Sub-Funds to vary their investments in response to changes in economic and other conditions is limited. Furthermore, in purchasing a participation the Sub-Fund may not directly benefit from the collateral supporting the loan obligation in which it has purchased the participation. As a result, the Sub-Fund would assume the risk of both the obligor and the selling institution, which would remain the legal owner of record of the loan.

Such loans may be secured or unsecured. Loans that are fully secured offer a Sub-Fund more protection than an unsecured loan in the event of non-payment of scheduled interest or principal. However, there is no assurance that the liquidation of collateral from a secured loan would satisfy the corporate borrower's obligation. In addition, investments in loans through a direct assignment include the risk that if a loan is

terminated, a Sub-Fund could become part owner of any collateral, and would bear the costs and liabilities associated with owning and disposing of the collateral.

A loan is often administered by an agent bank acting as agent for all holders. Unless, under the terms of the loan or other indebtedness, a Sub-Fund has direct recourse against the corporate borrower, the Sub-Fund may have to rely on the agent bank or other financial intermediary to apply appropriate credit remedies against a corporate borrower.

The loan participations or assignments in which a Sub-Fund intends to invest may not be rated by any internationally recognised rating service.

- Fixed Income Securities

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Information relating to the credit quality of the fixed income securities of a particular Sub-Fund is given in the relevant Appendix. Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry.

Investors should note that credit ratings may not necessarily reflect the true risk of an investment and that the Investment Advisor and the Board of Directors may use its own set of credit rating criteria to perform its credit analysis, which may differ from the criteria used by the credit rating agencies.

The volume of transactions effected in certain international bond markets may be appreciably below that of the world's largest markets, such as the United States. Accordingly, a Sub-Fund's investments in such markets may be less liquid and their prices may be more volatile than comparable investments in securities trading in markets with larger trading volumes. Moreover, the settlement periods in certain markets may be longer than in others which may affect portfolio liquidity.

- High-Yield Securities

Sub-Funds may invest in high-yield securities. These fixed income securities (rated BB+ by Standard & Poor's or Ba1 by Moody's or lower) typically are subject to greater market fluctuations and to greater risk of loss of income and principal due to default by the issuer than are higher-rated fixed income securities. Lower rated fixed income securities values tend to reflect short term corporate, economic and market developments and investor perceptions of the issuer's credit quality to a greater extent than lower yielding higher-rated fixed income securities. In addition, it may be more difficult to dispose of, or to determine the value of, high yield fixed income securities. There are fewer investors in lower-rated securities, and it may be harder to buy and sell securities at an optimum time. Fixed income securities rated BB+ or Ba1 or lower are described by the ratings agencies as "predominantly speculative with respect to capacity to pay interest and repay principal in accordance with the terms of the obligation. While such debt will likely have some quality and protective characteristics, these are outweighed by large uncertainties or major risk exposures to adverse conditions".

- Short Sales

A short sale involves the sale of a security that the seller does not own in anticipation of purchasing the same security (or a security exchangeable therefore) at a later date at a lower price. To make delivery to the buyer, the seller must borrow the security, and is obligated to return the security to the lender, which is accomplished by a later purchase of the security. When a short sale is made, the seller must leave the proceeds thereof with the broker and deposit with the broker an amount of cash or Government securities sufficient under current margin regulations to collateralise its obligation to replace the borrowed securities that have been sold. If short sales are effected on a foreign exchange, such transactions will be governed by local law. A short sale involves the risk of a theoretically unlimited increase in the market price of the security. In addition, a short sale involves the risk that borrowed securities will have to be returned to the lender at a time when such securities cannot be borrowed from other sources, potentially requiring a short sale transaction to be closed at an inopportune

time or under disadvantageous circumstances. A Sub-Fund may have no policy limiting the amount of capital it may deposit to collateralise its obligation to replace borrowed securities sold short.

A similar risk applies in case derivatives are used to achieve a result equal to a short sale.

- Use of Derivative Contracts

Derivative Contracts may include, without limitation the following categories of instruments:

- a) Options: an option is an agreement that gives the buyer, who pays a fee or premium, the right but not the obligation to buy or sell a specified amount of a certain underlying at an agreed price (the strike or exercise price) on or until the expiration of the contract. A call option is an option to buy, and a put option an option to sell.
- b) Futures contracts: a futures contract is an agreement to buy or sell a stated amount of a security, currency, index (including an eligible commodity index) or other asset at a specific future date and at a pre-agreed price.
- c) Forward agreements: a forward agreement is a customised, bilateral agreement to exchange an asset or cash flows at a specified future settlement date at a forward price agreed on the trade date. One party to the forward is the buyer (long), who agrees to pay the forward price on the settlement date; the other is the seller (short), who agrees to receive the forward price.
- d) Interest rate swaps: an interest rate swap is an agreement to exchange interest rate cash flows, calculated on a notional principal amount, at specified intervals (payment dates) during the life of the agreement.
- e) Equity swap: an equity swap is an agreement which consist of paying out (or receiving) to (from) the swap counterparty:
  - i) a positive or negative price return of one security, a basket of securities, a stock, exchange index, a benchmark or a financial index;
  - ii) an interest rate, either floating or fixed;
  - iii) a foreign exchange rate; or
  - iv) a combination of any of the above.

Derivatives instruments are contracts whose price or value depends on the value of one or multiple underlying assets or data as defined in standardized or tailored contracts. Assets or data may include but are not limited to equity, index, commodity and fixed-income prices, currency pair exchange rates, interest rates, weather conditions as well as, and when applicable, volatility or credit quality related to these assets or data. Derivatives instruments can be very complex by nature and subject to valuation risk. Derivatives instruments can be exchange traded (ETD) or dealt over-the-counter (OTC). The Sub-Funds may invest, either directly or indirectly, in derivatives permissible under Luxembourg laws and regulations. Generally, derivatives are financial contracts the value of which depends upon, or is derived from, the value of an underlying asset, reference rate or index, and may relate to stocks, bonds, interest rates, currencies or currency exchange rates, commodities, and related indexes. Some of these derivatives take the form of swap agreements, call options, put options and forward trading. The Sub-Funds' use of derivative instruments involves risks different from, or possibly greater than, the risks associated with investing directly in securities and other more traditional investments. Particular derivative instruments such as without limitation put options, call options and forward contracts may be associated with specific risks, which are not discussed below. The following provides a general discussion of important risk factors relating to all derivative instruments that may be used by the Sub-Funds.

(a) *Management Risk*

Derivative products are highly specialised instruments that require investment techniques and risk analyses different from those associated with stocks or bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions.



(b) *Credit Risk*

The use of a derivative instrument involves the risk that a loss may be sustained as a result of the failure of the counterparty to make required payments or otherwise comply with the contract's terms.

(c) *Liquidity Risk*

If a derivative transaction is particularly large or if the relevant market is illiquid (as is the case with many privately negotiated derivatives), it may not be possible to initiate a transaction or liquidate a position at an advantageous time or price.

(d) *Leverage Risk*

Because many derivatives have a leverage component, adverse changes in the value or level of the underlying asset, reference rate or index can result in a loss substantially greater than the amount invested in the derivative itself. Certain derivatives have the potential for unlimited loss, regardless of the size of the initial investment. When the Sub-Funds use derivatives for leverage, investments in the Sub-Funds will tend to be more volatile, resulting in larger gains or losses in response to market changes.

(e) *Lack of Availability*

Because the markets for certain derivative instruments (including markets located in foreign countries) are relatively new and still developing, suitable derivatives transactions may not be available in all circumstances for risk management or other purposes. There is no assurance that the Sub-Funds will engage in derivatives transactions at any time or from time to time. The Sub-Funds' ability to use derivatives may also be limited by certain regulatory and tax considerations.

(f) *Market and Other Risks*

Like most other investments, derivative instruments are subject to the risk that the market value of the instrument will change in a way detrimental to the Sub-Funds' interest. If the Board of Directors incorrectly forecasts the values of securities, currencies or interest rates or other economic factors in using derivatives for the Sub-Funds, the Sub-Funds might have been in a better position if they had not entered into the transaction at all. While some strategies involving derivative instruments can reduce the risk of loss, they can also reduce the opportunity for gain or even result in losses by offsetting favourable price movements in other Sub-Funds' investments. The respective Sub-Fund may also have to buy or sell a security at a disadvantageous time or price because the Sub-Fund is legally required to maintain offsetting positions or asset coverage in connection with certain derivatives transactions.

(g) *Other Derivative Risks*

Other risks in using derivatives include the valuation risk and the potential inability to correlate perfectly with underlying assets, rates and indexes. Many derivatives are privately negotiated, complex and its valuation can be subjective. Improper valuations can result in increased cash payment requirements to counterparts or a loss of value to the respective Sub-Fund. Also, the value of derivatives may not correlate perfectly, or at all, with the value of the assets, reference rates or indexes they are designed to closely track.

Furthermore, it should be noted that Classes within a Sub-Fund are not separate legal entities. Thus, all of the assets of such a given Sub-Fund are available to meet all of the liabilities of such Sub-Fund. For this reason, transactions within the scope of hedging currencies for single Classes of a Sub-Fund may have a negative impact on the NAV of other Classes of the same Sub-Fund.

- Loans of Portfolio Securities / Securities Lending Risk

For the purpose of achieving income, the Sub-Funds may lend their portfolio securities to brokers, dealers, and other financial institutions provided a number of conditions are satisfied, including that the loan is fully collateralised and provided that they comply with the SFTR. When the respective Sub-Fund lends portfolio securities, its investment performance will continue to reflect changes in the value of the securities loaned, and the Sub-Fund will also receive a fee or interest on the collateral. Securities lending involves the risk of loss of rights in the collateral or delay in recovery of the collateral if the borrower fails to return the security loaned or becomes insolvent. The Sub-Fund may pay lending fees to a party arranging the loan.

- Repurchase and Reverse Repurchase Agreements

Sub-Funds may enter into repurchase and reverse repurchase agreements. When the Sub-Fund enters into a repurchase agreement, it "sells" securities to a broker-dealer or financial institution, and agrees to repurchase such securities on a mutually agreed date for the price paid by the broker-dealer or financial institution, plus interest at a negotiated rate. In a reverse repurchase transaction, the Sub-Fund "buys" securities issued from a broker-dealer or financial institution, subject to the obligation of the broker-dealer or financial institution to repurchase such securities at the price paid by the Sub-Fund, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by the Sub-Fund involves certain risks. For example, if the seller of securities to the Sub-Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Sub-Fund will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the Sub-Fund's ability to dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that the Sub-Fund may not be able to substantiate its interest in the underlying securities. Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Sub-Fund may suffer a loss to the extent that it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller. Similar elements of risk arise in the event of the bankruptcy or insolvency of the buyer.

- Risk related to the use of TRSs

Because it does not involve physically holding the securities, synthetic replication through total return (or unfunded swaps) and fully-funded swaps can provide a means to obtain exposure to difficult-to-implement strategies that would otherwise be very costly and difficult to have access to with physical replication. Synthetic replication therefore involves lower costs than physical replication. Synthetic replication however involves Counterparty risk. If the Sub-Fund engages in OTC financial derivative instruments, there is the risk – beyond the general counterparty risk – that the counterparty may default or not be able to meet its obligations in full. Where the Fund and any of its Sub-Funds enters into TRSs on a net basis, the two payment streams are netted out, with Fund or each Sub-Fund receiving or paying, as the case may be, only the net amount of the two payments. Total return swaps entered into on a net basis do not involve the physical delivery of investments, other underlying assets or principal. Accordingly, it is intended that the risk of loss with respect to TRSs is limited to the net amount of the difference between the total rate of return of a reference investment, index or basket of investments and the fixed or floating payments. If the other party to a TRS defaults, in normal circumstances the Fund's or relevant Sub-Fund's risk of loss consists of the net amount of total return payments that the Fund or Sub-Fund is contractually entitled to receive.

- Credit Risk: Lower Credit Quality Securities

The Sub-Funds may be exposed to the risk that one or more of the issuers of debt securities in the Sub-Funds' portfolio may default in paying principal or interest. Such companies' securities may be considered speculative, and the ability of such companies to pay their debts on schedule could be affected by adverse interest rate movements, changes in the general economic climate, economic factors affecting a particular industry or specific developments within such companies. In addition, there is no minimum credit standard that is a prerequisite to the Sub-Funds' investment in any instrument, and a significant portion of the obligations and

preferred stock in which the Fund invests may be less than investment grade. As a result, the Sub-Funds may lose all or substantially all of their investment in any particular instance.

There are no restrictions on the credit quality of the investments of the Sub-Funds. Securities in which the Sub-Funds may invest may be deemed by rating companies to have substantial vulnerability to default in payment of interest and/or principal. Other securities may have the low credit ratings or may be unrated. Lower rated and unrated securities in which the Sub-Funds may invest have large uncertainties or major risk exposures to adverse conditions, and are considered to be predominantly speculative.

- Small and Medium Capitalisation Companies

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

- Emerging Markets

Potential investors should be aware that investment in emerging markets may involve, due to the economic and political development process which some of these countries are undergoing, a higher degree of risk which could adversely affect the value of the investments. Among other things, investment in emerging markets involves risks such as the restriction on foreign investment, counterparty risk, higher market volatility and the illiquidity of the companies' assets depending on the market conditions in certain emerging markets. Moreover, companies may be subject to considerably less state supervision and less differentiated legislation. Their accounting and auditing do not always match western standards.

Investments in some emerging countries are also exposed to higher risks in respect of the possession and custody of securities. Ownership of companies is for the most part determined by registration in the books of the company or its registrar (who is not, however, an agent of the custodian nor liable to the latter). Certificates evidencing the ownership of companies are frequently not held by the custodian, any of its correspondents or an efficient central depository. As a result and due to lack of efficient regulation by government bodies, the Fund may lose the possession of or the registration of shares in companies through fraud, serious fault or negligence.

- Frontier Markets

Investments in Emerging Market countries involve risks as set out in the section "Emerging Markets" above. Investments in Frontier Markets involve risks similar to investments in Emerging Markets but to a greater extent since Frontier Markets are even smaller, less developed, and less accessible than other Emerging Markets. Frontier Markets may also experience greater political and economic instability and may have less transparency, less ethical practices, and weaker corporate governance compared to other Emerging Markets and the relevant Fund/Investors may be adversely impacted. Such markets are also more likely to have investment and repatriation restrictions, exchange controls and less developed custodial and settlement systems than other Emerging Markets. The countries that comprise Frontier Markets include the lesser developed countries located in Africa, Asia, the Middle East, Eastern Europe and Latin America. As a result, the relevant Fund/Investors may be adversely impacted.

- Money Market Instruments

The term "money market instruments" refers to a variety of short-term, liquid investments. Some common types are government bills and notes, which are securities issued by a government; commercial paper, which are promissory notes issued by large companies or financial firms; banker's acceptances, which are credit instruments guaranteed by banks; and negotiable certificates of deposit, which are issued by banks in large denominations. Money market securities can pay fixed, variable, or floating rates of interest. The Sub-Funds are subject to income risk, where the respective Sub-Fund's income will decline because of falling interest rates. A fund's income declines when interest rates fall, because the fund then must invest in lower-yielding instruments. Because the Sub-Funds' income is based at least partially on short-term interest rates—which can fluctuate significantly over short periods—income risk is expected to be high.

