fLAB fUNDS Sicav

Société d'investissement à capital variable
Luxembourg

PROSPECTUS

6TH JANUARY 2020

fLAB fUNDS Sicav (the "Fund") is registered under Part I of the Luxembourg law of 17th December 2010 on collective investment undertakings, as amended (the "2010 Law").

The distribution of this document in other jurisdictions may also be restricted; persons into whose possession this document comes are required to inform themselves about and to observe any such restrictions. This document does not constitute an offer by anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer.

In particular, the Shares are not being offered in the United States, and may be so offered only pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The Shares have not been registered with the Securities and Exchange Commission or any state securities commission nor has the Fund been registered under the Investment Company Act of 1940, as amended (the "1940 Act"). No transfer or sale of the Shares shall be made unless, among other things, such transfer or sale is exempt from the registration requirement of the 1933 Act and any applicable state securities laws, or is made pursuant to an effective registration statement under the 1933 Act and such securities laws and would not result in the Fund becoming subject to registration or regulation under the 1940 Act.

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.

Any information or representation given or made by any person which is not contained herein or in any other document which may be available for inspection by the public should be regarded as unauthorised and should accordingly not be relied upon. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares in the Fund shall under any circumstances constitute a representation that the information given in this Prospectus is correct as at any time subsequent to the date hereof.

The Board of Directors accepts responsibility for the accuracy of the information contained in this prospectus on the date of publication.

All references herein to times and hours are to Luxembourg local time.

All references herein to EUR are to Euro.

This prospectus may be updated from time to time with significant amendments. Consequently, subscribers are advised to inquire with the Fund as to the publication of a more recent prospectus.

It is recommended subscribers seek professional advice on the laws and regulations (such as those on taxation and exchange control) applicable to the subscription, purchase, holding and selling of Shares in their place of origin, residence or domicile. This is especially applicable in the case of classes and sub-funds intended to institutional investors for which investors should qualify as such. Prior to applying, subscribers are recommended to make enquiries on whether the required criteria are met and whether their subscriptions can be taken into consideration.

Data Protection Policy:

Data Protection

The Fund together with the Management Company, 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 Management Company, 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 Prospectus, the Subscription 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 Management Company and the Administrative Agent (hereafter the "**Compliance Obligations**").

Telephone conversations and electronic communications made to and received from the Management Company /or the Administrative Agent may be recorded by the Fund acting as controllers and / or by the Management Company /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.

fLAB fUNDS Sicav
Société d'investissement à capital variable
Registered office : 44, rue de la Vallée, L-2661 Luxembourg
Grand-Duchy of Luxembourg
R.C.S. Luxembourg B 171733

Board of Directors

Chairman
Mr. Oscar Alvarez Lòpez
Chairman of the Board of Managers
Market LAB Luxembourg S.à r.l.

Directors

Ms. Sonia Galbete Altarriba
Financial Advisor
Market LAB Soluciones Empresariales SL

Mr. Pietro Guido Sciarrino
Chief Executive Officer
Octogone Europe SA - Luxembourg

Mr. Manuel Teijeiro
Head of Relationship Management
Octogone Europe SA - Luxembourg

Management Company and Domiciliation Agent
Casa4Funds SA
44, rue de la Vallée,
L-2661 Luxembourg
Grand-Duchy of Luxembourg

Board of Directors of the Management Company

Chairman
Michele Milani
Member of the Management Committee
Banor SIM S.p.A.

Directors
Giacomo Mergoni
Chief Executive Officer
Banor Capital Ltd

Mr. Alberto Cavadini
Independent Director

Conducting officers of the Management Company

- Margherita Balerna Bommartini
- Arnaud Bouteiller
- Robert Zagorski
- Céline Gutter
- Richard Maisse

Depositary and Paying Agent

Banque et Caisse d'Epargne de l'Etat, Luxembourg
1, Place de Metz
L-2954 Luxembourg
Grand-Duchy of Luxembourg

Administrative, Registrar and Transfer Agent

European Fund Administration S.A. ("EFA")
2, rue d'Alsace
L-1122 Luxembourg
Grand-Duchy of Luxembourg

Auditors

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

Investment Manager

Octogone Europe S.A.
22 rue Alfred de Musset
L-2175 Luxembourg
Grand-Duchy of Luxembourg

C O N T E N T S

PRINCIPAL FEATURES

The following summary is qualified in its entirety by reference to the more detailed information included elsewhere in this Prospectus.

1915 Law	The Luxembourg law of 10th August 1915 on commercial companies, as amended from time to time.
2010 Law	The Luxembourg law of 17th December 2010 on undertakings for collective investment, as amended from time to time.
Accounting Currency	The currency of consolidation of the Fund. The consolidated financial statements of the Fund are expressed in EUR.
Articles of Incorporation	The Articles of Incorporation of the Fund, as amended from time to time.
Bank Business Day	A full bank business day in Luxembourg.
BMR Regulation	Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds Regulation (EU) and amending Directives 2008/48/EC and 2014/17/EU and Regulation No 596/2014.
Board of Directors or Directors	The members of the board of directors of the Fund, together the Board of Directors.
CESR / 07-044b	CESR's guidelines concerning eligible assets for investment by UCITS, as amended from time to time.
Classes	Pursuant to the Articles of Incorporation, the Board of Directors may decide to issue, within each Sub-Fund, separate classes of Shares (hereafter referred to as "Class" or "Classes") whose assets will be commonly invested but where a specific sales or redemption charge structure, fee structure, minimum investment amount or taxation may be applied.
Clean Classes ("CL")	Share Classes which do not include embedded fees for sales or distribution.
Contingent convertible capital instruments (CoCos)	CoCos are hybrid capital securities because they have the following characteristics of bonds: a. they are subordinated debt instruments; b. payment of interest may be suspended in a discretionary

manner or depending on an external target set in the issuance contract;

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).

Conversion of Shares — Unless specifically indicated to the contrary for any Sub-Fund, and subject to compliance with any eligibility conditions, Shareholders may at any time request conversion of their Shares into Shares of another existing Sub-Fund. Shares are issued and cancelled on the same day on the basis of the applicable net asset values of the Shares of both Sub-Funds.

CSSF — *Commission de Surveillance du Secteur Financier* – The Luxembourg Supervisory Authority.

Currency Hedged Share Class — A Share Class denominated in a different currency than the Reference Currency of the relevant Sub-Fund for which the Fund/the Investment Manager utilises currency risk hedging arrangements in order to systematically limit investor's currency risk by reducing the effect of the exchange rate fluctuations between the Reference Currency and the currency to which the investor wishes to be exposed, in compliance with ESMA Opinion 34-43-296 dated 30th January 2017. The Investment Manager will ensure to hedge such risk between 95-105 % of the value of each Currency Hedged Share Class.

Depositary — Banque et Caisse d'Epargne de l'Etat, Luxembourg.

Denomination Currency — The currency in which a Class of Shares can be denominated, and which can differ from a Sub-Fund's Reference Currency, as further detailed in the Sub-Fund Details Section.

Eligible Market — A Regulated Market in an Eligible State.

Eligible State — Any Member State of the EU or any other state in Eastern and Western Europe, Asia, North and South America, Africa and Oceania.

EU — The European Union.

Exchange Traded Funds (ETFs)	Exchange traded products that are structured and regulated as mutual funds or collective investment schemes. Most ETFs are UCITS compliant collective investment schemes. UCITS are not allowed to invest in physical commodities but they are able to use synthetic index replication to obtain exposure to broad commodity indices that satisfy the relevant diversification requirements. United States ETFs (open-ended US ETFs subject to the Investment Company Act of 1940 which qualify as a "Diversified Fund") are qualified as other UCIs in the meaning of the 2010 Law provided they meet all the requirements set forth in article 41(1) e) of the 2010 Law, including the requirement that the rules on assets segregation, borrowing, lending and uncovered sales are equivalent to the UCITS requirements (such requirements should be consider satisfy after an appropriate eligibility analysis enabling to conclude that the US ETF actually complies in all material respects with the UCITS restrictions, or by means of a written confirmation of the US ETF or its manager).
Exchange Traded Commodities (ETCs)	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, or other commodities) – but in any case no physical delivery should be considered – (i.e. for Gold Bullion Securities or other similar eligible ETC) or uses fully collateralized swaps or futures to synthetically replicate the index return. The Fund will only invest in ETCs qualified as transferable securities in the meaning of the article 41(1) of the 2010 Law, the Article 2. of the Grand-ducal Regulation of 8th February 2008 and the article 17 of the CESR / 07-044b. Furthermore, when ETCs contain embedded derivatives, the underlying shall comply with the provisions of the Article. 8 of the Grand-ducal Regulation of 8th February 2008.
FATCA	Means the Foreign Account Tax Compliance Act such as enacted and adopted by the United States of America on March 18, 2010, requiring US individuals to report their financial accounts held outside of the United States and foreign financial institutions to report to the Internal Revenue Service, or the tax authority in their jurisdiction of domicile, information about their US clients.
FATF	Financial Action Task Force (also referred to as Groupe d'Action Financière).
Fund	The Fund is an investment company organised under Luxembourg law as a *société anonyme* qualifying as a Société d'Investissement à Capital Variable ("SICAV"). It comprises several Sub-Funds.
Grand-ducal Regulation of 8th February 2008	Grand-Ducal Regulation of 8th February 2008 relating to certain definitions of the amended law of 20th December 2002 on undertakings for collective investment and implementing Commission Directive

	2007/16/EC of 19th March 2007 implementing Council Directive 85/611/EEC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) as regards the clarification of certain definitions.
Institutional Investors	Any investors, within the meaning of Article 174 (II) of the 2010 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.
Issue of Shares	The Offering Price per Share of each Sub-Fund will be the net asset value per Share of such Sub-Fund determined on the applicable Valuation Date plus the applicable dealing charge.
Management Company	Casa4Funds SA has been appointed as the management company of the Fund (the "Management Company") to be responsible on a day-to-day basis, under supervision of the Board of Directors of the Fund (the "Directors"), for providing administration, domiciliation, marketing and investment management services in respect of all Sub-Funds.
Member State	A member state of the European Union.
MiFID II	The EU's re-cast Markets in Financial Instruments Directive (2014/65/EU) (the "**MiFID II Directive**"), delegated and implementing EU regulations made thereunder, laws and regulations introduced by Member States of the EU to implement the MiFID II Directive, and the EU's Markets in Financial Instruments Regulation (600/2014) (together, "**MiFID II**").
Redemption of Shares	Shareholders may at any time request redemption of their Shares, at a price equal to the net asset value per Share of the Sub-Fund concerned, determined on the applicable Valuation Date less any redemption fee as disclosed in the Section "*Sub-Funds details"* to this Prospectus for a specific Sub-Fund.
Reference Currency	The currency in which the Net Asset Value of each Sub-Fund is denominated, as specified for each Sub-Fund in the relevant section.
Regulated Market	A market within the meaning of Directive 2004/39/EC and any other market which is regulated, operates regularly and is recognised and open to the public.
SFTR	Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25th November 2015 on transparency of securities financing

transactions and of reuse and amending Regulation (EU) No 648/2012.

SFTs Securities Financing Transactions, such as lending or borrowing of securities or commodities, repurchase transactions, buy-sell back or sell-buy back transactions, or margin lending transactions.

Shares Shares of each Sub-Fund are offered in dematerialised registered form only and may be dealt through clearing houses and all Shares must be fully paid up. Fractions of Shares will be issued with three (3) decimals, unless otherwise decided by the Board of Directors or disclosed in the Sub-Funds specificities.

Shareholder Any investor having subscribed Shares of the Fund.

Sub-Funds The Fund offers investors, within the same investment vehicle, a choice between several sub-funds (the "Sub-Funds") which are distinguished mainly by their specific investment policy and/or by the currency in which they are denominated. The specifications of each Sub-Fund are described in the Appendix to this Prospectus. The Board of Directors of the Fund may, at any time, decide the creation of further Sub-Funds and in such case, the Appendix to this Prospectus will be updated. Each Sub-Fund may have one or more classes of Shares.

Target Funds Eligible units/shares of UCITS, UCIs and/or ETFs as defined in the Section **"***Investment policies and restrictions*" paragraph (1) c) of the Prospectus, which follow the diversification rules as disclosed in the Section **"***Investment policies and restrictions*" paragraph VI a) of the Prospectus, and as per the meaning of and pursuant to limits set by articles 41 (1) e) and 46 of the 2010 Law.

UCI Undertaking for Collective Investment.

UCITS Undertaking for Collective Investment in Transferable Securities.

UCITS Directive The Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities as amended by the Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 (UCITS V).

Valuation Date The Valuation Date is the Bank Business Day on which the net asset value (NAV) is dated.

The NAV is calculated only the first Bank Business Day following the Valuation Date. The prices used are those of the Valuation Date.

The Valuation Date might be any day on which banks in Luxembourg

are normally open for business, unless otherwise defined in the Section "Sub-Fund details" and in Appendix I – Sub-Funds features to this Prospectus for a specific Sub-Fund.

The Board of Directors may in its absolute discretion amend the frequency of the Valuation Date for some or all of the Sub-Funds. In such case the Shareholders of the relevant Sub-Fund will be duly informed and the Section "Sub-Funds details" as well as the Appendix I – Sub-Funds features to this Prospectus will be updated accordingly.

THE FUND

The Fund is an open-ended collective investment company ("*société d'investissement à capital variable*") established under the laws of the Grand-Duchy of Luxembourg, with an "umbrella" structure comprising different Sub-Funds.

The Fund has been previously incorporated in Luxembourg on 25th September 2012 pursuant to the law of 13th February 2007 on specialized investment funds and is the continuation of two sub-funds of Lux Investment Partners Sicav SIF, a Luxembourg fund which has been incorporated on June 2009.

The Fund is now established as a UCITS in accordance with the provisions of part I of the 2010 Law.

In accordance with the 2010 Law, a subscription of Shares constitutes acceptance of all terms and provisions of the Articles of Incorporation. Details on each Sub-Fund are disclosed in the Section "*Sub-Funds details*" and in Appendix I – *Sub-Funds features* to this Prospectus.

MANAGEMENT AND ADMINISTRATION

1. Board of Directors

The Directors are responsible for its management and supervision including the determination of investment policies. They will review the operations of the Fund and of the Management Company.

2. Management Company

The Board of Directors has appointed Casa4Funds SA as the Management Company to be responsible on a day-to-day basis, under supervision of the Directors, for providing administration, marketing and investment management services in respect of all Sub-Funds.

The Management Company may from time to time delegate all or some of the services it provides in respect of all sub-funds to one or more service providers. In case of such delegation, the Management Company shall supervise the activities of the service providers on a permanent basis.

The Management Company was incorporated as a "s*ociété anonyme*" under the laws of the Grand-Duchy of Luxembourg on 5th August 2005 and its Articles of Incorporation were published in the *Mémorial C, Recueil des associations* on 21st December 2005. It also acts as management company to other Luxembourg undertakings for collective investment listed at the registered office of the Management Company as well as on its website: www.casa4funds.com.

Its subscribed share capital is 1.274.720 EUR. The Management Company is approved by the CSSF as management company regulated by chapter 15 of the 2010 Law.

The Management Company shall ensure, amongst others, compliance of the Fund with the investment restrictions and their investment policy set forth in this Prospectus and the Articles of Incorporation.

The Management Company shall also send reports to the Directors on a monthly basis and inform each board member without delay of any non-compliance of the Fund with the investment restrictions.

The Management Company shall also act as Domiciliary Agent of the Fund.

The Management Company has in place a remuneration policy compliant with the Directive and, amongst others, with the following principles:

(i) the remuneration policy is consistent with and promotes sound and effective risk management and does not encourage risk taking which is inconsistent with the risk profiles, rules or instruments of incorporation of the UCITS that the Management Company manages;
(ii) the remuneration policy is in line with the business strategy, objectives, values and interests of the Management Company and the UCITS that it manages and of the investors in such UCITS, and includes measures to avoid conflicts of interest;
(iii) the remuneration policy is adopted by the Board of Directors of the Management Company who adopts, and reviews at least annually, the general principles of the remuneration policy and is responsible for, and oversees, their implementation;
(iv) staff engaged in control functions are compensated in accordance with the achievement of the

objectives linked to their functions, independently of the performance of the business areas that they control;

(v) the remuneration of the senior officers in the risk management and compliance functions is overseen directly by the remuneration committee, where such a committee exists;

(vi) where remuneration is performance-related, the total amount of remuneration is based on a combination of the assessment as to the performance of the individual and of the business unit or UCITS concerned and as to their risks and of the overall results of the management company when assessing individual performance, taking into account financial and non-financial criteria;

(vii) the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the UCITS managed by the Management Company in order to ensure that the assessment process is based on the longer-term performance of the UCITS and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;

(viii) guaranteed variable remuneration is exceptional, occurs only in the context of hiring new staff and is limited to the first year of engagement;

(ix) fixed and variable components of total remuneration are appropriately balanced, and the fixed component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component.

Details of the up-to-date remuneration policy of the Management Company, including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee (if any), are available on the website : http://www.casa4funds.com/information-about-the-remuneration.html.

A paper copy of such document is available free of charge from the Management Company upon request.

Conflicts of Interest

The Management Company may from time to time act as management company or investment manager to other investment funds/clients and may act in other capacities in respect of such other investment funds or clients. It is therefore possible that the Management Company may, in the course of its business, have potential conflicts of interest with the Fund.

The Board of Directors and/or the Management Company will (in the event that any conflict of interest actually arises) endeavour to ensure that such conflict is resolved fairly and in the best interests of the Fund.

The Fund may also invest in other investment funds which are managed by the Management Company or any of its affiliated entities. The directors of the Management Company may also be directors of investment funds and the interest of such investment funds and of the Fund could result in conflicts. Generally, there may be conflicts between the best interests of the Fund and the interests of affiliates of the Management Company in connection with the fees, commissions and other revenues derived from the Fund or investment funds. In the event where such a conflict arises, the directors of the Management Company will endeavour to ensure that it is resolved in a fair manner and in the best interests of the Fund.

3. Investment Manager

The Management Company may delegate, under its supervision and ultimate responsibility, the portfolio management of part or all of the Sub-Funds to one or several investments managers, subject to the prior approval of the CSSF.

