



ISSUE DOCUMENT

CIAM FUND

an investment company with variable share capital
incorporated as a *société anonyme*
subject to the Luxembourg law of 13 February 2007 on specialised investment funds

August 2022

IMPORTANT NOTE

CIAM FUND (THE "SICAV") IS EXCLUSIVELY TARGETED TO ELIGIBLE INVESTORS OUTSIDE THE UNITED STATES WHO ARE NOT U.S. PERSONS AND WHO CAN BE DEEMED TO BE WELL-INFORMED INVESTORS. OUR SHARES MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS EXCEPT IN CERTAIN LIMITED CIRCUMSTANCES TO ELIGIBLE U.S. INVESTORS. THE SICAV WILL NOT GIVE EFFECT TO ANY TRANSFER OF ITS SHARES WHICH WOULD RESULT IN AN INVESTOR THAT DOES NOT QUALIFY AS A WELL-INFORMED ELIGIBLE INVESTOR OR AS AN ELIGIBLE U.S. INVESTOR BECOMING A SHAREHOLDER OF THE SICAV AND THE SICAV MAY REJECT ANY APPLICATION FOR SHARES AT ITS DISCRETION AS FURTHER PROVIDED HEREINAFTER.

INTRODUCTION

Unless otherwise mentioned, the terms in capital letters hereinafter shall have the meaning given to them under the sub-section referring to definitions below.

General Features

CIAM FUND (the "**SICAV**") is an "open-ended" investment company with variable share capital (*société d'investissement à capital variable*) existing under the laws of the Grand-Duchy of Luxembourg under the form of a public limited company (*société anonyme*) and qualifying as a SIF under Part II of the SIF Law and as an AIF under the AIFM Law, registered on the official list of SIFs held with the CSSF. The manager is the alternative investment funds manager ("**AIFM**") of the SICAV and will act as external manager (as such term is referred to in the AIFM Rules).

"Open-ended" means that Shares of the SICAV are redeemable at the request of the relevant Shareholders (see Section "18. Redemption of Shares" below).

Unless otherwise provided for a Sub-Fund or a Class of Shares within a Sub-Fund, Shareholders are granted the possibility to ask the SICAV to redeem their Shares at such dates and under such terms as determined by the Board (see Section "18. Redemption of Shares" below).

The SICAV is duly organized under the SIF Law. The sale and holding of Shares of the SICAV is restricted to Eligible Investors (see "21.1 Eligible Investors" below for further details in this connection) subscribing on their own behalf or to Eligible Investors subscribing on behalf of other Eligible Investors.

The Shares to be issued hereunder shall be issued in several separate sub-funds of the SICAV (each a "**Sub-Fund**" and together the "**Sub-Funds**"). A separate pool of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the SICAV is an "umbrella fund" enabling investors to choose between one or more investment objectives and policies by investing in one or more Sub-Funds, which may be the most appropriate for their specific risk and individual circumstances, given their qualification and the amount subscribed as well as their return expectations, diversification needs and other features. Information on the availability and specific features of each Sub-Fund are included in the relevant Sub-Fund's Supplement under Appendix I to this Issue Document.

The SICAV may at any time create new Sub-Funds whose investment objectives and/or other specific characteristics may differ from those of the Sub-Funds then existing. The Issue Document will consequently be updated.

A Sub-Fund may comprise several Classes of Shares, as described in the relevant Sub-Fund's Supplement under Appendix I.

Shares within each Sub-Fund shall be issued in registered form only. A confirmation of the registration in the Shareholders' register will be sent to Shareholders.

The price of Shares may fall or rise. Hence, Shares may be redeemed at the relevant redemption price, which may be different from the price at which the Shares were acquired by investors.

The SICAV is registered pursuant to the SIF Law. However, this registration cannot be construed as an approval by the CSSF of the adequacy or accuracy of this Issue Document or of the quality of the securities offered and held by the SICAV. Any representation to the contrary would be unauthorised and unlawful.

This Issue Document may not be used for the purpose of offering and promoting sales in any country or under any circumstances where such offers or promotions are not authorised.

No person is authorised to give any information or make any representations other than those contained in this Issue Document or in the documents indicated herein, which are available for inspection.

The Board of the SICAV accepts responsibility for the accuracy of the information contained in this Issue Document on the date of its issue.

This Issue Document may be updated from time to time with significant amendments. Consequently, subscribers are advised to contact the SICAV, to inquire whether a more recent Issue Document has been published.

Subscribers are also advised to seek professional advice on the laws and regulations (such as those on taxation and exchange controls) applicable to the subscription, purchase, holding and selling of Shares in the location of their registered office or residence.

The SICAV shall comply with the FATCA obligations set forth by the Luxembourg Model 1 intergovernmental agreement ("**IGA**") with the U.S. and, as such, is registered with the IRS as an FFI Reporting Model 1. As a consequence, by investing (or continuing to invest) in the SICAV, Shareholders shall be deemed to acknowledge that:

- (i) The SICAV has the FATCA compliant status of "Reporting FFIs" under the Luxembourg IGA;
- (ii) In order to comply with applicable local tax provisions, the SICAV's FATCA status notably requires additional/identification information from its Shareholders with regard to their own current status under FATCA. Any Shareholder should self-certify its FATCA status to the SICAV and/or the distributor and/or the Transfer agent and would do so in the forms prescribed by the FATCA regulations in force in the SICAV's jurisdiction (in particular through the W8 BEN E for entities or W8 BEN I for individuals and W9 filling forms) to be renewed regularly under the rules applicable. They will inform the SICAV of a change of circumstances in their FATCA status immediately in a writing form.

This Issue Document and the latest available audited annual report shall on request be supplied to subscribers free of charge.

Further copies of this Issue Document may be obtained from the SICAV at its registered office.

An investors pack (the "**Investors Pack**") containing, *i.a.*, a subscription form (the "**Subscription Form**") is available at the registered office of the SICAV.

Each investor must be aware that subscription for or acquisition of one or more Shares implies his/her/its complete and automatic adherence (i) to the content of the Issue Document and (ii) that any amendment conveyed to the Issue Document following an acceptable and validly implemented procedure described under Section 27.4 Procedures for amending the Issue Document".

Any information which the Manager or the SICAV is under a mandatory obligation in accordance with article 21 of the AIFM Law (i) to make available to investors before investing in the SICAV, including any material change thereof and updates of this Issue Document's essential elements, or (ii) to disclose (the case being periodically) to investors (each such information under (i) or (ii) being hereafter referred to as a "**Mandatory Information**") shall be validly made available or disclosed to investors via and/or at any of the legally acceptable information means listed hereafter (the "**Information Means**"):

- (i) the SICAV's sales documents, offering or marketing documentation;
- (ii) subscription, redemption, conversion or transfer form;
- (iii) contract note, statement or confirmation in any other form;
- (iv) letter, telecopy, email or any type of notice or message;
- (v) publication in the (electronic or printed) press;
- (vi) the SICAV's periodic report;
- (vii) the SICAV's, Manager's or any third party's registered office;
- (viii) a third-party;
- (ix) internet/a website (as the case may be subject to password or other limitations); and
- (x) any other means or medium to be freely determined from time to time by the SICAV or its Manager to the extent that such means or medium comply and remain consistent with this Issue Document and applicable Luxembourg laws and regulations.

Investors are reminded that certain Information Means (each hereinafter an "**Electronic Information Means**") require an access to internet and/or to an electronic messaging system and that, by the sole fact of investing or soliciting an investment in the SICAV, investors acknowledge the possible use of Electronic Information Means and confirm having access to internet and to an electronic messaging system allowing them to access any Mandatory Information made available or disclosed via an Electronic Information Means.

In principle, this Issue Document mentions the specific relevant Information Means via and/or at which an investor may access any Mandatory Information that is not available or disclosed in this Issue Document. If this were not the case, investors acknowledge that the relevant Mandatory Information will be available or disclosed as specified at the registered office of the SICAV.

Data protection

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

Personal Data provided by the Data Subjects or otherwise collected by the SICAV in connection with an investment in shares will be processed by the SICAV, as data controller (i.e. the "Controller") and by the Manager, the investment manager (if any), the Depositary and the members of its group, the Administrative Agent and the members of its group, the Distributor, the Auditors, the legal advisers to the SICAV and other potential service providers of the SICAV and any of the foregoing respective agents, delegates, affiliates, subcontractors and/or their successors and assigns, acting as data processors on behalf of the SICAV (i.e. the "Processors"). In certain circumstances, the Processors may also process Personal Data of Data Subjects as data controller, in particular for compliance with their legal obligations in accordance with laws and regulations applicable to them (such as anti-money laundering identification) and/or order of any competent jurisdiction, court, governmental or regulatory bodies including tax authorities.

The SICAV and Processors shall process Personal Data in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data which entered into effect on 25 May 2018, and repealing Directive 95/46/EC (the "GDPR").

Personal Data may include, without limitation, the name, addresses, telephone numbers, email addresses, business contact information, employment and job history, mandates, domicile and tax situation, financial and credit history information, current and historic investments, investment preferences and invested amounts of Data Subjects and any other Personal Data that is necessary to the SICAV and Processors for the purposes described below. Personal Data is collected directly from Data Subjects by the Distributor or by the Administrative Agent or may be collected through publicly accessible sources, social media, subscription services, or other third party data sources.

Personal Data will be processed for the purposes of (i) offering investment in shares and performing the related services as contemplated under this Issue Document, including, but not limited to, the management and administration of shares and the operation of investment in the Sub-Fund including processing subscriptions and redemptions, transfer and additional subscription requests, the administration and payment of distribution fee (if any), updating and maintaining records and fee calculation, maintaining the register of shareholders, providing financial and other information to the shareholders and providing client-related services, and to develop and process the business relationship with the Processors and facilitate their internal business operations, including the management of risk, and the development of business and, (ii) other related services rendered by any service provider of the SICAV in connection with the holding of shares in the SICAV (hereafter the "Investment Services").

Personal Data will also be processed by the SICAV and by the Processors to comply with legal or regulatory obligations applicable to them including, but not limited to, legal obligations under applicable fund and company law, prevention of terrorism financing law, anti-money laundering law, prevention and detection of crime, tax law (such as reporting to tax authorities under the FATCA and CRS to prevent tax evasion) (as applicable), and to prevent fraud, bribery, corruption and the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis in accordance with the SICAV and the Administrative Agent's anti-money laundering procedures, as well as to retain AML and other records of Data Subjects to assist with the subsequent screening of them by the Administrative Agent including in relation to other funds or clients of the Administrative Agent (hereafter the "Compliance Obligations").

The SICAV and Processors may collect, use, store, retain, transfer and/or otherwise process Personal Data: (i) on the basis of the shareholder's consent (where applicable in specific circumstances) and/or; (ii) as a result of the subscription of the shareholder where necessary to perform the Investment Services or to take steps at the request of the shareholder prior to such subscription, including the holding of shares in general and/or; (iii) to comply with a legal or regulatory obligation of the SICAV or Processors and/or; (iv) for the purposes of the legitimate interests pursued by the SICAV or by Processors, which mainly consist in the performance of the Investment Services, or direct or indirect marketing activities, or compliance with the Compliance Obligations and/or any order of a foreign court, government, supervisory, regulatory or tax authority.

Shareholders are also informed that telephone conversations and electronic communications with the SICAV, the Manager, the Depositary and the members of its group, the Distributor and the Administrative Agent may be recorded by the SICAV or on behalf of the SICAV acting as data controller where necessary for the performance of a task carried out in the public interest or where appropriate to pursue the SICAV's legitimate interests, including (i) as proof of a transaction or related communication, (ii) for processing and verification of instructions, (iii) for investigation and fraud prevention purposes, (iv) to enforce or defend the SICAV's interests or rights in compliance with any legal obligation to which it is subject and (v) for quality, business

analysis, training and related purposes to improve the SICAV's service delivery. Such recordings will be processed in accordance with Data Protection Law and shall not be released to third parties, except in cases where the SICAV, the Manager, the Depositary or the members of its group, the Distributor or/and the Administrative Agent are compelled or entitled by laws or regulations or court order to do so. Recordings may be produced in court or other legal proceedings with the same value in evidence as a written document.

Personal Data will only be disclosed, transferred to and accessed or processed by Processors, and any Sub-Fund or related entities (including without limitation their respective management company/investment manager and service providers) in or through which the SICAV intends to invest, as well as any (foreign) court, governmental or regulatory bodies including tax authorities (i.e. the "Authorised Recipients") for the purposes of the Investments Services and Compliance Obligations. The shareholders acknowledge that the Authorised Recipients, including the Processors, may be located outside of the European Economic Area ("EEA") in countries which do not ensure an adequate level of protection according to the European Commission and where data protection laws might not exist or be of a lower standard than in the EEA.

The SICAV, the investment manager (if any), the Distributor, the Manager, the Administrative Agent and the Depositary and the members of its group have agreed not to transfer Personal Data of Data Subjects to any third parties other than the Authorised Recipients, except as disclosed to shareholders from time to time or if required by applicable laws and regulations or by any order from a court, governmental, supervisory or regulatory body, including tax authorities.

In the event the processing of Personal Data or transfer of Personal Data outside of the EEA take place on the basis of the consent, the Data Subjects are entitled to withdraw their consent at any time without prejudice to the lawfulness of the processing and/or data transfers carried out before the withdrawal of such consent. In case of withdrawal of consent, the SICAV will accordingly cease such processing or transfers. Any change to, or withdrawal of, Data Subjects' consent can be communicated in writing to the SICAV to the attention of the Administrative Agent.

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

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

Shareholders acknowledge and accept that the SICAV, the Manager, the investment manager (if any) and/or the Administrative Agent will report any relevant information in relation to their investments in the SICAV to the Luxembourg tax authorities (*Administration des contributions directes*) which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted

jurisdictions as agreed in the FATCA and CRS, at OECD and European levels or equivalent Luxembourg legislation.

Each Data Subject may request (i) access to, rectification, or deletion of, any incorrect Personal Data concerning him/her, (ii) a restriction of processing of Personal Data concerning him/her and, (iii) to receive Personal Data concerning him/her in a structured, commonly used and machine readable format or to transmit those Personal Data to another controller and (iv) to obtain a copy of or access to the standard contractual clauses which have been implemented for transferring the Personal Data to the Investment Manager, in the manner and subject to the limitations prescribed in accordance with Data Protection Law. In particular, Data Subjects may at any time object on request to the processing of Personal Data concerning them for marketing purposes or for any other processing carried out on the basis of the legitimate interests of the SICAV. Each Data Subject should address such requests to the SICAV to the attention of the Administrative Agent. For any additional information related to the processing of their Personal Data, Data Subjects can contact Emmanuel Drujon at the following email address: emmanuel.drujon@ci-am.com.

Shareholders are entitled to address any claim relating to the processing of their Personal Data carried out by the SICAV or by Data Processors on behalf of the SICAV to the relevant data protection supervisory authority (i.e. in *Luxembourg, the Commission Nationale pour la Protection des Données*).

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

Personal Data is held until shareholders cease to have shares in the SICAV and a subsequent period of 10 years thereafter where necessary to comply with applicable laws and regulations or to establish, exercise or defend actual or potential legal claims, subject to the applicable statutes of limitation, unless a longer period is required or permitted by applicable laws and regulations. In any case, Personal Data will not be held for longer than necessary with regard to the purposes described in this Issue Document, subject always to applicable legal minimum retention periods.

Key investor document

A key information document ("KID") established in accordance with the rules foreseen by EU Regulation 1286/2014 is available at the following website: www.ci-am.com and in paper form at the registered office of the SICAV upon request. The KID is deemed to be an integral part of the Issuing Document if applicable.

Anti-Money Laundering Procedures

Pursuant to international rules and Luxembourg laws and regulations (comprising but not limited to the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended) as well as the Grand Ducal Regulation dated 1 February 2010 and CSSF Regulation 12-02 of 14 December 2012 as may be amended and/or restated from time to time, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment from money laundering and financing of terrorism.

As a result of such provisions, the registrar and transfer agent of a Luxembourg UCI must ascertain the identity of the investor in accordance with Luxembourg laws and regulations. The Administrative Agent in its function as registrar and transfer agent will require investors to provide any document it deems necessary to effect such identification.

In addition the Administrative Agent, as delegate of the SICAV, may request any other information that the SICAV may require in order to comply with its legal and regulatory obligations, including but not limited to the above mentioned laws and regulations, the CRS Law (as defined hereinafter) and the FATCA Law.

Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorised persons.

In case of delay or failure by an investor to provide the documents required, the application for subscription may not be accepted and, in the event of redemption, payment of redemption proceeds may be delayed. In addition, no distributions may be made to any such investor. Neither the SICAV, the Manager nor the Administrative Agent have any liability for delays or failure to process deals as a resulting from the investor providing no or only incomplete documentation.

From time to time, shareholders may be requested to provide additional or updated identification documents pursuant to on-going client due diligence requirements under relevant laws and regulations.

Due diligence on investments

The Manager shall ensure that due diligence measures on the SICAV's investments are applied on a risk-based approach, in accordance with applicable Luxembourg laws and regulations.

Register of Beneficial Owners

Directive 2015/849 of 20 May 2015 and Directive 2018/843 of 30 May 2018 (the "AML Directive") requires each Member State of the EU to implement laws requiring registers of beneficial owners (the "RBO") in respect of trusts, corporate and other legal entities incorporated within its territory. The law of 13 January 2019 setting up a register of the beneficial owner (the "RBO Law") entered into force on 1st March 2019.

According to the RBO Law, the RBO shall contain information in respect of the ultimate beneficial owners of corporate and other legal entities. 'Ultimate beneficial owners' refers mainly to any natural person(s) who ultimately own or control the relevant entity, based on a shareholding threshold or otherwise, and/or any natural person who holds the position of senior *dirigeant* (manager). In the case of corporate entities, any person who owns more than 25% of the relevant entity will be considered to be a beneficial owner (and a lower ownership threshold may be applied in certain instances). The concept of beneficial owner will also include, where a beneficial owner cannot positively be identified, the senior managing person(s) of the relevant entity. With respect to trusts and similar arrangements, it should be noted that all settlor(s), trustee(s), protector(s), beneficiaries, and all other natural persons exercising ultimate control over the trust will be considered ultimate beneficial owners.

The ultimate beneficial owner information to be recorded in the RBO will include: (i) name; (ii) first name; (iii) nationality; (iv) date and place of birth; (v) country of residence; (vi) private or professional address; (vii) national identification number; and (viii) nature and extent of the beneficial interest held). Save for the data referred to under (v), (vi) and (vii), the information above listed will in principle also be accessible to the general public. Under exceptional circumstances such as risk of fraud, kidnapping, blackmail, extortion, harassment, violence or intimidation, or where the beneficial owner is a minor or otherwise legally incapable, an exemption from such access by the general public may be granted on a case-by-case basis.

Failure to comply with the above obligations will be subject to criminal sanctions.

MAIN DEFINITIONS

All references in the Issue Document to:

- "**Accredited Investor**" has the meaning given to such term in Rule 501(a) of Regulation D under the U.S. Securities Act;
- "**Administrative Agent**" refers to Caceis Bank, Luxembourg Branch, acting as domiciliary, registrar, transfer and administrative agent;
- "**AIFM Agreement**" refers to the investment management agreement entered into between the Manager and the SICAV, as may be amended from time to time;
- "**AIFM Directive**" refers to the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers;
- "**AIFM Law**" refers to the Luxembourg Law of 12 July 2013 relating to alternative investment fund managers;
- "**AIFM Regulation**" refers to the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;
- "**AIFM Rules**" refers to the corpus of rules formed by the AIFM Directive, the AIFM Regulation and any binding guidelines or other delegated acts and regulations issued from time to time by the EU relevant authorities pursuant to the AIFM Directive and/or the AIFM Regulation, as well as by any national laws and regulations (such as the AIFM Law) which are taken in relation to (or transposing either of) the foregoing;
- "**AMF**" refers to the *Autorité des Marchés Financiers*;
- "**Articles**" refers to the articles of incorporation of the SICAV as may be amended from time to time;
- "**Base Currency**" refers to the currency in which the relevant Sub-Fund is expressed;
- "**Base Net Asset Value per Share**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- "**Business Day**" refers to any day on which banks are open for business in Luxembourg;
- "**Board**" refers to the board of directors of the SICAV;
- "**Carried Interest**" refers to the amount, determined by reference to the performance of a Sub-Fund, as defined in the relevant Sub-Fund's Supplement under Appendix I;
- "**Central Administration Agreement**" refers to the central administration agreement entered into between the SICAV and Caceis Bank, Luxembourg Branch, as may be amended from time to time;
- "**Class Booster Shares Closure Date**" has the meaning given to such term under section "6 Subscription, redemption and conversion procedures" of Appendix I for each Class Booster Shares;

- **"Class of Shares"** refers to each class of Shares within a Sub-Fund, including, but not limited to the Class A1 Shares, the Class A2 Shares, the Class A3 Shares, the Class Alpha Shares, the Class Alpha Opportunities Shares, the Class Opportunities Shares, the Class B Shares and the Class Booster Shares;
- **"CSSF"** refers to the *Commission de Surveillance du Secteur Financier*, the Luxembourg supervisory authority;
- **"Depositary"** refers to Caceis Bank, Luxembourg Branch, acting as depositary of the SICAV;
- **"Depositary and Paying Agency Agreement"** refers to the depositary and paying agency agreement entered into between the SICAV and Caceis Bank, Luxembourg Branch, as may be amended from time to time;
- **"Duties and Charges"** refers to all stamp, transfer and other duties and taxes, governmental charges, brokerage, bank charges, interest, depositary or sub-depositary charges (relating to sales and purchases), transfer fees, registration fees and other duties, costs and charges whether in connection with the original acquisition, increase or decrease of the assets of the relevant Sub-Fund or the creation, issue, sale, conversion or redemption of Shares or the sale or purchase of investments but shall not include any commission payable to agents on sales and purchases of Shares or any commission, taxes, charges or costs which may have been taken into account in ascertaining the Net Asset Value of Shares in the relevant Sub-Fund;
- **"Eligible Investors"** refers to well-informed investors within the meaning of Article 2 of the SIF Law being any institutional investor, any professional investor or any other investor who meets the following conditions:
 - He/she/it has confirmed in writing that he adheres to the status of well-informed investor; and
 - either he/she/it invests a minimum of € 125,000.- in the SICAV, or he/she/it has obtained an assessment made by a credit institution, within the meaning of Directive 2006/48/EC, or by an investment firm within the meaning of Directive 2004/39/EC, or by a management company within the meaning of Directive 2001/107/EC certifying his expertise, his experience and his knowledge in adequately appraising an investment in the SICAV; and
 - includes any Eligible US Investors;
- **"Eligible Members of the Investment Team"** refers to individuals who are members of the management team of the SICAV established within the Manager or otherwise participating to or involved in the management of the SICAV (as determined in both cases by the Manager);
- **"Eligible US Investors"** refers to a U.S. person or investor located in the United States that is (i) either a Qualified Institutional Buyer or an Accredited Investor; and (ii) a Qualified Purchaser;
- **"Equalisation Adjustment"** has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- **"Equalisation Credit"** has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- **"Equalisation Deficit"** has the meaning given to such term under sub-section "26.1 Management and Performance Fees";

- "**Equalisation Share Adjustment Approach**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- "**EU**" refers to the European Union;
- "**EUR**", "**Euro**" refers to the currency of the Member States of the European Monetary Union ("EU");
- "**FATCA**" refers to the U.S. Foreign Account Tax Compliance Act enacted by the U.S. Congress on 18 March 2010 as part of the Hiring Incentive To Restore Employment ("HIRE") Act. FATCA is a reporting and withholding tax regime that provides the U.S. Treasury and the Internal Revenue Service ("IRS") with new tools to combat tax evasion by U.S. persons holding investments in offshore financial accounts (i.e., outside the U.S.);
- "**FSA**" refers to the Financial Services Authority;
- "**GDPR**" refers to the General Data Protection Regulation;
- "**GIIN**" means the Global Intermediary Identification Number assigned to a PFFI / Reporting FI or Registered Deemed Compliant FFI. The GIIN may be used by an FI to identify itself to withholding agents and tax administrations for FATCA reporting. A GIIN will be issued to only those FIs that are not Limited FFIs, Limited Branches, or U.S. Branches of an FFI, and will be issued after an FI's FATCA Registration is submitted and approved. It is anticipated that the IRS FFI list will be updated on a monthly basis to add or remove FIs (or their branches);
- "**Law**" refers to the laws and regulations of the Grand-Duchy of Luxembourg;
- "**Lock-Up Period**" refers to means the period of time during which Shares of an open-ended Sub-Fund may be closed to redemption; any Lock-Up Period shall be disclosed in the relevant Sub-Fund's Supplement under Appendix I;
- "**Manager**" refers to CIAM, acting as alternative investment fund manager to the SICAV;
- "**Maximum Equalisation Credit**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- "**Member State**" refers to a member State of the EU;
- "**Net Asset Value**" or "**NAV**" refers to the net asset value as described in Section "14. Net Asset Value" below;
- "**1915 Law**" refers to the Luxembourg law of 10 August 1915, on commercial companies, as amended;
- "**OECD**" refers to the Organization for Economic Cooperation and Development;
- "**OTC**" refers to Over-the-Counter;
- "**Paying Agent**" refers to Caceis Bank, Luxembourg Branch, acting as paying agent of the SICAV;
- "**Peak Net Asset Value**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";

- "**Performance Fee**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- "**Performance Fee Period**" refers to a period for which a Performance Fee is calculated, i.e. the accounting year of the SICAV;
- "**Performance Fee Redemption**" has the meaning given to such term under sub-section "26.1 Management and Performance Fees";
- "**Prime Broker**" refers to any prime broker acting in relation to a Sub-Fund;
- "**Prime Brokerage Agreement**" refers to the prime brokerage agreement entered into between any Prime Broker and the SICAV, as may be amended from time to time;
- "**Qualified Institutional Buyer**" or "**QIB**" has the meaning given to such term in Rule 144A under the U.S Securities Act;
- "**Qualified Purchaser**" has the meaning given to such term in Section 2(A)51(A) of the U.S Investment Company Act and the rules and regulations thereunder;
- "**Reference Currency**" refers to the currency of the SICAV, being the Euro;
- "**Regulated Market**" refers to a market that operates regularly and is recognised and open to the public which includes reference to stock exchanges;
- "**SFDR**" refers to the 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;
- "**Shareholders**" refers to the holders of Shares in the SICAV, qualifying as Eligible Investors;
- "**Shares**" refers to the shares issued by the SICAV as described under Section "13. Shares" below, subscribed to by Shareholders qualifying as Eligible Investors;
- "**SIF(s)**" refers to specialised investment fund(s) pursuant to the SIF Law;
- "**SIF Law**" refers to the Luxembourg law of 13 February 2007 on SIFs, as may be amended from time to time;
- "**Sub-Fund**" refers to a sub-fund of the SICAV;
- "**Sub-Fund Supplement**" refers to the supplement in relation to a Sub-Fund under Appendix I of this Issue Document and exposing the features of such Sub-Fund;
- "**2010 Law**" refers to the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended from time to time;
- "**UCI**" refers to an undertaking for collective investment;
- "**Unit Currency**" refers to the currency in which the relevant Class of Share is expressed;
- "**U.S. Investment Company Act**" refers to the United States Investment Company Act of 1940, as amended;

- "**U.S. Securities Act**" refers to the United States Securities Act of 1933, as amended;
- "**Valuation Day**" refers to a full Business Day, in relation to any Sub-Fund, on which the Net Asset Value is calculated as provided for in the relevant Sub-Fund's Supplement under Appendix I, except a day falling within a period of suspension of determination of the Net Asset Value, and any other full Business Day deemed by the Board to be a Valuation Day.

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1. DIRECTORY

REGISTERED OFFICE

5, Allée Scheffer
L-2520 Luxembourg
Grand Duchy of Luxembourg

BOARD OF DIRECTORS

Chairman and Member:

Mrs. Catherine BERJAL
Chief Executing Officer
CIAM
France

Members:

Mrs. Anne-Sophie D'ANDLAU
Deputy Chief Executing Officer
CIAM
France

Mr. Jean-Claude KOCH
Independent consultant
Antelis Consulting
Grand-Duchy of Luxembourg

Mr. Bertrand GIBEAU
Partner and Deputy CEO
Reinhold & Partners
France

Mr. Sean HURST
Independent Director
France

MANAGER

CIAM

26 Bd Malesherbes
75008 Paris
France

DEPOSITARY AND ADMINISTRATIVE AGENT

CACEIS BANK, LUXEMBOURG BRANCH

5, Allée Scheffer
L-2520 Luxembourg
Grand-Duchy of Luxembourg

PRIME BROKERS OF CIAM FUND – OPPORTUNITIES

MORGAN STANLEY & CO INTERNATIONAL PLC

25, Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

APPROVED STATUTORY AUDITOR

PRICEWATERHOUSECOOPERS

2, rue Gerhard Mercator
L-2182 Luxembourg
Grand-Duchy of Luxembourg

LEGAL ADVISER UNDER LUXEMBOURG LAW

ELVINGER HOSS PRUSSEN, *société anonyme*

2, Place Winston Churchill
L-1340 Luxembourg
Grand-Duchy of Luxembourg

2. MAIN FEATURES OF CIAM FUND

CIAM FUND is a Luxembourg investment company with variable share capital (*société d'investissement à capital variable*) existing for an unlimited duration in Luxembourg organized as a "*société anonyme*" under the SIF Law and the 1915 Law and registered with the Luxembourg Trade and Companies Register under number B 153 813. It qualifies as an alternative investment fund ("**AIF**") in the meaning of the AIFM Law implementing AIFM Directive. CIAM shall act as the appointed alternative investment fund manager for the SICAV.

