

## Prospectus for Switzerland

July 2019

Prospectus including « Key Investor Information Document » (KIID), Prospectus and fund's regulation.

Asset Management Company :  
**DYNASTY AM**

---

Custodian :  
**UBS Europe SE (Luxembourg Branch)**

---

Swiss Fund Representative :  
**ACOLIN FUND SERVICES A.G.**

---

The state of origin is Luxembourg. This document may only be distributed in or from Switzerland to qualified investors within the meaning of Art. 10 para. 3, 3bis and 3ter CISA. The Representative in Switzerland is ACOLIN Fund Services AG, Affolternstrasse 56, CH-8050 Zurich, whilst the Paying Agent is Neue Helvetische Bank AG, Seedfeldstrasse 215, CH-8008 Zurich. The basic documents of the Fund as well as the annual and semi-annual reports may be obtained free of charge at the registered office of the Swiss Representative.”

# **Glossary**

**Original prospectus**

**Status of the sicav**

**Appendice – Information for investors in Switzerland**

**DYNASTY SICAV S.A.**

an investment company with variable capital (*société d'investissement à capital variable*) -  
undertaking for collective investment in transferable securities  
(*organisme de placement collectif en valeurs mobilières*)

**Registered Office:**

2C, rue Albert Borschette  
L-1246 Luxembourg  
Grand Duchy of Luxembourg  
**Luxembourg R.C.S.: B 188656**

---

**Prospectus**

July 2019

---

DYNASTY SICAV S.A. IS AN UMBRELLA FUND COMPOSED OF SUB-FUNDS. SUBSCRIPTION TO THE COMPANY'S SHARES CAN ONLY BE VALIDLY MADE ON THE BASIS OF THE INFORMATION CONTAINED IN THE CURRENT PROSPECTUS ACCOMPANIED BY A COPY OF THE LATEST ANNUAL REPORT AS WELL AS THE LATEST SEMI-ANNUAL REPORT IF THIS IS PUBLISHED AFTER THE LAST ANNUAL REPORT. NO PERSON IS AUTHORISED TO GIVE TO THIRD PARTIES ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PROSPECTUS OR THE DOCUMENTS MENTIONED HEREIN.

## **DYNASTY SICAV S.A.**

*société d'investissement à capital variable*

2C, rue Albert Borschette  
L-1246 Luxembourg  
Grand Duchy of Luxembourg  
**Luxembourg R.C.S.: B 188656**

---

### **IMPORTANT INFORMATION**

---

**If you are in any doubt about the contents of this prospectus (the "Prospectus"), you should consult your stockbroker, bank manager, lawyer, accountant or other financial advisor. No person is authorised to give any information other than that contained in this Prospectus, or any of the documents referred to herein that are available for public inspection at the registered office of DYNASTY SICAV S.A.**

- **DYNASTY SICAV S.A.** (the "**Company**") is an undertaking for collective investment in transferable securities (a "**UCITS**"), incorporated under the laws of the Grand Duchy of Luxembourg as an investment company with variable capital (*société d'investissement à capital variable*) for the purpose of the Council Directive 2009/65/CE, as amended (the "**UCITS Directive**"). The Company is registered in the Grand Duchy of Luxembourg pursuant to Part I of the Luxembourg law of 17 December 2010 on collective investment undertakings, as amended (*loi relative aux organismes de placement collectif*) (the "**Law of 2010**"). However, such registration does not imply a positive assessment by the supervisory authority of the contents of this Prospectus or of the quality of the shares (the "**Shares**") offered for sale. Any representation to the contrary is unauthorised and unlawful.
- This Prospectus does not constitute an offer to anyone or solicitation by anyone in any jurisdiction in which such an offer or solicitation is unlawful or in which the person making such an offer or solicitation is not qualified to do so.
- Any information given by any person not mentioned in this Prospectus should be regarded as unauthorised. The information contained in this Prospectus is considered to be accurate at the date of its publication. To reflect material changes, this Prospectus may be updated from time to time and potential subscribers should enquire of the Company as to the issue of any later Prospectus.
- The distribution of this Prospectus and the offering of the Shares may be restricted in certain jurisdictions. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to subscribe for Shares pursuant to this Prospectus to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Potential subscribers or purchasers of Shares should inform themselves as to the possible tax consequences, the legal requirements and any foreign exchange restrictions or exchange control requirements which they might encounter

under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, purchase, holding or sale of Shares.

- **The Company represents and warrants that its Shares will not be offered, sold or delivered to US investors. US investors for this purpose are defined as (i) citizens or residents of the United States, or other persons or entities whose income is subject to US federal income tax regardless of source or (ii) that are considered to be US persons pursuant to regulation S of the US Securities Act of 1933 and/or (iii) the US Commodity Exchange Act, as amended.**
- The term "US Person" is defined as any person who:
  - (i) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;
  - (ii) is a US person within the meaning of Regulation S under the US Securities Act of 1933 (17 CFR § 230.902(k));
  - (iii) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv));
  - (iv) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or
  - (v) any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Company.
- Subscriptions for Shares can be accepted only on the basis of the current Prospectus. The Company will produce an annual report (the "**Annual Report**") containing the audited accounts. In addition, unaudited semi-annual consolidated reports (a "**Semi-Annual Report(s)**") are also made available at such registered offices within two (2) months after 30 June. The annual and semi-annual reports are also available on the Company's web-site (<http://www.dynasty-am.lu>). These reports in their latest version will form an integral part of the Prospectus.
- The Company draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company, notably the right to participate in general Shareholders' meetings, if the investor is registered himself and in his own name in the Shareholders' register of the Company. In cases where an investor invests in the Company through an intermediary investing into the Company in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain Shareholder rights directly against the Company. Investors are advised to take advice on their rights.

➤ **TABLE OF CONTENTS**

1.	Directory.....	8
1.1	<b>Registered Office</b> .....	8
1.2	<b>Board Of Directors</b> .....	8
1.3	<b>Management Company</b> .....	9
1.4	<b>Administration And Advisors</b> .....	10
2.	GLOSSARY OF TERMS.....	11
3.	Investment Objective And Policies.....	15
3.1	<b>Investment Objective</b> .....	15
3.2	<b>Investment Policies</b> .....	15
4.	Risk Factors.....	16
4.1	Below Is A Non-Exhaustive Summary Of The Various Types Of Investment Risk That May Be Applicable To The Sub-Funds.....	16
4.2	<b>General Risk Factors</b> .....	16
4.3	<b>Exchange Rates</b> .....	16
4.4	<b>Hedging Of Classes Of Shares</b> .....	17
4.5	<b>Market And Sector Risk</b> .....	17
4.6	<b>"High Yield" Debt Securities</b> .....	17
4.7	<b>Country Or Transfer Risk</b> .....	17
4.8	<b>Default Risk</b> .....	18
4.9	<b>Concentration Risk</b> .....	18
4.10	<b>Increased Volatility</b> .....	18
4.11	<b>Swaps</b> .....	18
4.12	<b>Legal And Tax Risk</b> .....	19
4.13	<b>Change In Investment Policy</b> .....	19
4.14	<b>Amendment Of Contractual Conditions</b> .....	19
4.15	<b>Risk Of Suspension Of Redemptions</b> .....	19
4.16	<b>Emerging Markets</b> .....	19
4.17	<b>Distressed Strategies</b> .....	20
4.18	<b>Convertible Securities</b> .....	20
4.19	<b>Unrated Bonds</b> .....	21
4.20	<b>Warrants</b> .....	21
5.	Shares.....	21
5.1	<b>Form Of Shares</b> .....	21
5.2	<b>Issue Of Shares</b> .....	22
5.3	<b>Sub-Funds And Classes Of Shares</b> .....	22
6.	Subscription For Shares.....	23
6.1	<b>Initial Subscription</b> .....	23
6.2	<b>Subscription After The Initial Subscription Day Or Initial Offering Period</b> .....	24
6.3	<b>Subscription Procedure</b> .....	24
6.4	<b>Payment Procedure</b> .....	25
6.5	<b>Notification Of Transaction</b> .....	26
6.6	<b>Rejection Of Subscriptions</b> .....	26
6.7	<b>Suspension Of Net Asset Valuation</b> .....	26

6.8	<b>Late Trading</b> .....	27
6.9	<b>Market Timing</b> .....	27
6.10	<b>Money Laundering Prevention</b> .....	27
6.11	<b>Data Protection</b> .....	28
6.12	<b>Distribution Charges</b> .....	31
7.	Redemption And Conversion Of Shares.....	31
7.1	<b>Redemptions Of Shares</b> .....	31
7.2	<b>Conversion Of Shares Into Shares Of A Different Sub-Fund</b> .....	34
7.3	<b>Procedures For Redemptions And Conversions Representing Ten Percent (10%) Or More Of Any Sub-Fund</b> .....	36
8.	Charges And Expenses .....	36
8.1	<b>Domiciliation Fee</b> .....	36
8.2	<b>Management Company Fee</b> .....	36
8.3	<b>Company Charges</b> .....	37
9.	Taxation .....	38
10.	General Information.....	43
10.1	<b>Company</b> .....	43
10.2	<b>Management And Administration</b> .....	43
10.3	<b>The Management Company</b> .....	44
10.4	<b>Depository Bank And Paying Agent</b> .....	44
10.5	<b>Administrative Agent</b> .....	48
11.	General Meetings And Reports .....	49
11.1	<b>General Meetings</b> .....	49
11.2	<b>Annual And Semi-Annual Reports</b> .....	49
11.3	<b>Documents Available For Inspection</b> .....	50
12.	Dividend Policy .....	50
13.	Remuneration Policy .....	51
14.	Liquidation, Termination And Amalgamation .....	52
15.	Applicable Law.....	54
	APPENDIX A – INVESTMENT POWERS AND RESTRICTIONS .....	55
	APPENDIX B - SPECIAL TECHNIQUES AND INSTRUMENTS .....	63
	APPENDIX C - NET ASSET VALUE .....	68
	APPENDIX D – DETAILS OF EACH SUB-FUND .....	75

## 1. DIRECTORY

### 1.1 Registered office

DYNASTY SICAV S.A.

2C, rue Albert Borschette  
L-1246 Luxembourg  
Grand Duchy of Luxembourg

### 1.2 Board of Directors

#### 1.2.1 Chairman

NAME	TITLE
➤ Mr Philippe HALB	Chairman of the board of directors of Dynasty SICAV S.A.  <i>Chairman of the board of directors of Dynasty AM S.A., 16, avenue Marie-Thérèse, L-2132 Luxembourg</i>

#### 1.2.2 Members

NAME	TITLE
➤ Mr Dimitri BOISMARE	Director of Dynasty SICAV S.A.  <i>Director of PREVAL, 11, boulevard Royal, L-2449 Luxembourg</i>
➤ Mr Frank BERGEOT	Director of Dynasty SICAV S.A.  <i>Administrateur indépendant</i>



### 1.3 Management Company

#### 1.3.1 Name of the Management Company

Dynasty AM S.A.	16, avenue Marie-Thérèse L-2132 Luxembourg Grand Duchy of Luxembourg
-----------------	--

#### 1.3.2 Chairman of the board of directors of the Management Company

NAME	TITLE
➤ Mr Philippe HALB	Chairman

#### 1.3.3 Members of the board of directors of the Management Company

NAME	TITLE
➤ Mr Laurent PLUCHARD	Director of Dynasty AM S.A. and Head of Business Development
➤ Mr Emmanuel BEGAT	Director of Dynasty AM S.A.  <i>Chief Operating Officer at ME Business Solutions S.à r.l., 16, rue Jean-Pierre Brasseur, L-1258 Luxembourg</i>
➤ Mr Jean-Philippe CERUTTI	Director of Dynasty AM S.A.  <i>Administrateur indépendant</i>

#### 1.3.4 Day-to-day Managers of the Management Company

NAME	TITLE
➤ Mr Philippe HALB	Dirigeant Responsable of Dynasty AM S.A. (as per CSSF Circular 18/698)
➤ Mr Eric BOZZETTO	Dirigeant Responsable of Dynasty AM S.A. (as per CSSF Circular 18/698)

➤ Mr Laurent PLUCHARD | Dirigeant Responsable of Dynasty AM  
S.A. (as per CSSF Circular 18/698)

#### 1.4 Administration and Advisors

##### 1.4.1 Depository Bank and Paying Agent

UBS Europe SE, Luxembourg | 33A, avenue J.F. Kennedy  
Branch | L-1855 Luxembourg  
Grand Duchy of Luxembourg

##### 1.4.2 Registrar and Transfer Agent, Domiciliary, and Administrative Agent

Northern Trust Global Services SE | 6, rue Lou Hemmer  
L-1748 Senningerberg  
Grand Duchy of Luxembourg

##### 1.4.3 Auditor

Ernst & Young S.A. | 35E, Avenue J.F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

##### 1.4.4 Legal advisor

Elvinger Hoss Prussen | 2, Place Winston Churchill  
*Société anonyme* | L-1340 Luxembourg  
Grand Duchy of Luxembourg

## 2. GLOSSARY OF TERMS

<b>"Administrative Agent"</b>	Northern Trust Global Services SE, having its registered office at 6, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg.
<b>"Articles" or "Articles of Incorporation"</b>	the articles of incorporation of the Company, as supplemented or amended from time to time.
<b>"Auditor"</b>	Ernst & Young S.A., having its registered office at 35E, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.
<b>"Business Day"</b>	any full working day in Luxembourg when the banks are open for business.
<b>"Circular 11/512"</b>	CSSF Circular 11/512 as of 30 May 2011 that provides an overview of the main changes to the regulatory framework relating to UCITS risk management in light of CSSF Regulation 10-4 and the publication by ESMA of a number of documents on risk management.
<b>"Circular 14/592"</b>	CSSF Circular 14/592 as of 30 September 2014 regarding ESMA guidelines on ETFs and other UCITS issues.
<b>"Circular 18/698"</b>	CSSF Circular 18/698 as of 23 August 2018 that provides an overview of the authorisation and organisation of the investment fund managers incorporated under Luxembourg law.
<b>"Class"</b>	each class of shares within a Sub-Fund.
<b>"Company"</b>	DYNASTY SICAV S.A., which term shall include any Sub-Fund from time to time thereof.
<b>"Depositary Bank"</b>	UBS Europe SE, Luxembourg Branch, having its registered office at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.
<b>"Directive 2009/65/EC"</b>	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS), as amended.

<b>"Directors" or "Board of Directors"</b>	the board of directors of the Company.
<b>"Distributor"</b>	any distributor appointed by the Company and the Management Company from time to time.
<b>"EU"</b>	European Union.
<b>"Euro", "€" or "EUR"</b>	legal currency of the European Monetary Union.
<b>"ESMA"</b>	the European Securities and Markets Authority.
<b>"FATF State"</b>	such country (as shall be reviewed and) deemed from time to time by the FATF to comply with the FATF regulations and criteria necessary to become a member country of FATF and to have acceptable standards of anti-money laundering legislation.
<b>"High Yield"</b>	Securities rated below BBB- (by Standard & Poor's) and/or Baa (by Moody's) express gradually a higher risk and correspond to the class of risk "High Yield".
<b>"KIID"</b>	the key investor information document.
<b>"Law of 2010"</b>	the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended from time to time.
<b>"Management Company"</b>	Dynasty AM S.A.
<b>"Member State"</b>	a member state of the European Union.
<b>"Mémorial"</b>	the <i>Mémorial C, Recueil des Sociétés et Associations</i> .
<b>"Money Market Instruments"</b>	means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.
<b>"Net Asset Value" or "NAV"</b>	has the meaning ascribed to that term in Appendix C.
<b>"OECD"</b>	Organisation for Economic Co-operation and Development.

<p><b>"Other Regulated Market"</b></p>	<p>market which is regulated, operates regularly and is recognized and open to the public, namely a market:</p> <ol style="list-style-type: none"> <li>1) that meets the following cumulative criteria: liquidity, multilateral order matching (general matching of bid and ask prices in order to establish a single price) and transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed on current conditions);</li> <li>2) on which the securities are dealt in at a certain fixed frequency; <ol style="list-style-type: none"> <li>a) which is recognized by a state or by a public authority which has been delegated by that state or by another entity which is recognized by that state or by that public authority such as a professional association; and</li> <li>b) on which the securities dealt are accessible to the public.</li> </ol> </li> </ol>
<p><b>"Paying Agent"</b></p>	<p>UBS Europe SE, Luxembourg Branch, having its registered office at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.</p>
<p><b>"Prospectus"</b></p>	<p>the present Prospectus, as may be supplemented or amended from time to time.</p>
<p><b>"Redemption Price"</b></p>	<p>has the meaning ascribed to that term under section headed "Redemption of Shares".</p>
<p><b>"Reference Currency"</b></p>	<p>the currency of denomination of a Sub-Fund.</p>
<p><b>"Registrar and Transfer Agent"</b></p>	<p>Northern Trust Global Services SE, having its registered office at 6, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg.</p>
<p><b>"Regulated Market"</b></p>	<p>a regulated market within the meaning of Article 4 point 1. (21) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended, and any other market in any state which is regulated, operates regularly and is recognised and open to the public.</p>

<b>"Regulatory Authority" or "CSSF"</b>	means the <i>Commission de Surveillance du Secteur Financier</i> (the Commission for the Supervision of the Financial Sector).
<b>"RESA"</b>	<i>Recueil électronique des sociétés et associations.</i>
<b>"Shareholder"</b>	a holder of Shares.
<b>"SICAV"</b>	<i>a société d'investissement à capital variable.</i>
<b>"Subscription Form"</b>	means the subscription form indicating a subscriber's subscription for shares.
<b>"Sub-Fund"</b>	each sub-fund of the Company.
<b>"Subscription Price"</b>	has the meaning ascribed to that term under section "Subscription for Shares".
<b>"Transferable Securities"</b>	shall mean transferable securities within the meaning of the Directive 2009/65/EC including in particular: <ul style="list-style-type: none"> <li>a) shares and other securities equivalent to shares,</li> <li>b) bonds and other forms of securitised debt,</li> <li>c) any other negotiable securities which carry the right to acquire</li> </ul> any such transferable securities by subscription or exchange, excluding techniques and instruments relating to transferable securities and money market instruments.
<b>"UCI(s)"</b>	an Undertaking for Collective Investment which has as its sole object the collective investment in transferable securities and/or other liquid financial assets of capital raised from the public and which operates on the principle of risk spreading and the units/shares of which are at the request of holders repurchased or redeemed directly or indirectly out of those undertakings' assets provided that action taken to ensure that the stock exchange value of such units/shares does not significantly vary shall be regarded as equivalent to such repurchase or redemption.
<b>"UCITS"</b>	an Undertaking for Collective Investment in Transferable Securities within the meaning of the Directive 2009/65/EC.
<b>"Valuation Day"</b>	the Business Day on which the Net Asset Value of a Sub-Fund is calculated, as determined for each Sub-Fund in Appendix D.

<b>"VaR"</b>	statistical approach that enables accurate risk monitoring but under no circumstances guarantees a minimum performance.
--------------	---

### **3. INVESTMENT OBJECTIVE AND POLICIES**

#### **3.1 Investment objective**

3.1.1 The main objective of the Company is to provide the investors with a choice of professionally managed Sub-Funds investing in a wide range of transferable securities, most of them being quoted on one or several official stock exchanges and/or other liquid financial assets permitted by law in order to achieve an optimum return from capital invested, while reducing investment risk through diversification.

#### **3.2 Investment Policies**

3.2.1 The investment objective and policy of the Sub-Fund(s) is described in Appendix D. The Sub-Funds are managed in accordance with the investment restrictions specified in Appendix A and the special investment and hedging techniques and instruments specified in Appendix B. In general, investments are made on markets operating regularly, recognised and open to the public. Use of derivatives may be made on an ancillary basis for hedging purposes and to reduce tracking error with benchmark.

3.2.2 The Directors may decide to create further Sub-Funds with different investment objectives, and in such cases, this Prospectus will be updated accordingly. The Directors shall maintain for each Sub-Fund a separate portfolio of assets.

## 4. RISK FACTORS

---

4.1 Below is a non-exhaustive summary of the various types of investment risk that may be applicable to the Sub-Funds.

### 4.2 General Risk Factors

4.2.1 Shareholders should understand that all investments involve risk and there can be no guarantee against loss resulting from an investment in any Sub-Fund, nor can there be any assurance that the Sub-Funds' investment objective will be attained. The Management Company may not guarantee the performance or any future return of the Company or any of its Sub-Funds.

4.2.2 Past performance is not a guide to future returns. Charges also affect what Shareholders will get back and the amount returned may be less than the original investment.

4.2.3 The value of Shareholders' investment and any income received from it may go down as well as up.

4.2.4 Tax laws may change in future.

4.2.5 The charges on Sub-Funds may be increased in the future.

4.2.6 Sub-Funds that invest in a small number of stocks or in certain overseas markets may be subject to increased risk and volatility.

4.2.7 Inflation reduces the buying power of Shareholder's investment and income.

4.2.8 **To the extent any counterparty of the Company or of a Sub-Fund involved in any type of transactions is not entrusted with, or does not keep in safe custody any assets of the Company or of a Sub-Fund, such counterparty is not subject to the general supervision of the Depositary Bank.**

### 4.3 Exchange Rates

4.3.1 The Reference Currency of each Sub-Fund, i.e. the currency in which each Sub-Fund is denominated, as set out in Appendix D is not necessarily the investment currency of the Sub-Fund concerned. Investments are made in those currencies that are expected to best benefit the performance of the Sub-Funds in the view of the Management Company.

4.3.2 The reference currency of the Company is the Euro (EUR) and it may be hedged or not against the currencies of the investments.

4.3.3 Changes in foreign currency exchange rates will affect the value of Shares held in the Sub-Funds.



- 4.3.4 Shareholders investing in a Sub-Fund other than in its Reference Currency should be aware that exchange rate fluctuations could cause the value of their investment to diminish or increase.

There can be no assurance that the hedging employed will fully eliminate the exchange rate exposure to the Denomination Currency. Hedging of foreign exchange risk will depend on market circumstances and the assets under management of a given Sub-Fund.

#### **4.4 Hedging of Classes of Shares**

- 4.4.1 Given that there is no segregation of liabilities between Classes of Shares, there may be a remote risk that, under certain circumstances, currency hedging transactions in relation to one Class of Shares could result in liabilities which might affect the Net Asset Value of the other Classes of Shares of the same Sub-Fund.

#### **4.5 Market and sector risk**

- 4.5.1 While investments in sector-specific securities offer the potential for high returns, they also present corresponding risks. These risks include both general market risks and the specific risks of the relevant business sector. The respective markets may to some extent be subject to significant price fluctuations and reduced liquidity.
- 4.5.2 The price or market trend of financial products is primarily dependent on developments in the capital markets and the economic performance of issuers, which in turn are influenced by the general state of the global economy and by economic and political conditions in the various countries. Particularly on a stock exchange, irrational factors such as sentiment, opinions and rumours can also have an impact on general price movements.

#### **4.6 "High Yield" Debt Securities**

- 4.6.1 Investments in "High Yield" debt securities involve special considerations and risks, including the risks associated with international investing generally, such as currency fluctuations, the risks of investing in countries with smaller capital markets, limited liquidity, price volatility and restrictions on foreign investment, and the risks associated with less developed economies, including high inflation and interest rates, large amounts of external debt and political and social uncertainties.

#### **4.7 Country or transfer risk**

- 4.7.1 Country risk occurs when a foreign borrower, despite its solvency, cannot fulfil its obligations or cannot do so within the required deadline due to an inability or unwillingness on the part of its country of domicile to transfer the funds.

4.7.2 In this case, payments to which the fund has a claim may not arrive or may be made in a currency which is no longer convertible due to foreign exchange restrictions.

4.7.3 Furthermore, investment of the Company's assets in securities of companies in developing countries is subject to additional risks due to government intervention and unpredictable political upheavals that may influence the free transfer of currencies. Limited access to information and less stringent public supervision and control of these securities markets create additional risks.

#### **4.8 Default risk**

4.8.1 The default of an issuer or counterparty can lead to losses for the Company. The issuer risk refers to the impact of the specific situation of the issuer concerned, which influences the price of a security alongside the general situation of the capital markets. Even the careful selection of securities can never eliminate the risk that losses can be incurred due to the bankruptcy of issuers.

4.8.2 The counterparty risk refers to the risk that one party to a contract will partially or completely default on the other party's claim. This applies to all contracts which are concluded on behalf of a Sub-Fund.

#### **4.9 Concentration risk**

4.9.1 Further risks may arise from a concentration of investments in particular assets or markets. In this case the relevant Sub-Fund is particularly heavily dependent on the performance of these assets or markets.

#### **4.10 Increased volatility**

4.10.1 Some Sub-Funds can experience increased volatility due to their permissible investment universe, their composition and the use of derivative instruments, i.e. the Net Asset Value can be subject to considerable fluctuations both upwards and downwards within short periods.

#### **4.11 Swaps**

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

4.11.2 Swap contracts can be individually traded and structured to include exposure to different types of investment or market factors. Depending on their structure, these swap operations can increase or decrease the exposure of the Company to strategies, shares, short- or long-term interest rates, foreign currency values, borrowing rates or other factors. Swaps can be of different forms, and are known under different names; they can increase or decrease the overall volatility of the Company, depending on how they are used. The main factor that determines the

performance of a swap contract is the movement in the price of the underlying investment, specific interest rates, currencies and other factors used to calculate the payment due by and to the counterparty. If a swap contract requires payment by the Company, the latter must at all times be able to honour said payment. Moreover, if the counterparty loses its creditworthiness, the value of the swap contract entered into with this counterparty can be expected to fall, entailing potential losses for the Company.

#### **4.12 Legal and tax risk**

4.12.1 The legal and tax treatment of investment funds may be subject to unexpected and unavoidable changes.

#### **4.13 Change in investment policy**

4.13.1 A change in the investment policy within the investment universe permitted for the Company may alter the risk level associated with the Company.

#### **4.14 Amendment of contractual conditions**

4.14.1 The Company reserves the right to amend contractual conditions applicable to it. Moreover, in accordance with the contractual conditions, the Company may dissolve individual Sub-Funds. Investors may therefore not be in a position to hold their investment for the initially planned period of time.