The Investment Manager is required to adhere strictly to the guidelines laid down by the Management Company. In particular, the Investment Manager is required to ensure that the assets of the Sub-Funds are invested in a manner consistent with the Fund's and the Sub-Fund's investment restrictions and that cash belonging to the Sub-Funds is invested in accordance with the guidelines laid down by the Board of Directors and the Management Company.

Octogone Europe, a société anonyme incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office established at 22 rue Alfred de Musset, L-2175 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Business Register under number B220765, has been designated investment manager of the Fund (the "Investment Manager") by mean of an agreement dated 6th January 2020 with the Management Company, to provide day-to-day portfolio management of the Sub-Funds, subject to the overall supervision and responsibility of the Management Company.

4. Investment Advisor(s)

The Management Company or the Investment Manager may appoint investment advisor(s) to provide advisory services to one or several Sub-Fund(s).

The investment advisor(s) shall regularly assist the Management Company and/or the Investment Manager by giving advice and recommendations regarding the selection of securities and other permitted assets to be acquired by the Fund in line with the investment policy of the relevant Sub-Fund.

The investment advisor(s) shall act in a purely advisory capacity. The Investment Manager shall not be bound by any advice or recommendations provided by such investment advisor(s) and shall assume sole responsibility for all decisions taken acting on such advice and recommendations in the management of the Fund's assets.

Each of the appointed investment advisors may seek advice, at its own expense, for the investment of the Fund's assets, from any person or corporation which it may consider appropriate.

The purpose of the investment advisor is to provide advice on investment matters to the Fund. More specifically, the investment advisor selects, evaluates, recommends and monitors appropriate investments that are consistent with the Fund's needs, articles of incorporation and prospectus.

5. Distributors and Nominees

Distributors may be appointed for the purpose of assisting the Management Company in the distribution of the Shares of the Fund in the countries in which they are marketed.

Certain Distributors may not offer all of the Sub-Fund(s)/classes of Shares or all of the subscription/ redemption currencies to their customers. Customers are invited to consult their Distributor for further details.

Investors can subscribe Shares in a Sub-Fund directly from the Fund. Investors may also purchase Shares in a Sub-Fund by using the nominee services offered by the Distributors or by the Local Paying Agents. A Distributor or a Local Paying Agent then subscribes and holds the Shares as a nominee in its own name but for the account of the investor. The Distributor or Local Paying Agent then confirms the subscription of the Shares to the investor by means of a letter of confirmation. Distributors and Local Paying Agents that offer nominee services are either seated in countries that have ratified the resolutions adopted by the FATF or *Groupe d'action financière internationa*le ("GAFI") or execute transactions through a correspondent bank seated in a FATF country. Investors who use a nominee service may issue instructions to the nominee regarding the exercise of votes conferred by their Shares as well as request direct ownership by submitting an appropriate request in writing to the relevant Distributor or Local Paying Agent offering the Nominee-Service.

The Fund draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Fund, notably the right to participate in general shareholders' meetings, if the investor is registered himself and in his own name in the shareholders' register of the Fund. In cases where an investor invests in the Fund through an intermediary investing into the Fund in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain shareholder rights directly against the Fund. Investors are advised to take advice on their rights.

Any Investor shall self-certify its FATCA status to the Fund (or its delegates) via the forms prescribed by the FATCA regulations in force in the relevant jurisdiction (e.g. through the W8, W9 or equivalent filling forms) to be renewed regularly or provide the Fund (or its delegates) with their GIIN numbers if the Investors are FFIs. The Investors shall inform the Fund (or its delegates) of a change of circumstances in their FATCA status immediately in writing in order to ensure correct reporting.

It is the responsibility of the Nominee to identify its clients for FATCA purposes.

The Investors/Distributors that either have not properly documented their FATCA status as requested or have refused to disclose such a FATCA status within tax legally prescribed timeframe may be classified as "recalcitrant" and be subject to a reporting towards tax or governmental authorities and may suffer potential withholding tax.

If you have any doubt on the possible implications of FATCA on the Fund or yourself, you should seek independent professional advice. You are strongly recommended to seek independent advice from your own qualified U.S. tax advisor if you have queries related to FATCA or if you wish to know more about FATCA and its effect on you.

6. Depositary

The Fund has appointed *Banque et Caisse d'Epargne de l'Etat, Luxembourg* (hereinafter referred to as "BCEE"), as its depositary within the meaning of the 2010 Law pursuant to the depositary agreement (the "Depositary Agreement")

BCEE is an autonomous public establishment (*établissement public autonome*) under the laws of Luxembourg. It has been on the official list of Luxembourg credit institutions since 1856. It is authorised by the CSSF in accordance with directive 2006/48/EC as implemented in Luxembourg by the 1993 law on the financial sector, as amended.

The key duties of the Depositary are to perform on behalf of the Fund the Depositary duties referred to in the Luxembourg law essentially consisting of:

a) monitoring and verifying the Fund's cash flows;

b) safekeeping of the Fund's assets, including *inter alia* holding in custody financial instruments that may be held in custody and verification of ownership of other assets;

c) ensuring that the sale, issue, repurchase, redemption and cancellation of the shares on behalf of the Fund are carried out in accordance with the Articles of Incorporation of the Fund and applicable Luxembourg law, rules and regulations;

d) ensuring that the value of the shares is calculated in accordance with the Articles of Incorporation of the Fund and applicable Luxembourg law, rules and regulations;

e) ensuring that in transactions involving the Fund's assets, any consideration is remitted to the Fund within the usual time limits;

f) ensuring that the Fund's income is applied in accordance with the Articles of Incorporation of the Fund and applicable Luxembourg law, rules and regulations;

g) carrying out instructions from the Fund or the Management Company unless they conflict with the Articles of Incorporation of the Fund or applicable Luxembourg law, rules and regulations.

The Depositary may delegate its safekeeping functions subject to the terms of the Depositary Agreement. The list of the Depositary's delegates is available on the Depositary's website: http://www.bcee.lu/en/Downloads/Publications "List of subcustodians for UCITS".

In execution of its duties, the Depositary acts in the sole interests of the Fund and the Fund's shareholders.

From time to time, conflicts of interest may however arise between the Depositary and the delegates or sub-delegates. In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will have regard to the applicable laws and will respect at any time the duties and obligations of the Depositary Agreement.

Further, potential conflicts of interest may arise from time to time from, the provision by the Depositary and/or its affiliates of other services to the Fund, the Management Company and/or other parties. For example, the Depositary and/or its affiliates may act as the Depositary, sub-custodian and/or administrator of other funds. It is therefore possible that the Depositary (or any of its affiliates) may in the course of its business have potential conflicts of interest with those of the Fund, the Management Company and/or other funds for which the Depositary (or any of its affiliates) act. Some situations likely to generate potential conflicts of interest have been identified at the date of the present prospectus:

- Conflicts of interest resulting from the delegation of safekeeping functions: none of the delegates or sub-delegates form part of BCEE-Group, minimizing the risk of conflicts of interest in this area;
- The Depositary acts as depositary bank for other funds: the Depositary is doing everything possible to act objectively in order to treat all of its clients fairly;
- The Depositary, in addition to its safekeeping functions, offers various other banking services to the Fund: the Depositary is doing everything possible to act objectively and fairly;

- The Depositary and the Management Company do not belong to the same Group: the Depositary and the Management Company form two separate companies composed of distinct staff ensuring a clear separation of tasks and functions.

Should the regulatory framework respectively the organizational structure of the relevant entities change, the potential list of conflicts of interests may change consequently. In this case, the present prospectus will be updated accordingly.

Up-to-date information on the duties of the Depositary, delegations and sub-delegations and related potential conflicts of interest may be requested from the Depositary by the shareholders.

The Depositary is liable to the Fund and the shareholders for the loss by the Depositary or a third party to whom the custody of financial instruments that can be held in custody has been delegated. In the case of such a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of identical type or the corresponding amount to the Fund without undue delay. The Depositary is not liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary is also liable to the Fund and the shareholders for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfill its obligations.

The liability of the Depositary will not be affected by the fact that it has delegated safekeeping to a third party.

The depositary agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months prior written notice. The depositary agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations.

8. Administrative, Registrar and Transfer Agent

The Management Company, with the approval of the Fund, has appointed EFA, as Administrative, Registrar and Transfer Agent to be responsible for all administrative duties required by Luxembourg laws, and among others for handling the processing of the subscriptions of Shares, dealing with requests for redemptions and transfer of Shares, for the safekeeping of the register of Shareholders, for the bookkeeping, the maintenance of accounting records, the calculation and determination of the net asset value of the Shares in each Sub-Fund as well as for the mailing of statements, reports, notice and other documents to the concerned Shareholders of the Fund, in compliance with the provisions of, and as more fully described in, the relevant agreement mentioned hereinafter.

EFA is empowered to delegate, under its full responsibility and at its own cost, all or part of its duties as Administrative, Registrar and Transfer Agent to a third Luxembourg entity with the prior consent of the Management Company and CSSF's prior approval.

European Fund Administration S.A. 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 Luxembourg Law of 5th April 1993 on the financial sector, as amended.

The rights and duties of EFA as Administrative, Registrar and Transfer Agent are governed by an agreement entered into force the 5th February 2016 and each of the parties may terminate this agreement subject to thirty

(90) days' notice.

The fees and expenses of the Administrative, Registrar and Transfer Agent are borne by the Fund and charge as further described in Appendix II – Fees of this Prospectus.

INVESTMENT POLICIES AND RESTRICTIONS

1. General Investment Policies for all Sub-Funds (unless incompatible with the specific investment policy disclosed in the Section "Sub-Funds details" to this Prospectus)

The Fund's investment objective is long-term capital appreciation which it will seek to achieve by investing in transferable securities, debt obligations, UCITS, UCIs, ETFs and money market instruments admitted to or dealt in on a regulated market in an Eligible Market, whether denominated in Euro or in any international currencies. The Fund has also the investment objective to maximise the investment return by investing in a portfolio of fixed and floating income securities and asset backed transferable debt obligations of public, mixed or private entities and corporations. There can be no assurance that the Fund's investment objectives will be achieved.

2. Specific Investment Policies for each Sub-Fund

The specific investment policy of each Sub-Fund is described in the Section "*Sub-Funds details"* to this Prospectus.

The historical performance of the Sub-Funds will be published in the Key investor information document for each Sub-Fund. Past performance is not necessarily indicative of future results.

3. Investment and Borrowing Restrictions

The Articles of Incorporation provide that the Board of Directors shall, based upon the principle of spreading of risks, determine the corporate and investment policy of the Fund and the investment and borrowing restrictions applicable, from time to time, to the investments of the Fund.

In order for the Fund to qualify as a UCITS under the 2010 Law and the Directive, the Board of Directors has decided that the following restrictions shall apply to the investments of the Fund and, as the case may be and unless otherwise specified for a Sub-Fund in the Section "*Sub-Funds details"* to this Prospectus, to the investments of each of the Sub-Funds:

I. (1) The Fund, for each Sub-Fund, may invest in:

a) transferable securities and money market instruments admitted to or dealt in on a regulated market within the meaning of Directive 2004/39/EC or dealt in on another market which operates regularly and is recognised and open to the public in a Member State of the European Union ("EU") or any other state in Eastern and Western Europe, Asia, North and South America, Africa and Oceania (an "Eligible Market");

b) recently issued transferable securities and money market instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on an Eligible Market and such admission is secured within one year of the issue;

c) units of UCITS and/or other undertakings for collective investment ("other UCIs") within the meaning of Article 1, paragraph (2), points a) and b) of the

UCITS Directive, whether or not established in a Member State, provided that:

- such other UCIs are authorised under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that that laid down in European Union law, and that cooperation between authorities is sufficiently ensured,
- the level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS Directive,
- the business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period,
- no more than 10% of the assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their management regulations or instruments of incorporation, in aggregate be invested in units of other UCITS or other UCIs;

d) deposits with a credit institution which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated in a third country, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in European Union law;

e) financial derivative instruments, including equivalent cash-settled instruments, dealt in on an Eligible Market and/or financial derivative instruments dealt in over-the-counter ("OTC derivatives"), provided that:

- the underlying consists of instruments covered by this section (I) (1), financial indices, interest rates, foreign exchange rates or currencies, in which the Sub-Fund may invest according to its investment objective;
- the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Luxembourg supervisory authority;
- the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund's initiative;

f) money market instruments other than those dealt in on an Eligible Market, if the issue or the issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that such instruments are:

- issued or guaranteed by a central, regional or local authority or by a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-Member State or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more Member States belong, or
- issued by an undertaking any securities of which are dealt in on Eligible Markets, or
- issued or guaranteed by a credit institution which has its registered office in a country which is an OECD member state and a FATF State, or
- issued by other bodies belonging to the categories approved by the

Luxembourg supervisory authority provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least EUR 10 million and which presents and publishes its annual accounts in accordance with Directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

(2) In addition, the Fund may invest a maximum of 10% of the net assets of any Sub-Fund in transferable securities and money market instruments other than those referred to under I (1) above.

II. The Fund may hold ancillary liquid assets.

III. a) (i) The Fund will invest no more than 10% of the net assets of any Sub-Fund in transferable securities or money market instruments issued by the same body.

(ii) The Fund may not invest more than 20% of the net assets of any Sub-Fund in deposits made with the same body. The risk exposure of a Sub-Fund to a counterparty in an OTC derivative transaction may not exceed 10% of its net assets when the counterparty is a credit institution referred to in I. (1) d) above or 5% of its net assets in other cases.

b) Moreover, where the Fund holds, on behalf of a Sub-Fund, investments in transferable securities and money market instruments of issuing bodies which individually exceed 5% of the net assets of such Sub-Fund, the total of all such investments must not account for more than 40% of the total net assets of such Sub-Fund.

This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the individual limits laid down in paragraph a), the Fund may not combine for each Sub-Fund, where this would lead to investment of more than 20% of the Sub-Fund's assets in a single body, any of the following:

- investments in transferable securities or money market instruments issued by that body,
- deposits made with that body, and/or
- exposures arising from OTC derivative transactions undertaken with that body.

c) The limit of 10% laid down in sub-paragraph a) (i) above is increased to a maximum of 35% in respect of transferable securities or money market instruments which are issued or guaranteed by a Member State, its public local authorities, or by another state in Eastern and Western Europe, Asia, North and South America, Africa and Oceania or by public international bodies of which one or more Member States are members.

d) The limit of 10% laid down in sub-paragraph a) (i) is increased to 25% for certain bonds when they are issued by a credit institution which has its registered office in a Member State and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of these bonds

must be invested in conformity with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used on a priority basis for the repayment of principal and payment of the accrued interest.

If a Sub-Fund invests more than 5% of its net assets in the bonds referred to in this sub-paragraph and issued by a single issuer, the total value of such investments may not exceed 80% of the net assets of the Sub-Fund.

e) The transferable securities and money market instruments referred to in paragraphs c) and d) shall not be included in the calculation of the limit of 40% in paragraph b).

The limits set out in sub-paragraphs a), b), c) and d) may not be combined and, accordingly, investments in transferable securities or money market instruments issued by the same issuing body, in deposits or in derivative instruments effected with the same issuing body may not, in any event, exceed a total of 35% of any Sub-Fund's net assets.

Companies which are part of the same group for the purposes of the establishment of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the limits contained in this paragraph III).

The Fund may cumulatively invest up to 20% of the net assets of a Sub-Fund in transferable securities and money market instruments within the same group.

f) **Notwithstanding the above provisions, the Fund is authorised to invest up to 100% of the net assets of any Sub-Fund, in accordance with the principle of risk spreading, in transferable securities and money market instruments issued or guaranteed by a Member State, by its local authorities or agencies, or by another member State of the OECD or by public international bodies of which one or more Member States are members, provided that the sub-fund's Shareholders benefit from sufficient protection and that such Sub-Fund must hold securities from at least six different issues and securities from one issue do not account for more than 30% of the net assets of such Sub-Fund.**

IV. a) Without prejudice to the limits laid down in paragraph V., the limits provided in paragraph III. a) to e) are raised to a maximum of 20% for investments in shares and/or debt securities issued by the same body if the aim of the investment policy of a Sub-Fund is to replicate the composition of a certain stock or debt securities index which is recognised by the CSSF provided that it is sufficiently diversified, represents an adequate benchmark for the market to which it refers, is published in an appropriate manner and disclosed in the relevant Sub-Fund's investment policy.

b) The limit laid down in paragraph a) is raised to 35% where this proves to be justified by exceptional market conditions, in particular on regulated markets within the meaning of Directive 2004/39/EC and any other market which is regulated, operates regularly and is recognised and open to the public ("Regulated Markets") where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

V. a) The Fund may not acquire shares carrying voting rights which should enable it to exercise significant influence over the management of an issuing body.

b) The Fund may acquire no more than:

- 10% of the non-voting shares of the same issuer;
- 10% of the debt securities of the same issuer;
- 25% of the units of the same UCITS or other UCI within the meaning of Article 2, paragraph (2) of the 2010 Law;
- 10% of the money market instruments of the same issuer.

These limits under second and third indents may be disregarded at the time of acquisition, if at that time the gross amount of debt securities or of the money market instruments or the net amount of the instruments in issue cannot be calculated.

c) The provisions of paragraph V. shall not be applicable to transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities or by any other Eligible State, or issued by public international bodies of which one or more Member States are members.

The provisions of this paragraph V. are also waived as regards:

- shares held by the Fund in the capital of a company incorporated in a non-Member State which invests its assets mainly in the securities of issuing bodies having their registered office in that State, where under the legislation of that State, such a holding represents the only way in which the Fund can invest in the securities of issuing bodies of that State provided that the investment policy of the company from the third country complies with the limits laid down in paragraph III. a) to e), V. a) and b) and VI.
- shares held by one or more investment companies in the capital of subsidiary companies, which carry on only the business of management, advice or marketing in the country where the subsidiary is established, in regard to the repurchase of units at the request of unitholders exclusively on its or their behalf.

VI. a) The Fund may invest up to 100% of any of its sub-fund's net assets in units of UCITS and/or other UCIs (Target Funds) referred to in paragraph I) (1) c), provided that no more than 20% of the sub-fund's net assets are invested in the units of a single Target Fund and subject to the limits set by the 2010 Law. For the purpose of the application of this investment limit, each Sub-Fund of a Target Fund with multiple Sub-Funds within the meaning of Article 181 of the 2010 Law is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various Sub-Funds vis-à-vis third parties is ensured.

b) Furthermore, the Fund may not, in aggregate, invest more than 30% of any of its sub-fund's net assets in units of Target Funds.