The Articles have been filed with the Luxembourg Trade and Companies' Register where they are available for inspection and copies may be obtained, upon request, against payment of the Luxembourg Trade and Companies Register's fees. The Articles were amended for the last time on 20 April 2018 and will be published in the *Recueil Electronique des Sociétés et Associations*.

The SICAV works as an umbrella fund and, as such, provides investors with a choice of investments in a range of several segregated Sub-Funds, each of which relates to a separate portfolio of eligible assets and liabilities with specific investment objectives and/or other specific characteristics as described herein.

The following Sub-Funds are currently open to subscription:

CIAM FUND – OPPORTUNITIES

CIAM FUND – SPECIAL FOCUS

Within the frame of the Board's overall responsibility for the management and administration of the SICAV and its Sub-Funds, it is responsible for authorizing the establishment of Sub-Funds and for establishing and monitoring their investment policies and restrictions.

The SICAV retains the right to offer only one Sub-Fund for purchase by investors in any particular jurisdiction in order to conform to local law, custom or business practice or for any other reason.

The Board may also decide to close or merge Sub-Funds subject to the conditions foreseen in Section "27.13 Termination and Merger of Sub-Funds".

Within each relevant Sub-Fund, each of which represents a specific class of assets and liabilities, the SICAV may issue one or more Classes of Shares, the assets of which will be commonly invested but may have: (i) a specific distribution policy, such as entitling to distributions, or not entitling to distributions; and/or (ii) a specific sales and redemption charge structure; and/or (iii) a specific management or advisory fee structure; and/or (iv) a specific assignment of distribution; and/or (v) a specific Shareholders' services or other fees; and/or (vi) a specific currency or currency unit; and/or (vii) different hedging techniques in order to protect the assets and returns quoted in the Unit Currency of the relevant Class of Shares against long-term movements of their currency of quotation; and/or (viii) such other features as may be determined by the Board (as described for a Sub-Fund in the relevant Sub-Fund's Supplement under Appendix I).

The SICAV's Reference Currency is the Euro, from which the Sub-Funds' Base Currency, respectively the Unit Currency of a Class of Shares within a Sub-Fund, may differ as described for each Sub-Fund in the relevant Sub-Fund's Supplement under Appendix I.

The SICAV's share capital corresponds at all times to the aggregate Net Asset Value, as calculated as described hereafter, of the different Sub-Funds and is represented by Shares issued with no face value and fully paid-up. Variations in the share capital shall be effected *ipso jure* and there are no provisions requiring publication and entry of such in the Luxembourg Trade and Companies Register as prescribed for increases and decreases of capital of commercial companies. The SICAV's subscribed share capital,

increased by the share premium (if any) may not be less than EUR 1,250,000. - to be reached within a period of twelve months following the authorisation of the SICAV as a SIF by the CSSF.

3. BOARD OF DIRECTORS

The Board has ultimate responsibility for the management and administration of the SICAV, including the determination, execution and control of the investment policy of the Sub-Fund(s) of the SICAV. The Board has the broadest powers to act in any circumstances on behalf of the SICAV, as set out in the Articles, subject to the powers expressly decreed by applicable Law to be exercised only by the Shareholders in general meetings, to decide in accordance with the provisions of the Articles and as set forth hereinafter.

As at the date of this Issue Document, the members of the Board are the following persons:

- Ms Anne-Sophie D'ANDLAU:

Anne-Sophie D'Andlau holds a Master Degree in finance and, prior to co-founding CIAM in 2010, worked 6 years in Corporate Finance for Price Waterhouse Coopers as a manager in the Merger & Acquisitions department and 8 years in asset management for Systeia Capital Management, including 6 years as the Manager of the Event Driven & Merger Arbitrage Funds.

- Ms Catherine BERJAL:

Catherine Berjal holds a Master Degree in finance and has over 20 years of experience on the financial markets, including 15 years of proprietary trading, 6 years at CDC-Marchés and 9 years at BNP Paribas as the Portfolio Manager for Merger Arbitrage strategies over Europe and North America.

- Mr Jean-Claude KOCH:

Jean-Claude Koch holds a Master of Arts in Economic with a minor in MBA (Finance) and is a senior executive in the financial services industry, disposing of more than 30 years of experience. He has foremost focusing on structures for the handling of investments in private equity, on hedge funds, on real estate funds, and on investments in secondary market for loans.

- Mr Bertrand GIBEAU

Bertrand Gibeau holds a Master degree in management of financial and banking organization from the University Paris-IX Dauphine and is since 2009 Partner and Deputy CEO at Reinhold & Partners. His areas of expertise include creation of management companies and investment funds, operational due diligence and governance of investment funds.

- Mr Sean HURST

Sean Hurst holds a MBA in finance from the City University Business School (now CASS) in London and is Executive Director and Acting Chairman of ARC Capital Holdings Ltd, disposing of more than 26 years of experience in the financial services industry.

4. DEPOSITARY

Caceis Bank, Luxembourg Branch has been appointed as Depositary of the SICAV's assets for an unlimited period of time in accordance with a Depositary and Paying Agency Agreement.

CACEIS Bank acting through its Luxembourg branch (CACEIS Bank, Luxembourg Branch) is a public limited liability company (société anonyme) incorporated under the laws of France with a share capital of 440,000,000 Euros having its registered office located at 1-3, place Valhubert, 75013 Paris, France, registered with the French Register of Trade and Companies under number 692 024 722 RCS Paris. It is an authorised credit institution supervised by the European Central Bank ("**ECB**") and the *Autorité de Contrôle Prudential et de Résolution* ("**ACPR**"). It is further authorised to exercise through its Luxembourg branch banking and central administration activities in Luxembourg.

The safekeeping of the SICAV's assets has been entrusted to the Depositary who shall fulfil the obligations and duties stipulated by applicable Law and under the Depositary and Paying Agency Agreement.

In due compliance with the AIFM Rules (including but not limited to Article 21.9 of the AIFM Directive and Articles 92 to 97 of the AIFM Regulations), the Depositary shall:

- i) ensure that the sale, issue, re-purchase, redemption and cancellation of Shares are carried out in accordance with the AIFM Law and the constitutional documents of the SICAV (the "**Constitutive Documents**");
- ii) ensure that the value of the Shares is calculated in accordance with the AIFM Law, the Constitutive Documents and the procedures laid down in Article 19 of the AIFM Directive;
- iii) carry out the instructions of the SICAV, unless they conflict with the AIFM Law or the Constitutive Documents;
- iv) ensure that in transactions involving the SICAV's assets any consideration is remitted to the SICAV within the usual time limits;
- v) ensure that the SICAV's income is applied in accordance with the AIFM Law and the Constitutive Documents.

The Depositary may not delegate any of the obligations and duties set out in (i) to (v) of this clause.

In compliance with the provisions of the AIFM Law and the AIFM Law, the Depositary may, under certain conditions, entrust part or all of the assets which are placed under its custody and/or recordkeeping to its correspondent or third party as appointed from time to time. The Depositary's liability shall not be affected by any such delegation, unless otherwise specified, but only within the limits as permitted by the AIFM Law. In particular, under the conditions laid down in article 19(14) of the AIFM Law, including the condition that the Investors have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Depositary can discharge itself of liability in the case where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 19(11) point (d)(ii) of the AIFM Law.

The SICAV and the Depositary may terminate the depositary agreement at any time by giving ninety (90) days' notice in writing. The SICAV may, however, dismiss the Depositary only if a new depositary bank is appointed within two months to take over the functions and responsibilities of the Depositary. After its dismissal, the Depositary must continue to carry out its functions and responsibilities until such time as the entire assets of the Sub-Funds have been transferred to the new depositary bank.

The Depositary has no decision-making discretion nor any advice duty relating to the SICAV's investments. The Depositary is a service provider to the SICAV and is not responsible for the preparation of this Offering Document and therefore accepts no responsibility for the accuracy of any information contained in this Offering Document or the validity of the structure and investments of the SICAV.

As consideration for the services rendered, the Depositary receives a fee as detailed in section 26 "Charges and Costs".

5. ADMINISTRATIVE AND PAYING AGENT

Caceis Bank, Luxembourg Branch has also been appointed as the domiciliary, registrar, transfer and administrative agent of the SICAV in accordance with a Central Administration Agreement (the "**Administrative Agent**"). As Administrative Agent, Caceis Bank, Luxembourg Branch is responsible for the general administrative functions of the SICAV required by applicable Law (i.e., namely, for processing the issue, conversion, as the case may be, and redemption of Shares, the calculation of the Net Asset Value of the Shares in the SICAV and the maintenance of accounting records for the SICAV). In addition, Caceis Bank, Luxembourg Branch has been appointed by the SICAV to carry out the control of the eligible status of investors on behalf and under the ultimate responsibility of the Board; it being understood that, in case of doubt, Caceis Bank, Luxembourg Branch may require the Board to expressly determine whether an investor qualifies as an Eligible Investor. It is, in any case, the Board's responsibility to accept or reject any application from investors in this respect.

In connection with the calculation of the Net Asset Value, the Administrative Agent may rely on information supplied by third parties (such as administrative or valuation agents) or the Manager or by the Board. In the absence of manifest error, the Administrative Agent will not be liable for the accuracy of the relevant information received or for any errors in the Net Asset Value calculation resulting from the inaccuracy of the relevant information received by the Administrative Agent. In relation to assets which are not listed, the Administrative Agent may completely rely on the valuations provided by the Board or by any third party authorised to that effect by the Board.

The Administrative Agent is not responsible for any trading decisions of the SICAV or the effect of such investment decisions on the performance of the SICAV.

The fees for the Administrative Agent's services are charged in accordance with usual bank practice as agreed from time to time in an Appendix to the relevant agreement, as further detailed under Section "26. Charges and Costs" below.

The Administrative Agent will verify investors' identity and carry out the "Know Your Customer" checks as provided in the Central Administration Agreement.

6. PRIME BROKER

The AIFM may appoint one or more Prime Brokers in relation to a Sub-Fund. Any Prime Broker appointed in relation to a Sub-Fund is set out in the relevant Sub-Fund Supplement under Appendix I. The following must therefore be read in conjunction with and subject to the provisions set out in the relevant Sub-Fund Supplement with respect to a Prime Broker.

The services offered by the Prime Broker to the SICAV generally include the following: clearing, settlement, credit facilities, securities lending facilities and foreign exchange. In addition, the Prime Broker will generally act as sub-custodian of the Depositary.

As continuing security for the due payment of the liabilities of a Sub-Fund towards the Prime Broker, all assets of a Sub-Fund held by or to the order of the Prime Broker will typically be charged in favour of the Prime Broker. The Prime Broker may only use the Sub-Fund's assets the value of which does not exceed an amount equal to 140% of the SICAV's liabilities towards the Prime Broker at that time.

In addition, the Prime Broker may from time to time utilise any assets of a Sub-Fund consisting of securities held by or to the order of the Prime Broker for the Prime Broker's own purposes. All right, title and interest in the relevant securities shall pass to the Prime Broker and the Sub-Fund shall only be entitled to receive equivalent securities. In the event of an insolvency of the Prime Broker, the Sub-Fund might not be able to

recover the entire value of the relevant securities. However, in the event of an insolvency of the Prime Broker, the Sub-Fund will be entitled to set off the amounts due to the Prime Broker against the Prime Broker's debts to it.

Any money received or held by the Prime Broker will typically not be subject to the protections conferred by applicable rules with respect to client money. As a consequence, a Sub-Fund's monies will not be segregated from those of the Prime Broker and will be used by the Prime Broker in the course of its business and the Sub-Fund will therefore rank as a general unsecured creditor of the Prime Broker in relation thereto.

A Sub-Fund will generally be obliged to indemnify on demand each of the Prime Broker and its respective affiliates, directors, officers, employees and agents (each an "**Indemnified Party**") against certain costs, losses, expenses or liabilities sustained or incurred by the Indemnified Party as further detailed in the Prime Brokerage Agreement.

As a general rule, except to the extent caused as the result of negligence, wilful default or fraud on the part of a Prime Broker and/or certain of its affiliates (or nominees with whom securities are held which are themselves controlled by the Prime Broker or any of its affiliates) to whom the Prime Broker's performance of the Prime Brokerage Agreement has been delegated, the Prime Broker and/or certain of its affiliates shall typically not be liable for any loss or damage that is caused to the Sub-Fund, either directly or indirectly.

7. MANAGER

CIAM, a French *société par actions simplifiées*, whose registered office is at 72, Boulevard Haussmann, 75008 Paris, France, registered under the *Registre du Commerce et des Sociétés* of Paris under number 517 516 589, was appointed as AIFM pursuant to an agreement dated 6 May 2015. CIAM is licensed by the French *Autorité des Marchés Financiers* as alternative investment fund manager.

CIAM has been appointed as alternative investment fund manager of the SICAV's in accordance with an alternative investment fund management agreement entered into for an unlimited period of time.

Description of duties

The Manager has been entrusted with the duties pertaining to the investment management functions of the SICAV, namely (a) the portfolio management function and (b) the risk management function.

Subject to prior relevant regulatory authorisation, the Manager may be entrusted by the Board with the marketing function in the meaning of Annex I of the AIFM Directive.

The Manager may carry out any activities connected directly or indirectly to, and/or deemed useful and/or necessary for, the accomplishment of its objectives, remaining, however, within the limitations set forth in, but to the furthest extent permitted by, the provisions of its governing laws and regulations.

All the above duties are more fully described in the AIFM Agreement, a copy of which is available at the registered office of the SICAV.

Professional liability

In accordance with the requirements of Article 9.7 of the AIFM Directive, the Manager is holding appropriate additional own funds which are appropriate to cover potential liability risks arising from professional negligence. More information regarding this cover may be obtained at the Manager's registered office.

Delegation

The Manager has been permitted by the SICAV to appoint delegates in relation to its functions in accordance with the AIFM Rules. Should delegates be appointed, information about conflicts of interests that may arise from these delegations will be available, if required by the AIFM Rules at the registered office of the Manager.

In the context of its marketing function, the Manager may enter into agreements with Distributors pursuant to which the Distributors may agree to act as intermediaries or nominees for investors subscribing for Shares through their facilities.

The Manager will monitor on a continued basis the activities of the third parties to which it will delegate functions. The agreements entered into between the Manager and the relevant third parties will provide that the Manager can give at any time further instructions to such third parties, and that it can withdraw their mandate under certain circumstances.

Delegates are entitled to receive as remuneration for their services hereunder such fee payable as is set out in the relevant agreement or as may otherwise be agreed upon from time to time. Such fees are payable directly out of the assets of the relevant Sub-Funds or by the Manager out of fees it receives for the SICAV as described in the relevant Sub-Fund Supplement.

All delegations shall be carried out in accordance with the AIFM Rules.

8. APPROVED STATUTORY AUDITOR

PricewaterhouseCoopers, *Société Coopérative* has been appointed as approved statutory auditor of the SICAV.

The Approved Statutory Auditor must carry out the duties provided by the Law and the AIFM Law. In this context, the mission of the Approved Statutory Auditor notably is to audit the accounting information given in the annual report.

The Approved Statutory Auditor is also subject to certain reporting duties vis-à-vis the regulators as more fully described in the AIFM Rules and the SIF Law.

9. SHAREHOLDERS' RIGHTS AGAINST SERVICE PROVIDERS

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

10. INVESTMENT OBJECTIVES AND POLICIES

The SICAV's primary objective is to achieve long term capital growth by engaging in risk arbitrage strategies such as event driven with a hard catalyst. Merger arbitrage is a highly specialized investment approach designed principally to profit from the successful completion of proposed mergers, takeovers, tender offers, leveraged buyouts and other types of corporate reorganizations.

To engage in risk arbitrage strategies, a number of strategies, including alternative strategies, may be employed depending upon the nature of the announced deal.

Notwithstanding, the most common arbitrage investment involves purchasing the shares of announced acquisition target at a discount to what is expected to be their final value upon completion of the merger.

When the deal involves a payment in stocks, the merger arbitrage requires short selling of the bidder's stocks. Merger arbitrage can also involve the buying and/or selling of equity options or other derivative financial instruments.

The size of the discount (the "**spread**") depends upon numerous factors affecting the riskiness and timing of the acquisition, including such considerations as the status of the negotiations between the two companies, the complexity of the deal, the number of regulatory approvals required and the possibility of other bids.

For each Sub-Fund, the investment objectives and policies and the particulars offering of the Shares and of the management and administration of the Sub-Funds are set out in the relevant Sub-Fund's Supplement below under Appendix I.

Disclosure pursuant to SFDR

The Manager identifies and analyses sustainability risks (i.e. an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of an investment) as part of its investment management process and risk management process.

The Manager uses specialised service providers and dedicated databases to identify, analyse and monitor sustainability and ESG criteria, has produced due-diligence and reporting questionnaires, and has implemented proprietary dedicated evaluation and rating methodologies to incorporate them into the investment process and the risk management process.

Sustainability risk means an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of a sub-fund's investment. Sustainability risks can either represent a risk of their own or have an impact on other risks and may contribute significantly to risks, such as market risks, operational risks, liquidity risks or counterparty risks. Sustainability risks may have an impact on long-term risk adjusted returns for investors. Assessment of sustainability risks is complex and may be based on environmental, social, or governance data which is difficult to obtain and incomplete, estimated, out of date or otherwise materially inaccurate. Even when identified, there can be no guarantee that this data will be correctly assessed.

Consequent impacts to the occurrence of sustainability risk can be many and varied according to a specific risk, region or asset class. Generally, when sustainability risk occurs for an asset, there will be a negative impact and potentially a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-Fund.

The Manager believes that the integration of this risk analysis could help to enhance long-term risk adjusted returns for investors, in accordance with the investment objectives and policies of the Sub-Funds.

11. SPECIAL RISK FACTORS

The characteristics of certain Sub-Funds may entail specific risks for Shareholders.

Investing in the SICAV carries risks, including, but not limited to the risks referred to below. Investment in certain of the Sub-Funds should not constitute a substantial proportion of an investment holding unless risks are understood and found acceptable.

I. Investing in risk arbitrage strategies entails risk

A Sub-Fund can incur significant losses when anticipated merger or acquisition transactions do not occur. There usually is asymmetry in the risk/reward profile of merger arbitrage deals – the losses that can occur in the event of deal breaking up can far exceed the gains if the deal is finalized. Mark-to-market losses can occur intra- month even if deals are still ongoing and may or may not be recouped upon successful deal closures. Furthermore, the success of mergers, tender offers and exchange offers can be prevented or delayed by a number of factors, including: (i) regulatory and antitrust issues; (ii) political factors; (iii) business issues; (iv) specific events such as general meeting votes; (v) delayed financing; and (vi) general market declines.

Merger arbitrage strategies success is also correlated to the overall volume of deal activity which has historically been cyclical in nature. During periods when merger activity is low, it may be difficult to identify opportunities for profit or to identify a sufficient number of such opportunities to provide diversification among potential merger transactions.

Risk arbitrage positions are also subject to the risk of overall market movements that may or may not be properly hedged.

The valuation of securities that are subject to mergers, tender offers and exchange offers may significantly vary or may be suspended during the occurrence of such transactions and therefore the Net Asset Value per Share of the relevant Sub-Fund may be affected accordingly.

II. Dependence on the Board and the Manager

All decisions with respect to the general management of the SICAV will be made by the Board. All investment decisions with respect to the assets of the Sub-Funds will be taken by the Manager, acting as alternative investment fund manager of the SICAV. As a result, the investment performance of the SICAV for the foreseeable future will depend substantially on the ability of the Board and the Manager.

III. Valuation Risk

The method by which the Net Asset Value per Share of each Sub-Fund will be calculated presumes the SICAV's ability to value its holdings. In valuing those holdings, the SICAV will need to rely on financial information provided by third party valuers. Independent valuation sources such as exchange listing may not be available. In particular, investors are warned that:

- the Net Asset Value per Share of the Sub-Funds may be determined only after the value of their investments itself is determined, which may take a certain time after the relevant Valuation Day although such valuation will have to be effected before the next Valuation Day;
- the number of Shares subscribed to by an investor may therefore not be determined until the Net Asset Value per Share is determined.

As a consequence thereof, the holdings in the Sub-Funds are, in principle, valued on the basis of the last determined and available closings prices known at the time of calculating the Net Asset Value, which may not necessarily correspond with the actual net asset value on the relevant date. However, the SICAV shall not make retroactive adjustments in the Net Asset Value previously used for subscriptions, conversions and redemptions. Such transactions are final and binding notwithstanding any different later determinations (save in exceptional circumstances as may be provided for in the Articles and herein).

IV. Risks of Leverage

The investment strategies adopted by the SICAV often employ leverage. Some of the Sub-Funds will not pre-determine any maximum leverage, as certain investment strategies such as pure arbitrage-based strategies by default utilise more leverage than other strategies without necessarily incurring higher risk. Such Sub-Funds will, therefore, view leverage on an individual basis, based on investment strategy and event risk.

V. Risks of Borrowing

The SICAV may borrow funds for the purpose of a leveraged investment technique. As a Sub-Fund may, in principle, borrow up to a maximum of 150% of its net assets for the purpose of its management, investors must be aware that they may suffer a greater risk resulting from the decline of the value of the underlying assets in which the Sub-Fund is invested with this borrowing facility and therefore, the Sub-Fund's capital risk exposure will be higher.

Borrowing money to purchase securities may provide a Sub-Fund with the opportunity for greater capital appreciation, but, at the same time, will increase the Sub-Fund's, exposure to capital risk and higher current expenses. Moreover, if the underlying assets of the Sub-Fund are not sufficient to pay the principal of, and interest on the debt when due, the Sub-Fund could sustain a total loss of its investment.

VI. Strategy Risks

(a) Equity Market Neutral

A market neutral strategy requires both a long and short position. To the extent that the Manager is unable to maintain a balanced position because of trade execution delays, forced liquidations of short or leveraged positions due to losses or failure to "match" long and short positions, the strategy will not be market neutral. In addition, to the extent that long and short positions are not matched by industry sectors, a sector- wide but not market-wide price move may result in market, as opposed to stock picking, losses.

(b) Long/Short strategies

The SICAV will routinely sell securities short in implementing their investment strategies. Since the borrowed securities sold short must later be replaced by market purchases, any appreciation in the market price of these securities (which is potentially unlimited) results in a loss. Purchasing securities to close out the short position can itself cause their market price to rise, further increasing losses. Furthermore, the SICAV may be prematurely forced to close out a short position if a counterparty from which the SICAV has borrowed such security demands its return.

VII. Equity Investments

Equity investments are subject to the risks associated with equities, the values of which in general fluctuate in response to the activities of individual companies, the general market and economic conditions. In particular, Shareholders should be aware that equity and equity-related investments are subordinate in the right of payment to other corporate securities, including debt securities.

VIII. Derivative Financial Instruments

A Sub-Fund may use futures, options and swap contracts and enter into forward foreign exchange transactions. Trading call and put options entails risks. Although an option buyer's risk is limited to the amount of the purchase price of the option, an investment in an option may be subject to greater fluctuation than an investment in the underlying securities. In theory, an uncovered call writer's loss is

potentially unlimited, but in practice the loss is limited by the term of existence of the call. The risk for a writer of a put option is that the price of the underlying security may fall below the exercise price.

A Sub-Fund's ability to use futures may be limited by market conditions, regulatory limits and tax considerations. The use of futures involves certain special risks, including (i) dependence on the Board and/or the Manager's ability to predict movements in the price of interest rates, securities and currency markets; (ii) imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies; (iii) the absence of a liquid market for any particular instrument at any particular time.

Contracts for difference

A CFD on a company's shares will specify the price of the shares when the contract was started. The contract is an agreement to pay out cash on the difference between the starting share price and the share price when the contract is closed. Accordingly, under such an instrument the relevant Sub-Fund will make a profit if it has a purchase position and the price of the underlying security rises (and make a loss if the price of the underlying security falls).

Conversely if the Sub-Fund has a sale position, it will make a profit if the price of the underlying security falls (and make a loss if the price of the underlying security rises). As part of the normal market terms of trade the Company must comply with market participants terms and conditions and in particular initial margin has to be paid to cover potential losses (on set up) and variation margin on adverse price movements (during the term of the CFD). In addition, it should be noted the relevant Sub-Fund could suffer losses in event of the CFD issuer's default or insolvency.

IX. Illiquidity of an Investment

If a Sub-Fund is unable to liquidate their positions and is therefore unable to meet its liquidity demands, then the redemption of Shares of such Sub-Fund may be delayed until funds are available.

X. Early Termination

In the event of the early termination of the SICAV or one of its Sub-Funds, the SICAV or the Sub-Fund will distribute to Shareholders their *pro rata* interest in the assets of the SICAV/the Sub-Fund. It is possible that at the time of such distribution certain investments held by the SICAV or the Sub-Fund may be worth less than the initial cost of the investment, resulting in a loss to the SICAV or the Sub-Fund and to its Shareholders. Moreover, in the event the SICAV or the Sub-Fund terminates prior to the complete amortization of organizational expenses, any unamortized portion of such expenses will be accelerated or aggregated and will be debited (and thereby will reduce) from the amounts otherwise available for distribution to Shareholders.

XI. Counterparty Risks

(a) Credit Risk

A Sub-Fund may be exposed to a credit risk on the counterparties with which it trades in relation to non-exchange traded futures, options and swaps. Non-exchange traded futures, options and swaps are agreements specifically tailored to the needs of an individual investor that enable the user to structure precisely the date, market level and amount of a given position. Non-exchange traded futures, options and swaps are not afforded the same protections as may apply to participants trading futures, options or swaps on organized exchanges, such as the performance guarantee of an exchange clearing house. The counterparty for these agreements will be the specific company or firm involved in the transaction, rather

than a recognized exchange and accordingly the insolvency, bankruptcy or default of a counterparty with which the Sub-Fund trades such options or contracts for difference could result in substantial losses to the Sub-Fund.

(b) Settlement Risk

A Sub-Fund may also be exposed to a credit risk on counterparties with whom it trades securities, and may bear the risk of settlement default.

XII. Market Risks

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

XIII. Prime Broker

Under the terms of the Prime Brokerage Agreements, the services provided by the Prime Brokers will generally include clearing and settlement of transactions, financing, and securities lending. In relation to the transfer of title of certain assets of the SICAV, on behalf of a Sub-Fund, to a Prime Broker and the SICAV's corresponding right to receive equivalent securities, the SICAV will not benefit from a security over the Prime Brokers' assets, respectively the SICAV's assets might not be segregated from those of any Prime Broker or its sub-custodian, nominees and/or correspondents. In the event of an insolvency of a Prime Broker, the SICAV might not be able to recover the entire value of the relevant securities.

XIV. FATCA Risk

Luxembourg has entered on 28 March 2014 into a Model 1 intergovernmental agreement ("**IGA Model 1**") with the United States to facilitate FATCA compliance. According to Luxembourg IGA, Luxembourg FFIs will be deemed, under certain circumstances, to have been acquired a FATCA compliant status. The Luxembourg IGA includes rules on an automatic exchange of information between the U.S. and Luxembourg tax authorities and eliminates the withholding obligation for the Luxembourg FFIs which have adopted a FATCA compliant status.

The SICAV and the Manager have decided to respect the obligations set forth by the IGA Model 1 for Reporting FFI and, as such, is registered with the U.S. IRS as an FFI Reporting Model 1 on the IRS portal and obtained a GIIN.