- Investment in Funds

A Sub-Fund may invest in some target funds which are not subject to a supervision performed by a supervisory authority set up by law, which ensure a protection of the Shareholder equivalent to the supervision level offered by funds domiciled in European Union. The risks inherent in investing in target funds non subject to equivalent supervision are significant and differ in kind and degree from the risks presented by investing in target funds subject to equivalent supervision.

These targets funds may be incorporated in jurisdictions where the rules concerning the organisation of collective investment vehicle are dissimilar to those existing within Luxembourg, and more generally the European Union. Certain target funds may not have to entrust their assets to a depository, nor be subject to the same administrative and auditing standards as those applicable under Luxembourg laws.

- Risks associated with investing in convertible bonds

Sub-Funds may have a direct or indirect equity or interest rate/credit risk, linked to direct investment in convertible bonds. The value of the convertible bonds depends on several factors: interest rate levels, changes in the prices of underlying shares, changes in prices of the derivative embedded in the convertible bond, (i.e. value of the conversion option corresponding to the possibility of converting the bonds to shares). These different elements may lead to a decrease of the relevant Sub-Fund's net asset value.

- Risks associated with investing in Cocos

Risk related to the trigger threshold: each instrument has its own characteristics. The level of conversion risk may vary, for example depending on the distance between the issuer's Tier 1 ratio and a threshold defined in the terms of issue. The occurrence of the contingent event may result in a conversion into shares or even a temporary or definitive writing off of all or part of the debt.

Conversion risk: the behavior of this instrument in the event of conversion may be unpredictable. The manager may be required to sell its securities in the event of a conversion into shares in order to comply with the sub-fund's investment policy.

Impairment risk: the conversion mechanism of certain contingent convertible bonds may result in a total or partial loss of the initial investment.

Risk of loss of coupon: with certain types of CoCos, the payment of coupons is discretionary and may be cancelled by the issuer at any time and for an indeterminate period.

Risk of inversion of the capital structure: unlike the conventional capital hierarchy, under certain circumstances investors in CoCos may bear a loss greater than that of the shareholders. This is particularly the case when the trigger threshold is set at a high level.

Risk of non-exercise of the repayment option by the issuer: As CoCos can be issued as perpetual instruments, investors may not be able to recover their capital on the optional reimbursement dates provided for in the terms of issue.

Risk of concentration in a single industry: to the extent that contingent convertible bonds are issued by a single category of issuer, adverse events in the industry could affect investments in this type of instrument in a global manner.

Risk linked to the complexity of the instrument: as these instruments are relatively recent, their behavior during a period of stress and testing of conversion levels may be highly unpredictable. Liquidity risk: as with the high yield bond market, the liquidity of contingent convertible bonds may be affected significantly in the event of a period of turmoil in the markets.

Valuation risk: the attractive return on this type of instrument may not be the only criterion guiding the valuation and the investment decision. It should be viewed as a complexity and risk premium.

- Structured Finance Securities

Structured finance securities include, but are not limited to, asset-backed securities, asset-backed commercial paper, credit-linked notes and portfolio credit-linked notes. Structured finance securities may sometimes have embedded derivatives. Structured finance securities may have different degrees of risk depending on the characteristics of the security and the risk of the underlying asset or pool of assets. In comparison to the underlying asset or pool of assets, structured finance securities may have greater liquidity, credit and market risk.

- Sustainability risks:

Sustainability risk means an ESG event or condition that, if it occurs, could potentially cause a material or negative impact on the value of a Sub-Fund's investment. The incorporation of ESG considerations as further disclosed in the investment specifics of each Sub-Fund may affect the Sub-Fund's investment performance. As such, Sub-Funds that utilise an investment approach that integrates ESG considerations may perform differently compared to similar investment funds that do not factor in ESG considerations.

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. Sustainability risks may have an impact on long-term risk adjusted returns for investors. Assessment of sustainability risks is complex. This assessment is the result of the Investment Manager's own research and analysis as further detailed, where applicable, in the Sub-Fund's specifics to this Offering Document. Such ESG factors and risks might not correspond directly with investor's own subjective views.

Generally, when sustainability risk occurs for an asset, there will be a negative impact and potentially a total loss of its value and therefore an impact on the net asset value of the concerned Sub-fund.

The Fund, the Alternative Investment Fund Manager or the Investment Manager do not make any representation or warranty, express or implied, with respect to the fairness, correctness, accuracy, reasonableness, or completeness of any ESG assessment of the underlying investments.

For the purposes of SFDR, sustainability risks, where relevant to the investment decisions being made in respect of each Sub-Fund or likely to have a material impact on the Sub-Fund's return, will be described in the section headed "Sub-Funds details" to this Offering Document.

When a Sub-Fund promotes environmental or social characteristics or has a sustainable investment objective, such information will be further detailed in the Sub-Fund's investment policy or strategy in compliance with SFDR.

***The above should not be considered to be an exhaustive list of the risks which potential investors should consider before investing into the Sub-Funds. Potential investors should be aware that an investment in a Sub-Fund may be exposed to other risks of an exceptional nature from time to time.***

## **7. LEVERAGE**

For the purpose of calculating the leverage of each Sub-Fund:

a) any reference to the "**Commitment Method**" is to be understood as referring to the commitment method to be used under the AIFM Law to calculate the leverage used by the Fund, is the method which allows to take into account netting arrangements, sums the value of all physical positions, the notionals of all derivatives instruments, takes into account any leverage generated through securities lending or borrowing and reverse repurchase agreements, but excludes derivatives that are used within hedging arrangements and derivatives that do not generate any incremental leverage.

b) any reference to the "**Gross Method**" is to be understood as referring to the gross method to be used under the AIFM Law to calculate the leverage used by the Fund, is the method which does not take into account netting and hedging arrangements, sums the value of all physical positions, the notionals of all derivatives instruments, takes into account any leverage generated through securities lending or borrowing and reverse repurchase agreements, but excludes cash and cash equivalents held in the case currency of the Sub-Fund.

## **8. SHARES AND RIGHTS OF SHAREHOLDERS**

Shares of the Fund are issued at the discretion of the Board of Directors on each Valuation Day, according to the procedure described hereafter and as specified in Annex 1 to the Offering Document.

The AIFM may decide, in the interest of Shareholders, that some or all of the assets belonging to the Fund will be invested indirectly, through a company wholly controlled by the AIFM which conducts the management activities exclusively for the benefit of the Fund. For the purposes of this Offering Document, references to "investments" and "assets" respectively mean either investments made and assets held directly or investments made and assets held indirectly by the agent of the aforementioned companies.

In the event that a subsidiary company is used, this will be specified in the Annex 1 to the Offering Document.

All issued Shares of the Fund shall be in registered form and are accepted in clearing system, and registered in the register of Shareholders of the Fund. The Fund may decide whether share certificates shall be delivered to the Shareholders and under which conditions or whether the Shareholders shall receive a written confirmation of their shareholding. Share certificates, if applicable, shall be signed by two members of the Board of Directors. The register of Shareholders is kept in Luxembourg by the Central Administrative Agent.

Shares may be issued in fractions of Shares up to five (5) decimals within each Class of Shares, as the Board of Directors may decide. Such fractional Shares shall not be entitled to vote but shall be entitled to a corresponding fraction of the dividend or other distributions of the relevant Class of Shares in respect of which they have been issued on a pro rata basis.

Shares have no preferential or pre-emption rights and are subject to any transfer restrictions as set forth in the Articles of the Fund and this Offering Document.

## **9. SHARE CLASSES**

Within each Sub-Fund, the Board of Directors may decide to create two or more Classes of Shares (to be referred to as Classes, Share Classes or Classes of Shares, as the case may be) whose assets will generally be invested in accordance with its investment policy. However, the Classes of Shares may differ in terms of their specific subscription and/or redemption fee structures, specific exchange rate hedging policies, specific distribution policies, currencies into which Classes of Shares are denominated and/or specific management or

advisory fees, or other specific features applicable to each Class of Share. When necessary, this information is specified in Annex 1 to the Offering Document.

Shares can be divided into capitalisation Shares and distribution Shares. Distribution shares will be entitled to a dividend subject to the decision of the Shareholder's meeting, whereas the corresponding amount for capitalisation Shares will be invested in the Class of Share in question rather than distributed.

The Fund imposes a minimum initial subscription requirement for each registered Shareholder in the different Classes of Shares of the Fund as set out in Annex 1 to the Offering Document. This amount shall be determined by reference to the Subscription Price paid in respect of the Shares held.

The Board of Directors will have the possibility, within the limit of the SIF Law, to waive the minimum initial subscription and holding requirement at its discretion.

Details of the Classes of Shares issued in the various Sub-Funds are fully detailed in the relevant Annex.

The attention of Eligible Investors is drawn to the fact that, depending on whether foreign exchange hedging instruments are used in respect of each Class of Shares, they may be exposed to the risk that the Net Asset Value of one Class of Shares denominated in a given valuation currency may fluctuate in a way that compares unfavorably to that of another Class of Shares denominated in another valuation currency. It should nevertheless be noted that all expenses associated with the financial instruments, if any, used for the purpose of hedging foreign exchange risks related to the Class of Shares concerned will be allocated to that Class of Shares.

Annex 1 to the Offering Document indicates which Classes of Shares are available and what are their respective characteristics.

## **10. SUBSCRIPTION, CONVERSION AND REDEMPTION OF SHARES**

Specific matters relating to the offering of Shares of the Fund are referred to in Annex 1 to this Offering Document.

Subscription, conversion and redemption orders in each Class of Shares of the Fund shall be sent directly to the Central Administrative Agent in Luxembourg by facsimile transmission or other means approved by the Central Administrative Agent.

Subscription, conversion and redemption orders will be executed in accordance with the provisions of the Articles and the provisions laid down hereinafter and in Annex 1 to this Offering Document.

**The Fund does not permit practices related to Market Timing or Late Trading. The Fund reserves the right to reject subscription, redemption and conversion orders from any potential Eligible Investor who the Fund suspects of using such practices and may take the necessary measures to protect the other Shareholders of the Fund.**

### **10.1. Subscription**

#### *Initial Offer*

The initial offer period for each newly created Class or Sub-Fund, if any, shall be determined by resolutions of the Board of Directors (the **Initial Offer Period**). During any Initial Offer Period, the issue price per Share of each Class is the price specified in Annex 1 to this Offering Document. A Subscription Fee not exceeding a certain percentage of the relevant Subscription Price may be added to compensate financial intermediaries

and other persons who assist in the placement of Shares, as it may be further detailed in Annex 1 to this Offering Document.

#### *General*

The Fund may, at the discretion of the Board of Directors, issue at any time Shares of no par value within the Fund.

Eligible Investors choose the Class of Shares to which they wish to subscribe, bearing in mind that, unless otherwise restricted in Annex 1 to this Offering Document, any Eligible Investor meeting the access conditions of a particular Class of Shares may request conversion of his or her Shares to shares of the Class.

Similarly, if a Shareholder no longer meets the access conditions of the Class of Shares he or she holds, the Board of Directors reserves the right to ask that Shareholder to convert his or her Shares to shares of another Class. Conditions for the conversion of shares are described more fully in the section "Conversion" below. Unless otherwise disclosed in Annex 1 to this Offering Document, subscription orders must be expressed in monetary value or in number of Shares.

The Fund may impose a minimum initial subscription requirement for each Shareholder in the different Classes of Shares within the Fund as set out in Annex 1 to this Offering Document. This amount shall be determined by reference to the Subscription Price paid in respect of the Shares held.

The Board of Directors or the AIFM may, as the case may be, at its discretion, waive any prior notice or any minimum subscription amounts specified in Annex 1 for subscription requests. The Fund and/or the AIFM reserve the right to reject in whole or in part any subscription application. In addition, the Board of Directors reserves the right to suspend the issue and sale of Shares at any time and without notice. No Shares of any Class will be issued by the Fund during any period when the calculation of the Net Asset Value per Share of such Class of Shares is suspended (see below).

Institutional Investors which subscribe in their own name but on behalf of a third party must certify to the Fund's Central Administrative Agent that the subscription was undertaken on behalf of an investor qualifying as an Eligible Investor under the SIF Law. The Fund, the AIFM and/or the Central Administrative Agent may, at their discretion and at any time, request any supporting documentation necessary to prove that the final beneficiary of the Shares concerned can be considered as an Eligible Investor as defined by the SIF Law.

For applications for Shares of any Class of the Fund, see the specific terms and conditions in the Annex 1 to this Offering Document applicable to each of them.

#### *Issue Price*

The issue price of new Shares shall correspond to the prevailing Net Asset Value of the Shares of the relevant Class of Shares (the **Subscription Price**). All subscriptions will be handled on the basis of an unknown Net Asset Value. A Subscription Fee not exceeding a certain percentage of the relevant Subscription Price may be added to compensate financial intermediaries and other persons who assist in the placement of Shares, as it may be further detailed in Annex 1 to this Offering Document. This issue price will be increased to cover any duties, taxes and stamp duties due. In the event that a Class, closed for subscriptions because all the Shares issued in that Class have been redeemed, is reopened for subscriptions or in the event that no Shares of a Class are subscribed to during the Initial Offer Period, as set out in Annex 1 to this Offering Document for the Class concerned, the initial price per Share of the Class concerned will, at the time of the launch of the Class, be fixed by a decision of the Board of Directors, or following the rules disclosed in Annex 1 to this Offering Document.



### *Contribution in Kind*

The Board of Directors may from time to time accept subscriptions for Shares, according to the provisions of the Company Law, against contribution in kind of securities or other assets which could be acquired by the 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 section "Net Asset Value" below. Any costs incurred in connection with a contribution in kind shall be borne by the relevant Shareholder, unless the Board of Directors considers that the subscription in kind is in the interest of the Fund in which case such costs may be borne in all or in part by the Fund.

### *Payments Procedure*

The settlement period for payments of subscription monies is set out for each Sub-Fund in the relevant Annex of this Offering Document. Shares will be allocated once payments have been received by the Paying Agent.

The initial price and the Subscription Price are payable in the applicable Denomination Currency of the relevant Sub-Fund.

## **10.2. Conversion**

### *Type of Conversion*

*To the extent described* in and permitted by the Annex 1 to this Offering Document, and subject to any suspension of the determination of the Net Asset Values concerned (see the section Net Asset Value), Shareholders may ask to convert all or part of the Shares which they hold in a Class (**Divested Class**) into Shares of another Class, (**Invested Class**) by applying for conversion in the same manner as for issue and redemption of Shares.

### *Limitations*

As stated in Annex 1 to this Offering Document, the Board of Directors may decide, at its discretion, to prohibit the conversion of Shares between Classes of Shares, in particular if, for example, as a result, the value of a Shareholder's holding in the Invested Class would be less than the minimum, or if, the value of a Shareholder's holding in the Divested Class would become less than the relevant minimum holding.

No conversion is possible if the calculation of the Net Asset Value of the Class(es) concerned is suspended as provided under section Net Asset Value below. Moreover, in case of substantial requests, conversions may also be delayed under the same conditions as those applied to redemptions.

