

# Risk Premia Multi Asset Funds SICAV

*Société d'investissement à capital variable*

*RCS Luxembourg B 180690*

*2, rue d'Arlon*

*L-8399 Windhof*

*Grand-Duchy of Luxembourg*

**SALES PROSPECTUS**

**September 2025**

Distribution of this prospectus (the "**Prospectus**") is not authorised unless it is accompanied by a copy of the latest available, key information document in accordance with Regulation (EU) 1286/2014, as amended, and the Commission Delegated Regulation (EU) 2017/653, as amended, (the "**PRIIPs KID**") and annual report of Risk Premia Multi Asset Funds SICAV (the "**Fund**") containing the audited balance-sheet and a copy of the latest half-yearly report, if published after such annual report. The Prospectus and the respective annual and semi-annual reports may be obtained free of charge from all paying agents and sales agencies. It is prohibited to disclose information on the Fund, which is not contained in this Prospectus, the documents mentioned therein, the latest annual report and any subsequent semi-annual report. The English version of this Prospectus is binding.

**United States of America ("USA")** - The Shares have not been registered under the United States Securities Act of 1933, as amended (the "**1933 Act**"); they may therefore not be publicly offered or sold in the USA, or in any of its territories subject to its jurisdiction or to or for the benefit of a U.S. Person as such expression is defined hereinafter.

The Fund represents and warrants that its units/shares will not be offered, sold or delivered to U.S. investors. US investors for this purpose are defined as (i) citizens or residents of the United States, or other persons or entities whose income is subject to US federal income tax regardless of source or (ii) that are considered to be US persons pursuant to regulation S of the 1933 Act and/or (iii) the US Commodity Exchange Act, as amended.

The Shares are not being offered in the USA, and may be so offered only pursuant to an exemption from registration under the 1933 Act, and 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 state securities laws and would not result in the Fund becoming subject to registration or regulation under the 1940 Act.

Shares may furthermore not be sold or held either directly by nor to the benefit of, among others, a citizen or resident of the USA, a partnership organized or existing in any state, territory or possession of the USA or other areas subject to its jurisdiction, an estate or trust the income of which is subject to United States federal income tax regardless of its source, or any corporation or other entity organized under the laws of or existing in the USA or any state, territory or possession thereof or other areas subject to its jurisdiction (a "U.S. Person"). All purchasers must certify that the beneficial owner of such Shares is not a U.S. Person and is purchasing such Shares for its own account, for investment purposes only and not with a view towards resale thereof.

The board of directors of the Fund (the "Board") and the board of directors of Pure Capital S.A. draw the investors' attention to the fact that any investor will only be able to fully exercise its investor rights directly against the Fund, (notably the right to participate in general shareholders' meetings - if the investor is registered himself and in its own name in the shareholders' register).

The Fund draws the investors' attention to the fact that, where an investor invests in the Fund through an intermediary acting in its own name but on behalf of the investor, (i) it may not always be possible for the investor to exercise certain shareholder rights, such as the right to participate in general meetings of shareholders, directly against the Fund and (ii) the investors' right to be compensated in case of significant Net Asset Value calculation errors and/or other errors at the level of the Fund (including any Sub-Funds) may be affected. Investors are advised to seek advice in relation to their rights.

## RISK PREMIA MULTI ASSET FUNDS SICAV

### TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>4</b>
<b>SECTION I: DESCRIPTION OF THE AVAILABLE SUB-FUNDS .....</b>	<b>5</b>
1. RISK PREMIA MULTI ASSET FUNDS SICAV– LIQUID PREMIUM .....	6
<b>SECTION II: GENERAL PROVISIONS .....</b>	<b>12</b>
MANAGEMENT AND ADMINISTRATION .....	12
1. THE FUND.....	14
<i>STRUCTURE OF THE FUND.....</i>	<i>14</i>
<i>LEGAL ASPECTS.....</i>	<i>15</i>
2. INVESTMENT OBJECTIVES AND POLICY .....	15
3. INVESTMENTS IN THE FUND .....	16
<i>NET ASSET VALUE .....</i>	<i>16</i>
<i>ISSUE AND CONVERSION OF SHARES .....</i>	<i>18</i>
<i>REDEMPTION OF SHARES .....</i>	<i>20</i>
<i>SUSPENSION OF THE NET ASSET VALUE CALCULATION AND OF THE ISSUE, CONVERSION AND         REDEMPTION OF SHARES .....</i>	<i>21</i>
4. USE OF A BENCHMARK .....	22
5. LIQUIDATION, TERMINATION AND MERGING OF THE FUND AND ITS SUB-FUNDS.....	22
<i>LIQUIDATION OF THE FUND .....</i>	<i>22</i>
<i>LIQUIDATION OF SUB-FUNDS AND / OR SHARE CLASSES.....</i>	<i>23</i>
<i>MERGERS OF THE FUND OR OF SUB-FUNDS WITH ANOTHER UCITS OR OTHER SUB-FUNDS THEREOF;         MERGERS OF ONE OR MORE SUB-FUNDS WITHIN THE FUND; DIVISION OF SUB-FUNDS .....</i>	<i>24</i>
6. DIVIDEND POLICY .....	25
7. DEPOSITARY .....	25
8. CENTRAL ADMINISTRATION AGENT .....	27
9. DOMICILIATION AGENT .....	28
10. INVESTMENT MANAGERS, INVESTMENT ADVISORS .....	28
11. GLOBAL DISTRIBUTOR.....	28
12. TAXATION .....	29
13. CHARGES AND EXPENSES.....	31
14. INFORMATION AVAILABLE TO SHAREHOLDERS AND COMPLAINTS HANDLING.....	32
15. INVESTMENT GUIDELINES .....	32
<i>INVESTMENT RESTRICTIONS.....</i>	<i>32</i>
<i>FINANCIAL TECHNIQUES AND INSTRUMENTS.....</i>	<i>37</i>
16. INVESTMENT RISKS .....	40
17. DATA PROTECTION .....	45
18. SUSTAINABILITY RELATED DISCLOSURES .....	46
19. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING .....	47

## INTRODUCTION

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Risk Premia Multi Asset Funds SICAV (the “**Fund**”) is a company organised as a *société d’investissement à capital variable* (“**SICAV**”) and is registered under Part I of the Luxembourg law of 17 December 2010 on collective investment undertakings (the “**2010 Law**”). This registration pursuant to the 2010 Law does not require any Luxembourg authority to approve or disapprove either the adequacy of this Prospectus or the portfolio of securities held by the Fund. Any representation to the contrary is unauthorised and unlawful.

This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not allowed. In particular, the shares of the Fund have not been registered with the Securities and Exchange Commission (SEC) of the United States of America and may therefore not be offered in the United States of America or in any state, territory or possession thereof or areas subject to its jurisdiction. The Sub-Funds may be registered in different distribution countries.

Potential subscribers to the Fund should inform themselves on applicable laws and regulations (i.e. as to the possible tax requirements or foreign exchange control) of the countries of their citizenship, residence or domicile, and which might be relevant to the subscription, purchase, holding, conversion and redemption of shares.

Any reference to “EUR” in this Prospectus refers to the official currency of the European Monetary Union.

Any reference to “USD” in this Prospectus refers to the official currency of the United States of America.

Any reference to “GBP” in this Prospectus refers to the official currency of the United Kingdom.

Any reference to “CHF” in this Prospectus refers to the official currency of Switzerland.

Any reference to “JPY” in this Prospectus refers to the official currency of Japan.

Any reference to “CAD” in this Prospectus refers to the official currency of Canada.

Any reference to “HKD” in this Prospectus refers to the official currency of Hong Kong.

This Prospectus is subject to changes concerning the addition or suppression of Sub-Funds as well as other modifications. Therefore, it is advisable for subscribers to ask for the most recent issue of the Prospectus.

**Potential subscribers should note that the structure of the Prospectus is made up of Section I which contains the regulations applicable to each individual Sub-Fund and of Section II which contains the regulations to which the Fund is subject as a whole.**

## **SECTION I: DESCRIPTION OF THE AVAILABLE SUB-FUNDS**

List of available Sub-Funds:

Sub-Fund 1 –Risk Premia Multi Asset Funds SICAV – Liquid Premium

Unless otherwise indicated in the tables below, each Sub-Fund of Risk Premia Multi Asset Funds SICAV is subject to the general regulations as set out in Section II of this Prospectus.

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## 1. RISK PREMIA MULTI ASSET FUNDS SICAV– LIQUID PREMIUM

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*This specific section describes the particularity of the Sub-Fund Risk Premia Multi Asset Funds SICAV – Liquid Premium. It is part of the Prospectus. Therefore, all information given herein should be considered in connection with this Prospectus.*

### **Profile of the typical investors**

Investment in this Sub-Fund is suitable for investors seeking a well-diversified long-term capital growth through a multi-asset investment approach subject to securities that have satisfactory liquidity. The Sub-Fund is actively managed without reference to any benchmark meaning that the Management Company has full discretion over the composition of the Sub-Fund's portfolio, subject to the stated specific investment policy and restrictions. The Sub-Fund is using €STR (Bloomberg ticker: EESWEC) as benchmark for the purpose of calculating the performance fee, as further described in the sections titled "Performance Fees" below.

### **Investment Objective and Policy**

The Sub-Fund's investment objective is to seek long term capital growth by investing via a diversified global asset allocation in a flexible exposure to bonds, currencies and equities markets without any specific geographical or sector-specific allocation, directly or indirectly through securities and derivatives. Depending on the market's conditions the allocation of the Sub-Fund will change.

The Sub-Fund may gain indirect exposure to commodities for a maximum of 15% via derivatives whose constituents are eligible commodity indices, in compliance with CSSF Circular 14/592 relating to the Guidelines of the European Securities and Markets Authority (ESMA) on ETFs and other UCITS issues, or by investing in other eligible instruments including Exchange Traded Commodities (ETC) and/or UCITS/UCIs, including ETFs, and exchange traded notes qualifying as transferable securities within the meaning of article 41 of the 2010 Law.

In addition, the Sub-Fund may also invest in certificates on financial indices and/or on equities and/or on debt securities of any kind up to 10% of its assets, provided that these investments and their underlying are compliant with the 2010 Law and with the Grand-Ducal Regulation of 8 February 2008.

The Sub-Fund will only invest in bonds with a credit risk rating from a rating agency registered in the EU, or with an equivalent internal risk assessment from the manager of the Sub-Fund.

The Sub-Fund will only invest in bonds for which the credit risk rating is a minimum of "High Yield" (B- from Standard & Poor's or Fitch, or B3 from Moody's). In the event that a credit rating of a held bond subsequently deteriorates to below "High Yield" (B- from Standard & Poor's or Fitch, or B3 from Moody's), the affected assets will be sold within six (6) months, unless they are rated at High Yield again during this period.

Investments in subordinated bonds which can be converted from debt to equity upon occurrence of a trigger event pre-defined in the contractual terms and conditions, or whose nominal amount can be reduced (so-called CoCo bonds), will only account for a maximum of 5% of the Sub-Fund.

The Sub-Fund provides investors with exposure to global bond markets by investing in globally issued government and/or corporate bonds including money market instruments, like Exchange Traded Funds (ETFs), or UCITS that may primarily invest in a sector or in a bond market index.

The Sub-Fund can use derivatives, including contracts for difference (the "CFDs"), either for portfolio management purposes or hedging activities.

The Sub-Fund may use different instruments on currencies other than the Sub-Fund's valuation currency for exposure or hedging purposes.

The Sub-Fund may hold up to 20% of its net assets of ancillary liquid assets. Ancillary liquid assets shall mean exclusively bank deposits at sight, such as cash held in current accounts with a bank accessible at any time. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of

exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.

The Sub-Fund may hold up to 49% of its total assets in any combination of bank deposits, money market instruments and/or money market funds.”

The Sub-Fund may invest in units of UCITS and/or other UCIs up to 10% of its net assets. The maximum management fees of the target investment funds will be 2.00% p.a. of the NAV.

The Sub-Fund may invest in target funds managed by the Management Company or being advised by the investment advisor (if any). Fees will not be duplicated and investment in such target funds will be made through zero management fee share classes at the level of such target funds.

### **Investment Restrictions**

The general investment restrictions as set out in the Prospectus shall apply.

The Directors may from time to time impose such further investment restrictions in order to comply with the laws and regulations of the countries where Shareholders are located.

### **Specific Sub-Fund risks**

This investment is subject to equity market risks, interest rate risks, credit risks and foreign exchange market risk. There is also risk related to derivative instruments.

The Sub-Fund's value may fluctuate due to its exposure to equity markets. The Sub-Fund may also be affected by interest rate changes due to investments in bonds and by currency movements due to exposure of foreign exchange rates. All investments are subject to market fluctuations. Every fund has its own specific risks, which may increase considerably in unusual market conditions.

### ***Allocation of Trading Opportunities by the Management Company***

The Management Company will act in a manner that it considers fair in allocating investment opportunities to the Sub-Fund but will not otherwise impose any specific obligations or requirements concerning the allocation of time, effort or investment opportunities to the Sub-Fund or any restrictions on the nature or timing of investments for the proprietary account of the Management Company, its affiliates, or their principals and employees, or for other client accounts and proprietary accounts, which the Management Company or its affiliates may manage (collectively, the **“Other Accounts”**). The management of such Other Accounts may be on different terms and conditions than the Management Company's management of the Sub-Fund's account. The Management Company is not required to accord exclusivity or priority to the Sub-Fund in the event of limited investment opportunities.

When the Management Company determines that it would be appropriate for both the Sub-Fund and any Other Account to participate in an investment opportunity, the Management Company will seek to execute orders for all of the participating accounts on a fair, reasonable and equitable basis. If the Management Company has determined to trade in the same direction in the same security at the same time for the Sub-Fund and any Other Account, the Management Company is authorized to combine the Sub-Fund's order with orders for any Other Accounts and if all such orders are not filled at the same price, the Sub-Fund's order may be filled at an average price, which normally will be the same average price at which contemporaneously entered proprietary orders are filled on that day or pursuant to another allocation methodology which the Management Company deems fair on an overall basis to all participating accounts. Similarly, if an order on behalf of more than one account cannot be fully executed under prevailing market conditions, the Management Company will allocate the trades among the different accounts on a basis that it considers fair, reasonable and equitable.

The effect of such aggregation and allocation may however work to the disadvantage of the Sub-Fund on some occasions.

### *Disclaimer*

There is no guarantee that investors will recover the total amount initially invested. There can be no assurance that the Sub-Fund will achieve its objectives.

Past performance is not indicative for future results. There is no capital guarantee, even if the preservation of wealth is pursued.

For an overview of generic risks, please refer to the Section II 16. of the Prospectus.

### **Risk Management applicable to this Sub-Fund**

The Management Company (as defined below) will use the absolute Value at Risk ("**Absolute VaR**"), according to CSSF Circular 11/512 and article 47 of the CSSF Regulation 10/04, for determining the global exposure risk of the Sub-Fund.

The Absolute VaR of the Sub-Fund calculated daily, measured with a one-tailed 99% confidence level and twenty (20) day holding period, is limited to 20% of Net Asset Value of the Sub-Fund. This does not mean that losses cannot exceed 20% of Net Asset Value of the Sub-Fund but rather that one would only expect losses to exceed 20% of the Net Asset Value of the Sub-Fund 1% of the time assuming that positions were held for twenty (20) days.

The use of derivatives will give rise to an additional leveraged exposure. The level of leverage for the Sub-Fund is expected to range from 0% to 200% of the Net Asset Value. The leverage figure is calculated using the sum of the notionals of the derivatives and securities used as is required by the CSSF and as such does not take into account any netting and hedging arrangements that the Fund has in place at any time.

### **Management Company**

Pure Capital S.A., a public limited liability company, having its registered address at 2, rue d'Arlon, L-8399 Windhof, Grand-Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies' Register under number B152461 has been designated as management company of the Fund (the "**Management Company**") and will carry on the investment management duties for the Sub-Fund's assets.

### **Distribution**

Pure Capital S.A. may delegate, under its supervision and responsibility, the distribution to authorized financial professionals.