The underlying investments held by the Target Fundsin which the Fund invests do not have to be considered for the purpose of the investment restrictions set forth under III. a) to e) above.

c) Where a Sub-Fund invests in the shares/units of Target Fundsthat are managed, directly or by delegation, by the same Management Company or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding, that Management Company or other company may not charge subscription or redemption fees on account of the Sub-Fund investment in

the share/units of such Target Funds.

In respect of a Sub-Fund's investments in Target Fundslinked to the Fund as described in the preceding paragraph, the management fee (excluding any performance fee, if any) charged to such Sub-Fund and each of the Target Fundsconcerned shall not exceed a level as disclosed in each Sub-Funds Details in the relevant section. The Fund will indicate in its annual report the total management fees charged both to the relevant Sub-Fund and to the Target Fundsin which such Sub-Fund has invested during the relevant period.

d) The Fund may acquire no more than 25% of the units of the same Target Fund. This limit may be disregarded at the time of acquisition if at that time the gross amount of the units in issue cannot be calculated. In case of a Target Fundwith multiple Sub-Funds, this restriction is applicable by reference to all units issued by the target sub-fund.

VII. The Fund shall ensure for each Sub-Fund that the global exposure relating to derivative instruments does not exceed the total net value of the relevant Sub-Fund.

The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions. This shall also apply to the following subparagraphs.

If the Fund invests in financial derivative instruments, the exposure to the underlying assets may not exceed in aggregate the investment limits laid down in paragraph III. a) to e) above. When the Fund invests in index-based financial derivative instruments, these investments are not required to be combined to the limits laid down in paragraph III. a) to e).

When a transferable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements of this paragraph VII.

VIII. a) The Fund may not borrow for the account of any Sub-Fund amounts in excess of 10% of the net assets of that Sub-Fund, any such borrowings to be from banks and to be effected only on a temporary basis, provided that the Fund may acquire foreign currencies by means of back to back loans;

b) The Fund may not grant loans to or act as guarantor on behalf of third parties.

This restriction shall not prevent the Fund from acquiring transferable securities, money market instruments or other financial instruments referred to in I. (1) c), e) and f) which are not fully paid.

c) The Fund may not carry out uncovered sales of transferable securities, money market instruments or other financial instruments.

d) The Fund may only acquire movable or immovable property which is essential for the direct pursuit of its business, provided that such investment does not represent more than 10% of its assets.

e) Where the Fund is authorised to borrow under points a) and d), that borrowing shall not exceed 15% of its assets in total.

f) The Fund may not acquire either precious metals or certificates representing them.

IX. a) The Fund needs not comply with the limits laid down in this chapter when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets. While ensuring observance of the principle of risk spreading, recently created Sub-Funds may derogate from paragraphs III., IV. And VI. a), b) and c) for a period of six months following the date of their creation.

b) If the limits referred to in paragraph a) are exceeded for reasons beyond the control of

the Fund or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interest of its shareholders.

c) To the extent that an issuer is a legal entity with multiple Sub-Funds where the assets of the Sub-Fund are exclusively reserved to the investors in such Sub-Fund and to those creditors whose claim has arisen in connection with the creation, operation or liquidation of that Sub-Fund, each Sub-Fund is to be considered as a separate issuer for the purpose of the application of the risk spreading rules set out in paragraphs III. a) to e), IV. And VI.

TECHNIQUES AND INSTRUMENTS

The Fund is authorised for each Sub-Fund, in the consideration of the risks factors set out in the relevant section entitled *"Risk factors"*, to use techniques and instruments bearing on Transferable Securities, Money Market Instruments, currencies and other eligible assets, on the condition that any use of such techniques and instruments be carried out for the purpose of hedging and / or efficient management of the portfolio, altogether within the meaning of the Grand-ducal Regulation of 8th February 2008. If a sub-fund uses such techniques and instruments for investment purposes, detailed information on such techniques and instruments will be disclosed in the investment policy of the relevant sub-fund.

I. Financial derivative instruments

Each Sub-Fund may use financial derivative instruments ("**FDI**") such as options, futures, forwards and swaps or any variation or combination of such instruments, for hedging or investment purposes, in accordance with the conditions set out in this section and the investment objective and policy of the Sub-Fund, as set out in the section entitled "*Sub-Funds Details"*. The use of financial derivative instruments may not, under any circumstances, cause a Sub-Fund to deviate from its investment objective.

Each sub-fund is therefore in particular authorised to carry out transactions involving FDI and other financial techniques and instruments, FDI 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.

Against the payment of an interest rate either floating or fixed. There is no exchange of principal in the equity swap and the Fund will not hold any security. The underlying asset category of the swap transactions entered into by the Fund will be indicated in the description of the investment policy of each Sub-Fund in the section entitled "*Sub-Funds Details"* to this prospectus.

The Fund may not enter into equity swap transactions unless:

i) its counterpart is a recognized financial institution subject to prudential supervision (such as credit institutions or investment firms) and specialised in the relevant type of transaction;
ii) it ensures that the level of its exposure to the equity swap is such that it is able, at all times, to have sufficient liquid assets available to meet its redemption obligations and the commitments arising out of such transactions;
iii) the underlying assets performance referred to under the equity swap agreement is in compliance with the investment policy of the relevant Sub-Fund entering into such transaction.

The total commitment arising from equity swap transactions of a particular Sub-Fund shall be the market value of the underlying assets used for such transactions at inception.

The net exposure of equity swap transactions in conjunction with all exposures resulting from the use of options, interest rate swaps and financial futures may not in respect of each Sub-Fund exceed at any time the Net Asset Value of such Sub-Fund.

The equity swap transactions to be entered into will be marked to market daily using the market value of the underlying assets used for the transaction in accordance with the terms of the swap agreement. Typically, investments in equity swap transactions will be made in order to adjust regional exposures, limit settlement and custodian risks as well as repatriation risk in certain markets and to avoid costs and expenses related to direct investments or sale of assets in certain jurisdictions as well as foreign exchange restrictions.

f) Swaptions: a swaption is an agreement that gives the buyer, who pays a fee or premium, the right but not the obligation to enter into an interest rate swap at a present interest rate within a specified period of time.

g) Credit default swaps: a credit default swap or "CDS" is a credit derivative agreement that gives the buyer protection, usually the full recovery, in case the reference entity or debt obligation defaults or suffers a credit event. In return the seller of the CDS receives from the buyer a regular fee, called the spread.

The Fund may use CDS, where one counterpart (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer must either sell particular obligations issued by the reference issuer for its par value (or some other designated reference or strike price) when a credit event occurs or receive a cash settlement based on the difference between the market price and such reference price. A credit event is commonly defined as bankruptcy, insolvency, receivership, material adverse restructuring of debt, or failure to meet payment obligations when due. The *International Swaps and Derivatives*

Association, Inc. ("ISDA") have produced standardised documentation for these transactions under the umbrella of its ISDA Master Agreement.

The Fund may use CDS in order to hedge the specific credit risk of some of the issuers in its portfolio by buying protection.

In addition, the Fund may, provided it is in its exclusive interest, buy protection under CDS without holding the underlying assets provided that the aggregate premiums paid together with the present value of the aggregate premiums still payable in connection with CDS purchased together with the amount of the aggregate of premiums paid relating to the purchase of options on transferable securities or on financial instruments for a purpose other than hedging, may not, at any time, exceed 15% of the net assets of the relevant Sub-Fund.

Provided it is in its exclusive interest, the Fund may also sell protection under CDS in order to acquire a specific credit exposure. In addition, the aggregate commitments in connection with such CDS sold together with the amount of the commitments relating to the purchase and sale of futures and option contracts on any kind of financial instruments and the commitments relating to the sale of call and put options on transferable securities may not, at any time, exceed the value of the net assets of the relevant Sub-Fund.
The Fund will only enter into CDS with highly rated financial institutions specialised in this type of transaction and only in accordance with the standard terms laid down by the ISDA. Also, the Fund will only accept obligations upon a credit event that are within the investment policy of the relevant Sub-Fund.
The Fund will ensure it can dispose of the necessary assets at any time in order to pay redemption proceeds resulting from redemption requests and to meet its obligations resulting from credit default swaps and other techniques and instruments.

The aggregate commitments of all credit default swap transactions will not exceed 20% of the net assets of any Sub-Fund provided that all swaps will be fully funded.

h) Total return swaps: a total return swap or "**TRS**" is an agreement, as further below described, 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. While the entry into TRSs is possible, it is currently not contemplated.

The Fund or any of its delegates will report the details of any TRSs concluded to a trade repository or ESMA, as the case may be in accordance with the SFTR. TRSs may be used in respect of any instrument that is eligible under article 50 of the UCITS Directive.

The maximum and expected proportion of assets that may be subject to TRS will be set out for each Sub-Fund in the relevant section *"Sub-Funds Details"*. If a Sub-Fund intends to make use of TRS, the relevant section *"Sub-Funds Details"* will include the disclosure requirements of the SFTR.

i) Contracts for differences: a contract for differences or "CFD" is an agreement between two parties to pay the other the change in the price of an underlying asset. Depending on which way the price moves, one party pays the other the difference from the time the contract was agreed to the point in time where it ends.

A. OTC Financial Derivative Instruments

Each Sub-Fund may invest into FDI that are traded *over-the- counter* ("**OTC**") including, without limitation, TRS or other FDI with similar characteristics, in accordance with its investment objective and policy and the conditions set out in this section of the Prospectus.

The counterparties to OTC FDI will be selected among recognized financial institutions subject to prudential supervision (such as credit institutions or investment firms) and specialised in the relevant type of transaction. The identity of the counterparties will be disclosed in the annual report of the Fund.

The Management Company may use a process for accurate and independent assessment of the value of OTC FDI in accordance with applicable laws and regulations.

In order to limit the exposure of a Sub-Fund to the risk of default of the counterparty under OTC FDI, the Sub-Fund may receive cash or other assets as collateral, as further specified in the paragraph II. C. below entitled "*Collateral management and policy for EPM Techniques*".

B. Financial indices and benchmark

Each Sub-Fund may use FDI to replicate or gain exposure to one or more financial indices in accordance with its investment objective and policy. The underlying assets of financial indices may comprise eligible assets described in this section of the Prospectus and instruments with one or more characteristics of those assets, as well as interest rates, foreign exchange rates or currencies, other financial indices and/or other assets, such as commodities or real estate.

For the purposes of this Prospectus, a 'financial index' is an index which complies, at all times, with the following conditions: the composition of the index is sufficiently diversified (each component of a financial index may represent up to 20% of the index, except that one single component may represent up to 35% of the index where justified by exceptional market conditions), the index represents an adequate benchmark for the market to which it refers, and the index is published in an appropriate manner. These conditions are further specified in and supplemented by regulations and guidance issued by the CSSF from time to time.
Furthermore, such index shall be recognised by the CSSF, on the following basis:

– the composition of the index is sufficiently diversified,
– the index represents an adequate benchmark for the market to which it refers,
– it is published in an appropriate manner.

Following the BMR Regulation, a "**Benchmark**" means any index by reference to which the amount payable under a financial instrument or a financial contract, or the value of a financial instrument, is determined, or an index that is used to measure the performance of a Sub-Fund / Share Class with the purpose of tracking the return of such index or of defining the asset allocation of a portfolio or of computing the performance fees.
The use of a Benchmark should comply with the BMR Regulation, and should be disclosed in the Section "Sub-Funds Details".

The BMR Regulation requires further transparency on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.
In accordance with the BMR Regulation, the Management Company will maintain an index contingency plan setting out the actions to be taken in the event that a benchmark changes materially or ceases to be provided. Also, the BMR requires the prospectus to provide clear and prominent information stating whether the Benchmark that may be used is provided by an administrator included in the register of administrators and Benchmarks, as defined in the article 36 of the BMR (the "**Benchmark Register**"). EU Benchmark administrators have until 1 January 2020 to submit a request to be entered on the Benchmark Register.
Benchmarks may also be used by some funds for comparison purposes or as point of reference against which the performance of a fund may be measured but the funds may freely select the securities in which they invest. Given that the funds are actively managed and investment decisions are made at the discretion of the Investment Manager, the actual holdings and fund performance may differ materially from that of the benchmark(s).
In case the publication of the Benchmark has been stopped or where major changes in that Benchmark have occurred or if for some reason the Board of Directors feels that another benchmark is more appropriate, another Benchmark may be chosen. Any such change of benchmark will be reflected in an updated Prospectus.
The Benchmark Policy of the Management Company complying with Art. 28(2) of the BMR for actions to be taken in the event of material changes to, or cessation of, a benchmark, is available for the Shareholders of the Fund at the registered office of the Management Company.

II. Efficient portfolio management techniques

Each Sub-Fund may opt to employ techniques and instruments (within the meaning of, and under the conditions set out in applicable laws, regulations and CSSF circulars issued from time to time, in particular, but not limited to, CSSF circulars 08/356 and 14/592, ESMA guidelines 2014/937 and SFTR, provided that such techniques and instruments are used for the purposes of efficient portfolio management ("**EPM**"). The use of such techniques and instruments should not result in a change of the declared investment objective of any Sub-Fund or substantially increase the stated risk profile of the Sub-Fund.

The efficient portfolio management techniques ("**EPM Techniques**") that may be employed by the Sub-Funds in accordance with the below, include, without limitation, securities lending, repurchase agreements and reverse repurchase agreements as described below, which are also qualified as SFTs.
In order to limit the exposure of a Sub-Fund to the risk of default of the counterparty under a securities lending, repurchase or reverse repurchase transaction, the Sub-Fund will receive cash or other assets as collateral, as further specified in paragraph C below "*Collateral management and policy for EPM Techniques*".

When investing in SFT and FDI relating to transferable securities and money market instruments, each Sub-Fund shall comply with applicable restrictions and in particular with CSSF Circular 08/356 on the rules applicable to undertakings for collective investment when they employ certain techniques and instruments relating to transferable securities and money market instruments, CSSF circulars 11/512 and 14/592, ESMA Guidelines 2014/937 and the previous section of this prospectus entitled "*Investment policies and restrictions*".

The Fund's annual report should furthermore contain details of the following:
- the exposure obtained through EPM Techniques;
- the identity of the counterparty(ies) to these EPM Techniques;

- the type and amount of collateral received by the Fund to reduce counterparty exposure; and
- the revenues arising from EPM Techniques for the entire reporting period together with the direct and indirect operational costs and fees incurred;
- the use of SFTs pursuant to the SFTR (if applicable) , meaning: global data, concentration data, aggregate transaction data for each type of SFTs and TRS separately to be broken down as specified by the regulation (EU) 2015/2365, safekeeping of collateral received by the collective investment undertaking as part of SFTs and TRS, safekeeping of collateral granted by the collective investment undertaking as part of SFTs and TRS, data on return and cost for each type of SFTs and TRS, and data on reuse of collateral.

Reuse means the use by a receiving counterparty, in its own name and on its own account or on the account of another counterparty, including any natural person, of financial instruments received under a collateral arrangement, such use comprising transfer of title or exercise of a right of use in accordance with Article 5 of Directive 2002/47/EC on financial collateral arrangements but not including the liquidation of a financial instrument in the event of default of the providing counterparty.

The Fund's semi-annual report should also contain details of the use of SFTs pursuant to the SFTR (if applicable) as specified for the annual report.

The use of FDI will cause a risk due to leverage. Considering the maximum of 10% of its net assets that a Sub-Fund may borrow, as indicated under 3. VIII. a) of the above section entitled "*Investment policies and restrictions*", the overall exposure of any Sub-Fund must not exceed 210% of the Sub-Fund's net assets.

The investor's attention is further drawn to the increased risk of volatility generated by Sub-Funds using FDI and other EPM Techniques and instruments for other purposes than hedging. If the Investment Managers forecast incorrect trends for securities, currency and interest rate markets, the affected Sub-Fund may be worse off than if no such strategy had been used.

All the revenues arising from EPM Techniques (including, for the avoidance of doubt, SFTs and TRSs), net of direct and indirect operational costs and fees, will be returned to the Fund.
Each Sub-Fund may incur costs and fees in connection with EPM Techniques (including, for the avoidance of doubt, SFTs and TRSs). In particular, a Sub-Fund may pay fees to agents and other intermediaries, which may be affiliated with the Depositary or the Investment Manager to the extent permitted under applicable laws and regulations, in consideration for the functions and risks they assume. The amount of these fees may be fixed or variable. Information on direct and indirect operational costs and fees incurred by each Sub-Fund in this respect, as well as the identity of the entities to which such costs and fees are paid and any affiliation they may have with the Depositary or the Investment Manager, if applicable, will be available in the annual report. The annual report of the Fund will contain also all details on the revenues arising from EPM Techniques (including, for the avoidance of doubt, SFTs and TRSs), for the entire reporting period.
These operational costs may reach a maximum of 50 % of revenues arising from efficient portfolio management techniques and do not include hidden revenues.

The counterparties to the SFTs will be selected through a credit assessment tailored to the intended activity, which may include *inter alia*, a review of the management, liquidity, credit history, profitability, and corporate structure, regulatory framework in the relevant jurisdiction, capital adequacy, and asset quality.
Approved counterparties will typically have a public rating of A- or above. While there won't be predetermined legal status applied in the selection of the counterparties, this element will typically be taken into account in the selection process.

In any case, the Fund, and relevant Sub-Fund will only enter into SFTs with such counterparties that are considered as creditworthy and 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 Management Company, and that are based on a regulated market of a European Union Member State or on a stock exchange of a Member State of the OECD, unless otherwise disclosed in the section *"Sub-Funds Details"* to this prospectus for a specific Sub-Fund.

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

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

The maximum and expected proportion (i) of assets that may be subject to SFTs and (ii) for each type of assets that are subject to SFTs will be set out for each Sub-Fund in the relevant section *"Sub-Funds Details"*. If a Sub-Fund intends to make use of SFTs, the section "*Sub-Funds Details"* will include the disclosure requirements of the SFTR.