### *Execution*

Subject to the here above considerations, conversions of Shares shall be made on the basis of the Net Asset Values of the Classes of Shares concerned, dated on the same Valuation Day for both the Divested and Invested Classes of Shares, as determined for redemptions regarding the Divested Class.

Subject to the here above considerations, the conversion of one Class of Share denominated in a given currency into another Class of Shares denominated in a different currency shall be made on the basis of the Net Asset Values dated on the same Valuation Day for both the Divested and Invested Classes of Shares, as determined for redemptions regarding the Divested Class of Shares.

Assuming that there are no subscriptions to Shares in the Invested Class of Shares on the Valuation Day applicable to the conversion, the initial subscription price per Share of the Shares in the Invested Class of Shares will be determined by the Board of Directors.

The Fund, the AIFM or the Central Administrative Agent, shall inform the Shareholder of the number of new Shares resulting from the conversion as well as their price.

#### *Conversion Formula*

The conversion of Shares will normally be carried out using the following formula, unless otherwise decided by the Board of Directors:

$$A = \frac{(B \times C \times E) - F}{D}$$

**A** equals the number of Shares in the Invested Class of Shares that the Shareholder will receive;

**B** equals the number of Shares in the Divested Class of Shares to convert of Shares;

**C** equals the Net Asset Value of the Shares in the Divested Class;

**D** equals the Net Asset Value of Shares in the Invested Class of Shares;

**E** equals the selling exchange rate of the currency of the Invested Class of Shares expressed in relation to the currency of the Divested Class of Shares;

**F** the conversion fee, when applicable.

The Board of Directors may apply a Conversion Fee not exceeding a certain percentage of the Net Asset Value of the Invested Shares, as it may be further detailed in Annex 1 to this Offering Document, to be applied for the benefit of the Invested Classes of Shares between which conversion is effected as appropriate to cover the costs of transactions arising from the conversion. The same Conversion Fee will be applied in respect of all conversions of a Class effected on the same common Valuation Day.

#### **10.3. Redemption**

The Shareholders shall have the right, on such dates as determined in Annex 1 to this Offering Document, to present their Shares for redemption to the Fund, on the basis of an unknown Net Asset Value (the **Redemption Price**).

##### *Redemption Procedure*

The Redemption Price may be higher or lower than the subscription price, depending on changes in the Net Asset Value. Unless otherwise disclosed in Annex 1 to this Offering Document, redemption orders may be expressed in monetary value or in number of Shares. A Redemption Fee not exceeding a certain percentage of the relevant Redemption Price may be levied on the redemption price to compensate financial intermediaries and other persons who assist in the placement of Shares, as it may be further detailed in Annex 1 to the Offering Document. In addition, a redemption fee may be charged by the AIFM as further detailed in the section "Shares" above and in Annex 1 to this Offering Document.

The Redemption Price will also be reduced to cover any duties, taxes and stamp duties to be paid. All the Shareholders having asked for redemption on a given Valuation Day will be treated equally. The Board of Directors may waive, at its discretion, any prior notice specified in Annex 1 to this Offering Document for redemption requests provided that the equal treatment of Shareholders be ensured.

Redemption proceeds, net of any applicable Redemption Fee, are paid in the reference currency of the relevant Class specified in Annex 1 to this Offering Document.

### *Lack of Liquidity*

The preceding is subject to the Fund's ability to liquidate its investments. Sometimes, under exceptional circumstances, due for example to bad markets conditions, the Fund may be unable to liquidate assets sufficient to satisfy a request for redemption, and the Fund may redeem the Shareholder's interest to the extent possible, which may include not redeeming the Shareholder's interest completely or not at all until the Fund is able to liquidate assets sufficient to satisfy a request for redemption.

The right to receive proceeds with respect to redemption of all or part of Shares tendered for redemption is contingent upon the Fund having sufficient liquidity to discharge any liabilities on the date of redemption. The Fund may also defer payment of the proceeds of a redemption if, in the judgment of the Board of Directors, liquidating investments to raise funds to pay said proceeds will be, as determined in good faith, unduly burdensome to the Shareholders remaining in the Fund. Until such Shareholder receives his net redemption proceeds, the Shareholder will be deemed a creditor of the Fund and thereafter not a Shareholder. Under such circumstances, the Fund will endeavor to redeem the Shareholder's interest at the earliest possible time.

### *Large Redemptions*

If, following redemption requests, it is necessary on a given Valuation Day to redeem more than ten percent (10%) of the Shares issued, the Board of Directors may decide that part or all redemptions will be deferred for such period as the Board of Directors considers being in the best interest of the Fund or the Sub-Fund(s) (until the Fund is able to liquidate assets sufficient to satisfy said redemption request(s)). With respect to the next Valuation Day following such deferral period, these redemption requests will be met in priority to later requests.

### *Suspension of Redemptions*

The Fund may suspend the Shareholders' right to require the Fund to redeem their Shares during any period when the determination of the Net Asset Value of the Shares of the Sub-Fund and/or Class is suspended as provided under the section Net Asset Value below. Any such suspension is communicated by all appropriate means to Shareholders who have presented requests of redemption, the execution of which is now suspended.

### *Revocability of Redemption Requests*

In normal circumstances, applications for redemptions of Shares are irrevocable and may not be withdrawn by any Shareholder, unless if it is approved by the Board of Directors. In the event of suspension of the determination of the Net Asset Value of a relevant Class of Shares, the Shareholders of the relevant Class who have made an application for redemption of their Shares may give written notice to the Fund that they wish to withdraw their application. Furthermore, the Board of Directors may, at its sole discretion and taking due account of the principle of equal treatment between Shareholders and the interest of the Fund, decide to accept any withdrawal of an application for redemption.

### *Redemptions in Kind*

In exceptional circumstances, the Board of Directors may request that a Shareholder accepts "redemption in kind" i.e. receives a portfolio of stock from the relevant Class of Shares of equivalent value to the appropriate cash redemption payment. In such circumstances the Shareholder must specifically accept the redemption in kind. He may always request a cash redemption payment in the reference currency of the Class of Shares. Where the Shareholder agrees to accept redemption in kind he will, as far as possible, receive a representative selection of the Class of Shares' holdings pro rata to the number of Shares redeemed and the Board of Directors will make sure that the remaining Shareholders do not suffer any loss there from. Otherwise, the Board of Directors may decide that the value of the redemption in kind will be certified by a certificate drawn up by the Auditor of the Fund. The specific costs for such redemptions in kind, in particular the costs of the special audit report, will have to be borne by the Shareholder, but will not be borne by the Fund unless the Board of Directors considers that the redemption in kind is in the interest of the Fund or made to protect the interests of the Fund.

#### *Compulsory Redemptions of Shares*

If the Fund becomes aware that a Shareholder holding Shares does not meet or has ceased to meet the requirement of an Eligible Investor, or is holding Shares in breach of any applicable laws or regulations or otherwise in circumstances which may be detrimental to the Fund, the Fund will compulsorily redeem such Shares held by such Restricted Person, in accordance with the provisions of the Articles and the present Offering Document.

#### **10.4. Late Trading & Market Timing**

The Fund, the AIFM and the Central Administrative Agent ensure that the practices of late trading and market timing will be eliminated in relation to the distribution of Shares. The cut-off times mentioned in Annex 1 to this Offering Document will be observed rigidly and any decision to accept trades will be done on the basis that it will not prejudice the interests of the other Shareholders. Eligible Investors do not know the Net Asset Value per Share at the time of their request for subscription, redemption, or conversion. Subscriptions, redemptions and conversions of Shares should be made for investment purposes only. The Fund and the AIFM do not permit market-timing or other excessive trading practices. The repeated purchase and sale of Shares designed to take advantage of pricing inefficiencies in the Fund – also known as "**Market Timing**" – may disrupt portfolio investment strategies and increase the Fund's expenses and adversely affect the interests of the Fund's long term Shareholders. To deter such practice, the Board of Directors reserve the right, in case of reasonable doubt and whenever an investment is suspected to be related to Market Timing, which the Board of Directors shall be free to appreciate, to suspend, revoke or cancel any subscription or conversion order placed by investors who have been identified as doing frequent in and out trades within the Fund.

#### **11. TRANSFER OF SHARES**

In accordance with the conditions that may be provided in Annex 1 to this Offering Document, any Shareholder may transfer Shares to one or more other persons, provided that all Shares have been paid in full with cleared funds and each transferee meets the conditions applicable to the relevant Share Class; it being understood that any transferee under any transfer of Shares must have provided suitable anti money-laundering materials satisfactory to the Central Administrative Agent.

The Fund will not give effect to any transfer of Shares to any Eligible Investor who not meets the conditions applicable to the relevant Share Class and who has not provided suitable anti-money laundering materials satisfactory to the Central Administrative Agent.

In order to transfer Shares, the Shareholder must notify the Central Administrative Agent of the proposed date and the number of Shares to be transferred. The Central Administrative Agent will only recognize a transfer with a future date. In addition, each transferee must complete an application form.

The Central Administrative Agent may request a transferee to provide additional information to substantiate any representation made by the transferee in its application. The Central Administrative Agent will not effectuate any transfer until it is satisfied with the form of notice and has accepted each transferee's subscription application, and until the Board of Directors, or any person or entity designated by it, has approved such transfer.

#### **12. DISTRIBUTION POLICY**

Within the conditions and limits laid down by applicable laws, the annual general meeting of Shareholders shall, upon proposal of the Board of Directors and within the limits provided by law, determine how the profits

of the Fund and/or Sub-Funds shall be treated and may from time to time declare, or authorise the Board of Directors to declare, distributions.

For any Class of Shares entitled to distributions, the Board of Directors may decide to pay interim dividends in compliance with the conditions set forth by the SIF Law. In any case, no distribution may be made if, after the declaration of such distribution, the Fund's capital is less than the minimum capital imposed by the SIF Law. Payments of distributions to Shareholders shall be made at their respective addresses as specified in the register of Shareholders. Distributions may be paid in the Reference Currency and at such time that the Board of Directors shall determine from time to time. Any distribution that has not been claimed within five (5) years of its declaration shall be forfeited and revert to the relevant Class of Shares issued in respect of the relevant Sub-Fund.

No interest shall be paid on a dividend declared by the Fund and kept by it at the disposal of its beneficiary.

### **13. NET ASSET VALUE**

**13.1** The NAV, the Subscription Price and the Redemption Price of a share, irrespective the Sub-Fund and Class of Share of the Fund, shall be determined in the currency chosen by the Board of Directors, by way of a figure obtained by dividing on the valuation day the net assets of the Fund attributable to such Sub-Fund by the number of Shares issued in such Sub-Fund.

The NAV per Share may be rounded up or down to the nearest unit of the Reference Currency as the Board of Directors shall determine. If, since the time of determination of the NAV, 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 or Class of Shares are dealt in or quoted, the Fund may, in order to safeguard the interests of the Shareholders and the Fund, cancel the first valuation and carry out a second valuation, in which case instructions for subscription, redemption or conversion of Shares shall be dealt with on the basis of that second valuation.

Valuation of the net assets of the Fund shall be performed as follows:

The net assets of the Fund shall be formed by the assets of the Fund, less the liabilities of the Fund, on the valuation day on which the NAV of the Shares is determined.

- i. The assets of the Fund comprise the following:
  - a) all cash in hand, receivable or held on deposit, including interest accrued thereon;
  - b) all bills and promissory notes and accounts receivable (including proceeds from the sale of securities, the price of which has not yet been collected);
  - c) all securities, time notes, units, shares, bonds, debenture, debenture stocks, warrants, option or subscription rights, and other securities, financial instruments and similar assets owed or contracted by the Fund;
  - d) all stock dividends, cash dividends and cash distributions due to the Fund insofar as the Fund could reasonably have knowledge thereof (the Fund may however make adjustments in view of fluctuations in the market value of transferable securities on the basis of operations such as ex dividend and ex rights trading);
  - e) all interest accrued on any interest-bearing assets owned by the Fund, unless however such interest is included or reflected in the principal amount of such assets;

- f) the preliminary expenses of the Fund, including the cost of issuing and distributing Shares of the Fund, insofar as they have not been amortized.

The value of such assets shall be determined at their fair value in good faith according to the following principles:

- a) transferable securities will be valued at the most representative price on the markets and/or of trades made on these markets by the managers or other market intermediaries. This may involve the last available price or the price at any other time on markets deemed by the AIFM to be most representative, taking into account liquidity criteria and trades that have been made on the markets in question. If no price is available, securities will be valued, prudently and in good faith, on the basis of their estimated sale price;
- b) liquid assets will be valued at their face value, plus accrued interest;
- c) for each Class of Shares, securities whose value is expressed in a currency other than the currency of the Fund will be converted to the Reference Currency based on the average price between the last available bid/ask price in Luxembourg or, failing that, on the market that is most representative for these securities;
- d) payments made and received by the Fund under swap contracts will be updated on the valuation date at the zero-coupon swap rate corresponding to the maturity of these payments. The value of the swaps will then be equal to the difference between the two updates;
- e) sums paid by the Fund for total return swaps are updated on the valuation date at the zero-coupon swap rates corresponding to the maturity of these sums. The sum received by the protection buyer, which corresponds to a combination of options, is also updated, and is a function of a number of parameters, notably including the price, volatility and probability of inadequacy of the underlying asset. The value of total return swaps thus equals the difference between the two updated sums described above.

The AIFM is authorised to adopt any other appropriate principles for valuing the Fund 's assets if it considers that such methods would better reflect value generally or in particular markets or market conditions and are in accordance with good practice.

In the event of high levels of subscription or redemption applications, the AIFM may calculate the value of the Shares based on prices at which the necessary sales of assets of the Sub-Fund are affected. In such cases, a single method of calculation will be applied to all subscription or redemption applications received at the same time.

- ii. The liabilities of the Fund comprise the following:
  - a) all loans, bills and accounts payable;
  - b) all accrued or payable expenses (including administrative expenses, advisory and management fees, Depositary fees, and corporate agents' fees;
  - c) all known liabilities, whether present or future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Fund;
  - d) an appropriate provision for future taxes on capital and income, to the valuation day as determined by the AIFM, and other reserves (if any) authorized and approved by the Board of Directors;

- e) all other liabilities of the Fund, whatever the nature and kind thereof, in accordance with generally accepted accounting principles. In determining the amount of such liabilities, the AIFM shall take into account all expenses payable by the Fund which shall comprise but not be limited to formation expenses, fees payable to investment advisors, fees and expenses payable to its Auditor and accountants, Depositary and its correspondents, Central Administrative Agent, any paying agent, any prime broker, any distributor(s) and permanent representatives in countries of distribution as well as other agent employed by the Fund, the remuneration of the Directors and officers of the Fund and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with the meetings of the Board of Directors, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses including the costs of preparing, printing, advertising and distributing the Offering Document, further explanatory sales documents, periodical reports or registration statements, and the costs of any reports to Shareholders, all taxes, duties, governmental and similar charges, the costs for the publication of the issue, conversion, if any, and redemption prices and all other operating expenses, the costs of buying and selling assets, interest, bank charges and costs of brokerage, postage, telephone, e-mail, facsimile and any other means of communication. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount payable for yearly or other periods.
- iii. The net assets attributable to all the Shares in a Sub-Fund shall be formed by the assets of the Sub-Fund less the liabilities of the Sub-Fund.  
  