### **General Information**

<b>Reference Currency</b>	EUR.  This is the currency in which the net asset value of the respective Sub-Fund is calculated and not the investment currency of the Sub-Fund concerned. Investments are made in those currencies which best benefit the performance of the Sub-Funds.
<b>Termination</b>	The Sub-Fund has no maturity date. However, the Board may decide to put the Sub-Fund into liquidation in accordance with the Title 4 of the general section of the Prospectus "Liquidation, Termination and Merging of the Fund and its Sub-Funds".
<b>Subscriptions, conversions and redemptions</b>	The shares of the Sub-Fund may be subscribed, converted or redeemed on each Valuation Day at the then prevailing net asset value.
<b>Cut-off time</b>	The cut-off time for submitting subscription, conversion and redemption requests is 14.00 Central European Time (CET) one Business Day preceding the relevant Valuation Day. All requests for subscription and conversion received after that cut-off time will be processed on the next following Valuation Day.
<b>Subscription Charge</b>	None.
<b>Redemption Charge</b>	None.



<b>Conversion Charge</b>	None.
<b>Valuation Day</b>	The NAV per share is calculated on each day which is a Business Day in Luxembourg.
<b>NAV Calculation Day</b>	The Business Day following the Valuation Day.
<b>Settlement</b>	Subscription, conversions and redemption orders will be settled at the latest three (3) days following the relevant Valuation Day.
<b>Conversions</b>	The conversion price per Share will correspond to the applicable Net Asset Value for that day.
<b>SFDR classification</b>	The Sub-Fund qualifies as a standard financial product subject to article 6 of the SFDR.

Types of shares currently issued:

Share class	ISIN Code	Minimum initial subscription	Minimum Subsequent subscription	Currency	Management Company Fee	Performance fee	Type of share class
Founder Class	LU1040796796	N/A	N/A	EUR	Maximum 2%	N/A	Accumulating
A EUR	LU1029767891	EUR 5,000,000	EUR 100	EUR	Maximum 2%	15%	Accumulating
B EUR	LU2459537044	EUR 1,000	EUR 100	EUR	Maximum 2%	15%	Accumulating
D EUR	LU2459535345	EUR 10,000,000	EUR 100	EUR	Maximum 2%	15%	Distribution

Founder Class: reserved to investors selected and invited by the Management Company at its own discretion.  
Class A: accumulating shares for institutional investors  
Class B: accumulating shares for institutional investors  
Class D: distributing shares for institutional investors

### ***Fees***

- **Service Fees:** This Sub-Fund is subject to the following service fees:
  - **Custodian fee:** Maximum of 0.05% of the NAV p.a., subject to a minimum of 20,000.-EUR p.a.
  - **Central Administration fee:** Maximum of 0.05% of the NAV p.a., subject to a minimum of 30,000.-EUR p.a.
  - **Management Company fee (the "Management Company Fee"):** Maximum of 2% of the NAV p.a., subject to a minimum of charges 30,000. - EUR p.a.
  - The Management Company shall also be entitled to receive, out of the assets of the Fund, additional fees corresponding to the provision of additional services, as agreed from time to time, allowing the Fund to comply with any new regulatory requirements impacting the Fund.
- **Transaction Fee:** The Management Company is also entitled to make the first five hundred (500) investment transactions free of charges and to receive out of the assets of the Sub-Fund a transaction fee equal to 30.-EUR for the following transactions.

### **Performance Fee**

The Management Company is entitled to receive a performance fee at the end of each calendar year ("**Performance Fee**") equal to 15% (as set out in the table above) of the increase, calculated net of all costs but before deduction of any Performance Fee, in the Net Asset Value of each share of each class outstanding above:

- i) the Highwatermark; (as defined below) and
- ii) the average 3 month €STR (Bloomberg ticker: EESWEC) in the relevant currency in which the Share Class is denominated (floored at 0%) plus 2% (the "**Hurdle Rate**")

during the Performance Period (as defined below).

Thus, a Performance Fee relates to the development of that part of the Net Asset Value, which exceeds the higher between the average 3 month €STR increased by the Hurdle Rate and the High Watermark of the relevant Share Class in the end of the relevant calculation period, as defined below.

The highwatermark (the “**Highwatermark**”) is a performance measure that is used to ensure that a Performance Fee is only charged where the Net Asset Value has increased over the previous Highwatermark during the performance reference period, which is equal to the course of the life of the Sub-Fund and cannot be reset. Such Net Asset Value becomes the new Highwatermark. The first Highwatermark shall be the subscription price at the time of the issue of the relevant Share Class.

The Performance Fee is calculated daily. The accrued Performance Fee is payable in arrears as at the end of the financial year (i.e. the “**Calculation Period**”) within one month (the “**Crystallisation Date**”) for all the Share Classes that levy Performance Fee.

If (i) Shares are redeemed or converted into other Shares of any Share Class of a sub-fund or of another existing sub-fund or of another fund during the financial year and a Performance Fee has accrued for those Shares, (ii) the assets of the Sub-fund or of a Share Class are transferred to or merged with those of another sub-fund, or Share Class of another sub-fund within the Fund or within another fund, (iii) the Sub-fund or of a Share Class are terminated, and a Performance Fee has accrued for those Shares, such Performance Fee will be crystallized respectively at the date of redemption or conversion, at the effective date of the merger or at the effective date of termination and it will be considered as payable.

However, no Performance Fee shall crystallise where the Sub-fund or a Share Class of the Sub-Fund is merged with a newly established receiving fund or sub-fund with no performance history and with an investment policy that does not substantially differ from that of the merging Sub-Fund. In that case, the performance reference period of the merging Sub-Fund shall continue applying in the receiving fund or sub-fund.

Please see below an example of the performance fee calculation:

AI Risk Premia Multi Assets Funds SICAV  
LIQUID PREMIUM  
A EUR, B EUR, D EUR  
15%  
2%

YEAR	NAV/share at the beginning of the calculation period	NAV/share at the end of the period	Fund performance <sup>1</sup>	Applicable HWM <sup>2</sup> ****	Benchmark****	Hurdle Rate*****	Benchmark + Hurdle rate	Higher between HWM and Hurdle	Appreciation in value / payment of performance fees	Underperformance carried forward	Provision of Performance Fee*****
2024	100.00	106.00	8.00	100	-0.568%	2.00%	2.00%	102.00	YES	-	0.90
2025	107.10	109.00	1.90	108	-0.456%	2.00%	2.00%	109.24	NO	(0.24)	-
2026	109.00	110.00	1.00	109	-0.345%	2.00%	2.00%	111.16	NO	(1.42)	-
2027	110.00	115.00	5.00	110	0.423%	2.00%	2.42%	112.67	YES	0.91	0.14
2028	114.86	99.00	-15.86	115	-0.657%	2.00%	2.00%	117.16	NO	(18.16)	-
2029	99.00	103.00	4.00	115	0.634%	2.00%	2.63%	115.00	NO	(30.16)	-

<b>Notes</b> <sup>1</sup> The provided fund performance are in monetary values and not in percentages. <sup>2</sup> During the first performance period, the applicable high water mark (“HWM”) is the subscription price at the time of issue of that Share. <sup>3</sup> After the 1st performance period the applicable HWM is the highest NAV recorded during the performance reference period. <sup>4</sup> Benchmark refers to the average 3 month €STR (Bloomberg ticker: EESVEEC) in the relevant currency in which the Share Class is denominated (floored at 0%) increased by the Hurdle Rate. <sup>5</sup> The Hurdle Rate equals 2% p.a. applied pro rata temporis. <sup>6</sup> Performance fee is 15% of the difference (if positive) between the NAV per share (before deduction of the performance fee) and the higher between the Hurdle Rate and the High Watermark of the relevant Share Class in the end of the relevant calculation period. <sup>7</sup> The performance fee is calculated on a daily basis and it is crystallized and paid on an annual basis.											
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## Portfolio Turnover

The turnover rate of the Sub-Fund was computed in compliance with the following formula:

$$\text{Turnover} = [(Total1 - Total 2) / M] * 100$$

With:

Total 1 = Total of securities transactions during the relevant period = X+Y

Where X = purchases of securities and Y = sale of securities

Total 2 = total of transactions in shares of the Sub-Fund during the relevant period = S+T

Where S = subscriptions of shares of the Sub-Fund and T = redemptions of shares of the Sub-Fund  
M = average monthly assets of the Sub-Fund.

### ***Total Expense Ratio ("TER")***

The TER, being the ratio of the gross amount of the expenses of the Sub-Fund to its average net assets includes in particular the following expenses: the service fees, the "*taxe d'abonnement*", the costs in connection with legal registrations abroad, the external audit fees, as well as the costs carried out for extraordinary measures in the interests of the shareholders.

### **Sustainability**

The Sub-Fund has a highly diversified portfolio. Therefore, it is expected that Sustainability Risks (as defined in section 16 of the general section of the Prospectus) and factors are not relevant for liquid strategies due to the short holding time of the positions even though some markets and sectors will have greater exposure to Sustainability Risks than others. Moreover, it is not anticipated that any single Sustainability Risk will drive a material negative financial impact on the returns.

## SECTION II: GENERAL PROVISIONS

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### MANAGEMENT AND ADMINISTRATION

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**Registered Office:** 2, rue d'Arlon  
L-8399 Windhof Grand Duchy of Luxembourg

**Board:**

**Chairman:** Mr. Tony Buche  
Senior Client Advisor  
Pure Capital S.A.  
12b, rue de Schoenfels L-8151 Bridel  
Grand Duchy of Luxembourg

**Directors:** Mr. Pierluigi Ciccone  
Director  
Agenda Invest AG  
1st Floor  
Via Motta 24

Mr. Lorenzo Gianello  
Managing Partner  
Finconsulting S.à r.l.

68, rue des Aubépines  
L-1145 Luxembourg  
Grand Duchy of Luxembourg

**Management Company:** Pure Capital S.A.  
2, rue d'Arlon  
L-8399 Windhof  
Grand Duchy of Luxembourg

**Board of directors of the Management Company:**

**Chairman:** Mr. Bernard Pons  
Managing Director

**Directors:** Mr. Loïc De Cannière  
Independent Director

Mr. Guy Pourveur  
Managing Director, Pure Capital S.A.

**Depository and main Paying Agent:** UBS Europe SE, Luxembourg Branch  
33A, avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

**Central Administration Agent:**

Northern Trust Global Services SE  
10, rue du Château d'Eau  
L-3364 Leudelange  
Grand Duchy of Luxembourg

**Domiciliation Agent**

Pure Capital S.A.  
2, rue d'Arlon  
L-8399 Windhof  
Grand Duchy of Luxembourg

**Auditor:**

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

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## 1. THE FUND

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### STRUCTURE OF THE FUND

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The Fund is an investment company qualifying as a "*société d'investissement à capital variable*" (SICAV) and set up as an Umbrella Fund with the possibility to launch multiple Sub-Funds under the laws of the Grand Duchy of Luxembourg, which envisages to invest in transferable securities and in other liquid financial assets referred to in article 41, paragraph (1) of the 2010 Law, in accordance with the investment policy of each particular Sub-Fund. The Fund complies with the requirements of the UCITS Directive 2009/65/EC.

The Fund is characterised by an "umbrella construction" which comprises several specific pools of assets known as "**Sub-Funds**" for each of which various classes of shares may be issued.

The entirety of the Sub-Funds' net assets forms the total net assets of the Fund, which at any time correspond to the share capital of the Fund and consist of fully paid in and non-par-value shares (the "**shares**").

At general meetings, the shareholder has the right to one vote per share held, irrespective of the difference in value of shares in the respective Sub-Funds. Shares of a particular Sub-Fund carry the right of one vote per share held when voting at meetings affecting this Sub-Fund.

The Fund is a single legal entity and the assets of a particular Sub-Fund are only applicable to the debts, engagements and obligations of that Sub-Fund. In respect of the relationship between the shareholders, each Sub-Fund is treated as a separate entity. The Fund is unlimited with regard to duration and total assets.

Pure Capital S.A., a chapter 15 management company and having its registered office at 2, rue d'Arlon L-8399 Windhof, Grand Duchy of Luxembourg, has been appointed to act as the Management Company.

For this purpose, a management company services agreement (the "**Management Company Services Agreement**") was signed between the Fund and the Management Company as being effective 5 September 2025, for an unlimited term from the date of signing of the Agreement. Either party may terminate the Agreement at any time by registered letter with acknowledgement of receipt addressed to the other party.

Under the term of the Agreement, the Management Company is responsible for the management the administration and the distribution (if any) of the Fund's assets but is allowed to delegate, under its supervision and control, all or part of these duties to third parties. In case of changes or appointment of additional third parties, the prospectus will be updated accordingly.

The Management Company was incorporated on 7 April 2010 for an indefinite period. It is registered under number B152461 in the Luxembourg Commercial and Companies' Register, where copies of its articles of incorporation are available for inspection and can be received upon request. The latest revision of the articles of incorporation were made on 1 December 2023 and published in the electronic gazette of the Grand Duchy of Luxembourg *Recueil Electronique des Sociétés et Associations* (hereinafter referred to as "**RESA**") in Luxembourg on 3 January 2024.

Besides managing the Fund, the Management Company currently manages additional undertakings for collective investments, the list of which can be obtained from the Management Company.

The Management Company has in place a remuneration policy in line with the Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 amending 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.

The remuneration policy sets out principles applicable to the remuneration of senior management, all staff members having a material impact on the risk profile of the financial undertakings as well as all staff members carrying out independent control functions.

In particular, the remuneration policy complies with the following principles in a way and to the extent that is appropriate to the size, internal organisation and the nature, scope and complexity of the activities of the Management Company:

- i. it 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 Articles of Incorporation of the Fund;

- ii. if and to the extent applicable, the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the Fund in order to ensure that the assessment process is based on the longer-term performance of the Fund and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;
- iii. it is in line with the business strategy, objectives, values and interests of the Management Company and the Fund and of the Shareholders, and includes measures to avoid conflicts of interest;
- iv. 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.

The remuneration policy is determined and reviewed at least on an annual basis by a remuneration committee.

The 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 the persons responsible for awarding the remuneration and benefits are available on <https://www.purecapital.eu/legal.html>, a paper copy will be made available free of charge upon request.

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## LEGAL ASPECTS

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The Fund was incorporated on 26 September 2013 as an open-end investment company under Luxembourg law in the legal form of a share company (*société anonyme*) having the status of an investment company with variable capital (*société d'investissement à capital variable*) in accordance with Part I of the Luxembourg law relating to undertakings for collective investment enacted on 17 December 2010. The Fund is registered under No. B180690 in the Luxembourg Commercial Register.

The Articles were published in the official gazette of the Grand Duchy of Luxembourg Mémorial C, Recueil des Sociétés et Associations as of 16 October 2013, and were deposited together with the legal notice concerning the issue of the Fund's shares at the Commercial and Company Register of the District Court of Luxembourg. Any amendment must be published in the RESA. Such amendments become legally binding in respect of all shareholders subsequent to their approval by the general meeting of shareholders. The latest amendments to the Articles have been made on 5 September 2025.

The Fund's accounts are audited by ERNST & YOUNG LUXEMBOURG S.A., having its registered address at 35E, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies' Register under number B88019.

The ordinary general meeting shall be held within four (4) months of the end of each financial year in the Grand Duchy of Luxembourg, at the registered office of the Fund or at any address specified in the notice of meeting. Additional, extraordinary general meetings may be held at locations and at times set out in the notices of meeting.

The financial year of the Fund ends the last day of December (31 December).

The Board reserves the right to, at any point in time, launch new Sub-Funds. The offering memorandum and investment policy of such Sub-Funds are to be communicated through a revised Prospectus. In compliance with the regulations laid down in "Liquidation and merging of the Fund and its Sub-Funds", the Board reserves the right to liquidate or to merge certain Sub-Funds.

Variations in the capital of the Fund can take place without further consideration or enquiry and without the need for publication or registration in the Register of Commerce. The minimum capital required is EUR 1.250.000. This minimum has to be reached within a time frame of six (6) months after the registration of the Fund on the official list of undertakings for collective investment.