The Fund and any of its Sub-Funds may employ SFTs for reducing risks (hedging), generating additional capital or income or for cost reduction purposes. Any use of SFTs for investment purposes will be in line with the risk profile and risk diversification rules applicable to the Fund and any of its Sub-Funds. SFTs include in particular the following transactions:

(i) "securities lending" or "securities borrowing" means a transaction by which a counterparty transfers securities subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to which they are transferred;

(ii) "buy-sell back transaction" or "sell-buy back transaction" means a transaction by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities, agreeing, respectively, to sell or to buy back securities, or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities, or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy- sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse-repurchase agreement within the meaning of item (iii) below;

(iii) "repurchase transaction" means a transaction governed by an agreement by which a counterparty transfers securities or guaranteed rights relating to title to securities where that guarantee is issued by a recognised exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them;

(iv) "margin lending transaction" means a transaction in which a counterparty extends credit in connection with the purchase, sale, carrying or trading of securities, but not including other loans that are secured by collateral in the form of securities.

A. Securities lending and securities borrowing transactions

The Fund may enter into securities lending and borrowing transactions in accordance with the following provisions of CSSF Circular 08/356 on the rules applicable to undertakings for collective investment when they employ certain techniques and instruments relating to transferable securities and money market instruments, of CSSF circular 11/512, CSSF circular 14/592 and ESMA Guidelines 2014/937:

(i) The Fund may only lend or borrow securities within a standardised system organised by a recognised securities clearing institution or by a highly rated financial institution specialised in this type of transaction. The counterparty must further be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by European Community Law.

(ii) In relation to its lending transactions, the Fund shall receive a guarantee of a value which, at the conclusion and during the lifetime of the agreement, must be at least equal to 90% of the global valuation (interests, dividends and other eventual rights included) of the securities lent.

(iii) Such guarantee is given in the form of cash and/or securities issued or guaranteed by a Member State of the OECD, by its regional authorities or by supranational institutions and organisations with EU, regional or global scope, and is frozen in an account in the name of the Fund until the lending contract expires. More specifically, the guarantee could take the form of:

- Liquidity and Cash deposits (defined within Directive 2007/16/EC of 19 March 2007 implementing Council Directive 85/611/EEC) or financial instruments equivalent to cash;
- Bond 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 as well as bonds issued by non-governmental issuers offering an adequate liquidity with a minimum rating of BBB+ by Standard & Poors or Baa1 by Moody's (Investment Grade), or its equivalent, at the time of purchase
- Shares and convertible bonds which are comprised in a main index;
- Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA by Standard & Poors or its equivalent, at the time of purchase.

(iv) Securities lending transactions may not be for a period exceeding 30 days, nor exceed 50% of the aggregate market value of the securities in the portfolio of the sub-fund concerned. This limit does not apply when the Fund has the right to terminate the contract at any time and obtain restitution of the securities lent.

(v) Securities borrowing transactions may not be for a period exceeding 30 days, nor exceed 50% of the aggregate market value of the securities in the portfolio of the Sub-Fund concerned.

(vi) The Fund may only engage in securities borrowing transactions in the following exceptional circumstances: (x) when the Fund is engaged in the sale of portfolio securities at a time when said securities are being registered with a government authority and therefore are not available; (y) when securities which have been lent are not returned on time; and (z) in order to avoid default of a promised delivery of securities if the Depositary fails to perform its obligation to deliver the securities in question.

(vii) Combined risk exposure to a single counterparty arising from one or more securities lending transactions and / or repurchase transactions (as described below under point "*Repurchase Transactions*") may not exceed 10% of the respective sub-fund assets when the counterparty is a credit institution referred to in article 41 paragraph (1) (f) of the 2010 Law or 5% of its assets in any other cases.

(viii) When entering into a securities lending agreement, the Fund should ensure that it is able at any time to recall any security that has been lent out or terminate the securities lending agreement.

B. Repurchase Transactions

The Fund may enter into sale with right of repurchases transactions as well as reverse repurchase and repurchase agreement transactions in accordance with the provisions of CSSF Circulars 08/356, 11/512 and 14/592, ESMA Guidelines 2014/937 and the previous section entitled "*Investment policies and restrictions*", on an ancillary basis and in order to tweak its performance, enter into repurchase agreements which consist in the purchase and sale of securities whereby the terms of the agreement give the seller the right or the obligation to repurchase the securities from the purchaser at a price and a time agreed by the two parties at the conclusion of the agreement.

The Fund may act as either purchaser or seller in repurchase transactions. However, its entering into such agreements is subject to the following rules:

(i) The Fund may only purchase or sell securities if its counterparty in the repurchase transaction is a highly-rated financial institution specialised in this type of transaction. The counterparty must further be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by European Community Law.

(ii) Throughout the duration of a repurchase agreement, the Fund may not sell the securities that are the subject of the agreement before the counterparty has exercised its right to repurchase the securities, or before the deadline for repurchase has expired.

(iii) It must maintain the incidence of repurchase agreements at a level that shall allow it at all times to meet its repurchase commitments.

(iv) Combined risk exposure to a single counterparty arising from one or more securities lending transactions (as described above under point A. "S*ecurities lending and securities borrowing transactions*" and / or repurchase transactions may not exceed 10% of the respective sub-fund assets when the counterparty is a credit institution referred to in article 41, paragraph (1) (f) of the 2010 Law of 5% or its assets in any other cases.

When entering into a reverse repurchase agreement, the Fund should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the net asset value of the relevant Sub-Fund. When entering into a repurchase agreement, the Fund should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.

C. Collateral management and policy for EPM Techniques

The Fund shall comply with the requirements provided by the provisions laid down in the CSSF Circular 14/592 and set out below when entering into management of collateral for OTC financial derivative transactions and efficient portfolio management techniques (and which modify the Box 26 of the existing guidelines on Risk Measurement and Calculation of Global Exposure and Counterparty Risk for UCITS (Ref. CESR/10-788)) as well as the provisions laid down in SFTR.

The risk exposures to a counterparty arising from OTC financial derivative transactions and efficient portfolio management techniques should be combined when calculating the counterparty risk limits of Article 52 of the UCITS Directive.

All assets received by the Sub-Fund in the context of efficient portfolio management techniques should be considered as collateral and should comply with the criteria laid down in paragraph below.

Where a Sub-Fund enters into OTC FDI and EPM Techniques, the Sub-Fund will only accept the following assets as collateral:

(i) Liquid assets including cash, short term bank certificates and money market instruments as defined within the UCITS Directive. A letter of credit or a guarantee at first-demand given by a first class credit institution not affiliated to the counterparty is considered as equivalent to liquid assets.
(ii) 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.
(iii) Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent.
(iv) Shares or units issued by UCITS investing mainly in bonds/shares mentioned in items (v) and (vi) below.
(v) Bonds issued or guaranteed by first class issuers offering an adequate liquidity.
(vi) Shares admitted to or dealt in on a regulated market of a Member State of the European Union or on a stock exchange of a Member State of the OECD, on the condition that these shares are included in a main index.

For the purpose of the above paragraph, all assets received by a Sub-Fund in the context of EPM Techniques should be considered as collateral.

Furthermore, all collateral used to reduce counterparty risk exposure should comply with the following criteria at all times:

a) Liquidity – any collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the provisions of Article 56 of the UCITS Directive.

b) Valuation – collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place. As the Fund will accept only highly liquid securities as collateral, Mark-to-Market methodology will be used for the valuation of transferable securities and/or money market instruments listed on a regulated market/multilateral

trading facility with transparent pricing, which is based on the last known quotation on the Valuation Day. Shares or units in underlying open-ended investment funds are valued at their last available Net Asset Value reduced by any applicable charges.

c) Issuer credit quality – collateral received should be of high quality (as above described).

d) Correlation – the collateral received by the Sub-Fund should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.

e) Collateral diversification (asset concentration) – collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Sub-Fund receives from a counterparty of efficient portfolio management and over-the-counter financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its net asset value. When the Sub-Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer.
By way of derogation from this sub-paragraph, a UCITS may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. Such a UCITS should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the UCITS' net asset value. UCITS that intend to be fully collateralised in securities issued or guaranteed by a Member State should disclose this fact in the prospectus. UCITS should also identify the Member States, local authorities, or public international bodies issuing or guaranteeing securities that they are able to accept as collateral for more than 20% of their net asset value.

f) Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the risk management process.

g) Where there is a title transfer, the collateral received should be held by the depositary of the Sub-Fund. For other types of collateral arrangement, the collateral can be held by a third-party depositary which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

The collateral eligibility requirements set out above stem from the ESMA Guidelines 2014/937 and CSSF circular 14/592.

Cash collateral received by a Sub-Fund should only be:
- placed on deposit with credit institutions which either have their registered office in an EU Member State or are subject to prudential rules considered by the CSSF as equivalent to those laid down in Community law;
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined in the Guidelines on a Common Definition of European Money Market Funds.

Re-invested cash collateral should be diversified in accordance with the diversification requirements

applicable to non-cash collateral.

Non-cash collateral received by a Sub-Fund should not be sold, re-invested or pledged.

Collateral posted in favour of a Sub-Fund under a title transfer arrangement should be held by the Depositary. Collateral posted in favour of a Sub-Fund under a security interest arrangement (e.g., a pledge) can be held by a third-party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Collateral management risks are further described in the section *"Risks Factors"* of the Prospectus.

D. Haircut Policy

For each of these financial instruments, the following discount rates will be applied (the Management Company reserves the right to vary this policy at any time):

- Cash in a currency other than the currency of exposure: **10%**
- Shares and shares of a UCI: **20%**
- Debt instruments at least investment grade: **15%**
- Non-investment grade debt securities and corporate bonds: **40%**.

The Risk Management makes sure that the collateral used to mitigate counterparty risk is not sold, reinvested or pledged.

A Sub-Fund receiving collateral for at least 30% of its assets should have an appropriate stress testing policy in place to ensure regular stress tests are carried out under normal and exceptional liquidity conditions to enable the Sub-Fund to assess the liquidity risk attached to the collateral. The liquidity stress testing policy should at least prescribe the following:

- Design of stress test scenario analysis including calibration, certification & sensitivity analysis;
- Empirical approach to impact assessment, including back-testing of liquidity risk estimates;
- Reporting frequency and limit/loss tolerance threshold; and
- Mitigation actions to reduce loss including haircut policy and gap risk protection.

A Sub-Fund should have in place a clear haircut policy adapted for each class of assets received as collateral. When devising the haircut policy, a Sub-Fund should take into account the characteristics of the assets such as the credit standing or the price volatility, as well as the outcome of the stress tests performed. This policy should be documented and should justify each decision to apply a specific haircut, or to refrain from applying any haircut, to a certain class of assets.

The prospectus should also clearly inform investors of the collateral policy of the Fund. This should include permitted types of collateral, level of collateral required and haircut policy and, in the case of cash collateral, re-investment policy (including the risks arising from the re-investment policy).

INVESTMENT IN ONE OR MORE OTHER SUB-FUNDS OF THE FUND

Pursuant to Article 181 (8) of the 2010 Law, any Sub-Fund of the Fund may subscribe, acquire and/or hold securities to be issued or issued by one or more Sub-Funds of the Fund without the Fund being subject to the requirements of the 1915 Law, with respect to the subscription, acquisition and/or the holding by a company of its own shares, under the conditions however that:

- the target Sub-Fund does not, in turn, invest in the Sub-Fund invested in this target Sub-Fund; and
- no more than 10% of the assets that the target Sub-Funds whose acquisition is contemplated may be invested pursuant to the Instruments of Incorporation in shares of other target Sub-Funds of the Fund; and
- voting rights, if any, attaching to the relevant securities are 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 will not be taken into 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 2010 Law; and
- there is no duplication of management, subscription or repurchase fees between those at the level of the Sub-Fund of the Fund having invested in the target Sub-Fund, and this target Sub-Fund.

RISK FACTORS

Equity Risk

While equities have historically been a leading choice of long-term investors, the fluctuations in their prices can sometimes be exacerbated in the short-term.
Because equity securities represent ownership in their issuers, prices of these securities can suffer for such reasons as poor management, shrinking product demand and other business risks.
Many factors can affect equity market performance: economical, political and business news can influence market-wide trends, over the short term as well as the long term.

Investment in Fixed Income Securities

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Lower-rated securities generally tend to reflect short-term corporate and market developments to a greater extent than higher-rated securities which react primarily to fluctuations in the general level of interest rates. There are fewer investors in lower-rated securities, and it may be harder to buy and sell securities at an optimum time.

The volume of transactions effected in certain European 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.

Investment in Financial Derivative Instruments

Investment in warrants

It should be noted that the inherent volatility of warrants should not be overlooked and will directly affect the net assets of the sub-funds concerned. The reason is that, although the use of warrants may generate higher profits than when investing in conventional shares, it may also lead to heavy losses made worse by leverage.

Credit Default Swaps

Credit default swap transactions may entail particular risks.

These transactions are used in order to eliminate a credit risk in respect of the issuer of a security, they imply that the Fund bears a counterparty risk in respect of the protection seller.

This risk is, however, mitigated by the fact that the Fund will only enter into credit default swap transactions with highly rated financial institutions.

Credit default swaps may present a risk of liquidity if the position must be liquidated before its maturity for any reason. The Fund will mitigate this risk by limiting in an appropriate manner the use of this type of transaction.

Finally, the valuation of credit default swaps may give rise to difficulties which traditionally occur in connection with the valuation of OTC contracts.

Futures and Options

The Fund may use options and futures on securities, indices and interest rates in order to achieve investment goals. Also, where appropriate, the Fund may hedge market and currency risks using futures, options or forward foreign exchange or currency contracts (for the risk related to the use of forward contracts please refer to the section below " OTC Derivative Transactions"). The Fund must comply with the limits set out above in the Section "*Investment Policies and Restrictions"* under 3. "*Investment and Borrowing Restrictions*".

Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders.

Transactions in options also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

OTC Derivative Transactions

In general, there is less governmental regulation and supervision of transactions in the OTC markets (in which forward and option contracts, credit default swaps, total return swaps and certain options on currencies and other derivative instruments are generally traded) than of transactions entered into on organised stock exchanges. In addition, many of the protections afforded to participants on some organised exchanges, such as the performance guarantee of an exchange clearing house, may not be available in connection with OTC transactions. Therefore, the Fund entering into OTC transactions will be subject to the risk that its direct counterparty will not perform its obligations under the transactions and that the Fund will sustain losses. The Fund will only enter into transactions with counterparties which it believes to be creditworthy, and may reduce the exposure incurred in connection with such transactions through the receipt of letters of credit or collateral from certain counterparties.

In addition, as the OTC market may be illiquid, it might not be possible to execute a transaction or liquidate a position at an attractive price

EU Regulation No 648/2012 of 4th July 2012 on OTC derivatives, central counterparties and trade repositories, known as European Market Infrastructure Regulation ("EMIR") was designed to improve the stability of the OTC markets throughout the EU aiming at introducing uniform requirements in respect of OTC derivatives transactions by requiring certain "eligible" OTC derivatives transactions to be submitted for clearing to regulated central clearing counterparties and by mandating the reporting of certain detail of derivatives transactions to trade repositories.

Prospective investors and Shareholders should be aware that the regulatory changes arising from EMIR and similar regulatory regimes may adversely affect the Fund's ability to achieve its investment objectives. In addition, the implementation and the compliance with the requirement laid down in EMIR may increase the overall costs borne by the Fund as further detailed in the section headed "*Management and Fund charges*".

Risks of relating to the use of SFTs

SFTs involve certain risks and there can be no assurance that the objective sought to be obtained from the use of such techniques will be achieved.

The principal risk when engaging in SFTs is the risk of default by counterparty who has become insolvent or is otherwise unable or refuse to honour its obligation to return securities or cash to the Sub-Fund as required by the terms of the transaction: **Counterparty risk**.
As an example, the Fund and any of its Sub-Funds may enter into repurchase agreements and reverse repurchase agreements as a buyer or as a seller subject to the conditions and limits set out in the section "*Techniques and Instruments*". If the other party to a repurchase agreement or reverse repurchase agreement should default, the Fund or the relevant Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the underlying securities and/or other collateral held by the Fund or the relevant Sub-Fund in connection with the repurchase agreement or reverse repurchase agreement are less than the repurchase price or, as the case may be, the value of the underlying securities. In addition, in the event of bankruptcy or similar proceedings of the other party to the repurchase agreement or reverse repurchase agreement or its failure otherwise to perform its obligations on the repurchase date, the Fund or the relevant Sub-Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay and enforcement of the repurchase agreement or reverse repurchase agreement.
The Fund and any of its Sub-Funds may also enter into securities lending transactions subject to the conditions and limits set out in the section "*Techniques and Instruments"*. If the other party to a securities lending transaction should default, the Fund or the relevant Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the collateral held by the Fund or the relevant Sub-Fund in connection with the securities lending transaction are less than the value of the securities lent. In addition, in the event of the bankruptcy or similar proceedings of the other party to the securities lending transaction or its failure to return the securities as agreed, the Fund or the relevant Sub-Fund could suffer losses, including loss of interest on or principal of the securities and costs associated with delay and enforcement of the securities lending agreement.

Counterparty risk is generally mitigated by the transfer or pledge of collateral in favor of the Sub-Fund. However, there are certain risks associated with collateral management, including difficulties in selling collateral and/or losses incurred upon realization of collateral: SFTs also entail **Liquidity risk** due to locking cash or securities positions in transactions of excessive size or duration relative to the liquidity profile of the Sub-Fund or delays in recovering cash or securities paid to the counterparty. These circumstances may delay or restrict the ability of the Fund to meet redemption request.

The Sub-Fund may also incur **Operational risk** such as non-settlement or delay in settlement of instructions, failure or delays in satisfying delivery obligation under sales of securities, and **Legal risks** related to the documentation uses in respect of such transactions.

The Sub-Fund may enter into SFTs with other companies in the same group of companies as the Investment Manager. Affiliated counterparties, if any, will perform their obligations under any SFTs concluded with a Sub-Fund in a commercially reasonable manner. In addition, the Investment Manager will select

counterparties and enter into transaction in accordance with best execution principles. However, investors should be aware that the Investment Manager may face conflicts between its role and its own interest or that of affiliated counterparties.