#### **4.15 Risk of suspension of redemptions**

4.15.1 In general investors can request the redemption of their shares on any day on which a valuation is carried out. However, in exceptional circumstances, the Company may suspend the redemption of shares temporarily and only redeem the shares at a later date at the price prevailing at that time. This price may be lower than that prevailing before the suspension of redemptions.

#### **4.16 Emerging markets**

4.16.1 Investments in emerging markets may be subject to greater risks than investments in well developed markets, as a result of a number of factors, including potentially significant legal and political risks. Such factors may include greater risk of market shutdown, substantial governmental involvement in the economy including in the private economic sector, less complete and reliable official data, lower level of regulations, enforcement of regulations, and monitoring of the financial sector (including trade settlement of assets registration) and, in some cases, greater volatility, greater liquidity risks, greater unpredictability and higher risk of civil or international conflict. Emerging markets may also be exposed to greater political and economic risks, such as the possibility of nationalisation, expropriation, political changes, social instability or other developments which could adversely affect the economies of such nations or the foreign exchange rates. Some emerging markets may also impose

different capital gain taxes on foreign investors, in addition to withholding taxes on investment income.

#### **4.17 Distressed Strategies**

4.17.1 Some Sub-Funds can invest to some extent in securities of issuers in weak financial condition, experiencing poor operating results, having substantial financial needs or negative net worth, facing special competitive or product obsolescence problems, or issuers that are involved in bankruptcy or reorganisation proceedings. Investments of this type involve substantial financial business risks that can result in substantial or total losses although they also may offer the potential for correspondingly high returns. Among the problems involved in investments in troubled issuers is the fact that information as to the conditions of such issuers may be limited, thereby reducing the Management Company's ability to monitor the performance and to evaluate the advisability of continued investments in specific situations. The market prices of such securities are also subject to abrupt and erratic market movements and above-average price volatility, and the spread between the bid and ask prices of such securities may be greater than normally expected. It may take a number of years for the market price of such securities to reflect their intrinsic value.

#### **4.18 Convertible securities**

4.18.1 Convertible securities are bonds, debentures, notes, preferred stocks or other securities that may be converted into or exchanged for a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula.

4.18.2 Convertible securities combine investment characteristics and risks of equities and bonds. Depending on the value of the underlying stock, the convertible security will behave more like a stock or like a bond.

4.18.3 When the price of the underlying stock exceeds the conversion price, the convertible security generally behaves more like a stock and will be more sensitive to changes in equity securities. When the price of the underlying stock is lower than the conversion price, the convertible security generally behaves more like a bond and will be more sensitive to changes in interest rates and in credit spreads.

4.18.4 Given the benefit provided by the potential conversion, convertible securities generally offer lower yields than non-convertible securities of similar quality.

4.18.5 They also can be of lower credit quality and tend to be less liquid than traditional non-convertible securities. Lower credit quality debt securities are generally

subject to greater market, credit and default risk compared to more highly rated securities.

#### 4.19 **Unrated bonds**

4.19.1 Certain Sub-Funds may invest in debt securities which do not have a rating issued by an independent rating agency. In such instances, the credit worthiness of such securities will be determined by the Management Company as at the time of investment.

4.19.2 Investment in an unrated debt security will be subject to those risks of a rated debt security of comparable quality. For example, an unrated debt security of comparable quality to a debt security rated below investment grade will be subject to the same risks as a below investment grade rated security.

#### 4.20 **Warrants**

4.20.1 When a Sub-Fund invests in warrants, the price, performance and liquidity of such warrants are typically linked to the underlying stock. However, the price, performance and liquidity of such warrants will generally fluctuate more than the underlying securities because of the greater volatility of the warrants market. In addition to the market risk related to the volatility of warrants, a Sub-Fund investing in synthetic warrants, where the issuer of the synthetic warrant is different to that of the underlying stock, is subject to the risk that the issuer of the synthetic warrant will not perform its obligations under the transactions which may result in the Sub-Fund, and ultimately its Shareholders, suffering a loss.

## 5. **SHARES**

---

### 5.1 **Form of Shares**

5.1.1 All Shares are issued in registered form. A contract note will be sent to investors within one Business Day of the relevant Valuation Day on which the subscription has been effected. The Company treats the registered owner of a Share as the absolute and ultimate beneficial owner thereof.

5.1.2 Currently, the Shares are not listed on any stock exchange.

5.1.3 The Shares of the Sub-Funds may be divided into various classes of Shares ("**Classe(s) of Shares**"). For further information about the rights attached to the

various Classes of Shares, please refer to the section "Sub-Funds and Classes of Shares".

- 5.1.4 Shares are freely transferable (with the exception that Shares may not be transferred to a Prohibited Person or a US Person, as defined in section 2) and may be converted at any time into Shares of another Sub-Fund. Upon issue, Shares are entitled to participate equally in the profits and dividends of the Sub-Fund, as well as in the liquidation proceeds of such Sub-Fund.
- 5.1.5 Shares do not carry any preferential or pre-emptive rights and each Share, irrespective of its Net Asset Value is entitled to one vote at all general meetings of Shareholders. Fractions of Shares are not entitled to a vote, but are entitled to participate in the liquidation proceeds. Shares are issued without par value and must be fully paid for on subscription.
- 5.1.6 Upon the death of a Shareholder, the Directors reserve the right to require the provision of appropriate legal documentation in order to verify the rights of all and any successors in title to Shares.

## 5.2 Issue of Shares

- 5.2.1 Shares will be issued at the Net Asset Value per Share. Fractions of Shares to three (3) decimal places will be issued, the Company being entitled to receive the adjustment.
- 5.2.2 IT SHOULD BE REMEMBERED THAT THE NET ASSET VALUE PER SHARE CAN GO DOWN AS WELL AS UP. AN INVESTOR MAY NOT GET BACK THE ENTIRE AMOUNT HE HAS INVESTED, PARTICULARLY IF SHARES ARE REDEEMED SOON AFTER THEY ARE ISSUED AND THE SHARES HAVE BEEN SUBJECT TO CHARGES. CHANGES IN EXCHANGE RATES MAY ALSO CAUSE THE NET ASSET VALUE PER SHARE IN THE INVESTOR'S BASE CURRENCY TO GO UP OR DOWN. NO GUARANTEE AS TO FUTURE PERFORMANCE OF, OR FUTURE RETURN FROM, THE COMPANY CAN BE GIVEN BY THE COMPANY, ANY DIRECTOR, THE MANAGEMENT COMPANY OR ANY ADVISOR THERETO.
- 5.2.3 No Shares will be issued by the Company during any period in which the determination of the Net Asset Value of the Shares of that Sub-Fund is suspended by the Company, as noted under "Temporary Suspension of Determination of Net Asset Value" in Appendix C.

## 5.3 Sub-Funds and Classes of Shares

- 5.3.1 The Company offers investors an umbrella structure with a range of different Sub-Funds, which invest in accordance with their respective investment policy as described in Appendix D. The Company shall be considered as a single legal entity; however, the rights of investors and creditors regarding a Sub-Fund or

raised by the constitution, operation or liquidation of a Sub-Fund are limited to the assets of this Sub-Fund. The assets of a Sub-Fund will be answerable exclusively for the rights of the investors relating to this Sub-Fund and for those of the creditors whose claim arose in relation to the constitution, operation or liquidation of this Sub-Fund. In their relations between the Shareholders themselves, each Sub-Fund shall be treated as a separate entity. In each Sub-Fund, different Classes of Shares may be issued.

- 5.3.2 The Directors may decide to create further Classes of Shares and/or Sub-Funds with different characteristics, and in such cases, this Prospectus will be updated accordingly.
- 5.3.3 The Reference Currency of each Sub-Fund, in which the Net Asset Value of a given Sub-Fund is calculated, and, as the case being, the denomination currency (the "**Denomination Currency**") of each Class of Shares, in which the Net Asset Value of a given Class of Shares of a given Sub-Fund may be expressed, are set out in Appendix D.

Classes of Shares denominated in a currency which is not the Reference Currency of the relevant Sub-Fund will only be currency hedged if this is specified in Appendix D. For Classes of Shares which are specified as being currency hedged and in order to protect Shareholders of Classes of Shares not denominated in the Reference Currency from the impact of currency movements, the relevant Denomination Currency may be fully or partly hedged back to the Reference Currency. The costs and effects of this hedging will be reflected in the Net Asset Value and in the performance of these Classes of Shares.

The currency hedging transactions will involve the use of financial derivative instruments, primarily being currency forward contracts, and will be periodically rebalanced to reflect the changing value of the assets attributable to the relevant Class of Shares, as well as subscriptions and redemptions. The profit or loss on these trades would be solely for the relevant Class of Shares and therefore performance of each Class of Shares will differ according to the net result of movements of the Reference Currency of the relevant Class of Shares and proceeds from the currency hedging transactions.

## **6. SUBSCRIPTION FOR SHARES**

---

### **6.1 Initial subscription**

- 6.1.1 The initial subscription day ("**Initial Subscription Day**") or the initial offering period ("**Initial Offering Period**") for each newly created or activated Sub-Fund and/or Class and the initial price (the "**Initial Price**") of Shares in such Sub-Fund and/or Class will be determined by the Board of Directors and disclosed in Appendix D or the KIID(s) of such Sub-Fund and/or Class.



## 6.2 Subscription after the Initial Subscription Day or Initial Offering Period

- 6.2.1 After the Initial Subscription Day or after the Initial Offering Period for a Sub-Fund has closed, the subscription price (the "**Subscription Price**") of each Class of Shares of each Sub-Fund will be equal to the Net Asset Value per Share of the relevant Class (as described under section headed "*Subscription Procedure*"). See Appendix D as further described in Section 6.12.
- 6.2.2 Any taxes, commissions and other fees incurred in the respective countries in which Company shares are sold or offered to the public will also be charged.

## 6.3 Subscription Procedure

- 6.3.1 An investor's first subscription for Shares must be made in writing or by fax to the Administrative Agent in Luxembourg using a form acceptable to the Company (the "**Subscription Form**"). Subsequent subscriptions for Shares may be made in writing or by fax. The Company reserves the right to reject, in whole or in part, any subscription without giving any reason therefore.
- 6.3.2 Joint subscribers must both sign the Subscription Form unless a power of attorney is provided which is acceptable to the Company.
- 6.3.3 The minimum initial investment and the minimum subsequent holding for each Class of Shares of each Sub-Fund, if any, are as set out in Appendix D. The Board of Directors may, at its discretion, waive or modify such minimum limits.
- 6.3.4 Subscriptions for Shares in any Sub-Fund received by the Administrative Agent on any Valuation Day (as defined in Appendix C) before the relevant Sub-Fund's cut-off time, as defined in Appendix D (the "**Cut-Off Time**"), will be processed on that Valuation Day using the Net Asset Value per Share determined on such Valuation Day as described in Appendix C.
- 6.3.5 Unless a shorter subscription settlement deadline ("**Subscription Settlement Deadline**") is provided in Appendix D, payment for all subscriptions of Shares, must be received by the Administrative Agent in the Reference Currency of the relevant Sub-Fund (subject to the payment procedure as detailed under section headed "*Subscription for Shares*") no later than two (2) Business Days following the applicable Valuation Day.
- 6.3.6 Any subscriptions received by the Administrative Agent after the Sub-Fund Cut-Off Time on any Valuation Day, or on any day that is not a Valuation Day, will be processed on the next Valuation Day on the basis of the Net Asset Value per Share of the relevant Class determined on such Valuation Day.
- 6.3.7 The Company may restrict or prevent the ownership of Shares in the Company by any person, firm, partnership or corporate body, if in the sole opinion of the Company such holding may be detrimental to the interests of the existing



Shareholders or of the Company, if it may result in a breach of any law or regulation, whether in Luxembourg or otherwise, or if as a result thereof the Company may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred. Such persons, firms, partnerships or corporate bodies shall be determined by the Board of Directors ("**Prohibited Persons**").

- 6.3.8 As the Company is not registered under the United States Securities Act of 1933, as amended, nor has the Company been registered under the United States Investment Company Act of 1940, as amended, its Shares may not be offered or sold, directly or indirectly, in the United States of America or its territories or possessions or areas subject to its jurisdiction, or to US Persons. Accordingly, the Company may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not he is, or will be, a Prohibited Person, a US Person or an Institutional Investor.

The Management Company reserves the right in its absolute discretion to reject or scale down any application for Shares. Moreover, Shareholders are required to notify the Administrative Agent immediately in the event that they become US Persons whereupon they may at the Company's discretion be required, and the Company shall be entitled, to redeem their shares at the date and applicable NAV indicated in the notice then served to these Shareholders. The Management Company reserves the right to redeem, at the Shareholder's cost and subject to the requirements of the Articles, any shares which are or become owned, directly or indirectly, by or for the benefit of a US Person or if the holding of shares by any person is unlawful or is likely to result in any tax, fiscal, regulatory or pecuniary disadvantage to the Company or to any Shareholders in the Company.

- 6.3.9 The Company retains the right to offer only one Class of Shares for subscription in any particular jurisdiction in order to conform itself to local laws, customs, business practice or the Company's commercial objectives.

## 6.4 **Payment Procedure**

- 6.4.1 The normal currency of payment for Shares of each Class will be the Reference Currency of the relevant Sub-Fund. A subscriber may, however with the agreement of the Management Company and of the Administrative Agent, effect payment in any other freely convertible currency. Subscriptions are to be paid by electronic bank transfer to the relevant account details as described in the Subscription Form. The Administrative Agent will arrange for any necessary currency transaction to convert the subscription monies from the currency of subscription (the "**Subscription Currency**") into the Reference Currency of the relevant Sub-Fund. Any such currency transaction will be effected with the Depositary Bank at the subscriber's cost and risk. Currency exchange transactions may delay any issue of Shares since the Administrative Agent may

choose at its option to delay executing any foreign exchange transaction until cleared funds have been received.

6.4.2 If timely payment for Shares (as detailed under section headed "*Subscription Procedure*") is not made (or a completed Subscription Form is not received for an initial subscription), the relevant issue of Shares may be cancelled, and a subscriber may be required to compensate the Company for any loss incurred in relation to such cancellation.

6.4.3 The Company may, at its complete discretion, decide to accept payment for Shares in whole or in part by an *in kind* subscription of suitable investments provided that these comply with the investment policy and restrictions of the relevant Sub-Fund. The investments forming the in kind subscription will be valued and a valuation report obtained from the Company's auditors. The value so determined, together with the Net Asset Value calculated for the Class of Shares concerned in the relevant Sub-Fund, will determine the number of Shares to be issued to the incoming Shareholder. The transaction costs incurred in connection with the acceptance by the Company of an in kind subscription will be borne directly by the concerned incoming Shareholder. Any applicable charges or commissions will be deducted before investment commences.

## 6.5 Notification of Transaction

6.5.1 A confirmation statement will be sent to the subscriber (or his nominated agent if so requested by the subscriber) by ordinary post, fax or electronic means agreed as soon as reasonably practicable after the relevant Valuation Day, providing full details of the transaction. Subscribers should always check this statement to ensure that the transaction has been accurately recorded.

## 6.6 Rejection of Subscriptions

6.6.1 The Company may reject any subscription in whole or in part, and the Board of Directors may, at any time and from time to time and in its absolute discretion without liability and without notice, discontinue the issue and sale of Shares of any Class in any one or more Sub-Funds.

6.6.2 If any subscription is not accepted in whole or in part, the subscription monies or the balance outstanding will be returned without delay to the subscriber by post or bank transfer at the subscriber's risk without any interest.

## 6.7 Suspension of Net Asset Valuation

6.7.1 No Shares will be issued by the Company during any period in which the determination of the Net Asset Value of the relevant Sub-Fund is suspended by the Company pursuant to the powers contained in its Articles of Incorporation and as described under "Temporary Suspension of Determination of Net Asset Value" in Appendix C.

6.7.2 Notice of suspension will be given to subscribers, and subscriptions made or pending during a suspension period may be withdrawn by notice in writing received by the Company prior to the end of the suspension period. Subscriptions not withdrawn will be processed on the first Valuation Day following the end of the suspension period, on the basis of the Net Asset Value per Share determined on such Valuation Day.

## 6.8 Late Trading

6.8.1 "*Late trading*" is to be understood as the acceptance of a subscription, switch or redemption order after the cut-off time on the relevant Valuation Day and the execution of such an order at a price based on the Net Asset Value (as described in Appendix C) applicable to orders received prior to the cut-off time.

6.8.2 The Company determines the price of its Shares on a forward basis. This means that it is not possible to know in advance the Net Asset Value per Share at which Shares will be bought or sold. Subscription applications have to be received and will be accepted only in accordance with the provisions of the Prospectus.

## 6.9 Market Timing

6.9.1 "*Market Timing*" is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts Shares within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the net asset values of the Sub-Funds.

6.9.2 The Sub-Funds are not designed for investors with very short-term investment horizons. Activities which may adversely affect the interests of the Company's Shareholders (for example which disrupt investment strategies or impact expenses) such as market timing or the use of the Company as an excessive or short term trading vehicle are not permitted.

6.9.3 Whilst recognising that Shareholders may have legitimate needs to adjust their investments from time to time, the Directors may, in accordance with, and subject to the equal treatment of the Shareholders of the relevant Sub-Fund, take appropriate action to deter such activities that could adversely affect the interests of the Company's Shareholders.

6.9.4 Accordingly if the Directors determines or suspects that a Shareholder has engaged in such activities, they may suspend, cancel, reject or otherwise deal with that Shareholder's subscription or conversion applications and take any action or measures as appropriate or necessary to protect the Company and its Shareholders.

## 6.10 Money Laundering Prevention

- 6.10.1 In accordance with international rules and Luxembourg laws and regulations (comprising but not limited to the amended Law of 12 November 2004 on the fight against money laundering and financing of terrorism), the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circular and 15/609 concerning the fight against money laundering and terrorist financing, and any respective amendments or replacements, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes. As a result of such provisions, the registrar and transfer agent of a Luxembourg undertaking for collective investment must ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations. The Administrative Agent may require applicants to provide any document it deems necessary to effect such identification. In addition, the Administrative Agent, as delegate of the Company, may require any other information enabling the Company to comply with its legal and regulatory obligations, including, but not limited to, the above mentioned laws and regulations, the CRS Law (as defined in section 9.3.2) and the FATCA Law (as defined in section 9.3.3).
- 6.10.2 Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorised persons. Shareholders acknowledge that this information may be disclosed to Luxembourg public authorities in accordance with applicable laws and regulations.
- 6.10.3 In case of delay or failure by an applicant to provide the required documentation, the application for subscription may not be accepted and in case of redemption request, the payment of the redemption proceeds and/or dividends may not be processed. Neither the Company nor the Administrative Agent shall be held responsible for said delay or failure to process deals resulting from (i) the failure of the applicant to provide documentation or (ii) the provision of incomplete documentation by the applicant.
- 6.10.4 From time to time, Shareholders may be asked to supply additional or updated documents in accordance with ongoing due diligence obligations according to the relevant laws and regulations.
- 6.11 Data protection
- 6.11.1 In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as may be amended from time to time (the "**Data Protection Regulation**"), the Company, acting as data controller (the "**Controller**"), collects, stores and processes, by electronic or other means, the data supplied by the investors or other sources (including intermediaries as well as public sources) at the time of

the subscription for the purpose of fulfilling the services required by the investor and for complying with applicable legal obligations. The data processed may include the name, contact details (including postal and/or e-mail address and/or telephone number), ID card number (and any photos that may be contained therein), tax identification numbers, banking details and invested amounts ("**Personal Data**") of the investor and other related natural persons (or, when the investor is a legal entity, of its contact person(s), other natural persons related to the investor and/or beneficial owner(s)) ("**Data Subjects**").

6.11.2 The Data Subjects may, at their discretion, refuse to communicate the Personal Data to the Company. However, in this event, the relevant investor's subscription in the Company may fail to be processed and, if such refusal is made once the investor has already become a Shareholder, may result in the blocking of his/her/its account and, if not remedied, may result in the compulsory redemption of his/her/its Shares.

6.11.3 Personal Data supplied by the Data Subjects is for the legitimate interests of the Company to carry out its functions and to comply with the legal obligations imposed on the Management Company and the Company, particularly by the Law of 2010, the applicable laws and regulations on the fight against money laundering and counter-terrorist financing and applicable FATCA (Foreign Account Tax Compliance Act) and CRS (common reporting standard) laws and regulations.

In particular, the Personal Data supplied by the Data Subjects is processed for the purposes of :

- (i) subscribing in the Company,
- (ii) maintaining the register of Shareholders;
- (iii) processing subscriptions, redemptions and conversions of Shares;
- (iv) account administration (including providing information to investors); and
- (v) allowing the Controllers and Processors (as defined below) to perform their services for the Company and enabling them to comply with applicable anti-money laundering and terrorism financing rules and other legal obligations, such as applying due diligence measures and, if applicable, reporting in respect of CRS/FATCA obligations.

6.11.4 The Personal Data may also be processed by service providers acting on behalf of the Controller (the "**Processors**") which, in the context of the above mentioned purposes, refer to:

- (i) the Depositary Bank and Paying Agent;

- (ii) the Registrar and Transfer Agent;
- (iii) the Management Company;
- (iv) any Distributor(s);
- (v) the Auditor; and
- (vi) any legal, financial or tax advisor(s) of the Company.

6.11.5 In certain circumstances, the Processors may also process Personal Data of data Subjects as controllers, in particular for compliance with their legal obligations in accordance with laws and regulations applicable to them (such as anti-money laundering identification) and/or order of any competent jurisdiction, court, governmental, supervisory or regulatory bodies, including tax authorities.

6.11.6 The Personal Data may also be transferred to third-parties such as governmental or regulatory agencies, including tax authorities, in accordance with applicable laws and regulations. In particular, Personal Data may be disclosed to the Luxembourg tax authorities, which in turn may, acting as data controller, disclose the same to foreign tax authorities.

In the event that Personal Data is not provided by the Data Subjects themselves, the Shareholders represent that they have authority to provide such Personal Data of other Data Subjects. If the Shareholders are not natural persons, they undertake and warrant to (i) adequately inform any such other Data Subject about the processing of their Personal Data and their related rights as described above and in the subscription form and (ii) where necessary and appropriate, obtain in advance any consent that may be required for the processing of the Personal Data.

6.11.7 The Personal Data may be transferred outside of the European Economic Area, including to countries whose legislation does not ensure an adequate level of protection as regards the processing of Personal Data.

6.11.8 In accordance with the conditions set forth by the Data Protection Regulation, each Data Subject acknowledges his/her/its right to:

- access his/her/its Personal Data;
- correct his/her/its Personal Data where it is inaccurate or incomplete;
- object to or restrict the processing of his/her/its Personal Data;
- request for erasure of his/her/its Personal Data;
- request for Personal Data portability;
- withdraw any consent after it was given.

6.11.9 Each Data Subject also acknowledges the existence of his/her/its right to lodge a complaint with the Luxembourg National Commission for Data Protection ("CNPD").

6.11.10 The Data Subjects may exercise the above rights by writing to the Management Company at 16, avenue Marie Thérèse, L-2132 Luxembourg, Grand Duchy of Luxembourg.

6.11.11 Detailed information regarding the processing of Personal Data is contained in the application form communicated to investors at the time of purchase of their Shares. This document can be accessed or obtained at [contact@dynasty-am.lu](mailto:contact@dynasty-am.lu). All investors acknowledge that they have obtained and/or have been provided access to this document.

6.11.12 Personal Data shall not be retained for longer than necessary, subject to the applicable legal minimum retention period. The processing will continue until the later of:

- the full redemption of the Shares by the Shareholder; and
- the end of the retention period of the Personal Data imposed by applicable legal or regulatory requirements.

## 6.12 Distribution Charges

6.12.1 The Subscription Price of each Share of each Sub-Fund during the Initial Offering Period will be equal to the Initial Price (as set out in Appendix D) which may include a Distribution Charge in favour of any distributor depending on Class of Shares. The level of the applicable Distribution Charge (if any) is described for each Sub-Fund in Appendix D.

6.12.2 Thereafter, the Subscription Price of each Share of each Sub-Fund will be equal to the Net Asset Value per Share (as described in Appendix C), including a Distribution Charge (if any), as set out hereinafter, in favour of any distributor.

6.12.3 Any taxes, commissions and other fees incurred in the respective countries in which Shares are sold will also be charged.

## 7. REDEMPTION AND CONVERSION OF SHARES

---

### 7.1 Redemptions of Shares

7.1.1 Holdings of Shares may be redeemed in whole or in part on any Valuation Day at the redemption price (the "**Redemption Price**") on the basis of the Net Asset Value per Share determined on such Valuation Day.

7.1.2 Upon payment of the Redemption Price, the corresponding Shares will be cancelled immediately in the Company's Shareholders register. Any taxes, commissions and other fees incurred in the respective jurisdictions in which the Shares are sold will be charged. Each Sub-Fund shall at all times maintain sufficient liquidity to enable satisfaction of any requests for redemption of Shares.

#### 7.1.2.1 Redemption Charges



7.1.2.1.1 The level of the applicable redemption charges (if any) with regards to requests for redemption of Shares is described for each Sub-Fund in Appendix D.

#### 7.1.2.2 Procedure for Redemption

7.1.2.2.1. Shareholders wishing to have all or some of their Shares redeemed by the Company may apply to do so in writing or by fax to the Administrative Agent or to a distributor.

(a) The application for redemption of any Shares must include either (i) the monetary amount the Shareholder wishes to redeem; or (ii) the number of Shares the Shareholder wishes to redeem, and

(b) the Sub-Funds from which such Shares are to be redeemed.

7.1.2.2.2. In addition, the application for redemption must include the Shareholder's personal details together with his account number. Failure to provide any of the aforementioned information may result in delaying such application for redemption whilst verification is being sought from the Shareholder.

7.1.2.2.3. Subject to the provisions explained in section 7.1.2.4.1., applications for redemption will be considered as binding and irrevocable by the Company and must be duly signed by all registered Shareholders, save in the case of joint registered Shareholders where an acceptable power of attorney has been provided to the Company.

7.1.2.2.4. Applications for redemption from any Sub-Fund received by the Administrative Agent prior to the relevant Sub-Fund Cut-off Time, will be processed on that Valuation Day using the Net Asset Value per Share determined on such Valuation Day based on the latest available prices in Luxembourg (as described in Appendix C).

7.1.2.2.5. Shareholders should note that they might be unable to redeem Shares through a distributor on days on which such distributor is not open for business.