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## 2. INVESTMENT OBJECTIVES AND POLICY

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The purpose of the Fund is to provide investors with an opportunity for investment in all types of transferable securities and / or in other liquid financial assets referred to in article 41, paragraph (1) of the 2010 Law through

professionally managed Sub-Funds, each with their own specific investment objectives and policies as more fully described in Section I, in order to achieve a high regular income or a maximum capital appreciation, while giving ultimate consideration to capital security and portfolio liquidity.

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### 3. INVESTMENTS IN THE FUND

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#### NET ASSET VALUE

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Unless otherwise described under Section I, the net asset value per share of the individual Sub-Funds is calculated for each day which is open for business in Luxembourg by the Administration Agent (hereinafter called "**Valuation Day**").

In this context, such "**Business Day**" refers to the normal Business Day (i.e. each full day on which banks are open during normal hours) in Luxembourg, with the exception of non-statutory rest days. Non-statutory rest days are days on which individual banks and financial institutions are closed.

The net asset value of each Sub-Fund is equal to the total assets of that Sub-Fund less its liabilities.

The net asset value of each Sub-Fund will be expressed in the currency of the relevant Sub-Fund as further described under Section I (except when there exists any state of affairs which, in the opinion of the Board, makes the determination in the currency of the relevant Sub-Fund either not reasonably practical or prejudicial to the shareholders, the net asset value may temporarily be determined in such other currency as the Board may determine) and shall be determined in respect of any Valuation Day by dividing the total net assets of the Sub-Fund by the number of its shares then outstanding.

The net asset value per share of the individual Sub-Funds is calculated on the basis of the last known prices for each day, which is open for business in Luxembourg, unless otherwise described under Section I.

The NAV is calculated for the Valuation Day one Business Day after the Valuation Day for the respective Valuation Day (hereinafter called "NAV Calculation Day").

The total net assets of the Fund are expressed in EUR and correspond to the difference between the total assets of the Fund and its total liabilities. For the purpose of this calculation, the net assets of each Sub-Fund, if they are not denominated in EUR, are converted into EUR and added together.

Without prejudice to the regulations of each Sub-Fund, the Valuation of each Sub-Fund and of each of the different share classes follows the criteria below:

a) The value of any cash in hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof.

b) Securities, derivatives and other investments listed on an official stock exchange are valued at the last known market prices. If the same security, derivative or other investment is quoted on several stock exchanges, the last available quotation on the stock exchange that represents the major market for this investment will apply.

In the case of securities, derivatives and other investments where trading of these assets on the stock exchange is thin but which are traded between securities dealers on a secondary market using standard market price formation methods, the Fund can use the prices on this secondary market as the basis for the valuation of these securities, derivatives and other investments. Securities, derivatives and other investments that are not listed on a stock exchange, but that are traded on another regulated market which is recognised, open to the public and operates regularly, in a due and orderly fashion, are valued at the last available price on this market.

c) Securities and other investments that are not listed on a stock exchange or traded on any other regulated market, and for which no reliable and appropriate price can be obtained, will be valued by the Fund according to other principles chosen by it in good faith on the basis of the likely sales prices.



d) The valuation of derivatives that are not listed on a stock exchange (OTC derivatives) is made by reference to independent pricing sources. In case only one independent pricing source of a derivative is available, the plausibility of the valuation price obtained will be verified by employing methods of calculation recognised by the Board and the auditors, based on the market value of the underlying instrument from which the derivative has been derived.

e) Units or shares of other undertakings for collective investment in transferable securities ("UCITS") and/or undertakings for collective investment ("UCI") will be valued at their last net asset value. Certain units or shares of other UCITS and/or UCI may be valued based on an estimate of the value provided by a reliable price provider independent from the target fund's investment manager or investment adviser (Estimated Pricing).

f) For money market instruments, the valuation price will be gradually adjusted to the redemption price, based on the net acquisition price and retaining the ensuing yield. In the event of a significant change in market conditions, the basis for the valuation of different investments will be brought into line with the new market yields.

For Sub-Funds that predominantly invest in money market instruments,

- securities with a residual maturity of less than twelve (12) months are valued in accordance with the ESMA guidelines for money market instruments;
- interest income earned by Sub-Funds up to and including the second valuation date following the Valuation Day concerned is included in the valuation of the assets of the Sub-Funds concerned.

The asset value per share on a given valuation date therefore includes projected interest earnings as at two Valuation Dates hence.

g) Securities, money market instruments, derivatives and other investments that are denominated in a currency other than the currency of account of the relevant Sub-Fund and which are not hedged by means of currency transactions are valued at the middle currency rate (midway between the bid and offer rate) obtained from external price providers.

h) Time deposits and fiduciary investments are valued at their nominal value plus accumulated interest.

i) The value of swap transactions is calculated by external service provider to the swap transaction and a second independent valuation is made available by another external service provider. The calculation is based on the net present value of all cash flows, both inflows and outflows. In some specific cases, internal calculations based on models and market data available from Bloomberg and/or broker statement valuations may be used. The valuation methods depend on the respective security and are determined pursuant to the Northern Trust Global Valuation Policy based on market value. This valuation method is recognised by the Board and is audited by the Fund's auditor.

The Fund is entitled to apply other appropriate valuation principles which have been determined by it in good faith and are generally accepted and verifiable by auditors to the Fund's assets as a whole or of an individual Sub-Fund if the above criteria are deemed impossible or inappropriate for accurately determining the value of the Sub-Funds concerned due to extraordinary circumstances or events.

**The Fund will undertake the allocation of assets and liabilities to the Sub-Funds, and the share classes, as follows:**

a) If several share classes have been issued for a Sub-Fund, all of the assets relating to each share class will be invested in accordance with the investment policy of that Sub-Fund.

b) The value of shares issued in each share class will be allocated in the books of the Fund to the Sub-Fund of this share class; the portion of the share class to be issued in the net assets of the relevant Sub-Fund will rise by this amount; receivables, liabilities, income and expenses allocable to this share class will be allocated in accordance with the provisions of this Section to this Sub-Fund.

c) Derivative assets will be allocated in the books of the Fund to the same Sub-Fund as the assets from which the related derivative assets have been derived and, with each revaluation of an asset, the increase or reduction in value will be allocated to the relevant Sub-Fund.

d) Liabilities in connection with an asset belonging to a particular Sub-Fund resulting from action in connection with this Sub-Fund will be allocated to this Sub-Fund.

If one of the Fund's assets or liabilities cannot be allocated to a particular Sub-Fund, such receivables or liabilities will be allocated to all of the Sub-Funds pro rata to the respective net asset value of the Sub-Funds, or on the basis of the net asset value of all share classes in the Sub-Fund, in accordance with the determination made in good faith by the Board. The assets of a Sub-Fund can only be used to offset the liabilities which the Sub-Fund concerned has assumed.

e) Distributions to the shareholders in a Sub-Fund or a share class reduce the net asset value of this Sub-Fund or of this share class by the amount of the distribution.

**For the purposes of this Section, the following terms and conditions apply:**

a) Shares of the Fund to be redeemed under Articles 8 and 9 of the Articles of Incorporation shall be treated as existing shares in circulation and taken into account until immediately after the time on the Valuation Date on which such valuation is made, as determined by the Board. From such time and until paid by the Fund, the redemption price shall be deemed to be a liability of the Fund;

b) Shares count as issued from the time of their valuation on the relevant Valuation Date on which such valuation is made, as determined by the Board. From such time and until payment received by the Fund, the issue price shall be deemed to be a debt due to the Fund;

c) Investment assets, cash and any other assets handled in a currency other than that in which the net asset value is denominated will be valued on the basis of the market and foreign exchange rates prevailing at the time of valuation.

d) If on any Valuation Day the Fund has contracted to:

- purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Fund and the value of the asset to be acquired shall be shown as an asset of the Fund;
- sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Fund and the asset to be delivered shall not be included in the assets of the Fund;
- provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Date, then its value shall be estimated by the Fund.

The net assets of the Fund are at any time equal to the total of the net assets of the various Sub-Funds.

The value of all assets and liabilities not expressed in the reference currency of a Sub-Fund will be converted into the reference currency of such Sub-Fund at the rate of exchange determined on the relevant Valuation Day in good faith by or under procedures established by the Board. The Board, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

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#### **ISSUE AND CONVERSION OF SHARES**

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Unless otherwise stated in Section I, the Board is authorised without limitation to allot and issue shares of any Sub-Fund. The Board is also authorised to fix a minimum subscription, redemption and conversion level, as well as a minimum holding for each Sub-Fund.

Subscriptions can be made for a number of shares or an amount of money, conversions and redemptions can only be made for a number of shares. The minimum initial and subsequent investment and minimum holding requirements, if any, are disclosed for each Sub-Fund under Section I. The applicable minimum subscription level and minimum subsequent subscription level may be waived or varied on a case-by-case basis, by the Fund or the person duly appointed by it.

The shares will be issued as non-certificated registered shares. Fractional entitlements to a share will be recognised to three decimal places. The Board reserves the right to issue share certificates in denominations of one or more shares, however fractions of shares, will not be issued in certificate form. Such fractional shares shall not be entitled

to vote but shall be entitled to participate in the net assets of the Fund respective the net proceeds from the termination of a Sub-Fund on a pro rata basis.

Subscription fees are disclosed for each Sub-Fund under Section I.

Investors are informed that the Board is entitled to take adequate measure in order to prevent practices known as **“Market-Timing”** in relation to investments in the Fund. The Board will also ensure that the relevant cut-off time for requests for subscription, redemption and conversion are strictly complied with and will therefore take adequate measures to prevent practices known as **“Late Trading”**. In the event of recourse to distributors, the Board will ensure that the distributor duly complies with the relevant cut-off-time.

The Board is entitled to reject requests for subscription and conversion in the event that it has knowledge or suspicions of the existence of such practices. In addition, the Board is authorized to take any further measures deemed appropriate to prevent the above mentioned practices, without prejudice however to the provisions under Luxembourg law.

#### *Initial subscription*

Details on the initial subscription period and prices of the shares for each Sub-Fund are described under Section I.

#### *Subsequent subscription*

After the closing of the initial offering period, shares will be issued at a price corresponding to the net asset value per share, plus a potential subscription fee to be determined for each Sub-Fund by reference to the net Asset Value (and as described under Section I). Any taxes, commissions and other fees incurred in the respective countries in which Fund shares are sold will also be charged.

#### *Subscription Procedures*

All subscriptions and redemption and conversion requests must be addressed to the distributor(s), as described for each Sub-Fund under Section I, or may be presented directly to the Central Administration Agent. The distributor(s) may appoint further distributors based in a Member State of the Financial Action Task Force on Money Laundering (FATF).

Duly completed and signed applications received by the Fund before the respective cut-off time as mentioned under the sub-fund particulars on a Valuation Day shall be settled at the issue price calculated for that Valuation Day.

Requests received after this cut-off-time will take effect on the following Valuation Day.

Applications shall be submitted for payment in the reference currency as defined for each Sub-Fund under Section I. The issue price is calculated in the relevant reference currency as defined for each Sub-Fund under Section I.

Payment must be received by the Depositary of the Fund at the latest three Business Days after the Valuation Day.

Distributors and sales agents of Fund units must respect the AML/CFT Regulations (as defined below under Section II, 19. “Prevention of money laundering and terrorist financing”).

The Fund at its discretion may accept subscriptions in kind, in whole or in part. However, in this case the investments in kind must be in accordance with the respective Sub-Fund’s investment policy and restrictions. In addition, these investments will be audited by the Fund’s appointed auditor. The related fees will be borne by the Investor.

Amongst others, subscribers must establish their identity with the distributors or the sales agent which collects their subscription. The distributors or the sales agent must request from subscribers the following identification documents: for individuals, certified copy of passport / identity card (certified by the distributors or the sales agent or by the local public authority); for corporations or other legal entities, certified copy of articles of incorporation, certified copy of Register of Commerce, copy of the latest annual accounts published, full identification of the beneficial owner, i.e. final shareholder.

Distributors must make sure that the sales agents are strictly observing the above identification procedure. The Central Administration Agent, the Management Company and the Fund may at any time request assurance for compliance from the distributors. The Central Administration Agent and the Management Company control the observance of the above mentioned rules for any subscription / redemption requests it receives from distributors or sales agents established in non-GAFI/FATF countries.

In addition, distributor and its appointed sales agents must also respect all rules regarding the prevention of money laundering in force in their respective country.

Without prejudice to the above, the Fund reserves the right to (a) refuse any request for subscription, (b) issue only new shares if in the interest of the existing shareholders and (c) repurchase outstanding shares held by investors who are not authorised to either buy or hold shares of the Fund.

The shares will be transferred to the investors concerned without delay upon payment of the full purchase price. They may be credited to the securities account of the shareholder's choice. Fractions will be issued.

The Fund may, in the course of its sales activities and at its discretion, cease issuing shares, refuse purchase applications and suspend or limit the sale of shares for specific periods or permanently to individuals or corporate bodies in particular countries or areas. The Fund may also at any time reclaim shares from shareholders who are excluded from the acquisition or ownership of Fund shares.

#### *Conversion of Shares*

Unless otherwise provided for each Sub-Fund under Section I, the shareholder of a Sub-Fund may convert some or all of his shares into shares of another Sub-Fund up to the countervalue of the shares presented for conversion, provided that the issue of shares by this Sub-Fund has not, been suspended.

The Fund calculates the number of shares to be allotted after conversion using the following formula:

$$A = [(B \times C) \times F] / (D + E)$$

- A = Number of the shares of the new Sub-Fund to be issued
- B = Number of shares of the existing Sub-Fund
- C = Net asset value per share of the existing Sub-Fund less any taxes, commissions or other fees
- D = Net Asset Value per share of the new Sub-Fund plus any taxes, commissions or other fees
- E = conversion fee, if any (as further described for each Sub-Fund in Section I)
- F = exchange rate of the reference currencies of the two Sub-Funds

The shareholder can request such a conversion by written conversion application indicating the number of shares and the Sub-Fund to be converted in.

The shares which have been converted shall be cancelled.

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#### **REDEMPTION OF SHARES**

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Applications for redemption must be received by the Fund before the respective cut-off time as mentioned under the sub-fund particulars on the Valuation Day.

They shall be settled at the redemption price calculated for that Valuation Day and shall be submitted for payment in the reference currency as defined for each Sub-Fund under Section I.

All redemption requests received by the Fund after the cut-off-time mentioned above will be settled at the redemption price calculated on the next Valuation Day.

The redemption price is based on the net asset value per share. Any taxes, commissions and other fees incurred in the respective countries in which Fund shares are sold will be charged. Since provision must be made for an adequate supply of liquidity in the Fund's assets, payment for Fund shares is effected under normal circumstances within three Business Days after the valuation day of the redemption price unless legal provisions, such as foreign

exchange controls or restrictions on capital movements, make it impossible to transfer the redemption amount to the country in which the redemption application was submitted.

On payment of the redemption price, the corresponding Sub-Fund's share ceases to be valid.

The Sub-Fund may at the discretion of the Board at the request of the investor accept redemptions in kind. In addition, these redemptions (1) must not have negative effect for the remaining investors and (2) will be audited by the Fund's appointed auditor. Redemptions in kind need to be agreed by the concerned investor.

The related fees will be borne by the Investor.

The Board can decide to compulsorily redeem investor's shares if it determines that the shares in the Sub-Fund are held by prohibited investors, in particular but not conclusively:

- US Persons;
- A person who does not provide the necessary information requested by the Fund or the Intermediary in order to comply with legal or regulatory rules as but not limited to FATCA provisions; or
- A person who is deemed to cause potential financial risk for the Fund.