The risks arising from the use of repurchase agreements, reverse repurchase agreements and securities lending transactions will be closely monitored and techniques (including collateral management) will be employed to seek to mitigate those risks. Although it is expected that the use of repurchase agreements, reverse repurchase agreements and securities lending transactions will generally not have a material impact on the Fund's or the relevant Sub-Fund's performance, the use of such techniques may have a significant effect, either negative or positive, on the Fund's or the relevant Sub-Fund's NAV.
In respect of margin lending transactions, the Fund and any of its Sub-Funds cannot extend credit and may only receive credit subject to the restrictions in the UCITS Directive and the Prospectus.

Risk of relating 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 FDI, 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.

Collateral Management risk

Counterparty risk arising from OTC FDI and SFTs is generally mitigated by the transfer of pledge of collateral in favor of the Sub-Fund. However, transactions may not be fully collateralized. Fees and returns due to the Sub-Fund may not be collateralized. If a counterparty default, the Sub-Fund may need to sell non-cash collateral received at prevailing market prices. In such case, the Sub-Fund could realise a loss due to inaccurate pricing or monitoring of the collateral, adverse movements, deterioration in the credit rating of issuers of the collateral may delay or restrict the ability of the Sub-Fund to meet redemption request.
A Sub-Fund may also incur a loss reinvesting cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Sub-Fund to the counterparty as required by the terms of the transactions. The Sub-Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Sub-Fund.

Non-investment grade securities

Furthermore, for sub-funds whose policy allows for the investment in securities rated lower than BBB- (Standard & Poor's), investors are warned that these securities are below investment grade and carry more risk, including greater price volatility and a higher default risk on the repayment of principal and the payment of interest than for higher grade securities. Moreover, certain unlisted or undervalued fixed income securities are highly speculative and entail considerable risk, and may be disputed when principal and interest payments fall due. Securities with a rating below BBB- by Standard & Poor's (or Baa3 by Moody's, or its equivalent), or comparable unlisted securities, are considered speculative and may be disputed when principal and interest payments fall due.

Investing in Emerging Countries

Investment in securities issued by issuers situated in or traded on markets situated in emerging countries involves risk factors and special considerations, including those which follow which may not be typically associated with investing in more developed markets. Political or economic change and instability may be more likely to occur and have a greater effect on the economies and markets of emerging countries. Adverse government policies, taxation, restrictions on foreign investment and on currency convertibility and repatriation, currency fluctuations and other developments in the laws and regulations of emerging countries in which investments may be made, including expropriation, nationalisation or other confiscation could result in loss to the Fund. By comparison with more developed securities markets, most emerging countries securities markets are comparatively small, less liquid and more volatile. In addition, settlement, clearing and registration procedures may be under developed enhancing the risks of error, fraud or default. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in emerging markets may not provide the same degree of investor information or protection as would generally apply to major markets.

Interest Rate Risk

Investment in debt securities or money market instruments is subject to interest rate risk.
A fixed income security's value will generally increase in value when interest rates fall and decrease in value when interest rates rise. Interest rate risk is the risk that such movements in interest rates will negatively affect a security's value or, in a sub-fund's case, its net asset value. Fixed income securities with longer-term maturities tend to be more sensitive to interest changes than shorter-term securities. As a result, longer-term securities tend to offer higher yields for this added risk.
While changes in interest rates may affect a sub-fund's interest income, such changes may positively or negatively affect the net asset value of the sub-fund's shares on a daily basis.

Currency Risk

Since the securities held by a sub-fund may be denominated in currencies different from its base currency, the sub-fund may be affected favorably or unfavorably by changes in the exchange rates between such Reference Currency and other currencies. If the currency in which a security is denominated appreciates against the base currency, the price of the security could increase. Conversely, a decline in the exchange rate of the currency would adversely affect the price of the security.
Although a sub-fund may use hedging or other techniques in seeking to minimize its exposure to currency risk, it may not be possible or desirable to hedge against all currency risk exposure, nor is it guaranteed that a hedging technique will perform as anticipated.

Hedged Classes

In the case where shares are hedged against the Reference Currency of a particular sub-fund, such hedging may, for technical reasons or due to market movements, not be complete and not cover the entire foreign exchange rate risk. There can be no guarantee that hedging strategies will be successful. Moreover, in case of hedging, the investors will not take advantage of any possible positive evolution of the foreign exchange rate.

Credit Risk

Credit risk, related to all fixed income securities as well as money market instruments, is the risk that an issuer will fail to make principal and interest payments when due. Issuers with higher credit risk typically offer higher yields for this added risk. Conversely, issuers with lower credit risk typically offer lower yields. Generally, government securities are considered to be the safest in terms of credit risk, while corporate debt, especially those with poorer credit ratings, have the highest credit risk. Changes in the financial condition of an issuer, changes in economic and political conditions in general, or specific to an issuer, are all the factors that may have an adverse impact on an issuer's credit quality and security values.

Counterparty Risk

Also known as "default risk", it is the risk to each party of a contract that the counterparty will not live up to its contractual obligations. Counterparty risk as a risk to both parties and should be considered when evaluating a contract.
The Fund is exposed to counterparty risk when entering into Over the Counter ("OTC") derivatives contracts or into cash deposits.

Liquidity Risk

This is the risk of losing a certain amount of money when liquidating one or more positions in a portfolio. The loss is generated by the difference between the price at which the financial asset is marked and the price at which it can be sold.
Liquidity risk arises from situations in which a party interested in trading an asset cannot do it because nobody in the market wants to trade that asset. Liquidity risk becomes particularly important to parties who are about to hold or currently hold an asset, since it affects their ability to trade.
Manifestation of liquidity risk is very different from a drop of price to zero. In case of a drop of an asset's price to zero, the market is saying that the asset is worthless. However, if one party cannot find another party interested in trading the asset, this can potentially be only a problem of the market participants with finding each other. This is why liquidity risk is usually found to be higher in emerging markets or low-volume markets.

Potential 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 behaviour 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 behaviour 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.

Each investment policy for each Sub-Fund will indicate the maximum percentage planned for this type of instrument, if an investment is planned in CoCos.

Potential Risks associated with specific economical sectors

Some Sub-Funds may invest in developing companies or in technological sectors of the new economy. Investors should not ignore that the quotation of these securities is volatile and that this will have a direct impact on the net value of these Sub-Funds.

Regulatory and Legal Risks:

The Fund must comply with regulatory constraints or changes in the laws affecting it, the Shares, or the investment restrictions, which might require a change in the investment policy and objectives followed by a Compartment. The Compartment's assets, the Underlying Asset and the derivative techniques used to expose the Compartment to the Underlying Assets may also be subject to change in laws or regulations and/or regulatory action which may affect the value of the Shares. The Fund is domiciled in Luxembourg and Investors should note that all the regulatory protections provided by their local regulatory authorities may not apply. Investors should consult their financial or other professional adviser for further information in this area.

MiFID II: impose new regulatory obligations on the Investment Manager. These regulatory obligations may impact on, and constrain the implementation of, the investment approach of the Fund and lead to increased compliance obligations upon and accrued expenses for the Investment Manager and/or the Fund.

Extension of pre- and post-trade transparency

MiFID II introduces wider transparency regimes in respect of trading on EU trading venues and with EU counterparties. MiFID II extends the pre- and post-trade transparency regimes from equities traded on a regulated market to cover equity-like instruments, such as depositary receipts, exchange-traded funds and certificates that are traded on regulated trading venues, as well as to cover non-equities, such as bonds, structured finance products, emission allowances and derivatives.

The increased transparency regime under MiFID II, together with the restrictions on the use of "dark pools" and other non-regulated trading venues, may lead to enhanced price discovery across a wider range of asset classes and instruments which could disadvantage the Fund. Such increased transparency and price discovery may have macro effects on trading globally, which may have an adverse effect on the Net Asset Value.

Equities – On-exchange trading

MiFID II introduces a new rule that an EU regulated firm may execute certain equities trades only on an EU trading venue (or with a firm which is a systematic internaliser or an equivalent venue in a third country). The instruments in scope for this requirement are any equities admitted to trading on any EU trading venue, including those with only a secondary listing in the EU. The effect of this rule is to introduce a substantial limit on the possibility of trading off-exchange or OTC in EU listed equities with EU counterparties. The overall impact of this rule on the Investment Manager's ability to implement the Fund's investment objective and investment approach is uncertain.

OTC derivatives

MiFID II requires certain standardised OTC derivatives (including all those subject to a mandatory clearing obligation under EMIR) to be executed on regulated trading venues. In addition, MiFID II introduces a new trading venue, the "organised trading facility", which is intended to provide greater price transparency and competition for bilateral trades. The overall impact of such changes on the Fund is highly uncertain and it is unclear how the OTC derivatives markets will adapt to this new regulatory regime.

Access to research

MiFID II prohibits an EU authorised investment firm from receiving investment research unless it is paid for directly by the firm out of its own resources or from a separate research payment account. EU research providers that are MiFID firms will be obliged to price their research services separately from their execution services. It is uncertain whether these changes will lead to an overall increase in the price of research and/or lead to reduced access to research for the Investment Manager in relation to the Fund's investment approach.

Changes to use of direct market access

MiFID II introduces new requirements on EU banks and brokers which offer direct market access ("DMA") services to allow their clients to trade on EU trading venues via their trading systems. EU DMA providers will be required to impose trading and credit thresholds on their clients, and to have the benefit of monitoring rights. It will also be necessary for the EU DMA provider to enter into a binding written agreement with its clients, which deals with compliance with MiFID II and the trading venue rules. These changes may affect the implementation of the Fund's investment approach.

Changes to conduct rules for EU brokers

Historically, certain EU sell-side firms have used IPO and secondary allocations as a way of rewarding their most valued buy-side clients (in terms of trading volumes or commissions) for the business that they have given to the firm previously or to incentivise future business. New MiFID II requirements effectively prohibit such behaviour, as MiFID II precludes a sell-side firm from allocating issuances to clients either (a) to incentivise the payment of a large amount of fees for unrelated services provided by the EU firm or (b) which is conditional on the receipt of future orders or the purchase of any other service from the EU firm by a client. As a result, the manner in which the Investment Manager is allocated IPOs and secondary issuances by its sell-side service providers is likely to change significantly, which may have an adverse effect on the Investment Manager's ability to implement the Fund's investment approach.

Changes to policies and procedures and costs of compliance

MiFID II requires significant changes to a number of the Investment Manager's policies and procedures, including with respect to best execution, payment for and access to research, and conflicts of interest, which may adversely affect the Investment Manager's implementation of the Fund's investment approach. Compliance with these requirements is likely to result in the Investment Manager incurring significant costs and may also result in increased costs for the Fund.

RISK MANAGEMENT PROCESS

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

As part of the RMP within the meaning of the applicable CSSF Circular 11/512 and the ESMA Guidelines 10-788, the Management Company will calculate the global exposure of each Sub-Fund on a daily basis despite of NAV frequency. This global exposure, depending on the risk profile of each sub-fund could be calculated using the Commitment Approach or the Value at Risk Approach (the "VaR Approach"), either relative or absolute.

The Commitment approach is defined as the sum of the absolute value of the individual commitments of financial derivatives instruments, after taking into account possible effects of netting and hedging.

The VaR approach quantifies the maximum potential loss that a UCITS could suffer within a certain time horizon and a given level of confidence under normal market conditions. The Management Company shall use a one month (20 days) Historical VaR with one year of history and a confidence level of 99%.

The risk profile will be evaluated by the Risk Management department of the Management Company, the result of this evaluation will be communicated to the Board of the Management Company that will confirm the approach chosen or propose a new one. More specifically, the selection of the approach will result from the investment policy and strategy of each Sub-Fund (including its use of financial derivative instruments).

The approach chosen for each Sub-Fund could be found in Appendix III – Sub-Funds Specific Risk Details of the present prospectus. In case of a VaR approach, the expected level of leverage as well as the benchmark or the appropriate mix of assets (if managed with a relative VaR approach) will be indicated. The expected level of leverage will be calculated as the sum of notionals but could be completed by the commitment approach.

SHARES

Within the meaning of Article 181 of the 2010 Law, the Fund may issue within each Sub-Fund one or more classes of Shares whose assets will be commonly invested pursuant to the specific investment policy of the Sub-Fund concerned but may differ, *inter alia*, in respect of specific sales and redemption charge structure, management charge structure, hedging policy or any other features as the Board of Directors shall from time to time determine in respect of each Sub-Fund.

Currently, the Board of Directors may decide to issue within each Sub-Fund, the Class of Shares as further described in the Section "*Sub-Funds details"* and in Appendix I – *Sub-Funds features* to this Prospectus.

The investors have to verify and prove that they meet the condition applicable for each Class of Shares.

The Shares are only Accumulation Shares as further detailed in the Section "*Sub-Funds details"* and in Appendix I – *Sub-Funds features* to this Prospectus.

ISSUE, REDEMPTION AND CONVERSION OF SHARES

"Late Trading" is to be understood as the acceptance of a subscription, conversion or redemption order after the cut-off time on the relevant Valuation Date and the execution of such order at the price based on the net asset value per Share applicable to such Valuation Date. To deter such practice, the Board of Directors takes the necessary measures to prevent that subscriptions, conversions or redemptions be accepted after the cut-off time in Luxembourg and that the net asset value per Share is calculated after the cut-off time ("forward pricing").

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 subscriptions and redemptions in and out of the Fund.

The Board of Directors, as safeguard of the fair treatment of all investors, may take necessary measures to ensure that (i) the exposure of the Fund to Market Timing activities is adequately assessed on an ongoing basis, and (ii) sufficient procedures and controls are implemented to minimise the risks of Market Timing in the Fund.

1. Issue of Shares

Initial offer details for new Sub-Funds are disclosed in the Section "*Sub-Funds details"* to this Prospectus.
Unless otherwise provided for a Sub-Fund in the Section "*Sub-Funds details"* and in Appendix I – Sub-Funds features to this Prospectus, subscriptions for Shares in each Sub-Fund can be made on any Bank Business Day. Applications for subscriptions will normally be satisfied, if accepted, on a Valuation Date, provided that the application is received by 12.00 p.m. (noon Luxembourg time) on the Bank Business Day preceding such Valuation Date. Applications notified after this deadline will be satisfied on the next following Valuation Date. The subscription price is payable within three Bank Business Days following the applicable Valuation date.

Applications for subscriptions must be sent in writing by fax, SWIFT or FTP to the Administrative, Registrar and Transfer Agent or with any other appointed agent (if sent by fax, SWIFT or FTP to be followed promptly by the original by post).

For each sub-fund, Shares are in dematerialised registered form only and may be dealt through clearing houses.

The Fund may issue fractional Shares (*thousandths*). In case fractional Shares are issued, a confirmation of subscription shall be issued.

Shares must be fully paid-up and are issued with no par value. There is no restriction with regard to the number of Shares which may be issued.

The inscription of the shareholder's name in the shareholders' register evidences his right to ownership of

such registered shares. The shareholders' register is kept at the registered office of the Administrative, Registrar and Transfer Agent.

Applications for subscription may, at the subscriber's choice, pertain to a number of Shares to be subscribed or to an amount denominated in the Denomination Currency of the relevant Share Class to be invested in the Fund. Only in this latter case, fractional Shares might be issued up to one thousandth of a Share.

The rights attached to the Shares are those provided for in the 1915 Law, unless superseded by the 2010 Law.

All Shares of the Fund have an equal voting right, whatever their value (except that portion of a Share that is a fractional Share), that is to say one share is entitled to one vote. Fractional Shares shall not be entitled to vote. The Shares of the Fund have an equal right to the liquidation proceeds of the Fund.

The countries where the Fund is distributed may decide to apply minimum subscription amounts as described in the local documents in force.

The minimal initial subscription in any Sub-Fund is specified in the Section "*Sub-Funds details"* to this Prospectus. The holding value in each Sub-Fund may only fall below such minimum as a result of a decrease of the net asset value per Share of the Sub-Fund concerned.

Shares shall be allotted at the net asset value per Share determined on the Valuation Date following the Bank Business Day on which the application has been accepted. A subscription fee expressed as a percentage of the net asset value per share may be charged to the investors by the appointed entities acting in relation to the distribution/marketing/placing of the Shares as described in the section "*Sub-Funds Details"*.

In certain countries, investors may be charged with additional amounts in connection with the duties and services of local paying agents, correspondent banks or similar entities.

Shares may be subscribed against contributions in kind considered acceptable by the Board of Directors on the basis of the investment policy of the relevant Sub-Fund and will be valued in an auditor's report as required by Luxembourg law. The relevant fees will be paid by the subscriber.

The Fund reserves the right to:

- accept or refuse any application in whole or in part and for any reason;
- repurchase, at any time, Shares held by persons not authorised to buy or own the Fund's Shares.

The Fund may also limit the distribution of Shares of a given Sub-Fund to specific countries.

The Fund has delegated to the Management Company the administration and marketing services in respect of all the sub-funds. Pursuant to such delegation, the Management Company or its delegates will monitor the prevention of anti-money laundering measures. Measures aimed at the prevention of money laundering may require an applicant for shares to certify its identity to the Management Company or its delegates. Depending on the circumstances of each application, verification may not be required where the applicant makes the payment from an account held in the applicant's name at a recognised financial institution, or the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to above is established within a country recognised by Luxembourg as having

equivalent anti-money laundering regulations. Thus, for the subscription to be valid and acceptable by the Fund, shareholders shall attach, at least, the following documents to the application forms, as well as any additional documents as requested from time to time by the Administrative, Registrar and Transfer Agent in compliance with the applicable laws and regulation in Luxembourg:

- if the investor is a *physical person*, a copy of one of his/her identification documents *(passport or ID card)*, or
- if the investor is a *legal entity*, a copy of its corporate documents *(such as the articles of incorporation, published balances, excerpt of the Trade Register, ...)* and the copies of the identification documents of its economic eligible parties *(passport or ID card).*

These documents shall be certified true copies of the originals by a public authority *(ex. notary, police, embassy, etc)* of the country of residency.

This requirement is mandatory, except if:

- the application form is sent through another professional of the financial sector established in a FATF State and that this professional has already ascertained the identity of the applicant in a manner equivalent to that required by Luxembourg law, and
- a delegation contract of the identification obligations has been signed between such professional and the Administrative, Registrar and Transfer Agent.