If, within a given Sub-Fund, subscriptions or share redemptions take place in respect of Shares of a specific class, the net assets of the Sub-Fund attributable to all the Shares of such class shall be increased or reduced by the net amounts received or paid by the Fund on the basis of such share subscriptions and redemptions.
  - iv. The AIFM shall establish for each Sub-Fund a portfolio of assets which shall be allocated in the manner stipulated below to the Shares issued in respect of the Sub-Fund and the class in question in the following manner:
    - a) the proceeds resulting from the issue of Shares pertaining to a given Sub-Fund shall be allocated in the books of the Fund to the relevant Class of Shares issued in respect of such Sub-Fund, and the assets, liabilities, income and expenses relating to such Sub-Fund shall be attributed to the Classes of Shares issued in respect of such Sub-Fund;
    - b) where an asset is derived from another asset, such latter asset shall be attributed, in the books of the Fund, to the same Sub-Fund as the asset from which it was derived, and upon each revaluation of an asset, the increase or reduction in value shall be attributed to the Sub-Fund to which such asset belongs;
    - c) where the Fund bears a liability which relates to an asset of a specific Sub-Fund or to an operation effected in connection with an asset of a specific Sub-Fund, such liability shall be attributed to the same Sub-Fund;
    - d) the assets, liabilities, expenses and costs that cannot be allotted to one particular Sub-Fund will be charged to the different Sub-Funds in equal parts or, as far as it is justified by the amounts concerned, proportionally to their respective net assets as determined by the AIFM acting in good faith;
    - e) following payment of dividends on Shares relating to a given Sub-Fund, the value of the net assets of such Sub-Fund attributable to such Shares shall be reduced by the amount of such dividends.

- v. For the purposes of this article:
  - a) each Share of the Fund which is in the process of being redeemed shall be considered as a Share which is issued and existing until the time of close of business on the valuation day applying to redemption of such Share and the price thereof shall, with effect from and until such time as the price thereof is paid, be considered as a liability of the Fund;
  - b) each Share to be issued by the Fund in accordance with subscription applications received shall be treated as being issued with effect from close of business on the Valuation Day during which its issue price has been determined, and the price thereof shall be treated as an amount due to the Fund until the Fund has received the same;
  - c) all investments, cash balances and other assets of the Fund expressed in currencies other than in the respective currency of the Fund, as the case may be, shall be valued taking account of the market rate or exchange rates in force on the date and at the time of determination of the NAV of the Shares; and
  - d) on the Valuation Day, effect shall be given insofar as possible to any purchase or sale of securities contracted by the Fund, the value of the consideration to be paid for a purchased asset shall be shown as a liability of the Fund and the value of the asset to be acquired shall be shown as an asset of the Fund, the value of the consideration to be received for a sold asset shall be shown as an asset of the Fund and the asset to be delivered shall not be included in the assets of the Fund, provided however, that of the exact value or nature of such consideration or such assets is not known on such Valuation Day then its value shall be estimated by the AIFM.
- vi. In the absence of bad faith, negligence or significant error, every decision in calculating the NAV taken by the AIFM or by any bank, company or other organization which the AIFM has appointed for the purpose of calculating the NAV, shall be final and binding on the Fund and present, past or future Shareholders.

### **13.2. Frequency of Calculation of the NAV**

The NAV of the Shares of the Fund, and the price for issue, redemption and conversion, shall be determined periodically by the Fund or by a third party appointed thereto by the Fund, in accordance with applicable laws and regulations at a frequency as the Board of Directors shall decide. More details on the frequency of calculation are available in Annex 1 of this Offering Document.

It shall be determined by dividing the net assets attributable to each Sub-Fund by the number of outstanding Shares of such Sub-Fund on each Valuation Day. Where a Valuation Day falls on a public holiday (legal or bank) in Luxembourg, the Valuation Day is the following open Business Day. The net assets of each Sub-Fund are made up of the value of the assets attributable to such Sub-Fund less the total liabilities attributable to such Sub-Fund calculated at such time as the Board of Directors shall have set for such purpose.

### **13.3. Temporary Suspension of Calculation of NAV per Share, of Issue, Conversion and Redemption of Shares**

The calculation of the NAV per Share, as well as the issue and redemption of the Shares or of one or more Class of Shares of any Sub-Fund may be suspended by the Board of Directors or the AIFM in the following instances:

- a) when one or more stock exchanges or markets on which a significant percentage of the Fund's assets are valued or one or more foreign exchange markets, in the currencies in which the NAV of Shares is expressed or in which a substantial portion of the Fund's assets is held, are closed, or if dealings on them are suspended, restricted or subject to major fluctuations in the short term; or



- b) when, as a result of political, economic, military, monetary or social events, strikes or any other cases of force majeure outside the responsibility and control of the Board of Directors and the AIFM, the disposal of the Fund's assets is not reasonably or normally practicable without being seriously detrimental to Shareholders' interests; or
- c) when there is a breakdown in the normal means of communication used to calculate the value of an asset in the Fund or if, for whatever reason, the value of an asset in the Fund cannot be calculated as promptly or as accurately as required; or
- d) when, as a result of currency restrictions or restrictions on movement of capital, transactions for the Fund are rendered impracticable, or purchases or sales of the Fund 's assets cannot be carried out at normal rates of exchange; or
- e) when the Fund or any of the Sub-Funds is/are in the process of establishing exchange parities in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction; or
- f) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of investments of the relevant class by a Sub-Fund is impracticable or would be seriously prejudicial to the interest of the Fund or the shareholders; or
- g) in certain circumstances in which permitting redemptions could result in an event of default, a failure of a test or similar event under one or more of any Class of Shares' financing arrangements; or
- h) following the occurrence of an event entailing the liquidation of the Fund or one of its Sub-Funds; or
- i) in any other circumstances, whenever the Fund considers it necessary in order to avoid irreversible negative effects on one or more Sub-Funds, in compliance with the principle of equal treatment of Shareholders in their best interests.

In accordance with the SIF Law, the issue and redemption of Shares shall be prohibited:

- (i) During the period where the Fund has no depositary; and
- (ii) Where the Depositary is put into liquidation or declared bankrupt or seeks an arrangement with the creditors, a suspension of payment or a controlled management or is the subject of similar proceedings.

In case of suspension of the calculation of the NAV of Shares, and the issue, conversion and redemption of the Shares, the Fund or any other entity appointed by the Fund shall give notification of such suspension to the Shareholders seeking subscription, conversion and redemption of the Shares, whereby Shareholders may cancel their instructions. Any such suspension shall be published in a Luxembourg newspaper and any other foreign publications if required by regulations or if deemed appropriate by the Board of Directors and the AIFM.

The suspension of the calculation of the NAV, of the issue, conversion or redemption of Shares will be notified to the other Shareholders through any appropriate means.

Such suspension as to any Class of Shares shall have no effect on the calculation of the NAV per Share, the issue, redemption and conversion of Shares of any other Sub-Fund if the assets within such other Sub-Fund are not affected to the same extent by the same circumstances.

Any request for subscription, redemption or conversion shall be irrevocable save with the consent of the Board of Directors (which may be withheld) and except in the event of a suspension of the calculation of the NAV per Share.

The Fund may, at any time and at its discretion, temporarily discontinue, permanently cease or limit the issue of Shares in one or more Sub-Funds to natural or legal entities resident or domiciled in certain countries or territories. It may also prohibit them from acquiring Shares if such a measure is deemed necessary to protect all Shareholders and the Fund.

Moreover, the Fund has the right to:

- (i) reject any application to subscribe for Shares at its discretion; and
- (ii) redeem Shares acquired in breach of an exclusion measure at any time.

The Fund does not allow practices associated with market timing and reserves the right to reject any subscription and incoming conversion orders from any investor suspected of such practices. The Fund will also take all necessary steps to protect investors.

#### **14. SUB-FUND INVESTMENTS**

A Sub-Fund of the Fund may, subject to the conditions set forth below, subscribe, acquire and / or hold securities to be issued or issued by one or more other Sub-Funds of the Fund under the condition that:

- The target Sub-Fund does not, in turn, invest in the Sub-Fund invested in this target Sub-Fund; and
- The voting rights, if any, attaching to the relevant securities shall be suspended for as long as they are held by the Sub-Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- In any event for as long as these securities are held by the Fund, their value shall not be taken in to consideration for the calculation of the net assets of the Fund for the purposes of verifying the minimum threshold of the net assets imposed by the SIF Law.

#### **15. COSTS AND CHARGES**

##### **15.1. Costs borne by the Fund**

###### **A. AIFM, Investment Manager(s), Investor Advisor(s) and Distributor(s) remuneration**

As further described for each Sub-Fund in Annex 1 – Sub-Funds Details, the Fund will pay an AIFM Fee, an Investment Manager Fee and, as the case may be, an Investment Advisor Fee and/or a Distribution Fee and/or a Performance Fee.

The Investment Manager may reallocate a portion of its Investment Manager Fee to investment advisors, other intermediaries or entities including those that assist the Investment Manager in the performance of its duties or provide services, directly or indirectly, to the Sub-funds or their Shareholders.

The Investment Advisor may reallocate a portion of its Investment Advisor Fee to other intermediaries or entities including those that assist the Investment Advisor in the performance of its duties or provide services, directly or indirectly, to the Sub-funds or their Shareholders.

The Investment Advisor may also on a negotiated basis enter into private arrangements with other intermediaries, entities, holders or prospective holders of Shares (or an agent thereof), under which the Investment Advisor is authorised to make payments to or for the benefit of such other intermediaries, entities, holders or prospective holders of Shares which represent a retrocession of or a rebate on all or part of the fees paid by the Fund to the Investment Advisor.

It follows from the above that the effective net fees deemed payable by a holder of Shares who is entitled to receive a rebate under the arrangements described above may be lower than the fees deemed payable by a holder of Shares who does not participate in such arrangements. Such arrangements reflect terms privately agreed between parties other than the Fund, and for the avoidance of doubt, the Fund cannot, and is under no duty to, enforce equality of treatment between shareholders by other entities, including those service providers of the Fund that it has appointed.

#### **B. Central Administrative Agent and Depositary and Paying Agent remuneration**

As further described for each Sub-Fund in *Annex 1 – Sub-Funds Details*, the Fund will pay a Central Administrative Agent Fee to the Central Administrative Agent in relation to the duties described under section 2.5 *The Central Administrative, Registrar, and Transfer Agent* of this Offering Document.

As further described for each Sub-Fund in *Annex 1 – Sub-Funds Details*, the Fund will pay a Depositary Fee to the Depositary and Paying Agent in relation to the duties described under section 2.4 *Depositary and Paying Agent* of this Offering Document.

#### **C. Other expenses**

Other costs charged to the Fund will include:

- i. All taxes and duties that may be due on the Fund's assets or income earned by the Fund, in particular the subscription tax (0.01% p.a.) on the Fund's net assets. No tax is due on the portion of assets invested in another Luxembourg undertaking for collective investment;
- ii. All other operating costs, including but not limited to the fees as well as all other reasonable out-of-pocket administration expenses, including legal counsel and Auditor to the Fund;
- iii. All costs and expenses incurred in connection with the due-diligence to be implemented by the AIFM on any delegates or agents of the Fund;
- iv. Accounting, due diligence, legal, and other service providers in relation to the portfolio, the Fund and its Sub-Funds and all other fees and expenses incurred by the AIFM acting in respect of the Fund and its Sub-Funds;
- v. Fees and charge on transactions, standard brokerage and transaction charges involving securities/investment funds in the portfolio;
- vi. Remuneration of the Depositary's correspondents;
- vii. Fees and expenses incurred by the AIFM acting as domiciliary agent;
- viii. Remuneration of foreign agents appointed to represent the Fund abroad;
- ix. The cost of exceptional measures, particularly expert appraisals or legal proceedings undertaken to protect shareholders' interests;

- x. The cost of preparing, printing and filing administrative documents, offering documents and explanatory reports with the authorities, fees payable for the registration and maintenance of the Fund with authorities and official stock exchanges (where applicable), the cost of preparing, translating, printing and distributing periodic 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 reports for Shareholders, fees for legal consultants, experts and independent auditors, and any similar operating costs;
- xi. All advertising costs and expenses other than those specified above, relating directly to the offer or placement of Shares, will be charged to the Fund as decided by the Board of Directors and the AIFM. All recurring expenses will be charged first to the Fund's income, then to realised capital gains, then to the Fund's assets. All other expenses may be amortised over a maximum of five (5) years; and
- xii. The cost of independent board members', reasonable travel accommodation and out-of-pocket expenses incurred by the board members, costs of reasonable liability insurance of behalf of board members and key officers and employees, costs incurred in connection with any litigation, arbitration or other proceedings in relation to the Fund or the Sub-Funds as well as the costs relating to the convening and holding of Shareholders' meetings (including reasonable travel, accommodation and out-of-pocket expenses).
- xiii. Any other reasonable administrative fees and expenses.

The formation and preliminary expenses of the Fund, amounting to approximately EUR 30'000 may be amortized over a five (5)-year period.

If a new Sub-Fund is later created, the formation and preliminary expenses of this Sub-Fund will normally not be allocated among all existing Sub-Funds; it being understood that the new Sub-Fund will not be charged a prorate portion of the initial establishment expenses unamortized as of its launch date.

#### **15.2. Costs borne by the AIFM**

The AIFM shall borne the following costs:

- (i) salaries of the employees of the AIFM and its affiliates (if any);
- (ii) office costs;
- (iii) secretarial, administration, accounting and other advisory expenses of the AIFM and its affiliates (if any); and

#### **15.3. Costs borne by the Investment Manager(s) and the Investment Advisor(s)**

The investment managers and the investment advisors shall pay for their own ordinary day-to-day expenses incurred in providing their respective obligations as set forth in the Offering Document, including general overhead, fees and other out of pocket expenses directly related to the investigation of investment opportunities.

#### **15.4. Costs borne by the Eligible Investors**

Where applicable, Eligible Investors may be required to bear the costs and fees relating to the issue, conversion or redemption or Shares.

## 16. **TAXATION**

The following is based on certain aspects of the law and practice currently in force as at the date of the Offering Document in Luxembourg. It does not purport to be a complete analysis of all possible tax situations that may be relevant to an investment decision. This summary does not allow any conclusions to be drawn with respect to issues not specifically addressed. The following description of Luxembourg tax law is based upon the Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of this Offering Document and is subject to any amendments in law (or in interpretation) later introduced, whether or not on a retroactive basis.

Eligible Investors should consult their tax advisors on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

### 16.1. **Taxation of the Fund**

In accordance with applicable laws, the Fund is not subject to any Luxembourg income tax, capital gains tax or wealth tax, nor are dividends (if any) paid by the Fund liable to any withholding tax.

The Fund is liable in Luxembourg to a subscription tax (*taxe d'abonnement*) of 0.01% per annum of its net assets attributable to the Shares of each Sub-Fund. Such tax is payable quarterly and calculated on the NAV of the relevant quarter.

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

Dividends and interest on securities issued in other countries (including those issued by target funds) may be subject to withholding taxes imposed by such countries.