As a consequence, by investing (or continuing to invest) in the SICAV, Shareholders shall be deemed to acknowledge that:

- (i) the SICAV has the FATCA compliant status of "Reporting FFIs" under the Luxembourg IGA;
- (ii) in order to comply with applicable local tax provisions, the SICAV's FATCA status requires additional/ identification information from its Shareholders with regard to their own current status under FATCA. Any Shareholder should self-certify its FATCA status to the SICAV or the Administrative Agent and would do so in the forms prescribed by the FATCA regulations in force in the SICAV's jurisdiction (in particular through the W8 BEN E for entities or W8 BEN I for individuals and W9 filling forms) to be renewed regularly under the rules applicable. They will inform the SICAV of a change of circumstances in their FATCA status immediately in a writing form;

- (iii) as a part of its reporting obligations, the SICAV (including its relevant service providers) may be required to disclose certain confidential information (including, but not limited to, the Shareholder's name, address, tax identification number, if any, and certain information relating to the Shareholder's investment in the SICAV, self-certification, GIIN number or other documentation) that they have received from (or concerning) their Shareholders and automatically exchange information as outlined above with the Luxembourg tax authorities, U.S. IRS, non-U.S. tax authorities or other parties as necessary to comply with FATCA, related IGA or other applicable law or regulation. The Shareholder is also informed that the SICAV will respect the aggregation rule as prescribed by the applicable IGA;
- (iv) those Shareholders that either have not properly documented their FATCA status as requested or have refused to disclose such a FATCA status within tax legally prescribed timeframe may be classified as "recalcitrant" and be subject of reporting by the Manager and/ or the SICAV towards tax or governmental authorities above;
- (v) the SICAV's shares may not be subscribed, acquired, sold or executed to any NPFFI. Each Shareholder self-certifies that it fulfils the mentioned FATCA requirements to access to the SICAV's shares and should be in position to demonstrate it to the SICAV, its Depositary, its Administrative Agent and its legal representative and they will inform them of a change of circumstances in their FATCA status immediately in a writing form; and
- (vi) the SICAV and its legal representative, the Depositary and the transfer agent reserve their own right to prevent or remedy to the acquisition or the holding or benefit of the SICAVs' shares by any Shareholder that would be in violation of any law or regulation, or when the presence of the Shareholder in the SICAV could lead to adverse consequences for the SICAV or other Shareholders, including but not limited to FATCA sanctions. Therefore, the SICAV could proceed with rejection of subscription forms or redeem units in the conditions set forth by the present Offering Memorandum. Therefore, any entity willing to invest in the SICAV should self-certify its FATCA status to the SICAV in the form of a W8 BEN E or a GIIN.

Compulsory Redemption

If the Shareholder does not provide in a timely manner information requested for FATCA purposes and allowed to be transferred under the domestic laws of the country of location of the SICAV, or refuses to provide such information, the SICAV may cause the compulsory redemption of all or portion of a Shareholder's shares.

In addition, in certain circumstances, where the SICAV is unable to obtain a waiver of any foreign law that would prevent the SICAV from reporting to the IRS any required information in respect of a Shareholder the SICAV may be required to mandatorily redeem such Shareholder.

Even if the securities are redeemed and the Shareholder refused to provide information, a reporting on the payments he received may be made by the SICAV, provided that such a reporting is allowed under the domestic laws of the country where the SICAV is located.

Withholding

If an amount in respect of FATCA withholding tax were to be deducted or withheld from payments made by the SICAV, none of the SICAV, the paying agent or any other person would be required to pay additional amounts as a result of the deduction or withholding. As a result, Shareholders may receive less interest or principal than expected.

XV. Collateral risk

Although collateral may be taken to mitigate the risk of a counterparty default, there is a risk that the collateral taken, especially where it is in the form of securities, when realised will not raise sufficient cash to settle the counterparty withholding. This may be due to factors including inaccurate pricing of collateral, failures in valuing the collateral on a regular basis, adverse market movements in the value of collateral, deterioration in the credit rating of the issuer of the collateral, or the illiquidity of the market in which the collateral is traded.

Where a Sub-Fund is in turn required to post collateral with a counterparty, there is a risk that the value of the collateral the Sub-Fund places with the counterparty is higher than the cash or investments received by the Sub-Fund.

In either case, where there are delays or difficulties in recovering assets or cash, collateral posted with counterparties, or realising collateral received from counterparties, the Sub-Funds may encounter difficulties in meeting redemption or purchase requests or in meeting delivery or purchase obligations under other contracts.

As a Sub-Fund may reinvest cash collateral it receives, there is a risk that the value on return of the reinvested cash collateral may not be sufficient to cover the amount required to be repaid to the counterparty. In this circumstance, the Sub-Fund would be required to cover the shortfall. In case of cash collateral reinvestment, all risks associated with a normal investment will apply.

As collateral will take the form of cash or certain financial instruments, the market risk is relevant. Collateral received by a Sub-Fund may be held either by the Depositary or by a third-party custodian. In either case, there may be a risk of loss where such assets are held in custody, resulting from events such as the insolvency or negligence of a custodian or sub-custodian.

XVI. Legal risk

There is a risk that agreements and derivatives techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in tax or accounting laws. In such circumstances, a Sub-Fund may be required to cover any losses incurred.

Furthermore, certain transactions are entered into on the basis of complex legal documents. Such documents may be difficult to enforce or may be the subject of a dispute as to interpretation in certain circumstances. Whilst the rights and obligations of the parties to a legal document may for example be governed by English or Luxembourg law, in certain circumstances (for example insolvency proceedings) other legal systems may take priority which may affect the enforceability of existing transactions.

12. INVESTMENT RESTRICTIONS

Unless otherwise provided for in a Sub-Fund's Supplement below under Appendix I, the risk spreading principles foreseen by CSSF Circular 07/309 as well as the following investment restrictions shall apply to the Sub-Funds.

I. Borrowings and leverage

The SICAV may use leverage to invest into event driven, special corporate situations and merger arbitrages strategies, by buying or selling shares, and occasionally futures, listed options, and derivative financial instruments.

Leverage means any matter by which the Sub-Fund's exposure may be increased, whether through the

borrowing of cash or of any other assets, or by any other means.

No Sub-Fund may borrow money in excess of 150% of its net assets, provided that this restriction shall not be deemed to prevent any Sub-Fund from using leverage through entering into any futures, options, derivative financial instruments or security positions.

The total leverage (*i.e.*, through the borrowing of cash or of any other assets or by any other means, but excluding short positions) shall not exceed 150% of the net assets of a Sub-Fund.

Investors are further informed that, notwithstanding the periodical disclosures provided for under Section 27.1 "Financial year and reports for Shareholders", the maximum level of leverage using the gross method or the commitment, any changes to the maximum level of leverage, any right of the reuse of collateral or any guarantee granted under the leveraging arrangement and the total amount of leverage employed by the SICAV are or will be disclosed at the registered office of the SICAV. The frequency or timing of such disclosure is also available at the registered office of the SICAV.

A description of the risks associated with the foregoing is contained under Section 11 "Special Risk Factors".

II. Holding of cash and cash equivalents

The Sub-Funds may hold cash and cash equivalents on an ancillary basis. In this respect, time deposits in depository institutions and money market instruments which are regularly negotiated and which have a residual maturity of 12 months or less from the acquisition date shall be deemed to be cash equivalents.

In exceptional circumstances, when market conditions so require, the Sub-Funds may temporarily be fully invested in cash and cash equivalents in order to protect the interests of its Shareholders.

III. Use of derivative financial instruments and other techniques

(a) Derivative financial instruments

The Sub-Funds are authorised to make use of the derivative financial instruments and the techniques referred to hereafter.

The derivative financial instruments may include, amongst others, options, forward contracts on financial instruments and options on such contracts as well as swap contracts by private agreement (OTC transactions) on any type of financial instruments. In addition, the Sub-Funds may participate in securities lending transactions as well as sale with right of repurchase transactions and repurchase transactions. The derivative financial instruments must be dealt on an organised market, a Regulated Market or contracted by private agreement with first class institutions specialised in this type of transactions.

The Sub-Fund may also use contracts for difference (CFD) that are synthetic instruments which mirror the profit (or loss) effect of holding (or selling) equities directly without buying the actual securities themselves

The aggregate commitments resulting from derivative financial instruments entered into by private agreement and, if applicable, the commitments resulting from derivative financial instruments dealt on a Regulated Market or an organised market and each Sub-Fund's overall risk exposure relating to derivative financial instruments must not exceed the threshold mentioned in such Sub-Fund's Supplement under Appendix I.

The risk exposure to any counterparty in an OTC transaction may not exceed the threshold mentioned in the Sub-Fund's Supplement under Appendix I.

(b) Securities lending transactions

The Sub-Funds may, if provided in the relevant Sub-Fund's Supplement, enter into securities lending transactions subject to the following rules:

- 1) the Sub-Funds may only lend securities through a standardised system organised by a recognised clearing institution or through a first class financial institution specialising in this type of transactions;
- 2) with the exception of transactions through recognised clearing institutions, the Sub-Funds must in principle receive a guarantee in respect of lending transactions, the value of which must be at least equal to the global value of the securities lent during the entire life of the contract.

This guarantee must be given in the form of:

- (i) cash or liquid debt assets; and/or
- (ii) bonds issued or guaranteed by a Member State of the OECD or by their local public authorities or by supranational institutions and undertakings with an EU, regional or world-wide scope and blocked in the name of the relevant Sub-Fund until the expiry of the loan contract; and/or
- (iii) shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent; and/or
- (iv) shares or units issued by undertaking for collective investment in transferable shares ("**UCITS**") investing mainly in bonds/shares mentioned in (v) and (vi) below; and/or
- (v) bonds issued or guaranteed by first class issuers offering an adequate liquidity; and/or
- (vi) shares admitted to or dealt in on a Regulated Market of a Member State of the EU or on a stock exchange of a Member State of the OECD, on the condition that these shares are included in a main index.

Such a guarantee shall not be required if the securities lending is made through Clearstream Banking or Euroclear or through any other organization assuring to the lender a reimbursement of the value of the securities lent, by way of a guarantee or otherwise.

The SICAV may pay fees to third parties for services in arranging such loans, as such persons may, or may not be affiliated with the SICAV, or any investment manager as permitted by applicable securities and banking law.

The principal risk when lending securities is that the borrower might become insolvent, or refuse to honour its obligations to return the securities. In such event, a Sub-Fund could experience delays in recovering its securities and may possibly incur a capital loss. A Sub-Fund may also incur a loss in reinvesting the cash collateral the Sub-Fund receives. Such a loss may arise due to a decline in the value of the investment made with cash collateral received from a securities lending counterparty. 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 securities lending counterparty at the conclusion of the securities lending contract. The Sub-Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Sub-Fund.

(c) Sale with right of repurchase transactions ("opérations à r      ") and repurchase transactions ("op                ")

The SICAV may, if provided in the relevant Sub-Fund's Supplement, enter into repurchase agreement transactions which consist of the purchase and sale of securities with a clause reserving the seller the right or the obligation to repurchase from the acquirer the securities sold at a price and term specified by the two parties in their contractual arrangements.

The SICAV can act either, as purchaser or as seller in repurchase agreement transactions or a series of continuing repurchase transactions. The SICAV's involvement in such transactions is, however, subject to the following rules:

- (i) the SICAV may not buy, or sell securities using a repurchase agreement transaction, unless the counterparty in such transactions is a first class financial institution specialising in this type of transaction subject to prudential supervision rules considered by the CSSF as equivalent to those required by EU law;
- (ii) during the life of a repurchase agreement, the SICAV cannot sell or pledge the securities which are the object of the contract, either, (a) before the right to repurchase these securities has been exercised by the counterparty, or (b) before the repurchase term has expired, except to the extent the SICAV has other means of coverage;
- (iii) as the SICAV is exposed to redemptions of its own Shares, the SICAV must take care to ensure that the level of the SICAV's exposure to repurchase agreement transactions is such that the SICAV is able, at all times, to meet its redemption obligations.

A Sub-Fund may reinvest the collateral it has received in the form of cash subject to the following conditions:

- a) the reinvestments of the collateral in the form of cash by the Sub-Fund may only be made in:
 - (i) shares, or units in money market UCIs that calculate daily net asset value, and are assigned a rating of AAA or its equivalent;
 - (ii) short-term bank deposits;
 - (iii) money market instruments as defined in Directive 2007/16/EC of 19 March 2007 implementing Council Directive 85/611/EEC on the coordination of laws, regulations and administrative provisions relating to certain UCITS as regards the clarification of certain definitions;
 - (iv) short-term bonds issued, or guaranteed by a Member State of the European Union, Switzerland, Canada, Japan, or the United States, or by their local authorities, or by supranational institutions, and undertakings with EU, regional or worldwide scope;
 - (v) bonds issued or guaranteed by first class issuers offering adequate liquidity; and
 - (vi) reverse repurchase agreement transactions.
- b) the financial assets of the Sub-Fund other than bank deposits, and units, or shares of UCIs acquired by means of reinvestment of cash received as collateral, must be issued by an entity not affiliated to the counterparty. Furthermore, financial assets, other than bank deposits must not be

kept safe by the counterparty, except if the financial assets are segregated in an appropriate manner from the counterparty's own assets;

- c) the Sub-Fund's bank deposits must in principle not be kept safe by the counterparty, unless the bank deposits are legally protected from the consequences of default of the counterparty;
- d) the Sub-Fund's financial assets may not be pledged or given as collateral, except when the SICAV has sufficient liquid assets enabling the SICAV to return the collateral by a cash payment;
- e) the reinvestment of cash received as collateral is not subject to the diversification rules generally applicable to the SICAV and set out in each Sub-Fund Supplement under Appendix I, provided however, that the Sub-Fund must avoid the excessive concentration of its reinvestments, both at issuer level and at instrument level. Reinvestments in asset referred to in a) (i) and a) (iv) above are exempt from this requirement;
- f) if the short-term bank deposits referred to in sub-section a)(ii) above are likely to expose the Sub-Fund to a credit risk *vis-à-vis* the trustee ("**conservateur**"), the Sub-Fund must take this exposure into consideration for the purpose of the limits on deposits prescribed by the Section "12. Investment Restrictions";
- g) the reinvestment must, in particular, if it creates a leverage effect, be taken into account for the calculation of the Sub-Fund's global exposure. Any reinvestment of collateral provided in the form of cash in financial assets providing a return in excess of the risk free rate, is subject to the requirement provided by this paragraph g).

Reinvestments must be specifically mentioned, together with their respective values in an appendix to the financial reports of the SICAV.

(d) Techniques and instruments on currencies

To protect assets and liabilities against the fluctuation of currencies, the concerned Sub-Fund may enter into transactions for the purchase or sale of forward foreign exchange contracts and the purchase or sale of call options or put options in respect of currencies. The transactions referred to here may only be entered into via contracts which are dealt in on a Regulated Market, an organised market or OTC with first class financial institutions that specialise in these types of transactions.

Concerning the above transactions, the concerned Sub-Fund may also purchase or sell currencies forward or exchange currencies on a mutual agreement basis with first class financial institutions specializing in this type of transactions.

However, the Sub-Funds may, within the limits and under the conditions described in the relevant Sub-Fund's Supplement under Appendix I, enter into transactions referred to in the preceding paragraph for investment purposes.

(e) Miscellaneous

- (i) A Sub-Fund may not issue warrants or other rights to subscribe for Shares in such Sub-Fund.
- (ii) A Sub-Fund may acquire foreign currencies by means of back-to-back loans.
- (iii) If the investment restrictions set out herein are exceeded due to the liquidation of an investment, for reasons beyond the reasonable control of the SICAV or as a result of the exercise of subscription

rights, the SICAV must reduce a Sub-Fund's holding of the relevant investments as soon as reasonably practicable so as to comply with the relevant investment restrictions set out herein, taking due account of the interests of the Shareholders.

- (iv) In order to determine whether the investments made in respect of a particular Sub-Fund are within the investment restrictions set out above, if the value of such investments is denominated in one or more currencies other than the Base Currency of that Sub-Fund, then the value of such investments shall be converted into the Base Currency of that Sub-Fund at the latest available exchange rate.

IV. Investments in other UCIs

A Sub-Fund may not invest more than 10% of its net assets into the units or shares of other UCIs.

The SICAV shall take the risks that it deems reasonable to reach its assigned objective; however, it cannot guarantee that it shall reach its goals because of stock exchange fluctuations and other risks inherent in investments in transferable securities.

In the case of an active breach of the investment limits set out above or in the Sub-Fund Supplements of this Issue Document, the provisions of CSSF Circular 02/77 are applicable. Derogations from this principle (if any) in respect of a particular Sub-Fund would be set out in the Sub-Fund Supplements which describe the respective Sub-Funds.

13. SHARES

Shares are exclusively restricted to investors who qualify as Eligible Investors or Eligible U.S Investors.

Employee benefit plans and those acting on behalf of such plans or with plan assets may be subject to conditions with respect to, or otherwise restricted in, their ability to buy Shares in the initial distribution and thereafter. Plan investors should consult with their counsel and other advisors prior to making an investment in the Shares (See Section "25. Certain ERISA Considerations" for a description of relevant restrictions).

The share capital of the SICAV is, at the time of this Issue Document, represented by the Shares, issued in accordance with the SIF Law and the 1915 Law. Shares may be subscribed to by Shareholders, as set forth in the relevant Sub-Fund's Supplement under Appendix I. Subscriptions for Shares may be made directly through the SICAV.

The SICAV may issue at any time Shares of no par value within any Sub-Fund. There is no restriction as regards to the number of Shares that may be issued.

Shares shall be issued in registered form only by inscription in the SICAV's Shareholders' register. The Shareholders' register is kept in Luxembourg by the Administrative Agent.

Confirmation of registration in the Shareholders' register will be sent to Shareholders on the Business Day following the day of publication of the Net Asset Value, as further detailed in the relevant Sub-Fund's Supplement under Appendix I.

The rights attached to the Shares are those provided for under the 1915 Law as long as such law has not been superseded by the SIF Law.

Each Share will have one vote at the general meetings of Shareholders.

Fractions of Shares will be issued up to five (5) decimals. Fractions of Shares do not have voting rights, except to the extent their number is so that they represent a whole Share, but shall be entitled to participate in the net assets of the SICAV on a *pro rata* basis.

Any resolution of a general meeting of Shareholders to the effect of amending the Articles must be passed with a quorum of fifty percent of the share capital (at the first call), the approval of a majority of two-thirds of the Shareholders present or represented and voting at the meeting.

The SICAV constitutes one single legal entity. However, with regard to third parties, in particular towards the SICAV's creditors, each Sub-Fund will be exclusively responsible for all liabilities attributable to it.

14. NET ASSET VALUE

The net asset value (the "**Net Asset Value**") per Share of each Class of Shares within a Sub-Fund is determined under the responsibility of the Board as of any Valuation Day, as further detailed in the relevant Sub-Fund's Supplement under Appendix I.

The Net Asset Value per Share of each Class of Shares shall be expressed in the Base Currency of the relevant Sub-Fund or the Unit Currency of such Class of Shares and determined in respect of each Valuation Day by dividing the total net assets of the relevant Sub-Fund attributable to the relevant Class of Shares, being the value of the portion of the assets of the relevant Sub-Fund attributable to such Class of Shares less the portion of the liabilities attributable thereto, on any Valuation Day, by the number of Shares of the relevant Class of Shares within the Sub-Fund then outstanding in accordance with the valuation rules set forth below.

The Net Asset Value per Share shall be rounded up or down to the second decimal place of the relevant currency in which the Net Asset Value of the relevant Shares is calculated. If the Unit Currency of the Class of Shares concerned is different from the Base Currency of the corresponding Sub-Fund, the net assets of the Sub-Fund attributed to the Class of Shares valued in the Base Currency of the Sub-Fund shall be converted into the Unit Currency of the Class of Shares concerned.

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

The net assets of the different Sub-Funds of the SICAV shall be assessed as follows:

A. In particular, the SICAV's assets shall include (without limitation):

- (i) all cash on hand and on deposit, including interest due but not yet collected and interest accrued on these deposits up to the Valuation Day;
- (ii) all bills and demand notes payable and accounts receivable (including the result of the sale of securities whose proceeds have not yet been received);
- (iii) all shares or units in UCIs, all bonds, time notes, certificates of deposit, shares, stock, debentures,

debenture stock, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the SICAV (provided that the SICAV may make adjustments in a manner not inconsistent with paragraph B. (i) below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights or by similar practices);

- (iv) all stock dividends, cash dividends and distribution proceeds to be received by the SICAV in cash or securities insofar as the SICAV is aware of such;
- (v) all interest accrued on any interest-bearing assets and owned by the SICAV, unless this interest is included or reflected in the principal amount of such assets;
- (vi) the liquidation value of all forward contracts and all call or put options the SICAV has an open position in;
- (vii) the incorporation expenses of the SICAV, including the cost of issuing and distributing Shares of the SICAV, insofar as they have not been written off; and
- (viii) all other assets of whatever nature, including prepaid expenses.

By way of derogation on the valuation principles mentioned below, the Net Asset Value per Share calculated as at the end of the financial year or the semester will be calculated on the basis of the last prices of the relevant fiscal year or semester.

B. Valuation of Assets

The value of such assets will be determined by the Administrative Agent, acting independently and based on the information received by it and under the supervision of the Board, as follows:

- (i) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued 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;
- (ii) the value of assets, which are listed or dealt in on any stock exchange, is based on the last available closing price on the stock exchange, which is normally the principal market for such assets;
- (iii) the value of assets dealt in on any Regulated Market is based on their last available closing price;
- (iv) in the event that any assets are not listed or dealt in on any stock exchange or on any Regulated Market, or if, with respect to assets listed or dealt in on any stock exchange, or Regulated Market as aforesaid, the price as determined pursuant to sub-paragraph (ii) or (iii) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith;
- (v) the liquidating value of futures, spot, forward or options contracts not traded on exchanges or on Regulated Markets will be based on their net liquidating value determined, pursuant to the policies established by the Board, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, spot, forward or options contracts traded on exchanges or on Regulated Markets will be based upon the last available prices of these contracts on exchanges and Regulated Markets on which the particular futures, spot, forward or options contracts are traded by the SICAV; provided that if a futures, spot, forward or options contract could not be liquidated on the day with

respect to which net assets are being determined, the basis for determining the liquidating value of such contract will be such value as the Board may deem fair and reasonable;

- (vi) credit default swaps will be valued at their present value of future cash flows by reference to standard market conventions, where the cash flows are adjusted for default probability or such other method determined in good faith by the Board if it considers that such valuation better reflects the fair value of the relevant credit default swaps. Interest rate swaps will be valued at their market value established by reference to the applicable interest rates' curve. Other swaps will be valued at fair market value as determined in good faith pursuant to the procedures established by the Board and recognised by the Approved Statutory Auditor;
- (vii) units or shares of open-ended UCIs will be valued at their last official net asset value available, as reported or provided by such UCIs or their agents, or at their unofficial net asset values (i.e. estimates of net asset values) if more recent than their last official net asset values provided that a due diligence process has been carried out, in accordance with instructions and under the overall control and responsibility of the Board, as to the reliability of such unofficial net asset values. The Net Asset Value calculated on the basis of unofficial net asset values of target UCIs may differ from the Net Asset Value which would have been calculated, on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the target UCIs. The Net Asset Value is final and binding notwithstanding any different later determination. Units or shares of closed-ended UCIs shall be valued at their last available stock market value;
- (viii) the value of money market instruments not admitted to official listing on any stock exchange or dealt on any other Regulated Market and with remaining maturity of less than 12 months and of more than 90 days is deemed to be the nominal value thereof, increased by any interest accrued thereon. Money market instruments with a remaining maturity of 90 days or less and not traded on any market will be valued by the amortised cost method, which approximates market value;
- (ix) all other securities and other assets will be valued at fair market value as determined in good faith pursuant to the procedures established by the Board.

For the purpose of determining the value of the SICAV's assets, the Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided (a) by various pricing sources available on the market such as pricing agencies (*i.e.*, Bloomberg, Reuters...) or fund administrators..., (b) by prime brokers and brokers, by the Manager or (c) by (a) specialist(s) duly authorised to that effect by the Board. Finally, (d) in the case no prices are found or when the valuation may not correctly be assessed, the Administrative Agent may rely upon the valuation provided by the Board or the Manager or any other financial intermediaries duly authorised by the Board in connection with calculating the Net Asset Value, as further described in the relevant agreement. Caceis Bank, Luxembourg Branch's liability for the accuracy of such calculation is limited to the accuracy of its computations. Caceis Bank, Luxembourg Branch is not liable for the accuracy of the valuation provided by the Board or the Manager any other financial intermediaries duly authorised by the Board in connection with calculating the Net Asset Value.

In circumstances where (a) one or more pricing sources fail(s) to provide valuations to the Administrative Agent, which could have a significant impact on the Net Asset Value, or where (b) the value of any asset(s) may not be determined as rapidly and accurately as required, it may occur that the Net Asset Value may not be calculated and, as a result, the subscription, conversion and redemption prices may not be determined. The Board may then decide to suspend the calculation of the Net Asset Value in accordance with the procedures described under Section "15. Suspension of the calculation of Net Asset Value" below. The Board will hence take the Administrative Agent informed on this suspension.

Adequate provisions will be made, Sub-Fund by Sub-Fund, for expenses to be borne by each of the SICAV's Sub-Funds and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria.

The value of all assets and liabilities not expressed in the Base Currency of a Sub-Fund will be converted into the Base Currency of such Sub-Fund at the exchange rates used for the Net Asset Value calculation of the same Valuation Day. If such quotations are not available, the rate of exchange will be determined 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 a Sub-Fund.

The latest net asset values and/or market prices of the SICAV and/or the Shares, as the case may be, are available at the registered office of the SICAV.

Additional information in relation to the SICAV's valuation procedure and of the pricing methodology for valuing the SICAV's assets, including as the case may be the methods used in valuing hard-to-value assets and the appointment of external valuers in accordance with Article 19 of the AIFM Directive, is available at the registered office of the SICAV.

C. The SICAV's liabilities shall include (without limitation):

- (i) all borrowings, bills matured and accounts due;
- (ii) all liabilities known, whether matured or not, including all matured contractual obligations that involve payments in cash or in kind (including the amount of dividends declared by the SICAV but not yet paid);
- (iii) all reserves, authorized or approved by the Board, in particular those that have been built up to reflect a possible depreciation on some of the SICAV's assets;
- (iv) all of the SICAV's other liabilities, of whatever nature with the exception of those represented by Shares in the SICAV. To assess the amount of these other liabilities, the SICAV shall take into account all expenditures to be borne by it, including, without any limitation, the incorporation expenses and costs for subsequent amendments to the Articles, accountant, Depositary, Administrative Agent, Paying Agent, Manager as well as the permanent representatives of the SICAV in countries where it is subject to registration (if any), the costs for legal assistance (including, for the avoidance of doubt, legal fees that may be incurred in relation to the exercise of corporate rights, legal actions and legal assistance in relation to litigations and/or settlements of claims brought by the Manager in respect of the assets of a Sub-Fund) and for the auditing of the SICAV's annual reports, the advertising costs, the costs of printing and publishing the documents prepared in order to promote the sale of Shares, the costs of printing the annual and interim financial reports, the costs of translating (where necessary) the semi-annual report (if any) and accounts, the annual audited report and accounts and all Issue Documents, the costs of printing confirmations of registration, remuneration of the members of the Board, the cost of convening and holding general meetings of Shareholders and meetings of the Board, reasonable travelling expenses of the members of the Board, directors' fees, the costs of registration statements (and maintaining the registration of the SICAV with governmental agencies or stock exchanges to permit the sale of the Shares), all taxes, corporate fees and duties charged by governmental authorities and stock exchanges, fiscal and governmental charges or duties in respect of or in connection with the acquisition, holding or disposal of any of the assets of the SICAV or relating to the purchase, sale, issue, transfer, redemption or

conversion of Shares by the SICAV and of paying dividends or making other distributions thereon, the costs of publishing the issue and redemption prices as well as any other running costs, including financial interest, fees or charges payable resulting from any borrowing by the SICAV, banking and brokerage expenses incurred when buying or selling assets or otherwise and all other administrative costs. For the valuation of the amount of these liabilities, the SICAV shall take into account *pro rata temporis* the expenses, administrative and other, that occur regularly or periodically.

The SICAV constitutes one single legal entity. With regard to third parties, in particular towards the SICAV's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it. The assets, liabilities, expenses and costs that cannot be allotted to one Sub-Fund will be charged to the different Sub-Funds in equal parts or, as far as it is justified by the amounts concerned, proportionally to their respective net assets.

Each of the Shares in the process of being redeemed shall be considered as a Share issued and existing until the close of business on the Valuation Day applied to the redemption of such Share and its price shall be considered as a liability of the SICAV from the close of business on this date and this until the price has been paid.

Each Share to be issued by the SICAV in accordance with subscription applications received shall be considered as issued from the close of business on the Valuation Day of its issue price and its price shall be considered as a debt due to the SICAV until it has been received by the SICAV.

The Net Asset Value per Share of each Sub-Fund, and the issue, conversion and redemption prices shall be made public at the date indicated in the relevant Sub-Fund's Supplement under Appendix I at the SICAV's registered office. In addition, they may be inserted in any newspaper as the Board may decide.