Shareholders are informed that their personal data or information given in the subscription documents or otherwise in connection with an application to subscribe for Shares, as well as details of their shareholding, will be stored in digital form and processed in compliance with the provisions of the Data Protection Law. In particular, such process of personal data or information implies that subscribing the Fund, Shareholders consent that their personal data or any information relating to them be disclosed (i) to any entity of the promoter's group and any affiliate, or (ii) to any authority in any country when required by law or regulation.

The Administrative, Registrar and Transfer Agent shall normally issue confirmations of shareholding to the holder of Shares. The inscription of the Shareholder's name in the register of Shareholders evidences his right of ownership of such registered Shares.

Confirmation of completed subscriptions will be mailed at the risk of the investor, to the address indicated in the subscription form within seven Bank Business Days following the issue of the Shares.

Issue of Shares of a given Sub-Fund shall be suspended whenever the determination of the net asset value per Share of such Sub-Fund is suspended by the Fund as provided for under Section 7. of "*General Information*".

2. Conversion of Shares

Subject to any suspension of the determination of the net asset values concerned and to compliance with any eligibility conditions, Shareholders have the right to convert all or part of the Shares they hold only between Share Classes of the same Sub-Fund by making a request in writing, by fax, SWIFT or FTP to the Administrative, Registrar and Transfer Agent indicating the number and the reference name of the Shares to be converted.

The conversion request must be received by 12.00 p.m. (noon Luxembourg time) on the Bank Business Days

preceding the applicable Valuation Date and must be accompanied, as the case may be, by a duly filled out transfer form, or by any document vouching for the transfer.

Requests received after this deadline will be satisfied on the next following Valuation Date.

A conversion towards a Sub-Fund or a Class of Shares reserved to institutional investors can only be required by investors qualified as such.

Shares will be cancelled and issued on the same day and the number of Shares issued upon conversion will be based upon the respective net asset values of the Shares of the Sub-Fund concerned dated as of the Valuation Date. A conversion fee expressed as a percentage of the net asset value may be charged to the investors by the appointed entities acting in relation to the distribution/marketing of the Shares as described in the section "*Sub-Funds Details"*.

In certain countries, investors may be charged with additional amounts in connection with the duties and services of local paying agents, correspondent banks or similar entities.

If the net asset values concerned are expressed in different currencies, the conversion will be calculated by using the exchange rate applicable on the relevant Valuation Date on which the conversion is to be effected.

Under the responsibility of the Board of Directors and with the approval of the Shareholders concerned, conversions may be effected in kind by transfer of a representative selection of the original Sub-Fund's holding in securities and cash pro rata to the number of Shares converted, to the receiving Sub-Fund having a compatible investment policy as certified by the auditor of the Fund.

Any expenses incurred in the transfers shall be borne by the Shareholders concerned.

The number of Shares allocated in the new Sub-Fund or Class shall be determined as follows:

$$\mathbf{A = \frac{(BxCxD)-F}{E}}$$

A number of Shares allotted in the new Class;
B number of Shares presented for conversion in the original Class;
C net asset value, on the applicable Valuation Date, of the Shares of the original Class, presented for conversion;
D (if any) exchange rate applicable on the day of the operation between the currencies of both Classes of Shares;
E net asset value on the applicable Valuation Date of the Shares allotted in the new Class;
F being a conversion fee (expressed as a percentage of the net asset value) payable to the various financial intermediaries concerned, payable from the original Sub-Fund;

In addition, if, as a result of a conversion, the value of a Shareholder's remaining holding in the original Sub-Fund would become less than the minimum holding referred to for each Class of Shares in the Section "*Sub-Funds details"* to this Prospectus, the relevant Shareholder will be deemed to have requested the conversion of all of his Shares.

3. Redemption of Shares

Any Shareholder may present to the Administrative, Registrar and Transfer Agent his Shares for redemption in part or whole on any Valuation Date.

Redemption requests received until 12.00 p.m. (noon Luxembourg time) the Bank Business Days preceding a Valuation Date (the "Cut-off time") will be executed at the net asset value per share determined on that Valuation Date. Redemption requests received after the Cut-off time will be executed on the following Valuation Date.
A redemption fee expressed as a percentage of the net asset value may be charged to the investors by the appointed entities acting in relation to the distribution/marketing of the Shares as described in the section "*Sub-Funds Details"*.

In certain countries, investors may be charged with additional amounts in connection with the duties and services of local paying agents, correspondent banks or similar entities.

Redemption payments will be made in the Reference Currency of the relevant Sub-Fund or the Denomination Currency of the Share Class at the latest on the third Bank Business Day following the applicable Valuation Date.

Under the responsibility of the Board of Directors and with the approval of the Shareholders concerned redemptions may be effected in kind. Shareholders are free to refuse the redemption in kind and to insist upon cash redemption payment in the Reference Currency of the Sub-Fund or the Denomination Currency of the Share Class. Where Shareholders agree to accept a redemption in kind they will, to the extent possible, receive a representative selection of the Sub-Fund's holding in securities and cash pro rata to the number of Shares redeemed. The value of the redemption in kind will be certified by an auditor's certificate drawn up in accordance with the requirements of Luxembourg law. Any expenses incurred for redemptions in kind shall be borne by the Shareholders concerned.

If, as a result of a redemption, the value of a Shareholder's holding in a Sub-Fund would become less than the minimum holding referred to for each Class of Shares in the Section "*Sub-Funds details"* to this Prospectus, the relevant Shareholder will be deemed (if so decided from time to time by the Board of Directors) to have requested redemption of all of his Shares. Also, the Board of Directors may, at any time, decide to compulsorily redeem all Shares from Shareholders whose holding in a Sub-Fund is less than the minimum holding referred to above. In case of such compulsory redemption, the Shareholder concerned will receive a one-month prior notice so as to be able to increase his holding above the minimum holding at the applicable net asset value.

Where redemption requests received for one Sub-Fund on any Valuation Date exceed 10% of the net assets thereof, the Board of Directors may decide to:

(i) Either totally or partially defer such redemption request until the next Valuation Date. On the next Valuation Date, or Valuation Dates until completion of the redemption requests received in excess of the 10% of the net assets, deferred redemption requests will be dealt in priority to any redemption requests received later on, as the case may be;
(ii) Or delay the date of the payment of such redemption request until the closest next Bank Business Day on which liquidity has been made available.

In normal circumstances the Board of Directors will maintain adequate level of liquid assets in order to meet redemption requests.

Redemption of Shares of a given Sub-Fund shall be suspended whenever the determination of the net asset value per Share of such Sub-Fund is suspended by the Fund as provided for under Section 7. of "*General Information*".

A Shareholder may not withdraw his request for redemption of Shares of any one Sub-Fund except in the event of a suspension of the determination of the net asset value of the Shares of such Sub-Fund and, in such event, a withdrawal will be effective only if written notification is received by the Administrative, Registrar and Transfer Agent before the termination of the period of suspension. If the request is not withdrawn, the Fund shall proceed to redemption on the first applicable Valuation Date following the end of the suspension of the determination of the net asset value of the Shares of the relevant Sub-Fund.

The redemption price for Shares of the Fund may be higher or lower than the purchase price paid by the Shareholder at the time of subscription due to the appreciation or depreciation of the net assets.

MANAGEMENT AND FUND CHARGES

The Management Company will receive from the Fund a **Management Company Fee** for each Sub-Fund as described in the Section "*Sub-Funds details"* and in Appendix II – Fees to this Prospectus. The Management Company Fees are payable monthly and are calculated on the average net assets of each Sub-Fund for the relevant month unless otherwise stipulated in the Section "*Sub-Funds details*» and in Appendix I – *Sub-Fund features*.

The Management Company will also receive a **domiciliation fee** of EUR 5'000 per annum for the Fund and additional EUR 1'000 per Sub-Fund.

The Management Company will also receive from the Fund a **Management Fee** as disclosed in the Appendix II – Fees. Out of the Management Fee, the Management Company will remunerate the Fund's distributors, any other financial intermediaries involved in the distribution, placement and marketing of the Shares and, as the case may be, the Investment Manager(s) and the Investment Advisor(s), if applicable, unless otherwise described in the Appendix II of the prospectus.
In addition, for some Sub-Funds, the Management Company is entitled to receive a **Performance Fee** as described in the Section "*Sub-Funds details"* and in Appendix II – Fees. Such Performance Fee, as the case may be, shall be paid to the Investment Manager(s) by the Management Company.

The Depositary will receive from the Fund a **Depositary Fee** equal to (i) a variable amount as described in the Section "*Sub-Funds details"* and in Appendix II – Fees, payable quarterly and based on the average net assets of each Sub-Fund, and (ii) an additional fixed amount up to EUR 295 maximum per sub-fund per month for the identification and reconciliation of all cash flow movements on external cash accounts.
Such Depositary Fee does not include sub-custody fees, transaction fees, brokerage fees, commissions charged by banks, brokers and prime brokers and other customary fees arising from transactions relating to securities and investment instruments in the Fund portfolio. The amounts effectively paid will be charged separately and disclosed in the Fund's financial reports.

An **Administration Fee** (such fee includes net asset value calculation and transfer agent fees but may exclude any additional administrative extra work, etc.) will be paid to the Administrative, Registrar and Transfer Agent by the Fund, as disclosed in the Section "*Sub-Funds details"* and in Appendix II – Fees.

The Management Company is entitled to debit the Fund's account for marketing expenses, web-site development, legal and distribution support or other services requested by the Fund, as further disclosed in the Management Company Services Agreement.

For every transaction, the Management Company, so long as performing middle office services, will invoice the Fund a monthly **Pre-Matching** and **Middle Office Fees** amounting to EUR 300 per month per Sub-Fund and EUR 10 per trade.

Investors must be aware of the fact that the Performance Fee is based on the realised and unrealised profits. It should therefore be understood that some elements which are taken into account in the calculation of the Performance Fee may not be definite at the time of such calculation as the unrealised profits may represent a large portion of the profit taken into account in the calculation of the Performance Fee.

The Fund shall pay out of the assets attributable to each Class of each Sub-Fund, all expenses payable by the Sub-Fund, which shall include but not be limited to the cost of buying and selling portfolio securities, governmental fees, taxes, the remuneration of the Board of Directors (if any) including their insurance cover and reasonable travelling costs and out of pocket expense in connection with board meetings, legal and auditing fees, publishing and printing expenses, the cost of preparing the explanatory memoranda, financial reports and other documents for the Shareholders, postage and telephone. The Fund also pays advertising expenses and the costs of the preparation of this Prospectus and any other registration fees. In addition, the Fund shall bear all expenses connected to the authorisation of the Fund, regulatory compliance obligations and reporting requirements of the Fund (such as administrative fees, filing fees, insurance costs and other types of fees and expenses incurred by the implementation and compliance with regulatory requirements).
All expenses are taken into account in the determination of the net asset value of the Shares of each Sub-Fund.

The Management Company, the Investment Manager, the Depositary, the Administrative, Registrar and Transfer Agent and their appointees are entitled to recover reasonable out-of-pocket expenses incurred in the performance of their duties for the Fund out of the assets of the Fund.

All recurring expenses will be charged first to the Fund's income, then to realised capital gains, then to the Fund's assets.

Fees and expenses set forth under section headed "*Management and Fund charges*" shall be deemed to exclude VAT. Where applicable, VAT may additionally be charged.

The organisation expenses of the Fund shall be amortised over the first 5 (five) accounting years. These expenses will be divided in equal parts between the Sub-Funds in existence, six months after the end of the initial offering period. In case where further Sub-Funds are created in the future, these Sub-Funds will bear their own formation expenses which may be amortised over 5 (five) accounting years.

The assets, liabilities, expenses and fees not allocated to a sub-fund, category or class shall be apportioned to the various sub-funds, categories, or classes in equal parts or, subject to the amounts involved justifying this, proportionally to their respective net assets.

TAXATION

1. Taxation of the Fund

In accordance with the law in force and current practice, the Fund is not liable to any Luxembourg tax on income and capital gains.

However, the Fund is subject to an annual tax in Luxembourg corresponding to 0.05% of the value of the net assets. This tax is payable quarterly on the basis of the Fund's net assets calculated at the end of the relevant quarter. The rate of this tax may be reduced to 0.01% of the value of the net assets for Sub-Funds or Classes of Shares reserved to institutional investors. To the extent that the assets of the Fund are invested in investment funds established in Luxembourg, no such tax is payable.

No tax is payable in Luxembourg on realised or unrealised capital appreciation of the assets of the Fund. Although the Fund's realised capital gains, whether short- or long-term, are not expected to become taxable in another country, the Shareholders must be aware and recognise that such a possibility, though quite remote, is not totally excluded. The regular income of the Fund from some of its securities as well as interest earned on cash deposits in certain countries may be liable to withholding taxes at varying rates, which normally cannot be recovered.

2. 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 EU Tax Considerations 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 capital.

The provisions above are based on the law and practices currently in force and may be amended.

3. European Union Tax Considerations

The law passed by parliament on 21st June 2005 (the "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 EU will be required to provide the tax authorities of another EU 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. Austria and Luxembourg have opted instead for a tax withholding system for a transitional period in relation to such payments. Switzerland, Monaco, Liechtenstein, Andorra and San Marino and the Channel Islands, the Isle of Man and the dependent or associated territories in the Caribbean, have also introduced measures equivalent to information reporting or, during the above transitional period, withholding tax.
Dividends, if any, distributed by a Sub-Fund of the Fund will be subject to the Savings Directive and the Law if more than 15% of the relevant Sub-Fund's assets are invested in debt claims (as defined in the Law) and proceeds realised by Shareholders on the disposal of Shares will be subject to the Savings Directive and

the Law if more than 25% of the relevant Sub-Fund's assets are invested in debt claims.

On 25th 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 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 1st 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, the Law and Exchange of Information 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.

4. FATCA

a) General Rules and Legal background

FATCA is part of the U.S. Hiring Incentives to Restore Employment Act. It is designed to prevent U.S. tax payers from avoiding U.S. 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 UCITS.

According to the FATCA Rules, FFIs, unless they can rely under ad-hoc lighter or exempted regimes, need to report to the IRS certain holdings by/ and payments made to a/ certain U.S. investors b/ certain U.S. 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 28th March 2014, the Luxembourg and U.S. 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 24th July 2015 transposing the Luxembourg-US IGA was promulgated, and published on 29th July 2015.

b) Other parties

Additional intergovernmental agreements similar to the IGA have been entered into or are under discussion by other jurisdictions with the U.S. Investors holding investments via distributors or depositaries that are not in Luxembourg or in another IGA country should check with such distributors or depositaries as to the distributor's or depositary's intention to comply with FATCA. Additional information may be required by

the Fund, depositaries 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 adviser regarding the application of FATCA to their particular circumstances.

c) FATCA Status

The Board of Directors have resolved to elect the Fund for the "Restricted Fund" FATCA status, which prohibits certain US persons from its shareholding. The Fund will hence qualify as "Non-Reporting/Deemed-compliant FFI" under the terms of the Model I IGA and shall solely distribute through FATCA compliant entities.

As a consequence, the Fund will not need neither to register with IRS nor to obtain a Global Intermediary Identification Number ("GIIN").

In light of the foregoing, it is the current policy of the Fund to exclude ownership of Classes by any US Person, as well as any other person (regardless of citizenship or residency) whose ownership would result in a FATCA related reporting or withholding obligation for the Fund (including, for the avoidance of doubt, any obligation of the Fund to report information regarding such ownership to a non-US jurisdiction pursuant to an applicable IGA and related laws enacted by such non-US jurisdiction).

For the reasons outlined above, the Fund's Classes may be either:

(i) distributed by an independent and FATCA compliant nominee of investors (i.e. a "reporting FFI" and "non-reporting FFI" under the Model I IGA, a "Participating FFI", "registered deemed compliant FFI", "non-registering local bank" or "restricted distributor", acting as a nominee, pursuant to an contractual arrangements), or

(ii) subscribed by investors directly, or indirectly by a distributor (acting only as an intermediary and not as a nominee), with the exception of :

a. "Specified U.S. Persons" (as defined under the Model I IGA Article 1.1. (ff)),
b. "Non-Participating FFIs" (as defined under the Model I IGA Article 1. (r)), or
c. "Passive Non-Financial Foreign Financial Entity" with one or more substantial U.S. owners (as defined under the Model I IGA Article VI. 3.).

Shareholders should moreover note that under the FATCA legislation, the definition of "Specified US Persons" will include a wider range of investors than the current Securities Act related US Person definition. The Board of Directors may therefore resolve, once further clarity about the implementation of the Luxembourg IGA becomes available, that it is in the interests of the Fund to widen the type of investors prohibited from further investing in the Sub-funds and to make proposals regarding existing investor holdings in connection therewith.

Additional information may be required by the Fund, depositaries or distributors from certain investors in order to comply with their obligations under FATCA or under an applicable IGA. Persons wishing to acquire the Fund's Classes must confirm in writing that they meet the requirements set forth in the paragraphs above.

The Fund will endeavor to satisfy any obligations imposed on it by the applicable requirements to avoid the imposition of any withholding tax under FATCA or applicable penalties.

In the event the Fund is required either to pay a withholding tax, or is forced to comply with reporting duties, or if it suffers any other damages, due to a shareholder's non-compliance/recalcitrance under FATCA, the Fund reserves the right to claim damages from such shareholder, without prejudice to any other rights. The Fund will, at all times, act in good faith and on reasonable grounds.

As part of its reporting obligations, the Fund and/or the Management Company (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 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.

5. Common Reporting Standard considerations

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 i6.n countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the asset's holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis. Shareholders information 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 Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the **Euro-CRS Directive**) has been adopted on 9th December 2014 in order to implement the CRS among the EU Member States. Under the Euro-CRS Directive, the first AEOI must be applied by 30th September 2017 within the limit of the EU 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 18th December 2015 relating to the automatic exchange of information in tax matters (the 2015 Tax Law) has been published in the Official Journal on 24th December 2015. The 2015 Tax Law transposes Euro-CRS Directive and entered into force on 1st January 2016.

Under the 2015 Tax Law, the first exchange of information is expected to be applied by 30th September 2017 for information related to the year 2016. Accordingly, the Fund may be required 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 EU 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.

The Fund qualifies as a reporting financial institution subject to CRS.

As part of its reporting obligations, the Fund and/or the Management Company (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 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 CRS or other applicable law or regulation.