#### **SUSPENSION OF THE NET ASSET VALUE CALCULATION AND OF THE ISSUE, CONVERSION AND REDEMPTION OF SHARES**

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The Fund may temporarily suspend calculation of the net asset value and hence the issue, conversion and redemption of shares for one or more Sub-Funds:

- a) during any period when any of the stock exchanges or other markets on which the valuation of a significant and substantial part of any of the investments of the Fund attributable to such Sub-Fund from time to time is based, or any of the foreign-exchange markets in whose currency the net asset value any of the investments of the Fund attributable to such Sub-Fund from time to time or a significant portion of them is denominated, are closed – except on customary bank holidays – or during which trading and dealing on any such market is suspended or restricted or if such markets are temporarily exposed to severe fluctuations, provided that such restriction or suspension affects the valuation of the investments of the Fund attributable to such Sub-Fund quoted thereon;
- b) during the existence of any state of affairs which constitutes an emergency in the opinion of the Board as a result of which disposal or valuation of assets owned by the Fund attributable to such Sub-Fund would be impracticable;
- c) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of such Sub-Fund or the current price or value on any stock exchange or other market in respect of the assets attributable to such Sub-Fund;
- d) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of shares of such Sub-Fund, 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, be effected at normal rates of exchange;
- e) if political, economic, military or other circumstances beyond the control or influence of the Fund make it impossible to access the Fund's assets under normal conditions without seriously harming the interests of the shareholders;
- f) when for any other reason, the prices of any investments owned by the Fund attributable to such Sub-Fund, cannot promptly or accurately be ascertained;
- g) upon the publication of a notice convening a general meeting of shareholders for the purpose of the liquidation of the Fund;
- h) to the extent that such suspension is justified by the necessity to protect the shareholders, upon publication of a notice convening a general meeting of shareholders for the purpose of the merger of the Fund or one or more of its Sub-Funds, or upon publication of a notice informing the shareholders of the decision of the Board to merge one or more Sub-Fund(s);
- i) when restrictions on foreign exchange transactions or other transfers of assets render the execution of the Fund's transactions impossible; or

j) in case of a feeder Sub-Fund, when the master UCITS temporarily suspends, on its own initiative or at the request of its competent authorities, the redemption, the reimbursement or the subscription of its units; in such a case the suspension of the calculation of the net asset value at the level of the feeder Sub-Fund will be for a duration identical to the duration of the suspension of the calculation of the net asset value at the level of the master UCITS.

The suspension of the calculation of the net asset value of any particular Sub-Fund shall have no effect on the determination of the net asset value per share or on the issue, redemption and conversion of shares of any Sub-Fund that is not suspended.

Any such suspension of the net asset value will be notified to investors having made an application for subscription, redemption or conversion of shares in the Sub-Fund(s) concerned and will be published if required by law or decided by the Board or its agent(s) at the appropriate time.

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#### 4. USE OF A BENCHMARK

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When calculating the performance fee payable to the Management Company, certain Sub-Funds are using benchmarks within the meaning of the 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, as may be amended or supplemented from time to time (the “**Benchmarks Regulation**”).

Therefore, the Fund has in place a written plan setting out actions, which will be taken with respect to the relevant Sub-Fund, in the event that any of the benchmarks listed in the table below materially changes or ceases to be provided (the “**Contingency Plan**”), as required by article 28(2) of the Benchmarks Regulation. Shareholders may access the Contingency Plan via the following website:

<https://www.purecapital.eu/legal.html>

The benchmarks listed in the table below are being provided by the entity specified next to the name of the relevant benchmark in the table below, in its capacity as administrator, as defined in the Benchmarks Regulation (each a “**Benchmark Administrator**”). The status of each Benchmark Administrator in relation to the register referred to in article 36 of the Benchmarks Regulation as of the date of this visa-stamped Prospectus is set out next to the name of the relevant Benchmark Administrator in the table below:

Benchmark(s)	Benchmark Administrator	Status of the Benchmark Administrator
Euro short-term rate (€STR)	European Central Bank	Exempted under article 2 (2) of the Benchmarks Regulation.

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#### 5. LIQUIDATION, TERMINATION AND MERGING OF THE FUND AND ITS SUB-FUNDS

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##### LIQUIDATION OF THE FUND

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The liquidation of the Fund will take place if the conditions stated in the 2010 Law apply. The Fund can be dissolved at any time by the general meeting of the shareholders in due observance of the legal conditions governing the quorum and necessary majority.

If the total net assets of the Fund fall below two thirds of the prescribed minimum capital, the Board must submit the question of the dissolution of the Fund to a general meeting for which no quorum shall be prescribed and which shall decide by simple majority of the shares represented at the meeting. If the total net assets of the Fund fall below one fourth of the prescribed minimum capital, the Board must submit the question of the dissolution of the Fund to a general meeting, the dissolution may be resolved by investors holding one fourth of the shares

represented at the meeting for which no quorum shall be prescribed. The meeting must be convened so that it is held within a period of 40 days as from the ascertainment that the net assets have fallen below two thirds or one fourth of the legal minimum as the case may be. Furthermore, the general meeting may decide to dissolve the Fund following the relevant articles of the Articles. Any decision or order of liquidation will be notified to the shareholders, and published in accordance with the 2010 Law.

If the Fund is dissolved, the liquidation shall be carried out by one or more liquidators to be designated by the general meeting which shall also determine their sphere of responsibility and remuneration. The liquidators shall realise the Fund's assets in the best interests of the shareholders and distribute the net proceeds from the liquidation of the Sub-Funds to the shareholders of said Sub-Funds in proportion to their respective holdings. Any liquidation proceeds which cannot be distributed to the shareholders shall be deposited with the "*Caisse de Consignation*" in Luxembourg until expiry of the prescription period, at present thirty years.

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#### LIQUIDATION OF SUB-FUNDS AND / OR SHARE CLASSES

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If the total value of the net assets of a Sub-Fund and/or a share class falls to a level that does not allow the Sub-Fund and/or share class to be managed in an economically reasonable way as well as in the course of a rationalisation the Board may demand the liquidation of that Sub-Fund and/or share class. The same also applies in cases where changes to the political or economic conditions justify such liquidation.

Up to the date upon which the decision takes effect, shareholders retain the right, free of charge, subject to the liquidation costs to be taken into account and subject to the guaranteed equal treatment of shareholders, to request the redemption of their shares. The Board may however determine a different procedure, in the interest of the shareholders of the Sub-Fund(s) and/or of the share classes of Sub-Fund(s).

The liquidation of a Sub-Fund and/or share class shall not involve the liquidation of another Sub-Fund and/or share class. Only the liquidation of the last remaining Sub-Fund of the Fund involves the liquidation of the Fund.

Regardless of the Board's rights, the general meeting of shareholders in a Sub-Fund and/or share class of a Sub-Fund may reduce the Fund's capital at the proposal of the Board by withdrawing shares issued by a Sub-Fund and refunding shareholders with the net asset value of their shares, taking into account actual realization prices of investments and realization expenses and any costs arising from the liquidation) calculated on the Valuation Day on which such decision shall take effect. The net asset value is calculated for the day on which the decision comes into force, taking into account the proceeds raised on disposing of the Sub-Fund's assets and any costs arising from this liquidation. No quorum (minimum presence of shareholders covering the capital represented) is required for a decision of this type. The decision can be made with a simple majority of the shares present or represented at the general meeting.

Shareholders in the relevant Sub-Fund and/or share class will be informed of the decision by the general meeting of shareholders to withdraw the shares or of the decision of the Board to liquidate the Sub-Fund and/or share class by means of a publication as required by law. In addition and if necessary in accordance with the statutory regulations of the countries in which shares in the Fund are sold, an announcement will then be made in the official publications of each individual country concerned.

The counter value of the net asset value of shares liquidated which have not been presented by shareholders for redemption will be deposited with the "*Caisse de Consignation*" in Luxembourg at the closure of the liquidation.

Each Sub-Fund of the Fund being a feeder Sub-Fund shall be liquidated, if its master UCITS is liquidated, divided into two or more UCITS or merged with another UCITS, unless the CSSF approves:

- a) the investment of at least 85% of the assets of the feeder Sub-Fund in units of another master UCITS; or
  - b) its conversion into a Sub-Fund which is not a feeder Sub-Fund.
- Without prejudice to specific provisions regarding compulsory liquidation, the liquidation of a Sub-Fund of the Fund being a master Sub-Fund shall take place no sooner than three (3) months after the master Sub-Fund has informed all of its shareholders and the CSSF of the binding decision to liquidate.

## MERGERS OF THE FUND OR OF SUB-FUNDS WITH ANOTHER UCITS OR OTHER SUB-FUNDS THEREOF; MERGERS OF ONE OR MORE SUB-FUNDS WITHIN THE FUND; DIVISION OF SUB-FUNDS

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"**Merger**" means an operation whereby:

- a) one or more UCITS or Sub-Funds thereof, the "**merging UCITS/ Sub-Fund**", on being dissolved without going into liquidation, transfer all of their assets and liabilities to another existing UCITS or a Sub-Fund thereof, the "**receiving UCITS**", in exchange for the issue to their shareholders of shares of the receiving UCITS and, if applicable, a cash payment not exceeding 10% of the net asset value of those shares;
- b) two or more UCITS or Sub-Funds thereof, the "**merging UCITS/ Sub-Fund**", on being dissolved without going into liquidation, transfer all of their assets and liabilities to a UCITS which they form or a Sub-Fund thereof, the "**receiving UCITS/ Sub-Fund**", in exchange for the issue to their shareholders of shares of the receiving UCITS and, if applicable, a cash payment not exceeding 10% of the net asset value of those shares;
- c) one or more UCITS or Sub-Funds thereof, the "**merging UCITS/ Sub-Fund**", which continue to exist until the liabilities have been discharged, transfer their net assets to another Sub-Fund of the same UCITS, to a UCITS which they form or to another existing UCITS or a Sub-Fund thereof, the "**receiving UCITS/ Sub-Fund**".

Mergers can be performed in accordance with the form, modalities and information requirements provided for by the 2010 Law; the legal consequences of mergers are governed by and described in the 2010 Law.

Under the same circumstances as provided in the previous Section, the Board may decide to reorganise a Sub-Fund and/or share class by means of a merger with another existing Sub-Fund and/or share class within the Fund or with another UCITS established in Luxembourg or in another Member-State or to another Sub-Fund and/or share class within such other UCITS (the "**new fund/Sub-Fund**") and to re-designate the shares of the relevant Sub-Fund or share class concerned as shares of another Sub-Fund and/or share class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described in the previous Section (and, in addition, the publication will contain information in relation to the new fund or Sub-Fund), at least thirty-five days before the date on which the merger becomes effective.

Under the same circumstances as provided in the previous Section, the Board may decide to reorganise a Sub-Fund and/or share class by means of a division into two or more Sub-Funds and/or share classes. Such decision will be published in the same manner as described herein (and, in addition, the publication will contain information about the two or more new Sub-Fund) at least thirty-five days before the date on which the division becomes effective. Where a Sub-Fund of the Fund has been established as a master Sub-Fund, no merger or division of shall become effective, unless the master Sub-Fund has provided all of its shareholders and the CSSF with the information required by law, by sixty days before the proposed effective date. Unless the CSSF or the competent authorities of the home Member State of the European Union (the "**Member State**") of the feeder-UCITS, as the case may be, have granted the feeder-UCITS approval to continue to be a feeder-UCITS of the master Sub-Fund resulting from the merger or division of such master Sub-Fund, the master Sub-Fund shall enable the feeder-UCITS to repurchase or redeem all shares in the master Sub-Fund before the merger or division becomes effective.

The shareholders of both, the merging and receiving Sub-Fund have the right to request, without any charge other than those retained by the Sub-Fund to meet disinvestment costs, the repurchase or redemption of their shares or, where possible, to convert them into shares of another Sub-Fund of the Fund with similar investment policy or shareholders may also convert their shares into another UCITS managed by the 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. This right shall become effective from the moment that the shareholders of the merging and those of the receiving Sub-Fund have been informed of the proposed merger and shall cease to exist five working days before the date for calculating the exchange ratio.

The Board may temporarily suspend the subscription, repurchase or redemption of shares, provided that any such suspension is justified for the protection of the shareholders.



If a Sub-Fund of the Fund is the receiving Sub-Fund, the entry into effect of the merger shall be made public through all appropriate means by the Fund and shall be notified to the CSSF and, where appropriate, to the competent authorities of the home Member States of the other UCITS involved in the merger.

Under the same circumstances as provided in the previous Section, the general meeting of shareholders of the Fund may decide with no quorum requirement and simple majority to merge the whole Fund with another UCITS established in Luxembourg or in another Member State or with any Sub-Fund thereof.

A merger which has taken in accordance with the provisions of the 2010 Law cannot be declared null and void.

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## 6. DIVIDEND POLICY

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The dividend policy of each of the Sub-Funds is further described under Section I.

The general meeting of shareholders of the respective Sub-Funds shall decide, at the proposal of the Board and after closing the annual accounts per Sub-Fund, whether and to what extent distributions are to be paid out of investment income and realised gains in the net asset value after deduction of all fees and expenses. The payment of distributions must not result in the net asset value of the Fund falling below the minimum capital amount prescribed by law.

Entitlements to distributions and allocations not claimed within five (5) years of the due date shall be forfeited and the corresponding assets returned to the respective Sub-Fund. If the Sub-Fund in question has already been liquidated, the distributions and allocations will accrue to the remaining Sub-Funds of the same Fund in proportion to their respective net assets. At the proposal of the Board, the general meeting of shareholders of a specific Sub-Fund may decide to issue bonus shares as part of the distribution of net investment income and capital gains.

An income equalisation amount will be calculated so that the distribution corresponds to the actual income entitlement.

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## 7. DEPOSITARY

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UBS Europe SE, Luxembourg Branch, has been appointed as depositary of the Fund (the “**Depositary**”). The Depositary will also provide paying agent services to the Fund.

The Depositary is a Luxembourg established branch of UBS Europe SE, a European Company (*Societas Europaea*), having its registered office in Frankfurt am Main, Germany, registered with the German Trade Register under number HRB 107046. UBS Europe SE, Luxembourg Branch has its place of business at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Register of Commerce and Companies under number B 209.123. The Depositary has been appointed for the safe-keeping of financial instruments that can be held in custody, for the record keeping and verification of ownership of other assets of the Fund as well as to ensure for the effective and proper monitoring of the Fund’s cash flows in accordance with the provisions of the Law of 2010 and the Depositary Agreement. Assets held in custody by the Depositary shall not be reused by the Depositary, or any third party to which the custody function has been delegated, for their own account, unless such reuse is expressly allowed by the Law of 2010.

In addition, the Depositary shall also ensure that (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (ii) the value of the Shares is calculated in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (iii) the instructions of the Management Company or the Fund are carried out, unless they conflict with applicable Luxembourg law, the Prospectus and/or the Articles of Incorporation, (iv) in transactions involving the Fund’s assets any consideration is remitted to the Fund within the usual time limits, and (v) the Fund’s incomes are applied in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation.

In compliance with the provisions of the Depositary Agreement and the Law of 2010, the Depositary may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safe-keeping duties in

relation to financial instruments that can be held in custody, duly entrusted to the Depositary for custody purposes, and/or all or part of its duties regarding the record keeping and verification of ownership of other assets of the Fund to one or more sub-custodian(s) (including any affiliates of UBS AG), as they are appointed by the Depositary from time to time.

Prior to the appointment of any sub-custodian and sub-delegate and on an ongoing basis based on applicable laws and regulations as well as its conflict of interests policy the Depositary shall assess potential conflicts of interests that may arise from the delegation of its safekeeping functions. The Depositary is part of the UBS Group, a worldwide, full-service private banking, investment banking, asset management and financial services organization which is a major participant in the global financial markets. As such, potential conflicts of interest from the delegation of its safekeeping functions could arise as the Depositary and its affiliates are active in various business activities and may have differing direct or indirect interests. Investors may obtain additional information free of charge by addressing their request in writing to the Depositary.

Irrespective of whether a given sub-custodian or sub-delegate is part of the UBS Group or not, the Depositary will exercise the same level of due skill, care and diligence both in relation to the selection and appointment as well as in the on-going monitoring of the relevant sub-custodian or sub-delegate. Furthermore, the conditions of any appointment of a sub-custodian or sub-delegate that is member of the UBS Group will be negotiated at arm's length in order to ensure the interests of the Fund and its Shareholders. Should a conflict of interest occur and in case such conflict of interest cannot be mitigated, such conflict of interest as well as the decisions taken will be disclosed to Shareholders. An up-to-date description of any safekeeping functions delegated by the Depositary and an up-to-date list of these delegates and sub-delegate(s) can be found on the following webpage: <https://www.ubs.com/global/en/legalinfo2/luxembourg.html>.