7.1.2.2.6. Any applications for redemption received by the Administrative Agent after the Cut-off Time, will be processed on the second following Valuation Day on the basis of the Net Asset Value per Share determined on such Valuation Day.



- 7.1.2.2.7. A confirmation statement will be sent by ordinary post, fax or electronic means agreed to the Shareholder detailing the redemption proceeds due as soon as reasonably practicable after determination of the Redemption Price of the Shares being redeemed. Shareholders should check this statement to ensure that the transaction has been accurately recorded. In calculating the redemption proceeds, the Company will round down to three (3) decimal places, the Company being entitled to receive the adjustment.
- 7.1.2.2.8. The Redemption Price of Shares in any Sub-Fund may be higher or lower than the Subscription Price paid by the Shareholder depending on the Net Asset Value per Share of the Sub-Fund at the time of redemption.
- 7.1.2.2.9. Payment for Shares redeemed will be effected no later than five (5) Business Days after the relevant Valuation Day for all Sub-Funds, unless legal constraints, such as foreign exchange controls or restrictions on capital movements, or other circumstances beyond the control of the Depositary Bank, make it impossible or impracticable to transfer the redemption amount to the country in which the application for redemption was submitted.
- 7.1.2.2.10. In the event of applications for redemption representing more than 10% of the net assets of the Sub-Fund, the Company may decide to delay execution of such applications until the corresponding assets of the Company have been sold without unnecessary delay.

### 7.1.2.3 Limits on Redemption

- 7.1.2.3.1. Applications for redemption on any one Valuation Day, which either singly or when aggregated with other such applications so received, represent more than ten percent (10%) of the net assets of any one Sub-Fund, may be subject to additional procedures set forth in section 7.3.

### 7.1.2.4 Temporary Suspension of Redemption

- 7.1.2.4.1. The right of any Shareholder to require the redemption of its Shares will be suspended during any period in which the determination of the Net Asset Value per Share is suspended by the Company pursuant to the powers described under "Temporary Suspension of Determination of Net Asset Value" in Appendix C. Notice of the suspension period will be given to any Shareholder

tendering Shares for redemption. Withdrawal of an application for redemption will only be effective if written notification is received by the Administrative Agent before termination of the period of suspension, failing which the Shares in question will be redeemed on the first Valuation Day following the end of the suspension period on the basis of the Net Asset Value per Share determined on such Valuation Day.

#### 7.1.2.5 Compulsory Redemption

- 7.1.2.5.1. If the Company discovers at any time that Shares are owned by a Prohibited Person, either alone or in conjunction with any other person, whether directly or indirectly, the Directors may at their discretion and without liability, compulsorily redeem the Shares at the Redemption Price as described above. Upon redemption, the Prohibited Person will cease to be the owner of those Shares. The Company may require any Shareholder to provide it with any information that it may consider necessary for the purpose of determining whether or not such owner of Shares is or will be a Prohibited Person.

## 7.2 Conversion of Shares into Shares of a different Sub-Fund

- 7.2.1 Shareholders may convert all or part of their Shares of one Sub-Fund into Shares of one or more Sub-Funds without incurring any conversion charge (except as described below) by application in writing or by fax to the Administrative Agent or to a distributor, stating which Shares are to be converted into which Sub-Funds.
- 7.2.2 The application for conversion must include either the monetary amount the Shareholder wishes to convert or the number of Shares the Shareholder wishes to convert. In addition, the application for conversion must include the Shareholder's personal details together with his Account Number.
- 7.2.3 The application for conversion must be duly signed by the registered Shareholder save in the case of joint registered Shareholders where an acceptable power of attorney has been provided to the Company.
- 7.2.4 Failure to provide any of this information may result in delay of the application for conversion.
- 7.2.5 Conversion from a given Sub-Fund (the "**Original Sub-Fund**") to another Sub-Fund (the "**New Sub-Fund**") may attract a charge (the "**Conversion Charge**") as described in Appendix D. This Conversion Charge, if any, will be deducted from the amount to be invested in the New Sub-Fund in favour of any distributor.

- 7.2.6 Applications for conversion between any Sub-Funds received by the Administrative Agent on any Business Day preceding the Valuation Day before the relevant Sub-Fund Cut-off Time, will be processed on that Valuation Day using the Net Asset Value per Share determined on such Valuation Day based on the latest available prices in Luxembourg (as described in Appendix C).
- 7.2.7 Shareholders should note that they might be unable to convert Shares through a distributor on days that such distributor is not open for business.
- 7.2.8 Any applications for conversion received by the Administrative Agent after the Sub-Fund Cut-off Time will be processed on the second following Valuation Day on the basis of the Net Asset Value per Share determined on such Valuation Day.
- 7.2.9 Applications for conversion on any one Valuation Day, which either singly or when aggregated with other such applications so received, represent more than ten percent (10%) of the net assets of any one Sub-Fund, may be subject to additional procedures set forth in section 7.3.
- 7.2.10 The rate at which all or part of the Shares in an Original Sub-Fund are converted into Shares in a New Sub-Fund is determined in accordance with the following formula:

$$A = \frac{(B \times C \times D) \times (1 - E)}{F}$$

where:

- A is the number of Shares to be allocated in the New Sub-Fund;
- B is the number of Shares of the Original Sub-Fund to be converted;
- C is the Net Asset Value per Share of the Original Sub-Fund determined on the relevant Valuation Day;
- D is the actual rate of foreign exchange on the day concerned in respect of the Reference Currency of the Original Sub-Fund and the Reference Currency of the New Sub-Fund, and is equal to 1 in relation to conversions between Sub-Funds denominated in the same Reference Currency;
- E is the Conversion Charge percentage (if any) payable per Share; and
- F is the Net Asset Value per Share of the New Sub-Fund determined on the relevant Valuation Day, plus any taxes, commissions or other fees.

7.2.11 Following such conversion of Shares, the Company will inform the Shareholder in question of the number of Shares of the New Sub-Fund obtained by conversion and the price thereof. Fractions of Shares in the New Sub-Fund to three (3) decimal places will be issued, the Company being entitled to receive the adjustment.

### **7.3 Procedures for Redemptions and Conversions representing ten percent (10%) or more of any Sub-Fund**

7.3.1 If any application for redemption or conversion is received in respect of any Valuation Day, which either singly or when aggregated with other such applications so received, represents more than ten percent (10%) of the net assets of any one Sub-Fund, the Company reserves the right, in its sole and absolute discretion and without liability (and in the reasonable opinion of the Directors that to do so is in the best interests of the remaining Shareholders), to scale down pro rata each application with respect to such Valuation Day so that not more than ten percent (10%) of the net assets of the relevant Sub-Fund be redeemed or converted on such Valuation Day.

7.3.2 To the extent that any application for redemption or conversion is not given full effect on such Valuation Day by virtue of the exercise by the Company of its power to pro-rate applications, such application shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the Shareholder in question in respect of the next Valuation Day and, if necessary, subsequent Valuation Days, until such application shall have been satisfied in full.

7.3.3 With respect to any application received in respect of such Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to such first Valuation Day, but subject thereto shall be dealt with as set out above.

## **8. CHARGES AND EXPENSES**

---

### **8.1 Domiciliation fee**

8.1.1 As remuneration for its services of domiciliation, the Administration Agent acting in its capacity of domiciliary of the Company will receive from the Company an annual fee of five thousand Euros (EUR 5,000), excluding any applicable VAT.

### **8.2 Management Company Fee**

8.2.1 The Management Company is entitled to receive a Management Fee of a maximum 2% p.a. of assets on the total net assets of the Company.

8.2.2 The Management Company is entitled to receive a Performance Fee, out of the net assets of the Company, as further specified, if applicable, in the relevant Appendix D.

8.2.3 These fees will be charged to the Sub-Funds in proportion to their net assets.

8.2.4 The Management Company is also entitled to charge a transaction fee of up to 0.10% per transaction entered into in respect of any Sub-Fund and related to non-rated securities or High Yield. This transaction fee covers the costs and specific work the Management Company has to undertake for the preliminary research, data collection and analysis required when investing in risky securities as well as for the verifications prior to trading.

8.2.5 For details of the management, service and custodian fees, please refer to Appendix D.

### 8.3 Company Charges

8.3.1 The Sub-Funds will bear all expenses incurred in the operation of the Company which include, without limitation, all expenses for service providers such as but not limited to the Depositary Bank, Administrative Agent (including domiciliary, corporate and paying agent functions) and in its capacity as registrar and transfer agent of the Company, taxes, expenses for legal and auditing services, cost of any proposed listings, maintaining such listings, Shareholders' reports, Prospectus, KIID(s), reasonable marketing and advertising expenses, costs of preparing, translating and printing in different languages, all reasonable out-of-pocket expenses of the Directors, registration fees and other expenses payable to supervisory authorities in any relevant jurisdictions, insurance costs, interest, brokerage costs and the costs of publication of the Net Asset Value per Share for each Sub-Fund, if applicable.

8.3.2 In payment for its services, the Depositary Bank will charge a fee for the deposit of assets and the safekeeping of securities on a decreasing scale which will vary depending on the total Net Asset Value of each Sub-Fund as follows:

- 4 basis points per annum of the total net assets of each Sub-Fund if these total net assets amount to up to EUR 50,000,000.00;
- 3.5 basis points per annum of the total net assets of each Sub-Fund if these total net assets range between EUR 50,000,001.00 and EUR 100,000,000;
- 3 basis points per annum of the total net assets of each Sub-Fund if these total net assets range between EUR 100,000,001.00 and EUR 200,000,000.00;
- 2.5 basis points per annum of the total net assets of each Sub-Fund if these total net assets range between EUR 200,000,001.00 and EUR 500,000,000.00; and

- 2 basis points per annum of the total net assets of each Sub-Fund if these total net assets exceed EUR 500,000,001.00.

This fee is subject to a minimum annual fee of EUR 15,000.00 per Sub-Fund (waived the first year of the Sub-Fund). This fee will be charged monthly based on the average net assets of the Company. Transaction fees will also be charged at rates fixed by common agreement.

8.3.3 The Administrative Agent fee will be calculated on the basis of the Net Asset Value during the month and will be paid in arrears to the Administrative Agent by the Company. This fee will be charged on a decreasing scale which will vary depending on the total Net Asset Value of each Sub-Fund as follows:

- 4.5 basis points per annum of the total net assets of each Sub-Fund if these total net assets amount to up to EUR 50,000,000.00;
- 3.5 basis points per annum of the total net assets of each Sub-Fund if these total net assets range between EUR 50,000,001.00 and EUR 100,000,000;
- 2.5 basis points per annum of the total net assets of each Sub-Fund if these total net assets range between EUR 100,000,001.00 and EUR 200,000,000.00; and
- 2. basis points per annum of the total net assets of each Sub-Fund if these total net assets exceed EUR 200,000,000.00.

This fee is subject to a minimum annual fee of EUR 60,000.00 at the level of the Company and payable by the Company.

8.3.4 The Administrative Agent, the Management Company and the Depositary Bank are also entitled to receive reimbursement for any reasonable out-of-pocket expenses incurred in connection with the Company, and chargeable to the Company, as well as fees for other services as agreed from time to time.

8.3.5 The allocation of costs and expenses to be borne by the Company between the various Sub-Funds will be made in accordance with the Articles of Incorporation.

8.3.6 The initial formation expenses will be paid by the Company and will be amortised over a five-year period in equal instalments. The formation expenses incurred by the Company are estimated at a maximum of EUR 45,000.00.

## **9. TAXATION**

---

9.1 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 other taxing jurisdiction other than Luxembourg.

9.2 PROSPECTIVE INVESTORS ARE ADVISED TO CONSULT THEIR OWN PROFESSIONAL TAX ADVISERS IN RESPECT OF THEIR INVESTMENT IN THE COMPANY.

9.3 *EU Tax Considerations for individuals resident in the EU or in certain third countries or dependent or associated territories.*

9.3.1 *Automatic Exchange of Information*

The OECD has developed 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. Luxembourg financial institutions will then report financial account information of the asset holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

Accordingly, the Company 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 and report information regarding a Shareholder and his/her/its account to the Luxembourg tax authorities (*Administration des Contributions Directes*), if such account is deemed a CRS reportable account under the CRS Law. The Company shall communicate any information to the investor according to which (i) the Company is responsible for the treatment of the personal data provided for in the CRS Law; (ii) the personal data will only be used for the purposes of the CRS Law; (iii) the personal data may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*); (iv) responding to CRS-related questions is mandatory and accordingly the potential consequences in case of no response; and (v) the



investor has a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

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

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

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

*The following is a short summary of certain important Luxembourg taxation principles that may be or become relevant with respect to the Company.*

It does not purport to be a complete summary of tax law and practice currently applicable in Luxembourg and does not contain any statement with respect to the tax treatment of an investment in the Company, in any other jurisdiction.

The Company is not subject to taxation in Luxembourg on its income, profits or gains.

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

The Company is however subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.05% *per annum* based on its Net Asset Value at the end of the relevant quarter, calculated and paid quarterly. A reduced subscription tax rate of 0.01% *per annum* is applicable to (i) any Sub-Fund whose exclusive object is the collective investment in money market instruments, the placing of deposits with credit institutions, or both and to (ii) any Sub-Fund or Class of Shares, provided that their shares are reserved to one or more institutional investors.

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;
- Any Sub-Fund (i) whose securities are only held by institutional investor(s), and (ii) whose sole object is the collective investment in money market instruments and the placing of deposits with credit institutions, and (iii) whose weighted residual portfolio maturity does not exceed 90 days, and (iv) that have obtained the highest possible rating from a recognised rating agency. If several Classes of Shares are



in issue in the relevant Sub-Fund meeting (ii) to (iv) above, only those Classes of Shares meeting (i) above will benefit from this exemption;

- Any Sub-Fund, whose main objective is the investment in microfinance institutions; and
- Any Sub-Fund, (i) whose securities are listed or traded on a stock exchange and (ii) whose exclusive object is to replicate the performance of one or more indices. If several Classes of Shares are in issue in the relevant Sub-Fund meeting (ii) above, only those Classes of Shares meeting (i) above will benefit from this exemption.

To the extent that the Company would only be held by pension funds and assimilated vehicles, the Company as a whole would benefit from the subscription tax exemption.

### 9.3.2 *Withholding tax*

Interest and dividend income received by the Company may be subject to non-recoverable withholding tax in the source countries. The Company may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The Company 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 Company as well as liquidation proceeds and capital gains derived therefrom are not subject to withholding tax in Luxembourg.

The Company is not subject to net wealth tax in Luxembourg.

### 9.3.3 *FATCA*

The Foreign Account Tax Compliance Act ("**FATCA**"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the US ("**foreign financial institutions**" or "**FFIs**") to pass information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the US tax authorities, the Internal Revenue Service ("**IRS**") on an annual basis. A 30% withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement. On 28 March 2014, the Grand-Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("**IGA**") with the United States of America and a memorandum of understanding in respect thereof. The Company would hence have to comply with such Luxembourg IGA, as implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA (the "**FATCA Law**") in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. Under the FATCA Law and the Luxembourg IGA, the Company may be required to collect information aiming to identify its direct and indirect Shareholders that

are Specified US Persons for FATCA purposes ("**FATCA reportable accounts**"). Any such information on FATCA reportable accounts provided to the Company will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America pursuant to Article 28 of the convention between the Government of the United States of America and the Government of the Grand-Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996. The Company intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed US investments of the Company. The Company will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

To ensure the Company's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Company/the Management Company, in its capacity as the Company's Management Company, may:

- a. request information or documentation, including W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a Shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such Shareholder's FATCA status;
- b. report information concerning a Shareholder and his account holding in the Company to the Luxembourg tax authorities if such account is deemed a FATCA reportable account under the FATCA Law and the Luxembourg IGA;
- c. report information to the Luxembourg tax authorities (*Administration des Contributions Directes*) concerning payments to Shareholders with FATCA status of a non-participating foreign financial institution;
- d. deduct applicable US withholding taxes from certain payments made to a Shareholder by or on behalf of the Company in accordance with FATCA, the FATCA Law and the Luxembourg IGA; and
- e. divulge any such personal information to any immediate payor of certain US source income as may be required for withholding and reporting to occur with respect to the payment of such income.

The Company reserves the right to refuse any application for shares if the information provided by a potential investor does not satisfy the requirements under FATCA, the FATCA Law and the Luxembourg IGA.

**INVESTORS SHOULD CONSULT THEIR PROFESSIONAL ADVISERS ON THE POSSIBLE TAX OR OTHER CONSEQUENCES OF BUYING, HOLDING, TRANSFERRING, SWITCHING OR SELLING ANY OF THE COMPANY'S SHARES UNDER THE LAWS OF THEIR COUNTRIES OF CITIZENSHIP, RESIDENCE AND DOMICILE.**

## **10. GENERAL INFORMATION**

---

### **10.1 Company**

10.1.1 The Company has been incorporated under Luxembourg law as a *société d'investissement à capital variable* (SICAV). The capital of the Company at the time of incorporation was thirty-one thousand Euros (EUR 31,000.-) and has reached one million two hundred and fifty thousand Euros (EUR 1,250,000.-) within the first six (6) months following its authorisation.

10.1.2 The Articles of Incorporation have also been deposited with the Luxembourg commercial register and have been mentioned in the Mémorial. The Company has been registered with the Luxembourg commercial register.

10.1.3 The Articles of Incorporation were amended for the last time on 31 August 2015 and may be amended from time to time by a meeting of Shareholders, subject to the quorum and majority requirements provided for by Luxembourg law. Any amendment thereto shall be published in the RESA and, if necessary, in a Luxembourg daily newspaper and in the official publication media as specified for the respective countries in which the Shares of the Company are sold. Such amendments become legally binding on all Shareholders, following their approval by the general meeting of Shareholders.

10.1.4 The Company is a single legal entity. However, each Sub-Fund is regarded as being separate from the others and is liable for all of its own obligations, unless other terms have been specifically agreed with its creditors.

### **10.2 Management and Administration**

#### **10.2.1 Directors**

10.2.1.1. The Directors, whose names appear under section 1.2, are responsible for the information contained in this Prospectus. They have taken all reasonable care to ensure that at the date of this Prospectus the information contained herein is accurate and complete in all material respects. The Directors accept responsibility accordingly.

10.2.1.2. The Directors are responsible for the Company's management, control, administration and the determination of its overall investment objectives and policies.

10.2.1.3. There are no existing or proposed service contracts between any of the Directors and the Company, although the Directors are entitled to receive remuneration in accordance with usual market practice.

### 10.3 The Management Company

10.3.1 Dynasty AM S.A., a public limited liability company ("*société anonyme*" or "**S.A.**"), incorporated on 23 January 2014, governed by the laws of Luxembourg, Grand Duchy of Luxembourg, in particular the Luxembourg Law of 10 August 1915 on commercial companies, as amended (the "**Law of 1915**"), chapter 15 of the Law of 2010 and chapter 2 of the Law of 12 July 2013 on alternative investment fund managers, as amended with registered office at 16, avenue Marie-Thérèse, L-2132 Luxembourg, Grand Duchy of Luxembourg has been appointed as the Management Company of the Company in accordance with the provisions of the Law of 2010. The Management Company shall be responsible on a day-to-day basis, under supervision of the Directors, for providing investment management of the assets of the Company, administration of the Company and the implementation of the Company's distribution and marketing policy.

10.3.2 This appointment is made according to the terms of the contracts concluded for an indefinite period that may be cancelled by either party at any time with three (3) months' notice.

10.3.3 The duties of the Management Company shall cease, respectively, regarding the Company:

- (a) In the case of voluntary withdrawal of the Management Company or of its removal by the Company, provided that it is replaced by another management company authorised in accordance with Directive 2009/65/EC;
- (b) In the case of withdrawal of the Management Company by the Company, the Company having decided to adopt the status of a self-managed SICAV;
- (c) Where the Management Company has been declared bankrupt, has entered into an arrangement with creditors, has obtained a suspension of payment, has been put under court-controlled management or has been the subject of similar proceedings, or has been put into liquidation;
- (d) Where the authorisation of the Company or the designated management company has been withdrawn by the CSSF.

### 10.4 Depositary Bank and Paying Agent

10.4.1 Pursuant to a depositary bank and paying agent agreement dated 18 July 2016 (the "**Depositary Bank Agreement**"), UBS Europe SE, Luxembourg Branch,

has been appointed as depositary bank of the Company (the "**Depositary Bank**"). The Depositary Bank will also provide paying agent services to the Company.

- 10.4.2 The Depositary is a Luxembourg established branch of UBS Europe SE, a European Company (Societas Europaea), having its registered office in Frankfurt am Main, Germany, registered with the German Trade Register under number HRB 107046. UBS Europe SE, Luxembourg Branch has its registered office at 33A, avenue J. F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Trade and Company Register under number B 209.123.
- 10.4.3 In consideration of the services rendered, the Depositary Bank receives a fee as detailed in section 8 of this Prospectus.
- 10.4.4 Pursuant to the Depositary Bank Agreement, the Depositary Bank has been appointed for the safe-keeping of financial instruments that can be held in custody, for the record keeping and verification of ownership of other assets of the Company as well as to ensure for the effective and proper monitoring of the Company's cash flows in accordance with the provisions of the Law of 2010 and the Depositary Bank Agreement. Assets held in custody by the Depositary Bank shall not be reused by the Depositary Bank, or any third party to which the custody function has been delegated, for their own account, unless such reuse is expressly allowed by the Law of 2010.
- 10.4.5 In addition, the Depositary Bank shall also ensure that (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (ii) the value of the Shares is calculated in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (iii) the instructions of the Management Company or the Company are carried out, unless they conflict with applicable Luxembourg law, the Prospectus and/or the Articles of Incorporation, (iv) in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits, and (v) the Company's incomes are applied in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation.
- 10.4.6 In compliance with the provisions of the Depositary Bank Agreement and the Law of 2010, the Depositary Bank may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safe-keeping duties in relation to financial instruments that can be held in custody, duly entrusted to the Depositary Bank for custody purposes, and/or all or part of its duties regarding the record keeping and verification of ownership of other assets of the Company to one or more sub-custodian(s), as they are appointed by the Depositary Bank from time to time. The Depositary Bank does not allow its sub-custodians to make use of sub-delegates which have not been approved by the Depositary Bank in advance.

- 10.4.7 Prior to the appointment of any sub-custodian and sub-delegate and on an ongoing basis based on applicable laws and regulations as well as its conflict of interests policy the Depository Bank shall assess potential conflicts of interests that may arise from the delegation of its safekeeping functions. The Depository Bank is part of the UBS Group, a worldwide, full-service private banking, investment banking, asset management and financial services organization which is a major participant in the global financial markets. As such, potential conflicts of interest from the delegation of its safekeeping functions could arise as the Depository Bank and its affiliates are active in various business activities and may have differing direct or indirect interests. Investors may obtain additional information free of charge by addressing their request in writing to the Depository Bank.
- 10.4.8 The Board of Directors, the Management Company, the Depository Bank, the Administrative Agent and the other service providers of the Company, and/or their respective affiliates, members, employees or any person connected with them may be subject to various conflicts of interest in their relationships with the Company.
- 10.4.9 The Management Company, the Administrative Agent and the Depository have adopted and implemented a conflicts of interest policy and have made appropriate organisational and administrative arrangements to identify and manage conflicts of interest so as to minimise the risk of the Company's interests being prejudiced, and if they cannot be avoided, ensure that the Company's investors are treated fairly.
- 10.4.10 The Depository Bank is part of the UBS Group (the "**Affiliated Person**").
- 10.4.11 The Affiliated Person is a worldwide, full-service private banking, investment banking, asset management and financial services organization and a major participant in the global financial markets. As such, the Affiliated Person is active in various business activities and may have other direct or indirect interests in the financial markets in which the Company invests.
- 10.4.12 The Affiliated Person including its subsidiaries and branches may act as counterparty and in respect of financial derivative contracts entered into by the Company. A potential conflict may further arise as the Depository Bank is related to a legal entity of the Affiliated Person which provides other products or services to the Company.
- 10.4.13 In the conduct of its business, the Affiliated Person's policy is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interests of the Affiliated Persons' various business activities and the Company or its investors. The Affiliated Person strives to manage any conflicts in a manner consistent with the highest standards of integrity and fair dealing. For this purpose, the Affiliated Person has implemented procedures that shall ensure that any business activities involving a conflict which may harm the interests of the Company or its investors, are



carried out with an appropriate level of independence and that any conflicts are resolved fairly.

10.4.14 In order to avoid any potential conflicts of interest, the Depositary Bank does not appoint any sub-custodians and does not allow the appointment of any sub-delegate which is part of the UBS Group, unless such appointment is in the interest of the Shareholders and no conflict of interest has been identified at the time of the sub-custodian's or sub-delegate's appointment. Irrespective of whether a given sub-custodian or sub-delegate is part of the UBS Group or not, the Depositary Bank will exercise the same level of due skill, care and diligence both in relation to the selection and appointment as well as in the ongoing monitoring of the relevant sub-custodian or sub-delegate. Furthermore, the conditions of any appointment of a sub-custodian or sub-delegate that is member of the UBS Group will be negotiated at arm's length in order to ensure the interests of the Company and its Shareholders. Should a conflict of interest occur and in case such conflict of interest cannot be mitigated, such conflict of interest as well as the decisions taken will be disclosed to Shareholders. An up-to-date description of any safekeeping functions delegated by the Depositary Bank and an up-to-date list of these delegates and sub-delegate(s) can be found on the following webpage: <https://www.ubs.com/global/en/legalinfo2/luxembourg.html>.

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

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

10.4.17 In case of Loss of a Fund Custodial Asset, the Depositary Bank has to return a financial instrument of an identical type or the corresponding amount to the Company without undue delay. In accordance with the provisions of the Law of 2010, the Depositary Bank will not be liable for the Loss of a Fund Custodial Asset, if such Loss of a Fund Custodial Asset has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary Bank shall be liable to the Company and to the Shareholders for all other direct losses suffered by them as a result of the Depositary Bank's negligence or intentional failure to properly fulfil its duties in accordance with applicable law, in particular the Law of 2010 and the Depositary Bank Agreement.