In the case of a material Net Asset Value error, the provisions of CSSF Circular 02/77 are applicable. Derogations from this principle (if any) in respect of a particular Sub-Fund would be set out in the Sub-Fund Supplements which describe the respective Sub-Funds.

15. SUSPENSION OF THE CALCULATION OF THE NET ASSET VALUE AND/OR OF THE ISSUE, REDEMPTION AND CONVERSION OF SHARES

The Board is authorized to temporarily suspend the calculation of the Net Asset Value per Share of any particular Class or any particular Sub-Funds, and/or the issue, redemption and conversion of Shares in the following circumstances:

- (i) during any period when any of the principal stock exchanges or other markets on which any substantial portion of the investments of the SICAV attributable to such Sub-Fund from time to time is quoted or dealt in, or when the foreign exchange markets corresponding to the currencies in which the Net Asset Value or a considerable portion of the relevant Sub-Fund's assets are denominated, is closed excluding ordinary holidays, or during which dealings therein are restricted or suspended or when one or more pricing sources fails to provide valuations, provided that such restriction or suspension affects the valuation on the investments of the SICAV attributable to a Sub-Fund quoted thereon; or
- (ii) during the existence of any state of affairs which constitutes, in the opinion of the Board, an emergency as a result of which disposals or valuations of assets owned by the SICAV attributable to such Sub-Fund would be impracticable or such disposal or valuation would be detrimental to the interests of Shareholders; or

- (iii) during any breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Sub-Fund or the current prices or values on any stock exchange or other market in respect of the assets attributable to such Sub-Fund; or
- (iv) when for any other reason the prices of any investments owned by the SICAV attributable to any Sub-Fund cannot promptly or accurately be ascertained; or (v) during any period when the SICAV is unable to repatriate funds for the purpose of making payments on the redemption of the 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; or
- (v) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving the winding-up of the SICAV or a Sub-Fund.

Shareholders having made an application for subscription, redemption and conversion of Shares in the Sub-Fund(s) for which the calculation of the Net Asset Value has been suspended will be informed of any such suspension at the time of the filing of their written request for such subscription, redemption or conversion or as soon as possible thereafter.

Such suspension as to any Sub-Fund or any Class of Shares will have no effect on (i) the calculation of the Net Asset Value per Sub-Fund or per Share, (ii) the issue, conversion, redemption of Shares of any other Class of Shares, if the assets within such other Class of Shares are not affected to the same extent by the same circumstances.

Any request for subscription, redemption or conversion will be irrevocable except in the event of a suspension of the calculation of the Net Asset Value, in which case Shareholders may give notice that they wish to withdraw their application by the end of the period of suspension of the calculation of the Net Asset Value. If no such notice is received by the SICAV, such application will be dealt with on the first Valuation Day, as determined for each relevant Sub-Fund, respectively Class of Shares, following the end of the period of suspension.

Under exceptional circumstances that may adversely affect the interests of Shareholders, or in instances of massive redemption applications of one Sub-Fund, the Board reserves the right only to determine the Share price after having executed, as soon as possible, the necessary sales of securities or other assets on behalf of the Sub-Fund. In this case, subscription, redemption and conversion applications in process shall be dealt with on the basis of the Net Asset Value thus calculated.

16. MARKET TIMING AND LATE TRADING

The SICAV does not permit market-timing or other excessive trading practices. Excessive, short-term (market-timing) trading practices may disrupt portfolio management strategies and harm the SICAV's performance. To minimise harm to the SICAV and its Shareholders, the Board has the right to reject any subscription, redemption or conversion order from any investor who is engaging in excessive trading or has a history of excessive trading or if an investor's trading, in the opinion of the Board, has been or may be disruptive to the SICAV or any of the Sub-Funds. In making this judgment, the Board may consider trading done in multiple accounts under common ownership or control. The Board also has the power to redeem all Shares held by a Shareholder who is or has been engaged in excessive trading. The Board will not be held liable for any loss resulting from rejected orders or mandatory redemptions.

17. ISSUE OF SHARES, SUBSCRIPTION AND PAYMENT PROCEDURE

Unless otherwise provided for in a Sub-Fund's Supplement below under Appendix I, the following provisions shall apply to the Sub-Funds.

The Board is authorized to issue additional Shares within each Sub-Fund at all times and without limits.

Initial subscription periods

The initial subscription periods as well as the conditions to subscribe for Shares in the Sub-Funds during such periods are specified in the relevant Sub-Fund's Supplement under Appendix I.

An Investors Pack containing, *i.a.*, the Subscription Form is available at the registered office of the SICAV. In order to comply with applicable anti money-laundering legislation, investors must submit, along with their Subscription Form, documents that prove their identity to the SICAV.

Subscription applications during initial subscription periods may be refused in the circumstances mentioned below.

Subsequent subscriptions

After the initial subscription period, Shares of each Sub-Fund will be issued at a price corresponding to the applicable Net Asset Value per Share of such Sub-Fund on the relevant Valuation Day, increased, as the case may be, by any applicable subscription fee in favour of the relevant Sub-Fund, as further set out in the relevant Sub-Fund's Supplement under Appendix I. The same percentage of subscription fee will be applied to all subscriptions of the same Class of Shares within the same Sub-Fund dealt with on the same Valuation Day.

Subscription applications must be sent to the Administrative Agent for each Sub-Fund in writing or by fax using the Subscription Form. All subscriptions will be handled on the basis of an unknown Net Asset Value.

Confirmation of registration or completed applications will be mailed at the risk of the Shareholder, to the address indicated in the application.

In each Sub-Fund, Shares may be available in the Unit Currency of the relevant Class of Shares, or in any other freely convertible currency specified by the Shareholder in which case the Shareholder shall pay the cost of any currency conversion and the rate of such conversion will be that of the relevant Valuation Day.

No Share will be issued in a Sub-Fund during any period when the calculation of the Net Asset Value per Share of such Sub-Fund is suspended or where issues have been suspended by the SICAV, pursuant to the powers reserved to it by Article 13 of the Articles. In case of suspension of dealings in Shares, the application will be dealt with on the first Valuation Day following the end of such suspension period.

The SICAV may reject any application in whole or in part at its discretion and without mentioning any reason, and in particular in the following circumstances, in which case subscription monies paid, as appropriate, will be returned to the applicant within the time period mentioned in the relevant Sub-Fund's Supplement under Appendix I:

- (i) the investor is not considered as an Eligible investor; or
- (ii) the investor does not comply with the "know your client" requirements in order to prevent money-laundering transactions; or

- (iii) the investment by such investor would entail a breach, a non-compliance or non-fulfilment of any applicable law or regulation; or
- (iv) the investor is not considered as an Eligible U.S. Investor; or
- (v) the subscription price is not paid within the relevant time period mentioned in the relevant Sub-Fund's Supplement under Appendix I; or
- (vi) the investment by such investor would breach the 25% investment threshold established for Benefit Plan Investors or other restrictions as described in Section "25. Certain ERISA Considerations"; or
- (vii) Shares would be held by persons or entities where such holding could result in legal, pecuniary, competitive, regulatory, tax or material administrative disadvantage to the SICAV, any Sub-Fund or the Shareholders.

Payment for Share subscriptions must be made by bank transfer, payable to the Depositary, within the time period mentioned in the relevant Sub-Fund's Supplement under Appendix I.

Subject to applicable Law and to the provisions of the Articles, the Board may, at its discretion, agree to issue Shares as consideration for a contribution in kind of securities or assets provided that such securities or assets comply with the investment objectives and policies of the relevant Sub-Fund. The Board will only exercise its discretion if: (i) the relevant Shareholder consents thereto; and (ii) the transfer would not adversely affect the other Shareholders. Any costs incurred in connection with a contribution in kind of securities or assets shall be borne by the relevant Shareholder.

18. REDEMPTION OF SHARES

Unless otherwise provided for in a Sub-Fund's Supplement below under Appendix I, the following provisions shall apply to the Sub-Funds.

Any Shareholder of any Sub-Fund is entitled, in principle, to request the redemption of its Shares by the SICAV, as further set out in the relevant Sub-Fund's Supplement under Appendix I, subject to any Lock-up Period applicable to the Sub-Fund or to the Class(es) of Shares thereof. The redemption price will be the applicable Net Asset Value per Share in such Sub-Fund as of the relevant Valuation Day, less any applicable redemption fees in favour of the relevant Sub-Fund, as the case may be, as further set out in the relevant Sub-Fund's Supplement under Appendix I. The same percentage of redemption fee (if any) will be applied to all redemptions of the same Class of Shares within the same Sub-Fund dealt with on the same Valuation Day. The Board has the right to waive partly or entirely this redemption fee.

In particular, in case of large redemptions, the Board may decide that any Duties and Charges related thereto by at the expenses of the relevant Shareholders on a *pro rata* basis and in compliance with the principle of equal treatment between Shareholders.

Shares redeemed by the SICAV may be cancelled.

The minimum redemption amount, if any, is set forth in the relevant Sub-Fund's Supplement under Appendix I. An Investors Pack containing, *i.a.*, a redemption form is available at the registered office of the SICAV.

Redemption applications must be sent in writing or by fax to the Administrative Agent. All redemption requests will be handled on the basis of an unknown Net Asset Value.

The redemption application is irrevocable (except in the case of a suspension of the calculation of the Net Asset Value) and/or the redemption of Shares have been suspended as described in Section "15. Suspension of the calculation of the Net Asset Value", and must indicate the number of Shares of the relevant Sub-Fund to be redeemed or the value to be redeemed as well as all useful references allowing the settlement of the redemption such as the name in which the Shares to be redeemed are registered, if applicable, and the necessary information as to the Shareholder to whom payment is to be made, including the remittance currency.

Redemption will be paid in the Unit Currency of the relevant Class of Shares, or in any currency specified by the relevant Shareholder in the redemption request, in which case any related conversion charges will be borne by the Shareholder.

The redemption price will normally be remitted within the time period mentioned in the relevant Sub-Fund's Supplement under Appendix I.

Shareholders should note that any redemption of Shares in the Sub-Funds would be at a price which may be higher or lower than the purchase price of the Shares, depending on the value of the assets of the relevant Sub-Fund at the time of redemption.

Subject to applicable Law and to the provisions of the Articles, the Board may, at its discretion, pay the redemption price to the relevant Shareholder by means of a contribution in kind of securities and other assets of the relevant Sub-Fund up to the value of the redemption amount. The Board will only exercise this discretion if: (i) the relevant Shareholder consents thereto; and (ii) the transfer would not adversely affect the remaining Shareholders. Any costs incurred in connection with a redemption in kind of securities or other assets shall be borne by the relevant Shareholder.

Shares in any Sub-Fund will not be redeemed if the calculation of the Net Asset Value per Share is suspended or where redemptions have been suspended by the SICAV for such Sub-Fund in accordance with Article 13 of the Articles.

Furthermore, if on any Valuation Day, redemption requests pursuant to Articles 10 of the Articles and conversion requests pursuant to Articles 9 of the Articles exceed 10% in aggregate of the Shares in issue in a specific Sub-Fund, the Board may decide that all or part, on a *pro rata* basis for each Shareholders asking for the redemption or the conversion of his/her/its Shares, of such requests for redemption will be deferred for such period as the Board considers to be in the best interest of the relevant Sub-Fund. On the next Valuation Day following this period, such outstanding redemption and conversion requests will be met in priority to later requests.

In the event that the net assets of a Sub-Fund are less than the equivalent of an amount as mentioned in the relevant Sub-Fund's Supplement under Appendix I and considered by the Board to be the minimum amount for such Sub-Fund to be operated in an economically efficient way, or in case of a substantial modification in the political, economic, monetary situation or as a matter of economic rationalization, which in the opinion of the Board renders this decision necessary, or whenever the interest of the relevant Shareholders demands so, the Board may decide, subject to the requirements laid down in Section "27.13 (i) Termination and Merger of Sub-Funds", to compulsorily redeem all the remaining Shares of the Sub-Fund. Such redemption will be made at the Net Asset Value applicable on the day on which all assets attributable to such Sub-Fund have been realized.

19. TRANSFER OF SHARES

Unless otherwise provided for in a Sub-Fund's Supplement below under Appendix I, the following procedures shall apply to the Sub-Funds.

A Shareholder may transfer all or part of the Shares held to another Eligible Investor or Eligible U.S. Investor, subject to the restrictions set forth in Section "25. Certain ERISA Considerations" and subject to the prior approval of the Board and in accordance with the provisions under "Subsequent Subscriptions" under Section "17. Issue of Shares, subscription and payment procedure" above.

Applications to transfer Shares must be made using the transfer form of the Investors Pack available at the registered office of the SICAV. The transfer form must be sent to the Administrative Agent in writing or by fax. Upon receipt of the transfer request, the SICAV may require that the signature(s) be guaranteed by an approved bank, stock broker or public notary. Shareholders are advised to contact the SICAV prior to requesting a transfer to ensure that they have all the correct documentation for the transaction.

The transfer may only be processed provided the transferee fulfils (i) the same minimum holding as the transferor requirements, if any, (ii) identification, eligibility or other requirement applying to redemption and subscription of Shares (see Sections "17. Issue of Shares, subscription and payment procedure" and "18. Redemption of Shares" as well as "21. Restrictions of ownership of Shares").

Unless otherwise provided for in the relevant Sub-Fund's Supplement under Appendix I, no transfer fee will generally be levied.

20. DILUTION LEVY AND SWING PRICING

The SICAV may suffer a reduction in value as a result of the transaction costs incurred in the purchase and sale of the Sub-Fund's underlying investments and the spread between the buying and selling prices of such investments caused by subscriptions, redemptions and/or switches in and out its Sub-Funds.

This will mean that in certain circumstances the SICAV will make adjustments in the calculations of the Net Asset Values per Share, to counter the impact of dealing and other costs on occasions when these are deemed to be significant. In principle, no rebalancing cost should be applied for transactions below 15% of the net assets of a Sub-Fund on any Valuation Day.

This is known as "dilution". In order to counter this and to protect Shareholders' interests, the SICAV may apply "swing pricing" or a dilution levy as part of its valuation policy.

20.1. Swing pricing

If on any Valuation Day the aggregate transactions in Shares of a Sub-Fund result in a net increase or decrease of Shares which exceeds a threshold set by the Board from time to time for that Sub-Fund (relating to the cost of market dealing for that Sub-Fund), the Net Asset Value of the Sub-Fund will be adjusted, to the extent allowed by applicable law, by an amount (not exceeding 2% of the Net Asset Value of that Sub-Fund) which reflects both the estimated fiscal charges and dealing costs that may be incurred by the Sub-Fund and the estimated bid/offer spread of the assets in which the Sub-Fund invests.

The SICAV is responsible for setting the threshold, which will be a percentage of the net assets of the respective Sub-Fund. The threshold is based on objective criteria such as the size of a Sub-Fund and the dealing costs for a Sub-Fund, and may be revised from time to time.

The need to make a dilution adjustment will depend upon the net value of subscriptions, switches and redemptions received by a Sub-Fund for each Valuation Day. The SICAV therefore reserves the right to

make a dilution adjustment where a Sub-Fund experiences a net cash movement which exceeds a threshold set by the Board from time to time of the previous Valuation Day's total Net Asset Value. Investors are advised that as a consequence of the application of swing pricing, the volatility of the Sub-Fund's net asset value may be higher than the volatility of the Sub-Fund's underlying portfolio.

Where a dilution adjustment is made, it will increase the Net Asset Value per Share when there are net inflows into the Sub-Fund and decrease the Net Asset Value per Share when there are net outflows. The Net Asset Value per Share of each Share Class in the Sub-Fund will be calculated separately but any dilution adjustment will, in percentage terms, affect the Net Asset Value per Share of each Share Class identically.

As dilution is related to the inflows and outflows of money from the Sub-Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently, it is also not possible to accurately predict how frequently the SICAV will need to make such dilution adjustments.

The swing pricing mechanism is applied on the capital activity at the level of the Sub-Fund and does not address the specific circumstances of each individual investor transaction.

The swing pricing mechanism may be applied across all Sub-Funds of the Company.

It should also be noted that the performance fee is calculated prior to any dilution adjustments.

20.2. Dilution Levy

Furthermore, under certain circumstances (for example, large volumes of deals) investment and/or disinvestments costs may have an adverse effect on the Shareholders' interest in the SICAV. In order to prevent this effect, called "dilution", the SICAV has the power to charge a "dilution levy" on the subscription, redemption and/or conversion of Shares. If charged, the dilution levy will be paid into the relevant Sub-Fund and will become part of the relevant Sub-Fund's assets.

The dilution levy for each Sub-Fund may be applied for transactions representing 15% of the net assets of a Sub-Fund on any Valuation Day and will be calculated by reference to the costs of dealing in the underlying investments of that Sub-Fund, including any dealing spreads, commission and transfer taxes.

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

- where a Sub-Fund is in constant decline (large volume of redemption requests);
- on a Sub-Fund experiencing substantial subscriptions in relation to its size;
- in the case of "large volumes" of redemptions, subscriptions and /or conversions where "large volumes" refers to net redemptions or subscriptions exceeding 15% of the Sub-Fund's entire assets;
- in all other cases where the SICAV considers the interests of Shareholders require the imposition of a dilution levy.

In any case the dilution levy shall not exceed 2% of the Net Asset Value per Share.

21. RESTRICTION OF OWNERSHIP OF SHARES

The SICAV reserves the right to:

- (i) refuse all or part of a subscription application for Shares under the circumstances provided for under "Subsequent Subscriptions" under Section "17. Issue of Shares, subscription and payment procedure" above;
- (ii) redeem, at any time, Shares held by a Shareholder not authorized to buy or own the SICAV's Shares and return the proceeds to the Shareholder.

21.1. Eligible Investors

The sale of Shares is restricted to Eligible Investors.

The SICAV will not issue Shares to investors which may not be considered as Eligible Investors. Furthermore, the SICAV will not give its approval to any transfer of Shares that would result in an investor, not qualifying as an Eligible Investor, becoming a Shareholder of the SICAV. The SICAV, at its full discretion, will refuse the issue or transfer of Shares if there is not sufficient evidence that the investor to which the Shares are sold or transferred to is an Eligible Investor.

Eligible Investors subscribing in their own name, but on behalf of a third party, must certify that such subscription is made on behalf of an Eligible Investor as aforesaid and the SICAV may require at its sole discretion, evidence that the beneficial owner of the Shares is an Eligible Investor.

21.2. Eligible U.S. Investors

The Shares have not been and will not be registered under the U.S Investment Company Act and the Shares have not and will not be registered under the U.S Securities Act. The Shares may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S) other than pursuant to an exemption from, or in a transaction not subject to the registration requirements of, the Securities Act and applicable state securities laws under circumstances that will not require the SICAV to register under the Investment Company Act.

Accordingly, the Shares are being offered and sold only (i) outside the United States in offshore transactions to non-U.S. Persons in compliance with Regulation S and (ii) in the United States or to, or for the account or benefit of, U.S. Persons pursuant to an exemption from the registration requirements of the Securities Act only to Eligible U.S. Investors. The SICAV is relying on the exception from the Investment Company Act set out in Section 3(c)(7) thereof. Shares may not be offered or sold by any form of general solicitation or general advertising, including without limitation the methods described in Rule 502(c) under the Securities Act, or in any manner involving a public offering in the United States (within the meaning of Section 4(2) of the Securities Act).

Any transfer or other disposition of any Shares that would, in the sole determination of the SICAV, require the SICAV to register as an "investment company" under the provisions of the Investment Company Act will be void, and such transfer or other disposition will not be recognised by the SICAV. If, at any time, the SICAV determines that (a) a Share or beneficial interest therein is held by or on behalf of an ineligible investor or (b) in the sole determination of the SICAV it is otherwise necessary to do so to maintain any applicable exemption under the Investment Company Act; the SICAV may, in its discretion and at the expense and risk of such investor, require any such investor to transfer such Shares or beneficial interest therein to an Eligible U.S. Investor or to a non-U.S. Person outside the United States. The determination of which Shares will be sold in any particular case is in the discretion of the SICAV or any agents on its behalf.

The Shares may only be sold or transferred to Plans and Benefit Plan Investors in the circumstances described in Section "25. Certain ERISA Considerations".

22. CONVERSION OF SHARES

Unless otherwise provided for in the relevant Sub-Fund's Supplement, the following provisions shall apply to the Sub-Funds.

Shareholders may request that all or part of their Shares they hold in any Class of Shares of any Sub-Fund be converted to (i) Shares of another Class of Shares of the same Sub-Fund or (ii) the equivalent or another Class of Shares of another Sub-Fund at a price corresponding to the applicable Net Asset Value per Share of the relevant Class of Shares of the relevant Sub-Fund increased, as the case may be, by any applicable conversion fee in favour of the relevant Class of Shares of the relevant Sub-Fund, as set out in the relevant Sub-Fund's Supplement under Appendix I. The same percentage of conversion fee will be applied to all conversions for a same Class of Shares within the same Sub-Fund dealt with on the same Valuation Day.

An Investors Pack containing, *i.a.*, a conversion form is available at the registered office of the SICAV. The Shareholder who wants to make such a conversion must send the conversion form in writing or by fax to the Administrative Agent, indicating the number of Shares to be converted from one Sub-Fund to another or from one Class of Shares to another Class of Shares within a Sub-Fund. All conversion requests will be handled on the basis of an unknown Net Asset Value.

Conversion requests are irrevocable except in the case of a suspension of the calculation of the Net Asset Value and/or of the conversion of Shares as described in Section "15. Suspension of the calculation of the Net Asset Value".

The SICAV reserves the right to refuse all or part of a conversion application for Shares.

The number of Shares allotted to the new Sub-Fund will be established according to the following formula:

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

Where:

- A equals the number of Shares to be allotted in the new Sub-Fund;
- B equals the number of Shares to be converted in the initial Sub-Fund;
- C equals the Net Asset Value, on the applicable Valuation Day, of the Shares to be converted in the initial Sub-Fund;
- D equals the Net Asset Value, on the applicable Valuation Day, of the Shares to be allotted in the new Sub-Fund.

After conversion, the SICAV will inform the Shareholders of the number of new Shares obtained by the conversion and their price.

23. DISTRIBUTION POLICY

Distributions shall be made, at the discretion of the Board, *i.a.*, by means of dividends, return of share premium (if any), or, as the case may be, by the redemption of Shares. Distribution (if any) are made in the order of priority as may further be described in the relevant Sub-Fund's Supplement under Appendix I.

The registered Shareholders shall be paid by bank transfer, according to their instructions.

Payments, if any, will be made by transfer in the Unit Currency of the relevant Class of Shares or in any currency specified by the Shareholder in which case any currency conversion costs shall be borne by the relevant Shareholder and the rate of such conversion will be that of the relevant Valuation Day.

Dividends remaining unclaimed five years after their declaration will be forfeited and reverted to the Sub-Fund concerned.

The Board may choose to pay interim dividends, at its own discretion.

In no event will a distribution be paid if, as a result thereof, the share capital of the SICAV, increased by the share premium (if any) would fall below EUR 1,250,000.-.

24. TAX CONSIDERATIONS

A. LUXEMBOURG TAX CONSIDERATIONS

The following information is based on the laws, regulations, decisions and practice currently in force in Luxembourg and is subject to changes therein, possibly with retrospective effect. This summary does not purport to be a comprehensive description of all Luxembourg tax laws and Luxembourg tax considerations that may be relevant to a decision to invest in, own, hold, or dispose of shares and is not intended as tax advice to any particular investor or potential Investor. Prospective Investors should consult their own professional advisers as to the implications of buying, holding or disposing of Shares and to the provisions of the laws of the jurisdiction in which they are subject to tax. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Luxembourg.

▪ Taxation of the SICAV

In Luxembourg, the SICAV is not subject to taxation on its income, profits or gains. The SICAV is not subject to net wealth tax in Luxembourg.

No stamp duty, capital duty or other tax will be payable in Luxembourg upon the issue of the shares of the SICAV.

The SICAV is subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.01% per annum based on the net asset value of the SICAV at the end of the relevant quarter, calculated and paid quarterly.

A subscription tax exemption applies to:

- the portion of any Sub-Fund's assets (prorata) invested in a Luxembourg investment fund or any of its sub-fund to the extent it is subject to the subscription tax (*taxe d'abonnement*);
- any Sub-Fund (i) whose sole object is the collective investment in money market instruments and the placing of deposits with credit institutions, and (ii) whose weighted residual portfolio maturity does not exceed 90 days, and (iii) that have obtained the highest possible rating from a recognised rating agency;
- any Sub-Fund or Class, the shares of which are reserved for

- institutions for occupational retirement provisions, or similar investment vehicles, set up on one or more employers' initiative for the benefit of their employees;
 - companies of one or more employers investing funds they hold, in order to provide retirement benefits to their employees;
- any Sub-Fund whose main objective is the investment in microfinance institutions.

Withholding tax

Interest and dividend income received by the SICAV may be subject to non-recoverable withholding tax in the source countries. The SICAV may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The SICAV may benefit from double tax treaties entered into by Luxembourg, which may provide for exemption from withholding tax or reduction of withholding tax rate.

Distributions made by the SICAV as well as liquidation proceeds and capital gains derived therefrom are not subject to withholding tax in Luxembourg.

▪ **Taxation of the Shareholders**

Luxembourg resident individuals

Capital gains realised on the sale of the Shares by Luxembourg resident individuals Investors who hold the Shares in their personal portfolios (and not as business assets) are generally not subject to Luxembourg income tax except if:

- the Shares are sold within 6 months from their subscription or purchase; or
- if the Shares held in the private portfolio constitute a substantial shareholding. A shareholding is considered as substantial when the seller, holds or has held, alone or with his/her spouse and underage children, either directly or indirectly at any time during the five years preceding the date of the disposal of more than 10% of the share capital of the SICAV.

Distributions received from the SICAV will be subject to Luxembourg personal income tax.

Luxembourg personal income tax is levied following a progressive income tax scale, and increased by the solidarity surcharge (*contribution au fonds pour l'emploi*) giving an effective maximum marginal tax rate.

Luxembourg resident corporate

Luxembourg resident corporate Investors will be subject to corporate taxation at the rate of 24.94% (in 2019 for entities having their registered office in Luxembourg-City) on capital gains realised upon disposal of the Share and on the distributions received from the SICAV.

Luxembourg corporate resident Investors who benefit from a special tax regime, such as, for example, (i) undertakings for collective investment subject to the 2010 Law, related to undertakings for collective investments, (ii) specialized investment funds subject to the SIF Law, (iii) reserved alternative investment funds subject to the law of 23 July 2016 on reserved alternative investment funds, as amended (a "RAIF") (to the extent they have not opted to be subject to general corporation taxes) or (iv) family wealth management companies subject to the law of 11 May 2007 related to family wealth management companies, are exempt from income tax in Luxembourg, but instead subject to an annual subscription tax (*taxe d'abonnement*) and thus income derived from the Shares, as well as gains

realized thereon, are not subject to Luxembourg income taxes.

The Shares shall be part of the taxable net wealth of the Luxembourg resident corporate Investors except if the holder of the Shares is (i) an undertaking for collective investment subject to the 2010 Law, (ii) a vehicle governed by the law of 22 March 2004 on securitization, (iii) a company governed by the law of 15 June 2004 on venture capital vehicles, (iv) a specialized investment fund subject to the SIF law (v) a RAIF or (vi) a family wealth management company subject to the law of 11 May 2007 related to family wealth management companies. The taxable net wealth is subject to tax on a yearly basis at the rate of 0.5%. A reduced rate of 0.05% is due for the portion of the net wealth exceeding EUR 500 million.

Non Luxembourg resident Shareholders

Non-resident individuals or collective entities who do not have a permanent establishment in Luxembourg to which the Shares are attributable, are not subject to Luxembourg taxation on capital gains realized upon disposal of the Shares nor on the distribution received from the SICAV and the Shares will not be subject to net wealth tax.

Automatic Exchange of Information

The Organisation for Economic Co-operation and Development ("OECD") has developed a common reporting standard ("CRS") to achieve a comprehensive and multilateral automatic exchange of information (AEOI) on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "Euro-CRS Directive") was adopted in order to implement the CRS among the Member States. The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("CRS Law"). The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement.

Accordingly, the SICAV may require its investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status. Responding to CRS-related questions is mandatory. The personal data obtained will be used for the purpose of the CRS Information regarding an investor and his/her/its account will be reported to the Luxembourg tax authorities (*Administration des Contributions Directes*), which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis, if such account is deemed a CRS reportable account under the CRS Law. The SICAV is responsible for the treatment of the personal data provided for in the CRS Law. The investor has a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) which can be exercised by contacting the Administrative Agent.