Where the law of a third country requires that financial instruments are held in custody by a local entity and no local entity satisfies the delegation requirements of article 34bis, paragraph 3, lit. b) i) of the Law of 2010, the Depositary may delegate its functions to such local entity to the extent required by the law of that third country for as long as there are no local entities satisfying the aforementioned requirements. In order to ensure that its tasks are only delegated to sub-custodians providing an adequate standard of protection, the Depositary has to exercise all due skill, care and diligence as required by the Law of 2010 in the selection and the appointment of any sub-custodian to whom it intends to delegate parts of its tasks and has to continue to exercise all due skill, care and diligence in the periodic review and ongoing monitoring of any sub-custodian to which it has delegated parts of its tasks as well as of any arrangements of the sub-custodian in respect of the matters delegated to it. In particular, any delegation is only possible when the sub-custodian at all times during the performance of the tasks delegated to it segregates the assets of the Fund from the Depositary's own assets and from assets belonging to the sub-custodian in accordance with the Law of 2010. The Depositary's liability shall not be affected by any such delegation, unless otherwise stipulated in the Law of 2010 and/or the Depositary Agreement.

The Depositary is liable to the Fund or its Shareholders for the loss of a financial instrument held in custody within the meaning of article 35 (1) of the Law of 2010 and article 12 of the Commission Delegated Regulation (EU) 2016/438 of 17 December 2015 supplementing the UCITS Directive with regard to obligations of depositaries (the **"Fund Custodial Assets"**) by the Depositary and/or a sub-custodian (the **"Loss of a Fund Custodial Asset"**).

In accordance with article 35(1) of the Law of 2010, in case of Loss of a Fund Custodial Asset, the Depositary has to return a financial instrument of an identical type or the corresponding amount to the Fund without undue delay. In accordance with the provisions of the Law of 2010, the Depositary, however, will not be liable for the Loss of a Fund Custodial Asset, if such Loss of a Fund Custodial Asset 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 shall also be liable to the Fund and to the shareholders for all other direct losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its duties in accordance with the 2010 Law.

The Fund and the Depositary may terminate the Depositary Agreement at any time by giving three (3) months' notice by registered letter. 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. In case no new depositary is appointed before the expiry of the notice period, the Depositary shall take all necessary steps to ensure good preservation of the interests of the Fund investors, including the obligation to maintain or open all the accounts necessary for the safekeeping of the different assets of the Fund until the closure of the liquidation of the Fund.

The Depositary is entitled to receive out of the net assets of the Fund a remuneration for its services performed for the account of the Fund, as agreed in the Depositary Agreement. In addition, the Depositary is entitled to be reimbursed by the Fund for its reasonable out-of-pocket expenses and disbursements including, but not limited to, taxes, duties, charges and broker fees, whether existing now or imposed in the future and which are paid by the Depositary or for which the Depositary may be held liable and for the charges of any correspondents.

The Depositary is not involved, directly or indirectly, with the business affairs, organization or management of the Fund and is not responsible for the content of this document and thus accepts no responsibility for the accuracy of any information contained herein or the validity of the structure and investments of the Fund. The Depositary has no decision-making discretion nor any advice duty relating to the Fund's investments and is prohibited from meddling in the management of the Fund's investments. The Depositary does not have any investment decision-making role in relation to the Fund.

Information about outsourcing and potential processing of investors' data by the Depositary may be found at <https://www.ubs.com/lu/en/wealth-management/about-us/europe-se.html>.

### **Conflicts of Interest**

The Board, the Management Company the Depositary, the Administrator and the other service providers of the Fund, and/or their respective affiliates, members, employees or any person connected with them may be subject to various conflicts of interest in their relationships with the Fund.

The Administrator and the Depositary have adopted and implemented a conflicts of interest policy and have made appropriate organisational and administrative arrangements to identify and manage conflicts of interests so as to minimise the risk of the Fund's interests being prejudiced, and if they cannot be avoided, ensure that the Fund's investors are treated fairly.

The Depositary is part of the UBS Group (the "**Affiliated Person**").

The Affiliated Person is a worldwide, full-service private banking, investment banking, asset management and financial services organization and a major participant in the global financial markets. As such, the Affiliated Person is active in various business activities and may have other direct or indirect interests in the financial markets in which the Fund invests.

The Affiliated Person including its subsidiaries and branches may act as counterparty and in respect of financial derivative contracts entered into by the Fund. A potential conflict may further arise as the Depositary is related to a legal entity of the Affiliated Person which provides other products or services to the Fund.

In the conduct of its business, the Affiliated Person's policy is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interests of the Affiliated Persons' various business activities and the Fund or its investors. The Affiliated Person strives to manage any conflicts in a manner consistent with the highest standards of integrity and fair dealing. For this purpose, the Affiliated Person has implemented procedures that shall ensure that any business activities involving a conflict which may harm the interests of the Fund or its investors, are carried out with an appropriate level of independence and that any conflicts are resolved fairly.

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## **8. CENTRAL ADMINISTRATION AGENT**

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Northern Trust Global Services SE, having its registered address at 10, rue du Château d'Eau, L-3364 Leudelange, Grand Duchy of Luxembourg, is the central administration agent of the Fund (the "**Central Administration Agent**"). In accordance with the agreement concluded between the Management Company, the Fund and the Central Administration Agent (the "**Administration Agreement**"), the Management Company has delegated under its control and responsibility its central administration to the latter. The Central Administration Agent is responsible for the general administrative duties involved in managing the Fund and prescribed by Luxembourg law. Under the terms of the Administration Agreement, the Central Administration Agent will carry out all general administrative duties related to the administration of the Fund required by Luxembourg law, namely (i) calculate the Net Asset Value per Share, maintain the accounting records of the Fund and perform accounting services; (ii) perform the registrar services such as the maintenance of books and records of the Fund as well as process all subscriptions, redemptions, conversions, and transfers of Shares, and register these transactions in the register of shareholders

and (iii) perform the client communication services such as disseminating distribution notices and distributing audited financial statements to shareholders. In addition, as registrar and transfer agent of the Fund, the Central Administration Agent may also be responsible for collecting the required information and performing verifications on investors to comply with the applicable AML/CFT Regulations (as defined below under Section II, 19. “Prevention of money laundering and terrorist financing”).

The Central Administration Agent is entitled to charge commission in line with the scale of fees customarily applied at the financial centre of Luxembourg.

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#### 9. DOMICILIATION AGENT

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Pure Capital S.A., having its registered address at 2, rue d'Arlon L-8399 Windhof, Grand Duchy of Luxembourg, has been appointed by the Fund, to act also as the domiciliation agent of the Fund (the “**Domiciliation Agent**”) pursuant to the domiciliation agreement (the “**Domiciliation Agreement**”).

In accordance with the Domiciliation Agreement, the Management Company is responsible for the general domiciliary functions required by Luxembourg law, including providing a registered office, retaining all books and records of the Fund and making such books and records available for inspection by the Shareholders as required.

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#### 10. INVESTMENT MANAGERS, INVESTMENT ADVISORS

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

In the performance of its duties, the Management Company may be assisted by investment manager(s) and investment advisor(s), for each Sub-Fund, according to their respective investment policy and objectives.

The Management Company may delegate to different investment managers with regard to the investment management of the Sub-Funds. The investment management comprises the active management of the Sub-Fund's assets and the ongoing monitoring and adjusting of investments. The mandate is executed under supervision and responsibility of the Management Company.

Furthermore, the Management Company may appoint investment advisors with regard to investment recommendations, for instance, relating to the asset allocation between the permitted investment instruments.

The commission to which they are entitled are paid out of the Management Company Fee.

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#### 11. GLOBAL DISTRIBUTOR

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The Management Company may, with the consent of the Fund, appoint a global distributor (the “**Global Distributor**”) for the distribution of the Shares of the Fund.

The Global Distributor (if any) has overall responsibility for the distribution of the Shares in respect of each and all Classes and Sub-Funds. The Global Distributor ensures to have the appropriate licence(s) prior to engaging in any distribution or marketing activity and will be paid out of the Management Company Fee. The Global Distributor may collect subscription, redemption and conversion orders for the Shares and forward the required information to the Central Administration Agent, acting in its capacity as registrar and transfer agent of the Fund.

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## 12. TAXATION

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### ***Taxation of the Fund***

According to the laws and practice currently in force in the Grand Duchy of Luxembourg, the Fund is not liable to any Luxembourg tax on withholding, income, capital gains or wealth taxes. The Fund is, however, liable in Luxembourg to a tax of 0.05 per cent per annum ("*taxe d'abonnement*") of its net asset value, such tax being payable quarterly on the basis of the value of the net assets of the Fund at the end of the relevant calendar quarter or 0.01 per cent per annum for the Classes of shares dedicated to institutional investor as defined from time to time by the Luxembourg laws and regulations.

### ***EU tax considerations for individuals resident in the EU or in certain third countries or dependent or associated territories – Common Reporting Standard***

Capitalized terms used in this section should have the meaning as set forth in the CRS Law, (as defined below) unless provided otherwise herein.

The Fund may be subject to the Standard for Automatic Exchange of Financial Account Information in Tax matters and its Common Reporting Standard as set out in the Luxembourg law dated 18 December 2015 implementing the CRS in Luxembourg (the "**CRS Law**").

Under the terms of the CRS Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution. As such, as of 30 June 2017 and without prejudice to other applicable data protection provisions as set out in the Fund documentation, the Fund will be required to annually report to the Luxembourg tax authorities personal and financial information related, inter alia, to the identification of, holdings by and payments made to (i) certain shareholders as per the CRS Law (the "**Reportable Persons**") and (ii) Controlling Persons of certain non-financial entities ("**NFEs**") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the "**Information**"), will include personal data related to the Reportable Persons.

The Fund's ability to satisfy its reporting obligations under the CRS Law will depend on each shareholder providing the Fund with the Information, along with the required supporting documentary evidence. In this context, the shareholders are hereby informed that, as data controller, the Fund will process the Information for the purposes as set out in the CRS Law. The shareholders undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Fund.

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

Similarly, the shareholders undertake to inform the Fund within thirty (30) calendar days of receipt of these statements should any included personal data be not accurate. The shareholders further undertake to immediately inform the Fund of, and provide the Fund with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Any shareholder that fails to comply with the Fund's Information or documentation requests may be held liable for penalties imposed on the Fund as a result of such shareholder's failure to provide the Information or subject to disclosure of the Information by the Fund to the Luxembourg tax authorities.

### ***Foreign Account Tax Compliance Act ("FATCA") Requirements***

FATCA provisions generally impose a reporting to the U.S. Internal Revenue Service of U.S. persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities. Failure to provide the requested information will lead to a 30% withholding tax applying to certain U.S. source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends.

The basic terms of FATCA currently appear to include the Fund as a “Foreign Financial Institution” (“FFI”), such that in order to comply, the Fund may require all Shareholders to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above mentioned legislation.

Despite anything else herein contained and as far as permitted by Luxembourg law, the Fund shall have the right to:

- Withhold any taxes or similar charges that it is legally required to withhold, whether by law or otherwise, in respect of any shareholding in the Fund;
- Require any Shareholder or beneficial owner of the Shares to promptly furnish such personal data as may be required by the Fund in its discretion in order to comply with any law and/or to promptly determine the amount of withholding to be retained;
- Divulge any such personal information to any tax or regulatory authority, as may be required by law or such authority,
- Withhold the payment of any dividend or redemption proceeds to a Shareholder until the Fund holds sufficient information to enable it to determine the correct amount to be withheld.

All prospective investors and Shareholders should consult with their own tax advisors regarding the possible implications of FATCA on their investment in the Fund.

#### ***Eligibility criteria of investors in the Fund***

The Fund has elected to qualify as collective investment vehicle with regards to the intergovernmental agreement of model 1 (“**Model 1 IGA**”) that Luxembourg has entered into with the United States (“**Luxembourg IGA**”). This implies certain obligations and restrictions on prospective and existing shareholders of the Fund as detailed hereafter.

To prevent the Fund from incurring any liability or taxation or suffering any other disadvantage or constraint arising from FATCA, Shares of the Fund, in its own discretion, may only be offered to, sold to, transferred to or held by eligible Shareholders. Eligible Shareholders are (i) exempt beneficial owners as defined under FATCA or under the applicable Model 1 IGA (ii) Active NFFEs (as defined in the Luxembourg IGA), (iii) U.S. Persons that are not Specified U.S. Persons (as defined in the Luxembourg IGA), (iv) FFI that do not qualify as nonparticipating FFI (a nonparticipating FFI (“**NPFFI**”) means a FFI that is a nonparticipating FFI established in a non-Model 1 IGA country or a FFI established in a Model I IGA country that is considered by the United States as a NPFFI).

For the avoidance of doubt, individuals and Passive NFFEs (as defined in the Luxembourg IGA) will be accepted as Shareholders only provided that they subscribe through a FFI that does not qualify as NPFFI.

In case the Fund identifies that a Shareholder does not qualify as an eligible Shareholder, the Fund will take any action that the Fund deems necessary in order to comply with its obligations under FATCA.

Such action also includes the compulsory redemption of the Shares held by the relevant Shareholder.

#### ***US Foreign Account Tax Compliance Requirements (“FATCA”) Risk***

Due to the complexity of FATCA rules and as the rules governing their implementation for Luxembourg funds are still uncertain, at this time, it is not possible for the Fund to accurately assess the extent of the requirements that FATCA provisions will place upon it.

The Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of the 30% withholding tax, however, 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 may be materially affected.

The Fund and/or its shareholders may also be indirectly affected by the fact that a non U.S. financial entity does not comply with FATCA regulations even if the Fund satisfies with its own FATCA obligations.

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### 13. CHARGES AND EXPENSES

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The Fund will pay:

- A Transaction Fee as being as further determined under the respective Sub-Fund's section to remunerate the Management Company for the costs of the investment transactions;
- Service fees to the Management Company, the Depositary and the Central Administration Agent as further determined under the Sub-Fund particulars of the respective Sub-Funds;
- Performance fees paid to the Management Company;
- Costs for the calculation of the performance fees;
- To assist the Management Company in the pursuit of the investment strategies and objectives of a Sub-Fund, the Management Company and the Fund may establish a research payment mechanism in respect of Sub-Fund in order to provide for the payment of research-related fees which are not funded by the Management Company in accordance with the terms of its appointment. The Management Company paying for investment research may use a research payment account to pay for investment research within the meaning of Commission Delegated Directive (EU) 2017/593 of 7 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council (MiFID II). The European research providers that are MiFID firms will be obliged to price their research services separately from their execution services. If a Sub-Fund will be charged investment research fees, this cost will be described in more detail in the relevant Sub-Fund Section;
- Customary brokerage fees, commissions, handling fees and other charges of banks including the Depositary, brokers, exchanges and regulatory fees related to securities trading and settlement and similar transactions;
- Costs for extraordinary measures carried out in the interests of the shareholders, such as expert opinions and legal proceedings, etc.;
- Minimum administration fees of the Management Company, the Central Administration Agent, the Depositary or the investment advisers (if any) of the Sub-Funds as further determined under the Sub-Fund particulars of the respective Sub-Funds under this Fund;
- The directors' fees or expenses of the Directors to the Fund and the fees for the Directors insurance;
- All expenses incurred by the relevant Sub-Funds which will include but not be limited to: all taxes which are levied on the net assets and the income of the Fund, particularly the "*taxe d'abonnement*";
- The reasonable disbursements and out-of-pocket expenses including without limitation telephone, telex, cable and postage expenses incurred by the Depositary and other service providers and any custody charges of banks and financial institutions to whom custody of assets of the Fund is entrusted;
- Usual banking fees due on transactions involving securities or other assets (including derivatives) held in the portfolio of the Fund (such fees to be included in the acquisition price and to be deducted from the selling price);
- Legal expenses incurred by the Fund or the Service Providers while acting in the interests of the Shareholders;
- The cost and expenses of preparing and/or filing and printing the Articles and all other documents concerning the Fund (in such languages as are necessary), including registration statements, prospectuses, the PRIIPs KID and explanatory memoranda with all authorities (including local securities dealers' associations) having jurisdiction over the Fund or the offering of Shares of the Fund;
- The cost of preparing, in such languages as are necessary for the benefit of the Shareholders (including the beneficial holders of the Shares), and distributing annual and semi-annual reports and such other reports or documents as may be required under applicable laws or regulations;
- The cost of the correspondent banks, listing agents, information agents, paying agents, tax consultants, information agents, local representatives and all other agents that might be reasonably appointed in order to achieve and maintain the registration of the Sub-Funds in the different distribution countries;
- The cost of accounting, bookkeeping and calculating the Net Asset Value and the registration costs in general;
- The cost of preparing and distributing notices to the Shareholders; a reasonable share of the cost of promoting the Fund, as determined in good faith by the Fund, including marketing and advertising expenses. The Board will decide year by year the costs incurred with the admission and the maintenance of the Shares on the stock exchanges on which they are listed (if listed);
- The costs of service providers for risk management and investment restriction control data delivery. For the avoidance of doubt such cost may include, risk management systems, pricing services and tools provided by third parties service provider;
- The costs incurred for the share class administration and the calculation of tax figures in distribution countries;
- Costs for domiciliation and corporate services;

- Costs for delivering of information, key performance indicators and data delivery to the conducting persons of the management company in order to enable them to control the delegated functions and service providers of the Fund.