10.4.18 The Company and the Depositary Bank may terminate the Depositary Bank Agreement at any time by giving three (3) months' notice by registered letter. In case of a voluntary withdrawal of the Depositary Bank or of its removal by the Company, the Depositary Bank must be replaced before maturity of such notice period by a successor depositary bank to whom the Company's assets are to be delivered and who will take over the functions and responsibilities of the Depositary Bank. If the Company does not name such successor depositary bank in time the Depositary Bank may notify the CSSF of the situation.

## 10.5 Administrative Agent

10.5.1 Northern Trust Global Services SE has been appointed as administrative agent, registrar and transfer agent and domiciliary of the Company pursuant to the central administration and domiciliation agreement (the "**Administration Agreement**"). Under the terms of the Administration Agreement, the Administrative Agent shall:

- (a) Keep the accounts of the Company and make its accounting records available to Shareholders;
- (b) Process the issue and redemption of the shares of the Company;
- (c) Maintain the register of Shareholders;
- (d) Draw up the financial reports and all other documents relating to investments;
- (e) Send correspondence, financial reports and all other documents intended for Shareholders; and
- (f) Process the calculation of the Net Asset Value.



- 10.5.2 The Administrative Agent will not be liable for the investment decisions of the Company or of the Management Company on behalf of the Company nor the consequences of such investment decisions on the Company's performances and the Administrative Agent is not responsible for the monitoring of the compliance of such investments with the rules contained in the Articles and/or the Prospectus.
- 10.5.3 The Central Administration Agreement provides that it will remain in force for an unlimited period and that it may be terminated by either party at any time upon three (3) months written notice.

## **11. GENERAL MEETINGS AND REPORTS**

---

### **11.1 General Meetings**

- 11.1.1 The annual general meeting of Shareholders will be held at the registered office of the Company the last Wednesday of the month of March each year thereafter (unless such date falls on a legal bank holiday, in which case on the next Business Day) at 15:00 (Luxembourg time).
- 11.1.2 Shareholders of any Sub-Fund may hold, at any time, general meetings to decide on any matters that relate exclusively to such Sub-Fund.
- 11.1.3 Notices of all general meetings are sent by mail to all registered Shareholders at their registered address at least eight days prior to such meeting. Such notice will indicate the time and place of such meeting and the conditions of admission thereto, will contain the agenda and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities at such meeting.

### **11.2 Annual and Semi-annual Reports**

- 11.2.1 The Company's financial year ends on 31 December of each year.
- 11.2.2 Audited Annual Reports will be made available to the public at the registered office of the Company within four (4) months after the end of the financial year and the latest Annual Report shall be available at least eight (8) days before the annual general meeting.
- 11.2.3 Unaudited Semi-annual Reports are also made available at such registered offices within two (2) months after 30 June.
- 11.2.4 The annual and semi-annual reports are also available on the Company's website (<http://www.dynasty-am.lu>).
- 11.2.5 The consolidated currency of the Company is Euro (EUR).

### 11.3 Documents Available for Inspection

11.3.1 Copies of the following documents may be delivered without cost to interested investors at their request and may be inspected free of charge during usual business hours on any week day (Saturday and public holidays excepted) at the registered office of the Company:

- (a) The most recent Prospectus;
- (b) The KIID(s);
- (c) The Articles of Incorporation;
- (d) The Depositary Bank Agreement;
- (e) The Administration Agreement;
- (f) The Management Company Agreement between the Company and the Management Company;
- (g) The Annual and Semi-annual Reports.

11.3.2 A list of the funds managed by the Management Company is available at the Management Company's registered office.

## 12. DIVIDEND POLICY

---

12.1 The Board of Directors of the Company may propose to the Shareholders that the net income of the Company (if any) be accumulated and reinvested and that no distribution be paid to Shareholders, but they may propose, from time to time, at their discretion that the Company pays a dividend.

12.2 The Board of Directors may decide, for the Sub-Funds concerned, payment of interim dividends for the past or current year in compliance with legal requirements.

12.3 When the Board of Directors decides to propose payment of a dividend, it will be calculated according to the limits provided for this purpose by the Law of 1915 and the Articles of Incorporation. Notice of dividend payment will be published if the Board of Directors considers suitable. The collection charges shall be paid by the Shareholders.

12.4 Dividends and interim dividends not claimed within five years of the date of payment will lapse and will return to the Sub-Fund concerned.

12.5 Particularities about the dividend policy relating to a specific Sub-Fund (if any) are described under Appendix D.

### 13. REMUNERATION POLICY

---

13.1 The Management Company has established a remuneration policy for those categories of staff, including senior management, risk takers, control functions and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers whose professional activities have a material impact on the risk profiles of the Management Company or the Company, that:

- is consistent with and promote a sound and effective risk management and do not encourage risk-taking which is inconsistent with the risk profiles of the Company or with its Articles of Incorporation;
- is in line with the business strategy, objective values and interests of the Management Company and which do not interfere with the obligation of the Management Company to act in the best interests of the Company;
- includes an assessment of performance set in a multi-year framework appropriate to the holding period recommended to the investors of the Company in order to ensure that the assessment process is based on the longer-term performance of the Company and its investment risks; and
- appropriately balances fixed and variable components of total remuneration.

13.2 "Remuneration" consists of all forms of payments or benefits made directly by, or indirectly but on behalf of, the Company in exchange for professional services rendered by the Company staff. Remuneration can be divided into:

- fixed remuneration (payments or benefits without consideration of any performance criteria); and
- variable remuneration (additional payments or benefits depending on performance or, in certain cases, other contractual criteria).

Both components of remuneration (fixed and variable) may include monetary payments or benefits (such as cash, equity, or equity-linked instruments).

13.3 The up-to-date remuneration policy of the Management Company, including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits, is available at <http://www.dynasty-am.lu/uploads/medias/documents/documents/dynasty-am-remuneration-policy.pdf>. A paper copy is available free of charge upon request at the Management Company's registered office.

13.4 Due to the size, the complexity and the scope of the Management Company's activities, it has been decided to entrust the board of directors, the senior management, compliance officer, and, to a certain extent, internal auditor and risk manager with the responsibility to implement and supervise this remuneration policy without creating any remuneration committee.

## **14. LIQUIDATION, TERMINATION AND AMALGAMATION**

---

- 14.1 The Company may at any time be dissolved by a resolution taken by the general meeting of Shareholders subject to the quorum and majority requirements as defined in the Articles of Incorporation.
- 14.2 Whenever the capital falls below two thirds of the minimum capital as provided by the Law of 2010, the Board of Directors must submit the question of the dissolution of the Company to the general meeting of Shareholders. The general meeting, for which no quorum shall be required, shall decide on simple majority of the votes of the Shares present and represented at the meeting.
- 14.3 The question of the dissolution of the Company shall also be referred to the general meeting of Shareholders whenever the capital falls below one quarter of the minimum capital. In such event, the general meeting shall be held without quorum requirements, and the dissolution may be decided by the Shareholders holding one quarter of the votes present and represented at that meeting.
- 14.4 The meeting must be convened so that it is held within a period of forty (40) days from when it is ascertained that the net assets of the Company have fallen below two thirds or one quarter of the legal minimum as the case may be.
- 14.5 The issue of new Shares by the Company shall cease on the date of publication of the notice of the general meeting of Shareholders, to which the dissolution and liquidation of the Company shall be proposed.
- 14.6 One or more liquidators shall be appointed by the general meeting of Shareholders to realise the assets of the Company, subject to the supervision of the relevant supervisory authority in the best interests of the Shareholders. The proceeds of the liquidation of each Sub-Fund, net of all liquidation expenses, shall be distributed by the liquidators among the holders of Shares in each Class in accordance with their respective rights. The amounts not claimed by Shareholders at the end of the liquidation process shall be deposited, in accordance with Luxembourg law, with the Caisse de Consignations in Luxembourg until the statutory limitation period has lapsed.
- 14.7 Termination of a Sub-Fund, Class**
- 14.7.1 In the event that for any reason the value of the net assets of any Sub-Fund, Class has decreased to, or has not reached, an amount determined by the Board of Directors from time to time to be the minimum level for such Sub-Fund, Class to be operated in an economically efficient manner, or in case of a substantial modification in the political, economic or monetary situation relating to such Sub-Fund, Class would have material adverse consequences on the investments of that Sub-Fund, Class or as a matter of economic rationalization, the Board of Directors may decide to compulsorily redeem all the Shares of the relevant Sub-Fund, Class at their Net Asset Value per Share (taking into account actual realization prices of investments and realization expenses) as calculated on the Valuation Day at which such decision shall take effect.

- 14.7.2 The Company shall serve a notice in writing to the Shareholders of the relevant Sub-Fund, Class prior to the effective date for the compulsory redemption, which will set forth the reasons for, and the procedure of, the redemption operations.
- 14.7.3 Unless it is otherwise decided in the interests of, or to keep equal treatment between, the Shareholders of the Sub-Fund, Class concerned, the Shareholders concerned may continue to request redemption of their Shares free of charge (but taking into account actual realization prices of investments and realization expenses) prior to the date effective for the compulsory redemption.
- 14.7.4 Any request for subscription shall be suspended as from the moment of the announcement of the termination of the relevant Sub-Fund/Class.
- 14.7.5 Notwithstanding the powers conferred to the Board of Directors by the preceding paragraphs, the general meeting of Shareholders of any Sub-Fund, Class may, upon proposal from the Board of Directors, resolve to redeem all the Shares of the relevant Sub-Fund, Class and to refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined with respect to the Valuation Day on which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders, which shall resolve at the simple majority of those present and represented.
- 14.7.6 Assets which could not be distributed to their owners upon the implementation of the redemption will be deposited with the Caisse de Consignations on behalf of the persons entitled thereto immediately after the closure of the liquidation.
- 14.7.7 All redeemed Shares shall be cancelled by the Company.

#### **14.8 Amalgamation, Division or Transfer of Sub-Funds, Classes**

- 14.8.1 Under the same circumstances as provided above in the section "Termination of a Sub-Fund, Class" of this Prospectus, the Board of Directors may decide to allocate the assets of any Sub-Fund, Class to those of another existing Sub-Fund, Class within the Company or to another UCITS as defined under the Directive 2009/65/CE or to another sub-fund, class within such UCITS (hereinafter referred to as the "new sub-fund, class") and to re-designate the Shares of the relevant Sub-Fund, Class as Shares of another sub-fund, class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders).
- 14.8.2 Under the same circumstances as provided above in the section "Termination of a Sub-Fund, Class" of this Prospectus, the Board of Directors may decide to reorganise a Sub-Fund, Class by means of a division into two or more Sub-Funds, Classes and/or Categories.

- 14.8.3 Notwithstanding the powers conferred to the Board of Directors by the preceding paragraphs, such a reorganisation of a Sub-Fund, Class within the Company (by way of an amalgamation or division) may be decided upon by a general meeting of the Shareholders of the relevant Sub-Fund, Class. There shall be no quorum requirements for such general meeting and it will decide upon such an amalgamation or division by resolution taken at the simple majority of those present or represented.
- 14.8.4 A contribution of the assets and of the liabilities distributable to any Sub-Fund, Class to another UCITS referred to above or to another sub-fund, class within such other UCITS shall, require a resolution of the Shareholders of the Sub-Fund, Class concerned, taken with fifty (50) percent quorum requirement of the Shares in issue and adopted at the simple majority of the Shares present or represented at such meeting.
- 14.8.5 Any of the above decisions by the Board of Directors of the relevant general meeting of Shareholders will be published in the same manner as described above under the section entitled "Termination of a Sub-Fund Class of Shares" (and, in addition, the publication will contain information about the two or more new sub-funds, classes or categories) at least one (1) month before the date on which the division or amalgamation becomes effective in order to enable the Shareholders concerned to request redemption or conversion of their Shares free of charge during such period, the resolutions will be binding on all Shareholders. In addition, the provisions on amalgamations of UCITS set forth in the Law of 2010 and any implementing regulation (relating in particular to the notification of the Shareholders concerned) shall apply.
- 14.8.6 Any request for subscription shall be suspended as from the moment of the announcement of the amalgamation, the division or the transfer of the relevant Sub-Fund, Class.

## **15. APPLICABLE LAW**

---

- 15.1 The Luxembourg District Court is the exclusive forum for all legal disputes between the Shareholders and the Company. Luxembourg law governs all aspects of the relationship between the Shareholders and the Company. However, in matters concerning the claims of investors from other jurisdictions, the Company can elect to make itself subject to those jurisdictions.
- 15.2 The English version of this Prospectus is the authoritative version and shall prevail in the event of any inconsistency with any translation hereof.
- 15.3 Statements made in this Prospectus are based on the laws and practice in force at the date of this Prospectus in the Grand Duchy of Luxembourg, and are subject to changes in those laws and practice.

---

## APPENDIX A – INVESTMENT POWERS AND RESTRICTIONS

---

### 1. INVESTMENT RESTRICTIONS

---

1.1. The Articles of Incorporation provide that the Directors set the corporate and investment policy of the Company and the investment restrictions applicable, from time to time, to the investments.

1.2. In that respect, the directors have decided that the following restrictions will apply to the investments of the Company, as well as to the investments of each of the Sub-Funds:

*I. (1) The Company may invest in:*

*a) Transferable securities and money market instruments admitted to or dealt in on a Regulated Market;*

*b) Transferable securities and money market instruments dealt in on another market in a Member State of the European Union which is regulated, operates regularly and is recognised and open to the public;*

*c) Transferable securities and money market instruments admitted to official listing on a stock exchange or dealt in on another market which is regulated, operates regularly and is recognised and open to the public in Argentina, Australia, Brazil, Canada, Chili, Egypt, Hong Kong, India, Indonesia, Jersey, Japan, Malaysia, Mexico, Norway, People's Republic of China, the Russian Federation, Singapore, South Africa, the United Arab Emirates, South Korea, Switzerland, Thailand, Turkey and the United States of America;*

*d) Recently issued transferable securities and money market instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on a regulated market, as defined in sections a), b) and c) above, and such admission is secured within one year of the issue;*

*e) Units of UCITS and/or other UCIs, whether situated in an EU Member State or not, provided that:*

- Such other UCIs have been authorised under the laws of any Member State of the EU or under the laws of those countries which can provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in European Community Law and that cooperation between authorities is sufficiently ensured;*



- *The level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC, as amended;*
  - *The business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period;*
  - *No more than 10 % of the assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs.*
- f) *Deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a country which is an OECD member state and a FATF State;*
- g) *Financial derivative instruments, including equivalent cash-settled instruments, dealt in on a regulated market and/or financial derivative instruments dealt in over-the-counter ("**OTC derivatives**"), provided that:*
- *The underlying consists of instruments covered by this section (I) (1), financial indices, interest rates, foreign exchange rates or currencies, in which the Company may invest according to its investment objective;*
  - *The counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Luxembourg supervisory authority;*
  - *The OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Company's initiative;*
- and/or*
- h) *Money market instruments other than those dealt in on a regulated market, if the issue or the issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that such instruments are:*
- *Issued or guaranteed by a central, regional or local authority or by a central bank of an EU Member State, the European Central Bank, the EU or the European Investment Bank, a non- EU Member State*



*or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong, or*

- *Issued by an undertaking any securities of which are dealt in on regulated markets, or*
- *Issued or guaranteed by a credit institution which has its registered office in a country which is an OECD member state and a FATF State, or*
- *Issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least ten million euro (Euro 10,000,000) and which presents and publishes its annual accounts in accordance with the Directive 2013/34/EU, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.*

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

*II. The Company may hold ancillary liquid assets.*

- III.*
- a) (i) The Company will invest no more than 10% of the net assets of any Sub-Fund in transferable securities or money market instruments issued by the same issuing body.*
  - (ii) The Company may not invest more than 20% of the net assets of any Sub-Fund in deposits made with the same body. The risk exposure of a Sub-Fund to a counterparty in an OTC derivative transaction may not exceed 10% of its net assets when the counterparty is a credit institution referred to in I. f) above or 5% of its net assets in other cases.*
  - b) Moreover, where the Company holds on behalf of a Sub-Fund investments in transferable securities and money market instruments of issuing bodies which individually exceed 5% of the net assets of such Sub-Fund, the total of all such investments must not account for more than 40% of the total net assets of such Sub-Fund.*

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

*Notwithstanding the individual limits laid down in paragraph a), the Company may not combine for each Sub-Fund:*

- *Investments in transferable securities or money market instruments issued by a single body;*
  - *Deposits made with the same body; and/or*
  - *Exposure arising from OTC derivative transactions undertaken with the same body in excess of 20% of its net assets.*
- c) *The limit of 10% laid down in sub-paragraph a) (i) above is increased to a maximum of 35% in respect of transferable securities or money market instruments which are issued or guaranteed by an EU Member State, its local authorities, or by a non-EU Member State or by public international bodies of which one or more EU Member States are members.*
- d) *The limit of 10% laid down in sub-paragraph a) (i) is increased to 25% for certain bonds when they are issued by a credit institution which has its registered office in a Member State of the EU and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of these bonds must be invested in conformity with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used on a priority basis for the repayment of principal and payment of the accrued interest.*
- If a Sub-Fund invests more than 5% of its net assets in the bonds referred to in this sub-paragraph and issued by one issuer, the total value of such investments may not exceed 80% of the net assets of the Sub-Fund.*
- e) *The transferable securities and money market instruments referred to in paragraphs c) and d) shall not be included in the calculation of the limit of 40% in paragraph b).*

*The limits set out in paragraphs a), b), c) and d) may not be aggregated and, accordingly, investments in transferable securities or money market instruments issued by the same issuing body, in deposits or in*

*derivative instruments effected with the same issuing body may not, in any event, exceed a total of 35% of any Sub-Fund's net assets.*

*Companies which are part of the same group for the purposes of the establishment of consolidated accounts, as defined in accordance with Directive 2013/34/EU or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the limits contained in this paragraph III.*

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

- IV.** *By way of derogation to paragraph III., the Company is authorised to invest up to 100% of the net assets of any Sub-Fund, in accordance with the principle of risk spreading, in transferable securities and money market instruments issued or guaranteed by a Member State of the EU, by its local authorities or agencies, or by another member State of the OECD or by public international bodies of which one or more Member States of the EU are members, provided that such Sub-Fund must hold securities from at least six different issues and securities from one issue do not account for more than 30% of the net assets of such Sub-Fund.*
- V. a) *Without prejudice to the limits laid down in paragraph VI., the limits provided in paragraph III. are raised to a maximum of 20% for investments in shares and/or bonds issued by the same issuing body if the aim of the investment policy of a Sub-Fund is to replicate the composition of a certain stock or bond index which is sufficiently diversified, represents an adequate benchmark for the market to which it refers, is published in an appropriate manner and disclosed in the relevant Sub-Fund's investment policy.*
- b) *The limit laid down in paragraph a) is raised to 35% where this proves to be justified by exceptional market conditions, in particular on regulated markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.*
- VI. a) *The Company may not acquire shares carrying voting rights which should enable it to exercise significant influence over the management of an issuing body.*
- b) *Any Sub-Fund may acquire no more than:*
- 10% of the non-voting shares of the same issuer;*
  - 10% of the debt securities of the same issuer;*
  - 25% of the units of the same UCITS or other UCI;*
  - 10% of the money market instruments of the same issuer.*

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

- c) *The provisions of paragraph VI. a) and b) shall not be applicable to transferable securities and money market instruments issued or guaranteed by a Member State of the EU or its local authorities or by a non-EU Member State, or issued by public international bodies of which one or more Member States of the EU are members.*
  - d) *These provisions are also waived as regards shares held by the Company in the capital of a company incorporated in a non-Member State of the EU which invests its assets mainly in the securities of issuing bodies having their registered office in that State, where under the legislation of that State, such a holding represents the only way in which the Company can invest in the securities of issuing bodies of that State provided that the investment policy of the Company from the non-Member State of the EU complies with the limits laid down in paragraph III., VI. a) and b) and VII.*
- VII. a) *The Company may acquire units of the UCITS and/or other UCIs referred to in paragraph I) (1) e), provided that no more than 10% of a Sub-Fund's net assets be invested in the units of UCITS or other UCIs or in one single such UCITS or other UCI.*
- b) *The underlying investments held by the UCITS or other UCIs in which the Company invests do not have to be considered for the purpose of the investment restrictions set forth under III. above.*
  - c) *When a Sub-Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same investment manager or by any other company with which the investment manager is linked by common management or control, or by a substantial direct or indirect holding regarded as more than 10% of the voting rights or share capital, no subscription or redemption or management fees may be charged to the Company on the account of its investment in the units of such other UCITS and/or UCIs.*
  - d) *If any Sub-Fund's investments in UCITS and other UCIs constitute a substantial proportion of that Sub-Fund's assets, the total management fee (excluding any performance fee, if any) charged both to such Sub-Fund itself and the UCITS and/or other UCIs concerned shall not exceed 5% of the relevant assets. The Company will indicate in its annual report the total management fees charged both to the relevant Sub-Fund and to the UCITS and other UCIs in which such Sub-Fund has invested during the relevant period.*
- VIII. *The Company shall ensure for each Sub-Fund that the global exposure relating to derivative instruments does not exceed the net assets of the relevant Sub-Fund.*

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

*If the Company invests in financial derivative instruments, the exposure to the underlying assets may not exceed in aggregate the investment limits laid down in paragraph III above. When the Company invests in index-based financial derivative instruments, these investments do not have to be combined to the limits laid down in paragraph III.*

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

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

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

*This restriction shall not prevent the Company from (i) acquiring transferable securities, money market instruments or other financial instruments referred to in I. (1) e), g) and h) which are not fully paid, and (ii) performing permitted securities lending activities, that shall not be deemed to constitute the making of a loan.*

*c) The Company may not carry out uncovered sales of transferable securities, money market instruments or other financial instruments referred to in I. (1) e), g) and h).*

*d) The Company may not acquire movable or immovable property, excepted if it is essential for the direct pursuit of its business.*

*e) The Company may not acquire either physical ownership of precious metals or certificates representing them.*

*X. a) The Company needs not comply with the limits laid down under I. to X. above when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets. While ensuring observance of the principle of risk spreading, recently created funds may derogate from paragraphs III., IV., V. and VII for a period of six months following the date of their creation.*

*b) If the limits referred to in paragraph a) are exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, it must*

*adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interest of its Shareholders.*

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

XI. *The Company may not use its assets to underwrite or sub-underwrite any securities, except to the extent that, in connection with the sale of portfolio securities, it may be deemed to be an underwriter under applicable securities laws.*

XII. *Cross-Sub-Fund investments:*

*Each Sub-Fund may subscribe for, acquire and/or hold shares issued or to be issued by one or more other Sub-Funds, if:*

- (i) The target Sub-Fund does not, in turn, invest in the Sub-Fund invested in this target Sub-Fund;*
- (ii) No more than 10% of the assets of the target Sub-Fund whose acquisition is contemplated may, pursuant to its respective sales prospectus or articles of incorporation, be invested in aggregate in units/shares of other UCITS or other collective investment undertakings;*
- (iii) Voting rights, if any attaching to the relevant securities are suspended for as long as they are held by the Sub-Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and*
- (iv) In any event, for as long as these securities are held by the relevant Sub-Fund, their value will not be taken into consideration for the purposes of verifying the minimum threshold of the net assets imposed by the Law of 2010.*



---

## APPENDIX B - SPECIAL TECHNIQUES AND INSTRUMENTS

---

1. For the purpose of efficient portfolio management and/or to protect its assets and commitments, the Company may arrange for each Sub-Fund to make use of techniques and instruments relating to Transferable Securities and Money Market Instruments.
2. Efficient portfolio management transactions may not include speculative transactions. These transactions must be economically appropriate (this implies that they are realised in a cost-effective way) and entered into for one or more of the following specific aims:
  - (i) The reduction of risk;
  - (ii) The reduction of cost; or
  - (iii) The generation of additional capital or income for the Company with an acceptably low level of risk, taking into account its risk profile and the risk diversification rules laid down in Article 43 of the Law of 2010.
3. The relating risks of these transactions will be monitored by the Company's risk management process.
4. The Company may trade stock index futures for the purpose of hedging against a global risk of an unfavourable evolution of stock markets. For the same purpose, it may also write call and put options on stock indices and equities.
5. The hedging purpose of these transactions presupposes that there exists a sufficient correlation between the underlying and the assets to hedge.
6. In principle, the aggregate commitments resulting from futures contracts and index and equity options may not exceed the aggregate estimated market value of the securities held by each sub-fund in the corresponding market. The Company may sell interest rate futures contracts for the purpose of achieving a global hedge against interest rate fluctuations. It may also for the same purpose write call options or purchase put options on interest rates or enter into interest rate swaps by private agreement with highly rated financial institutions specialised in this type of operations.
7. In principle, the aggregate of the commitments relating to futures contracts, options and swap transactions on interest rates may not exceed the aggregate estimated market value of the assets to be hedged and held by each sub-fund in the currency corresponding to those contracts. In order to protect its assets against currency fluctuations, the Company may enter into transactions the objects of which are currency forward contracts as well as the writing of call options and the purchase of put options on currencies. The transactions referred to herein may only concern contracts which are traded on a regulated market which is operating regularly, recognised and open to the public.

8. For the same purpose, the Company may also enter into forward sales of currencies or exchange currencies on the basis of private agreements with highly rated financial institutions specialised in this type of transactions.
9. The hereinbefore mentioned transactions' objective of achieving a hedge presupposes the existence of a direct relationship between them and the assets to be hedged. This implies that transactions made in one currency may in principle not exceed the valuation of the aggregate assets denominated in that currency nor exceed the period during which such assets are held.
10. In its financial reports, the Company must indicate, for the different types of transactions made, the aggregate amount of commitments relating to transactions outstanding as at the date of reference of the relevant reports.
11. In no case whatsoever must the recourse to transactions involving derivatives or other financial techniques and instruments cause the Company to depart from the investment objectives as set out in the Prospectus or add substantial supplementary risks in comparison to the Company's general risk policy (as described in the Prospectus).

Cash collateral received by the Company in relation to OTC derivatives transactions made for the purpose of efficient portfolio management and/or for the purpose of protecting the Company's assets and commitments, may be reinvested in accordance with the same principles as those outlined in the CSSF circular 08/356 dated 4 June 2008 concerning UCITS employing certain techniques and instruments relating to transferable securities and money market instruments and Circular 14/592. When these transactions involve the use of derivatives, the conditions and restrictions set out above in Appendix A must be complied with.