### 16.2. **Taxation of the Shareholders**

#### *General*

The receipt of dividends (if any) by Shareholders, the redemption or transfer of Shares and any distribution on a winding-up of the Fund may result in a tax liability for the Shareholders according to the tax regime applicable in their various countries of residence, citizenship or domicile. Shareholders resident in or citizens of certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Fund. The Board of Directors, the Fund and each of the Fund's agents shall have no liability in respect of the individual tax affairs of Shareholders.

#### *Income taxation of the Shareholders*

As of the date of the registration of the Fund, Shareholders are not subject to any such tax in Luxembourg on capital gains, income, donations or inheritance, nor to withholding taxes, subject to the "European Union Tax Considerations" as described below or with the exception of Shareholders having their domicile, residence or permanent establishment in Luxembourg, and certain Luxembourg ex-residents, owning more than 10% of the Fund's share capital. The provisions above are based on the law and practices currently in force and may be amended.

#### *European Union Tax Considerations*

The law passed by parliament on 21 June 2005 (the **Savings Law**) has implemented into Luxembourg law, Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (referred to as "Savings Directive"). Under the Savings Directive, Member States of the European Union will be required to provide the tax authorities of another European Union Member State with information on payments of

interest or other similar income paid by a paying agent (as defined by the Savings Directive) within its jurisdiction to an individual resident in that other EU Member State.

Dividends, if any, distributed by a Sub-Fund of the Fund will be subject to the Savings Directive and the Savings Law if more than 15% of the relevant Sub-Fund's assets are invested in debt claims (as defined in the Savings Law) and proceeds realised by Shareholders on the disposal of Shares will be subject to the Savings Directive and the Savings Law if more than 25% of the relevant Sub-Fund's assets are invested in debt claims.

On 25 November 2014, Luxembourg enacted a law relating to the automatic exchange of information on interest payments from savings income (the **Exchange of Information Law**) modifying the Savings Law. The Exchange of Information Law abolished the transitional period during which the Luxembourg was entitled to levy a withholding tax on interest payments. As from 1 January 2015, Luxembourg applied the automatic exchange of information on interest payment made by a Luxembourg paying agent to individuals resident in other Member States.

***The foregoing is only a summary of the implications of the Savings Directive and the Savings Law, is based on the current interpretation thereof and does not purport to be complete in all respects. It does not constitute investment or tax advice. Potential subscribers should inform themselves and, if necessary, take advice on the laws and regulations (such as those on taxation and exchange control) applicable to the subscription, purchase, holding and sale of their shares in the country of respectively their citizenship, residence or domicile.***

### **16.3. FATCA**

#### *General Rules and Legal background*

FATCA is part of the US Hiring Incentives to Restore Employment Act. It is designed to prevent U.S. tax payers from avoiding US tax on their income by investing through foreign financial institutions and offshore funds. FATCA applies to so-called Foreign Financial Institutions (**FFIs**), which notably include certain investment vehicles (**Investment Entities**), among which AIFs.

According to the FATCA Rules, FFIs, unless they can rely under *ad-hoc* lighter or exempted regimes, need to report to the Internal Revenue Service (**IRS**) certain holdings by/ and payments made to a/ certain US investors b/ certain US controlled foreign entity investor, c/ non U.S. financial institution investors that do not comply with their obligations under FATCA and d/clients that are not able to document clearly their FATCA status.

On 28 March 2014, the Luxembourg and US governments entered into a Model I IGA which aims to coordinate and facilitate the reporting obligations under FATCA with other U.S. reporting obligations of Luxembourg financial institutions (the **Luxembourg IGA** or the **IGA**).

According to the terms of the IGA, Reporting Luxembourg FFIs will have to report to the Luxembourg tax authorities instead of directly to the IRS. Information will be communicated onward by the Luxembourg authorities to the IRS under the general information exchange provisions of the U.S. Luxembourg income tax treaty. The Luxembourg law of 24 July 2015 transposing the Luxembourg-US IGA was published on 29 July 2015.

#### *Other parties*

Additional intergovernmental agreements similar to the IGA have been entered into or are under discussion by other jurisdictions with the US investors holding investments via distributors or custodians/depositary that are not in Luxembourg or in another IGA country should check with such distributors or custodians/depositary as to the distributor's or custodian/depositary's intention to comply with FATCA. Additional information may be required by the Fund, custodians/depositary or distributors from certain investors in order to comply with their

obligations under FATCA or under an applicable IGA. The foregoing is only a summary of the implications of FATCA, is based on the current interpretation thereof and does not purport to be complete in all respects. Shareholders and prospective investors should contact their own tax advisor regarding the application of FATCA to their particular circumstances.

#### *FATCA Status*

The Fund has elected for the FATCA status of "Sponsored Investment Entity" under the Luxembourg IGA and has appointed the AIFM as its "Sponsoring Entity". The Fund will hence qualify as "Non-Reporting/Deemed-compliant FFI" under the terms of the IGA and will not need to register with the IRS/obtain a GIIN number unless "US reportable accounts" are identified.

As registered "Sponsoring Entity" towards the IRS, the AIFM will act as "Sponsoring entity" for the Fund and will perform on its behalf all due diligence, withholding, reporting and other requirements that the Fund would have been required to perform in order to comply with the Luxembourg IGA as implemented into Luxembourg national law and regulation.

As part of its reporting obligations, the Fund and/or the AIFM (or its delegates) may be required to disclose certain confidential information (including, but not limited to, the Shareholder's name, address, tax identification number, if any, and certain information relating to the Shareholder's investment in the Fund self-certification, GIIN number or other documentation) that they have received from (or concerning) their investors and automatically exchange information with the Luxembourg taxing authorities or other authorized authorities as necessary to comply with FATCA, related IGA or other applicable law or regulation.

The Fund will continually assess the extent of the requirements that FATCA and notably the Luxembourg IGA, as transposed in Luxembourg law, places upon it.

#### **16.4. Common Reporting Standard**

The Organisation for Economic Cooperation and Development (the **OECD**) developed a common reporting standard (**CRS**) to achieve a comprehensive and multilateral automatic exchange of information (**AEOI**) in the future on a global basis. The CRS will require Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the assets holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis. Shareholders may therefore be reported to the Luxembourg and other relevant tax authorities under the applicable rules.

On this basis, a Council Directive 2014/107/EU amending the Council Directive amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the **Euro-CRS Directive**) has been adopted on 9 December 2014 in order to implement the CRS among the European Union Member States. Under the Euro-CRS Directive, the first AEOI must be applied by 30 September 2017 within the limit of the European Union Member States for the data relating to calendar year 2016.

In addition, Luxembourg tax authorities signed the OECD's multilateral competent authority agreement (**Multilateral Agreement**) to automatically exchange information under the CRS. In that respect, the Luxembourg law of 18 December 2015 relating to the automatic exchange of information in tax matters (the **2015 Tax Law**) has been published in the Official Journal on 24 December 2015. The 2015 Tax Law transposes Euro-CRS Directive and entered into force on 1 January 2016.

Under the 2015 Tax Law, the first exchange of information is expected to be applied by 30 September 2017 for information related to the year 2016. Accordingly, the Fund would be committed to run additional due diligence process on its Shareholders and to report the identity and residence of financial account holders

(including certain entities and their controlling persons), account details, reporting entity, account balance/value and income/sale or redemption proceeds to the local tax authorities of the country of residency of the foreign investors to the extent that they are resident of another European Union Member State or of a country for which the Multilateral Agreement is in full force and applicable.

Shareholders should consult their professional advisors on the possible tax and other consequences with respect to the implementation of the CRS.

## **17. SHAREHOLDERS MEETINGS**

The annual general meeting of Shareholders will be held at the registered office of the Fund in Luxembourg, or at such other place specified in the notice convening, within six (6) months following the financial year end, in accordance with any applicable Luxembourg Law.

Convening notices of all, ordinary and extraordinary, general meetings will be sent to the Shareholders by registered mail at least 8 days prior to the meeting at their addresses shown on the register of Shareholders. The general meetings may be held abroad if, in the absolute and final judgment of the Board of Directors, exceptional circumstances so require.

Such notices will include the agenda and will specify the time and place of the meeting and the conditions of admission. They will also refer to the rules of quorum and majorities required by Luxembourg law and laid down in Articles 67 and 67-1 of the Company Law and in the Articles of Incorporation.

Each Share confers the right to one vote. Any change in the Articles of Incorporation affecting the rights of a Sub-Fund must be approved by a resolution of both the general meeting of the Fund and the Shareholders of the Sub-Fund concerned.

Other meetings of Shareholders, including meetings of Shareholders of one specific Sub-Fund or Class of Shares, may be held at such place and time as may be specified in the respective notices of meeting.

## **18. FINANCIAL YEAR**

The financial year of the Fund ends on 31 December in each year and the first Financial Year of the Fund shall begin on the creation of the SICAV and shall end on 31 December 2018. The first annual audited report is expected to be published for the period ending 31 December 2018. The financial statements of the Fund will be prepared in accordance with Luxembourg GAAP.

## **19. FAIR TREATMENT OF SHAREHOLDERS**

The AIFM shall act with due diligence and fulfil its obligations under Luxembourg law and shall treat all Shareholders in a "fair" manner. In particular the AIFM has established procedures, arrangements and policies to ensure compliance with the principles of treating the Shareholders fairly which include but are not limited to:

- i. acting in the best interests of the Sub-Funds and the Shareholders;
- ii. executing the investment decisions taken for the account of the Sub-Funds in accordance with the objectives, the investment policy and the risk profile of the Sub-Funds;
- iii. taking all reasonable measures to ensure that orders are executed to obtain the best possible result;
- iv. ensuring that the interests of any group of Shareholders are not placed above the interests of any other group of Shareholders;



- v. ensuring that fair, correct and transparent pricing models and valuation systems are used for the Sub-Funds managed;
- vi. preventing undue costs being charged to the Sub-Funds and Shareholders;
- vii. taking all reasonable steps to avoid conflicts of interests and, when they cannot be avoided, identifying, managing, monitoring and where applicable, disclosing those conflicts of interest to prevent them from adversely affecting the interests of Shareholders; and
- viii. recognising and dealing with complaints fairly.

The AIFM maintains and operates organizational, procedural and administrative arrangements and implements policies and procedures designed to manage actual and potential conflicts of interest.

The AIFM may enter into side letters relating to retrocessions/rebates and shorter cut-off times with some Shareholders. More details on such side letters may be obtained at the registered office of the AIFM.

## **20. CONFLICTS OF INTEREST**

The AIFM, the investment manager(s) and investment advisor(s) (if any), the Depositary, the Central Administrative Agent together with their respective shareholders, directors, officers, employees, affiliates and third-parties service providers are or may be involved in professional and financial activities in competition with the Fund. In order to identify, prevent, manage and monitor possible conflict of interest, the AIFM, the investment manager(s), the investment advisor(s), the Depositary, the Central Administrative Agent shall adopt a conflict of interest policy in accordance with applicable laws and regulations, a copy of such conflict of interest policy shall be provided to the Fund upon request.

In the event of a conflict of interest, the AIFM, the Investment Advisor, the Depositary, the Central Administrative Agent together with their respective shareholders, directors, officers, employees, affiliates and third-parties service providers shall take all necessary measures to ensure that the conflict of interest is resolved, and the Fund and its Shareholders are immediately notified by the AIFM, the Investment Manager(s) the Investment Advisor(s) (if any), the Depositary, the Central Administrative Agent and/or any service provider or delegate, as the case may be, when a potential conflict of interest may arise in relation to the Fund, prior to undertaking any activities for the Fund.

Conflicts of interests may also arise from the fact that the Fund may make investments in/with entities, which are managed, advised, or controlled by a company associated with the AIFM, the Investment Managers(s), Investment Advisor(s) (if any) or any of their affiliates. In such an event, each will at all times have regard to its obligations under any agreements to which it is party or by which it is bound in relation to the Fund. In particular, but without limitation to its obligations to act in the reasonable best interests of the Shareholders when undertaking any dealings or investments where conflicts of interest may arise, each will respectively endeavour to ensure that such conflicts are resolved fairly and on an arm's length basis.

The AIFM, the Investment Manager(s), the Investment Advisor(s) (if any), the Depositary, the Central Administrative Agent undertake to reveal any conflict of interest that may arise in the performance of their services to the Board of Directors and to keep records of such conflicts.

## **21. LIQUIDATION OF THE FUND**

The Fund has been established for an unlimited period of time and shall end with the dissolution or liquidation of its last Sub-Fund.

Notwithstanding the foregoing, the Board of Directors may decide to liquidate a Sub-Fund if its net assets have decreased to, or have not reached, an amount determined by the Board of Directors to be the minimum level

for such Sub-Fund to be operated in an economically efficient manner or if a change in circumstances relating to the Sub-Fund concerned would justify such liquidation. Shareholders of the relevant Sub-Fund will be notified by the Board of Directors of any decision to liquidate the relevant Sub-Fund prior to the effective date of the liquidation and the notice will indicate the reasons for, and the procedures applicable to the liquidation.

The Fund will be in a state of liquidation (i) in the case of cessation of the functions of the AIFM or the Depositary, if they have not been replaced within two (2) months, (ii) in the case of bankruptcy of the AIFM, (iii) if the net assets of the Fund have become less, over a period of more than six (6) months, than a quarter of the legal minimum (i.e. EUR 1,250,000 or equivalent in foreign currency).

The fact leading to the state of liquidation of the Fund shall be published without delay by the AIFM or the Depositary. This publication will be made in writing by registered letter to each Shareholder.

Whenever the share capital falls below two-thirds (2/3) of the minimum capital provided for by the SIF Law, the question of the dissolution of the Fund shall be referred to the general meeting of Shareholders by the Board of Directors. The general meeting of Shareholders, for which no quorum shall be required, shall decide by simple majority of the validly cast votes, which for the avoidance of doubt shall not include abstention, nil vote and blank ballot paper.

The question of the dissolution of the Fund shall further be referred to the general meeting of Shareholders whenever the share capital falls below one-fourth (1/4) of the minimum share capital set herein; in such an event, the general meeting of Shareholders shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourth (1/4) of the Shares represented and validly cast at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days from ascertainment that the share capital has fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum, as the case may be.

Liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, appointed by the general meeting of Shareholders which shall determine their powers and their compensation.

Upon the termination of the Fund, the assets of the Fund will be liquidated in an orderly manner and all investments or the proceeds from the liquidation of investments will be distributed to the Shareholders of the relevant Class of Shares in such Sub-Fund, in proportion to their holding of Shares. Liquidation proceeds which have not been claimed by Shareholders at the time of the closure of the liquidation shall be deposited in escrow at the *caisse de consignation* in Luxembourg. Proceeds not claimed within the statutory period shall be forfeited in accordance with applicable laws and regulations.

## **22. TERMINATION, LIQUIDATION AND CONTRIBUTION OF SUB-FUNDS OR CLASSES OF SHARES**

The Board of Directors may decide to close one or more Classes of Shares or Sub-Funds (having or not a limited duration) if the total net assets in any Sub-Fund or the value of the net assets of any Class of Shares has decreased to, or has not reached, an amount determined by the Board of Directors to be the minimum level for such Sub-Fund or such Class of Shares, or if a change in the economic, monetary or political situation relating to the Sub-Fund or Class of Shares concerned would justify such liquidation or if necessary in the interest of the Shareholders of the Fund, or in order to proceed to an economic rationalisation. The Board of Directors may decide to compulsorily redeem all the Shares of the relevant Class of Shares issued in such Sub-Fund at the NAV per Share calculated on the Valuation Day at which such decision take effect.