The SICAV reserves the right to refuse any application for Shares if the information whether provided or not, does not satisfy the requirements under the CRS Law

Under the CRS Law, the first exchange of information will be applied by 30 September 2017 for information related to the calendar year 2016. Under the Euro-CRS Directive, the first AEOI must be applied by 30 September 2017 to the local tax authorities of the Member States for the data relating to the calendar year 2016.

In addition, Luxembourg signed the OECD's multilateral competent authority agreement ("Multilateral Agreement") to exchange information automatically under the CRS. The Multilateral Agreement aims to implement the CRS among non-Member States; it requires agreements on a country-by-country basis.

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

B. CERTAIN US FEDERAL INCOME TAX CONSIDERATIONS

Circular 230 Disclosure

To ensure compliance with Treasury Department Circular 230, each holder of a Share is hereby notified that: (A) the US federal income tax ("**USFIT**") discussion in this Issue Document was not written, is not intended to be used, and cannot be used by any holder of Shares for purposes of avoiding USFIT penalties that may be imposed on such holder; (B) such discussion was written to support the promotion or marketing (within the meaning of US Internal Revenue Service Circular 230) of the Shares; and (C) each holder of a Share should seek advice based on such holder's particular circumstances from an independent tax advisor.

General

The following is a general summary of certain principal USFIT consequences that may be relevant with respect to the ownership of the Shares. This summary addresses only the USFIT considerations of US Holders (as defined below) that acquire Shares at their original issuance pursuant to this Issue Document and that will hold the Shares as capital assets. This summary does not purport to address all USFIT matters that may be relevant to a particular holder. This summary does not address tax considerations applicable to holders that may be subject to special tax rules including, without limitation, the following: (i) financial institutions; (ii) insurance companies; (iii) dealers or traders in securities, currencies or notional principal contracts; (iv) tax-exempt entities; (v) regulated investment companies; (vi) real estate investment trusts; (vii) persons that will hold the Shares as part of a "hedging" or "conversion" transaction or as a position in a "straddle" or as part of a synthetic security or other integrated transaction for USFIT purposes; (viii) persons that own (or are deemed to own) 10 per cent or more of the voting Shares (or interests treated as equity) of the SICAV; (ix) persons that have a "functional currency" other than the US dollar; and (x) partnerships, pass-through entities, or persons who hold the Shares through partnerships or pass-through entities. Further, this summary does not address alternative minimum tax consequences or the indirect effects on the holders of equity interests in a holder of Shares.

This summary is based on the US Internal Revenue Code of 1986, as amended (the "**Code**"), US Treasury regulations and judicial and administrative interpretations thereof, in each case as in effect and available on the date of this Issue Document. All of the foregoing is subject to change, which change could apply retroactively and could affect the USFIT consequences described below. This summary also does not describe any tax consequences arising under the laws of any taxing jurisdiction other than the federal income tax laws of the US federal government.

Each prospective investor is urged to consult its own tax advisor with respect to the USFIT and state, local and foreign tax consequences of acquiring, owning or disposing of the Shares.

For the purposes of this summary, a "**US Holder**" is a beneficial owner of Shares that is, for USFIT purposes: (i) an individual citizen or resident of the United States; (ii) a corporation created or organised in or under the laws of the United States or any state thereof (including the District of Columbia); (iii) an estate the income of which is subject to USFIT regardless of its source; or (iv) a trust if (x) a court within the United States is able to exercise primary supervision over its administration and (y) one or more U.S. persons have the authority to control all of the substantial decisions of such trust. As provided in US Treasury regulations, certain trusts in existence on 20 August 1996, and treated as US persons prior to that date that maintain a valid election to continue to be treated as United States persons also are US Holders. If a partnership

holds the Shares, the USFIT treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding the Shares should consult its tax advisor regarding the tax considerations of investing in the Shares under its particular situation.

No rulings have been sought from the Internal Revenue Service ("**IRS**") regarding the matters discussed herein, and there can be no assurance that the IRS or a court will agree with the views expressed herein. This discussion is a general summary and does not cover all tax matters that may be important to a particular investor. Prospective investors should consult their own tax advisors regarding the consequences of an investment in the Shares the USFIT and state, local and foreign tax consequences of acquiring, owning or disposing of the Shares.

USFIT Classification of the SICAV

The SICAV is classified as a corporation for USFIT purposes. As a Luxembourg *société anonyme*, it is a *per se* corporation under the US Treasury Regulations and therefore cannot elect to change its classification. The Shares represent equity interests in the SICAV for USFIT purposes.

Taxation of US Holders

Distributions

Subject to the passive foreign investment company ("**PFIC**") and controlled foreign corporation ("**CFC**") rules described below, distributions in the form of cash or property (gross of any withholding tax withheld) with respect to a Share will be taxable to a US Holder as a dividend to the extent of the SICAV's current and accumulated earnings and profits relating to such Share as determined under USFIT principles. Any distributions in excess of related earnings and profits will be non-taxable to the US Holder to the extent of, and will be applied against and reduce, the US Holder's adjusted tax basis in the Shares. Any distributions in excess of both related earnings and profits and the US Holder's adjusted tax basis will generally be taxable to the US Holder as capital gain. If the SICAV does not maintain calculation of its earnings and profits under USFIT principles, then US Holders may be required to treat any distribution as a taxable dividend even if that distribution would otherwise be treated as a non-taxable return of capital or as a capital gain under the rules described above. The amount of any distribution of property other than cash will be the fair market value of that property on the date of distribution. Dividends received will not be eligible for the dividends received deduction allowed to corporations, nor will they be eligible for the reduced income tax rate applicable to certain US non-corporate shareholders that receive "qualified dividends" paid by "qualified foreign corporations".

Amounts received as dividends by a US Holder with respect to the Shares will be treated as foreign source income for the purposes of calculating that Shareholder's foreign tax credit limitation. Subject to various conditions and limitations, any foreign country tax withheld on dividends may be deducted from taxable income or credited against a US Holder's USFIT liability. The rules relating to foreign tax credits and the timing thereof are very complex, and US Holders should consult their own tax advisors regarding the availability of a foreign tax credit under their particular situation.

PFIC Considerations

The PFIC discussion set forth below is subject to the discussion of CFCs below.

A PFIC is any foreign corporation at least 50% of whose assets produce passive income (or no income), or at least 75% of whose income is passive, for any taxable year in the U.S. Holder's holding period. The composition of the Issuer's income and assets will cause it to be treated as a PFIC. Consequently, unless a US Holder makes a valid "QEF" election (described below) such US Holder (i) will be required

to report any gain on disposition of its Shares as ordinary income and to compute the tax liability on such gain and "excess distributions" (defined below) as if the items had been earned ratably over each day in the US Holder's holding period for the Shares, and (ii) will be subject to the highest ordinary income tax rate for each prior taxable year in which the items were treated as having been earned, regardless of the rate otherwise applicable to the US Holder. Such a US Holder also will be liable for an additional tax equal to an interest charge on the tax liability attributable to such income allocated to prior years as if such liability had ripened in the relevant prior year.

For purposes of the foregoing PFIC rules, a gift, an exchange pursuant to corporate reorganizations, and the use of the Shares as security for a loan may be treated as a taxable disposition.

An "excess distribution" is the amount by which distributions during a taxable year on the Shares (whether denominated as interest or principal) exceed 125% of the average amount of distributions on the Shares during the three preceding taxable years (or, if shorter, the US Holder's holding period for the Shares). Payments received in redemption of the Shares, if in excess of the tax basis of the US Holder in the Shares, will be considered gain for purposes of the PFIC rules.

A US Holder may avoid certain unfavourable consequences of the PFIC rules by electing to mark its Shares to market as of the close of each taxable year, if the Shares constitute "marketable stock" for PFIC purposes. If a US Holder makes that election, it generally would be required to include annually ordinary income calculated with respect to the fair market value of the Shares at the close the year, and otherwise would be required to include gain from the actual sale of the Shares as ordinary income, accounting for any previously included income under the mark to market regime. However, it is not anticipated that the Shares will qualify as "marketable stock" for purposes of the mark to market election.

United States shareholders in a PFIC generally are eligible to make an election to treat the PFIC as a "qualified electing fund" (a "**QEF**"). The USFIT regime applicable to QEFs is entirely different from the regular PFIC regime. If a US Holder makes the QEF election, the US Holder must include annually in gross income its *pro rata* share of the SICAV's ordinary earnings and net realized capital gains, whether or not such amounts are actually distributed to it. The deemed distribution is subject to tax at either ordinary or capital rates, depending on the character of the income. Income that is actually distributed to the US Holder (as opposed to the annual deemed distribution) is not taxable to the extent it is paid out of the SICAV's earnings and profits that have already been taxed as deemed distributions.

A QEF election, once made, may not be revoked without the consent of the IRS. In general, a US Holder must make a QEF election on or before the due date for filing its income tax return for the first year for which it intends the QEF election to apply.

The QEF election is effective only if certain required information is made available by the SICAV to the US Holder.

CFC Considerations

Depending on the degree of ownership of Shares by US Holders, the SICAV may constitute a CFC. In general, a foreign corporation is a CFC if more than 50% of its shares, measured by either voting power or value, are held, directly or indirectly, by "**Substantial US Shareholders**". A Substantial US Shareholder is any person that is a US person, including a US citizen, resident, partnership, corporation, estate or trust that owns (actually or constructively) 10% or more of the combined voting power of all classes of shares of a foreign corporation.

If the SICAV were a CFC, a US Holder of Shares that is a Substantial US Shareholder would be treated, subject to certain exceptions, as receiving a dividend at the end of the SICAV's taxable year (generally

the calendar year unless the SICAV is majority owned, directly or by attribution, by a Substantial US Shareholder, in which case the SICAV's year will match such Substantial U.S. Shareholder's year) equal to such US Holder's *pro rata* share of the SICAV's "subpart F" income and an amount calculated with respect to earnings invested by the SICAV in US property, if any, during that year. Among other items, and subject to certain exceptions, "subpart F" income includes dividends, interest, and gains from the sale of shares and securities. It is likely that all of the SICAV's income would be subpart F income. Generally, however, amounts previously treated as subpart F income in the hands of Substantial US Shareholders are not taxable upon their eventual physical distribution to such Substantial US Shareholders.

If the SICAV were treated as a CFC, a Substantial US Shareholder of Shares would be taxable on the subpart F income of the SICAV under rules described in the preceding paragraphs and not under the PFIC rules described above.

Sale, Exchange or Other Disposition of Shares

Subject to the PFIC rules described above, a US Holder generally will recognize capital gain or loss for USFIT purposes upon the sale, exchange or other disposition of a Share equal to the difference between (i) the US dollar value of the amount realized from such sale, exchange or other disposition and (ii) such US Holder's adjusted tax basis in such Share.

A US Holder's adjusted tax basis in its Shares generally is the US dollar value of the purchase price of such Shares on the date of purchase. Such basis will be increased by amounts taxable to such US Holder under the CFC rules and decreased by actual distributions from the SICAV that are deemed to reflect such amounts or are treated as non-taxable returns of capital.

The capital gain or loss will be long-term capital gain or loss if the US Holder's holding period in the Shares exceeds one year and generally will be treated as from sources within the United States.

If the Issuer were treated as a CFC and the US Holder treated as a Substantial US Shareholder therein, then any gain realized by such US Holder upon the disposition of a Share would be treated as ordinary income to the extent of the current or accumulated earnings and profits of the SICAV. For purposes of such treatment, however, earnings and profits would not include any amounts previously taxed pursuant to the CFC rules.

Under the PFIC rules, if the US Holder of Shares does not make an effective QEF election, such US Holder would be subject to the special rules relating to gains described under "PFIC Considerations" above.

Prospective investors should consult their own tax advisors with respect to the treatment of capital gains (which may be taxed at lower rates than ordinary income for taxpayers who are individuals, trusts or estates that held the Shares for more than one year) and capital losses (the deductibility of which is subject to limitations).

Redemption of Shares

The redemption of Shares by the SICAV will be treated as a sale of the redeemed Shares by the US Holder (which is taxable as described above under "*Sale, Exchange or Other Disposition of Shares*") or, in certain circumstances, as a distribution to the US Holder (which is taxable as described above under "*Distributions*").

Foreign Currency Gains and Losses

Prospective investors should consult with their tax advisors with respect to the USFIT treatment of foreign

exchange gains and losses, including with respect to actual and deemed distributions under the PFIC rules, including where a QEF election is made, and the CFC rules.

Information Reporting Requirements

Under USFIT law and regulations, certain categories of US persons must file information returns with respect to their investment in the equity interests of a foreign corporation. Generally, US Holders will be required to file an IRS Form 926 and/or Form 5471 with respect to their acquisition of the Shares. On-compliance with the foregoing filing requirement may result in severe penalties. In addition, because the SICAV is a PFIC, each US Holder of the Shares will be required to make an annual return on IRS Form 8621, reporting distributions received and gains realized with respect to that PFIC interest. US Holders should consult their own tax advisors regarding any USFIT information reporting requirements that are attributable to such US Holder's ownership of the Shares.

The discussion above is a general summary. It does not cover all tax matters that may be of importance to a particular investor. Each prospective Holder is strongly urged to consult its own tax advisor about the tax consequences to it of an investment in the Shares under the investor's own circumstances.

25. CERTAIN ERISA CONSIDERATIONS

Circular 230 Disclosure

To ensure compliance with Treasury Department Circular 230, each holder of a Share is hereby notified that: (A) the US federal income tax ("**USFIT**") discussion in this Issue Document was not written, is not intended to be used, and cannot be used by any holder of Shares for purposes of avoiding USFIT penalties that may be imposed on such holder; (B) such discussion was written to support the promotion or marketing (within the meaning of US Internal Revenue Service Circular 230) of the Shares; and (C) each holder of a Share should seek advice based on such holder's particular circumstances from an independent tax advisor.

The following is a summary of material considerations arising under the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and the prohibited transaction provisions of Section 4975 of the Code that may be relevant to a prospective purchaser of the Participating Shares that is an employee benefit plan (as defined in Section 3(3) of ERISA), or certain other retirement plans and arrangements, including individual retirement accounts and annuities, and Keogh plans subject to Section 4975 of the Code, or an entity that is deemed to hold the assets of any such plan by reason of a plan's investment in such entity (each of the foregoing, a "**Plan**"). The discussion does not purport to address all aspects of ERISA or Code Section 4975 or state law that may be relevant to particular Plans in light of their particular circumstances.

The discussion is based on the current provisions of ERISA and the Code, existing and currently proposed regulations under ERISA and the Code, the legislative history of ERISA and the Code, existing administrative rulings of the United States Department of Labor ("**DOL**") and reported judicial decisions. No assurance can be given that legislative, judicial or administrative changes will not affect the accuracy of any statements herein or that such changes will not be retroactive.

General

Investments by Plans are subject to general fiduciary requirements pursuant to ERISA and Code Section 4975, including the requirement of investment prudence and diversification, requirements respecting delegation of investment authority and the requirement that a Plan's investments be made in accordance with the Plan's governing documents. A fiduciary (as defined in Section 3(21)(A) of ERISA and Code

Section 4975(e)(3)) of a Plan who proposes to cause such a Plan to purchase Shares should determine whether, under the general fiduciary standards of ERISA or other applicable law, an investment in the Shares is appropriate for such Plan. In determining whether a particular investment is appropriate for a Plan, fiduciaries of a Plan are required by DOL regulations to give appropriate consideration to (among other things) the role that the investment plays in the Plan's portfolio, taking into consideration (i) whether the investment is designed reasonably to further the Plan's purpose, (ii) an examination of the risk and return factors, (iii) the portfolio's composition with regard to diversification, (iv) the liquidity and current return of the total portfolio relative to the anticipated cash flow needs of the Plan and (v) the projected return of the total portfolio relative to the Plan's funding objectives. Before investing the assets of a Plan in the Shares, a fiduciary should determine whether such an investment is consistent with the foregoing regulations and its fiduciary responsibilities, including any specific restrictions to which such fiduciary may be subject.

Prohibited Transaction Rules

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions ("**Prohibited Transactions**") involving the assets of a Plan and certain persons having certain relationships to such Plan (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code), unless an exemption is available. For example, fiduciaries and service providers are "parties in interest" and "disqualified persons" for purposes of the Prohibited Transaction rules. A party in interest or a disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. For example, Code Section 4975 imposes excise taxes, and, in some cases, a civil penalty may be assessed pursuant to Section 502(i) of ERISA on parties in interest or disqualified persons that engage in non-exempt Prohibited Transactions. Furthermore, a fiduciary that permits a Plan to engage in a transaction that the fiduciary knows or should know is a Prohibited Transaction may be liable to the Plan for any losses realized by the Plan or any profits realized by the fiduciary in the transaction. Consequently, a fiduciary considering a purchase of Shares should consider whether such an investment might constitute or give rise to a Prohibited Transaction under ERISA or the Code.

The SICAV, the Depositary, the Manager, the Prime Broker, the Board, and their affiliates could be parties in interest or disqualified persons with respect to a Plan. If so, the acquisition of Shares by or on behalf of a Plan could give rise to a Prohibited Transaction unless a specific exemption applies. Certain exemptions from the Prohibited Transaction rules may apply depending on the type of fiduciary making the decision to acquire the Participating Shares and the circumstances under which the decision is made. Among these exemptions are the statutory exemption for certain transactions between Plans and service providers as described in Section 408(b)(17) of ERISA and Code Section 4975(d)(2) of the Code (both as amended by Section 611(d) of the Pension Protection Act of 2006) and class exemptions PTE 96-23 (relating to transaction directed by an "in house" professional asset manager "**INHAM**"); PTE 95-60 (relating to transactions involving insurance company general accounts); PTE 91-38 (relating to investments by bank collective investment funds); PTE 84-14 (relating to transactions effected by a qualified professional asset manager ("**QPAM**")); and PTE 90-1 (relating to investments involving insurance company pooled separate accounts). There is no assurance that any of these class exemptions or any other exemption will be available with respect to any particular transaction involving the Shares.

Each purchaser or transferee of a Share that is a Plan or is investing assets of a Plan, by virtue of acquiring a Share, shall be deemed to represent that the relevant conditions for exemptive relief under at least one of the Prohibited Transaction exemptions have been satisfied.

Plan Asset Rules

The DOL has promulgated regulations (29 C.F.R. § 2510.3-101) (the "**Plan Asset Rules**") describing the

scope of the assets considered for purposes of certain provisions of ERISA, including the fiduciary responsibility provisions of Title I of ERISA, and Section 4975 of the Code, to have been acquired by a Plan when the Plan invests in an entity. Under the Plan Asset Rules, if a Plan invests in an "equity interest" of an entity, such as the SICAV, that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act, the Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation in the entity by Benefit Plan Investors (as defined below) is not "significant". Participation by Benefit Plan Investors is "significant" if immediately after the most recent acquisition of an equity interest in the entity, Benefit Plan Investors hold 25% or more of the value of any class of equity interests. Note that in calculating ownership percentages, any interests held by a person who has discretionary authority or control over the assets of the entity (such as the general partner of a partnership) or who renders investment advice for a fee with respect to such assets (or any affiliate of such a person) is ignored. An equity interest is defined in the Plan Asset Rules as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. The Shares will be treated as "equity interests" for purposes of the Plan Asset Rules.

For purposes hereof, the term "**Benefit Plan Investor**" means (i) any employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (ii) any plan described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code, or (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity, as provided in the Plan Asset Rules, or otherwise as may be provided for purposes of ERISA or Section 4975 of the Code.

Investors should be aware that neither the SICAV, the Depositary, the Administrative Agent, the Manager, the Prime Broker, the Board, their affiliates, nor those persons managing the issuers of the underlying securities held by the Sub-Funds intend to conduct themselves with regard for the fiduciary obligations of Plan fiduciaries. Moreover, if the SICAV's assets were deemed to be Plan assets by reason of a Plan investing in the Shares, the liabilities, obligations and other responsibilities of Plan sponsors, various Plan fiduciaries, administrators and parties in interest or disqualified persons under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code may be broadened and increased, except to the extent (if any) that a favourable statutory or administrative exemption or exception applies. As is the case regarding Prohibited Transactions generally, Plan fiduciaries must determine for themselves whether, and the extent to which, any such exemption or exception would apply.

In light of the Plan Asset Rules and the Prohibited Transaction rules, the Shares are subject to certain restrictions on their purchase and transfer by Plan investors. The SICAV intends to limit equity ownership by Benefit Plan Investors to less than 25% of the value of any class of Shares issued by the SICAV unless and until it is determined that some other exception applies to exempt the SICAV from the Plan Asset Rules. Benefit Plan Investors should be aware that they may be precluded from purchasing Shares to the extent the 25% ownership threshold has been reached.

Each investor will be required to complete and execute a Subscription Agreement wherein they will be required to represent, warrant, and agree that it, and each account for which it is purchasing any Shares:

- (A) (1) is not, and for so long as it holds Shares it will not be, a Benefit Plan Investor, is not, and for so long as it holds Shares it will not be, using the assets of a Benefit Plan Investor (including, without limitation, assets that may be held in an insurance company's separate or general accounts where assets in such accounts may be deemed "plan assets" for purposes of ERISA or Code Section 4975) to acquire its Shares, will not at any time hold its Shares for a Benefit Plan Investor, and will not transfer its Shares to a Benefit Plan Investor; and

- (2) in the case of an employee benefit plan that is not a Benefit Plan Investor because it is not subject to ERISA or to Section 4975 of the Code (e.g. a governmental, church, or foreign plan), its holding and transfer of the Shares are and will be permissible under all, and do not and will not constitute or result in a violation of any, federal, state and other applicable laws that are similar to the prohibited transaction provisions of Section 406 of ERISA or Code Section 4975; or
- (B)
 - (1) is a Benefit Plan Investor whose purchase and holding of Shares will not result in a non-exempt Prohibited Transaction under ERISA or Section 4975 of the Code, and
 - (2) in the case of a Benefit Plan Investor that so qualifies under (iii) of the definition of Benefit Plan Investor above, it covenants to provide the SICAV with the exact percentage of its assets that are deemed to be plan assets under the Plan Asset Rules on the day it purchases Shares and it covenants that such percentage will not increase for so long as it holds Shares.

Prior to making an investment in the Shares, prospective Plan investors (whether or not subject to ERISA or Section 4975 of the Code) should consult with their legal and other advisors concerning the impact of ERISA and the Code (and, particularly in the case of non-ERISA Plans, any additional state, local and foreign law considerations), as applicable, and the potential consequences in their specific circumstances of an investment in Shares.

THE SALE OF SHARES TO A PLAN IS IN NO RESPECT A REPRESENTATION BY THE SICAV, THE MANAGER, THE DEPOSITARY, THE ADMINISTRATIVE AGENT, THE PRIME BROKER, THE BOARD, OR THEIR AFFILIATES THAT THIS INVESTMENT MEETS ALL RELEVANT REQUIREMENTS WITH RESPECT TO INVESTMENTS BY PLANS GENERALLY OR ANY PARTICULAR PLAN OR THAT THIS INVESTMENT IS APPROPRIATE FOR PLANS GENERALLY OR ANY PARTICULAR PLAN.

26. CHARGES AND COSTS

The SICAV shall bear its incorporation expenses, including the costs of drawing up and printing this Issue Document, as same may be amended from time to time, notary public fees, the filing costs with the administrative authorities, the costs of printing confirmation of shareholding and any other costs pertaining to the setting up and launching of the SICAV.

Costs and expenses which cannot be allotted to one specific Sub-Fund will be charged to the different Sub-Funds proportionally to their respective net assets.

The SICAV shall bear all its operating costs as stipulated in Section 14.C, sub-paragraph (iv).

The formation and preliminary expenses of the SICAV, amounting to approximately EUR 100,000.- may be amortized over a 5-year period.

If a new Sub-Fund is later created, the formation and preliminary expenses of this Sub-Fund will be allocated among all existing Sub-Funds; it being understood that the new Sub-Fund will also be charged a *prorata* portion of the initial establishment expenses unamortized as of its launch date.

The fees payable by the SICAV are as follows:

26.1. Management and Performance Fees

Management Fee

In consideration for the management services, the relevant Sub-Funds shall, unless otherwise provided for a specific Sub-Fund, pay management fees to the Manager. These management fees may be composed of a fixed rate fee and a performance fee to the Manager, as in the relevant Sub-Fund's Supplement under Appendix I.

Unless provided for a specific Sub-Fund, the fixed rate fee shall be calculated and paid quarterly in arrears at a maximum rate per annum of the Sub-Fund's Net Asset Value as detailed in the relevant Sub-Fund's Supplement under Appendix I. This fixed rate fee will be payable whether or not the management of the Sub-Fund is profitable.

Performance Fee

In addition, the performance fee may be paid by the relevant Sub-Fund. Such Performance Fee is based on the appreciation of the gross Net Asset Value per Share in excess of the Peak Net Asset Value per Share (as defined hereinafter), unless otherwise provided in the relevant Sub-Fund's Supplement under Appendix I. It is payable at the rate and time period specified in the relevant Sub-Fund's Supplement under Appendix I. The Peak Net Asset Value per Share is the greater of (i) the price at which Shares are issued at the close of the initial offering period, and, if applicable, (ii) the Net Asset Value per Share in effect immediately after the most recent Performance Fee Period in respect of which a Performance Fee (other than a Performance Fee Redemption, as defined in the following sub-section) was charged (the "**Peak Net Asset Value**").

If the Performance Fee Period includes multiple Valuation Days, the Performance Fee will accrue in line with the cumulative appreciation per Share during the Performance Fee Period. If losses occur after a Performance Fee has been paid (become payable), the previous Performance Fee previously paid (payable) will remain paid (payable), but no further Performance Fee will be payable until such losses have been recovered and new appreciation in the gross Net Asset Value per Share has been achieved in excess of the Peak Net Asset Value per Share.

Out of the Performance Fee to be paid by the SICAV, up to 25% will be allocated to charitable organisations designated by the Board, the amount being determined by the Board in consultation with the Manager. Further information on the performance fee is available upon request from the registered office of the Manager.

Equalisation

Subject to the provisions in the relevant Sub-Fund's Supplement under Appendix I, equalisation may be applied. With equalisation, Performance Fee is effectively calculated on a Share-by-Share basis so that each Share is charged a Performance Fee that equates with that Share's performance. This method of calculation ensures that (i) any Performance Fee paid to the Manager is charged only to those Shares that have appreciated in value, (ii) all Shareholders within a Class of Share have the same amount per Share at risk, and (iii) all Shares of a Class of Shares have the same Net Asset Value per Share. The equalisation method adopted is usually referred to as the "**Equalisation Share Adjustment Approach**" according to which investors subscribe against the gross Net Asset Value per Share and redeem against the Net Asset Value per Share. If an investor subscribes for Shares of a Class at a time when the Net Asset Value per Share of that Class of Shares is other than the Peak Net Asset Value per Share of that Class,

certain adjustments will be made to reduce inequities that could otherwise result to the subscriber, the existing or exiting Shareholders or to the Manager. This can be explained as follows:

(A) If Shares are subscribed for at a time when the Net Asset Value per Share is less than the Peak Net Asset Value per Share of the relevant Class (such Net Asset Value per Share at which such Shares are subscribed for being the initial "**Base Net Asset Value per Share**" for such Shares), the investor shall be required to pay a Performance Fee with respect to any subsequent appreciation in the value of those Shares.

At the end of each Performance Fee Period, the Base Net Asset Value per Share will be updated to the greater of (i) the existing Base Net Asset Value per Share, and (ii) the minimum of (x) the then current Net Asset Value per Share, and (y) the Peak Net Asset Value per Share. The Base Net Asset Value per Share will be updated and taken into account until the Net Asset Value per Share as at the end of a Performance Fee Period has reached the Peak Net Asset Value per Share.

With respect to any appreciation in the value of those Shares from the Base Net Asset Value per Share up to the Peak Net Asset Value per Share, an equalisation deficit (the "**Equalisation Deficit**") will be taken into account. The Equalisation Deficit is calculated as the relevant Performance Fee percentage of any such appreciation, and will crystallise at the end of each Performance Fee Period by redeeming at the then current Net Asset Value per Share such number of the Shareholder's Shares of the relevant Class as have an aggregate value equal to the relevant Performance Fee percentage of the difference between (i) the minimum of (x) the then current Net Asset Value per Share, and (y) the Peak Net Asset Value per Share, and (ii) the Base Net Asset Value per Share of the relevant subscription, multiplied by the number of the Shareholder's Shares of that Class which are subject to the Equalisation Deficit (such redemption, a "**Performance Fee Redemption**"). The Shareholder's Shares of that Class will continue to be so redeemed at the end of each Performance Fee Period until the Base Net Asset Value per Share of the relevant subscription reaches the Peak Net Asset Value per Share. The aggregate Net Asset Value of the Shares so redeemed will be paid to the Manager as a Performance Fee. Performance Fee Redemptions are employed to ensure that the SICAV maintains a uniform Net Asset Value per Share of each Class. As regards the Shareholder's remaining Shares of that Class, any appreciation in the gross Net Asset Value per Share of those Shares above the Peak Net Asset Value per Share of that Class will be charged a Performance Fee in the normal manner.