## **12. Use of Derivatives**

- 12.1. If specified in the relevant Appendix D, Sub-Funds are authorised to use derivatives either for hedging or efficient portfolio management purposes including duration management or as part of their investment strategies as described, and within the limits set forth in the Sub-Funds' investment objectives.
- 12.2. The Company must employ a risk-management process, which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the portfolio; it must employ a process for accurate and independent assessment of the value of OTC derivative instruments. It must communicate to the CSSF regularly and in accordance with the detailed rules defined by the latter, the types of derivative instruments, the underlying risks, the quantitative limits and the methods, which are chosen in order to estimate the risks, associated with transactions in derivative instruments.



- 12.3. The Company will ensure that the global exposure relating to derivatives shall not exceed the total net value of a Sub-Fund. The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.
- 12.4. The Annual Reports will contain, in respect of each Sub-Fund that has entered into financial derivative instruments over the relevant reporting period, details of:
  - 12.4.1. the underlying exposure obtained through financial derivative instruments;
  - 12.4.2. the identity of the counterparty(ies) to these financial derivative instruments;
  - 12.4.3. the type and amount of collateral received to reduce counterparty risk exposure.
- 12.5. The Sub-Funds are authorised to employ techniques and instruments relating to transferable securities or money market instruments subject to the following conditions:
  - 12.5.1. they are economically appropriate in that they are realised in a cost-effective way;
  - 12.5.2. they are entered into for one or more of the following specific aims:
    - a. reduction of risk;
    - b. reduction of cost;
    - c. generation of additional capital or income for the relevant Sub-Fund with a level of risk which is consistent with its risk profile and applicable risk diversification rules;
  - 12.5.3. their risks are adequately captured by the Company's risk management process.
- 12.6. The Fund does not use securities financing transactions nor total return swaps covered by Regulation (EU) 2015/2365 on transparency of securities financing transactions and of reuse and amending Regulation (EU) 648/2012.
  - 12.6.1. The Company's Annual Report will include the following information:
    - a. the exposure obtained through efficient portfolio management techniques;
    - b. where collateral received from an issuer has exceeded 20% of the Net Asset Value of the Company, the identity of that issuer;

- c. where the Company has been fully collateralised in securities issued or guaranteed by a Member State;
  - d. the identity of the counterparty(ies) to these efficient portfolio management techniques;
  - e. the type and amount of collateral received by the Company to reduce counterparty exposure; and
  - f. the revenues arising from efficient portfolio management techniques for the entire reporting period together with the direct and indirect operational costs and fees incurred.
- 12.7. The counterparty risk arising from OTC derivative instruments and efficient portfolio management techniques may not exceed 10% of the assets of a Fund when the counterparty is a credit institution domiciled in the EU or in a country where the CSSF considers that supervisory regulations are equivalent to those prevailing in the European Union. This limit is set at 5% in any other case.
- 12.8. The Sub-Funds shall at any time comply with the collateral eligibility requirements set out in the ESMA Guidelines 2014/937 on ETFs and other UCITS issues that apply to Luxembourg UCITS in accordance with Circular 14/592.

Eligible collateral consists of high credit quality, diversified and liquid assets, valued on a daily basis.

- 12.9. The collateral must be given in the form of cash only.

### **13. Methodology for Calculating the Global Exposure**

- 13.1. The Company has implemented a risk management process for each Sub-Fund in order to comply with its obligations in particular under the Law of 2010, the CSSF Regulation 10-4 on UCITS IV requirements and the CSSF Circular 11/512. The Company may calculate global exposure for the Sub-Fund(s) using the commitment approach, relative VaR or absolute VaR, as further detailed, for each Sub-Fund in the relevant Appendix D.
- 13.2. The selection of the appropriate methodology for calculating global exposure is made by the Directors based upon a consideration of the following factors:
- 13.2.1. whether the relevant Sub-Fund engages in complex investment strategies which represent a significant part of the relevant Sub-Fund's investment policy;

- 13.2.2. whether the relevant Sub-Fund has a significant exposure to exotic derivatives; and/or
  - 13.2.3. whether the commitment approach adequately captures the market risk of the relevant Sub-Fund's portfolio.
- 13.3. The selection of relative VaR or absolute VaR will depend on whether the relevant Sub-Fund has a leverage free reference portfolio which reflects its investment strategy.
- 13.4. Classification of a Sub-Fund will depend on a consideration of each of these factors and the fact that a Fund is authorised to use derivative instruments for investment purposes will not automatically, in isolation, mean that the global exposure of that Sub-Fund will be calculated using either relative or absolute VaR approach.
- 13.5. In case the global exposure is calculated using the VaR methodology, the expected leverage is provided in the relevant Appendix at the Sub-Fund level, however specific hedged share classes may have higher or lower levels of expected leverage than indicated at the Sub-Fund level.
- 13.6. Expected leverage is provided using the "*sum of the notionals of the derivatives used*" methodology.
- 13.7. Additional information about the realized range of leverage employed by the relevant Sub-Fund(s) can be found in the Annual Report.

---

## APPENDIX C - NET ASSET VALUE

---

### 1. NET ASSET VALUE

---

- 1.1. The Administrative Agent shall assist the Company and the Management Company to determine the Net Asset Value and the Net Asset Value per Share.
- 1.2. The Net Asset Value per Share of each Class of Shares in each Sub-Fund will be expressed in the Reference Currency of the Sub-Fund.
- 1.3. The Net Asset Value per Share of each Class in each Sub-Fund is calculated on every Business Day. Furthermore, the Net Asset Value per Share of each Class in each Sub-Fund as per the year-end is calculated on the last Business Day of the year. Consequently, the last Business Day of the year has the same Valuation Day for the year-end and the month-end for the month of December.
- 1.4. For the purpose of determining the value of the Company's assets, the Administrative Agent, having due regards to the standard of care and diligence in this respect, may exclusively, when calculating the Net Asset Value, rely upon the valuations provided (i) by the Board of Directors and/or the Management Company, (ii) by various pricing sources available on the market such as pricing agencies (e.g., Bloomberg or Reuters) or administrators or investment managers (if any) of target UCI, (iii) by prime brokers and brokers or (iv) by (a) specialist(s) duly authorized to that effect by the Board of Directors and/or the Management Company.
- 1.5. In such circumstances, the Administrative Agent shall not, in the absence of manifest error on its part, be responsible for any loss suffered by the Company or any Shareholder by reason of any error in the calculation of the Net Asset Value of the Company or any Sub-Fund or any Class and the Net Asset Value per Share resulting from any inaccuracy in the information provided by the professional pricing sources, by the Board of Directors and/or the Management Company, by brokers and brokers or by specialist(s) duly authorized to that effect by the Board of Directors and/or the Management Company.
- 1.6. If one or more pricing sources fail(s) to provide pricing/valuation for the assets of the Company or any of its Sub-Funds, as applicable, or, if for any reason, the pricing/valuation of any asset of the Company or any of its Sub-Funds may not be determined as rapidly and accurately as required, the Administrative Agent shall promptly inform the Company and/or the Management Company thereof and the Administrative Agent shall obtain from them authorized instructions in order to enable it to finalize the computation of the Net Asset Value of the Company and/or the relevant Sub-Fund. The Company and/or the Management Company may

decide to suspend the Net Asset Value calculation of the Company or any of its Sub-Funds, in accordance with the relevant provisions in the Prospectus and the Articles, and instruct the Administrative Agent to suspend the Net Asset Value calculation. In such circumstances, the Administrative Agent shall not, in the absence of manifest error on its part, be responsible for any loss suffered by the Company or any Shareholder. The Company and/or the Management Company shall be responsible for notifying the suspension of the Net Asset Value calculation to the Shareholders, if required, or instructing the Administrative Agent to do so. If the Company and/or the Management Company do(es) not decide to suspend the Net Asset Value calculation in a timely manner, the Company and/or the Management Company shall be solely liable for all the consequences of a delay in the Net Asset Value calculation, and the Administrative Agent may inform the relevant authorities and the Company's auditor in due course.

- 1.7. The Net Asset Value per Share of each Class of Shares in each Sub-Fund on any Valuation Day is determined by dividing the value of the total assets of that Sub-Fund properly allocable to such Class less the liabilities of such Sub-Fund properly allocable to such Class by the total number of Shares of such Class outstanding on such Valuation Day.
- 1.8. The Subscription Price and the Redemption Price of the different Classes and Categories will differ within each Sub-Fund as a result of the differing fee structure and/or distribution policy for each Class, as the case may be. In determining the Net Asset Value per Share, income and expenditure are treated as accruing weekly, unless otherwise disclosed in Appendix D.

The Company's assets shall include:

1. Any cash in hand or on deposit including any outstanding interest, that has not yet been received and any interest accrued on these deposits up until the Valuation Day;
2. All bills and promissory notes payable at sight as well as all accounts receivable (including proceeds from the disposal of securities for which the price has not yet been paid);
3. All transferable securities, money market instruments, units, shares, debt securities, option or subscription rights and other investments owned by the Company (provided that the Company may make adjustments in a manner not inconsistent with paragraph (i) below with regard to fluctuations in the market value if securities caused by trading ex-dividends, ex-rights or by similar practices);
4. All dividends and distributions receivable by the Company in cash or securities to the extent that the Company is aware thereof;

5. All outstanding interest that has not yet been received and all interest accrued up until the Valuation Day on securities or other interest bearing assets owned by the Company, unless such interest is included in the principal of the securities;
6. The liquidating value of all futures, forward, call or put options contracts the Company has an open position in;
7. All swap contracts entered into by the Company; and
8. Any other assets whatsoever, including prepaid expenses.
  - a. The value of these assets will be determined as follows:
    - i. The value of any cash on hand or on deposit;
    - ii. Bills and demand notes and accounts receivable, prepaid expenses, cash dividends, interest declared or accrued and not yet received, all of which are 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;
    - iii. Securities and money market instruments listed on a recognised stock exchange or dealt on any other regulated market that operates regularly, is recognised and is open to the public, will be valued at their last available closing price on the principal market on which such securities are traded;
    - iv. In the event that the last available closing price does not, in the opinion of the Board of Directors, truly reflect the fair market value of the relevant securities and money market instruments, the value of such securities will be defined by the Board of Directors based on the reasonably foreseeable sales proceeds determined prudently and in good faith;
    - v. Securities and money market instruments not listed or traded on a stock exchange or not dealt on another regulated market will be valued on the basis of the probable sales proceeds determined prudently and in good faith by the Board of Directors;
    - vi. The liquidating value of futures, forward or options contracts not traded on exchanges or on other regulated markets shall mean their net liquidating value determined, pursuant to the policies established

by the Board of Directors, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts traded on exchanges or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchanges and regulated markets on which the particular futures, forward or options contracts are traded by the Company; provided that if a futures, 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 shall be such value as the Board of Directors may deem fair and reasonable;

- vii. The value of swaps shall be determined by applying a recognised and transparent valuation method on a regular basis; and
- viii. All other securities and other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

Any assets held in a particular Sub-Fund not expressed in the Reference Currency in which the shares of such Sub-Fund are denominated will be translated into the Reference Currency at the rate of exchange prevailing in a recognised market on the relevant Valuation Day - 1.

The liabilities of the Company shall be deemed to include:

1. All loans, bills and accounts payable; and
2. All accrued or payable administrative expenses (including the All-inclusive Fees and any other third party fees);
3. All known liabilities, present and future, including all matured contractual obligations for payment of money or property;
4. An appropriate provision for future taxes based on capital and income to the relevant Valuation Day, as determined from time to time by the Company, and other reserves, if any, authorised and approved by the Board of Directors; and
5. All other liabilities of the Company of whatsoever kind and nature except liabilities represented by Shares of the Company. In determining the amount of such liabilities, the Company shall take into account all expenses payable and all costs incurred by the Company, which shall comprise the All-inclusive Fees, fees payable to its directors (including all reasonable out-of-pocket expenses), investment advisors (if any), accountants, the administrative agent, corporate agents, domiciliary agents, paying agents,

registrars, transfer agents, permanent representatives in places of registration, distributors, trustees, fiduciaries, correspondent banks and any other agent employed by the Company, fees for legal and auditing services, costs of any proposed listings and of maintaining such listings, promotion, printing, reporting and publishing expenses (including reasonable marketing and advertising expenses and costs of preparing, translating and printing in different languages) of prospectuses, addenda, explanatory memoranda, registration statements, annual reports and semi-annual reports, all taxes levied on the assets and the income of the Company (in particular, the "*taxe d'abonnement*" and any stamp duties payable), registration fees and other expenses payable to governmental and supervisory authorities in any relevant jurisdictions, insurance costs, costs of extraordinary measures carried out in the interests of Shareholders (in particular, but not limited to, arranging expert opinions and dealing with legal proceedings) and all other operating expenses, including the cost of buying and selling assets, custody fee and customary transaction fees and charges charged by the Depositary Bank or its agents (including free payments and receipts and any reasonable out-of-pocket expenses, i.e. stamp taxes, registration costs, scrip fees, special transportation costs, etc.), customary brokerage fees and commissions charged by banks and brokers for securities transactions and similar transactions, interest and postage, telephone, facsimile and telex charges. The Company may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

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

## **2. TEMPORARY SUSPENSION OF DETERMINATION OF NET ASSET VALUE PER SHARE**

---

The Company may suspend the determination of the Net Asset Value per Share of one or more Sub-Fund(s), Class(es) and the issue, redemption and conversion of its Shares in the following circumstances:

- a) During any period when any of the principal stock exchanges or other markets on which a substantial portion of the investments of the Company attributable to such Sub-Fund from time to time is quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that such restriction or suspension affects the valuation of the investments of the Company attributable to such Sub-Fund quoted thereon;
- b) During any period when the publication of an index, underlying of a financial derivative instrument representing a material part of the assets of the Sub-Fund is suspended;



- c) During any period when the determination of the Net Asset Value per Share of the underlying fund of funds or the dealing of their shares/units in which a Sub-Fund is materially invested is suspended or restricted;
- d) During the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors as a result of which disposal or valuation of assets owned by the Company attributable to such Sub-Fund would be impracticable;
- e) 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 price or value on any stock exchange or other market in respect of the assets attributable to such Sub-Fund;
- f) During any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Sub-Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange;
- g) When for any other reason the prices of any investments owned by the Company attributable to such Sub-Fund cannot promptly or accurately be ascertained; or
- h) Upon the publication of a notice convening a general meeting of Shareholders for the purpose of winding-up the Company or of merging one or more Sub-Fund(s) or Class(es).

The suspension of the calculation of the Net Asset Value of any particular Sub-Fund, Class shall have no effect on the determination of the Net Asset Value per Share or on the issue, redemption and conversion of Shares of any Class and/or Sub-Fund that is not suspended.

Any request for subscription, redemption or conversion shall be irrevocable except in the event of a suspension of the determination of the Net Asset Value per Share.

An information notice of the beginning and of the end of any period of suspension will be sent to all the Shareholders of the Company. If required by any applicable laws in the country(ies) in which the Company is available to the public, the Company will publish notice of the suspension of the determination of the Net Asset Value per Share, in at least one daily newspaper in such country(ies).

The Luxembourg regulatory authority, and the relevant authorities of any member states of the European Union in which Shares of the Company are marketed, will be informed of any such suspension. Notice will likewise be given to any subscriber or Shareholder as the case may be applying for subscription, conversion or redemption of Shares in the Sub-Fund(s) concerned.

### **3. PUBLICATION OF NET ASSET VALUE PER SHARE**

---

The Net Asset Value per Share of each Class of Shares in any particular Sub-Fund is made public at the registered office of the Company and is available at the offices of the Depository Bank and of the Management Company. The Company may arrange for the publication of this information in the Reference Currency and any other currency at the discretion of the Board of Directors in leading financial newspapers. The Company cannot accept any responsibility for any error or delay in publication or for non-publication of prices.

---

APPENDIX D – DETAILS OF EACH SUB-FUND

---

THE INFORMATION CONTAINED IN THE BELOW TABLES SHOULD BE READ IN CONJUNCTION WITH THE FULL TEXT OF THE PROSPECTUS.

*List of Sub-Funds currently offered:*

- ***DYNASTY SICAV S.A. – Dynasty High Yield 2021***
- ***DYNASTY SICAV S.A. – Dynasty Global Convertibles***
- ***DYNASTY SICAV S.A. – Dynasty Corporate Bonds 1-3***

---

## **DYNASTY SICAV S.A. - Dynasty High Yield 2021**

*(hereinafter, referred to as the "Sub-Fund")*

---

### **1. Investment Objective**

---

- 1.1. The investment objective of the Sub-Fund is to provide positive returns over medium to long term, through the selection and holding until maturity of the Sub-Fund on 31 December 2021 of a portfolio of fixed income asset classes, markets and fixed income financial instruments.
- 1.2. The Sub-Fund does not offer any form of guarantee with respect to investment performance and no form of capital protection applies.
- 1.3. On 1 October 2021 at the latest, investors will be notified of the decision taken by the Board of Directors as regards to the merger, dissolution or transformation of the Sub-Fund after 31 December 2021.

### **2. Investment Policy**

---

- 2.1. The investment policy of the Sub-Fund consists in holding a portfolio of fixed income securities until the maturity of the Sub-Fund on 31 December 2021. Such securities will have, at the time of their acquisition, an attractive yield, taking into account the creditworthiness of their issuer. The maturity or early reimbursement dates (put) of the fixed income securities held in portfolio will not exceed the maturity of the Sub-Fund by more of one year (i.e. 31 December 2022).
- 2.2. The Sub-Fund will invest up to one hundred percent (100%) of its net assets in fixed income securities mainly denominated in euros and mainly issued by European issuers, such as:
  - 2.2.1. Standard bonds;
  - 2.2.2. Convertible bonds or similar fixed income instruments;
  - 2.2.3. Money market instruments having a rating of at least "BBB-" (Standard & Poors) or any equivalent rating granted by a recognised rating agency.
- 2.3. The Sub-Fund may invest up to 10% of its net assets in equities (as a result (or not) of the conversion or restricting of bonds or similar fixed income instruments), warrants, futures, listed options and OTC derivatives.
- 2.4. Standard bonds as well as convertible bonds will not have a minimum rating at the time of their acquisition. Exposure to high yield or unrated bonds will therefore be possible up to 100% of the net assets of the Sub-Fund.
- 2.5. The Sub-Fund may invest up to 10% of its net assets in UCITS compliant with the Directive 2009/65/EC. The investment objective of such UCITS shall be compatible with that of the Sub-Fund. Under such circumstances, the Sub-Fund may only invest in UCITS themselves investing in fixed income instruments and/or money market instruments. Such UCITS may be managed by the Management Company.

- 2.6. Derivatives instruments may only be used in the context of hedging the Sub-Funds assets against the interest rate risk and the foreign exchange risk. The commitment resulting from such transactions and contracts may not exceed the Sub-Funds assets.
- 2.7. The global exposure of derivatives and other positions in the portfolio will be measured using the commitment approach.
- 2.8. The selection of fixed income instruments will essentially depend on the analysis of their issuer's creditworthiness, based on a thorough analysis of its solvability. The Management Company will check that the risk taken is adequately remunerated by ensuring that the actuarial yield of the securities selected is attractive taking into account the issuer's creditworthiness. The Management Company will therefore analyse the bond's credit spread by comparing it to existing similar instruments and/or to the price of the corresponding Credit Default Swap. If unavailable, the spread will be compared to that of instruments issued by issuers of the same economic and/or geographical sector.
- 2.9. Furthermore, in case of adverse bond market conditions this Sub-Fund may temporarily be fully invested in cash and money market instruments in order to protect the Shareholders' interests.

### 3. Risk factors

- IF YOU ARE IN ANY DOUBT ABOUT THE RISK FACTORS RELEVANT TO AN INVESTMENT, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, LAWYER, ACCOUNTANT OR OTHER FINANCIAL ADVISOR. THE VALUE OF AN INVESTMENT MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE AMOUNT INVESTED.
- Investments in securities not only present the opportunity for the appreciation of the invested capital but are also frequently subject to substantial risks. The risks can include bond market risks, exchange rate, interest rate, credit and volatility risks as well as political risks or risks that are associated with such risks. These risks may also be combined with other risks.
- For this reason, potential investors should have experience with investment in instruments that are used as part of the specified investment policy. Furthermore, investors should only make an investment decision after having fully consulted their legal, tax and financial advisors, accountants or other advisors on the information which, together with the investment policy of the Sub-Fund, is contained in the present prospectus, and have taken into account their personal financial and tax situation and other circumstances.
- There can be no guaranty that the Sub-Fund will meet its investment objective.

	<ul style="list-style-type: none"> <li>➤ Bonds are subject to normal market risks.</li> <li>➤ Debt securities are subject to normal credit risk and, in addition, are subject to market risk if they are floating rate.</li> <li>➤ Investment in higher yielding securities generally entails increased credit default and market risk. Such securities are subject to the risk of an issuer's inability to meet principal and interest payments on its obligations (credit risk) and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity and as a result may be less liquid than lower yielding securities.</li> </ul> <p>▪ The Sub-Fund may invest in permitted financial instruments denominated in currencies other than the Reference Currency. Changes in foreign currency exchange rates will affect the value of shares held in the Sub-Fund.</p>
<p><b>4. Profile of the typical investor</b></p>	<p>▪ In light of the Sub-Fund's investment objective it may be appropriate for investors who:</p> <ol style="list-style-type: none"> <li>1) Seek capital appreciation over the medium to long-term.</li> <li>2) Accept the risks associated with this type of investment.</li> <li>3) Seek to invest in Fixed Income Securities.</li> </ol> <p>▪ An investment in the Sub-Fund is not a deposit in a bank or other insured depository institution. Investment may not be appropriate for all investors. The Sub-Fund is not intended to be a complete investment programme and investors should consider their long-term investment goals and financial needs when making an investment decision about the Sub-Fund. An investment in the Sub-Fund is intended to be a long-term investment.</p> <p>▪ The Company expects that a typical investor in the Sub-Fund will be an experienced and long-term investor who knows and accepts the risks associated with this type of investment, as set in section 4. "Risk Factors" of this Prospectus. The typical investor will be seeking to invest a portion of its overall portfolio in fixed income and floating rate securities with a rating below investment grade of issuers domiciled within the European Union and within other European countries with a sovereign foreign currency long-term debt investment grade rating, with the goal of obtaining capital appreciation.</p>

<b>5. Sub-Fund's duration</b>	<ul style="list-style-type: none"> <li>▪ The Sub-Fund will in principle mature on 31 December 2021.</li> </ul>
<b>6. Reference Currency</b>	<ul style="list-style-type: none"> <li>▪ The Reference Currency of the Sub-Fund is the Euro (EUR).</li> <li>▪ Subscriptions and the proceeds of redemptions for all Share Classes will be in the currency of the relevant Share Class.</li> </ul>
<b>7. Denomination Currency</b>	<ul style="list-style-type: none"> <li>▪ Euro (EUR)</li> <li>▪ United States Dollar (USD)</li> </ul>
<b>8. Classes of Shares</b>	<ul style="list-style-type: none"> <li>▪ Class A EUR (offered to all investors) - denominated in EUR</li> <li>▪ Class A USD (offered to all investors) - denominated in USD and hedged against foreign exchange risk of the USD versus the EUR</li> <li>▪ Class B EUR (offered to institutional investors) - denominated in EUR</li> <li>▪ Class D EUR (offered to institutional investors) - denominated in EUR</li> </ul>
<b>9. Minimum Initial Subscription Amount</b>	<p>Class A EUR: 100,- EUR            Class A USD: 100,- USD            Class B EUR: 10.000,- EUR            Class D EUR: 10.000,- EUR</p> <ul style="list-style-type: none"> <li>▪ With regard to the Class B EUR, the Board of Directors may, at its sole discretion, waive or modify the minimum subscription amount.</li> </ul>
<b>10. Minimum Subsequent Subscription Amount</b>	<ul style="list-style-type: none"> <li>▪ Class A EUR, Class B EUR and Class D EUR: 100,- EUR</li> <li>▪ Class A USD: 100,- USD</li> </ul>
<b>11. Subscription Fee</b>	<ul style="list-style-type: none"> <li>▪ This only applies to Class A EUR and Class A USD Shares.</li> <li>▪ Up to 1%.</li> </ul>
<b>12. Redemption Fee</b>	<ul style="list-style-type: none"> <li>▪ There is no redemption fee.</li> </ul>

<b>13. Conversion charges</b>	N/A
<b>14. Cut-Off Time for Subscription and Redemption Orders</b>	4 p.m. Luxembourg time, two (2) Business Days before the relevant Valuation Day.
<b>15. Settlement of Subscription and Redemption Orders</b>	Two (2) Business Days after the relevant Valuation Day.
<b>16. Management Fee Company Fee)</b>	<ul style="list-style-type: none"> <li>▪ The "Management fee" is as follows: <ul style="list-style-type: none"> <li>➤ Class A EUR and Class A USD: 0.90% p.a.</li> <li>➤ Class B EUR and Class D EUR: 0.50% p.a.</li> </ul> </li> </ul>
<b>17. Performance Fee</b>	<ul style="list-style-type: none"> <li>▪ The performance fee payable to the Management Company is calculated and crystallised daily based on the Net Asset Value of the Sub-Fund.</li> <li>▪ The performance fee is payable only if the following conditions are met cumulatively: <ol style="list-style-type: none"> <li>1) The performance of the Net Asset Value of the Sub-Fund must, calculated on a daily basis, exceed the performance of the Reference index value, as defined below, calculated on a daily basis.</li> <li>2) If the Net Asset Value of the Sub-Fund on the Valuation Day before deduction of the performance fee is above the Reference index value, a performance fee will be payable as a percentage of the absolute performance of the Sub-Fund. The performance fee is calculated on the basis of the number of shares of the Sub-Fund in circulation on the Valuation Day.</li> </ol> </li> <li>▪ The comparison between the performance of the Net Asset Value and the performance of the Reference index is re-calculated for each financial year. If there is a fall in the Net Asset Value at the end of a particular fee period, this fall will not be carried forward to subsequent fee periods for the purposes of calculating the performance fee.</li> </ul>



	<ul style="list-style-type: none"> <li>▪ The performance fee cannot be reimbursed if the Net Asset Value falls after payment of the performance fee.</li> </ul> <p><u>Performance Fee in percentage (%)</u></p> <ul style="list-style-type: none"> <li>- fifteen percent (15)%.</li> </ul> <p><u>Reference index value: 3% per annum</u></p> <p>The 3% threshold corresponds to the average YTM of the iBoxx € High Yield main cum crossover LC BB index (at 3.34% on 12 May 2014) and to the Markit Itraxx Europe Crossover index which comprises 60 equally weighted credit default swaps on the most liquid sub-investment grade European corporate entities (258bp on 13 May 2014).</p> <p>The performance fee is paid annually.</p>
<b>18. Transaction Fee</b>	<ul style="list-style-type: none"> <li>▪ Up to 0.10% per transaction.</li> </ul>
<b>19. Valuation Day</b>	<ul style="list-style-type: none"> <li>▪ The Net Asset Value per Share of each Class in the Sub-Fund is calculated daily on each Business Day.</li> </ul>
<b>20. Distribution policy</b>	<ul style="list-style-type: none"> <li>▪ Accumulation for Class A EUR, Class A USD and Class B EUR Shares.</li> <li>▪ Distribution for Class D EUR Shares.</li> </ul>

---

## **DYNASTY SICAV S.A. - Dynasty Global Convertibles**

*(hereinafter, referred to as the "Sub-Fund")*

---

### **1. Investment Objective**

---

- 1.1. The investment objective of the Sub-Fund is to achieve long term capital growth by investing mainly in convertible bonds
- 1.2. The Sub-Fund does not offer any form of guarantee with respect to investment performance and no form of capital protection applies.