In such event, the assets of the Sub-Fund or Class of Shares will be realised, the liabilities discharged and the net proceeds of realisation distributed to Shareholders in proportion to their holding of Shares in that Sub-Fund or Share Class. Notice of the termination of the Sub-Fund or Class of Shares will be given in writing to the

Shareholders prior to the effective date for the compulsory redemption, which will indicate the reasons for and the procedure of the redemption operations.

Notwithstanding the powers conferred to the Board of Directors, the general meeting of Shareholders of any one or all Classes of Shares issued in any Sub-Fund may, upon proposal of the Board of Directors, decide the redemption of all the Shares of the relevant Class of Shares and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) calculated with reference to the Valuation Day in respect of which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders which shall decide by resolution taken by simple majority of those present or represented and voting at such meeting.

The liquidation will take place in accordance with applicable Luxembourg law. The net proceeds of the liquidation will be distributed to Shareholders in proportion to their rights. At the end of the liquidation process of the Fund, any amounts that have not been claimed by the Shareholders will be paid into the *Caisse de Consignation* which keep them available for the benefit of the relevant shareholders for the duration provided for by law. After this period, the balance will return to the State of Luxembourg.

Except in specific situations as may be determined by the Board of Directors and subject to (i) the restrictions as may be imposed by Luxembourg law or (ii) specific situations that may require the Board of Directors to accept redemptions, in the event of any contemplated liquidation of the Fund or any Sub-Fund or Class of Shares, no further issue, conversion, transfer or redemption of Shares will be permitted after publication of the first notice to Shareholders. All Shares outstanding at the time of such publication will participate in the Fund's or the Sub-Funds' or class' liquidation distribution.

The Board of Directors may decide to merge, in accordance with applicable laws and regulations, a Sub-Fund or a Class of Shares of the Fund (i) with another Sub-Fund or Class of Shares of the Fund or (ii) with another Luxembourg specialised investment fund organized under the SIF Law or sub-fund or class of shares thereof, or (iii) with another Luxembourg undertaking for collective investment organised under the UCI Law, or sub-fund or class of shares thereof, or (iv) with another foreign undertaking for collective investment or sub-fund or class of shares thereof, by transferring the assets and liabilities from the merging entity to the receiving entity, or by allocating the assets of the merging entity to the assets of the receiving entity, or by any other method of merger, amalgamation or reorganisation, as may be applicable, and, following a split or consolidation, if necessary, and the payment to Shareholders of the amount corresponding to any fractional entitlement, by re-designating the Shares of the Fund as shares of the receiving entity, or by any other method of reorganisation or exchange of Shares, as may be applicable. Notice of the merger will be given in writing to registered Shareholders, in order to enable them to request redemption of their Shares, free of charge, during such period, and will be published in the *Recueil Electronique des Sociétés et Associations* in Luxembourg. Subject to applicable laws and regulations, Shareholders of the Fund who have not requested redemption will be transferred to the receiving entity.

Such a merger does not require the prior consent of the Shareholders except where the Fund is the merging entity which, thus, ceases to exist as a result of the merger, in such case, the general meeting of Shareholders of the Fund must decide on the merger and its effective date.

The Fund or one or several Sub-Funds may be contributed to (i) another Luxembourg specialised investment fund organised under the SIF Law or sub-fund or class of shares thereof, or (ii) another Luxembourg undertaking for collective investment organised under the UCI Law or a sub-fund or class of shares thereof, or (iii) another foreign undertaking for collective investment or sub-fund or class of shares thereof, by decision of the Board of Directors. The valuation of the Fund's assets shall be verified by the Auditor of the Fund who shall issue a written report at the time of the contribution and the exchange ratio between the relevant Shares of the Fund and the shares or units of the absorbed entity will be calculated on the basis of the relevant Net Asset Value per Share or unit as of the effective date of the absorption.

Notwithstanding the powers conferred to the Board of Directors in the preceding paragraphs, the general meeting of Shareholders, as the case may be, of a Sub-Fund or Class of Shares, may also decide on such merger or absorption. There shall be no quorum requirements for such general meeting of Shareholders which shall decide by resolution taken with and adopted by a simple majority of the votes cast.

Special approval and/or majority requirements may apply in compliance with applicable laws and regulations where the merging entity shall merge into a foreign receiving entity, or into receiving entity which is not of the corporate type.

Under the same conditions and procedure as for a merger, the Board of Directors may decide to reorganise a Sub-Fund or Class of Shares by means of a division into two or more Sub-Funds or Classes of Shares.

### **23. AMENDMENTS TO THE OFFERING DOCUMENT**

The Board of Directors is entitled amend any provision of this Offering Document, provided such changes are not material to the structure and/or operations of the Fund and its Sub-Funds and are beneficial or at least not detrimental to the interests of the Shareholders, any Sub-Fund or any Class of Shares, as the case may be, as determined by the Board of Directors as its entire discretion without requesting the consent of the Shareholders concerned ("**Non Material Changes**"), subject to the prior approval of the CSSF. In such case, the Offering Document will be amended and the Shareholders will be informed thereof, for their information purposes only. For the avoidance of doubt, Shareholders will not be offered the right to request redemption of their Shares with no Redemption Fee prior to such changes becoming effective.

Non Material Changes include, but are not limited to, the following changes:

- i. change of the Depositary and Paying Agent, the Auditor, or the Administrative Agent;
- ii. implement any amendment of the law and/or regulations applicable to the Fund as the Board of Directors may determine in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Shareholders, so long as such amendment does not materially and adversely affect the Shareholders, as reasonably determined by the Board of Directors;
- iii. to correct any printing, typing or secretarial errors and any omissions or update any factual information;
- iv. to make any other change which is for the benefit of, or not materially adverse to the interests of the Shareholders; and
- v. to reflect the creation of additional Sub-Funds or the termination of Funds, including the introduction of additional or amended definitions to the Offering Document to correctly reflect the description of terms, conditions and other disclosures with respect to such additional Sub-Fund.

Subject to the prior approval of the CSSF, the Board of Directors may furthermore make other amendments to the provisions of the Offering Document, that are material to the structure and/or operations of the Fund and its Sub-Funds or detrimental to the interests of the Shareholders of the Fund any Sub-Fund or any Class of Shares (such as the change of the fee structure of the Fund or the Sub-Fund) provided that that such changes shall only be effective and the Offering Document amended accordingly, in compliance with the law to the extent:

- (i) provided that there is sufficiently liquidity, all Shareholders who do not agree with the change(s) the right to exit the Fund with no Redemption Fee during a one (1)-month period as from the notification of the change. Such one (1)-month period may be waived by all the Shareholders consent on the expected materiel changes; or

- (ii) in the event that the right to exit the Fund with no Redemption Fee is not possible because the assets of the Fund are illiquid, the Shareholders shall not have a right to request redemption of their Shares with no Redemption Fee and the Board of Directors shall seek a prior approval in writing of such amendments by a simple majority of Shareholders.

Should any amendments of the Offering Document entail an amendment of the Articles, such decision shall be passed by a resolution of an extraordinary general meeting of Shareholders in accordance with the form, quorum and majority requirements set forth in the Articles and in compliance with Luxembourg laws and regulations (i.e. subject to, *inter alia*, the prior approval of the CSSF).

If the laws and regulations applicable to the Fund or having an impact on the Fund's operation change (either at Luxembourg level or European level) and such changes require compulsory amendment to the structure of the Fund or its operations, then the Board of Directors shall be authorized to amend any provision of this Offering Document, subject to the prior approval of the CSSF. In such case, and provided that such compulsory amendment to the structure or the operations of the Fund does not require the involvement of Shareholders of the Fund or the Sub-Fund, then the Offering Document will be updated and the Shareholders will be informed thereof, for their information purposes only without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the avoidance of doubt, in this case, the Shareholders will not be offered the right to request redemption of their Shares with no Redemption Fee prior to the changes becoming effective.

## **24. RIGHTS OF SHAREHOLDERS TOWARDS SERVICE PROVIDERS**

The attention of Shareholders is drawn to the fact that unless otherwise provided for under Luxembourg law, they will have no direct right against the service providers of the Fund. The liability of the Depositary towards Shareholders could in principle only be invoked through the AIFM. Should the AIFM fail to act despite a written notice to that effect from a Shareholder within a period of three (3) months following receipt of such notice, the relevant Shareholder may directly invoke the liability of the Depositary in accordance with Luxembourg law.

## **25. SHAREHOLDERS INFORMATION AND REPORTING**

The Fund produces an audited annual report, containing a summary of each Sub-Fund's holdings and their market values, within six (6) months of the date to which such holdings are calculated.

Audited annual reports will be made available to the Shareholders at no cost to them at the office of the AIFM, the Depositary and any paying agent. The reports will contain individual information on each Sub-Fund in the Reference currency and globalized information on the Fund. Any other financial information to be published concerning the Fund or the AIFM, including the NAV of the Shares of each Class of Shares and any suspension of such valuation, will be made available to the public at the offices of the AIFM and the Depositary.

All information notices to Shareholders will be sent to Shareholders at their address indicated in the register of Shareholders by regular mail. If deemed necessary by the AIFM or required by law, notices will be published in a newspaper and in the *Recueil Electronique des Sociétés et Associations*.

The following information will be disclosed to Investors in the manner specified:

- i. The percentage of the Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature, in the annual report.
- ii. Any new arrangements for managing the liquidity of the Sub-Funds, in the annual report.
- iii. The use of SFTs pursuant the SFTR.
- iv. The current risk profile of the Sub-Funds and the risk management systems employed by the AIFM to manage those risks, in the annual report.

- v. Any changes to the maximum level of leverage which the AIFM may employ on behalf of the Sub-Funds as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement, in the annual report.
- vi. The total amount of leverage employed by each Sub-Fund, in the annual report.
- vii. Changes to the risk management systems employed by the AIFM as well as any related anticipated impact on the Sub-Funds and its Investors, in the annual report.
- viii. Disclosures regarding remuneration as required by law, in the annual report.
- ix. Historical performance of the Sub-Funds, in the annual report.

## **26. DOCUMENTS AVAILABLE FOR INSPECTION**

The Offering Document and the latest published annual report shall be supplied to Investors upon request and free of charge.

The following documents will be available for inspection during normal business hours at the registered office of the AIFM:

- i. the Depositary Agreement between the AIFM, the Fund and the Depositary;
- ii. the Central Administrative Agent Agreement in relation to registrar, transfer and central administrative agent functions between the AIFM, the Fund and the Central Administrative Agent;
- iii. the consolidated Articles of the Fund and the consolidated articles of association of the AIFM;
- iv. the latest annual report(s); and
- v. the agreements made with the Investment Managers and Investment Advisors, if any.
- vi. any other documents that should be available to investors by law, and are not already listed above.

The AIFM will also make available at its registered office all information to be provided to Eligible Investors under the AIFM Law, and as further described in its article 21, included but not limited to (i) all relevant information regarding conflicts of interest (such as the description of any conflict of interest that may arise from any delegation of the functions listed in appendix I of the AIFM Law or of any conflicts that must be communicated to Shareholders under article 13.1 and 13.2 of the AIFM Law), (ii) the latest Net Asset Value of the Sub-Funds, (iii) the list of the sub-custodian used by the Depositary (if any), (iv) the maximum amount of the fees that may be paid annually by the Fund, (v) any right to reuse collateral and guarantees granted under the leveraging agreement, (vi) information on any preferential treatment granted to certain Shareholders.

The NAV, the Subscription Price and the redemption price for the Shares will be available at any time during business hours at the Fund's registered office.

Any amendments to the Articles will be published in the *Recueil Electronique des Sociétés et Associations*. Notices to the Shareholders will be sent by registered mail to the Shareholders.

## **ANNEX 1: SUB-FUNDS DETAILS**

- 1. ARISTEA MULTI STRATEGY**
- 2. MASTER VOLATILITY**

## 1. ARISTEA MULTI STRATEGY

Unless defined elsewhere in this Sub-Fund specifications or unless the context indicates otherwise, capitalized words and expressions in this Sub-Fund specifications have the meaning as described in the Offering Document.

### Investor Type Profile

The Sub-Fund is an investment vehicle suitable for Eligible Investors, namely:

- Institutional Investors, and
- Well-informed investors.

### Investment Policy and Objectives

#### Investment objectives:

The investment objective of the Sub-Fund is to generate positive absolute returns by investing with a diversified group of investment funds and managers including regulated and unregulated investment companies, investment trusts and limited partnership (the "Target Funds").

The Sub-Fund may invest in investment funds sponsored by the AIFM, the Investment Manager (or an affiliate) (although in such cases the Sub-Fund will not be charged a fixed fee or incentive allocation by such fund).

The Investment Manager employs its experience and judgment to seek to identify the best money managers/funds across a variety of strategies, including (but not limited to) directional, relative value and event-driven strategies.

Directional strategies seek to identify relative mispricing of securities, while incorporating a view on the direction of a market or asset class. Directional strategies include long-biased and short-biased equity strategies, sector or regional specialists' strategies, tactical asset allocation strategies, as well as other strategies.

Relative value strategies are one in which the money manager seeks to take advantage of a perceived mispricing of companies within a sector, securities within a capital structure, or securities with similar underlying economic interests. Examples of relative value strategies include capital structure arbitrage, convertible arbitrage,

equities pairs trading, fixed income arbitrage and volatility arbitrage.

In event-driven strategies, the timing and outcome of a corporate event drives return, rather than the direction of a market or the fortunes of a company. Examples of event-driven strategies include merger arbitrage, corporate reorganizations, spinoffs, and distressed securities or other parts of the capital structure of companies emerging from bankruptcy.

#### Investment policy:

In order to implement its investment objectives, the Sub-Fund will invest at least 51% of its net assets in Target Funds, in compliance with the investment objectives above described.

The Sub-Fund may further achieve its investment objectives by investing directly or indirectly (included through the use of derivatives instruments) in:

- Either directly or through financial derivatives, through long and short positions, in equity and equity linked securities including equities issued by small capitalization (such as warrants)
- Either directly or through financial derivatives, through long and short positions in American Depositary Receipts (ADR), Global Depositary Receipts (GDR) which qualify as eligible transferable securities as per article 41(1) of the UCI Law, listed in a European or in United States markets but their underlying company could be incorporated worldwide
- Bonds, including fixed or floating rates, convertible bonds, zero-coupons, government, corporate and treasury bonds, without limits in rating (investments in non-investment grade securities allowed),
- Additionally, the Sub-Fund may hold money market funds, and/or money market instruments, and/or term deposits from 0% up to 30% of its net assets, subject to diversification limits ETCs provided that there is no embedded derivative;



- TRS will be used for general efficient investment purposes, including but not limited to: Hedging, Shorting, Tax efficiency and to obtain Leverage.

Such investments shall not exceed 49% of the Sub-Fund's net assets and will not be subject to any sector, geographic (including Emerging and Frontier Markets), market capitalization or currency constraints.