The Fund may accrue in its accounts of administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

The expenditure involved in the initial launching and marketing of the Fund, which is estimated to amount to EUR 100.000.-, as well as the cost of launching new Sub-Funds and other extraordinary expenses may be written off over a period of up to five (5) years. The costs of launching new Sub-Funds will be written off only by the respective Sub-Fund. The expenditure involved in establishing the Fund still outstanding may only be written off by the Sub-Funds launched at the same time as the Fund was established.

Fees and expenses that cannot be attributed to one single Sub-Fund will either be ascribed to all Sub-Funds on an equal basis or will be prorated on basis of the net asset value of each Sub-Fund, if the amount and cause justify doing so.

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#### **14. INFORMATION AVAILABLE TO SHAREHOLDERS AND COMPLAINTS HANDLING**

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The audited annual report will be made available to shareholders free of charge at the registered office of the Fund within four (4) months of the end of the financial year. The annual report includes reports on the Fund in general and on the individual Sub-Funds. Un-audited semi-annual reports of the Sub-Funds will be made available at the same places as the annual reports within two (2) months of the end of the period to which they refer.

Other information on the Fund, as well as on the net asset value, the issue, conversion and redemption prices of the Fund's shares may be obtained on any day which is open for business at the administrative address of the Fund and at the registered office of the Depositary.

Copies of the Articles may be obtained at the registered office of the Fund. Material provisions of the agreements referred to in this prospectus may be inspected during usual business hours on any day which is open for business in Luxembourg at the registered office of the Fund.

In addition, the Articles, the sales prospectus as well as the latest annual and semi-annual reports are available free of charge from the Depositary. The issue and redemption prices as well as any documents mentioned above may also be obtained there.

The PRIIPs KID is published on the website of Pure Capital S.A. Furthermore the PRIIPs KID will be supplied to shareholders on request and free of charge.

Complaints of shareholders may be filed with the Management Company, the Depositary and any paying agent or distributor. Complaints will be dealt with properly in a timely manner.

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#### **15. INVESTMENT GUIDELINES**

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##### **INVESTMENT RESTRICTIONS**

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The Fund's investments shall be subject to the following guidelines:

##### **(1) Investment Instruments**

(A) In line with the investment policy of the respective Sub-Funds, the assets of the individual Sub-Funds must consist of:

- (a) transferable securities and money market instruments admitted to or dealt in on a regulated market, as defined in Article 4 point 1 (14) of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004;



- (b) transferable securities and money market instruments dealt in on another regulated market in a Member State which operates regularly and is recognised and open to the public;
- (c) transferable securities and money market instruments admitted to official listing on a stock exchange in a non-Member State or dealt in on another regulated market in a non-Member State of the European Union which operates regularly and is recognised and open to the public, provided that the choice of the stock exchange or the market being located within any European, American, Asian, African, Australasian or Oceania country;
- (d) 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 a stock exchange or to another regulated market referred to under paragraphs (a) to (c) above;
  - such admission is secured within one (1) year of issue;
- (e) units of UCITS authorised according to Directive 2009/65/EC and / or other UCIs within the meaning of Article 1, paragraph (2) points a) and b) of Directive 2009/65/EC, whether or not established in a Member State, provided that:
  - such other UCI are authorised under laws which provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured;
  - the level of guaranteed protection for unit-holders in such other UCIs is equivalent to that provided for unit-holders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC;
  - the business of the other UCI is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period;
  - no more than 10% of the assets of the UCITS or the other UCIs, whose acquisition is contemplated, can, according to its respective prospectus, its management regulations or articles of incorporation, be invested in aggregate in units of other UCITS or other UCIs;

Each Sub-Fund may also acquire shares of another Sub-Fund subject to the provisions of point (2) (C) here below.

- (f) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (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 non-Member State, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in Community law;
- (g) financial derivative instruments, including equivalent cash-settled instruments, dealt in on a regulated market referred to in sub-paragraphs a), b) and c); and / or financial derivative instruments dealt in over-the-counter ("OTC derivatives"), provided that
  - the underlying consists of instruments covered by A), financial indices, interest rates, foreign exchange rates or currencies, in which the Fund may invest according to its investment objectives as stated in the Fund's Articles,
  - the counter-parties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF, and
  - 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 market value at the Fund's initiative;
- (h) money market instruments other than those dealt in on a regulated market and referred to in the 2010 Law, if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that these instruments are:
  - issued or guaranteed by a central, regional or local authority, a central bank of a Member State, the European Central Bank, the European Union or the European Investment Bank, a non-Member State or, in the 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 regulated markets referred to in sub-paragraphs a), b) or c), or

- issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by Community law or by an establishment which is subject to and comply with prudential rules considered by the CSSF to be at least as stringent as those laid down by Community law, or
- issued by other bodies belonging to the categories approved by the CSSF 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 ten million euros (EUR 10,000,000.-) and which presents and publishes its annual accounts in accordance with Fourth 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.

(B) However, each Sub-Fund:

- (a) may invest no more than 10% of its net assets in transferable securities or money market instruments other than those referred to in (1) (A) a), b), c), d), f), g) h) above, or
- (b) may invest no more than 10% of its net assets in debt instruments which are treated, because of their characteristics, as equivalent to transferable securities and money market instruments and which are, inter alia, transferable, liquid and have a value which can be accurately determined on each Valuation Day;

The total of investments referred to (a) and (b) may not under any circumstances amount to more than 10% of each Sub-Fund's net assets.

The Fund and / or each Sub-Fund:

- (a) may acquire movable and immovable property which is essential for the direct pursuit of its business;
- (b) may not acquire either precious metals or certificates representing them;
- (c) may hold ancillary liquid assets.

## **(2) Risk Diversification**

- (A) In accordance with the principle of risk diversification as determined under Art 45 of the 2010 law, each Sub-Fund will invest no more than 10% of its net assets in transferable securities or money market instruments issued by the same issuing body. Each Sub-Fund may not invest more than 20% of its assets in deposits made with the same body.

The risk exposure to a counterparty of each Sub-Fund in an OTC derivative transaction may not exceed 10% of its net assets when the counterparty is a credit institution referred to in (1) (A) f), or 5% of its net assets in the other cases.

Moreover, the total value of the transferable securities and money market instruments held by the Sub-Fund in the issuing bodies in each of which it invests more than 5% of its net assets must not exceed 40% of the value of its net assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.

Notwithstanding the limits laid down in the first paragraph of (2), the Sub-Fund shall not combine, where this would lead to investing more than 20% of its assets in a single body, any of the following:

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

(B) The following exceptions can be made:

- (a) The aforementioned limit of 10% can be raised to a maximum of 25% for certain bonds if they are issued by credit institution whose registered office is situated in a Member State and which is subject, by virtue of law, to particular public supervision for the purpose of protecting the holders of such bonds. In particular, the amounts resulting from the issue of such bonds must be invested, pursuant to the 2010 Law in assets which, during the whole period of validity of such bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used for the repayment of the principal and payment of the accrued interest. If the Sub-Fund invests more than 5% of its net assets in bonds as referred to above and issued by the same issuer, the total value of such investments may not exceed 80% of the value of the Sub-Fund's net assets.

- (b) The aforementioned limit of 10% can be raised to a maximum of 35% for transferable securities or money market instruments issued or guaranteed by a Member State, by its local authorities, by a non-Member State or by public international bodies of which one or more Member States are members.

The transferable securities referred to in exceptions (a) and (b) are not included in the calculation of the limit of 40% laid down above.

The limits stated under (A) and (B), above, may not be combined and, accordingly, investments in transferable securities or money market instruments issued by the same body or in deposits or derivatives instruments made with this body in accordance with (A) and (B), may not, in any event, exceed a total of 35% of the Sub-Fund's net assets.

Companies which are included in the same group for the purposes 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 the present section "Risk Diversification".

The Fund may invest in aggregate up to 20% of its assets in transferable securities and money market instruments with the same group.

**Notwithstanding what is provided for under (A) and (B), above, a Sub-Fund may invest up to 100% of its net assets in accordance with the principle of risk spreading, in different transferable securities and / or money market instruments issued or guaranteed by a Member State, by its local authorities, by an OECD Member State or by public international bodies of which one or more Member States are members, provided that the Sub-Fund holds securities and / or money market instruments from at least six different issues and securities and / or money market instruments from one issue do not account for more than 30% of its total net assets.**

- (c) Each Sub-Fund may also subscribe for, acquire and/or hold shares issued or to be issued by one or more other Sub-Funds of the Fund subject to additional requirements which may be specified in Section I, if:

(i) the target Sub-Fund does not, in turn, invest in the Sub-Fund invested in this target Sub-Fund; and

(ii) no more than 10% of the assets of the target Sub-Funds whose acquisition is contemplated may be invested in aggregate in shares of other Sub-Funds of the Fund; and

(iii) voting rights, if any, attaching to the relevant securities are suspended for as long as they are held by the Sub-Fund concerned; and

(iv) in any event, for as long as these securities are held by the relevant Sub-Fund, their value will not be taken into consideration for the purposes of verifying the minimum threshold of the net assets imposed by the 2010 Law; and

(v) there is no duplication of management/subscription or redemption fees between those at the level of the Sub-Fund having invested in the target Sub-Fund, and this target Sub-Fund.

### **(3) Specific Rules for Master / Feeder structures**

- (A) A feeder Sub-Fund is a Sub-Fund of the Fund, which has been approved to invest, by way of derogation from article 2, paragraph (2), first indent of the 2010 Law, at least 85% of its assets in units of another UCITS or Sub-Fund thereof (hereafter referred to as the "**master UCITS**").

- (B) A feeder Sub-Fund may hold up to 15% of its assets in one or more of the following:

a) ancillary liquid assets in accordance point (1) last paragraph above;

b) financial derivative instruments, which may be used only for hedging purposes, in accordance with point (1) paragraph (g) above and Article 42, paragraphs (2) and (3) of the 2010 Law;

c) movable and immovable property which is essential for the direct pursuit of its business.

- (C) For the purposes of compliance with Article 42, paragraph (3) of the 2010 Law, the feeder Sub-Fund shall calculate its global exposure related to financial derivative instruments by combining its own direct exposure under point (3) (B) b) above, with:

a) either the master UCITS' actual exposure to financial derivative instruments in proportion to the feeder Sub-Fund's investment into the master UCITS;

b) or the master UCITS' potential maximum global exposure to financial derivative instruments provided for in the master UCITS management regulations or instruments of incorporation in proportion to the feeder Sub-Fund's investment into the master UCITS.

(D) A master UCITS is a UCITS, or a Sub-Fund thereof, which:

- a) has, among its shareholders, at least one feeder UCITS;
- b) is not itself a feeder UCITS; and
- c) does not hold units of a feeder UCITS.

(E) If a master UCITS has at least two feeder UCITS as shareholders, article 2, paragraph (2), first indent and Article 3, second indent of the 2010 Law shall not apply.

#### **(4) Investment Restrictions**

(A) The Fund may acquire the units of UCITS and / or other UCIs referred to in (1) (A) e), provided that no more than 20% of its net assets are invested in a single UCITS or other UCI. For the purposes of applying this investment limit, each Sub-Fund of a UCI with multiple Sub-Funds, within the meaning of Article 181 of the 2010 Law, shall be considered as a separate entity, provided that the principle of segregation of commitments of the different Sub-Funds is ensured in relation to third parties.

- (a) Investments made in units of UCI other than UCITS may not exceed, in aggregate, 30% of the net assets of the Fund. When the Fund has acquired units of UCITS and / or other UCIs, the assets of the respective UCITS or other UCI do not have to be combined in the view of the limits laid down under paragraph (2) Risk Diversification;
- (b) When the Fund invests in the units of other UCITS and / or other UCIs that are managed, directly or by delegation, by the same management company or by any other company to 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 UCITS's investment in the units of other UCITS and / or other UCI;
- (c) In the case a Sub-Fund invests into other investment funds, these investments may entail duplication or even a multiplication of certain fees and expenses for the shareholders for instance the commissions for the Depositary and the Central Administration Agent, management / advisory fees and issue / redemption fees on the level of the invested investment fund. The Sub-Fund is prohibited from charging a subscription or redemption fee on account of the Sub-Fund of other investment funds of the investment managers group.

(B) The Fund will not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

(C) The Fund may not acquire more than 10% of non-voting shares of the same issuer, more than 10% of the debt securities issued by the same issuer or more than 25% of the units of the same UCITS or UCI or more than 10% of the money market instruments of the same issuer.

The limits under (B) and (C) are waived as to:

- transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
- transferable securities and money market instruments issued or guaranteed by a non-Member State; transferable securities and money market instruments issued by public international bodies of which one or more Member States are members;
- shares held in the capital of a company incorporated in a non-Member State and investing its assets mainly in securities of issuers having their registered office in that State, if under the legislation of that State such a holding represents the only way in which the Fund can invest in the securities of the issuers of that State. This derogation only applies if the company has an investment policy complying with the points 2 (A) and 3 (A) to (C) mentioned hereabove. If the limits stated in points 2 (A) and 3 (A) mentioned hereabove are exceeded, the limit under (G) shall apply mutatis mutandis.
- shares held by one or more investment companies in the capital of subsidiary companies which carry on the business of management, advice or marketing in the country / state where the subsidiary is established, in regard to the repurchase of units at the shareholders' request exclusively on its or their behalf.

- (D) Any Sub-Fund may not borrow more than 10% of its total net assets, and then only from financial institutions and on a temporary basis. Each Sub-Fund may, however, acquire currency by means of a back to back loan. Each Sub-Fund will not purchase securities while borrowings are outstanding in relation to it, except to fulfil prior commitments and / or exercise subscription rights. However, each Sub-Fund can borrow up to 10% of its net assets to make possible the acquisition of immovable property essential for the direct pursuit of its business. In this case, these borrowings and those referred to above (temporary borrowings) may not in any case in total exceed 15% of the Sub-Funds' net assets.
- (E) The Fund may not grant credits or act as guarantor for third parties. This limitation does not prevent the Fund to purchase securities that are not fully paid up, nor to lend securities as further described thereunder. This limitation does not apply to margin payments on option deals and other similar transactions made in conformity with established market practices.
- (F) Each Sub-Fund will not purchase any securities on margin (except that the Sub-Fund may obtain such short-term credit as may be necessary for the clearance of purchases and sales of securities) or make short sales of securities or maintain a short position. Deposits on other accounts in connection with option, forward or financial futures contracts, are, however, permitted within the limits provided for here below.
- The Board is authorised to introduce further investment restrictions at any time in the interests of the shareholders provided these are necessary to ensure compliance with the laws and regulations of those countries in which the Fund's shares are offered and sold.
- (G) If any of the above limitations are exceeded for reasons beyond the control of the Fund and / or each Sub-Fund or as a result of the exercise of subscription rights, the Fund and / or each Sub-Fund must adopt, as a priority objective, sales transactions for the remedying of that situation, taking due account of the interests of its shareholders.**

#### **FINANCIAL TECHNIQUES AND INSTRUMENTS**

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As set out in 1 (A)(g)), the Fund may, as a main element in achieving the investment policy, within the statutory conditions and limits defined for each Sub-Fund, use special techniques and financial instruments whose underlyings are securities, money market instruments and other financial instruments.