GENERAL INFORMATION

1. Organisation

The Fund is an investment company organised as a *société anonyme* under the laws of the Grand-Duchy of Luxembourg and qualifies as a s*ociété d'investissement à capital variable* (SICAV) in accordance with Part I of the 2010 Law. The Fund has been incorporated in Luxembourg on 25th September 2012 for an unlimited period with an initial share capital of EUR 31'000. Its Articles of Incorporation were published in the *Recueil Electronique des Sociétés et Associations* (formerly Mémorial C.) *Recueil des associations* number 2514 on 10th October 2012. The Articles of Incorporation have been amended for the last time on 16th March 2017 and published in the *Recueil Electronique des Sociétés et Associations* on 27th March 2017. The Fund is registered with the Luxembourg Trade and Companies Register under number B 171733.

2. The Shares

The Shares in each Sub-Fund are freely transferable and are each entitled to participate equally in the profits and liquidation proceeds attributable to each Sub-Fund concerned. The rules governing such allocation are set forth under section 5. "*Allocation of Assets and Liabilities among the Sub-Funds*" thereafter. The Shares, which are of no par value and which must be fully paid upon issue, carry no preferential or pre-emptive rights and each one is entitled to one vote at all meetings of Shareholders. Shares redeemed by the Fund become null and void.

The Fund may restrict or prevent the ownership of its Shares by any person, firm or corporation, if such ownership is such that it may be against the interests of the Fund or of the majority of its Shareholders. Where it appears to the Fund that a person who is precluded from holding Shares, either alone or in conjunction with any other person, is a beneficial owner of Shares, the Fund may proceed to compulsory redemption of all Shares so owned.

3. Meetings

The annual general meeting of Shareholders will be held within four months following the financial year end, in accordance with any applicable Luxembourg Law. Convening notices of all, ordinary and extraordinary, general meetings will be addressed to the shareholders at least eight days before the meeting by registered letters, and published in any newspaper as deemed necessary by the Board, or required by any applicable law.
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 1915 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.

4. Reports and Accounts

Every year, the Fund publishes a detailed audited report on its activities and the management of its assets, including the balance sheet and consolidated profit and loss accounts and the report of the independent auditor, as well as with a semi-annual report.

Furthermore, at the end of each half-year, it shall establish a report including *inter alia*, the composition of the portfolio, the number of shares outstanding and the number of shares issued and redeemed since the last publication.

The reports shall be made available at the registered offices of the Fund and the Depositary during ordinary office hours and if required they may be sent to registered Shareholders. The Fund's accounting year ends on 31st December of each year.

The Accounting Currency of the Fund is the Euro ("EUR"). The aforesaid reports will comprise consolidated accounts of the Fund expressed in EUR as well as individual information on each Sub-Fund expressed in the Reference Currency of each Sub-Fund.

5. Allocation of assets and liabilities among the Sub-Funds

For the purpose of allocating the assets and liabilities between the Sub-Funds, the Board of Directors has established a pool of assets for each Sub-Fund in the following manner:

(a) the proceeds from the issue of each Share of each Sub-Fund are to be applied in the books of the Fund to the pool of assets established for that Sub-Fund and the assets and liabilities and income and expenditure attributable thereto are applied to such pool subject to the provisions set forth hereafter;

(b) where any asset is derived from another asset, such derivative asset is applied in the books of the Fund to the same pool as the asset from which it was derived and on each revaluation of an asset, the increase or diminution in value is applied to the relevant pool;

(c) where the Fund incurs a liability which relates to any asset of a particular pool or to any action taken in connection with an asset of a particular pool, such liability is allocated to the relevant pool;

(d) in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular pool, such asset or liability is allocated to all the pools in equal parts or, if the amounts so justify, pro rata to the net asset values of the relevant Sub-Funds;

(e) upon the payment of dividends to the holders of Shares in any Sub-Fund, the net asset value of such Sub-Fund shall be reduced by the amount of such dividends.

If there have been created within each Sub-Fund different classes of Shares, the rules shall mutatis mutandis apply for the allocation of assets and liabilities amongst Classes.

6. Determination of the Net Asset Value of Shares

Unless otherwise disclosed in the Section "*Sub-Funds details"* and in Appendix I – Sub-Funds features to this Prospectus, the net asset value of the Shares of each Sub-Fund is determined every day in its Reference

Currency. It shall be determined by dividing the net assets attributable to each Sub-Fund by the number of Shares of such Sub-Fund then outstanding. 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.

The value of the assets of the Fund shall be determined as follows:

(a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the Fund may consider appropriate in such case to reflect the true value thereof;

(b) the value of securities and/or financial derivative instruments which are quoted or dealt in on any stock exchange shall be based on the last available prices at the Valuation Date and, if appropriate, on the average price on the stock exchange which is normally the principal market of such securities and/or financial derivative instruments, and each security and/or financial derivative instrument traded on any other regulated market shall be valued in a manner as similar as possible to that provided for quoted securities and/or financial derivative instruments;

(c) for non-quoted securities or securities not traded or dealt in on any stock exchange or other regulated market, as well as quoted or non-quoted securities on such other market for which no valuation price is available, or securities for which the quoted prices are not representative of the fair market value, the value thereof shall be determined prudently and in good faith on the basis of foreseeable sales prices;

(d) Shares or units in open-ended investment funds shall be valued at their last available calculated net asset value;

(e) liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis as determined by the Board of Directors. All other assets, where practice allows, may be valued in the same manner;

(f) the financial derivative instruments which are not listed on any official stock exchange or traded on any other organised market will be valued in accordance with market practice;

(g) swaps are valued at their fair value based on the underlying securities.

The Fund is authorized to apply other adequate valuation principles for the assets of the Fund and/or the assets of a given Sub-Fund if the aforesaid valuation methods appear impossible or inappropriate due to extraordinary circumstances or events.

If the Board of Directors considers that the net asset value calculated on a given Valuation Date is not representative of the true value of the Fund's Shares, or if, since the calculation of the net asset value, there have been significant fluctuations on the stock exchanges concerned, the Board of Directors may decide to actualise the net asset value on that same day. In these circumstances, all subscription, redemption and conversion requests received for that day will be handled on the basis of the actualised net asset value with care and good faith.

The value of assets denominated in a currency other than the Reference Currency of a Sub-Fund shall be determined by taking into account the previous day closing rate of exchange.

The net asset value per Share of each Class in a Sub-Fund and the issue and redemption prices thereof are available at the registered office of the Fund.

7. Temporary Suspension of Issues, Redemptions and Conversions

The determination of the net asset value of Shares of one or several Sub-Funds may be suspended during:

(a) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the concerned Sub-Fund is quoted or dealt in, is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or

(b) the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets of the concerned Sub-Fund would be impracticable; or

(c) any breakdown in the means of communication or computation normally employed in determining the price or value of the assets of the concerned Sub-Fund or the current prices or values of such assets on any market or stock exchange; or

(d) any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot in the opinion of the Board of Directors be effected at normal rates of exchange; or

(e) as soon as the decision to liquidate one or more Sub-Funds is taken or in case of the Fund's dissolution.

(f) during any period when any Sub-Fund of the Fund is a feeder of a master UCITS which is itself entitled to suspend the Net Asset Value, the redemption or subscription of its shares, whether at its own initiative or at the request of its competent authorities; the determination of the Net Asset Value of shares and the issue, redemption and conversion of shares shall be suspended within the same period of time as the master UCITS; or

(g) if, in exceptional circumstances, the Board of Directors determines that suspension of the determination of Net Asset Value is in the best interest of Shareholders (or shareholders in that sub-fund as appropriate).

Any such suspension shall be publicized, if appropriate, by the Fund and shall be notified to Shareholders requesting purchase of their Shares by the Fund at the time of the filing of the written request for such purchase as specified under section "*Issue, Redemption and Conversion of Shares*".

Such suspension as to any Sub-Fund/Class of Shares shall have no effect on the calculation of the Net Asset Value, the issue, redemption and conversion of the Shares of any other Sub-Fund/Class of Shares.

The Board of Directors has the power to suspend the issue, redemption and conversion of Shares in one or

several Sub-Funds for any period during which the determination of the net asset value per Share of the concerned Sub-Fund(s) is suspended by the Fund by virtue of the powers described above. Any subscription/ redemption/conversion request made or in abeyance during such a suspension period may be withdrawn by written notice to be received by the Administrative, Registrar and Transfer Agent before the end of such suspension period. Should such withdrawal not be effected, the Shares in question shall be subscribed/redeemed/converted on the first Valuation Date following the termination of the suspension period. In the event of such period being extended, notice may be published in newspapers in the countries where the Fund's Shares are publicly sold. Investors who have requested the subscription, redemption or conversion of Shares shall be informed of such suspension when such request is made.

8. Merger or Liquidation of Sub-Funds

A Sub-Fund or Class may be dissolved by compulsory redemption of Shares of the Sub-Fund or Class concerned, upon:

a) a decision of the Board of Directors if the net assets of the Sub-Fund or Class concerned have decreased below Euro 1'000'000 or the equivalent in another currency during a period of at least 6 months, or if the net assets of the Sub-Fund or Class concerned have decreased below such an amount considered by the Board of Directors as the minimum level under which such Sub-Fund or Class may no longer operates in an economically efficient way, or if a change in the economic or political situation relating to the Sub-Fund or Class would justify the liquidation of such Sub-Fund or Class, or if it is required by the interests of the Shareholders concerned; or

b) the decision of a meeting of holders of Shares of the relevant Sub-Fund or Class. There shall be no quorum requirement and decisions may be taken by a simple majority of the Shares of the Sub-Fund or Class concerned.

In such event the Shareholders concerned will be advised and the net asset value of the Shares of the relevant Sub-Fund or Class shall be paid on the date of the compulsory redemption. The relevant meeting may also decide that assets attributable to the Sub-Fund or Class concerned will be distributed on a *prorata* basis to the holders of Shares of the relevant Sub-Fund or Class which have expressed the wish to receive such assets in kind.

A meeting of holders of Shares of a Sub-Fund or Class may decide to amalgamate such Sub-Fund or Class with another existing Sub-Fund or Class or to contribute the assets (and liabilities) of the Sub-Fund or Class to another undertaking for collective investment against issue of Shares of such undertaking for collective investments to be distributed to the holders of Shares of such Sub-Fund or Class. If such amalgamation or contribution is required by the interests of the Shareholders concerned, it may be decided by the Board of Directors.
However, for any merger where the merging fund would cease to exist, the merger must be decided by a meeting of shareholders of the merging fund deciding in accordance with the quorum and majority requirements provided by law.

Should the Fund cease to exist following a merger, the effective date of the merger must be recorded by notarial deed.

Insofar as a merger requires the approval of shareholders pursuant to the provisions above, only the approval of the shareholders of the sub-fund concerned shall be required.

Any merger is subject to prior authorisation by the CSSF which shall be provided with specific information as described in the Law, and, in particular, with the common draft terms of the proposed merger duly approved by the merging fund and the receiving fund.

The common draft terms of the proposed merger shall set out particulars precisely listed in the Law including but not limited to:

a) an identification of the type of merger and of the funds involved,
b) the background to and the rationale for the proposed merger,
c) the expected impact of the proposed merger on the shareholders of both the merging and the receiving fund,
d) the criteria adopted for valuation of the assets and, where applicable, the liabilities on the date for calculating the exchange ratio,
e) the calculation method of the exchange ratio,
f) the planned effective date of the merger,
g) the rules applicable to the transfer of assets and the exchange of shares, respectively, and
h) as the case may be, the Instruments of Incorporation of the newly constituted receiving fund.

The depositaries of the merging and the receiving funds, insofar as they are established in Luxembourg, must verify the conformity of the particulars with the requirements of the Law.

The merging fund established in Luxembourg shall entrust either an approved statutory auditor or, as the case may be, and independent auditor.

A copy of the reports of the approved statutory auditor or, as the case may be, the independent auditor shall be made available on request and free of charge to the shareholders of both the merging and the receiving fund and to their competent authorities.

Shareholders of the merging and the receiving fund shall be provided with appropriate and accurate information on the proposed merger so as to be able to make an informed judgment of the impact of the merger on their investment.

This information shall be provided at least thirty days before the last date for requesting redemption or, as the case may be, conversion without any charge other than those retained by the fund to meet disinvestment costs.

The shareholders right to request redemption or, as the case may be, conversion of their shares shall become effective from the moment that the shareholders of the merging fund and those of the receiving fund have been informed of the proposed merger in accordance with the above paragraph and shall cease to exist five working days before the date for calculating the exchange ratio.

Once this period elapses, the decision to merge becomes binding on all shareholders who have not yet availed themselves of the above-mentioned facility.

Where funds have designated a management company, legal, advisory or administrative costs associated with the preparation of the merger shall not be charged to the merging or receiving fund, or to any of their shareholders.

Further details on cross-border as well as domestic sub-funds mergers are disclosed in Chapter 8 of the 2010 Law.

If following a compulsory redemption of all Shares of one or more Sub-Funds or Classes payment of the redemption proceeds cannot be made to a former Shareholder, then the amount in question shall be deposited with the *Caisse de Consignations* at the time of the close of the liquidation for the benefit of the person(s) entitled thereto until the expiry of the period of limitation. The close of liquidation of one or more Sub-Funds or Classes shall also take place within nine months from the Board of Directors' decision to liquidate the Sub-Funds or Classes.

In case it would not be possible to meet such deadlines, an authorisation shall be requested from the CSSF in order to extend it.

In the event that the Board of Directors determines that it is required by the interests of the Shareholders of the relevant Sub-Fund or that a change in the economical or political situation relating to the Sub-Fund concerned has occurred which would justify it, the reorganisation of one Sub-Fund, by means of a division into two or more Sub-Funds, may be decided by the Board of Directors. Such decision will be published in the same manner as described above and, in addition, the publication will contain information in relation to the two or more new Sub-Funds. Such publication will be made within one month before the date on which the reorganisation becomes effective in order to enable the Shareholders to request redemption of their Shares, free of charge before the operation involving division into two or more Sub-Funds becomes effective.

9. Liquidation of the Fund

The Fund is incorporated for an unlimited period and liquidation shall normally be decided upon by an extraordinary general meeting of Shareholders. Such a meeting must be convened by the Board of Directors within 40 days if the net assets of the Fund become less than two thirds of the minimum capital required by law. The meeting, for which no quorum shall be required, shall decide on the dissolution by a simple majority of Shares represented at the meeting. If the net assets fall below one fourth of the minimum capital, the dissolution may be resolved by Shareholders holding one fourth of the Shares at the meeting.

Should the Fund be liquidated, such liquidation shall be carried out in accordance with the provisions of the 2010 Law which specifies the steps to be taken to enable Shareholders to participate in the liquidation distributions and in this connection provides for deposit in escrow at the *Caisse de Consignation* in Luxembourg of any such amounts which it has not been possible to distribute to the Shareholders at the close of liquidation. Amounts not claimed within the prescribed period are liable to be forfeited in accordance with the provisions of Luxembourg law. The net liquidation proceeds of each Sub-Fund shall be distributed to the Shareholders of the relevant Sub-Fund in proportion to their respective holdings.

The close of liquidation of the Fund and the deposit of the liquidation residue with the *Caisse de Consignations* in Luxembourg shall take place within 9 (nine) months from the Board of Directors' decision to liquidate the Fund. In case it would not be possible to meet such deadline, an authorisation shall be requested from the CSSF in order to extend it.

10. Material Contracts

The following material contracts have been entered into:

(a) A Fund Management Agreement entered into between the Fund and Casa4Funds SA pursuant to which the latter acts as the Management Company of the Fund. This Agreement is entered into for an unlimited period and may be terminated by the Management Company upon three months' written notice and by the Fund upon six months' written notice.

(b) A Depositary Agreement entered into between the Fund, the Management Company and Banque et Caisse d'Epargne de l'Etat, Luxembourg, pursuant to which the latter was appointed Depositary. The Depositary Agreement is entered into for an unlimited period and may be terminated by either party upon three months' written notice.

(c) An Administrative, Registrar and Transfer Agent Agreement entered into between the Fund, the Management Company and the Administrative, Registrar and Transfer Agent pursuant to which the latter acts as Administrative, Registrar and Transfer Agent of the Fund.

(d) A Domiciliary Agreement entered into between the Fund and the Management Company pursuant to which the latter acts as the Domiciliary Agent of the Fund.

(e) An Investment Management Agreement t entered into between the Management Company, the Fund and Octogone Europe S.A. pursuant to which the latter acts as Investment Manager for all Sub-Funds.

11. Documents

Copies of the contracts mentioned above are available for inspection, and copies of the Articles of Incorporation of the Fund, the current Prospectus, the Key investor information document for the Sub-Funds and the latest financial reports may be obtained free of charge during normal office hours at the registered office of the Fund in Luxembourg.

12. Official Language

The original version of this Prospectus and of the Articles of Incorporation is in English. However, the Board of Directors may consider that these documents must be translated into the languages of the countries in which the Shares are offered and sold. In case of any discrepancies between the English text and any other language into which the Prospectus and the Articles of Incorporation are translated, the English text will prevail.

13. Informing shareholders

The Fund shall make public the NAV price of its shares each time the Fund, respectively its sub-funds; issue their shares, and at least twice a month.

In addition, information on changes to the Fund shall be published on the Management Company website : www.casa4funds.com and may be published in a Luxemburg newspaper, and in any other newspapers deemed appropriate by the Board of Directors, in countries in which the Fund publicly markets its shares.

SUB-FUNDS DETAILS

1. fLAB CORE

Information contained herein should be read in conjunction with the text in the main part of the Prospectus.

1. Investment Objective and Policy

The Sub-Fund aims to provide long-term capital growth through a global, flexible and dynamic balanced portfolio. The portfolio management is based on a strategically guided asset allocation model designed to identify the primary trends and relative risks among the three traditional asset classes: Equities, bonds and cash. By combining multiple indicators, the model generates a summary strategic allocation between these three asset classes. The investments in the Sub-Fund are subject to market fluctuations and to risks inherent to all portfolio investments; accordingly, no warranty can be given that the investment objective will be achieved.

To achieve its investment objective, and under normal conditions, the Sub-Fund will be mainly invested in the following assets categories without any geographical restriction nor currency restriction:

Units/shares of UCITS, other UCIs and/or ETFs as per the meaning of and pursuant to limits set by articles 41 (1) and 46 of the 2010 Law provided that the management fee applying to the Target Funds shall not exceed 3% (three percent).