At times where the Investment Manager consider it as appropriate, prudent levels of cash, cash equivalents, money market funds and money market instruments will be maintained, which may be substantial or even represent, under exceptional circumstances, 100% of the Sub-Fund's assets.

The tables below specify the maximum and expected proportion of the Sub-Fund's net assets that can be subject to securities financing transactions for the purposes of the Securities Financing Transaction Regulation 2015 (2015/2365).

For the time being, the Sub-Fund will not enter into SFTs such as repurchase and reverse repurchase agreements or engage in securities lending transactions or other transactions as foreseen under SFTR.

The Investment Manager intends to invest in TRS on a continuous basis. Under normal circumstances, the expected proportion of the Sub-Fund's net assets invested in TRS will remain around 30%. This expected proportion is not a limit, and the actual percentage may vary over time depending on several factors including, but not limited to, market conditions or opportunities (e.g. to add leverage to the Sub-Fund using margin based products, to short company stock, for tax efficiency in some markets where there is significant tax benefits to trade swaps). The maximum figure is however a limit.

The maximum proportion of assets under management of the Sub-Fund that can be subject to SFTs and TRS is as follows:

Securities lending	0%
Securities borrowing	0%
Repurchase agreements	0%
Total Return Swaps	60%

The current expected proportion of assets under management of the Sub-Fund that will be subject to SFTs and TRS is as follows:

Securities lending	0%
Securities borrowing	0%
Repurchase agreements	0%
Total Return Swaps	30%

This Sub-Fund is actively managed, meaning that the Investment Manager has, subject to the stated investment objectives and policy, discretion over its portfolio, with no reference or constraint to any benchmark.

For the purposes of Article 6 of SFDR, sustainability risks are not currently relevant to the investment decisions being made in respect of the Sub-Fund, based on its investment strategy. Sustainability risks are currently not likely to have a material impact on the returns of the Sub-fund.

The Sub-Fund does not promote environmental or social characteristics either and does not have as objective sustainable investment as provided by Articles 8 or 9 of SFDR.

The Investment Manager does not consider principal adverse impacts of its investment decisions on sustainability factors as the size, the nature and the scale of the activities of the Sub-Fund are not deemed likely to create material adverse impacts on sustainability factors, and the risk-profile of the Sub-Fund is mainly determined by risk factors other than sustainability-related risk factors.

Investments within the Sub-Fund do not take into account the EU Taxonomy criteria for environmentally sustainable economic activities as set forth in the Taxonomy Regulation.

## Risk Factors

The risks listed below are the main risks of the Sub-Fund. Shareholders should be aware that other risks may also be relevant to the Sub-Fund. **Please refer to the section "Risk Factors" for a full description of these risks.**

- Commodities risk;
- Convertible bonds risk;
- Counterparty risk;
- Credit risk;
- Currency risk;
- Custody risk;
- Double layer of fees;
- Emerging Markets;
- Frontier Markets;
- Hedging risk;
- Investment in funds;
- Leverage;
- Market risk;
- Operational risk;
- Risk arising from the use of derivatives;
- Risk related to the use of TRSs;
- Small-capitalization companies risk;
- Valuation risk.

Invested capital may fluctuate downwards as well as upwards, and Shareholders may not recuperate the entire value of the capital initially invested.

## Leverage

The Fund may use leverage to enhance the performance of the Sub-Fund. The leverage will be used for investment purposes and the Sub-Fund's investment will be pledged.

Maximum authorized leverage under the Commitment Method	Maximum authorized leverage under the Gross Method
250% NAV	250% NAV

This maximum percentage may be exceeded during a limited period of time and only in the event

of extreme market conditions in order to protect the Shareholder investments.

Eligible Investors should note that the maximum level of leverage set out above in respect of the Sub-Fund is only indicative and is provided in accordance with the requirement of articles 21(1), a) and 21(5) of the AIFM Law. The maximum level of leverage set out above in respect of the Sub-Fund is for information only and should not be read or construed as an investment limit or investment restriction or a commitment of the AIFM to comply with such maximum level of leverage.

**Investment Manager:** Banor Capital Ltd.

The AIFM appointed Banor Capital Ltd as investment manager pursuant to an investment manager agreement concluded for an indefinite period, that may terminated by either party with three (3) months' notice.

Banor Capital Ltd is a private company limited by shares, incorporated under the laws of England and Wales and having its registered office at 16 Berkeley Street, London W1J 8DZ, United Kingdom, registered under number 07189263. Banor Capital Ltd is authorised and regulated by the Financial Conduct Authority (**FCA**).

**Reference Currency of the Sub-Fund:** EUR

**Initial Subscription Price:** 100 EUR

**Initial offering period:** N/A

**Launch date:** 31<sup>st</sup> January 2018

## Valuation Day

The net asset value (NAV) is determined monthly on the basis of the closing price on the last open business day of the month. ("Subscription and Redemption Valuation Day") The NAV is calculated on the first subsequent bank business day in Luxembourg. If the last calendar day is not a bank business day, the NAV will be determined on the basis of the prices on the previous bank business day and the NAV is then calculated on the first subsequent bank business day.

Additionally, the Net Asset Value may be determined on any other Business Day in Luxembourg as the Board may in its absolute

discretion determine for the purpose of the calculation of the Net Asset Value of any Class.

## **Classes of Shares**

I and S Classes of Shares are available to Eligible Investors.

## **Issue, Redemption, Conversion**

### *Issue of Shares*

Shares are issued at the relevant Net Asset Value per Share (the **Subscription Price**), as determined as of each Valuation Day, being the Business Day on which the NAV is determined (the **Subscription Valuation Day**).

Shares of the Sub-Fund are issued, at the discretion of the Board of Directors, at the relevant Subscription Price as determined as of each Subscription Valuation Day. The Board of Directors may determine additional Subscription Valuation Day for which all Shareholders in identical situations will be treated equally.

A Subscription Fee of up to 2% maximum of the relevant Subscription Price may be added to the Subscription Price to compensate financial intermediaries and other persons who assist in the placement of Shares. Investments in Shares of the Fund shall be subject to the minimum initial subscription amounts.

### *Redemption of Shares*

Shares are redeemable on a monthly basis, based on the relevant Net Asset Value (the **Redemption Price**) as determined as of each Valuation Day, being the Business Day on which the NAV is determined (the **Redemption Valuation Day**). The Board of Directors may determine additional Redemption Valuation Days for which all Shareholders in identical situations will be treated equally.

A redemption fee of up to: 2% maximum for the first year of holding, 1% maximum for the second year of holding and none afterward of the relevant Redemption Price may be levied on the Redemption Price to compensate financial intermediaries and other persons who assist in the placement of shares.

### *Conversion of Shares*

Conversions are allowed between any Classes of Shares within the Sub-Fund, according to the provisions of section "Conversion" in the general part of this Offering Document and provided that the Eligible Investors meet the different eligibility conditions.

A Conversion Fee not exceeding 2% of the Net Asset Value of the Invested Class of Shares, can be applied for the benefit of the Invested Class of Shares, as appropriate to cover the costs of transactions arising from the conversion.

## **Remittance of orders**

### *Subscription*

Applications must be received by the Central Administrative Agent by 5pm (Luxembourg Time), at the latest on the Business Day falling two (2) Business Days prior to the relevant Subscription Valuation Day. Any application received after such time is considered for the immediately following Subscription Valuation Day.

Payment of the subscription monies must normally be received in cleared funds two (2) Business Days before the Subscription Valuation Day.

### *Redemption*

A written redemption request must be received by the Administrative Agent by 5pm (Luxembourg Time), at the latest on the Business Day falling at least thirty (30) calendar days before the relevant Redemption Valuation Day. Orders received thereafter are considered for the immediately following Redemption Valuation Day.

The proceeds of redemption will normally be paid in the currency of denomination of the Class of Shares concerned within five (5) calendar days after the relevant Redemption Price is available.

### *Conversion*

Conversion applications must be received by the Central Administrative Agent in the manner described above for subscriptions of Shares.

## **Shares not yet issued that may be activated at a later date:**

Other Classes of Shares of the Sub-Fund may be issued at any time by decision of the Board of Directors.



## ARISTEA MULTI STRATEGY

Type of share	ISIN Code	Denomination Currency	Hedging	Valuation Day	Initial minimum subscription amount**	Minimum holding**	Subsequent minimum subscription amount**	Subscription and redemption currency	Subscription fee***	Redemption fee***	Distribution fee****	Conversion fee	Distribution policy
I	LU1569016790	EUR	NO	Monthly on the basis of the closing price on the last open business day of the month	EUR 250'000.00	EUR 250'000.00	EUR 25'000	EUR	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Accumulative.
S*	LU1569026161	EUR	NO	Monthly on the basis of the closing price on the last open business day of the month	EUR 100,000	EUR 100,000	EUR 25'000	EUR	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Accumulative
S*	LU2438414703	GBP	YES	Monthly on the basis of the closing price on the last open business day of the month	GBP 125,000*****	GBP 125,000*****	GBP 25'000	GBP	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Accumulative
S*	LU2438414612	USD	YES	Monthly on the basis of the closing price on the last open business day of the month	USD 125,000*****	USD 125,000*****	USD 25'000	USD	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Up to 2% maximum	Accumulative

\*S Class is available to Eligible Investor with prior Board of Directors authorization.

\*\* The Board of Directors is authorised to waive any requirements relating to the initial minimum subscription amount or to the minimum holding amount or to the subsequent minimum subscription amount in its reasonable discretion and by taking into consideration the best interest of the Fund.

\*\*\* Subscription / Redemption Fee may be charged in order to remunerate the distributor, placing agent, and other financial intermediaries.

\*\*\*\* Distribution Fee may be levied in order to cover the remuneration of the distributors, placing agent, and other financial intermediaries.

\*\*\*\*\*Equivalent in USD/GBP of EUR 100,000.

## ARISTEA MULTI STRATEGY

Type of share	Currency	ISIN Code	Fee (Maximum %) AuM of the Sub-Fund				
			AIFM Fee	Performance Fee - Mechanism	Investment Manager Fee <sup>1</sup>	Depository Fee <sup>2</sup>	Central Administrative Agent Fee <sup>3</sup>
I	EUR	LU1569016790	Up to 0.10% max. with a minimum of EUR 2'000.00- per month	10%	Up to 1.00% max.	Flat fees out of the assets of the Sub-Fund up to EUR 12'500.00 max. per Sub-Fund per year, and An additional variable fee up to 0.06% max. of the asset under management of each Sub-Fund per year with a minimum fee of EUR 12'500.00 per Sub-Fund per year	Up to EUR 20'000.00 max. per Sub-Fund per year, and An additional variable fee up to 0.01% max. of the asset under management of each Sub-Fund per year
S	EUR	LU1569026161		-	Up to 0,50% max.		
S	GBP	LU2438414703		High Water Mark without hurdle rate	Up to 0,50% max.		
S	USD	LU2438414612			Up to 0,50% max.		

<sup>1</sup> The Investment Manager Fee will be paid by the Fund to the Investment Manager.

<sup>2</sup> excluding any additional transaction fee, normal banking and brokerage fees, exceptional and non-recurrent fee, any additional extra work, and commissions on transactions relating to the assets and liabilities of the Fund, as well as any reasonable out-of-pocket expenses incurred in connection with the Fund, and chargeable to the Fund, and fees for other services as agreed from time to time.

<sup>3</sup> excluding any additional transaction fee, exceptional and non-recurrent fee, any additional administrative extra work, as well as any reasonable out-of-pocket expenses incurred in connection with the Fund and chargeable to the Fund, and fees for other services as agreed from time to time.

## Performance fee:

### All Classes

The Performance Fee per share will amount to **10%** of the quarterly end NAV per share of the relevant Share Class that exceeds the High Water Mark<sup>4</sup> (No performance fee otherwise).

The Investment Manager is entitled to receive 100% of such Performance Fee.

The Performance Fee is calculated at the level of each Fund Share Class which means its performance can differ from investors' shares performance according to the date(s) of their subscription(s) within the calculation period.

**The performance reference period going through the lifetime of the fund**, the start of the calculation period (Calendar quarter – extended quarterly until a new HWM is set) is either the beginning of a calendar quarter or the launch date of the share class.

There is no possibility of HWM reset so the performance fee cannot be accrued or paid more than once for the same level of performance over the whole life of the fund.

On each Valuation Day, an accrual of Performance Fee is made when appropriate, and the Performance Fee is paid where applicable for each class of the Sub-Fund as described below.

The Performance Fee will be calculated taking into account movements on the capital (adjustments are made for preventing artificial performance fee increase due to the sole increase of outstanding shares in period where the return of the share class leads the NAV per share above the High Water Mark) and applying the Crystallization Principle<sup>5</sup> so that the Performance Fee is calculated on the basis of the NAV per share (gross of the share class distributed dividend during the Reference Period – if any) after deduction of all expenses, liabilities, Management Fees (but excluding Performance Fee) and is adjusted to take into account all subscriptions and redemptions (total outstanding shares). If Shares are redeemed on any day before the last day of the period for which a Performance Fee is calculated, while provision has been made for Performance Fee, the Performance Fees for which provision has been made and which are attributable to the Shares redeemed will be crystallized and paid at the end of the period even if provision for Performance Fees is no longer made at that date. Gains which have not been realized may be taken into account in the calculation and payment of Performance Fees.

If any, the performance fee will be paid on the basis of the last Net Asset Value per share of the calendar quarter and effectively paid at the beginning of the following one.

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<sup>4</sup> **High Water Mark:** Highest historical Net Asset Value per share of the relevant Class as of the end of most recent calculation period for which performance fee was paid or payable to the Investment Manager, or if no performance fee has been paid since the inception, then the initial Net Asset Value per share of such share class of the sub-fund.

<sup>5</sup> **Crystallization Principle:** Any accrued positive performance fee will be crystallized when there are redemptions, the proportion of the accrued performance fee applicable to the redemption will be crystallized, i.e. become payable (or will be written off) and cannot be eroded by future underperformance. As accrued performance fees are crystallized, the cumulative accrual will adjust with the payable amount without any impact on the NAV.

Examples of scenarios with performance fee **key features**:

**Calculation period 1:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
110.00	100.00	YES	1	109.00

**Calculation period 2:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
112.00	109.00	YES	0.30	111.70

**Calculation period 3:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
109.00	111.70	NO	0	109.00

**Calculation period 4:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
111.00	111.70	NO	0	111.00



**Calculation period 5:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
115.00	111.70	YES	0.33	114.67

**Calculation period 6:**

1	2	3	4	5
Quarter end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 10%	Quarter end NAV post Perf Fee = (1-4)
116.00	114.67	YES	0.13	115.87

## 2. MASTER VOLATILITY

Unless defined elsewhere in this Sub-Fund specifications or unless the context indicates otherwise, capitalized words and expressions in this Sub-Fund specifications have the meaning as described in the Offering Document.

### Investor Type Profile

The Sub-Fund is suitable for Eligible investors.

### Investment Policy and Objectives

The objective of the Sub-Fund is to achieve long term capital growth by investing either directly or through financial derivatives, through long and short position, in volatility and/or financial indexes products such as Futures contracts, ETNs and ETFs, Options.