If a Shareholder redeems his/her/its Shares at a time when the Base Net Asset Value per Share of such Shares is under the Peak Net Asset Value per Share, the Shareholder will be charged, with respect to his/her/its Shares subject to an Equalisation Deficit, an amount equal to the relevant Performance Fee percentage of the difference between (i) the minimum of (x) the then current Net Asset Value per Share, and (y) the Peak Net Asset Value per Share, and (ii) the Base Net Asset Value per Share of the relevant subscription, multiplied by the number of Shares so redeemed.

(B) If Shares are subscribed for at a time when the Net Asset Value per Share is greater than the Peak Net Asset Value per Share of the relevant Class, the investor shall be required to pay an amount in excess of the current Net Asset Value per Share of that Class equal to the relevant Performance Fee percentage of the difference between the then current gross Net Asset Value per Share of that Class and the Peak Net Asset Value per Share of that Class (such excess amount, an "**Equalisation Credit**"). At the date of subscription the Equalisation Credit will equal the Performance Fee per Share accrued with respect to the outstanding Shares of the same Class (the "**Maximum Equalisation Credit**"). The Equalisation Credit is payable to account for the fact that the Net Asset Value per Share of that Class has been reduced to reflect an accrued Performance Fee to be borne by existing Shareholders and serves as a credit against Performance Fee that might otherwise be payable by the Class, but that should not, in equity, be charged against the Shareholder making the subscription because, as to such Shares, no favourable performance has yet occurred. The Equalisation Credit ensures that all holders of Shares of

the same Class of Shares have the same amount of capital at risk per Share.

The additional amount per Share invested as the Equalisation Credit will be at risk in the SICAV and will therefore appreciate or depreciate based on the performance of the relevant Class subsequent to the issue of the relevant Shares, but will never exceed the Maximum Equalisation Credit and will never become negative. In the event of a decline as at any Valuation Day in the Net Asset Value per Share of the Shares, the Equalisation Credit will also be reduced by an amount equal to the relevant Performance Fee percentage of the difference between the gross Net Asset Value per Share at the date of issue and as at that Valuation Day. Any subsequent appreciation in the Net Asset Value per Share of the relevant Class will result in the recapture of any reduction in the Equalisation Credit, but only to the extent of the previously reduced Equalisation Credit up to the Maximum Equalisation Credit.

At the end of each Performance Fee Period, if the gross Net Asset Value per Share exceeds the Peak Net Asset Value per Share of the relevant Class, the Equalisation Credit applicable at that time, multiplied by the number of Shares of that Class subscribed for by the Shareholder, shall crystallise as it will be applied to subscribe for additional Shares of that Class for the Shareholder. Additional Shares of that Class shall continue to be so subscribed for at the end of each Performance Fee Period until the Maximum Equalisation Credit has fully crystallised.

If the Shareholder redeems his/her/its Shares of that Class before the Maximum Equalisation Credit has fully crystallised, e.g. as the Equalisation Credit may have depreciated after the original subscription for Shares of that Class was made, the Shareholder will receive additional redemption proceeds equal to the Equalisation Credit then prevailing multiplied by a fraction, the numerator of which is the number of Shares of that Class being redeemed and the denominator of which is the number of Shares of that Class held by the Shareholder immediately prior to the redemption in respect of which an Equalisation Credit was paid on subscription.

In case of a partial redemption from a shareholding consisting of multiple subscriptions, the application of the "first-in-first-out" method might result in the definitive loss of a potential Equalisation Credit appreciation related to the Shares redeemed, while the remaining Shares of the shareholding might not (to the same extent) carry such potential of an Equalisation Credit appreciation.

A Shareholder's Performance Fee deficit or credit resulting from Equalisation is referred to as an equalisation adjustment (an **"Equalisation Adjustment"**).

The relevant Sub-Fund's Supplement under Appendix I may lay down specific terms and conditions for nominees and other entities subscribing for and on behalf of investors, in order to ensure that the correct Equalisation Adjustment is applied to the nominees' and other entities' underlying investors.

A conversion of Shares will be carried out firstly as a redemption of the Shares switched out of, including the crystallisation of the associated Equalisation Adjustment, if any, and subsequently as a subscription for the Shares switched into, including the application of Equalisation.

Shareholders should bear in mind that a conversion of Shares might have adverse consequences. Firstly, if the then prevailing Net Asset Value per Share of the Shares switched out of is lower than the Net Asset Value per Share prevailing at the time these Shares were acquired. In such case, a conversion might result in the definitive loss of a potential Equalisation Credit appreciation related to the Shares switched out of and/or the definitive loss of an implied carry forward loss embedded in the Net Asset Value of the Shares switched out of. Such implied carry forward loss represents the portion of potential positive investment performance on which no Performance Fee would be due. Secondly, if the then prevailing Net Asset Value per Share of the Shares switched out of is higher than the applicable Base Net Asset Value per Share or Peak Net Asset Value per Share, as the case may be. In such case, the accrued

Performance Fee associated with the Shares switched out of will be charged upon the conversion and the Shareholder will definitively lose the potential of an earn back of accrued Performance Fee in case of subsequent negative investment performance. None of the aforementioned adverse consequences of a conversion of Shares will be compensated for in any manner.

26.2. Incentive of the Eligible Members of the Investment Team

A Carried Interest may be structured for the benefit of Eligible Members of the Investment Team, as further described in the relevant Sub-Fund's Supplement under Appendix I.

26.3. Fees of the Depositary and Administrative Agent

The Depositary and Administrative Agent are entitled to receive out of the assets of the SICAV for its Sub-Funds a fee up to EUR 150,000 based on a combination of a fixed amount and the average monthly Net Asset Value thereof during the relevant quarter and payable quarterly in arrears.

In addition, the Administrative Agent is entitled to be reimbursed by the SICAV for its Sub-Funds for its reasonable out-of-pocket expenses and disbursements and for the charges of any correspondents (as the case may be).

27. GENERAL INFORMATION

27.1. Financial year and reports for Shareholders

The financial year of the SICAV begins on 1 January and ends on 31 December of the same year.

Each year the SICAV will publish a detailed audited report on its activities and the management of its assets. This report is produced in accordance with the International Financial Reporting Standards (IFRS). This report will be published to Shareholders within six months of the end of the period to which it relates.

Copies of the aforementioned documents may be obtained free of charge by any person at the registered office of the SICAV.

As required by the AIFM Rules, and to the extent not disclosed in this Issue Document, the following information shall be periodically provided to Shareholders by means of disclosure in the annual reports of the SICAV or by separate notice in case of substantial changes:

- the percentage of the SICAV's assets which are subject to special arrangements arising from their illiquid nature;
- any new arrangements for managing the liquidity of the SICAV;
- the current risk profile of the SICAV, the risk management systems employed to manage those risks and any change to those;
- any changes to the maximum level of leverage which the SICAV may employ;
- any right of the reuse of collateral or any guarantee granted under any leveraging arrangement; and
- the total amount of leverage employed by the SICAV.

27.2. General meetings of shareholders

The general meeting of Shareholders represents all the Shareholders of the SICAV. Unless otherwise provided for by Law, the Articles or herein, the resolutions of the general meeting of Shareholders are passed by a simple majority vote of the Shareholders present or represented and voting at such meeting. It has the powers expressly reserved to it by applicable Law or by the Articles.

In particular, the Articles provide that any resolution of a general meeting of Shareholders to the effect of amending the Articles must be passed with a quorum of fifty percent of the share capital (at the first call; being understood that no quorum requirement will apply at the second call if the quorum is not reached at the first call), the approval of a majority of two-thirds of the Shareholders present or represented and voting at the meeting.

The annual general meeting of Shareholders is held every year at the SICAV's registered office or at any other address in Luxembourg stipulated in the notice of the meeting.

The annual general meeting of Shareholders shall be held on the third Thursday of the month of June at 11 a.m. of each year. If this date is not a Business Day, the annual general meeting of Shareholders shall be held on the following Business Day.

Notices of all general meetings of Shareholders are sent by mail to all registered Shareholders, to their registered office indicated in the Shareholders' register, at least eight (8) days prior to the general meeting of Shareholders.

These notices shall indicate the time and place of the general meeting of Shareholders, the agenda and the legal quorum and majority requirements, if any.

The Shareholders of a specified Sub-Fund may, at any time, hold general meetings of Shareholders with the aim to deliberate on a subject that concerns only this Sub-Fund.

Each Share is entitled to one vote in compliance with applicable Law and the Articles. Shareholders may act either in person or by giving a written proxy to another person who needs not be a Shareholder and may be a member of the Board.

27.3. Applicable Law and Jurisdiction

The Articles and the application form are governed by the laws of the Grand Duchy of Luxembourg and any dispute arising between the shareholders and the SICAV will be subject to the jurisdiction of the District Court of Luxembourg.

According to Council Regulation 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, a judgement given and enforceable in a Member State of the European Union shall in principle be recognised in the other Member States of the European Union without any special procedure being required and shall generally be enforceable in the other Member States of the European Union on the application of any interested party, save in certain circumstances. Council Regulation 44/2001 of 22 December 2000 shall be replaced by EU Regulation 1215/2012 of 12 December 2012 which shall apply from 10 January 2015.

27.4. Procedures for amending the Issue Document

Should any amendments of the Issue Document entail an amendment of the Articles or require the decision to be made by the general meeting of Shareholders of the SICAV or of one or several Sub-Funds, such decision shall be passed by a resolution of an extraordinary general meeting of Shareholders in accordance with the form, quorum and majority requirements set forth in the Articles and in compliance with Luxembourg laws and regulations.

The Board is also authorised to amend any other provision of the Issue Document, provided such changes are not material to the structure and/or operations of the SICAV and its Sub-Funds and are beneficial or at least not detrimental to the interests of the Shareholders of the SICAV, any Sub-Fund or any Class, as the case may be, as determined by the Board at its sole but reasonable discretion and subject to the prior approval of the CSSF. In such case, the Issue Document will be amended and the Shareholders will be informed thereof, for their information purposes only. For the avoidance of doubt, Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to such changes becoming effective. As a matter of example, this Issue Document may notably be amended by the Board without the consent of the Shareholders if such amendment is intended:

- (a) to change the name of the Sub-Fund(s);
- (b) to acknowledge any change of the Depositary, the Administrative Agent, the Paying Agent, the Approved Statutory Auditor and the composition of the board of directors;
- (c) to implement any amendment of the law and/or regulations applicable to the SICAV, the Manager and their respective affiliates;
- (d) as the Board determines in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Shareholders, so long as such amendment does not materially and adversely affect the Shareholders, as determined by the Board in its sole discretion;
- (e) to correct any printing, typing or secretarial error and any omissions, provided that such amendment not adversely and significantly affect the interests of the Shareholders or update any factual information;
- (f) to make any other change which is for the benefit of, or not materially adverse to the interests of the Shareholders of the SICAV; and
- (g) to reflect the creation of additional sub-funds or classes within the SICAV.

The Board is authorised to make other amendments to the provisions of the Issue Document (such as the change of the fee structure of the SICAV or the Sub-Fund), subject to the approval of the CSSF, provided that, in accordance with CSSF Circular 14/591, a one month notice period will be offered to the shareholders to redeem their shares free of charge. In case the liquidity of the SICAV would not be sufficient to cover redemption payment, the Board may defer the payment of the redemption proceeds until the necessary funds are available. Such changes shall become effective only after the expiry of this one-month period.

If the laws and regulations applicable to the SICAV or having an impact on the SICAV's operation change (either at Luxembourg level or European level) and such changes require compulsory amendment to the structure of the SICAV or its operations, then the Board shall be authorized to amend any provision of this Issue Document, subject to the prior approval of the CSSF. In such case, and provided that such compulsory amendment to the structure or the operations of the SICAV does not require the involvement of the general

meeting of Shareholders of the SICAV or the Sub-Fund, then the Issue Document will be updated and the Shareholders will be informed thereof, for their information purposes only without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the avoidance of doubt, in this case, the Shareholders will not be offered the right to request the cost-free redemption of their Shares prior to the changes becoming effective.

27.5. Liquidity risk management

The SICAV benefits from a liquidity risk management system. In this context, procedures have been put in place to enable a monitoring of the liquidity risks of the SICAV and to ensure that the liquidity profile of the SICAV's investment portfolio is such that the SICAV can normally meet its Share redemption obligations. Procedures have also been adopted to address redemption rights in exceptional circumstances, including so-called special arrangements, which procedures are described in the Articles and this Issue Document. Additional information in this respect is also made available at the registered office of the SICAV.

27.6. Fair and preferential treatment

Shareholders are being given a fair treatment by ensuring that they are treated in accordance with the applicable requirements of the AIFM Rules (and notably in adequately implementing the inducement and conflict of interest policies).

Notwithstanding the foregoing paragraph, it cannot be excluded that a Shareholder be given a preferential treatment in the meaning of the AIFM rules. No preferential treatment may be granted to a Shareholder unless (i) such treatment is disclosed in the Articles and (ii) a description of that preferential treatment, the type of Shareholders who obtained such preferential treatment and, where relevant, their legal or economic links with the SICAV or the Manager will be made available at the registered office of the SICAV within the limits required by the AIFM Law.

27.7. Conflicts of interest

According to the AIFM Rules, the Manager must take all reasonable steps to identify conflicts of interest that arise in the course of managing the SICAV between the Manager (including its managers, employees or any person directly or indirectly linked to the Manager by control) and the SICAV or its investors, the SICAV or its investors and another client of the Manager (including another alternative investment fund, or its investors), and two clients of the Manager.

The Manager must maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the SICAV and its investors.

The Manager must segregate, within its own operating environment, tasks and responsibilities which may be regarded as incompatible with each other or which may potentially generate systematic conflicts of interest. The Manager must assess whether its operating conditions may involve any other material conflicts of interest and disclose them to the investors.

Where organisational arrangements made by the Manager to identify, prevent, manage and monitor conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, the Manager must clearly disclose the general nature or sources of conflicts of interest to the investors before undertaking business on their behalf, and develop appropriate policies and procedures.

Investors are informed that the Manager shall disclose to investors the above information by any appropriate Information Mean.

27.8. Historical performances

If any SICAV's historical performance is required to be produced by the Manager or the SICAV it will be made available at the registered office of the SICAV.

27.9. Execution policy

Appropriate information on the execution policy referred to in Article 28 of the AIFM Regulation (headed "Placing orders to deal on behalf of AIFs with other entities for execution") and on any material changes to that policy is available at the registered office of the SICAV.

27.10. Voting strategies

A summary description of the Manager's voting strategies and details of the actions taken on the basis of these strategies will be made available to the investors on their request at the registered office of the SICAV.

27.11. Inducements

According to the AIFM Rules, when the Manager, in relation to the activities performed when carrying out its functions, either (i) pays a fee or commission or provides a non-monetary benefit to a third party (or a person acting on behalf of a third party) or (ii) is paid a fee or commission or is provided with a non-monetary benefit by a third party (or a person acting on behalf of a third party), the Manager must demonstrate that (a) the existence, nature and amount of the fee, commission or benefit, or, where the amount cannot be ascertained, the method of calculating that amount, is clearly disclosed to the investors in the SICAV in a manner that is comprehensive, accurate and understandable, prior to the provision of the relevant service, and (b) the payment of the fee or commission, or the provision of the non-monetary benefit are designed to enhance the quality of the relevant service and not impair compliance with the Manager's duty to act in the best interests of the SICAV or its investors.

Investors are hereby informed that, in case any of the arrangements referred to in the foregoing paragraph takes place, the essential terms of the arrangements relating to the fee, commission or non-monetary benefit in summary form will be made available at the registered office of the SICAV, and that the Manager commits to disclose further details at the request of the investors.

27.12. Liquidation of the SICAV

In the event of the dissolution of the SICAV, the liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the general meeting of Shareholders effecting such liquidation and which shall determine their powers and their compensation. The operations of liquidation will be carried out pursuant to the 1915 Law. At the close of the liquidation period, the unclaimed assets will be deposited with the *Caisse de Consignation* to the benefit of the relevant Shareholders.

The net proceeds of liquidation corresponding to each Sub-Fund shall be distributed by the liquidator(s) to the holders of Shares of the relevant Sub-Fund in proportion to their holding in such Sub-Fund.

If the SICAV's share capital falls below two-thirds of the minimum capital requirement, the Board must submit the question of the SICAV's termination to the general meeting of Shareholders for deliberation with no quorum requirements; winding up may be pronounced by a simple majority of the votes of the Shares present or represented at the meeting.

If the SICAV's share capital falls below one-fourth of the minimum capital requirement, the Board must

submit the question of the SICAV's termination to the general meeting of Shareholders for deliberation with no quorum requirements; the winding up may be pronounced by the Shareholders holding one-fourth of the votes of the Shares present or represented at the meeting.

The meeting must be convened in such a way that the meeting is held within forty (40) days of the date at which it was ascertained that the net assets fell below two-thirds or respectively one quarter of the minimum capital. Moreover, the SICAV may be terminated, by a resolution of the general meeting of Shareholders ruling in accordance with the relevant provisions of the Articles.

The resolutions of the general meeting of Shareholders or of the court pronouncing the termination and the winding-up of the SICAV are published in the *Registre Electronique des Sociétés et Associations* and in two newspapers with sufficiently wide circulation, at least one of which must be a Luxembourg newspaper. The choice of which newspapers are to carry the publication is at the discretion of the liquidator(s).

27.13. Termination and merger of Sub-Funds

(i) Termination of sub-funds

In the event that for any reason the value of the net assets in any Sub-Fund has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Sub-Fund to be operated in an economically efficient manner (which amount is as fixed in the relevant Sub-Fund's Supplement under Appendix I) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may decide to close one or several Sub-Fund(s) in the best interests of the Shareholders and to redeem all the Shares of the relevant Sub-Fund at the Net Asset Value per Share (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision will take effect. The SICAV will serve a written notice to the holders of the relevant Shares prior to the effective date for the compulsory redemption, which will indicate the reasons of and the procedure for the redemption operations. Unless it is otherwise decided in the interests of, or to keep equal treatment between, the Shareholders, the Shareholders of the Sub-Fund concerned may continue to request redemption of their Shares free of charge (but taking into account actual realisation prices of investments and realisation expenses) prior to the date effective for the compulsory redemption.

Notwithstanding the powers conferred to the Board by the preceding paragraph, the general meeting of Shareholders of any Sub-Fund will, in any other circumstances, have the power, upon proposal from the Board, to decide that the SICAV redeems all the Shares of the relevant Sub-Fund and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day, at which such decision will take effect. There will be no quorum requirements for such general meeting of Shareholders, which will decide by resolution taken by simple majority of those present or represented and voting at such meeting and with the consent of the Board.

Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Depositary for a period of six months thereafter; after such period, the assets will be deposited with the *Caisse de Consignation* on behalf of the persons entitled thereto.

All redeemed Shares may be cancelled.

(ii) Contribution to another sub-fund within the SICAV or to another UCI established under Luxembourg law

In the event that for any reason the value of the net assets in any Sub-Fund has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Sub-Fund to be operated in an economically efficient manner (which amount is as fixed in the relevant Sub-Fund's Supplement under Appendix I) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may decide to allocate the assets of any Sub-Fund to those of another existing Sub-Fund within the SICAV or to another UCI organised under the provisions of the SIF Law or of Part II of the 2010 Law or to one or several sub-fund(s) within such other UCI (the "**new Sub-Fund**") and to redesignate the Shares of the Sub-Fund concerned as shares of another sub-fund (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 first paragraph under "26 (XIV) (i) Termination of Sub-Funds" here above one (1) month before its effectiveness (and, in addition, the publication will contain information in relation to the new Sub-Fund), in order to enable Shareholders to request redemption of their Shares, free of charge, during such period.

At the expiry of this period, this decision related to the contribution binds all the Shareholders who have not exercised such rights, provided that when the UCI benefiting from such contribution is a mutual fund (*fonds commun de placement*), the decision only binds the Shareholders who agreed to the contribution.

Notwithstanding the powers conferred to the Board by the preceding paragraph, a contribution of the assets and of the liabilities attributable to any Sub-Fund to another UCI referred to in the first paragraph under "26.2. Contribution to another Sub-Fund within the SICAV or to another UCI established under Luxembourg Law" here above or to another sub-fund within such other UCI will require a resolution of the Shareholders of the Sub-Fund concerned taken with 50% quorum requirement of the Shares in issue (at the first call) and adopted at a 2/3 majority of the Shares present or represented and voting, with the consent of the Board, except when such an amalgamation is to be implemented with a Luxembourg UCI of the contractual type (*fonds commun de placement*) or a foreign based UCI, in which case resolutions will be binding only on such Shareholders who have voted in favour of such amalgamation.

A Sub-Fund may exclusively be contributed to a foreign UCI upon unanimous approval of the Shareholders of the relevant Sub-Fund or under the condition that only the assets of the consenting Shareholders be contributed to the foreign UCI, including each time the consent of the Board.

All the Shareholders concerned will be informed in the same manner as described in the first paragraph under "26.2. Contribution to another Sub-Fund within the SICAV or to another UCI established under Luxembourg law". Nonetheless, the Shareholders of the absorbed Sub-Fund(s) shall be offered the opportunity to redeem their Shares free of charge during a month period starting as from the date on which they will have been informed of the decision of merger.

27.14. Documentation

A copy of the Articles and the latest financial reports may be obtained without cost on request from the SICAV. Copies of the material agreements mentioned in this Issue Document may be inspected during usual business hours on any Business Day at the registered office of the SICAV.

APPENDIX I: Sub-Funds' Supplements

1 CIAM FUND – OPPORTUNITIES

1. Base Currency

EUR

2. Investment objective, policies and risk diversification

2.1. Investment objective and policies

The investment objective of the Sub-Fund is to achieve long term capital growth by engaging in risk arbitrage strategies such as event driven with a hard catalyst.

The Sub-Fund will invest into North-American and European-based companies involved or to be involved in corporate events such as M&A and reorganizations projects. The typical merger arbitrage strategy will involve the buying and/or selling of the regular shares of involved companies, but other securities may be used at the sole discretion of the Manager.

The Sub-Fund will mostly invest in listed and liquid shares.

The Sub-Fund may use derivative financial instruments and special techniques for the purpose of hedging against foreign exchange, interest rates and equity markets risks or in order to protect the value of its portfolio against the variation of other asset classes or to achieve its investment objective.

The Sub-Fund may hold on an ancillary basis cash and cash equivalents.

The Sub-Fund may enter into short positions (including, but not limited to, through contracts for difference).

The Sub-Fund will not invest in asset-backed securities or mortgage-backed securities.

The Sub-Fund may not invest more than 10% of its assets into the units or shares of other UCIs.

2.2. Risk diversification

The Sub-Fund may not invest more than 30% of its assets in a given sector.

The Sub-Fund may not invest more than 30% of its assets in securities of the same type issued by the same issuer; being understood that the foregoing restriction is not applicable to investments in securities issued or guaranteed by a member state of the OECD or by its local authority or by supranational institutions and bodies of a European, regional or worldwide nature.

With respect to short sales, the sub-fund may not have an uncovered short position in securities of the same kind issued by the same issuer which represents more than 30% of its assets.

In terms of liquidity, restrictions are imposed so as to ensure that any material adverse movement will not affect the Sub-Fund's capacity to liquidate a position in an orderly manner. The Sub-Fund will thus refrain from entering into deals involving companies with a market capitalization below 100 million U.S. dollars (except in cases of anticipated exceptional upside). Furthermore, limits on average trading volume will be set so that each position of the Sub-Fund does not significantly affect the market of the relevant asset.

When using derivative financial instruments not dealt OTC, the Sub-Fund must ensure a risk-spreading that may not exceed 30% of its assets via an appropriate diversification of such derivative financial instruments' underlying assets. With the same objective, when entering into transactions dealt OTC, the counterparty risk must, as the case may be, be limited in a similar way in consideration of the relevant counterparty's quality and status: (i) when dealing with first class financial institutions specialised in this type of transactions, the counterparty risk exposure must be limited to 100% of the Sub-Fund's assets whilst (ii) when dealing with counterparties not qualifying as first class financial institutions specialised in this type of transactions, the counterparty risk exposure must be limited to 30% of the Sub-Fund's assets.

The Sub-Fund's total leverage resulting from the use of derivative financial instruments and borrowing will not exceed: 150% of the net assets of the Sub-Fund.

The foregoing restrictions do not apply to derivative financial instruments entered into for hedging purposes with a first class institution specialised in this type of transactions.

3. ESG characteristics

The Sub-Fund takes sustainability risk and environmental, social and governance ("ESG") characteristics into account as part of its investment selection process. In that respect, the Sub-Fund promotes environmental and/or social characteristics within the meaning of Article 8 of SFDR. For the assessment, areas like the corporate strategy, corporate governance, social questions, respect of societal norms, transparency, product and service range, their environmental and sustainability characteristics, the environmental and social impacts of the company, of its activity and of its production, are taken into account.

They are studied, monitored, rated and included, by the research and investment team, through dedicated proprietary rating methodologies, into the investment process and the risk management process.

The ESG factors, indicators and criteria particularly monitored and applied are: GHG Emissions & Energy, non GHG Air Pollutants, Water, Waste, Environment & Biodiversity, Employee Engagement, Diversity, Safety, Supply Chain Management, ESG Accountability, Business Ethics, Product & Service Quality, Separation of Leadership, Board Elections, Board Independence, Board Size, Executive Compensation, Outside Board Affiliations, Board Skills, Shareholder Rights, Auditor Independence, Poison Pill, Controversies...

Description of the ESG Analysis, Scoring and Integration in the Investment Process

CIAM's ESG analysis and integration in the investment process is made of three steps.

The first step excludes sectors or companies involved in activities deemed unsustainable or controversial.

The second step assesses the corporate purpose, the human capital management and the associated intangible values of companies.

The last steps of CIAM's ESG analysis is to identify and analyse specific risk factors of companies related to ESG matters, materializing into ESG research reports.

The investment manager, in the continuation of its activist commitment, engages with corporates over specific Governance, Social and Environmental issues, and pushes them to improve in material domains of concern, in a specific form of activism, engagement with impact.

1- Negative / Exclusionary Screening

The investment manager applies an exclusionary screening, to exclude specific sectors from the investment universe based on specific criteria, requiring company specific research and analysis as exclusion criteria are based on the revenue derived from unwanted activities (e.g., coal extraction and power, unconventional oil and gas extraction, pornography, weapons, gambling, violation of societal norms, health threatening activities like alcohol and tobacco, etc.), as per the firm wide ESG Policy,

2- Strategic Sustainability Analysis

The focus is to identify and monitor the main intangible drivers that can drive sustainable performance of a company, to evaluate its corporate purpose, its human capital management and associated intangible value and the risks associated. The process is designed to enable the investment manager to engage in a continuing dialogue with companies around ESG issues to identify and quantify their risks and their potential for value creation.

CIAM's research team has identified the ESG disclosures relevant to each company in their sectors, facilitating the comparison between companies and anticipating on the likely evolution of such data. The research team uses a proprietary due-diligence questionnaire built for each specific sector to identify companies most exposed and best positioned against ESG operational risks and product impact.

All possible ESG topics for each sector are listed, to make each topic specific to each sector to enable focused analysis and conclusions.

Those ESG items are: Market and Intrinsic Value, Governance, Accountability, Culture, System, Evidence-Based Management, Quality System, Innovation System, Performance Management System, Organisational Agility, Adaptability and Flexibility, Stakeholders, Decision-Making Environment, Authenticity.

Companies that have positive ESG characteristics contain the right combination of systems, governance structures, cultures and human values to deliver consistent and improving returns for all stakeholders.

3- ESG Risk Analysis

CIAM has integrated companies' ESG analysis into its investment process, to monitor the ESG related risks that companies are facing.

The approach to ESG risk is to cross-check 4 components to have the best possible understanding of the risks of each company relating to ESG subjects:

ESG Framework = Environmental & Social + Corporate Governance

ESG Momentum: ESG Sentiment + Controversies

ESG (scoring) framework

To analyse each company's ESG performance, the Investment Manager uses more than 30 metrics in the ESG framework, firstly focusing on ESG issues that have the most direct link to operations, industry by industry, customizing the metric selection across around 50 sub-sectors.

CIAM's E&S framework uses GHG Emissions & Energy, non GHG Air Pollutants, Water, Waste, Environment & Biodiversity, Employee Engagement, Diversity, Safety, Supply Chain Management, ESG Accountability, Business Ethics, Product & Service Quality, categorised into the following three major types: Policies: (disclosures qualitative binary), Targets, and Metrics (quantitative related to E&S performance).