### **2. Investment Policy**

---

- 2.1. The investment policy of the Sub-Fund consists in holding a portfolio of mainly convertible bonds.
- 2.2. The Sub-Fund will invest up to one hundred percent (100%) of its net assets in securities, such as:
  - 2.2.1. Convertible bonds or similar fixed income instruments (such as convertible preference shares, mandatory convertibles, Bond cum warrants, exchangeable bonds and other convertible bonds) (60% minimum);
  - 2.2.2. Standard (non-convertible) bonds (40% maximum);
  - 2.2.3. Money market instruments having a rating of at least "BBB-" (Standard & Poors) or any equivalent rating granted by a recognised rating agency;
  - 2.2.4. Equities (as a result (or not) of the conversion of convertible bonds or similar fixed income instruments), warrants, futures, listed options and OTC derivatives.
- 2.3. The securities are issued by International issuers with 30% of issuers at least being outside Europe. The securities may be denominated in any currency.
- 2.4. Standard bonds as well as convertible bonds will not have a minimum rating at the time of their acquisition. Exposure to high yield or unrated bonds will therefore be possible up to 100% of the net assets of the Sub-Fund.
- 2.5. The Sub-Fund may invest up to 10% of its net assets in UCITS compliant with the Directive 2009/65/EC. The investment objective of such UCITS shall be compatible with that of the Sub-Fund. Under such circumstances, the Sub-Fund may only invest in UCITS themselves investing in fixed income instruments and/or money market instruments. Such UCITS may be managed by the Management Company.
- 2.6. Derivatives instruments may be used in the context of hedging the Sub-Funds assets against the interest rate risk, the equity risk, the foreign exchange risk and the volatility risk. The commitment resulting from such transactions and contracts may not exceed the Sub-Funds assets.
- 2.7. The global exposure of derivatives and other positions in the portfolio will be measured using the commitment approach.

- 2.8. The selection of convertibles will essentially depend on maximizing the risk-reward profile
- 2.9. Furthermore, in case of adverse bond market conditions this Sub-Fund may temporarily be fully invested in cash and money market instruments in order to protect the Shareholders' interests.

### 3. Risk factors

- IF YOU ARE IN ANY DOUBT ABOUT THE RISK FACTORS RELEVANT TO AN INVESTMENT, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, LAWYER, ACCOUNTANT OR OTHER FINANCIAL ADVISOR. THE VALUE OF AN INVESTMENT MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE AMOUNT INVESTED.
- Investments in securities not only present the opportunity for the appreciation of the invested capital but are also frequently subject to substantial risks. The risks can include bond market risks, exchange rate, emerging markets risk, interest rate, credit and volatility risks as well as political risks or risks that are associated with such risks. These risks may also be combined with other risks.
- For this reason, potential investors should have experience with investment in instruments that are used as part of the specified investment policy. Furthermore, investors should only make an investment decision after having fully consulted their legal, tax and financial advisors, accountants or other advisors on the information which, together with the investment policy of the Sub-Fund, is contained in the present prospectus, and have taken into account their personal financial and tax situation and other circumstances.
- There can be no guarantee that the Sub-Fund will meet its investment objective.
  - Bonds are subject to normal market risks.
  - Debt securities are subject to normal credit risk and, in addition, are subject to market risk if they are floating rate.
  - Investment in higher yielding securities generally entails increased credit default and market risk. Such securities are subject to the risk of an issuer's inability to meet principal and interest payments on its obligations (credit risk) and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity and as a result may be less liquid than lower yielding securities.

	<ul style="list-style-type: none"> <li>▪ The Sub-Fund may invest in permitted financial instruments denominated in currencies other than the Reference Currency. Changes in foreign currency exchange rates will affect the value of shares held in the Sub-Fund.</li> </ul>
<b>4. Profile of the typical investor</b>	<ul style="list-style-type: none"> <li>▪ In light of the Sub-Fund's investment objective it may be appropriate for investors who:                             <ol style="list-style-type: none"> <li>1) Seek capital appreciation over the long-term.</li> <li>2) Accept the risks associated with this type of investment.</li> <li>3) Seek to invest in convertible bond securities.</li> </ol> </li> <li>▪ An investment in the Sub-Fund is not a deposit in a bank or other insured depository institution. Investments may not be appropriate for all investors. The Sub-Fund is not intended to be a complete investment programme and investors should consider their long-term investment goals and financial needs when making an investment decision about the Sub-Fund. An investment in the Sub-Fund is intended to be a long-term investment.</li> <li>▪ The Company expects that a typical investor in the Sub-Fund will be an experienced and long-term investor who knows and accepts the risks associated with this type of investment, as set in section 4. "Risk Factors" of this Prospectus. The typical investor will be seeking to invest a portion of its overall portfolio in convertibles with no rating or a rating below investment grade issued by International issuers (minimum 30% outside Europe), with the goal of obtaining capital appreciation.</li> </ul>
<b>5. Sub-Fund's equity sensitivity</b>	<ul style="list-style-type: none"> <li>▪ The Sub-Fund will have an equity sensitivity ranging from 0 to 100%.</li> </ul>
<b>6. Reference Currency</b>	<ul style="list-style-type: none"> <li>▪ The Reference Currency of the Sub-Fund is the Euro (EUR).</li> <li>▪ Subscriptions and the proceeds of redemptions for all Share Classes will be in the currency of the relevant Share Class.</li> </ul>
<b>7. Denomination Currency</b>	<ul style="list-style-type: none"> <li>▪ Euro (EUR)</li> <li>▪ United States Dollar (USD)</li> <li>▪ Swiss Franc (CHF)</li> <li>▪ British Pound (GBP)</li> </ul>

<b>8. Classes of Shares</b>	<ul style="list-style-type: none"> <li>▪ Class A EUR (offered to all investors) - denominated in EUR</li> <li>▪ Class A CHF (offered to all investors) – denominated in CHF and hedged against foreign exchange risk of the CHF versus the EUR</li> <li>▪ Class A USD (offered to all investors) – denominated in USD and hedged against foreign exchange risk of the USD versus the EUR</li> <li>▪ Class B EUR (offered to institutional investors) - denominated in EUR</li> <li>▪ Class B CHF (offered to institutional investors) - denominated in CHF and hedged against foreign exchange risk of the CHF versus the EUR</li> <li>▪ Class B USD (offered to institutional investors) - denominated in USD and hedged against foreign exchange risk of the USD versus the EUR</li> <li>▪ Class B GBP (offered to institutional investors) - denominated in GBP and hedged against foreign exchange risk of the GBP versus the EUR</li> <li>▪ Class D EUR (offered to all investors) - denominated in EUR</li> </ul>
<b>9. Minimum Initial Subscription Amount</b>	<p>Class A EUR: 100,- EUR  Class A CHF: 100,- CHF  Class A USD: 100,- USD  Class B EUR: 10.000,- EUR  Class B CHF: 10.000,- CHF  Class B USD: 10.000,- USD  Class B GBP: 10.000,- GBP  Class D EUR: 100,- EUR</p> <ul style="list-style-type: none"> <li>▪ With regard to the Class B EUR, Class B CHF, Class B USD and Class B GBP Shares the Board of Directors may, at its sole discretion, waive or modify the minimum subscription amount.</li> </ul>
<b>10. Minimum Subsequent Subscription Amount</b>	<ul style="list-style-type: none"> <li>▪ Class A EUR, Class B EUR and Class D EUR: 100,- EUR</li> <li>▪ Class A CHF and Class B CHF: 100,- CHF</li> <li>▪ Class A USD and Class B USD: 100,- USD</li> <li>▪ Class B GBP: 100,- GBP</li> </ul>
<b>11. Subscription Fee</b>	<ul style="list-style-type: none"> <li>▪ Up to 1% for Class A EUR Shares, Class A CHF Shares, Class A USD Shares and Class D EUR Shares.</li> </ul>
<b>12. Redemption Fee</b>	<ul style="list-style-type: none"> <li>▪ There is no redemption fee.</li> </ul>
<b>13. Conversion charges</b>	N/A

<b>14. Cut-Off Time for Subscription and Redemption Orders</b>	4 p.m. Luxembourg time, two (2) Business Days before the relevant Valuation Day.
<b>15. Settlement of Subscription and Redemption Orders</b>	Two (2) Business Days after the relevant Valuation Day.
<b>16. Management Fee Company Fee)</b>	<ul style="list-style-type: none"> <li>▪ The "Management fee" is as follows: <ul style="list-style-type: none"> <li>➤ Class A EUR, Class A CHF, Class A USD and Class D EUR: 1.10% p.a.</li> <li>➤ Class B EUR, Class B CHF, Class B USD and Class B GBP: 0.55% p.a.</li> </ul> </li> </ul>
<b>17. Performance Fee</b>	<ul style="list-style-type: none"> <li>▪ The performance fee payable to the Management Company is calculated and crystallised daily based on the Net Asset Value of the Sub-Fund.</li> <li>▪ The performance fee is payable only if the following conditions are met cumulatively: <ol style="list-style-type: none"> <li>1) The performance of the Net Asset Value of the Sub-Fund must, calculated on a daily basis, exceed the performance of the Reference index value, as defined below, calculated on a daily basis.</li> <li>2) If the Net Asset Value of the Sub-Fund on the Valuation Day before deduction of the performance fee is above the Reference index value, a performance fee will be payable as a percentage of the absolute performance of the Sub-Fund. The performance fee is calculated on the basis of the number of shares of the Sub-Fund in circulation on the Valuation Day.</li> </ol> </li> <li>▪ The comparison between the performance of the Net Asset Value and the performance of the Reference index is re-calculated for each financial year. If there is a fall in the Net Asset Value at the end of a particular fee period, this fall will not be carried forward to subsequent fee periods for the purposes of calculating the performance fee.</li> <li>▪ The performance fee cannot be reimbursed if the Net Asset Value falls after payment of the performance fee.</li> </ul>

	<p><u>Performance Fee in percentage (%)</u></p> <p>- twenty percent (20)%.</p> <p><u>Reference index value: 6% per annum</u></p> <p>The 6% threshold corresponds to the 5-year annualized return of Thomson Reuters Global Focus Convertible Bond Index at the Sub-Fund's inception.</p> <p>The performance fee is paid annually.</p>
<b>18. Transaction Fee</b>	<ul style="list-style-type: none"> <li>▪ Up to 0.10% per transaction.</li> </ul>
<b>19. Valuation Day</b>	<ul style="list-style-type: none"> <li>▪ The Net Asset Value per Share of each Class in the Sub-Fund is calculated daily on each Business Day.</li> </ul>
<b>20. Distribution policy</b>	<ul style="list-style-type: none"> <li>▪ Accumulation for Class A EUR, Class A CHF, Class A USD, Class B EUR, Class B CHF, Class B USD and Class B GBP.</li> <li>▪ Distribution for Class D EUR Shares.</li> </ul>

---

## **DYNASTY SICAV S.A. - Dynasty Corporate Bonds 1 – 3**

*(hereinafter, referred to as the "Sub-Fund")*

---

### **1. Investment Objective**

- 1.1. The investment objective of the Sub-Fund is to provide positive returns over short term, through the selection of a portfolio of fixed income asset classes, markets and fixed income financial instruments offering an attractive yield considering the issuer's credit risk.
- 1.2. The Sub-Fund does not offer any form of guarantee with respect to investment performance and no form of capital protection applies.

### **2. Investment Policy**

- 2.1. The investment policy of the Sub-Fund consists in holding a portfolio of corporate fixed income securities. Such securities will have, at the time of their acquisition, an attractive yield, taking into account the creditworthiness of their issuer. The maturity or early reimbursement dates (put) of the fixed income securities held in portfolio will not exceed 6 years. The Sub-Fund's average credit duration will range between 1 and 3 and the Sub-Fund's average interest rate duration range from 0 to 3.
- 2.2. The Sub-Fund will invest up to one hundred percent (100%) of its net assets in fixed income securities, such as:
  - 2.2.1. Standard bonds;
  - 2.2.2. Convertible bonds or similar fixed income instruments;
  - 2.2.3. Money market instruments having a rating of at least "BBB-" (Standard & Poors) or any equivalent rating granted by a recognised rating agency.
- 2.3. The Sub-Fund may invest up to 10% of its net assets in equities (as a result (or not) of the conversion or restricting of bonds or similar fixed income instruments), warrants, futures, listed options and OTC derivatives.
- 2.4. The fixed income securities are only denominated in euros and mainly issued by European issuers (70% minimum). The balance, i.e. 30% maximum, can be invested in bonds issued by international issuers (i.e. non-European).
- 2.5. Standard bonds as well as convertible bonds will not have a minimum rating at the time of their acquisition. Exposure to High Yield or unrated bonds will therefore be possible up to 100% of the net assets of the Sub-Fund.
- 2.6. The Sub-Fund may invest up to 10% of its net assets in UCITS compliant with the Directive 2009/65/EC within the limits set in section 2.3. above. The investment objective of such UCITS shall be compatible with that of the Sub-Fund. Under such circumstances, the Sub-Fund may only invest in UCITS themselves investing in fixed income instruments and/or money market instruments. Such UCITS may be managed by the Management Company.



- 2.7. Derivatives instruments may only be used in the context of hedging the Sub-Fund's assets against the interest rate risk. The commitment resulting from such transactions and contracts may not exceed the Sub-Fund's assets.
- 2.8. The global exposure of derivatives and other positions in the portfolio will be measured using the commitment approach.
- 2.9. The selection of fixed income instruments will essentially depend on the analysis of their issuer's creditworthiness, based on a thorough analysis of their solvability. The Management Company will check that the risk taken is adequately remunerated by ensuring that the actuarial yield of the securities selected is attractive taking into account the issuer's creditworthiness. The Management Company will therefore analyse the bond's credit spread by comparing it to existing similar instruments and/or to the price of the corresponding Credit Default Swap. If unavailable, the spread will be compared to that of instruments issued by issuers of the same economic and/or geographical sector.
- 2.10. Any single issuer may not represent more than 10% of the net assets of the Sub-Fund.

### 3. Risk factors

- IF YOU ARE IN ANY DOUBT ABOUT THE RISK FACTORS RELEVANT TO AN INVESTMENT, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, LAWYER, ACCOUNTANT OR OTHER FINANCIAL ADVISOR. THE VALUE OF AN INVESTMENT MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE AMOUNT INVESTED.
- Investments in securities not only present the opportunity for the appreciation of the invested capital but are also frequently subject to substantial risks. The risks can include bond market risks, exchange rate, interest rate, credit and volatility risks as well as political risks or risks that are associated with such risks. These risks may also be combined with other risks.
- For this reason, potential investors should have experience with investment in instruments that are used as part of the specified investment policy. Furthermore, investors should only make an investment decision after having fully consulted their legal, tax and financial advisors, accountants or other advisors on the information which, together with the investment policy of the Sub-Fund, is contained in the present prospectus, and have taken into account their personal financial and tax situation and other circumstances.
- There can be no guaranty that the Sub-Fund will meet its investment objective.

	<ul style="list-style-type: none"> <li>➤ Bonds are subject to normal market risks.</li> <li>➤ Debt securities are subject to normal credit risk and, in addition, are subject to market risk if they are floating rate.</li> <li>➤ Investment in higher yielding securities generally entails increased credit default and market risk. Such securities are subject to the risk of an issuer's inability to meet principal and interest payments on its obligations (credit risk) and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity and as a result may be less liquid than lower yielding securities.</li> <li>➤ Investment in instruments qualifying as distressed securities is subject to distressed strategies risk involving higher financial business risks. Investments in instruments qualifying as distressed securities are limited to 10% of the Sub-Fund's net assets.</li> <li>▪ The Sub-Fund may invest in permitted financial instruments denominated in currencies other than the Reference Currency. Changes in foreign currency exchange rates will affect the value of Shares held in the Sub-Fund.</li> </ul>
<p><b>4. Profile of the typical investor</b></p>	<ul style="list-style-type: none"> <li>▪ In light of the Sub-Fund's investment objective it may be appropriate for investors who:             <ol style="list-style-type: none"> <li>1) Seek capital appreciation over the short-term.</li> <li>2) Accept the risks associated with this type of investment.</li> <li>3) Seek to invest in Fixed Income Securities.</li> </ol> </li> <li>▪ An investment in the Sub-Fund is not a deposit in a bank or other insured depository institution. Investment may not be appropriate for all investors. The Sub-Fund is not intended to be a complete investment programme and investors should consider their long-term investment goals and financial needs when making an investment decision about the Sub-Fund. An investment in the Sub-Fund is intended to be a long-term investment even if the Sub-Fund's investment objective is to provide positive returns over short term.</li> <li>▪ The Company seeks stable relationships with the Sub-Fund's investors and expects that a typical investor in the Sub-Fund will be an experienced and long-term investor who knows and accepts the risks associated with this type of investment, as set in section 4. "Risk Factors" of this Prospectus. The typical investor will be seeking to invest a portion of its overall portfolio in fixed income and floating rate securities with a rating below investment grade of issuers</li> </ul>

	domiciled within the European Union and within other European countries with the goal of obtaining capital appreciation.
<b>5. Sub-Fund's duration</b>	<ul style="list-style-type: none"> <li>▪ The Sub-Fund will have an average credit duration ranging from 1 to 3 and an interest rate duration ranging from 0 to 3.</li> </ul>
<b>6. Reference Currency</b>	<ul style="list-style-type: none"> <li>▪ The Reference Currency of the Sub-Fund is the Euro (EUR).</li> </ul>
<b>7. Denomination Currency</b>	<ul style="list-style-type: none"> <li>▪ Euro (EUR)</li> </ul>
<b>8. Classes of Shares</b>	<ul style="list-style-type: none"> <li>▪ Class A (offered to all investors) - denominated in EUR</li> <li>▪ Class B (offered to institutional investors) - denominated in EUR</li> <li>▪ Class D (offered to all investors) - denominated in EUR</li> </ul>
<b>9. Minimum Initial Subscription Amount</b>	<p>Class A: 100,- EUR            Class B: 10.000,- EUR            Class D: 100,- EUR</p> <ul style="list-style-type: none"> <li>▪ With regard to the Classes A, B and D, the Board of Directors may, at its sole discretion, waive or modify the minimum subscription amount.</li> </ul>
<b>10. Minimum Subsequent Subscription Amount</b>	<ul style="list-style-type: none"> <li>▪ Class A and Class B: 100,- EUR</li> <li>▪ Class D: 100,- EUR</li> </ul>
<b>11. Subscription Fee</b>	<ul style="list-style-type: none"> <li>▪ Up to 1% for Class A Shares and Class D Shares.</li> </ul>
<b>12. Redemption Fee</b>	<ul style="list-style-type: none"> <li>▪ There is no redemption fee.</li> </ul>
<b>13. Conversion charges</b>	N/A

<b>14. Cut-Off Time for Subscription and Redemption Orders</b>	4 p.m. Luxembourg time, two (2) Business Days before the relevant Valuation Day.
<b>15. Settlement of Subscription and Redemption Orders</b>	Two (2) Business Days after the relevant Valuation Day.
<b>16. Management Fee Company Fee)</b>	<ul style="list-style-type: none"> <li>▪ The ‘Management fee’ is as follows: <ul style="list-style-type: none"> <li>➤ Class A: 0.65% p.a.</li> <li>➤ Class B: 0.40% p.a.</li> <li>➤ Class D: 0.65% p.a.</li> </ul> </li> </ul>
<b>17. Performance Fee</b>	<ul style="list-style-type: none"> <li>▪ The performance fee payable to the Management Company is calculated and crystallised daily based on the Net Asset Value of the Sub-Fund.</li> <li>▪ The performance fee is payable only if the following conditions are met cumulatively: <ol style="list-style-type: none"> <li>1) The performance of the Net Asset Value of the Sub-Fund must, calculated on a daily basis, exceed the performance of the Reference index value, as defined below, calculated on a daily basis.</li> <li>2) If the Net Asset Value of the Sub-Fund on the Valuation Day before deduction of the performance fee is above the Reference index value, a performance fee will be payable as a percentage of the absolute performance of the sub-fund. The performance fee is calculated on the basis of the number of shares of the Sub-Fund in circulation on the Valuation Day.</li> </ol> </li> <li>▪ The comparison between the performance of the Net Asset Value and the performance of the Reference index is re-calculated for each financial year. If there is a fall in the Net Asset Value at the end of a particular fee period, this fall will not be carried forward to subsequent fee periods for the purposes of calculating the performance fee.</li> <li>▪ The performance fee cannot be reimbursed if the Net Asset Value falls after payment of the performance fee.</li> </ul>

	<p><u>Performance Fee in percentage (%)</u></p> <ul style="list-style-type: none"> <li>- fifteen percent (15)%.</li> </ul> <p><u>Reference index value: 3% per annum.</u></p> <p>The 3% threshold corresponds to yield the iBoxx EUR High Yield core cum crossover 1-3 LC at the Sub-Fund's inception.</p> <p>The performance fee is paid annually.</p>
<b>18. Transaction Fee</b>	<ul style="list-style-type: none"> <li>▪ Up to 0.10% per transaction.</li> </ul>
<b>19. Valuation Day</b>	<ul style="list-style-type: none"> <li>▪ The Net Asset Value per Share of each Class in the Sub-Fund is calculated daily on each Business Day.</li> </ul>
<b>20. Distribution policy</b>	<ul style="list-style-type: none"> <li>▪ Accumulation for Class A and Class B Shares.</li> <li>▪ Distribution for Class D Shares.</li> </ul>

## **Status of the sicav**



## STATUTS COORDONÉS

DYNASTY SICAV S.A.  
*Société anonyme*  
*Société d'investissement à capital variable*  
Siège social : 33A, avenue J.F. Kennedy, L-1855 Luxembourg  
R.C.S. Luxembourg B 188.656

*Constituée le 24 juin 2014 en vertu d'un acte de Maître Carlo WERSANDT, notaire de résidence à Luxembourg, publié au Mémorial C, numéro 2540 du 19 Septembre 2014.*

*Les Statuts ont été modifiés en dernier lieu par acte reçu par Maître Jean-Paul MEYERS, notaire de résidence à Esch-sur-Alzette, en date de ce jour, non encore publié au Mémorial C.*

\* \* \*

### **I. Denomination, Duration, Corporate object, Registered office**

#### **Art. 1. Denomination**

*There exists among the subscribers and all those who become owners of shares hereafter issued, a corporation in the form of an investment company with variable capital (société d'investissement à capital variable) under the name of "DYNASTY SICAV S.A." (hereinafter referred to as the "Company").*

#### **Art. 2. Duration**

*The Company is established for an unlimited period of time. The Company may be dissolved by a resolution of the shareholders adopted in the manner required for amendment of these Articles of Incorporation.*

#### **Art. 3. Corporate object**

**3.1.** *The sole object of the Company is the collective investment of its assets in transferable securities or other permitted assets pursuant to Part I of the Luxembourg law of 17 December 2010 on collective investment undertakings, as amended from time to time (loi relative aux organismes de placement collectif) (the "Law of 2010"), with the purpose of spreading investment risks and affording its shareholders the results of the management of its portfolio.*

**3.2.** *The Company may take any measures and carry on any operations deemed*

1





*useful for the accomplishment and development of its object in the broadest sense in the frame of the Law of 2010 as amended from time to time on undertakings for collective investment.*

**Art. 4. Registered office**

**4.1.** *The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg. Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the board of directors of the Company.*

**4.2.** *It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the sole shareholder or in case of plurality of shareholders by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles of Incorporation.*

**4.3.** *In the event that the board of directors determines that extraordinary political, economical, social or military developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg corporation.*

**II. Share capital, Variations of the share capital, Characteristics of the shares**

**Art. 5. Share capital**

**5.1.** *The share capital of the Company shall be at any time equal to the total net assets of the various sub-funds of the Company, as defined in Article 12 hereof.*

**5.2.** *The initial share capital of the Company is set at thirty-one thousand euro (31.000,- EUR) fully paid-up and represented by three thousand one hundred (3.100) shares with no par value, as defined in Article 8 hereof.*

**5.3.** *The capital of the Company must reach one million two hundred and fifty thousand euro (1.250.000,- EUR) within the first six (6) months following its approval by the regulator.*

**Art. 6. Variations in share capital**

**6.1.** *The share capital may be increased or decreased as a result of the issue by the Company of new fully paid-up shares or the repurchase by the Company of existing shares from its shareholders.*

**Art. 7. Sub-funds**

**7.1.** *The board of directors of the Company may, at any time, establish several pools of assets, each constituting a sub-fund, a "compartment" within the meaning the Law of 2010 as amended from time to time on undertakings for collective investment.*



7.2. *The board of directors shall attribute specific investment objectives and policies and a denomination to each sub-fund.*

**Art. 8. Classes of shares**

8.1. *The board of directors of the Company may, at any time, issue different classes of shares within one or more sub-funds. These classes of shares may differ in, inter alia, their charging structure, dividend policy or type of target investors.*

8.2. *Different classes of shares shall differ in their characteristics as more fully described in the current version of the prospectus of the Company.*

**Art. 9. Form of the shares**

9.1. *The Company shall issue shares of each sub-fund and each class of shares in registered form.*

9.2. *Shares are issued in uncertificated form with a confirmation statement, unless a share certificate is specifically requested at the time of subscription, and in such case, the subscriber will bear the risk and any additional expense arising from the issue of such certificate. Holders of certificated shares must return their share certificates, duly renounced, to the Company before conversion or redemption instructions may be effected.*

9.3. *A register of shareholders shall be kept at the registered office of the Company. Such share register shall set forth the name of each shareholder, his residence or elected domicile, the number of shares held by him, the class of each such share, the amounts paid for each such share, the transfer of shares and the dates of such transfers. The share register is conclusive evidence of ownership. The Company treats the registered owner of a share as the absolute and beneficial owner thereof.*

9.4. *The transfer of a registered share shall be effected by a written declaration of transfer inscribed on the register of shareholders, such declaration of transfer to be dated and signed by the transferor and the transferee or by persons holding suitable powers of attorney to act therefore. The Company may also accept as evidence of transfer other instruments of transfer satisfactory to the Company.*

9.5. *Any owner of registered shares has to indicate to the Company an address to be maintained in the share register. All notices and announcements of the Company given to owners of registered shares shall be validly made at such address. Any shareholder may, at any moment, request in writing amendments to his address as maintained in the share register. In case no address has been indicated by an owner of registered shares, the Company is entitled to deem that the necessary address of the shareholder is at the registered office of the Company.*

9.6. *The address of the shareholders as well as all other personal data of shareholders collected by the Company and/or any of its agents may be, subject to applicable local laws and regulations, collected, recorded, stored, adapted, transferred or otherwise*



processed and used ("processed") by the Company, its agents and any subsidiary or affiliate thereof, which may be established outside Luxembourg and/or the European Union. Such data may be processed for the purposes of account administration, anti-money laundering and counter-terrorist financing identification, tax identification (including, but not limited to, for the purpose of compliance with the Foreign Account Tax Compliance Act, as might be amended, completed or supplemented ("FATCA")) or such other purposes further described in the prospectus as well as, to the extent permissible and under the conditions set forth in Luxembourg laws and regulations and any other local applicable laws and regulations, the development of business relationships, including sales and marketing. Personal data shall be disclosed to third parties where necessary for legitimate business interests only. This may include disclosure to third parties such as governmental or regulatory bodies including tax authorities, auditors, accountants, investment managers, investment advisers, paying agents and subscription and redemption agents, distributors as well as permanent representatives in places of registration and any other agents of the Entities who may process the personal data for carrying out their services and complying with legal obligations as further described in the prospectus (as the case may be).