The fund may secondarily invest worldwide in : bonds, including fixed or floating rates, convertible bonds, zero-coupons, government, corporate and treasury bonds, as well as money market instruments and liquid assets, equity and equity related instruments ; any other undertakings for collective investment which are subject to risk diversification requirements at least similar to those provided for in relation to SIFs.

The Sub-Fund will, for the time being, not enter into SFTs such as repurchase and reverse repurchase agreements or engage in securities lending transactions or other transactions – including total return swaps - foreseen under SFTR. Should the Board of Directors of the Fund decide to use such techniques and instruments in the future for this Sub-Fund, the Board of Directors of the Fund will update this Offering Document accordingly and will include related requirements of SFTR under this Sub-Fund.

This Sub-Fund is actively managed meaning that the Investment Manager has, subject to the stated investment objectives and policy, discretion over its portfolio, with no reference or constraint to any benchmark.

The investment strategy of the Sub-Fund is a quantitative process which is based on the prices of the underlying assets and is implemented systematically. Consequently, this quantitative

process does not take into account any sustainability criteria. For the purposes of Article 6 of SFDR, sustainability risks are not currently relevant to the investment decisions being made in respect of the Sub-Fund and sustainability risks are currently not likely to have a material impact on the returns of the Sub-fund. The Sub-Fund does not promote environmental or social characteristics, and does not have as objective sustainable investment (as provided by Articles 8 or 9 of SFDR).

The Investment Manager does not consider principal adverse impacts of its investment decisions on sustainability factors as the size, the nature and the scale of the activities of the Sub-Fund are not deemed likely to create material adverse impacts on sustainability factors, and the risk-profile of the Sub-Fund is mainly determined by risk factors other than sustainability-related risk factors.

Investments within the Sub-Fund do not take into account the EU Taxonomy criteria for environmentally sustainable economic activities as set forth in the Taxonomy Regulation.

### Risk Factors

The risks listed below are the main risks of the Sub-Fund. Shareholders should be aware that other risks may also be relevant to the Sub-Fund. **Please refer to the section "Risk Factors" for a full description of these risks.**

- Credit risk;
- Commodities risk;
- Counterparty risk;
- Currency risk;
- Custody risk;
- Double layer of fees;
- Hedging risk;
- Investment in funds;
- Leverage;
- Market risk;
- Operational risk;
- Risk arising from the use of derivatives;
- Valuation risk.

Invested capital may fluctuate downwards as well as upwards, and Shareholders may not recuperate the entire value of the capital initially invested.

## Leverage

The Fund may use leverage to enhance the performance of the Sub-Fund. The leverage will be used for investment purposes and the Sub-Fund's investment will be pledged.

Maximum leverage under Commitment Method	Maximum leverage under Gross Method
150% NAV	300% NAV

This maximum percentage may be exceeded during a limited period of time and only in the event of extreme market conditions in order to protect the Shareholder investments.

Eligible Investors should note that the maximum level of leverage set out above in respect of the Sub-Fund is only indicative and is provided in accordance with the requirement of articles 21(1), a) and 21(5) of the AIFM Law. The maximum level of leverage set out above in respect of the Sub-Fund is for information only and should not be read or construed as an investment limit or investment restriction or a commitment of the AIFM to comply with such maximum level of leverage.

### **Investment Manager:** Active Niche Funds SA

The AIFM appointed Active Niche Funds SA as Investment Manager pursuant to an investment management agreement concluded for an indefinite period of time. This agreement may be terminated by either party with three (3) months' notice.

Active Niche Funds SA is a company incorporated on 7<sup>th</sup> November 2007, with its registered office 7 Avenue de Rumine, 1005 Lausanne, Switzerland, is authorised and regulated as investment manager by the FINMA, the Swiss financial market supervisory authority, with reference number CHE-113.1.912.164.

### **Investment Advisor:** Quantis Asset Management Sàrl

The Investment Manager appointed Quantis Asset Management Sàrl as Investment Advisor pursuant

to an investment advisory agreement concluded for an indefinite period of time. This agreement may be terminated by either party with three (3) months' notice.

Quantis Asset Management Sàrl is a company incorporated under the laws of Switzerland, having its registered office at Chemin des Poses-Franches 10, 1090 La Croix-sur-Lutry, Switzerland.

### **Global distributor:** Active Niche Funds SA

The AIFM appointed Active Niche Funds SA as global distributor of the Sub-Fund pursuant to a global distribution agreement concluded for an indefinite period of time. This agreement may be terminated by either party with three (3) months' notice.

Active Niche Funds SA is a company incorporated on 7<sup>th</sup> November 2007, with its registered office 7 Avenue de Rumine, 1005 Lausanne, Switzerland, is authorised and regulated as investment manager by the FINMA, with reference number CHE-113.1.912.164.

Active Niche Funds S.A. will not perceive a Distribution Fee from the Fund in regard to its services as global distributor.

### **Prime Broker:** Interactive Brokers

The Fund appointed Interactive Brokers as Prime Broker pursuant to a brokerage agreement concluded for an indefinite period of time. This agreement may be terminated by either party with three (3) months' notice.

INTERACTIVE BROKERS (U.K.) LIMITED is a company incorporated under the laws of the United Kingdom, having its registered office at Level 20 Heron Tower, 110 Bishopsgate, London, EC2N 4AY, and authorized by the Financial Conduct Authority (FCA) under the reference number 208159.

### **Reference Currency of the Sub-Fund:** USD

**Initial Subscription Price:** 100 in relevant currency

**Initial offering period:** upon decision of the Board of Directors.

**Launch date:** upon decision of the Board of Directors.

### **Valuation Day**

The net asset value (NAV) is determined weekly on the basis of the closing price of each Friday, or of the closing price of the next Business Day in the event a Friday would not be a Business Day. ("Subscription and Redemption Valuation Day") The NAV is calculated on the first subsequent bank business day in Luxembourg.

Additionally, the Net Asset Value may be determined on any other Business Day in Luxembourg as the Board may in its absolute discretion determine for the purpose of the calculation of the Net Asset Value of any Class.

### **Classes of Shares**

C Classes of Shares are available to Eligible Investors which are qualified as:

- High net worth individuals,
- Wealth managers,
- Investment funds.

### **Issue, Redemption, Conversion**

#### *Issue of Shares*

Shares are issued at the relevant Net Asset Value per Share (the **Subscription Price**), as determined as of each Valuation Day, being the Business Day on which the NAV is determined (the **Subscription Valuation Day**).

Shares of the Sub-Fund are issued, at the discretion of the Board of Directors, at the relevant Subscription Price as determined as of each Subscription Valuation Day. The Board of Directors may determine additional Subscription Valuation Day for which all Shareholders in identical situations will be treated equally.

A Subscription Fee of up to 1% maximum of the relevant Subscription Price may be added to the Subscription Price to compensate financial intermediaries and other persons who assist in the placement of Shares. Investments in Shares of the Sub-Fund shall be subject to the minimum initial subscription amounts.

Subscriptions in kind are not permitted in the Sub-Fund.

#### *Redemption of Shares*

Shares are redeemable on a weekly basis, based on the relevant Net Asset Value (the **Redemption Price**) as determined as of each Valuation Day, being the Business Day on which the NAV is determined (the **Redemption Valuation Day**). The Board of Directors may determine additional Redemption Valuation Days for which all Shareholders in identical situations will be treated equally.

No redemption fee will be charged to Shareholders who request the redemption of their Shares.

Redemptions in kind are not permitted in the Sub-Fund.

#### *Conversion of Shares*

Conversions are allowed between any Classes of Shares within the Sub-Fund, according to the provisions of section "Conversion" in the general part of this Offering Document and provided that the Eligible Investors meet the different eligibility conditions.

No Conversion Fee will be charged to Shareholders who request the conversion of their Shares.

### **Remittance of orders**

#### *Subscription*

Applications must be received by the Central Administrative Agent by 4 p.m. (Luxembourg Time), at the latest one Business Day prior to the relevant Subscription Valuation Day. Any application received after such time is considered for the immediately following Subscription Valuation Day.

Payment of the subscription monies must normally be received in cleared funds two (2) Business Days after the Subscription Valuation Day.

#### *Redemption*

A written redemption request must be received by the Administrative Agent by 4 p.m. (Luxembourg Time), at the latest one Business Day prior the relevant Redemption Valuation Day. Orders received thereafter are considered for the immediately following Redemption Valuation Day.

The proceeds of redemption will normally be paid in the currency of denomination of the Class of Shares concerned within four (4) Business Days after the relevant Redemption Valuation Day.

*Conversion*

Conversion applications must be received by the Central Administrative Agent in the manner described above for subscriptions of Shares.

**Shares not yet issued that may be activated at a later date:**

Other Classes of Shares of the Sub-Fund may be issued at any time by decision of the Board of Directors.

## MASTER VOLATILITY

Type of share	ISIN Code	Denomination Currency	Hedging	Valuation Day	Initial minimum subscription amount*	Minimum holding*	Subsequent minimum subscription amount*	Subscription and redemption currency	Subscription fee**	Redemption fee**	Distribution fee***	Conversion fee	Distribution policy
C	LU1981047019	USD	NO	Weekly	100,000****	None	5'000	USD	Up to 1% max.	None	None	None	Capitalization
C	LU1981047282	CHF	YES	Weekly	100,000****	None	5'000	CHF	Up to 1% max.	None	None	None	Capitalization
C	LU1981047522	EUR	YES	Weekly	100,000	None	5'000	EUR	Up to 1% max.	None	None	None	Capitalization

\* The Board of Directors is authorised to waive any requirements relating to the Initial minimum subscription amount or to the minimum holding amount or to the Subsequent minimum subscription amount in its reasonable discretion and by taking into consideration the best interest of the Fund.

\*\* Subscription / Redemption Fee may be charged in order to remunerate the distributor, placing agent, and other financial intermediaries

\*\*\* Distribution Fee may be levied in order to cover the remuneration of the distributors, placing agent, and other financial intermediaries.

\*\*\*\*Equivalent in USD/CHF of EUR 100,000.

## MASTER VOLATILITY

		Fee (Maximum %) AuM of the Sub-Fund					
Type of share	ISIN Code	AIFM Fee	Performance Fee - Mechanism	Investment Manager Fee <sup>1</sup>	Investment Advisor Fee <sup>2</sup>	Depository Fee <sup>3</sup>	Central Administrative Agent Fee <sup>4</sup>
C	LU1981047019	Up to 0.10% max., with a minimum of EUR 2'000.00- per month, paid by the Fund to the AIFM	Performance Fee paid by the Sub-Fund to the Investment Manager	0.46%	0.24%	Flat fees out of the assets of the Sub-Fund up to EUR 12'500.00 max. per Sub-Fund per year, and an additional variable fee up to 0.06% max. of the asset under management of each Sub-Fund per year with a minimum fee of EUR 15'000.00 per Sub-Fund per year	Up to EUR 25'000.00 max. per Sub-Fund per year, and an additional variable fee up to 0.02% max. of the asset under management of each Sub-Fund per year
C	LU1981047282			0.46%	0.24%		
C	LU1981047522			0.46%	0.24%		

<sup>1</sup> The Investment Manager Fee is paid quarterly by the Fund out of the assets of the Sub-Fund to the Investment Manager. The Investment Manager may remunerate the distributor, placing agent, and other financial intermediaries out of the Investment Manager Fee it perceives from the Fund.

<sup>2</sup> The Investment Advisor Fee is paid quarterly by the Fund out of the assets of the Sub-Fund to the Investment Advisor.

<sup>3</sup> excluding any additional transaction fee, normal banking and brokerage fees, exceptional and non-recurrent fee, any additional extra work, and commissions on transactions relating to the assets and liabilities of the Fund, as well as any reasonable out-of-pocket expenses incurred in connection with the Fund, and chargeable to the Fund, and fees for other services as agreed from time to time.

<sup>4</sup> excluding any additional transaction fee, exceptional and non-recurrent fee, any additional administrative extra work, as well as any reasonable out-of-pocket expenses incurred in connection with the Fund and chargeable to the Fund, and fees for other services as agreed from time to time.

## Performance fee:

### All Classes

The Performance Fee per share will amount to **20%** of the monthly end NAV per share of the relevant Share Class that exceeds the High Water Mark<sup>10</sup> (No performance fee otherwise).

The Investment Manager is entitled to receive 100% of such Performance Fee.

The Performance Fee is calculated at the level of each Fund Share Class which means its performance can differ from investors' shares performance according to the date(s) of their subscription(s) within the calculation period.

**The performance reference period going through the lifetime of the fund**, the start of the calculation period (Calendar month – extended monthly until a new HWM is set) is either the beginning of a calendar month or the launch date of the share class.

There is no possibility of HWM reset so the performance fee cannot be accrued or paid more than once for the same level of performance over the whole life of the fund.

On each Valuation Day, an accrual of Performance Fee is made when appropriate, and the Performance Fee is paid where applicable for each class of the Sub-Fund as described below.

The Performance Fee will be calculated taking into account movements on the capital (adjustments are made for preventing artificial performance fee increase due to the sole increase of outstanding shares in period where the return of the share class leads the NAV per share above the High Water Mark) and applying the Crystallization Principle<sup>11</sup> so that the Performance Fee is calculated on the basis of the NAV per share (gross of the share class distributed dividend during the Reference Period – if any) after deduction of all expenses, liabilities, Management Fees (but excluding Performance Fee) and is adjusted to take into account all subscriptions and redemptions (total outstanding shares). If Shares are redeemed on any day before the last day of the period for which a Performance Fee is calculated, while provision has been made for Performance Fee, the Performance Fees for which provision has been made and which are attributable to the Shares redeemed will be crystallized and paid at the end of the period even if provision for Performance Fees is no longer made at that date. Gains which have not been realized may be taken into account in the calculation and payment of Performance Fees.

If any, the performance fee will be paid on the basis of the last Net Asset Value per share of the calendar month and effectively paid at the beginning of the following one.

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<sup>10</sup> **High Water Mark:** Highest historical Net Asset Value per share of the relevant Class as of the end of most recent calculation period for which performance fee was paid or payable to the Investment Manager, or if no performance fee has been paid since the inception, then the initial Net Asset Value per share of such share class of the sub-fund.

<sup>11</sup> **Crystallization Principle:** Any accrued positive performance fee will be crystallized when there are redemptions, the proportion of the accrued performance fee applicable to the redemption will be crystallized, i.e. become payable (or will be written off) and cannot be eroded by future underperformance. As accrued performance fees are crystallized, the cumulative accrual will adjust with the payable amount without any impact on the NAV.



Examples of scenarios with performance fee key features:

**Calculation period 1:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
110.00	100.00	YES	2.00	108.00

**Calculation period 2:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
112.00	108.00	YES	0.80	111.20

**Calculation period 3:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
109.00	111.20	NO	0	109.00

**Calculation period 4:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
111.00	111.20	NO	0	111.00

**Calculation period 5:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
115.00	111.20	YES	0.76	114.24

**Calculation period 6:**

1	2	3	4	5
Monthly end NAV before Perf Fee	HWM	Perf Fee to pay (If 1 > 2)	Theoretical Gross Payable Perf Fee = (1-2) x 20%	Monthly end NAV post Perf Fee = (1-4)
116.00	114.24	YES	0.35	115.65