The Fund will not enter into transactions covered by Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012, as may be amended from time to time (the "**SFT Regulation**"). The Fund will also not enter into total return swap agreements. Should this change in the future, the Prospectus will be amended in order to describe the characteristics of such transactions and to comply with the SFT Regulation.

The Management Company must use a risk management process that enables it, at any time, to monitor and measure the risk associated with its investment positions and its share in the overall risk profile of the investment portfolio; furthermore, it must use a process that allows it to determine the value of the OTC derivatives in a precise and impartial manner. The Fund is also entitled to employ techniques and instruments which feature securities and money market instruments, provided such techniques and instruments are used for hedging purposes and efficient investment management purposes as well as for investment purposes, subject to the conditions and limits defined by the CSSF. If such transactions relate to the use of derivatives, then the terms and limits must accord with the provisions of the 2010 Law.

The Sub-Funds may under no circumstances deviate from its investment objectives for these transactions.

The Fund ensures that the overall risk associated with derivatives does not exceed the total net value of its portfolio.

The following are taken into account in computing risk: the market value of the underlying instruments, the risk of default, future foreseeable market developments and the period within which the positions are to be liquidated.

As part of its investment strategy, the Fund, within the limits set out in 2 (B)(b)), may invest in derivatives provided that the overall risk of the underlying assets does not exceed the investment limits cited in point 2 above. Investments by a UCITS in index-based derivatives need not be taken into account in the case of the investment limits set forth under 2.

If a derivative is embedded in a security or money market instrument, it has to be taken into account with regard to compliance with the rules of this Article.

## Collateral Management and Policy

### General

In the context of OTC financial derivatives transactions and efficient portfolio management techniques, the Fund may receive collateral with a view to reduce its counterparty risk. This section sets out the collateral policy applied by the Fund in such case.

### Eligible collateral

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

1. **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.
2. **Valuation** – the 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.
3. **Issuer credit quality** – the collateral received should be of high quality.
4. **Correlation** – the collateral received by the 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.
5. **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 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 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.
6. The Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the risk management process.
7. Where there is a title transfer, the collateral received should be held by the Depositary Bank. 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.
8. The Collateral received should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

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

Cash and cash equivalents, including short-term bank certificates and money market instruments,

Bonds issued or guaranteed by a member state of the OECD or by their local public authorities or by supranational institutions and undertakings with EU, regional or worldwide scope,

Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a high rating,

Shares or units issued by UCITS investing mainly in bonds/shares mentioned in the two points below,

Bonds issued or guaranteed by first class issuers offering adequate liquidity, or

Shares admitted to or dealt in on a Regulated Market of a Member State or on a stock exchange of a member state of the OECD, on the condition that these shares are included in a main index.

Where there is a title transfer, collateral received will be held by the Depositary (or a sub-custodian thereof) on behalf of the 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.

#### **Level of collateral**

The Fund will determine the required level of collateral for OTC financial derivatives transactions and efficient portfolio management techniques by reference to the applicable counterparty risk limits set out in this Prospectus and taking into account the nature and characteristics of transactions, the creditworthiness and identity of counterparties and prevailing market conditions.

#### **Haircut policy**

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the Fund's Agents for each asset class based on a variety of factors, depending on (i) the nature of the collateral received, such as the issuer's credit standing, (ii) the maturity, (iii) the currency, (iv) price volatility of the assets and, where applicable, (v) the outcome of liquidity stress tests carried out by the Fund under normal and exceptional liquidity conditions.

A minimum of the following haircuts are applied to cash collateral:

<b>Collateral Instrument Type</b>	<b>Haircut</b>
Cash	0%
Government bonds	0%
OECD government debt securities	0%
Other Securities	10%

#### **Reinvestment of collateral**

Non-cash collateral received should not be sold or pledged.

Cash collateral received should only be:

- placed on deposit with entities prescribed in Article 50 (f) of the Directive 2009/65/EC;
- invested in high-quality government bonds;
- used for the purpose of reverse repo 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.

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

A Sub-Fund may incur a loss in reinvesting the cash collateral it receives. Such a loss may arise due to a decline in the value of the investment made with cash collateral received. A decline in the value of such investment of the cash collateral would reduce the amount of collateral available to be returned by the Sub-Fund to the counterparty at the conclusion of the transaction. A 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.

The above provisions apply subject to any further guidelines issued from time to time by ESMA amending and/or supplementing ESMA Guidelines 2014/937 on ETFs and other UCITS issues and/or any additional guidance issued from time to time by the Regulatory Authority in relation to the above.

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## 16. INVESTMENT RISKS

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Potential investors are asked to read the prospectus carefully in its entirety before making an investment. Any investments may also be affected by changes relating to rules governing exchange rate controls, taxation and deductions at source, as well as those relating to economic and monetary policies.

Investors are also warned that Sub-Fund performance may not be in line with stated aims and that the capital they invest (after subscription commissions have been deducted) may not be returned to them in full.

Sub-Funds are exposed to various risks that differ according to their investment policies. The main risks that Sub-Funds are likely to be exposed to are listed below.

Some Sub-Funds may be particularly sensitive to one or several specific risks which are increasing their risk profiles compared to Sub-Funds sensitive only to generic risk; in such case those risks are specifically mentioned in the Section I of the Prospectus.

### **Credit Risk**

This risk is present in each Sub-Fund having debt securities in its investment universe. This is the risk that may derive from the rating downgrade or the default of a bond issuer to which the Sub-Funds are exposed, which may therefore cause the value of the investments to go down. Such risks relate to the ability of an issuer to honour its debts. Downgrades of an issue or issuer rating may lead to a drop in the value of bonds in which the Sub-Fund has invested. Some strategies utilised may be based on bonds issued by issuers with a high credit risk (junk bonds). Sub-Funds investing in high-yield bonds present a higher than average risk due to the greater fluctuation of their currency or the quality of the issuer.

### **Liquidity Risk**

This risk may potentially concern all financial instruments and so at one moment impact one or several Sub-Funds. There is a risk that investments made by the Sub-Funds may become illiquid due to an over-restricted market (often reflected by a very broad bid-ask spread or by substantial price movements), if their “rating” declines or if the economic situation deteriorates; consequently, it may not be possible to sell or buy these investments quickly enough to prevent or minimize a loss in these Sub-Funds.

### **Risk regarding investment**

In case a Sub-Fund invests into other investment funds, these investments may entail duplication or even a multiplication of certain fees and expenses for the shareholders for instance the commissions for the Depositary and the Central Administration Agent, management / advisory fees and issue / redemption fees on the level of the invested investment fund.

### **Counterparty Risk**

This risk relates to the quality or the default of the counterparty with which the management company negotiates, in particular involving payment for/delivery of financial instruments and the signing of agreements involving forward financial instruments. This risk is associated with the ability of the counterparty to fulfil its commitments (for example: payment, delivery and reimbursement).

### **Operational & Custody Risk**

Some markets are less regulated than most of the international markets; hence, the services related to custody and liquidation for the funds on such markets could be more risky.



## **Derivatives Risk**

In order to hedge (hedging derivative investments strategy) and/or to leverage the yield of the Sub-Fund (trading derivative investment strategy), the Sub-Fund is allowed to use derivative investments' techniques and instruments under the circumstances set forth in Section I of the prospectus (in particular, warrants on securities, agreements regarding the exchange of securities, rates, currencies, inflation, volatility and other financial derivative instruments, contracts for difference (CFDs), credit default swaps (CDSs), futures and options on securities, rates or futures).

The investor's attention is drawn to the fact that these derivatives include leveraging. Because of this, the volatility of these Sub-Funds is increased.

## **Risk linked to Equity Markets**

This risk is present in each Sub-Fund having equities in its investment universe.

The risks associated with investments in equity (and similar instruments) include significant fluctuations in prices, negative information about the issuer or market and the subordination of a company's shares to its bonds. Moreover, these fluctuations are often amplified in the short term.

The risk that one or more companies suffer a downturn or fail to grow can have a negative impact on the performance of the overall portfolio at a given time. There is no guarantee that investors will see an appreciation in value. The value of investments and the income they generate may go down as well as up and it is possible that investors will not recover their initial investment.

There is no guarantee that the investment objective will actually be achieved. Some Sub-Funds may invest in initial public offerings ("IPOs"). In this case, there is a risk that the price of the newly floated share may see greater volatility as a result of factors such as the absence of an existing public market, non-seasonal transactions, the limited number of securities that can be traded and a lack of information about the issuer. A Sub-Fund may hold such securities for only a very short time, which tends to increase the costs. Sub-Funds investing in growth stocks may be more volatile than the market in general and may react differently to economic, political and market developments and to specific information about the issuer. Growth stocks traditionally show higher volatility than other stocks, especially over short periods. These stocks may also be more expensive in relation to their profits than the market in general. Consequently, growth stocks may react with more volatility to variations in profit growth. Some Sub-Funds may base their objective on simple equity market growth, which produces higher than average volatility. Managers may temporarily adopt a more defensive attitude if they consider that the equity market or economy of the countries in which the Sub-Fund invests is experiencing excessive volatility, a persistent general decline, or other unfavourable conditions. In such circumstances, the Sub-Fund may be unable to pursue its investment objective.

## **Interest Rate Risk**

This risk is present in each Sub-Fund having debt securities in its investment universe. The value of an investment may be affected by interest rate fluctuations. Interest rates may be influenced by several elements or events, such as monetary policy, the discount rate, inflation, etc.

The investor's attention is drawn to the fact that an increase in interest rates results in a decrease in the value of investments in bonds and debt instruments.

## **Currency Exchange Risk**

This risk is present in each Sub-Fund having positions denominated in currencies that differ from its reference currency.

A Sub-Fund may hold assets denominated in currencies that differ from its valuation currency, and may be affected by exchange rate fluctuations between the accounting currency and the other currencies and by changes in exchange rate controls. If the currency in which a security is denominated appreciates in relation to the reference

currency of the Sub-Fund, the exchange value of the security in the reference currency will appreciate; conversely, a depreciation of the denomination currency will lead to a depreciation in the exchange value of the security.

When the manager is willing to hedge the currency exchange risk of a transaction, there is no guarantee that such operation will be completely effective.

#### **Inflation Risk**

All types of investments are concerned by this risk.

Over time, yields of short-term investments may not keep pace with inflation, leading to a reduction in any investment's purchasing power.

#### **Taxation Risk**

This is a generic risk.

The value of an investment may be affected by the application of tax laws in various countries, including withholding tax, changes in government, economic or monetary policy in the countries concerned. As such, no guarantee can be given that the financial objectives will actually be achieved.

#### **Commodity Market Risk**

This risk is present in each Sub-Fund having commodities (indirectly invested) in its investment universe.

Commodity markets may experience significant, sudden price variations that have a direct effect on the valuation of shares and securities that equate to the shares in which a Sub-Fund may invest and/or indices that a Sub-Fund may be exposed to. Moreover, the underlying assets may evolve in a markedly different way from traditional securities markets (equity markets, bond markets etc.)

#### **Emerging Market & Small-Cap Risk**

Sub-Funds investing in emerging markets, small caps or specialised or restricted sectors are likely to be subject to a higher than average volatility due to a high degree of concentration, greater uncertainty because less information is available, there is less liquidity, or due to greater sensitivity to changes in market conditions (social, political and economic conditions). In addition, some emerging markets offer less security than the majority of international developed markets. For this reason, services for portfolio transactions, liquidation and conservation on behalf of funds invested in emerging markets may carry greater risk. The Fund and investors agree to bear these risks.

With regards to the Russian market, investments there are made with the Russian Trading System Stock Exchange (or "**RTS Stock Exchange**"), which brings together a large number of Russian issuers and allows for almost total coverage of the Russian equity universe. By investing with the RTS Stock Exchange, investors can take advantage of the liquidity of the Russian market without having to deal in the local currency, as all issuers can be directly traded in USD.

Smaller companies may find themselves unable to generate new funds to support their growth and development, they may lack vision in management, or they may develop products for new, uncertain markets.

#### **Investments in Russia risks**

The Sub-Funds may invest in securities listed on the Moscow Interbank Currency Exchange in Russia, which are classified as Regulated Markets.

The relative infancy of the Russian governmental and regulatory framework may expose investors to various political and economic risks.

Such risks include a potentially low level of investor protection; poor or opaque corporate governance; legislative risk (that laws may be changed with retrospective and/or immediate effect); and political risk (that the interpretation or method of enforcement of laws may be changed with a consequent and adverse effect on the Fund).

In particular, investments in Russia are currently subject to certain heightened risks with regard to the ownership and custody of securities, and counterparty exposure. In addition, Russian securities have an increased custodial risk associated with them as such securities are, in accordance with market practice, held in custody with Russian institutions which may not have adequate insurance coverage to cover loss due to theft, destruction or default.

The Russian Securities Market from time to time may suffer from a lack of market efficiency and liquidity which may cause higher price volatility and market disruptions.

#### **Warrant Risk**

The investor's attention is drawn to the fact that warrants are complex, volatile, high-risk instruments: the risk of a total loss of the invested capital is great. In addition, one of the principal characteristics of warrants is the "leverage effect", which is seen in the fact that a change in the value of the underlying asset can have a disproportionate effect on the value of the warrant. Finally, there is no guarantee that, in the event of an illiquid market, it will be possible to sell the warrant on a secondary market.

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

The Management Company and /or investment adviser (if any) may from time to time act as investment managers or advisers to other funds/clients and may act in other capacities in respect of such funds or other clients. It is therefore possible that the Management Company / Investment Adviser may, in the course of their business, have potential conflicts of interest with the Fund. The Management Company and investment adviser (if any) will, however, have regard in such event to their obligations under the articles of incorporation, and the material agreements, and in particular, to their obligations to act in the best interests of the Fund so far as is practicable, having regard to their obligations to other clients when undertaking any investments where potential conflicts of interest may arise. In particular, where a limited number of securities are available for purchase in a situation where conflicts of interest arise, they will be allocated pro rata among the clients of the Management Company and investment adviser (if any). When the Fund makes an investment in any other open-ended investment company or unit trust managed by a member of the Management Company / investment adviser (if any) no initial charge will be payable by the Fund and the Management Company will charge only the annual management company fee mentioned in the Prospectus and no subscription or redemption fee may be charged to the relevant Fund for its investment in the units/shares of such Investment Funds. The directors of the Fund will in the event any conflict of interest actually arises endeavour to ensure that such conflict is resolved fairly and in the best interests of the Fund.

#### **Fraud Risk**

The Sub-Funds' assets may be subject to fraud. This includes but is not limited to fraudulent acts at the sub-custodian level such that the sub-custodian does not maintain books and records that reflect the beneficial ownership of the Fund to its assets. Fraud may also arise with regards to counterparty default and/or fraudulent acts of other third parties. In such events there is no certainty that Shareholders will be compensated in full or at all for any losses suffered by the Sub-Funds.

#### **Investment Grade Risk**

Investment Grade debt securities, like other types of debt securities, involve credit risk. Investment Grade debt securities also face the risk that their ratings can be downgraded by the ratings agencies during when these securities are invested by a particular Sub-Fund.

#### **Risk of higher TER and/or Ongoing Charges when investing in funds**

Where a Sub-Fund invests in other UCITS and/or UCIs, there may be additional costs of investing in these UCITS/UCIs which may increase the TER and/or Ongoing Charges. Risk of Loss It is not guaranteed that the value of investments and the income derived from them will go up. They may fall as well as rise and Shareholders may not recover the

original amount they subscribed for Shares in the Fund, especially if they redeem shortly after purchase, as the issue of Shares may be subject to Initial Charges.

### **Money Market Instrument Risk**

Money market instruments in which a Sub-Fund invests are subject to the solvency of the underlying issuer. The buying and selling of money market instruments is exposed to liquidity constraints in the market. While every effort will be made to maintain the capital value of the Sub-Fund, there is no guarantee that this will be the case as a loss made on an instrument held by the Sub-Fund could reduce the capital value of the Sub-Fund.