**9.7.** The shares are issued, and share certificates if requested are delivered, only upon the acceptance of the subscription and the receipt of the subscription price under the conditions as set out in the current prospectus.

**9.8.** The Company will recognise only one holder in respect of each share in the Company. In the event of joint ownership, the Company may suspend the exercise of any right deriving from the relevant share or shares until one person shall have been designated to represent the joint owners vis-à-vis the Company.

#### **Art. 10. Loss or destruction of share certificates**

**10.1.** If any shareholder can prove to the satisfaction of the Company that his share certificate has been mislaid or destroyed, then at his request, a duplicate share certificate may be issued under such conditions and guarantees as the Company may determine, including an indemnity or other verification of title or claim to title countersigned by a bank, stockbroker or other party acceptable to the Company. Upon the issue of the new share certificate, on which it shall be recorded that it is a duplicate, the original share certificate shall become null and void.

**10.2.** Mutilated or defaced share certificates may be exchanged for new ones by order of the Company. The mutilated or defaced certificates shall be delivered to the Company and shall be annulled immediately. The Company, at its discretion, may charge the shareholder for the costs of a duplicate or of a new share certificate, as well as all costs and reasonable expenses incurred by the Company in connection with the issuance and registration thereof, or in connection with the annulment of the old share certificate.



**Art. 11. Limitation to the ownership of shares**

**11.1.** *The Company may impose or relax such restrictions on any sub-fund or class of shares as it may think necessary for the purpose of ensuring that no shares in the Company or no shares of any sub-fund in the Company are acquired or held by (a) any person in breach of any laws or regulations of any country or governmental or regulatory authority if the Company, any shareholder or any other person (all as determined by the board of directors) would suffer any pecuniary or other disadvantage as a result of such breach) or (b) any person in circumstances which in the opinion of the board of directors might result in the Company incurring any liability to taxation (including inter alia any liability that might derive from the Foreign Account Tax Compliance Act ("FATCA")) or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered, including a requirement to register under any securities or investment or other laws or requirements of any country or authority. More specifically, the Company may restrict or prevent the ownership of shares in the Company by any person, firm or corporate body, and without limitation, by any "U.S. person", (as defined hereafter) and any person, firm or corporate body targeted by FATCA.*

**11.2.** *For such purposes, the Company may, at its discretion and without liability:*

**11.2.1.** *decline to issue any share and decline to register any transfer of a share, where it appears that such registration or transfer would or may eventually result in the beneficial ownership of said share by a person who is precluded from holding shares in the Company;*

**11.2.2.** *at any time require any person whose name is entered in the register of shareholders to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares rests in a person who is precluded from holding shares in the Company; and/or*

**11.2.3.** *where it appears to the Company that any person, who is precluded from holding shares in the Company, either alone or in conjunction with any other person, is a beneficial owner of shares, compulsorily purchase from any such shareholder all shares held by such shareholder; or*

**11.2.4.** *where it appears to the Company that one or more persons are the owners of a proportion of the shares in the Company which would render the Company subject to tax or other regulations of jurisdictions other than Luxembourg, compulsorily repurchase all or a proportion of the shares held by such shareholders.*

**11.3.** *In such cases enumerated at 11.2.1. to 11.2.4. (inclusive) hereabove, the following proceedings shall be applicable:*

**11.3.1.** *The Company shall serve a notice (hereinafter referred to as the "redemption*





notice") upon the holders of shares subject to compulsory repurchase; the redemption notice shall specify the shares to be repurchased as aforesaid, the redemption price (as defined here below) to be paid for such shares and the place at which this price is payable. Any such notice may be served upon such shareholder by registered mail, addressed to such shareholder at his address as indicated in the share register. The said shareholder shall thereupon forthwith be obliged to deliver to the Company the share certificate, if issued, representing shares specified in the redemption notice. Immediately after the close of business on the date specified in the redemption notice, such shareholder shall cease to be the owner of the shares specified in the redemption notice, the share register shall be amended accordingly and the share certificate, if issued, representing such shares shall be cancelled in the books of the Company.

**11.3.2.** The price at which the shares specified in any redemption notice shall be purchased (hereinafter referred to as the "redemption price") shall be an amount equal to the net asset value per share of the class and the sub-fund to which the shares belong, determined in accordance with Article 12 hereof, as at the date of the redemption notice.

**11.3.3.** Subject to all applicable laws and regulations, payment of the redemption price will be made to the owner of such shares in the currency in which the shares are denominated, and will be deposited by the Company with a bank in Luxembourg or elsewhere (as specified in the redemption notice) for payment to such owner upon surrender of the share certificate, if issued, representing the shares specified in such redemption notice. Upon deposit of such redemption price as aforesaid, no person interested in the shares specified in such redemption notice shall have any further interest in such shares or any claim against the Company or its assets in respect thereof, except the right of the shareholder appearing as the owner thereof to receive the redemption price so deposited (without interest) from such bank upon effective surrender of the share certificate, if issued, as aforesaid.

**11.3.4.** The exercise by the Company of the powers conferred by this Article 11 shall not be questioned or invalidated in any case on the ground that there was insufficient evidence of ownership of shares by any person at the date of any redemption notice, provided that in such case the said powers were exercised by the Company in good faith.

**11.4.** The Company may also, at its discretion and without liability, decline to accept the vote of any person who is precluded from holding shares in the Company at any meeting of shareholders of the Company.

**11.5.** Whenever used in these Articles of Incorporation, the term "U.S. person" shall have the meaning set forth in the prospectus. The board of directors may from time to time amend or clarify the term U.S. person in the prospectus.

**11.6.** In addition to the foregoing, the board of directors may restrict the issue and transfer of shares of a class of shares or of a sub-fund to institutional investors within the



meaning of the Article 174 of the Law ("Institutional Investor(s)"). The board of directors may, at its discretion, delay the acceptance of any subscription application for shares of a class of shares or of a sub-fund reserved for Institutional Investors until such time as the Company has received sufficient evidence that the applicant qualifies as an Institutional Investor. If it appears at any time that a holder of shares of a class of shares or of a sub-fund reserved to Institutional Investors is not an Institutional Investor, the board of directors will convert the relevant shares into shares of a class of shares or of a sub-fund which is not restricted to Institutional Investors (provided that there exists such a class of shares or of a sub-fund with similar characteristics) or compulsorily redeem the relevant shares in accordance with the provisions set forth above in this Article. The board of directors will refuse to give effect to any transfer of shares and consequently refuse for any transfer of shares to be entered into the register of shareholders in circumstances where such transfer would result in a situation where shares of a class of shares or of a sub-fund to Institutional Investors would, upon such transfer, be held by a person not qualifying as an Institutional Investor. In addition to any liability under applicable law, (i) each shareholder who is precluded from holding shares in the Company who holds shares of the Company or (ii) each shareholder who does not qualify as an Institutional Investor who holds shares in a class of shares or of a sub-fund restricted to Institutional Investors or, shall hold harmless and indemnify the Company, the board of directors, the other shareholders of the relevant class of shares or of a sub-fund and the Company's agents for any damages, losses and expenses resulting from or connected to such holding circumstances where the relevant shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Institutional Investor or has failed to notify the Company of its change of such status.

### **III. Net asset value, issue and repurchase of shares, Suspension of the calculation of the net asset value**

#### **Art. 12. Net asset value**

**12.1.** The net asset value per share of each class of shares in each sub-fund of the Company shall be determined periodically by the Company, but in any case not less than twice per month, as the board of directors may determine (every such day for determination of the net asset value being referred to herein as the "Valuation Day") on the basis of the last available prices in Luxembourg. If such day falls on a (legal or bank) holiday in Luxembourg, then the valuation day shall be the first succeeding full bank business day in Luxembourg.

**12.2.** The net asset value per share is expressed in the reference currency of each sub-fund and, for each class of shares for all sub-funds, is determined by dividing the value of the total assets of each sub-fund properly allocable to such class of shares less the value of the total liabilities of such sub-fund properly allocable to such class of shares by the total number of shares of such class outstanding on any valuation day.

/ 7

**12.3.** *If after the calculation of the net asset value in Luxembourg, there has been a material change in the quotations on the markets on which a substantial portion of the investments attributable to a particular sub-fund are dealt or quoted, the Company may, in order to safeguard the interests of shareholders and the Company, cancel the first valuation and carry out a second valuation. All requests for subscription or redemption received to be executed on the first valuation will be executed on the second valuation.*

**12.4.** *Upon the creation of a new sub-fund, the total net assets allocated to each class of shares of such sub-fund shall be determined by multiplying the number of shares of a class issued in the sub-fund by the applicable purchase price per share. The amount of such total net assets shall be subsequently adjusted when shares of such class are issued or repurchased according to the amount received or paid as the case may be.*

**12.5.** *The valuation of the net asset value per share of the different classes of shares shall be made in the following manner:*

The Company's assets shall include:

1. any cash in hand or on deposit including any outstanding interest, that has not yet been received and any interest accrued on these deposits up until the Valuation Day;
2. all bills and promissory notes payable at sight as well as all accounts receivable (including proceeds from the disposal of securities for which the price has not yet been paid);
3. all transferable securities, money market instruments, units, shares, debt securities, option or subscription rights and other investments owned by the Company (provided that the Company may make adjustments in a manner not inconsistent with paragraph (i) below with regard to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights or by similar practices);
4. all dividends and distributions receivable by the Company in cash or securities to the extent that the Company is aware thereof;
5. all outstanding interest that has not yet been received and all interest accrued up until the valuation day on securities or other interest bearing assets owned by the Company, unless such interest is included in the principal of the securities;
6. the liquidating value of all futures, forward, call or put options contracts the Company has an open position in;
7. all swap contracts entered into by the Company; and
8. any other assets whatsoever, including prepaid expenses.

The value of these assets will be determined as follows:

- a. the value of any cash on hand or on deposit;
- b. bills and demand notes and accounts receivable, prepaid expenses, cash dividends, interest declared or accrued and not yet received, all of which are 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;

c. securities and money market instruments listed on a recognised stock exchange or dealt on any other regulated market that operates regularly, is recognised and is open to the public, will be valued at their last available closing price on the principal market on which such securities are traded;

d. in the event that the last available closing price does not, in the opinion of the Board of Directors, truly reflect the fair market value of the relevant securities and money market instruments, the value of such securities will be defined by the Board of Directors based on the reasonably foreseeable sales proceeds determined prudently and in good faith;

e. securities and money market instruments not listed or traded on a stock exchange or not dealt on another regulated market will be valued on the basis of the probable sales proceeds determined prudently and in good faith by the Board of Directors;

f. the liquidating value of futures, forward or options contracts not traded on exchanges or on other regulated markets shall mean their net liquidating value determined, pursuant to the policies established by the Board of Directors, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts traded on exchanges or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchanges and regulated markets on which the particular futures, forward or options contracts are traded by the Company; provided that if a futures, 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 shall be such value as the Board of Directors may deem fair and reasonable;

g. the value of swaps shall be determined by applying a recognised and transparent valuation method on a regular basis; and

h. all other securities and other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

Any assets held in a particular Sub-Fund not expressed in the Reference Currency in which the shares of such Sub-Fund are denominated will be translated into the Reference Currency at the rate of exchange prevailing in a recognised market at 5.00 pm in Luxembourg on the relevant Valuation Day – 1 unless otherwise provided in the prospectus.

The liabilities of the Company shall be deemed to include:

1. all loans, bills and accounts payable; and
2. all accrued or payable administrative expenses (including the All-inclusive Fees and any other third party fees);
3. all known liabilities, present and future, including all matured contractual

obligations for payment of money or property;

4. an appropriate provision for future taxes based on capital and income to the relevant Valuation Day, as determined from time to time by the Company, and other reserves, if any, authorised and approved by the Board of Directors; and

5. all other liabilities of the Company of whatsoever kind and nature except liabilities represented by Shares of the Company. In determining the amount of such liabilities, the Company shall take into account all expenses payable and all costs incurred by the Company, which shall comprise the All-inclusive Fees, fees payable to its directors (including all reasonable out-of-pocket expenses), investment advisors (if any), accountants, the administrative agent, corporate agents, domiciliary agents, paying agents, registrars, transfer agents, permanent representatives in places of registration, distributors, trustees, fiduciaries, correspondent banks and any other agent employed by the Company, fees for legal and auditing services, costs of any proposed listings and of maintaining such listings, promotion, printing, reporting and publishing expenses (including reasonable marketing and advertising expenses and costs of preparing, translating and printing in different languages) of prospectuses, addenda, explanatory memoranda, registration statements, annual reports and semi-annual reports, all taxes levied on the assets and the income of the Company (in particular, the "taxe d'abonnement" and any stamp duties payable), registration fees and other expenses payable to governmental and supervisory authorities in any relevant jurisdictions, insurance costs, costs of extraordinary measures carried out in the interests of Shareholders (in particular, but not limited to, arranging expert opinions and dealing with legal proceedings) and all other operating expenses, including the cost of buying and selling assets, custody fee and customary transaction fees and charges charged by the Depositary Bank or its agents (including free payments and receipts and any reasonable out-of-pocket expenses, i.e. stamp taxes, registration costs, scrip fees, special transportation costs, etc.), customary brokerage fees and commissions charged by banks and brokers for securities transactions and similar transactions, interest and postage, telephone, facsimile and telex charges. The Company may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

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

#### **Art. 13. Issue, redemption and conversion of shares**

**13.1.** *The board of directors is authorised to issue further fully paid-up shares of each class and of each sub-fund at any time at a price based on the net asset value per share for each class of shares and for each sub-fund determined in accordance with Article 12 hereof, as of such valuation day as is determined in accordance with such policy as the board of*

directors may from time to time determine. Such price may be increased by applicable front-end charges, if any, as approved from time to time by the board of directors. Payment for shares must be received by the custodian in the reference currency of the relevant sub-fund no later than six bank business days in Luxembourg following the applicable valuation day.

**13.2.** The board of directors may delegate to any duly authorised director or officer of the Company or to any other duly authorised person, the duty of accepting subscriptions and of receiving payment for such new shares.

**13.3.** The Company may agree to issue shares as consideration for a contribution in kind of securities, in compliance with the relevant investment policy and restrictions and the conditions set forth by Luxembourg law, in particular the obligation to deliver a valuation report from the auditor of the Company ("réviseur d'entreprises agréé"). The Company shall bear all costs relating to such contribution in kind.

**13.4.** All new share subscriptions shall be entirely paid in, and the shares issued carry the same rights as those shares in existence on the date of the issuance.

**13.5.** If the directors determine that it would be detrimental to the existing shareholders of the Company to accept a subscription for shares of any sub-fund that represents more than 10% of the net assets of such sub-fund, then they may postpone the acceptance of such subscription and, in agreement with the incoming shareholder, may require him to stagger his proposed subscription over an agreed period of time.

**13.6.** The Company may reject any subscription in whole or in part, and the directors may, at any time and from time to time and in their absolute discretion without liability and without notice, discontinue the issue and sale of shares of any class in any one or more sub-funds.

**13.7.** Any shareholder may request the redemption of all or part of his shares by the Company under the terms and conditions set forth by the board of directors in the prospectus and within the limits as provided in this Article 13. The redemption price per share shall be paid within a period as determined by the board of directors which shall not exceed three business days from the relevant valuation day, as it is determined in accordance with such policy as the board of directors may from time to time determine, provided that the share certificates, if any, and the transfer documents have been received by the Company. The redemption price shall be equal to the net asset value per share relative to the class and to the sub-fund to which it belongs, determined in accordance with the provisions of Article 12 hereof, decreased by charges and commissions, if any, at the rate provided in the prospectus. Any such request for redemption must be filed by such shareholder in written form at the registered office of the Company in Luxembourg or with any other legal entity appointed by the Company for the redemption of shares. The request shall be accompanied by the certificate(s) for such shares, if issued. The relevant redemption price may be rounded down to the nearest cent (0.01) of

11



*the relevant reference currency.*

**13.8.** *The Company shall ensure that at all times each sub-fund has enough liquidity to enable satisfaction of any requests for redemption of shares.*

**13.9.** *If as a result of any request for redemption, the aggregate net asset value of the shares held by a shareholder in any class of shares would fall below such value as determined by the board of directors and as described in the prospectus, then the Company may decide that this request be treated as a request for redemption for the full balance of such shareholder's holding of shares in such class.*

**13.10.** *Further, if at any given date redemption requests pursuant to this Article 13 and conversion requests exceed 10% of the net assets of any one sub-fund, such requests may be subject to additional procedures as set forth in the prospectus. On the next relevant valuation day, these redemption and conversion requests will be met in priority to later requests.*

**13.11.** *The Company will have the right, if the board of directors so determines and with the consent of the shareholder concerned, to satisfy payment of the redemption price to any shareholder in kind by allocating to such shareholder investments from the pool of assets set up in connection with such classes of shares equal in value (calculated in a manner as described in Article 12 hereof) as of the valuation day on which the redemption price is calculated to the value of shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders of the relevant class of shares, and the valuation used may be confirmed by a special report of the auditor. The cost of such transfer shall be borne by the transferee.*

**13.12.** *Shares redeemed by the Company shall be cancelled in the books of the Company.*

**13.13.** *Any shareholder is entitled within a given class to request the conversion of all or part of his shares, provided that the board of directors may:*

**13.13.1.** *set terms and conditions as to the right for and frequency of conversion of shares between sub-funds; and*

**13.13.2.** *subject conversions to the payment of such charges and commissions as it*

**13.14.** *If as a result of any request for conversion, the aggregate net asset value of the shares held by a shareholder in any class of shares would fall below such value as determined by the board of directors and provided for in the prospectus, then the Company may decide that this request be treated as a request for conversion for the full balance of such shareholder's holding of shares in such class.*

**13.15.** *Such a conversion shall be effected on the basis of the net asset value of the relevant shares of the different sub-funds, determined in accordance with the provisions of*



Article 12 hereof. The relevant number of shares may be rounded down to the nearest cent (0.01) of the relevant reference currency.

**13.16.** *The shares which have been converted into another sub-fund will be cancelled.*

**13.17.** *The requests for subscription, redemption and conversion shall be received at the location designated to and for this effect by the board of directors as provided for in the prospectus.*

**Art. 14. Temporary suspension of the calculation of the net asset value and of the issue, the redemption and the conversion of shares**

**14.1.** *The Company may suspend the calculation of the net asset value of one or more sub-funds and the issue, redemption and conversion of any classes of shares in the following circumstances:*

**14.1.1.** *during any period when any of the principal stock exchanges or other markets on which a substantial portion of the investments of the Company attributable to such Sub-Fund from time to time is quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that such restriction or suspension affects the valuation of the investments of the Company attributable to such Sub-Fund quoted thereon;*

**14.1.2.** *during any period when the publication of an index, underlying of a financial derivative instrument representing a material part of the assets of the relevant sub-fund is suspended;*

**14.1.3.** *during any period when the determination of the net asset value per share of the underlying fund of funds or the dealing of their shares/units in which a sub-fund is materially invested is suspended or restricted.*

**14.1.4.** *during the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors as a result of which disposal or valuation of assets owned by the Company attributable to such Sub-Fund would be impracticable;*

**14.1.5.** *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 price or value on any stock exchange or other market in respect of the assets attributable to such Sub-Fund;*

**14.1.6.** *during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Sub-Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange;*

**14.1.7.** *when for any other reason the prices of any investments owned by the*

*Company attributable to such Sub-Fund cannot promptly or accurately be ascertained; or*

**14.1.8.** *upon the publication of a notice convening a general meeting of Shareholders for the purpose of winding-up the Company or of merging one or more sub-fund(s) or class(es).*

**14.2.** *The suspension of the calculation of the net asset value of any particular Sub-Fund, Class shall have no effect on the determination of the Net Asset Value per Share or on the issue, redemption and conversion of Shares of any Class and/or Sub-Fund that is not suspended.*

**14.3.** *Any request for subscription, redemption or conversion shall be irrevocable except in the event of a suspension of the determination of the Net Asset Value per Share.*

**14.4.** *An information notice of the beginning and of the end of any period of suspension will be sent to all the Shareholders of the Company. If required by any applicable laws in the country(ies) in which the Company is available to the public, the Company will publish notice of the suspension of the determination of the Net Asset Value per Share, in at least one daily newspaper in such country(ies).*

**14.5.** *The Luxembourg regulatory authority, and the relevant authorities of any member states of the European Union in which Shares of the Company are marketed, will be informed of any such suspension. Notice will likewise be given to any subscriber or Shareholder as the case may be applying for subscription, conversion or redemption of Shares in the Sub-Fund(s) concerned.*

#### **IV. General shareholders' meetings**

##### **Art. 15. General provisions**

**15.1.** *Any regularly constituted meeting of the shareholders of the Company shall represent the entire body of shareholders of the Company. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.*

##### **Art. 16. Art. Annual general shareholders' meeting**

**16.1.** *The annual general meeting of shareholders shall be held, in accordance with Luxembourg law, at the registered office of the Company or such other place in Luxembourg as may be specified in the notice of the meeting, on the last Wednesday of the month of March (unless such date falls on a legal bank holiday, in which case on the next Luxembourg Business Day) at 15:00 (Luxembourg time).*

**16.2.** *The annual general meeting may be held abroad if, in the absolute and final judgment of the board of directors, exceptional circumstances so require.*

**16.3.** *Other meetings of shareholders may be held at such place and time as may be specified in the respective notices of meeting.*

##### **Art. 17. General meetings of shareholders of classes of shares**

**17.1.** *The shareholders of the class of shares issued in respect of any sub-fund may hold, at any time, general meetings to decide on any matters which relate exclusively to such*

class of shares in such sub-fund. In addition, the shareholders of any class of shares may hold, at any time, general meetings to decide on any matters which relate exclusively to such class of shares. The general provisions set out in these articles of incorporation, as well as in the Luxembourg law dated 10 August 1915, as amended from time to time, on commercial companies, shall apply to such meetings.