The Sub-Fund may secondarily invest in:

- Debt securities with at least 80% between prime and lower medium grade at the time of purchase (rating AAA to BBB- by Standard & Poors or Aaa to Baa3 by Moody's, or its equivalent), including but not limited to fixed or floating rates bonds, convertible bonds, zero-coupons, government and treasury bonds, money market instruments without limits of duration, issuer, country and currency, and in Additional Tier 1 (AT1) and or Tier 2 (T2) with low trigger (5%) or high triggers (7%) and loss absorption with conversion into equity or writeoff (temporary or complete) CoCos, up to 15% maximum of its net asset and incur the specific risks associated with CoCos as further disclosed in the section "*Risk Factors"* of this Prospectus, and, or;
- Cash accounts and term deposits, and, or;
- ETCs, and, or;
- Equity securities and equity linked instruments.

To comply with the investment policy, the Sub-Fund may use financial derivative instruments, dealt in on a regulated market or not, subject to the provisions of the Section "*Investment and Borrowing Restrictions*", for the purposes of hedging currency risks, interest rate risk and market risk and for efficient portfolio management, therefore including investment purposes, to meet the sub-fund's investment objective.

Financial derivative instruments used by the Sub-Fund may include, but are not limited to, futures, options, contracts for difference, forward contracts on financial instruments or financial indices and options on such contracts, credit linked instruments, swap contracts and other fixed income, currency and credit derivatives dealt on a regulated market or OTC ("Over the counter").

The Sub-Fund may also invest in structured products, generally taking the form of certificates, notes or bonds, with different underlyings.

The Sub-Fund will not directly invest in asset-backed securities ("ABS") or mortgage-backed securities ("MBS"), indirect exposure may occur from the investment in the eligible Target Funds.

The Sub-Fund may have recourse to neither SFTs, nor TRS.

2. Reference Currency

EUR

3. Available Classes of Shares

As further detailed in the Appendix I – *Sub-Funds Features*.

4. Subscription and Redemption Fees

Applicable for all Share Classes
Subscription fee: None
Redemption fee: None
Conversion fee: None

The annual Performance Fee of each Share Class will be calculated as described hereafter.
As long as the NAV before Performance Fee is higher than the High Watermark[1] ("HWM"), the Performance Fee will amount to 5% of the return for Class A and CL Shares, 10% for Class B Shares and 7.5% for Classes C, H and K Shares.

If the NAV at the end of the reference period (Fiscal year) does not exceed the HWM (NAV at launch or the last NAV at fiscal year-end when a Performance Fee was due), there won't be any Performance Fee to pay and the reference period will be extended.

On each Valuation Day, an accrual of Performance Fee is made when appropriate.

The Performance Fee will be calculated taking into account movements on the capital and applying the Crystallization Principle[2] so that the Performance Fee is calculated on the basis of the Net Asset Value after

[1] **High Water Mark**: With respect to each Share Class of the sub-fund shall mean the Net Asset Value of the relevant Share Class as of the end of the most recent reference period (fiscal year) for which a Performance Fee was paid or payable to the Management Company, or if no Performance Fee has been paid since the inception, then the initial Net Asset Value of such share class of the sub-fund

[2] **Crystallization Principle**: Any accrued positive Performance Fee will be crystallized. When there are redemptions at the Fund level the proportion of the accrued fee applicable to the redemption will be crystallized, i.e. become payable 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.

deduction of all expenses, liabilities, and Management Fees (but not Performance Fee), and is adjusted to take account of all subscriptions and redemptions. 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 paid at the end of the period even if provision for Performance Fees is no longer made at that date.

The Performance Fee, if any, will be paid after the end of each fiscal year (within 1 month) on the value of Net Asset Value according to the calculation performed for the last Net Asset Value of the reference period.

Each investor should be aware that the Performance Fee is calculated on the performance of the specific Share Class, which may differ from the performance of their position, especially when the dates of their subscriptions and redemptions are different from the reference dates the Performance Fee is calculated on (fiscal year end).

6. Profile of Typical Investor

The Sub-Fund is suitable for investors seeking long-term growth through capital appreciation in a changing and dynamic environment. It is also suitable for investors wishing to diversify their investment portfolios and who understand and are comfortable with the risks of investing following a strategically guided asset allocation, mainly using the three traditional asset classes (fixed income, equity and cash). Investments of the Sub-Fund are subject to market fluctuations that may cause investors to recover less than the amounts invested.

7. Risk Profile

The risks pertaining to an investment in the Sub-Fund are: market risks, interest rate risks, credit risk, currency risks, and potential risks associated with investing in Cocos, as further described in the section "*Risk Factors*". The value of investments and income from such investments can go down as well as up and investors may not get back the full amount invested.

Style Risk: Since the Sub-Fund is not limited to investing in stocks all the time, the Sub-Fund may own significant non-equity instruments in a rising stock market, thereby producing smaller gains than a fund invested solely in stocks. A substantial cash position can impact the Sub-Fund's performance in certain market conditions.

The Sub-Fund's performance may be adversely affected by variations in the relative strength of individual world currencies or if the EUR strengthens against other currencies.

8. Minimum Initial Subscription Amount, Initial Issue Price and Valuation Date

See Appendix I – Sub-Funds Features

9. Specific Risk Details

See Appendix III – Sub-Funds specific risk details.

2. fLAB SATELLITE

Information contained herein should be read in conjunction with the text in the main part of the Prospectus.

1. *Investment Objective and Policy*

The Sub-Fund aims to provide long-term capital growth through a tactical and dynamic allocation portfolio, useful for any type of market scenarios. The portfolio management is based on an internal model of the Manager designed to provide specific allocation recommendations. The tools used in the model try to maximize Sharpe ratio (relative return), through a multi-style, multi-class portfolio. The investments in the Sub-Fund are subject to market fluctuations and to risks inherent to all portfolio investments; accordingly, no warranty can be given that the investment objective will be achieved.

To achieve its investment objective, and under normal conditions, the Sub-Fund will be mainly invested in the following assets categories without any geographical restriction nor currency restriction:

- Units/shares of UCITS, other UCIs and/or ETFs as per the meaning of and pursuant to limits set by articles 41 (1) and 46 of the 2010 Law provided that the management fee applying to the Target Funds shall not exceed 3% (three percent);
- Debt securities with at least 80% between prime and lower medium grade at the time of purchase (rating AAA to BBB- by Standard & Poors or Aaa to Baa3 by Moody's, or its equivalent), including but not limited to fixed or floating rates bonds, convertible bonds, zero-coupons, government and treasury bonds, money market instruments without limits of duration, issuer, country and currency, and Additional Tier 1 (AT1) and or Tier 2 (T2) with low trigger (5%) or high triggers (7%) and loss absorption with conversion into equity or writeoff (temporary or complete) CoCos, up to 20% maximum of its net asset and incur the specific risks associated with CoCos as further disclosed in the section "*Risk Factors*" of this Prospectus.

The Sub-Fund may secondarily invest in:

- ETCs, and, or;
- Cash accounts and term deposits, and, or;
- Equity securities and equity linked instruments.

To comply with the investment policy, the Sub-Fund may use financial derivative instruments, dealt in on a regulated market or not, subject to the provisions of the Section "*Investment and Borrowing Restrictions*", for the purposes of hedging currency risks, interest rate risk and market risk and for efficient portfolio management, therefore including investment purposes, to meet the sub-fund's investment objective.

Financial derivative instruments used by the Sub-Fund may include, but are not limited to, futures, options, contracts for difference, forward contracts on financial instruments or financial indices and options on such contracts, credit linked instruments, swap contracts and other fixed income, currency and credit derivatives dealt on a regulated market or OTC ("Over the counter").

The Sub-Fund may also invest in structured products, generally taking the form of certificates, notes or bonds, with different underlyings.

The Sub-Fund will not directly invest in asset-backed securities ("ABS") or mortgage-backed securities ("MBS"), indirect exposure may occur from the investment in the eligible Target Funds.

The Sub-Fund may have recourse to neither SFTs, nor TRS.

2. *Reference Currency*

EUR

3. *Available Classes of Shares*

As further detailed under section "Shares" to this Prospectus in the Appendix I – Sub-Funds Features.

4. *Subscription and Redemption Fees*

Applicable for all Share Classes
Subscription fee: None
Redemption fee: None
Conversion fee: None

5. Performance Fee

Except for the K Class, the annual Performance Fee of each other Share Class will be calculated as described hereafter.

As long as the NAV before Performance Fee is higher than the High Watermark[1] ("HWM"), the Performance Fee will amount to 5% of the return for Class A and CL Shares, 10% for Class B Shares and 7.5% for Classes C and H Shares.

If the NAV at the end of the reference period (Fiscal year) does not exceed the HWM (NAV at launch or the last NAV at fiscal year-end when a Performance Fee was due), there won't be any Performance Fee to pay and the reference period will be extended.

On each Valuation Day, an accrual of Performance Fee is made when appropriate.

In addition, the Performance Fee will be calculated taking into account movements on the capital and applying the Crystallization Principle[2] so that the Performance Fee is calculated on the basis of the Net Asset Value after deduction of all expenses, liabilities, and Management Fees (but not Performance Fee), and is adjusted to take account of all subscriptions and redemptions. 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

[1] **High Water Mark**: With respect to each share class of the Sub-Fund shall mean the Net Asset Value of the relevant Share Class as of the end of the most recent reference period (fiscal year) for which a Performance Fee was paid or payable to the Management Company, or if no Performance Fee has been paid since the inception, then the initial Net Asset Value of such share class of the Sub-Fund

[2] **Crystallization Principle**: Any accrued positive Performance Fee will be crystallized. When there are redemptions at the Fund level the proportion of the accrued fee applicable to the redemption will be crystallized, i.e. become payable 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.

Performance Fee, the Performance Fees for which provision has been made and which are attributable to the Shares redeemed will be paid at the end of the period even if provision for Performance Fees is no longer made at that date.

The Performance Fee, if any, will be paid after the end of each fiscal year (within 1 month) on the value of Net Asset Value according to the calculation performed for the last Net Asset Value of the reference period.

Each investor should be aware that the Performance Fee is calculated on the performance of the specific Share Class, which may differ from the performance of their position, especially when the dates of their subscriptions and redemptions are different from the reference dates the Performance Fee is calculated on (fiscal year end).

No Performance Fee in respect of the Class K shares.

6. Profile of Typical Investor

The Sub-fund is suitable for investors seeking long-term growth through a low risk and tactical approach. It is also suitable for investors wishing to diversify their investment portfolios and who understand and are comfortable with the risks of investing in a multi-style, multi-asset class portfolio.

7. Risk Profile

The risks pertaining to an investment in the Sub-Fund are: market risks, interest rate risks, credit risk, currency risks, and potential risks associated with investing in Cocos, as further described in the section "*Risk Factors*". The value of investments and income from such investments can go down as well as up and investors may not get back the full amount invested.

Style Risk: Since the Sub-Fund is not limited to investing in stocks all the time, the Sub-Fund may own significant non-equity instruments in a rising stock market, thereby producing smaller gains than a fund invested solely in stocks. A substantial cash position can impact the Sub-Fund's performance in certain market conditions.

The Sub-Fund's performance may be adversely affected by variations in the relative strength of individual world currencies or if the EUR strengthens against other currencies.

8. Minimum Initial Subscription Amount, Initial Issue Price, and Valuation Date

See Appendix I – Sub-Funds Features.

9. Specific Risk Details

See Appendix III – Sub-Funds specific risk details.

APPENDIX I – SUB-FUNDS FEATURES

SUB-FUNDS	CLASS	TARGETED INVESTORS	SHARES FORM	CATEGORY	DENOMINATION CURRENCIES	CURRENCY HEDGED SHARE CLASS	INITIAL MINIMUM INVESTMENT AMOUNT[1]	INITIAL ISSUE PRICE	VALUATION DATE
fLAB CORE	A	Institutional Investors	Registered Shares/and may be dealt through clearing houses	Capitalisation	EUR	N/A	EUR 1'000'000	EUR 100	Daily
	B	All Investors			EUR	N/A	EUR 10	EUR 100	
	C	Restricted to platforms duly authorized by the Board of Directors			EUR	N/A	EUR 10	EUR 100	
	CL EUR	All Investors			EUR	N/A	N/A	EUR 100	
	CL USD	All Investors			USD	YES	N/A	USD 100	
	H SGD	All Investors			SGD	YES	SGD 10	SGD 100	
	H USD	All Investors			USD	YES	USD 10	USD 100	
	H GBP	All Investors			GBP	YES	GBP 10	GBP 100	
	K EUR	All Investors			EUR	N/A	EUR 10	EUR 100	
	K USD Hedged	All Investors			USD	YES	USD 10	USD 100	

[1] *The Board of Directors is authorised to waive any requirements relating to the initial minimum investment in its reasonable discretion and by taking into consideration the best interest of the Fund.*

SUB-FUNDS	CLASS	TARGETED INVESTORS	SHARES FORM	CATEGORY	DENOMINATION CURRENCIES	CURRENCY HEDGED SHARE CLASS	INITIAL MINIMUM INVESTMENT AMOUNT[1]	INITIAL ISSUE PRICE	VALUATION DATE
fLAB SATELLITE	A	Institutional Investors	Registered Shares/and may be dealt through clearing houses	Capitalisation	EUR	N/A	EUR 1'000'000	EUR 100	Daily
	B	All Investors			EUR	N/A	EUR 10	EUR 100	
	C	Restricted to platforms duly authorized by the Board of Directors			EUR	N/A	EUR 10	EUR 100	
	CL EUR	All Investors			EUR	N/A	N/A	EUR 100	
	CL USD	All Investors			USD	YES	N/A	USD 100	
	H SGD	All Investors			SGD	YES	SGD 10	SGD 100	
	H USD	All Investors			USD	YES	USD 10	USD 100	
	H GBP [1]	All Investors			GBP	YES	GBP 10	GBP 100	
	K EUR	All Investors			EUR	N/A	EUR 10	EUR 100	

[1] *The Board of Directors is authorised to waive any requirements relating to the initial minimum investment in its reasonable discretion and by taking into consideration the best interest of the Fund.*

[1] *To be launched upon decision of the Board of Directors*

APPENDIX II – FEES

SUB-FUNDS	CLASS	MANAGEMENT FEE[1]	MANAGEMENT COMPANY FEE[1]	PERFORMANCE FEE[2]	DEPOSITARY FEE[1]	ADMINISTRATION FEE[1&3]	DOMICILIATION FEE
fLAB CORE	A	0.66%	up to 0.065% per annum with a monthly minimum of EUR 2'000 per Sub-Fund	5%	up to 0.060% per annum with a monthly minimum of EUR 750 per Sub-Fund	up to 0.25 % maximum per annum	EUR 5'000 per annum for the Fund and EUR 1'000 per Sub-Fund
	B	1.66%		10%			
	C	1.16%		7.5%			
	CL EUR	0.66%		5%			
	CL USD	0.66%		5%			
	H SGD	1.16%		7.5%			
	H USD	1.16%		7.5%			
	H GBP	1.16%		7.5%			

[1] *Percentage of the average total net assets per month.*

[2] *Percentage of the average total net assets per month. If the NAV at the end of the reference period does not exceed the HWM (NAV at launch or the last NAV at fiscal year-end when a Performance Fee was due), there won't be any Performance Fee to pay and the reference period will be extended.*

[3] *Administrative, Registrar and Transfer Agent will also charge transaction fees related to the subscription and redemption of Shares. The Administrative, Registrar and Transfer Agent may also charge fees for their additional services (such as, but not limited to calculation of performance fees) as set out in the Administrative, Registrar and Transfer Agent Agreement.*

	K EUR	1.50%		7.5%			
	K USD Hedged	1.50%		7.5%			

SUB-FUNDS	CLASS	MANAGEMENT FEE[1]	MANAGEMENT COMPANY FEE[1]	PERFORMANCE FEE[2]	DEPOSITARY FEE[1]	ADMINISTRATION FEE[1&3]	DOMICILIATION FEE
fLAB SATELLITE	A	0.66%	up to 0.065% per annum with a monthly minimum of EUR 2'000 per Sub-Fund	5%	up to 0.060% per annum with a monthly minimum of EUR 750 per Sub-Fund	up to 0.25 % maximum per annum	EUR 5'000 per annum for the Fund and EUR 1'000 per Sub-Fund
	B	1.16%		10%			
	C	0.91%		7.5%			
	CL EUR	0.66%		5%			
	CL USD	0.66%		5%			
	H SGD	0.91%		7.5%			
	H USD	0.91%		7.5%			
	H GBP [1]	0.91%		7.5%			
	K EUR	1.25%		n/a			

[1] *Percentage of the average total net assets per month.*

[2] *Percentage of the average total net assets per month. If the NAV at the end of the reference period does not exceed the HWM (NAV at launch or the last NAV at fiscal year-end when a Performance Fee was due), there won't be any Performance Fee to pay and the reference period will be extended.*

[3] *Administrative, Registrar and Transfer Agent will also charge transaction fees related to the subscription and redemption of Shares. The Administrative, Registrar and Transfer Agent may also charge fees for their additional services (such as, but not limited to calculation of performance fees) as set out in the Administrative, Registrar and Transfer Agent Agreement.*

[1] *To be launched upon decision of the Board of Directors*

APPENDIX III – SUB-FUNDS SPECIFIC RISK DETAILS

	Global Exposure approach used	Relative benchmark[1]	Expected level of leverage[1] (Sum of Notionals)	Higher leverage[1] Levels (Sum of Notionals)	Expected level of leverage[1] (Commitment)	Higher leverage[1] level (Commitment)
fLAB CORE	Commitment	N/A	N/A	N/A	N/A	N/A
fLAB SATELLITE	Commitment	N/A	N/A	N/A	N/A	N/A

[1] *If the VAR approach is used. The level of leverage may vary over time. Investors must be aware of the possibility of higher leverage levels under certain circumstances*.

The Commitment approach is based on the sum of notionals of Financial Derivatives Instruments ("FDI") applying Netting and Hedging techniques. The FDI could be used for leverage or hedging as well as to create synthetic positions on securities that could not be bought directly on the market.