### **Mortgage Backed and Asset Backed Securities Risk**

These securities represent the interest in a pool of assets e.g. mortgage loans and car loans. These securities mature when all the loans in the pool mature or are prepaid. Securities have an expected “average life” which may vary depending on the economic conditions e.g. when interest rates rise or fall. E.g. if interest rates fall, debt owners are more likely to prepay their loans, which may result in less interest income being generated for the Sub-Fund as it may be required to reinvest assets at a lower interest rate. As the number of prepayments increase when interest rates fall, the price of these securities does not increase as much as other debt securities. E.g. if interest rates rise, debt owners are less likely to prepay their loans, which will lengthen the expected maturities of these securities. This may result in the price of these securities decreasing more than prices for other debt securities.

### **OTC Derivative Instruments Risk**

Pricing of these instruments is subjective and their valuation is limited to a small number of market professionals who often act in a dual capacity, as the counterparty and pricing agent for the same transactions. In addition, OTC Derivative Instruments may be exposed to Counterparty Risk – please see the appropriate risk factor.

### **Use of Swaps and Other Derivatives**

The Fund may make use of swaps and other forms of derivative contracts. In general, a derivative contract typically involves leverage (within the permitted limits), i.e. it provides exposure to potential gain or loss from a change in the level of the market price of a security or currency (or a basket or index) in a notional amount that exceeds the amount of cash or assets required to establish or maintain the derivative contract. Consequently, an adverse change in the relevant price level can result in a loss of capital that is more exaggerated than would have resulted from an investment that did not involve the use of leverage inherent in the derivative contract. The derivatives contracts also involve exposure to credit risk, since contract performance depends in part on the financial condition of the counterparty. These transactions may also involve significant transaction costs.

A Sub-Fund may use credit default swaps. A credit default swap is a bilateral financial contract in which one counterparty (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 (such as bankruptcy or insolvency) occurs or receive a cash settlement based on the difference between the market price and such reference price.

A Sub-Fund may use credit default swaps in order to hedge the specific credit risk of some of the issuers in its portfolio by buying protection. In addition, a Sub-Fund may buy protection under credit default swaps without holding the underlying assets.

A Sub-Fund may also sell protection under credit default swaps in order to acquire a specific credit exposure.

### **Past Performance Risk**

The past performance of a Sub-Fund should not be taken as a guide to its future performance. A Sub-Fund that has performed well in the past may perform poorly in the future and a Sub-Fund that has performed poorly in the past may perform well in the future. Political Risk Expropriation by the state, social or political instability, or other restrictions on the freedom of the Sub-Fund to deal in its investments, may all lead to investment losses. It should

also be noted that there may be occasions when a government imposes restrictions on a company's operations and / or the free movement of cash.

### **Sector and / or Geographical Risk**

Sub-Funds that restrict investment to a small number of related sectors and / or geographical locations may decline even while broader based equity market indices are rising. Investments which offer exposure to commodities may include additional risks e.g. political risk, natural events or terrorism. This may influence the production and trading of commodities and the value of financial instruments offering exposure to such commodities.

### **Short Exposure Risk**

Where a Sub-Fund uses derivatives to create short exposure there is potential for gains to be made when the underlying securities are falling in value, but a loss could be incurred when the underlying security is rising in value. This means the Sub-Fund's performance will be less closely related to the performance of the type of assets in which it will ordinarily invest.

### **Alternatives Investment Risk**

Alternative investments are defined as investments outside of the traditional asset classes of equities, debt securities and cash. An alternative investments strategy is subject to a number of risks and is not suitable for all investors. Investing in alternative investments is only intended for experienced and sophisticated investors who are willing to bear the high economic risk associated with such an investment. Investors should carefully review and consider potential risks before investing. The fund's asset allocation among several underlying funds, that represent different alternative asset classes and strategies, strive to limit risk and exposure to any one asset class or strategy; however, an asset class or strategy selected by the fund's investment adviser may perform poorly relative to other asset classes and strategies not selected.

Certain risks may include the following: loss of all or a substantial portion of the investment due to leveraging, short selling or other speculative practices; lack of liquidity in that there may be no secondary market for the fund or the securities that make-up the fund, and non may develop or expected to develop; volatility of returns; restrictions on transferring interests in the fund; absence of information regarding valuations and pricing; complex tax structures and delays in tax reporting; adviser risk; and less regulation and potentially higher fees than traditional mutual fund strategies.

### **Sustainability Risks**

**"Sustainability Risk"** means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the Fund's investments. Such risks are principally linked to climate-related events resulting from climate change (physical risks) or to the society's response to climate change (transition risks), which may result in unanticipated losses that could affect the Fund's investments and financial condition. Social events (e.g. inequality, inclusiveness, labour relations, investment in human capital, accident prevention, changing customer behaviour, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

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## **17. DATA PROTECTION**

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In accordance with the applicable Luxembourg data protection law and, as of 25 May 2018, the Regulation n°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 ("**Data Protection Law**"), the Fund acting as data controller (the "**Data Controller**") collects stores and processes, by electronic or other means, the data supplied by the investors at the time of their investments for the purpose of fulfilling the services required by the investors and complying with its legal obligations.

The data processed includes the names, contact details (including postal and/or e-mail address), banking details and the invested amounts of the investors (or, if the investors are legal persons, of their contact persons and/or beneficial owners) (the **“Personal Data”**).

The investors may, at their discretion, refuse to communicate the Personal Data to the Data Controller. In this event however their subscriptions in the Fund may be impaired.

Personal Data supplied by the investors is processed in order to enter into and execute the subscription in the Fund, for the legitimate interests of the Data Controller and to comply with the legal obligations imposed on the Data Controller. In particular, the Personal Data supplied by the investors is processed for the purposes of (i) subscribing in the Fund, (ii) maintaining the shares register; (iii) processing investments and withdrawals of and payments of dividends to the investors; (iv) account administration and (v) complying with applicable anti-money laundering rules and other legal obligations, such as maintaining controls in respect of CRS/FATCA obligations. In addition, Personal Data may be processed for the purposes of marketing. Each investor has the right to object to the use of his/her/its Personal Data for marketing purposes by writing to the Data Controller.

The Personal Data may also be processed by the Data Controller’s data recipients (the **“Recipients”**) which, in the context of the above mentioned purposes, refer to the Management Company (also in its capacity of domiciliation agent), the Custodian and main Paying Agent, the Distributor, the Central Administration Agent, the investment manager(s) (if any) for the Sub-Funds, the Auditor and the Legal adviser(s). The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the **“Sub-Recipients”**), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Data Controller and/or assisting the Recipients in fulfilling their own legal obligations. The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data upon instructions of the Data Controller), or as distinct data controller (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations). The Personal Data may also be transferred to third parties such as governmental or regulatory agencies, including tax authorities, in accordance with applicable laws and regulations. In particular, Personal Data may be disclosed to the Luxembourg tax authorities which in turn may, acting as data controller, disclose the same to foreign tax authorities (including for compliance with the FATCA/CRS obligations).

In accordance with the conditions laid down by the Data Protection Law, the investors acknowledge their rights to:

- access their Personal Data;
- correct their Personal Data where it is inaccurate or incomplete;
- object to the processing of their Personal Data;
- ask for erasure of their Personal Data;
- ask for Personal Data portability.

The investors may exercise the above rights by writing to the registered office of the Fund.

The investors also acknowledge the existence of their right to lodge a complaint with the National Commission for Data Protection (**“CNPD”**) at the following address: 15, Boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg.

Personal Data shall not be retained for periods longer than those required for the purpose of their processing subject to any limitation periods imposed by law.

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## 18. SUSTAINABILITY RELATED DISCLOSURES

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Pursuant to Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the **“SFDR”**), the Fund is required to disclose the manner in which Sustainability Risks are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Fund.

Sustainability Risks are principally linked to climate-related events resulting from climate change (physical risks) or to the society’s response to climate change (transition risks), which may result in unanticipated losses that could

affect the Fund's investments and financial condition. Social events (e.g. inequality, inclusiveness, labour relations, investment in human capital, accident prevention, changing customer behavior, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

Unless otherwise specified in the relevant Supplement, the Fund does not actively promote sustainability factors (i.e. environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters) ("**Sustainability Factors**") and does not maximize portfolio alignment with Sustainability Factors; however it remains exposed to Sustainability Risks. Unless otherwise specified in the relevant Supplement, the Sub-Funds qualify as standard financial products subject to article 6 of the SFDR only. The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there might be a negative impact on, or entire loss of, its value. Such assessment of the likely impact must therefore be conducted at Sub-Fund level, further detail and specific information is given in each relevant Supplement.

As stated in the relevant Supplements, the Sub-Funds have highly diversified portfolios and therefore, it is not anticipated that any single Sustainability Risk will drive a material negative financial impact on the returns. In addition, considering the liquidity of the strategies and the short holding time of the positions Sustainability Risks are not expected to be relevant. However, if a specific Sustainability Risk is assessed to represent potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns, such Sustainability Risks will be integrated into the investment decision making and risk monitoring.

#### Principal Adverse Impact

For the time being, except as may be otherwise disclosed at a later stage on its website, the Management Company does not consider adverse impacts of investment decisions on Sustainability Factors. The main reason is actually the lack of information and data available to adequately assess such principal adverse impacts. When the Management Company will consider the adverse impacts of its investment decisions on Sustainability Factors, the related disclosures (i) on its website and (ii) in the current Prospectus will be updated accordingly at the earliest convenience.

Notwithstanding the above, the investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities which are determined by the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (the "**Taxonomy Regulation**"), as amended from time to time.

Each Sub-Fund will bear the costs and expenses of compliance with the SFDR and any other applicable legislation of regulations related to the EU action plan on financing sustainable growth (the "**EU Action Plan**"), including costs and expenses of collecting and calculating data and the preparation of policies, disclosures and reports in addition to other matters that relate solely to marketing and regulatory matters. It is difficult to predict the full extent of the impact of the SFDR and EU Action Plan on the Fund and on each Sub-Fund. The Board will reserve the right to adopt such arrangements, as it deems necessary or desirable to comply with any applicable requirements of the SFDR and any other applicable legislation or regulations related to the EU Action Plan.

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## 19. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

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The Fund must comply with applicable international, European and Luxembourg laws and regulations regarding AML/CFT, including in particular with the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the "**2004 Law**"), the Grand-ducal regulation of 1 February 2010 providing details on certain provisions of the 2004 Law, the CSSF Regulation N°12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, as amended, ("**CSSF Regulation 12-02**") and further implementing regulations and CSSF circulars in the field of AML/CFT, adopted from time to time (collectively referred to as the "**AML/CFT Regulations**"). In particular, AML/CFT Regulations in force in Luxembourg require the Fund, on a risk sensitive basis, to establish and verify the identity of subscribers for Shares (and of any person purporting to act on behalf of or for such subscriber is so authorised as well as the identity of any intended beneficial owners of the Shares if they are not the subscribers) on the basis of documents, data or information obtained from

a reliable and independent source and, amongst others, to gather information on the origin of subscription proceeds and to monitor the business relationship on an ongoing basis.

In this context, the Fund, and, as the case may be, the Central Administration Agent on the Fund's behalf, are required to establish AML/CFT controls and may require from subscribers for Shares all information and supporting documentation deemed necessary to establish and verify the identity of a subscriber (as well as of any of the above-mentioned persons) as well as the nature and the intended purposes of the business relationship. Failure to provide information or documentation deemed necessary for the Fund to comply with AML/CFT Regulations in force in Luxembourg may result in delays in, or rejection of, any subscription or conversion application and/or delays in any redemption application. No liability for any interest, costs or compensation will be accepted. Similarly, when Shares are issued, they cannot be redeemed or converted until full details of registration and AML/CFT documents of the shareholder have been completed.

Subscribers for Shares will be required to provide to the Fund at least the information and supporting documentation set out in the subscription form, depending on their legal form (individual, corporate or other category of subscriber), noting that the information and documents set out therein may not in all cases be regarded as exhaustive and thus can be changed from time to time, including inter alia in case of any legal and regulatory changes related to AML/CFT or changes of the business practices of the Fund.

In any case, the Fund and/or its delegate have the right to request additional information until being reasonably satisfied that it understands the identity and economic purpose of the subscriber and in order to being able to comply with the AML/CFT Regulations. Furthermore, any investor is required to notify the Fund or its delegate of any change of its information as set out in the Subscription Form and, as the case may be, prior to the occurrence of any change in the identity of any beneficial owner of Shares. In addition, the 2004 Law requires the Fund to conduct an ongoing monitoring of the business relationship with existing investors which includes, inter alia, the obligation to verify and, where appropriate, to update, within an appropriate timeframe, the documents, data or information gathered while fulfilling the customer due diligence obligations. In this context, the Fund may require from existing investors, at any time, additional information together with all supporting documentation deemed necessary for the Fund to comply with AML/CFT Regulations in force in Luxembourg. Each Shareholder has therefore the obligation to provide the Fund with updated personal information and documents relating to its/his/her own person and its/his/her respective representatives, if any, as well as regarding its/his/her respective beneficial owners. A Shareholder who is not providing relevant information and documents within thirty (30) Business Days after written request from the Fund can be categorised as a "Non-cooperative Shareholder" and the respective accounts of such Shareholder may be blocked for subscriptions, redemptions, conversions and distributions. All respective remediation measures and costs of the Fund with respect to a Non-cooperative Shareholder in order to comply with the Fund's ongoing due diligence obligations can be charged to the respective Non-cooperative Shareholder.

In addition to the due diligence measures on investors, pursuant to article 34(2) of CSSF Regulation 12-02, the Fund is also required to apply precautionary measures regarding the assets of the Fund. The Fund should assess, using its risk-based approach, the extent to which the offering of its products and services presents potential vulnerabilities to placement, layering or integration of criminal proceeds into the financial system.

Pursuant to the law of 19 December 2020 on the implementation of restrictive measures in financial matters, the application of international financial sanctions must be enforced by any Luxembourg natural or legal person, as well as any other natural or legal person operating in or from the Luxembourg territory. As a result, prior to investing in assets, the Fund must, as a minimum, screen the name of such assets or of the issuer against the target financial sanctions lists.

Pursuant to the Luxembourg law of 13 January 2019 on the register of beneficial owners (the "**RBO Law**"), the Fund is required to collect, hold accurate and up-to-date and make available certain information on its "beneficial owner(s)" (as defined in the 2004 Law) and relevant supporting evidence. Such information includes, as further



specified in the RBO Law, among others, first and last name, nationality, country of residence, personal or professional address, national identification number and information on the nature and the scope of the beneficial ownership interest held by each beneficial owner in the Fund. The Fund is further required, among others, (i) to make such information available upon request to certain Luxembourg national authorities (including the CSSF, the *Commissariat aux Assurances*, the *Cellule de Renseignement Financier*, Luxembourg tax and other national authorities as defined in the RBO Law) and upon motivated request of other professionals of the financial sector subject to the AML/CFT Regulations, and (ii) to register such information and supporting evidence in the register of beneficial owners (the "**RBO**") which will be accessible to third parties with a legitimate interest, including (i) national authorities or (ii) professionals subject to the 2004 Law in order to ensure AML/CFT compliance.

The Fund or a beneficial owner may, on a case by case basis and in accordance with the provisions of the RBO Law, formulate a motivated request with the administrator of the RBO to limit the access to certain information relating to them, e.g. in cases where such access could cause a disproportionate risk to the beneficial owner, a risk of fraud, kidnapping, blackmail, extortion, harassment or intimidation towards the beneficial owner, or where the beneficial owner is a minor or otherwise incapacitated. The decision to restrict access to the RBO does, however, not apply to the Luxembourg national authorities, nor to credit institutions, financial institutions, bailiffs and notaries acting in their capacity as public officers, which can thus always consult the RBO. Under the RBO Law, criminal as well as administrative sanctions may be imposed on the Fund in case of its failure to comply with the obligations to collect and make available the required information. Criminal sanctions may also be imposed on any beneficial owner(s) that fail to make all relevant necessary information available to the Fund. Any shareholder that fails to comply with the Fund's information or documentation requests may be held liable for penalties imposed on the Fund as a result of such Shareholder's failure to provide the information or subject to disclosure of the information by the Fund to the Luxembourg national authorities and the Fund may, in its sole discretion, redeem the Shares of such Shareholders.