Those large series of metrics are then computed into ESG Scores, with a methodology that creates a simple and transparent template related on the performance on each metric vs the sector.

Numeric metrics hold substantially more information, accountability and potential alpha, and are therefore significantly outweighed vs. policies.

For Numeric Metrics, each company's performance on each given metric is percentile ranked relative to its sector peers, based on quintile distribution.

The same is performed for Target Metrics and Policy Metrics.

To calculate the dynamic of the metrics of a company, the research team quantifies the dynamics of the metrics relative to the company's own history on numeric metrics, then comes to a final score by ranking the company's trajectory relative to peers (to determine if the company is moving at a faster or slower pace vs. the industry as a whole).

A Z-Score criteria is implemented to remove extreme values beyond three standard deviations above or below the mean dynamics of industry peers, to cope with potentially erroneous values in dynamics due to data sources.

The framework for scoring Corporate Governance covers separation of leadership, Board elections, Board independence, Board size, Executive compensation, outside board affiliations, Board skills, shareholders rights, Auditors Independence, poison pills.

The Governance Framework scoring methodology attributes positive or negative scores to each of those governance metrics depending upon specific determined criteria.

Controversy Scores:

Controversies are public information from traceable and responsible sources that incriminate an issuer on ESG issues. Incriminations may relate to specific facts or events, conflicting interpretations, legal proceedings or unproven allegations.

To complement ESG data disclosures, CIAM uses ESG-related controversies. This is an additional module complementing the core E, S and G frameworks and as an additional flag for risk.

CIAM adjusts ESG weightings upon downgrades and alerts, guaranteeing transparency of information and systematic monitoring of feedback and comments from companies.

The investment team, by using feeds and databases and continuously mining a deep dataset of newsflow in order to fill in data gaps, track company performance and exposures real-time, and seek potential warning signals of emerging issues, continuously analyses controversies according to 3 parameters: severity, frequency and reactivity of the issuer. The investment team maintains a complete profile of "controversies" in real time and has set up an alert system, for each studied or invested company.

Access to databases allows the investment team to monitor companies' compliance with international standards and to cover issues related to human rights, labour rights, the environment, corruption and controversial weapons. A review of UN PRI compliance is also carried out and allegations reported in the Media and NGO campaigns are also monitored.

This allows the investment team to be more responsive to the occurrence of a potential event with negative impact.

ESG sentiment:

ESG Sentiment employs dynamic techniques similar to the ones used to calculate EPS momentum, using ESG-relevant data rather than changes in consensus forecasts.

The result is a matrix which shows relative trends and developments in the momentum of newsflow and events that are judged to be material against SASB categories.

The matrix of overall ESG Sentiment is analysed per source, i.e., Environmental, Social or Governance, and is also compared with fundamental analysis, earnings momentum and price performance, with other stocks, and within the same sector. It includes 3 Scores, Insight measuring a company's long-term ESG track record, Pulse measuring near-term performance changes that highlight opportunities and controversies, enabling real-time monitoring of companies, and Momentum measuring the trend of a company's Insight Score.

ESG Sentiment emphasises persistence or change in direction or momentum of the relevant ESG measures and must be viewed in the context of current analyst ESG assessments. It is the 4th pillar in CIAM's ESG rating.

Overall Scoring across multiple elements of the ESG Framework

The Manager assesses ESG criteria and scores as a dashboard rather than a single score or rating, to integrate it as a multidimensional Risk Score in its selection, investment, sizing and risk processes.

4- ESG Research Reports

The first screening and monitoring of ESG topics for any company analysed comes from the components of CIAM's proprietary ESG Risk score above.

To dig further and get the most precise and global understanding possible of a company's ESG profile, and position it vs its peers, CIAM uses, on top of ESG data providers and controversies, companies' annual reports, sustainability and auditor's reports, reports on competing companies, CDP reports, Science base target reports, and any other public initiatives the company is participating to, sectorial working groups of the European Commission, dedicated sustainability media and social networks.

This analysis requires identifying the weak points for each risk factor identified in the SASB map, finding the best player by theme in each sector and identifying significant improvements in the company compared to a high market benchmark.

All these findings and engagement points are formalized in a detailed ESG research document.

This analysis enables the Investment Manager to engage in a dialogue with the companies in order to confront this analysis with their positions and assess the impact on the business, and eventually, if deemed necessary, push the company towards what the Manager considers to be a sustainable and positive transformation (engagement for impact).

After the application of the exclusion criteria, selection methodology and ESG ratings, approximately 10% of the companies which would have been eligible for investment without the application of those criteria, methodologies and ratings are excluded.

At least 90% of the Compartment's investment in companies with Large Market Capitalisations (equities of companies with market capitalisations of over 10bn€ or equivalent) and at least 75% of the Compartment's investments in Mid and Small Market Capitalisations (equities of companies with market capitalisations of

respectively between 5 and 10 bn€ or equivalent, and below 5 bn€ or equivalent) will be invested in compliance with CIAM's ESG criteria and methodology and CIAM's ESG rating (excepted Cash or Cash Equivalent). The extra-financial rating analysis or the coverage of the extra-financial indicators must represent more than 90% of the issuers or of the capitalization of the large capitalisation securities invested by the Compartment, and respectively 75% for the mid and small market capitalisation securities.

The Compartment's ESG rating is higher than the investment universe's ESG rating after eliminating a minimum of 10% of the lowest rated stocks.

Further information on the ESG characteristics applied is included in the Manager's ESG policy available upon request or online at the website www.ci-am.com.

5 - EU Regulation 2020/852 on the establishment of a framework to facilitate sustainable investment

The Sub-Fund does not commit to make investments in taxonomy-aligned environmentally sustainable activities and the Manager will not purposefully take into account the EU criteria for environmentally sustainable economic activities when investing. It can however not be excluded that among the Sub-Fund's holdings, certain investments may be *de facto* taxonomy aligned.

4. Management Fees

4.1. Fixed rate fee

The fixed rate fee of the Manager for its services will be maximum 2.00% per year paid out of the assets of the Sub-Fund monthly in arrears; it being understood that from such fee:

- a certain percentage, on a sliding scale with a maximum of 35%, as from EUR 35 million, as the target total subscriptions in Class B Shares, of the fixed rate fee borne by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares accrues as equalisation fee to the Class B Shares, as accepted by the Manager. In case of subscriptions in Class B Shares for a total amount lower than EUR 35 million (and in case of subsequent redemptions of Class B Shares), the amount of equalisation fee to be paid to Class B Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares will be calculated as follows:

$$A = \frac{B}{35} \times 35\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Class B Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares;
 - "B" equals the amount (in millions of Euros) of subscriptions in Class B Shares, which will be reduced *pro rata* of any redemptions of Class B Shares;
 - "C" equals the amount of fixed rate fees paid by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares.
- a certain percentage, on a sliding scale with a maximum of 25%, as from EUR 25 million, as the

target total subscriptions in the Classes Booster Shares, of the fixed rate fee borne by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares accrues as equalisation fee to the Classes Booster Shares (on a prorata basis based on the respective subscriptions of each Class Booster Shares) until the expiry of a five-year period commencing on the relevant Classes Booster Shares Closure Date, as accepted by the Manager. In case of subscriptions in the Classes Booster Shares for a total amount lower than EUR 25 million, the amount of equalisation fee to be paid to the Classes Booster Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares will be calculated as follows:

$$A = \frac{B}{25} \times 25\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to the Classes Booster Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares;
- "B" equals the amount (in millions of Euros) of subscriptions in the Classes Booster Shares;
- "C" equals the amount of fixed rate fees paid by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares.

4.2. Performance fee

A performance fee, based on the appreciation of the gross Net Asset Value per Share of the relevant Class(es) of Shares mentioned below, in excess of the Peak Net Asset Value per Share and based on the equalisation methodology described under section 26.1, is paid to the Manager annually; it being understood that:

- a certain percentage, on a sliding scale with a maximum of 35%, as from EUR 35 million, as the target total subscriptions in Class B Shares, of the performance fee borne by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares accrues as equalisation fee to the Class B Shares, as accepted by the Manager. In case of subscriptions in Class B Shares for a total amount lower than EUR 35 million (and in case of subsequent redemptions of Class B Shares), the amount of equalisation fee to be paid to Class B Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares will be calculated as follows:

$$A = \frac{B}{35} \times 35\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Class B Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares;
- "B" equals the amount (in millions of Euros) of subscriptions in Class B Shares, which will be

- reduced pro rata of any redemptions of Class B Shares;
- "C" equals the amount of performance fees paid by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares.
- a certain percentage, on a sliding scale with a maximum of 25%, as from EUR 25 million, as the target total subscriptions in the Classes Booster Shares, of the performance fee borne by Class A1, Class A2, Class A3, the Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares accrues as equalisation fee to the Classes Booster Shares (on a *pro-rata* basis based on the respective subscriptions of each Class Booster Shares) until the expiry of a five-year period commencing on the relevant Classes Booster Shares Closure Date, as accepted by the Manager. In case of subscriptions in Classes Booster Shares for a total amount lower than EUR 25 million, the amount of equalisation fee to be paid to Classes Booster Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares will be calculated as follows:

$$A = \frac{B}{25} \times 25\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to the Classes Booster Shares by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares;
- "B" equals the amount (in millions of Euros) of subscriptions in the Classes Booster Shares;
- "C" equals the amount of performance fees paid by Class A1, Class A2, Class A3, Class Opportunities, Class Opportunities 2, Class Club Deal, Class Alpha EUR, Class Alpha USD, Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares.

Each calculation period shall correspond to the accounting year of the SICAV, except for the first performance fee calculation period, which will begin at the end of the initial subscription period of the relevant Class and terminate either on the date immediately preceding the next calculation period or the date immediately preceding the following calculation period so that the calculation period is of at least 12 months.

Performance fees are payable within fifteen (15) Business Days following the approval of the annual accounts by the annual general meeting of Shareholders of the SICAV. Class Club Deal Shares not in issue for a whole calendar year will only benefit from the above equalisation mechanism on a *pro-rata* basis.

5. Net Asset Value

Frequency of the calculation of the Net Asset Value

The Net Asset Value per Share of the Sub-Fund is determined, under the responsibility of the Manager, monthly, as of each Valuation Day.

Valuation Day

A Valuation Day is the last calendar day of each month, if such day is not a full Business Day, then the Valuation Day shall be the previous full Business Day.

Net Asset Value publication day

The day of publication of the Net Asset Value per Share (and of the issue, conversion and redemption prices) shall, in principle, occur within ten (10) calendar days from the Valuation Day. If the 10th calendar day following the Valuation Day is not a Business Day, then the Net Asset Value publication day shall be the Business Day preceding the 10th calendar day following the Valuation Day.

6. Subscription, redemption and conversion procedures

Classes of Shares available for subscription

Some of the following Classes of Shares have been closed to subscription, subject to re-openings to subscriptions as may be set out below.

Classes	Reference Currencies	Distribution features	Fees	Minimum initial investments¹	Minimum subsequent investments amount
Class A1	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 250,000	EUR 50,000
Class A2	US dollars (USD)	capitalisation	Management fee: 2% Performance fee: 20%	USD 250,000	USD 50,000
Class A3	Swiss francs (CHF)	capitalisation	Management fee: 2% Performance fee: 20%	CHF 250,000	CHF 50,000
Class Alpha	Euro (EUR)	capitalisation	Management fee: 1,75% Performance fee: 20%	EUR 250,000	EUR 50,000
	US Dollar (USD)	capitalisation	Management fee: 1,75% Performance fee: 20%	USD 250,000	USD 50,000

¹ Minimum initial investments will be considered on an aggregate basis in all classes, subject always to the minimum subsequent investment amount.

Class Alpha Opportunities	Euro (EUR)	capitalisation	Management fee: 1.5% Performance fee: 15%	EUR 250,000	EUR 50,000
	US Dollar (USD)	capitalisation	Management fee: 1.5% Performance fee: 15%	USD 250,000	USD 50,000

Class A1, Class A2, Class A3, Class Alpha EUR, Class Alpha USD, Alpha Opportunities EUR and Class Alpha Opportunities USD Shares may be subscribed to by all Eligible Investors.

Class A1, Class A2 and Class A3

Class A1, Class A2, Class A3 were available for subscription until 1 November 2018 only.

Class Alpha Opportunities

Class Alpha Opportunities EUR and Class Alpha Opportunities USD Shares were available for subscription between the 27 April 2018 and the 31 December 2018 only.

In addition, any investor having initially subscribed between 2 million EUR and 10 million EUR in the Alpha Opportunities EUR Shares (respectively between USD 2 million and USD 10 million in the Alpha Opportunities USD), has been allowed to subscribe additional Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) during an additional period of six months following the closing date of those shares to new subscriptions (i.e. until the 31st May 2019), subject to approval by the SICAV or by the Manager, provided that such Shareholder may subsequently subscribe Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) only for a maximum additional amount such as his total investment in Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) will be limited to EUR 10 million (respectively USD 10 million) in total.

Furthermore, any investor having initially subscribed at least 10 million EUR in the Alpha Opportunities EUR Shares (respectively USD 10 million in the Alpha Opportunities USD), has been allowed to subscribe additional Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) during an additional period of six months following the closing date of those shares to new subscriptions (i.e. until the 31st May 2019), subject to approval by the SICAV or by the Manager, provided that such Shareholder may subsequently subscribe Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) only for a maximum additional amount such as his total investment in Alpha Opportunities EUR Shares (respectively Alpha Opportunities USD Shares) will be limited to EUR 50 million (respectively USD 50 million) in total.

Class Alpha Opportunities EUR and Class Alpha Opportunities USD have been reopened to subscriptions as of the following Valuation Days: 30 September 2020, 31 October 2020, 30 November 2020 and 31 December 2020, in accordance with the provision of this Issue Document but subject to a minimum investment of EUR 1,000,000 for Class Alpha Opportunities EUR and USD 1,000,000 for Class Alpha Opportunities USD.

Classes of Shares available to restricted persons

Classes	Reference Currencies	Distribution features	Fees	Minimum initial investments ¹	Minimum subsequent investments amount
Class D1	Euro (EUR)	capitalisation	Management fee: 0% Performance fee: 0%	EUR 50,000	EUR 50,000
Class D2	US dollars (USD)	capitalisation	Management fee: 0% Performance fee: 0%	USD 50,000	USD 50,000
Class C	Euro (EUR)	capitalisation	Management fee: 1.25% Performance fee: 15%	EUR 500,000	N/A
	US Dollar (USD)	capitalisation	Management fee: 1.25% Performance fee: 15%	USD 500,000	N/A
Class D3	Euro (EUR)	capitalisation	Management Fee: 0% Performance Fee: 20%	EUR 250,000.00-	N/A

Class D1 and D2 Shares

Class D1 and D2 Shares may only be subscribed by the Manager, any affiliate or associate of the Manager designated by the Manager and/or other charities and similar foundations specifically accepted by the Manager at its discretion.

Class C Shares

Class C Shares may only be subscribed by (i) CIAM Opportunities Offshore Fund or (ii) shareholders having redeemed their shares of CIAM Opportunities Offshore Fund in order to subscribe Class C Shares (the “**Switching Shareholders**”).

By derogation to the provisions of Section 26.1, the Class C Shares will be deemed to be launched with an initial Peak Net Asset Value corresponding to the uncrystallised performance of the CIAM Opportunities Offshore Fund.

Class C EUR will be launched at an initial Net Asset Value per Share of EUR 1000, subject to a Peak Net

Asset Value of EUR 1340.

Class C USD will be launched at an initial Net Asset Value per Share of USD 1000, subject to a Peak Net Asset Value of USD 1370.

Should the value corresponding to the uncrystallised performance of the CIAM Opportunities Offshore Fund change between the date of this Issue Document and the date on which CIAM Opportunities Offshore Fund or the Switching Shareholders subscribe, the Board will be empowered to change any such initial Peak Net Asset Value and apply it for the purpose of calculating the Performance Fee, provided that the initial Peak Initial Net Asset Value will always be higher than the relevant initial Net Asset Value of the Class C Shares.

Class D3 Shares

The D3 Class will be available to charities and similar foundations accepted by the Manager at its discretion.

Classes of Shares closed to subscription

Classes	Reference Currencies	Distribution features	Fees	Minimum initial investments²	Minimum subsequent investments amount
Class B	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 500,000	N/A
Class Booster	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 1,000,000	N/A
Class Booster	US Dollar (USD)	capitalisation	Management fee: 2% Performance fee: 20%	USD 1,000,000	N/A
Class Club Deal	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 10,000,000	N/A
	US Dollar (USD)	capitalisation	Management fee: 2% Performance fee: 20%	USD 10,000,000	N/A

² Minimum initial investments will be considered on an aggregate basis in all classes, subject always to the minimum subsequent investment amount.

Class Opportunities	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 500,000	N/A
	US Dollar (USD)	capitalisation	Management fee: 2% Performance fee: 20%	USD 500,000	N/A
Class Opportunities 2	Euro (EUR)	capitalisation	Management fee: 2% Performance fee: 20%	EUR 500,000	N/A
	US Dollar (USD)	capitalisation	Management fee: 2% Performance fee: 20%	USD 500,000	N/A

Class Booster Shares

Class Booster Shares (EUR) have been closed to subscriptions since 30 May 2014 (the "Class Booster Shares (EUR) Closure Date").

Class Booster Shares (USD) have been closed to subscriptions since 30 September 2015 (the "Class Booster Shares (USD) Closure Date").

Class Opportunities Shares

Class Opportunities Shares (EUR) and Class Opportunities Shares (USD) have been closed to subscriptions for the first time on 30 April 2015 (the "Class Opportunities Shares (EUR) Closure Date" and the "Class Opportunities Shares (USD) Closure Date", together the "First Classes Opportunities Closure Date").

As from twenty-four (24) months of the First Classes Opportunities Closure Date, the management fee applicable to the Class Opportunities (EUR) and Class Opportunities (USD) Shares was reduced to 1.2% and the performance fee will be reduced to 15%.

Class Opportunities 2 Shares

Class Opportunities 2 Shares were available for subscription from (i) 19 October 2015 to 29 February 2016 (the "Investment Offer Period for the Class Opportunities 2 Shares"). No additional subscriptions are permitted. However, Class Opportunities 2 Shareholders having redeemed whole or part of their investment may reinvest in Class Opportunities 2 Shares provided that (i) the subscription cannot exceed the amount of the subscriptions made during the Investment Offer Period for the Class Opportunities 2 Shares and (ii) the notices for redemption and subscription must be received by the Administrative Agent so that the redemption and subscription will occur on the same Valuation Day. Any costs and fees generated in relation to any such redemption and subscription will be borne by the relevant Class Opportunities 2 Shareholder.

As from twenty-four (24) months of the last day of the Investment Offer Period for the Class Opportunities 2 Shares, the management fee applicable to the Class Opportunities 2 (EUR) and Class Opportunities 2 (USD) Shares has been reduced to 1.2% and the performance fee has been reduced to 15%.

Class Club Deal Shares

Class Club Deal EUR Shares were available for subscription from (i) 1 June 2017 to 31 July 2017 (the "Investment Offer Period for the Class Club Deal EUR Shares"). No additional subscriptions are permitted. However, Class Club Deal EUR Shareholders having redeemed whole or part of their investment may reinvest in Class Club Deal EUR Shares provided that (i) the subscription cannot exceed the amount of the subscriptions made during the Investment Offer Period for the Class Club Deal EUR Shares and (ii) the notices for redemption and subscription must be received by the Administrative Agent so that the redemption and subscription will occur on the same Valuation Day. Any costs and fees generated in relation to any such redemption and subscription will be borne by the relevant Class Club Deal EUR Shareholder.

As from 1 August 2018 the management fee applicable to the Class Club Deal EUR Shares has been reduced to 1.25% and the performance fee has been reduced to 15%.

Class Club Deal USD Shares were available for subscription from (i) 1 June 2017 to 31 July 2017 (the "Investment Offer Period for the Class Club Deal USD Shares"). No additional subscriptions are permitted. However, Class Club Deal USD Shareholders having redeemed whole or part of their investment may reinvest in Class Club Deal USD Shares provided that (i) the subscription cannot exceed the amount of the subscriptions made during the Investment Offer Period for the Class Club Deal USD Shares and (ii) the notices for redemption and subscription must be received by the Administrative Agent so that the redemption and subscription will occur on the same Valuation Day. Any costs and fees generated in relation to any such redemption and subscription will be borne by the relevant Class Club Deal USD Shareholder.

As from 1 August 2018 the management fee applicable to the Class Club Deal USD Shares has been reduced to 1.25% and the performance fee has been reduced to 15%.

General

The SICAV may reject any application in whole or in part, as mentioned under Section "17. Issue of Shares, Subscription and Payment Procedure", in which case subscription monies paid, as appropriate, will be returned to the applicant.

Notwithstanding anything to the contrary in this Sub-Fund's Supplement, any Class(es) of Shares may be closed and/or re-opened to new subscriptions at the discretion of the Board.

Subscriptions

Subscription applications received by the Administrative Agent before 7 p.m., Luxembourg time, 5 Business Days preceding the relevant Valuation Day on which the application is to be effected shall be processed, if accepted, on the basis of the Net Asset Value determined on that Valuation Day. Applications sent after this deadline shall be executed on the next applicable Valuation Day, unless otherwise decided by the Board. The subscription price of each Share is payable within five (5) Business Days preceding the applicable Valuation Day in the Unit Currency of the relevant Class of Shares or in any other freely convertible currency specified by the Shareholder (in which case any currency conversion costs shall be borne by the Shareholder). If the payment is not received in due time, the subscription will be cancelled, unless otherwise decided by the Board. Where the applications have been rejected by the SICAV, the subscription monies paid will be returned to the relevant investors on the day following the subscription order's rejection.

Redemptions

Redemption applications notified to the Administrative Agent before 7 p.m., Luxembourg time, five (5) Business Days preceding the relevant Valuation Day on which the application is to be effected shall be processed on the basis of the Net Asset Value determined on that Valuation Day.

For Class Alpha. Class Alpha Opportunities and Class C Shares, redemption applications shall be received before 7 p.m., Luxembourg time, sixty (60) calendar days preceding the relevant Valuation Day.

Notwithstanding the above, if, at any time both Mrs. Catherine BERJAL and Mrs. Anne-Sophie D'ANDLAU cease to devote a substantial majority of their business time and attention to the activities of the Manager (the "**Key Person Event**"), the Shareholders will be notified of the occurrence of such event within 10 Business Days. Subsequently, the Board of directors will be convened to, among others, discuss any remedies regarding this particular matter. When notification has been given, any notice for redemption mentioned above will be reduced for any Shareholder to a maximum of 5 Business Days.

Applications notified after this deadline shall be dealt with on the next applicable Valuation Day, unless otherwise decided by the Board.

The payment for redeemed Shares shall be made in their relevant Unit Currency or in any currency specified by the Shareholder (in which case any currency conversion costs shall be borne by the Shareholder) within thirty (30) Business Days following the applicable Valuation Day, provided the SICAV has received all the required documents.

When activating the deferral mechanism set out under Section 18, the percentage of redemptions requests made by Alpha Shareholders and Alpha Opportunities Shareholders that will be accepted by the Board and processed on a relevant Valuation Day will be equal to twice the percentage of the redemptions requests that have been accepted by the Board for the holders of other Share Classes at the date on which Alpha and Alpha Opportunities Shareholders delivered their redemption request.

Conversions

Shareholders may ask to convert all or part of their Shares from the Sub-Fund to any other Class of Shares of the same Sub-Fund or to the equivalent or another Class of Shares within any other Sub-Fund as the case may be and subject to the prior approval of the Board.

7. Risk considerations

Investors are advised to carefully consider the risks of investing in the Sub-Fund and should refer in relation thereto to the Section "11. Special Risk Factors" of this Issue Document.

8. Liquidation and Merger

In the event that for any reason the value of the net assets in the Sub-Fund has decreased to, or has not reached, EUR 10,000,000.- which is the minimum level for the Sub-Fund to be operated in an economically efficient manner) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may either decide to terminate the Sub-Fund or contribute the assets of the Sub-Fund as described above under Section "27.13 Termination and Merger of Sub-Funds".

9. Prime Broker(s)

Morgan Stanley & Co. International plc

Morgan Stanley & Co. International plc. (the "**Prime Broker**"), a member of the Morgan Stanley Group of companies, based in London, will provide prime brokerage services to the SICAV under the terms of an International Prime Brokerage Agreement entered into between the SICAV and the Prime Broker for itself and as agent for certain other members of the Morgan Stanley Group of companies (the "**Morgan Stanley Companies**") referred to herein as the "**Prime Brokerage Agreement**" and the Sub-Custody Agreement entered into between the Prime Broker, the Depositary, as the depositary of the SICAV, referred to herein as the "**Sub-Custody Agreement**", (the Prime Brokerage Agreement and the Sub-Custody Agreement, together the "**Agreements**"). These services may include the provision to the SICAV of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The SICAV may also utilise the Prime Broker, other Morgan Stanley Companies and other brokers and dealers for the purposes of executing transactions for the SICAV. The Prime Broker is authorised by the Prudential Regulatory Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the PRA.

Under the terms of the Sub-Custody Agreement, the Prime Broker is appointed as a sub-custodian of certain assets of the Sub-Fund by the Depositary and the Prime Broker will therefore also provide a custody service for certain of the Sub-Fund's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its prime brokerage function in accordance with the terms of the Sub-Custody Agreement. The Prime Broker may appoint sub-custodians, including the Morgan Stanley Companies, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as sub-custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to the alternative investment fund's clients of the Depositary and are separately identifiable from the Prime Broker's own assets, assets of the Prime Broker's other clients, assets held by the Depositary for its own account and assets held for clients of the Depositary which do not qualify as alternative investment funds. Furthermore, in the event that any of the SICAV's investments are registered in the name of the Prime Broker where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the SICAV's best interests so to do or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker's own investments and in the event of the Prime Broker's default may not be as well protected.

Any cash which the Prime Broker holds or receives on the SICAV's behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA's Client Money Rules (unless the Prime Broker has specifically agreed with or notified the SICAV that certain cash will be given client money protection). As a consequence, the SICAV's cash will not be segregated from the Prime Broker's own cash and will be used by the Prime Broker in the course of its investment business, and the SICAV will therefore rank as one of the Prime Broker's general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the SICAV to the Prime Broker and the Morgan Stanley Companies, the investments and cash held by the Prime Broker and each such Morgan Stanley Company will be charged by the SICAV in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the SICAV with the Prime Broker and other members of the Morgan Stanley Group of companies as margin and will also constitute collateral for the purposes of the FCA rules.

The SICAV's assets held by the Prime Broker may be borrowed, lent, rehypothecated or otherwise reused by the Prime Broker and the Morgan Stanley Companies for its or their own purposes, whereupon such investments will become the property of the Prime Broker or the relevant Morgan Stanley Company and the

SICAV will have a right against the Prime Broker or the relevant Morgan Stanley Company for the return of equivalent assets. The SICAV will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant Morgan Stanley Company, the SICAV may not be able to recover such equivalent assets in full.

Neither the Prime Broker nor any Morgan Stanley Company will be liable for any loss resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker or any Morgan Stanley Company. Neither the Prime Broker nor any other Morgan Stanley Company shall have any liability or responsibility for any act or omission of the Depositary Bank and shall be under no obligation to monitor or supervise the Depositary Bank. The Depositary Bank shall remain liable for all applicable monitoring, oversight and supervision of the SICAV and its agents' investment decisions and for ensuring their conformity with applicable law and regulation and neither the Prime Broker nor any other Morgan Stanley Company assumes any liability or responsibility in this regard. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party (other than Morgan Stanley Companies to whom the Prime Broker may have appointed as sub-custodian) by whom or in whose control any of the SICAV's investments or cash may be held. The Prime Broker and the Morgan Stanley Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The SICAV has agreed to indemnify the Prime Broker and the Morgan Stanley Companies against any loss suffered by, and any claims made against, them arising out of the Agreements, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

The Prime Broker is a service provider to the SICAV and is not responsible for the preparation of this document or the activities of the SICAV and therefore accepts no responsibility for any information contained in this document. The Prime Broker will not participate in the investment decision-making process.

10. SFT requirements

To the extent applicable, in accordance with the AIFM Rules and EU Regulation 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending EU Regulation 648/2012 (the "**SFTR**"), any information regarding the use of contracts for difference is disclosed below.

The maximum exposure to CFDs amounts to 70% of a Sub-Fund's net asset value.

The expected proportion of assets under management of the Sub-Fund that could be subject to CFDs is equal to 30% of the Sub-Fund's Net Asset Value.

The following types of assets may be subject to CFDs: listed shares.