**Art. 18. Functioning of shareholders' meetings**

**18.1.** *The quorum and time required by law shall govern the notice for and conduct of the meetings of shareholders of the Company, unless otherwise provided herein.*

**18.2.** *Each share, regardless of the class and of the sub-fund to which it belongs, is entitled to one vote, subject to the limitations imposed by these articles. A shareholder may act at any meeting of shareholders by appointing another person as his proxy in writing or by cable, telegram, telex or facsimile transmission. Fractions of shares are not entitled to a vote.*

**18.3.** *Except as otherwise required by law or as otherwise provided herein, resolutions at a meeting of shareholders duly convened will be passed by simple majority of those present and voting.*

**18.4.** *The board of directors may determine all other conditions that must be fulfilled by shareholders for them to take part in any meeting of shareholders.*

**18.5.** *Further, the shareholders of each class and of each sub-fund separately will deliberate and vote (subject to the conditions of quorum and majority voting as provided by law) on the following items:*

**18.5.1.** *affectation of the net profits of their sub-fund and class; and*

**18.5.2.** *resolutions affecting the rights of the shareholders of one class or of one sub-fund vis-à-vis of the other classes and/or sub-funds.*

**Art. 19. Notice to the general shareholders' meetings**

**19.1.** *Shareholders shall meet upon call by the board of directors. To the extent required by law, the notice shall be published in the *Mémorial C - Recueil des Sociétés et Associations* of Luxembourg, in a Luxembourg newspaper and in such other newspapers as the board of directors may decide.*

**V. Management of the Company**

**Art. 20. Management**

**20.1.** *The Company shall be managed by a board of directors composed of not less than three members who need not to be shareholders of the Company.*

**Art. 21. Duration of the functions of the directors, renewal of the board of directors**

**21.1.** *The directors shall be elected by the general shareholders' meeting for a period not exceeding six years and until their successors are elected and qualified, provided, however, that a director may be removed with or without cause and/or replaced at any time by*



*resolution adopted by the shareholders.*

**21.2.** *In the event of a vacancy in the office of a director because of death, retirement or otherwise, the remaining directors may meet and may elect, by majority vote, a director to fill such vacancy on a provisional basis until the next general meeting of shareholders.*

**Art. 22. Committee of the board of directors**

**22.1.** *The board of directors shall choose from among its members a chairman, and may choose from among its members one or more vice-chairmen. It may also choose a secretary, who need not be a director, who shall be responsible for keeping the minutes of the meetings of the board of directors and of the shareholders.*

**Art. 23. Meetings and deliberations of the board of directors**

**23.1.** *The board of directors shall meet upon call by the chairman, or any two directors, at the place indicated in the notice of meeting.*

**23.2.** *The chairman shall preside at all meetings of shareholders and the board of directors, but in his absence the shareholders or the board of directors may appoint another director by a majority vote to preside at such meetings. For general meetings of shareholders and in the case no director is present, any other person may be appointed as chairman.*

**23.3.** *The board of directors from time to time may appoint officers of the Company, including a general manager, any assistant managers, assistant secretaries or other officers considered necessary for the operation and management of the Company. Any such appointment may be revoked at any time by the board of directors. Officers need not be directors or shareholders of the Company. The officers appointed, unless otherwise stipulated herein, shall have the powers and duties given to them by the board of directors.*

**23.4.** *Written notice of any meeting of the board of directors shall be given to all directors at least three days in advance of the hour set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. This notice may be waived by the consent in writing or by cable, telegram, telex or facsimile transmission of each director. Separate notice shall not be required for meetings held at times and places prescribed in a schedule previously adopted by resolution of the board of directors.*

**23.5.** *Any director may act at any meetings of the board of directors by appointing, in writing or by cable, telegram, telex or facsimile transmission, another director as his proxy. One director may replace several other directors.*

**23.6.** *Any director who is not physically present at the location of a meeting may participate in such a meeting of the board of directors by conference call or similar means of communication equipment, whereby all persons participating in the meeting can hear each other, and participating in a meeting by such means shall constitute presence in person at such meeting.*

**23.7.** *Directors may not bind the Company by their individual signature, except as specifically permitted by resolution of the board of directors.*

**23.8.** *The board of directors can deliberate or act validly only if at least fifty per cent of the directors are present or represented at a meeting of directors. Decisions shall be taken by a majority of the votes of the directors present or represented at such meeting. The chairman shall have the casting vote.*

**23.9.** *Resolutions signed by all members of the board of directors will be as valid and effectual as if passed at a meeting duly convened and held. Such signatures may appear on a single document or multiple copies of an identical resolution and may be evidenced by letters, cables, telegrams, telexes, facsimile transmission and similar means. The date of such a resolution shall be the date of the last signature.*

**23.10.** *The board of directors may delegate its powers to conduct the daily management and affairs of the Company and its powers to carry out acts in furtherance of the corporate policy and purpose, to natural persons or corporate entities which need not be members of the board.*

**Art. 24. Minutes**

**24.1.** *The minutes of any meeting of the board of directors shall be signed by the chairman, or in his absence, by the chairman pro-tempore who presides at such meeting.*

**24.2.** *Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by such chairman, or by the secretary, or by two directors.*

**Art. 25. Engagement of the Company vis-à-vis third persons**

**25.1.** *The Company shall be engaged by the signature of two members of the board of directors or by the individual signature of any duly authorised director or officer of the Company or by the individual signature of any other person to whom authority has been delegated by the board of directors from time to time.*

**Art. 26. Powers of the board of directors**

**26.1.** *The board of directors determines the general orientation of the management and of the investment policy, as well as the guidelines to be followed in the management of the Company, always in application of the principle of risk diversification.*

**Art. 27. Interest**

**27.1.** *No contract or other transaction which the Company and any other corporation or firm might enter into shall be affected or invalidated by the fact that any one or more of the directors or officers of the Company are interested in, or is a director, associate, officer or employee of such other corporation or firm.*

**27.2.** *Any director or officer of the Company who serves as a director, officer or employee of any corporation or firm with which the Company shall contract or otherwise*

*engage in business shall not, by reason of such affiliation with such other corporation or firm be prevented from considering and voting or acting upon any matters with respect to such contract or other business.*

**27.3.** *In the event that any director or officer of the Company may have any personal interest in any transaction of the Company, such director or officer shall make known to the board of directors such personal interest and shall not consider or vote on any such transaction and such director's or officer's interest therein, shall be reported to the next succeeding meeting of shareholders.*

**27.4.** *The term "personal interest", as used in the preceding sentence, shall not include any position, relationship with or interest in any matter, position or transaction involving the Company, their subsidiaries and associated companies or such other corporation or entity as may from time to time be determined by the board of directors in its discretion.*

**Art. 28. Indemnification of the directors**

**28.1.** *The Company shall indemnify any director or officer, and his heirs, executors and administrators, against expenses reasonable incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Company or, at its request, of any other corporation of which the Company is a shareholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.*

**Art. 29. Allowances to the board of directors**

**29.1.** *The general meeting of shareholders may allow the members of the board of directors, as remuneration for services rendered, a fixed annual sum, as directors' remuneration, such amount being carried as general expenses of the Company and which shall be divided at the discretion of the board of directors among themselves.*

**29.2.** *Furthermore, the members of the board of directors may be reimbursed for any expenses incurred on behalf of the Company insofar as they are reasonable.*

**29.3.** *The remuneration of the chairman or the secretary of the board of directors as well as those of the general manager(s) and officers shall be fixed by the board.*

**Art. 30. Advisor, portfolio managers, custodian and other contractual parties**

**30.1.** *The Company may enter into an investment advisory/management agreement in order to be advised and assisted while managing its portfolio, as well as enter into portfolio management agreements with one or more portfolio managers.*



**30.2.** *In addition, the Company shall enter into service agreements with other contractual parties, for example an administrative, corporate and domiciliary agent to fulfil the role of "administration centrale" of the Company.*

**30.3.** *The Company shall enter into a custody agreement with a bank (hereinafter referred to as the "Custodian") which shall satisfy the requirements of the Law of 2010 as amended from time to time on undertakings for collective investment. All transferable securities and cash of the Company are to be held by or to the order of the Custodian who shall assume towards the Company and its shareholders the responsibilities provided by law.*

**30.4.** *In the event of the Custodian desiring to retire the board of directors shall use their best endeavours to find another bank to be Custodian in place of the retiring Custodian and the board of directors shall appoint such bank as Custodian. The board of directors may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor Custodian shall have been appointed in accordance with these provisions to act in the place thereof.*

**Art. 31. Investment Policies and Restrictions**

**31.1.** *The board of directors, based upon the principle of risk spreading, has the power to determine (i) the investment objectives and policies to be applied in respect of each sub-fund, (ii) the hedging strategy to be applied to specific classes of shares within particular sub-funds and (iii) the course of conduct of the management and business affairs of the Company, all within the restrictions as shall be set forth by the board of directors in compliance with applicable laws and regulations in Luxembourg.*

**31.2.** *Investment Restrictions applying to the investments of the Company, as well as to the investments of each of the Sub-Funds are detailed in Appendix A of the Prospectus of the Company. In particular, the directors have decided that the following restrictions will apply to the investments of the Company, as well as to the investments of each of the Sub-Funds:*

**1. (1) The Company may invest in:**

b) *transferable securities and money market instruments admitted to or dealt in on a regulated market within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments;*

c) *Transferable securities and money market instruments dealt in on another market in a Member State of the European Union which is regulated, operates regularly and is recognised and open to the public;*

d) *transferable securities and money market instruments admitted to official listing on a stock exchange or dealt in on another market which is regulated, operates regularly and is recognised and open to the public in Argentina, Australia, Brazil, Canada, Chili, Egypt, Hong Kong, India, Indonesia, , Jersey, Japan, Malaysia, Mexico, Norway, People's Republic*

of China, the Russian Federation, Singapore, South Africa, the United Arab Emirates, South Korea, Switzerland, Thailand, Turkey and the United States of America;

e) Recently issued transferable securities and money market instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on a regulated market, as defined in sections a), b) and c) above, and such admission is secured within one year of the issue;

f) units of UCITS and/or other UCIs, whether situated in an EU Member State or not, provided that:

- such other UCIs have been authorised under the laws of any Member State of the EU or under the laws of those countries which can provide that they are subject to supervision considered by the CSSF to be equivalent to that laid down in European Community Law and that cooperation between authorities is sufficiently ensured;

- the level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC, as amended;

- the business of such other UCIs is reported in half-yearly and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period;

- no more than 10% of the assets of the UCITS or of the other UCIs, whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other UCITS or other UCIs.

g) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a country which is an OECD member state and a FATF State;

h) financial derivative instruments, including equivalent cash-settled instruments, dealt in on a regulated market and/or financial derivative instruments dealt in over-the-counter ("OTC derivatives"), provided that:

- the underlying consists of instruments covered by this section (I) (1), financial indices, interest rates, foreign exchange rates or currencies, in which the Company may invest according to its investment objective;

- the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Luxembourg supervisory authority;

- the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair



value at the Company's initiative;

and/or

i) money market instruments other than those dealt in on a regulated market, if the issuer or the issuer of such instruments are themselves regulated for the purpose of protecting investors and savings, and provided that such instruments are:

- issued or guaranteed by a central, regional or local authority or by a central bank of an EU Member State, the European Central Bank, the EU or the European Investment Bank, a non- EU Member State or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong,

or

- issued by an undertaking any securities of which are dealt in on regulated markets, or

- issued or guaranteed by a credit institution which has its registered office in a country which is an OECD member state and a FATF State, or

- issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least ten million euro (Euro 10,000,000) and which presents and publishes its annual accounts in accordance with the fourth directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

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

ii. The Company may hold ancillary liquid assets.

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

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

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

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

Notwithstanding the individual limits laid down in paragraph a), the Company may not combine for each Sub-Fund:

- investments in transferable securities or money market instruments issued by a single body;
- deposits made with the same body; and/or;
- exposure arising from OTC derivative transactions undertaken with the same body

in excess of 20% of its net assets.

c) The limit of 10% laid down in sub-paragraph a) (i) above is increased to a maximum of 35% in respect of transferable securities or money market instruments which are issued or guaranteed by an EU Member State, its local authorities, or by a non-EU Member State or by public international bodies of which one or more EU Member States are members.

d) The limit of 10% laid down in sub-paragraph a) (i) is increased to 25% for certain bonds when they are issued by a credit institution which has its registered office in a Member State of the EU and is subject by law, to special public supervision designed to protect bondholders. In particular, sums deriving from the issue of these bonds must be invested in conformity with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in case of bankruptcy of the issuer, would be used on a priority basis for the repayment of principal and payment of the accrued interest.

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

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

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

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

The Company may cumulatively invest up to 20% of the net assets of a Sub-Fund in

transferable securities and money market instruments within the same group.

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

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

b) The limit laid down in paragraph a) is raised to 35% where this proves to be justified by exceptional market conditions, in particular on regulated markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

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

- b) The Company may acquire no more than:
- 10% of the non-voting shares of the same issuer;
  - 10% of the debt securities of the same issuer;
  - 10% of the money market instruments of the same issuer.

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

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

e) These provisions are also waived as regards shares held by the Company in the capital of a company incorporated in a non-Member State of the EU which invests its assets mainly in the securities of issuing bodies having their registered office in that State, where under the legislation of that State, such a holding represents the only way in which the Company can invest in the securities of issuing bodies of that State provided that the



investment policy of the Company from the non-Member State of the EU complies with the limits laid down in paragraph III., V. and VI. a), b), and c).

V. a) The Company may acquire units of the UCITS and/or other UCIs referred to in paragraph I) (1) c), provided that no more than 10% of a Sub-Fund's net assets be invested in the units of UCITS or other UCIs or in one single such UCITS or other UCI.

b) The underlying investments held by the UCITS or other UCIs in which the Company invests do not have to be considered for the purpose of the investment restrictions set forth under III. above.

c) When a Sub-Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same investment manager or by any other company with which the investment manager is linked by common management or control, or by a substantial direct or indirect holding regarded as more than 10% of the voting rights or share capital, no subscription or redemption or management fees may be charged to the Company on the account of its investment in the units of such other UCITS and/or UCIs.

If any Sub-Fund's investments in UCITS and other UCIs constitute a substantial proportion of that Sub-Fund's assets, the total management fee (excluding any performance fee, if any) charged both to such Sub-Fund itself and the UCITS and/or other UCIs concerned shall not exceed 5% of the relevant assets. The Company will indicate in its annual report the total management fees charged both to the relevant Sub-Fund and to the UCITS and other UCIs in which such Sub-Fund has invested during the relevant period.

e) The Company may acquire no more than 25% of the units of the same UCITS or other UCI. This limit may be disregarded at the time of acquisition if at that time the gross amount of the units in issue cannot be calculated. In case of a UCITS or other UCI with multiple compartments, this restriction is applicable by reference to all units issued by the UCITS or other UCI concerned, all compartments combined.

VI. The Company shall ensure for each Sub-Fund that the global exposure relating to derivative instruments does not exceed the net assets of the relevant Sub-Fund.

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

If the Company invests in financial derivative instruments, the exposure to the underlying assets may not exceed in aggregate the investment limits laid down in paragraph III above. When the Company invests in index-based financial derivative instruments, these investments do not have to be combined to the limits laid down in paragraph III.

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

VII. a) The Company may not borrow for the account of any Sub-Fund amounts in

excess of 10% of the net assets of that Sub-Fund, any such borrowings to be from banks and to be effected only on a temporary basis, provided that the Company may acquire foreign currencies by means of back to back loans. Borrowed funds may not be used for investment purposes;

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

This restriction shall not prevent the Company from (i) acquiring transferable securities, money market instruments or other financial instruments referred to in I. (1) c), e) and f) which are not fully paid, and (ii) performing permitted securities lending activities, that shall not be deemed to constitute the making of a loan.

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

d) The Company may not acquire movable or immovable property.

e) The Company may not acquire either precious metals or certificates representing them.

VIII. a) The Company needs not comply with the limits laid down under I. to VIII. above when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets. While ensuring observance of the principle of risk spreading, recently created funds may derogate from paragraphs III., IV. and VI. a), b) and c) for a period of six months following the date of their creation.

b) If the limits referred to in paragraph a) are exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interest of its shareholders.

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

IX The Company may not use its assets to underwrite or sub-underwrite any securities, except to the extent that, in connection with the sale of portfolio securities, it may be deemed to be an underwriter under applicable securities laws.

X. Sub-Fund investments: Each Sub-Fund may subscribe for, acquire and/or hold shares issued or to be issued by one or more other Sub-Funds, if:

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

(ii) No more than 10% of the assets of the target Sub-Fund whose acquisition is contemplated may, pursuant to its respective sales prospectus or the present articles of incorporation, be invested in aggregate in units/shares of other UCITs or other collective investment undertakings; and

(iii) Voting rights, if any attaching to the relevant securities are suspended for as long as they are held by the Sub-Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and

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

#### **VI. Auditor**

##### **Art. 32. Auditor**

**32.1.** *The operations of the Company and its financial situation including particularly its books shall be supervised by an auditor who shall satisfy the requirements of Luxembourg law as to respectability and professional experience and who shall perform the duties foreseen by the Law of 2010. The auditors shall be elected by the general meeting of shareholders.*

#### **VII. Annual accounts**

##### **Art. 33. Accounting year**

**33.1.** *The accounting year of the Company shall begin on 1st January each year and shall terminate on 31<sup>st</sup> December of the same year.*

##### **Art. 34. Profit balance**

**34.1.** *At the annual general meeting of shareholders, the shareholders of each class of each sub-fund shall determine, at the proposal of the board of directors, whether, and if so the amount thereof, dividends are to be distributed to the shareholders of the Company, within the limits prescribed by the Law of 2010.*

**34.2.** *In each sub-fund, interim dividends may, subject to such further conditions as set forth by law and subject to the decision of the board of directors, be paid out on shares.*

**34.3.** *Dividends which are not claimed within a period of five years starting from their payment date will become statute-barred for their beneficiaries and will revert to the relevant sub-fund.*

#### **VIII. Dissolution and Liquidation**

##### **Art. 35. Dissolution of the Company**

**35.1.** *The Company may at any time be dissolved by a resolution taken by the general meeting of shareholders subject to the quorum and majority requirements as defined in Article 18 hereof.*

**35.2.** *Whenever the capital falls below two thirds of the minimum capital as provided by the Law of 2010, the board of directors has to submit the question of the dissolution of the*



Company to the general meeting of shareholders. The general meeting for which no quorum shall be required shall decide on simple majority of the votes of the shares represented at the meeting.

**35.3.** *The question of the dissolution of the Company shall also be referred to the general meeting of shareholders whenever the capital falls below one quarter of the minimum capital as provided by the Luxembourg law dated 17 December 2010 as amended from time to time on undertakings for collective investment in such event the general meeting shall be held without quorum requirements and the dissolution may be decided by the shareholders holding one quarter of the votes present or represented at that meeting.*

**35.4.** *The meeting must be convened so that it is held within a period of forty days from ascertainment that the net assets of the Company have fallen below two thirds or one quarter of the legal minimum as the case may be.*

**35.5.** *The issue of new shares by the Company shall cease on the date of publication of the notice of the general shareholders' meeting, to which the dissolution and liquidation of the Company shall be proposed.*

**35.6.** *One or more liquidators shall be appointed by the general meeting of shareholders to realise the assets of the Company, subject to the supervision of the relevant supervisory authority in the best interests of the shareholders.*

**35.7.** *The proceeds of the liquidation of each sub-fund, net of all liquidation expenses, shall be distributed by the liquidators among the holders of shares in each class in accordance with their respective rights. The amounts not claimed by shareholders at the end of the liquidation process shall be deposited, in accordance with Luxembourg law, with the Caisse des Consignations in Luxembourg until the statutory limitation period has lapsed.*

**Art. 36. Termination, division and amalgamation of sub-funds**

**36.1.** *The directors may decide at any moment the termination, division and/or amalgamation of any sub-fund. In the case of termination of a sub-fund, the directors may offer to the shareholders of such sub-fund the conversion of their class of shares into classes of shares of another sub-fund, under terms fixed by the directors.*

**36.2.** *In the event that for any reason the value of the net assets in any sub-fund or of any class of shares within a sub-fund has decreased to an amount determined by the directors from time to time to be the minimum level for such sub-fund or such class of shares to be operated in an economically efficient manner, or if a change in the economic or political situation relating to the sub-fund concerned would have material adverse consequences on the investments of that sub-fund, or as a matter of economic rationalisation, the directors may decide to compulsorily redeem all the shares of the relevant classes issued in such sub-fund at the net asset value per share, taking into account actual realisation prices of investments and realisation expenses and calculated on the valuation day at which such decision shall take*

effect.

**36.3.** *The Company shall serve a notice to the shareholders of the relevant class of shares prior to the effective date of the compulsory redemption, which will indicate the reasons for and the procedure of the redemption operations. Registered shareholders will be notified in writing. Unless it is otherwise decided in the interests of, or to maintain equal treatment between, the shareholders of the Company, the shareholders of the sub-fund concerned may continue to request redemption or conversion of their shares free of charge, taking into account actual realisation prices of investments and realisation expenses and prior to the date effective for the compulsory redemption.*

**36.4.** *Notwithstanding the powers conferred on the board of directors by the preceding paragraph hereof, the general meeting of shareholders of any one or all classes of shares issued in any sub-fund may, upon proposal of the board of directors, redeem all the shares of the relevant classes and refund to the shareholders the net asset value of their shares, taking into account actual realisation prices of investments and realisation expenses and calculated on the valuation day at which such decision shall take effect. There shall be no quorum requirements for such general meeting of shareholders that shall decide by resolution taken by simple majority of those present or represented.*

**36.5.** *Assets which may not be distributed to their owners upon the implementation of the redemption will be deposited with the Caisse des Consignations on behalf of the persons entitled thereto, immediately after the closure of the liquidation.*

**36.6.** *All redeemed shares will be cancelled in the books of the Company.*

**36.7.** *Under the same circumstances as provided in the second paragraph of this Article 36, the board of directors may decide to allocate the assets of any sub-fund of the Company to another existing sub-fund within the Company or to another undertaking for collective investment in transferable securities (a "UCITS") as defined under the Directive 2009/65/EC as defined in the Law of 2010 or to another sub-fund within such UCITS (hereinafter referred to as the "new sub-fund") and to re-designate the classes of shares concerned as shares of another class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described hereinabove (and, in addition, the publication will contain information in relation to the new sub-fund), at least one month before the date on which the amalgamation becomes effective in order to enable shareholders to request redemption or conversion of their shares free of charge during such period.*

**36.8.** *Under the same circumstances provided for under this Article 36 the board of directors may decide to reorganise a sub-fund or class by means of a division into two or more sub-funds or classes. Such decision will be published in the same manner as described hereinabove (and, in addition, the publication will contain information about the two or more*



new sub-funds or classes) one month before the date on which the division becomes effective in order to enable the shareholders to request redemption of their shares free of charge during such period.

**36.9.** *Notwithstanding the powers conferred to the board of directors by the preceding paragraph, an amalgamation or division of sub-funds within the Company may be decided upon by a general meeting of shareholders of the classes of shares in the sub-fund concerned for which there shall be no quorum requirements and which will decide, upon such amalgamation or division, by resolution taken by simple majority of those present or represented.*

**36.10.** *A contribution of the assets and of the liabilities distributable of any sub-fund to another UCITS referred to hereinbefore or to another sub-fund within such UCITS shall require a resolution of the shareholders of the classes of shares issued in the sub-fund concerned taken with fifty percent (50%) quorum requirement of the shares in issue and adopted at the simple majority of the shares present or represented at such meeting. In addition, the provisions on amalgamations UCITS set forth in the Law of 2010 and any implementing regulation (relating in particular to the notification of the shareholders concerned) shall apply.*

**Art. 37. Investments in shares issued by one or more other sub-funds of the Company:**

**37.1.** *The sub-funds may also subscribe for, acquire and/or hold shares issued or to be issued by one or more sub-funds subject to additional requirements which may be specified in the sales documents, if:*

**37.1.1.** *the target sub-fund does not, in turn, invest in the sub-fund invested in this target sub-fund; and*

**37.1.2.** *no more than 10% of the assets of the target sub-fund whose acquisition is contemplated may, pursuant to its Articles of Incorporation, be invested in aggregate in units/shares of other UCIs; and*

**37.1.3.** *voting rights, if any, attaching to the relevant securities are suspended for as long as they are held by the sub-fund concerned; and*

**37.1.4.** *in any event, for as long as these securities are held by the relevant sub-fund, their value will not be taken into consideration for the calculation of the net assets of the sub-fund for the purposes of verifying the minimum threshold of the net assets imposed by the 2010 Law.*

**Art. 38. Liquidation**

**38.1.** *In case of the dissolution of the Company, the liquidation shall be carried out by one or several liquidators (who may be natural persons or legal entities) named by the meeting of shareholders effecting such dissolution and which shall determine their powers and*

*their compensation.*

**38.2.** *The net product of the liquidation of each sub-fund shall be distributed by the liquidators to the shareholders of each sub-fund in proportion to the number of shares which they hold in that sub-fund. The amounts not claimed by the shareholders at the end of the liquidation shall be deposited with the Caisse des Consignations in Luxembourg. If these amounts were not claimed before the end of a period of thirty years, the amounts shall become statute-barred and cannot be claimed any more.*

**Art. 39. Expenses borne by the Company**

**39.1.** *The formation expenses will be paid by the Company and will be amortised over a five-year period in equal instalments. The Company bears all its running costs as foreseen in Article 12 hereof.*

**Art. 40. Amendment of the articles of incorporation**

**40.1.** *These articles of incorporation may be amended from time to time by a meeting of shareholders, subject to the quorum and majority voting requirements provided by the laws of Luxembourg.*

**40.2.** *Any amendment of the terms and conditions of the Company which has as an effect of decreasing the rights or guarantees of the shareholders or which imposes on them additional costs, shall only come into force after a period of three months starting at the date of the approval of the amendment by the general shareholders' meeting. During these three months, the shareholders may continue to request the redemption of their shares under the conditions in force before the relevant amendment.*

**Art. 41. General provisions**

**41.1.** *All matters not governed by these articles of incorporation shall be determined in accordance with the Luxembourg law dated 10 August 1915, as amended from time to time, on commercial companies, the 2010 Law.*

---

Hesperange, le 31 août 2015

Le Notaire.



## **Appendice – Information for investors in Switzerland**

## Information for investors in Switzerland

### 1. Representative

The representative in Switzerland is ACOLIN Fund Services AG, Affolternstrasse 56, CH-8050 Zurich.

### 2. Paying agent

The paying agent in Switzerland is Neue Helvetische Bank AG, Seefeldstrasse 215, CH-8008 Zurich.

### 3. Place where the relevant documents may be obtained

The relevant documents as defined in Art. 13a CISO as well as the annual and, if applicable, the semi-annual reports may be obtained free of charge from the representative in Switzerland.

### 4. Publication

Publications concerning the fund are published in Switzerland on the electronic platform of [www.fundinfo.com](http://www.fundinfo.com). In particular, publications made in this publication body inform investors of the essential changes to the prospectus and, where applicable, the liquidation of the collective investment.

Whenever the units are issued or exchanged, the issue and the redemption price or the net asset value together with a reference to "excluding fees" must be published on the electronic platform [www.fundinfo.com](http://www.fundinfo.com). Prices are published daily.

### 5. Payment of retrocessions and rebates

The investment fund respectively the fund management company and its agent may pay retrocessions as remuneration for distribution activity in respect of the investment fund units in or from Switzerland. This remuneration may be deemed payment for the following services in particular:

This remuneration may be deemed payment for any offering of and advertising for the investment fund, including any type of activity whose object is the purchase of the fund, such being for example the organization of road shows, the participation at fairs and presentations, the preparation of marketing materials, the training of distributors, etc.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the investors.

The recipients of the retrocessions must ensure transparent disclosure and inform investors, unsolicited and free of charge, about the amount of remuneration they may receive for distribution.

On request, the recipients of retrocessions must disclose the amounts they actually receive for distributing the investment fund of the investor concerned.

### 6. Place of performance and jurisdiction

In respect of the units distributed in and from Switzerland, the place of performance and jurisdiction is at the registered office of the representative.

## **7. Country of origin**

The country of origin of the fund is Luxembourg