A majority of the gross revenues arising from contracts for difference will be returned to the Sub-Fund. Details of such amounts and on the counterparties arranging the transactions will be disclosed in the annual report of the Fund.

Counterparties

The Sub-Fund will only enter into CFDs with such counterparties that are subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law and approved by the AIFM, and who are based on a regulated market of a European Union Member State or on a stock exchange of a Member State of the OECD.

The Manager maintains a list of authorized over-the-counter derivative counterparties. Derivative transactions can only be undertaken with approved derivative counterparties which have their registered office in a developed country and undergo ongoing internal credit assessment to ensure an acceptable level of credit worthiness. Internal credit assessments incorporate detailed credit analysis and use external information, such as credit rating agency ratings.

Before an institution can serve as counterparty for any type of instrument or technique, the Manager must assess and approve it, including its credit quality (using both ratings and internal analysis), its compliance with regulatory requirements and its fitness for the particular instrument or technique in question. These institutions will have an Investment Grade rating minimum BBB- (S&P or Fitch) or Baa3 (Moody's).

Eligible collateral	Valuation percentage
Liquidities	100%
Bonds with remaining maturity not exceeding 1 year, issued or guaranteed by OECD member countries or by their local public authorities, or Community, regional or global supranational organisations and institutions	95% for equity loans 98% for fixed income loans
Bonds with remaining maturity 1 year to 5 years, issued or guaranteed by OECD member countries or by their local public authorities, or Community, regional or global supranational organisations and institutions	92% for equity loans 95% for fixed income loans
Bonds with remaining maturity not exceeding 1 year, issued or guaranteed by first class issuers that offer adequate liquidity	95%
Bonds with remaining maturity 1 year to 5 years, issued or guaranteed by first class issuers that offer adequate liquidity	92%
Shares that are listed or traded on a regulated market of a Member State of the European Union or on a stock exchange of a member country of the OECD provided that these shares are included in a main index	95%

Collateral 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.

In addition, Collateral should be issued by an entity that is independent from its counterparty and is expected not to display a high correlation with the performance of the counterparty.

Risk Management

The risks linked to the use of CFDs, as well as any risks linked to collateral management are further described hereunder under Section 11 of the general part of this Issue Document.

Safekeeping

Assets subject to CFDs, as well as any collateral received, will be safe-kept by the Depositary.

11. Amortisation of Sub-Fund start up costs

The Sub-Fund start up costs are estimated to amount approximately EUR 50,000.-.

1. Base Currency

EUR

2. Investment objective, policies and risk diversification

2.1. Investment objective and policies

The investment objective of the Sub-Fund is to achieve long term capital growth by investing primarily in the shares of targeted companies including but not limited to event driven strategies, special corporate situations, equity value with a catalyst, and other similar equity strategies - that can include companies' reshuffle or strategic changes, mergers and acquisitions, spin-offs, tender offers, shareholder buybacks, debt exchanges, securities issuance or other capital structure adjustments and regulatory changes - with the potential for generating alpha independently from market movements.

The Manager follows an investment process that relies essentially on research and financial analysis, to identify and select potential investment targets.

The Manager analyses the information available on every investment opportunity and uses information and results of past companies' revaluation or corporate events in order to assess the probability of the different outcomes, assess the upside potential and the downside risk inherent to the investment strategy, and detect the most promising opportunities.

The Manager's decisions are discretionary and may evolve on a daily basis.

The Sub-Fund may invest in a variety of securities and derivative instruments, primarily but not limited to equities listed on the main European markets.

The focus of the investments of the Sub-Fund will be on shares of companies with a market capitalization expected to be below 2 billion euros or its equivalent, at the time of investment by the Sub-Fund.

The Sub-Fund will run a concentrated portfolio of conviction investments, and allows itself to build representative stakes in companies it is invested in and to engage actively with management.

The Sub-Fund does not seek short-term profits.

The Manager may use derivative financial instruments and special techniques for the purpose of hedging the Sub-Fund against foreign exchange, interest rates and equity markets risks or in order to protect the value of the Sub-Fund's portfolio against the variation of other asset classes or to achieve its investment objective.

2.2. Risk diversification

The Sub-Fund may not invest more than 30% of its assets in securities of the same type issued by the same issuer; being understood that the foregoing restriction is not applicable to investments in securities issued or guaranteed by a member state of the OECD or by its local authority or by supranational institutions and bodies of a European, regional or worldwide nature.

With respect to short sales (if any), the sub-fund may not have an uncovered short position in securities of the same kind issued by the same issuer which represents more than 30% of its assets.

When using derivative financial instruments not dealt OTC, the Sub-Fund must ensure a risk-spreading that may not exceed 30% of its assets via an appropriate diversification of such derivative financial instruments' underlying assets. With the same objective, when entering into transactions dealt OTC, the counterparty risk must, as the case may be, be limited in a similar way in consideration of the relevant

counterparty's quality and status: (i) when dealing with first class financial institutions specialised in this type of transactions, the counterparty risk exposure must be limited to 100% of the Sub-Fund's assets whilst (ii) when dealing with counterparties not qualifying as first class financial institutions specialised in this type of transactions, the counterparty risk exposure must be limited to 30% of the Sub-Fund's assets.

The Sub-Fund's total leverage will be generated by the use of borrowing only and will not exceed 150% of the net assets of the Sub-Fund, whether calculated in accordance with the gross method or the commitment method.

3. ESG Characteristics

The Sub-Fund takes sustainability risk and environmental, social and governance ("ESG") characteristics into account as part of its investment selection process. In that respect, the Sub-Fund promotes environmental and/or social characteristics within the meaning of Article 8 of SFDR. For the assessment, areas like the corporate strategy, corporate governance, social questions, respect of societal norms, transparency, product and service range, their environmental and sustainability characteristics, the environmental and social impacts of the company, of its activity and of its production, are taken into account.

They are studied, monitored, rated and included, by the research and investment team, through dedicated proprietary rating methodologies, into the investment process and the risk management process.

The ESG factors, indicators and criteria particularly monitored and applied are: GHG Emissions & Energy, non GHG Air Pollutants, Water, Waste, Environment & Biodiversity, Employee Engagement, Diversity, Safety, Supply Chain Management, ESG Accountability, Business Ethics, Product & Service Quality, Separation of Leadership, Board Elections, Board Independence, Board Size, Executive Compensation, Outside Board Affiliations, Board Skills, Shareholder Rights, Auditor Independence, Poison Pill, Controversies...

Description of the ESG Analysis, Scoring and Integration in the Investment Process

CIAM's ESG analysis and integration in the investment process is made of three steps.

The first step excludes sectors or companies involved in activities deemed unsustainable or controversial.

The second step assesses the corporate purpose, the human capital management and the associated intangible values of companies.

The last steps of CIAM's ESG analysis is to identify and analyse specific risk factors of companies related to ESG matters, materializing into ESG research reports.

The investment manager, in the continuation of its activist commitment, engages with corporates over specific Governance, Social and Environmental issues, and pushes them to improve in material domains of concern, in a specific form of activism, engagement with impact.

1- Negative / Exclusionary Screening

The investment manager applies an exclusionary screening, to exclude specific sectors from the investment universe based on specific criteria, requiring company specific research and analysis as exclusion criteria are based on the revenue derived from unwanted activities (e.g., coal extraction and power, unconventional oil and gas extraction, pornography, weapons, gambling, violation of societal norms, health threatening activities like alcohol and tobacco, etc.), as per the firm wide ESG Policy,

2- Strategic Sustainability Analysis

The focus is to identify and monitor the main intangible drivers that can drive sustainable performance of a company, to evaluate its corporate purpose, its human capital management and associated intangible value and the risks associated. The process is designed to enable the investment manager to engage in a continuing dialogue with companies around ESG issues to identify and quantify their risks and their potential for value creation.

CIAM's research team has identified the ESG disclosures relevant to each company in their sectors, facilitating the comparison between companies and anticipating on the likely evolution of such data. The research team uses a proprietary due-diligence questionnaire built for each specific sector to identify companies most exposed and best positioned against ESG operational risks and product impact.

All possible ESG topics for each sector are listed, to make each topic specific to each sector to enable focused analysis and conclusions.

Those ESG items are: Market and Intrinsic Value, Governance, Accountability, Culture, System, Evidence-Based Management, Quality System, Innovation System, Performance Management System, Organisational Agility, Adaptability and Flexibility, Stakeholders, Decision-Making Environment, Authenticity.

Companies that have positive ESG characteristics contain the right combination of systems, governance structures, cultures and human values to deliver consistent and improving returns for all stakeholders.

3- ESG Risk Analysis

CIAM has integrated companies' ESG analysis into its investment process, to monitor the ESG related risks that companies are facing.

The approach to ESG risk is to cross-check 4 components to have the best possible understanding of the risks of each company relating to ESG subjects:

ESG Framework = Environmental & Social + Corporate Governance

ESG Momentum: ESG Sentiment + Controversies

ESG (scoring) framework

To analyse each company's ESG performance, the Investment Manager uses more than 30 metrics in the ESG framework, firstly focusing on ESG issues that have the most direct link to operations, industry by industry, customizing the metric selection across around 50 sub-sectors.

CIAM's E&S framework uses GHG Emissions & Energy, non GHG Air Pollutants, Water, Waste, Environment & Biodiversity, Employee Engagement, Diversity, Safety, Supply Chain Management, ESG Accountability, Business Ethics, Product & Service Quality, categorised into the following three major types: Policies: (disclosures qualitative binary), Targets, and Metrics (quantitative related to E&S performance).

Those large series of metrics are then computed into ESG Scores, with a methodology that creates a simple and transparent template related on the performance on each metric vs the sector.

Numeric metrics hold substantially more information, accountability and potential alpha, and are therefore significantly overweighed vs. policies.

For Numeric Metrics, each company's performance on each given metric is percentile ranked relative to its sector peers, based on quintile distribution.

The same is performed for Target Metrics and Policy Metrics.

To calculate the dynamic of the metrics of a company, the research team quantifies the dynamics of the metrics relative to the company's own history on numeric metrics, then comes to a final score by ranking the company's trajectory relative to peers (to determine if the company is moving at a faster or slower pace vs. the industry as a whole).

A Z-Score criteria is implemented to remove extreme values beyond three standard deviations above or below the mean dynamics of industry peers, to cope with potentially erroneous values in dynamics due to data sources.

The framework for scoring Corporate Governance covers separation of leadership, Board elections, Board independence, Board size, Executive compensation, outside board affiliations, Board skills, shareholders rights, Auditors Independence, poison pills.

The Governance Framework scoring methodology attributes positive or negative scores to each of those governance metrics depending upon specific determined criteria.

Controversy Scores:

Controversies are public information from traceable and responsible sources that incriminate an issuer on ESG issues. Incriminations may relate to specific facts or events, conflicting interpretations, legal proceedings or unproven allegations.

To complement ESG data disclosures, CIAM uses ESG-related controversies. This is an additional module complementing the core E, S and G frameworks and as an additional flag for risk.

CIAM adjusts ESG weightings upon downgrades and alerts, guaranteeing transparency of information and systematic monitoring of feedback and comments from companies.

The investment team, by using feeds and databases and continuously mining a deep dataset of newsflow in order to fill in data gaps, track company performance and exposures real-time, and seek potential warning signals of emerging issues, continuously analyses controversies according to 3 parameters: severity, frequency and reactivity of the issuer. The investment team maintains a complete profile of "controversies" in real time and has set up an alert system, for each studied or invested company.

Access to databases allows the investment team to monitor companies' compliance with international standards and to cover issues related to human rights, labour rights, the environment, corruption and controversial weapons. A review of UN PRI compliance is also carried out and allegations reported in the Media and NGO campaigns are also monitored.

This allows the investment team to be more responsive to the occurrence of a potential event with negative impact.

ESG sentiment:

ESG Sentiment employs dynamic techniques similar to the ones used to calculate EPS momentum, using ESG-relevant data rather than changes in consensus forecasts.

The result is a matrix which shows relative trends and developments in the momentum of newsflow and events that are judged to be material against SASB categories.

The matrix of overall ESG Sentiment is analysed per source, i.e., Environmental, Social or Governance, and is also compared with fundamental analysis, earnings momentum and price performance, with other stocks,

and within the same sector. It includes 3 Scores, Insight measuring a company's long-term ESG track record, Pulse measuring near-term performance changes that highlight opportunities and controversies, enabling real-time monitoring of companies, and Momentum measuring the trend of a company's Insight Score.

ESG Sentiment emphasises persistence or change in direction or momentum of the relevant ESG measures and must be viewed in the context of current analyst ESG assessments. It is the 4th pillar in CIAM's ESG rating.

Overall Scoring across multiple elements of the ESG Framework

The Manager assesses ESG criteria and scores as a dashboard rather than a single score or rating, to integrate it as a multidimensional Risk Score in its selection, investment, sizing and risk processes.

4- ESG Research Reports

The first screening and monitoring of ESG topics for any company analysed comes from the components of CIAM's proprietary ESG Risk score above.

To dig further and get the most precise and global understanding possible of a company's ESG profile, and position it vs its peers, CIAM uses, on top of ESG data providers and controversies, companies' annual reports, sustainability and auditor's reports, reports on competing companies, CDP reports, Science base target reports, and any other public initiatives the company is participating to, sectorial working groups of the European Commission, dedicated sustainability media and social networks.

This analysis requires identifying the weak points for each risk factor identified in the SASB map, finding the best player by theme in each sector and identifying significant improvements in the company compared to a high market benchmark.

All these findings and engagement points are formalized in a detailed ESG research document.

This analysis enables the Investment Manager to engage in a dialogue with the companies in order to confront this analysis with their positions and assess the impact on the business, and eventually, if deemed necessary, push the company towards what the Manager considers to be a sustainable and positive transformation (engagement for impact).

After the application of the exclusion criteria, selection methodology and ESG ratings, approximately 10% of the companies which would have been eligible for investment without the application of those criteria, methodologies and ratings are excluded.

At least 90% of the Compartment's investment in companies with Large Market Capitalisations (equities of companies with market capitalisations of over 10bn€ or equivalent) and at least 75% of the Compartment's investments in Mid and Small Market Capitalisations (equities of companies with market capitalisations of respectively between 5 and 10 bn€ or equivalent, and below 5 bn€ or equivalent) will be invested in compliance with CIAM's ESG criteria and methodology and CIAM's ESG rating (excepted Cash or Cash Equivalent). The extra-financial rating analysis or the coverage of the extra-financial indicators must represent more than 90% of the issuers or of the capitalization of the large capitalisation securities invested by the Compartment, and respectively 75% for the mid and small market capitalisation securities.

The Compartment's ESG rating is higher than the investment universe's ESG rating after eliminating a minimum of 10% of the lowest rated stocks.

Further information on the ESG characteristics applied is included in the Manager's ESG policy available

upon request or online at the website www.ci-am.com.

5 - EU Regulation 2020/852 on the establishment of a framework to facilitate sustainable investment

The Sub-Fund does not commit to make investments in taxonomy-aligned environmentally sustainable activities and the Manager will not purposefully take into account the EU criteria for environmentally sustainable economic activities when investing. It can however not be excluded that among the Sub-Fund's holdings, certain investments may be *de facto* taxonomy aligned.

4. Management Fees

4.1. Fixed rate fee

The fixed rate fee of the Manager for its services will be maximum 2.00% per year paid out of the assets of the Sub-Fund quarterly in arrears; it being understood that from such fee:

For the years 2021 and 2022:

- a certain percentage, on a sliding scale with a maximum of 25%, as from EUR 40 million, as the target total subscriptions in Early Bird Focus, of the management fees (net of costs and any charges including, but not limited to, fees payable to entities involved in the distribution of the Sub-Fund) payable to the Manager by Class Focus and Class Special Shares accrues as equalisation fee to the Early Bird Focus Class, as accepted by the Manager. In case of subscriptions in Early Bird Focus for a total amount lower than EUR 40 million (and in case of subsequent redemptions of Early Bird Focus), the amount of equalisation fee to be paid to Early Bird Focus by Class Focus and Class Special Shares will be calculated as follows:

$$A = \frac{B}{25} \times 25\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Early Bird Focus Shares by Class Focus and Class Special Shares;
- "B" equals the amount of management fees payable to the Manager (net of costs and any charges including, but not limited to, fees payable to entities involved in the distribution of the Sub-Fund) by Class Focus and Class Special Shares;
- "C" equals the amount (in millions of Euros) of subscriptions in Early Bird Focus, which will be reduced *pro rata* of any redemptions of Early Bird Focus, pro-rated the total amount of EUR 40 million.

For the years 2023, 2024 and 2025:

- a certain percentage, on a sliding scale with a maximum of 15%, as from EUR 40 million, as the target total subscriptions in Early Bird Focus, of the management fees (net of costs and any charges including, but not limited to, fees payable to entities involved in the distribution of the Sub-Fund) payable to the Manager by Class Focus and Class Special Shares accrues as equalisation fee to the Early Bird Focus Class, as accepted by the Manager. In case of subscriptions in Early Bird Focus for a total amount lower than EUR 40 million (and in case of subsequent redemptions

of Early Bird Focus), the amount of equalisation fee to be paid to Early Bird Focus by Class Focus and Class Special Shares will be calculated as follows:

$$A = \frac{B}{15} \times 15\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Early Bird Focus Shares by Class Focus and Class Special Shares;
- "B" equals the amount of management fees payable to the Manager (net of costs and any charges including, but not limited to, fees payable to entities involved in the distribution of the Sub-Fund) by Class Focus and Class Special Shares;
- "C" equals the amount (in millions of Euros) of subscriptions in Early Bird Focus, which will be reduced *pro rata* of any redemptions of Early Bird Focus, pro-rated the total amount of EUR 40 million

4.2. Performance fee

A performance fee, based on the appreciation of the gross Net Asset Value per Share of the relevant Class(es) of Shares mentioned in section 5 below, in excess of the Peak Net Asset Value per Share (as further described in section 26.1. of the general part of this Issue Document) and based on the equalisation methodology described under section 26.1, is paid to the Manager annually; it being understood that from such fee:

For the years 2021 and 2022:

- a certain percentage, on a sliding scale with a maximum of 25%, as from EUR 40 million, as the target total subscriptions in Early Bird Focus, of the performance fee (net of costs and any charges, including but not limited to the percentage donated to charitable organisations as determined by the Board in consultation with the Manager) payable to the Manager by Class Focus and Class Special Shares accrues as equalisation fee to the Early Bird Focus Class, as accepted by the Manager. In case of subscriptions in Early Bird Focus for a total amount lower than EUR 40 million (and in case of subsequent redemptions of Early Bird Focus), the amount of equalisation fee to be paid to Early Bird Focus by Class Focus and Class Special Shares will be calculated as follows:

$$A = \frac{B}{25} \times 25\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Early Bird Focus Shares by Class Focus and Class Special Shares;
- "B" equals the amount of performance fees (net of costs and any charges, including but not limited to the percentage donated to charitable organisations as determined by the Board in consultation with the Manager) payable to the Manager by Class Focus and Class Special Shares;
- "C" equals the amount (in millions of Euros) of subscriptions in Early Bird Focus, which will be reduced *pro rata* of any redemptions of Early Bird Focus, pro-rated the total amount of EUR 40 million.

For the years 2023, 2024 and 2025:

- a certain percentage, on a sliding scale with a maximum of 15%, as from EUR 40 million, as the target total subscriptions in Early Bird Focus, of the performance fee (net of costs and any charges, including but not limited to the percentage donated to charitable organisations as determined by the Board in consultation with the Manager) payable to the Manager by Class Focus and Class Special Shares accrues as equalisation fee to the Early Bird Focus Class, as accepted by the Manager. In case of subscriptions in Early Bird Focus for a total amount lower than EUR 40 million (and in case of subsequent redemptions of Early Bird Focus), the amount of equalisation fee to be paid to Early Bird Focus by Class Focus and Class Special Shares will be calculated as follows:

$$A = \frac{B}{15} \times 15\% \times C$$

Where:

- "A" equals the amount of equalisation fee to be paid to Early Bird Focus Shares by Class Focus and Class Special Shares;
- "B" equals the amount of the performance fees (net of costs and any charges, including but not limited to the percentage donated to charitable organisations as determined by the Board in consultation with the Manager) payable to the Manager by Class Focus and Class Special Shares;
- "C" equals the amount (in millions of Euros) of subscriptions in Early Bird Focus, which will be reduced *pro rata* of any redemptions of Early Bird Focus, pro-rated the total amount of EUR 40 million.

Up to 25% of the performance fees will be donated to charitable organisations involved in childhood care and education, the amount being determined by the Board in consultation with the Manager.

Each calculation period shall correspond to the accounting year of the SICAV, except for the first performance fee calculation period, which will begin at the end of the initial subscription period of the relevant Class and terminate either on the date immediately preceding the next calculation period or the date immediately preceding the following calculation period so that the calculation period is of at least 12 months.

Performance fees are payable within fifteen (15) Business Days following the approval of the annual accounts by the annual general meeting of Shareholders of the SICAV.

5. Net Asset Value

Frequency of the calculation of the Net Asset Value

The Net Asset Value per Share of the Sub-Fund is determined, under the responsibility of the Manager, monthly, as of each Valuation Day.

In addition, an informative Net Asset Value per Share of the Sub-fund is also determined as of the last Business Day of each calendar week (the "Informative NAV"). For the avoidance of doubt, the Informative NAV will be published for information only and no subscription, redemption or conversion requests will be accepted on the basis of the Informative NAV.

Valuation Day

A Valuation Day is the last calendar day of each month, if such day is not a full Business Day, then the Valuation Day shall be the previous full Business Day.

Net Asset Value publication day

The day of publication of the Net Asset Value per Share (and of the issue, conversion and redemption prices) shall, in principle, occur within ten (10) calendar days from the Valuation Day. If the 10th calendar day following the Valuation Day is not a Business Day, then the Net Asset Value publication day shall be the Business Day preceding the 10th calendar day following the Valuation Day.

The Informative NAV will be published as reasonably as practicable following the last Business Day of each calendar week.

6. Subscription, redemption and conversion procedures

Classes of Shares available for subscription

Some of the following Classes of Shares have been closed to subscription, subject to re-openings to subscriptions as may be set out below.

Classes	Reference Currencies	Distribution features	Fees	Minimum initial investments³	Minimum subsequent investments amount
Early Bird Focus	Euro (EUR)	capitalisation	Management fee 1% Performance fee 15%	EUR 100,000	EUR 10,000
Class Focus	Euro (EUR)	capitalisation	Management fee 2% Performance fee 20%	EUR 50,000	EUR 5,000
Class Special	Euro (EUR)	capitalisation	Management fee 1% Performance fee 10%	EUR 30,000,000	EUR 50,000

The Early Bird Focus and Special Share Classes were re-opened for subscriptions as of the following Valuation Days: 30 September 2020, 31 October, 30 November and 31 December 2020.

The Early Bird Focus Share Class will be reopened again to subscriptions as of the following Valuation Days: 30 September, 29 October, 30 November and 31 December 2021, in accordance with the provision of this Issue Document but subject to a minimum investment of EUR 100,000.

³ Minimum initial investments will be considered on an aggregate basis in all classes, subject always to the minimum subsequent investment amount.

Since the 1st of April 2021, the annual rate of the base management fee for the Early Bird Focus Share Classes is 1%.

General

The SICAV may reject any application in whole or in part, as mentioned under Section "17. Issue of Shares, Subscription and Payment Procedure", in which case subscription monies paid, as appropriate, will be returned to the applicant.

Notwithstanding anything to the contrary in this Sub-Fund's Supplement, any Class(es) of Shares may be closed and/or re-opened to new subscriptions at the discretion of the Board.

Subscriptions

Subscription applications received by the Administrative Agent before 7 p.m., Luxembourg time, 5 Business Days preceding the relevant Valuation Day on which the application is to be effected shall be processed, if accepted, on the basis of the Net Asset Value determined on that Valuation Day. Applications sent after this deadline shall be executed on the next applicable Valuation Day, unless otherwise decided by the Board. The subscription price of each Share is payable within five (5) Business Days preceding the applicable Valuation Day in the Unit Currency of the relevant Class of Shares or in any other freely convertible currency specified by the Shareholder (in which case any currency conversion costs shall be borne by the Shareholder). If the payment is not received in due time, the subscription will be cancelled, unless otherwise decided by the Board. Where the applications have been rejected by the SICAV, the subscription monies paid will be returned to the relevant investors on the day following the subscription order's rejection.

Redemptions

Redemption applications notified to the Administrative Agent before 7 p.m., Luxembourg time, sixty (60) Business Days preceding the relevant Valuation Day on which the application is to be effected shall be processed on the basis of the Net Asset Value determined on that Valuation Day.

Shareholders may redeem their Shares in accordance with the provisions below but subject to the following restrictions:

Applications notified after this deadline shall be dealt with on the next applicable Valuation Day, unless otherwise decided by the Board.

The payment for redeemed Shares shall be made in their relevant Unit Currency or in any currency specified by the Shareholder (in which case any currency conversion costs shall be borne by the Shareholder) within thirty (30) Business Days following the applicable Valuation Day, provided the SICAV has received all the required documents.

Conversions

Shareholders may ask to convert all or part of their Shares from the Sub-Fund to any other Class of Shares of the same Sub-Fund or to the equivalent or another Class of Shares within any other Sub-Fund as the case may be and subject to the prior approval of the Board.

7. Risk considerations

Investors are advised to carefully consider the risks of investing in the Sub-Fund and should refer in relation

thereto to the Section "11. Special Risk Factors" of this Issue Document.

8. Liquidation and Merger

In the event that for any reason the value of the net assets in the Sub-Fund has decreased to, or has not reached, EUR 5,000,000.- which is the minimum level for the Sub-Fund to be operated in an economically efficient manner) or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, which in the opinion of the Board renders this decision necessary, or whenever the interest of the Shareholders demands so, the Board may either decide to terminate the Sub-Fund or contribute the assets of the Sub-Fund as described above under Section "27.13. Termination and Merger of Sub-Funds".

9. SFT requirements

To the extent applicable, in accordance with the AIFM Rules and EU Regulation 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending EU Regulation 648/2012 (the "**SFTR**"), any information regarding the use of contracts for difference is disclosed below.

The maximum exposure to CFDs amounts to 70% of a Sub-Fund's net asset value.

The expected proportion of assets under management of the Sub-Fund that could be subject to CFDs is equal to 20% of the Sub-Fund's Net Asset Value.

The following types of assets may be subject to CFDs: listed shares.

A majority of the gross revenues arising from contracts for difference will be returned to the Sub-Fund. Details of such amounts and on the counterparties arranging the transactions will be disclosed in the annual report of the Fund.

Counterparties

The Sub-Fund will only enter into CFDs with such counterparties that are subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law and approved by the AIFM, and who are based on a regulated market of a European Union Member State or on a stock exchange of a Member State of the OECD.

The Manager maintains a list of authorized over-the-counter derivative counterparties. Derivative transactions can only be undertaken with approved derivative counterparties which have their registered office in a developed country and undergo ongoing internal credit assessment to ensure an acceptable level of credit worthiness. Internal credit assessments incorporate detailed credit analysis and use external information, such as credit rating agency ratings.

Before an institution can serve as counterparty for any type of instrument or technique, the Manager must assess and approve it, including its credit quality (using both ratings and internal analysis), its compliance with regulatory requirements and its fitness for the particular instrument or technique in question. These institutions will have an Investment Grade rating minimum BBB- (S&P or Fitch) or Baa3 (Moody's).

Eligible collateral	Valuation percentage
Liquidities	100%
Bonds with remaining maturity not exceeding 1 year, issued or guaranteed by OECD member countries or by their local public authorities, or Community, regional or global supranational organisations and institutions	95% for equity loans 98% for fixed income loans
Bonds with remaining maturity 1 year to 5 years, issued or guaranteed by OECD member countries or by their local public authorities, or Community, regional or global supranational organisations and institutions	92% for equity loans 95% for fixed income loans
Bonds with remaining maturity not exceeding 1 year, issued or guaranteed by first class issuers that offer adequate liquidity	95%
Bonds with remaining maturity 1 year to 5 years, issued or guaranteed by first class issuers that offer adequate liquidity	92%
Shares that are listed or traded on a regulated market of a Member State of the European Union or on a stock exchange of a member country of the OECD provided that these shares are included in a main index	95%

Collateral 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.

In addition, Collateral should be issued by an entity that is independent from its counterparty and is expected not to display a high correlation with the performance of the counterparty.

Risk Management

The risks linked to the use of CFDs, as well as any risks linked to collateral management are further described hereunder under Section 11 of the general part of this Issue Document.

Safekeeping

Assets subject to CFDs, as well as any collateral received, will be safe-kept by the Depositary.

10. Amortisation of Sub-Fund start-up costs

The Sub-Fund start-up costs are estimated to amount approximately to forty thousand euros.