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**PROSPECTUS**  
**Global Evolution Funds**  
***Société d'Investissement à Capital Variable -***  
***Luxembourg***

**August 2019**

**NOT FOR USE BY OR DISTRIBUTION TO US PERSONS**

Prospective investors should review this Prospectus carefully and consult with their legal and financial advisors to determine possible tax or other consequences of purchasing, holding or redeeming Shares.

The distribution of this Prospectus and the offering or purchase of the Shares may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus or the accompanying Application Form in any such jurisdiction may treat this Prospectus or such Application Form as constituting an invitation to them to subscribe for Shares, nor should they in any event use such Application Form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such Application Form could lawfully be used without compliance with any registration or other legal requirements.

Before subscription, the Key Investor Information Documents (KIIDs) will be made available free of charge. Please refer to section 1.19 "Documents" of the Prospectus in relation to the availability of the KIID, the Prospectus and other documents.

Copies of this Prospectus can be obtained from and enquiries regarding the Fund should be addressed to:

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or

**Global Evolution Manco**

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Tel. no: +352 28 66 46**

or

**Global Evolution Fondsmæglerselskab A/S**

**Kokholm 3A  
DK-6000 Kolding, Denmark  
Tel. no: +45 79 32 11 11**

## **IMPORTANT INFORMATION**

1. PROSPECTIVE INVESTORS SHOULD READ THIS PROSPECTUS CAREFULLY BEFORE DECIDING WHETHER TO PURCHASE SHARES IN THE FUND AND SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION UNDER THE APPENDIX I “RISKS OF INVESTMENT”. THE FUND AND THE INVESTMENTS IN WHICH IT INVESTS ARE SPECULATIVE INVESTMENTS AND INVOLVE SIGNIFICANT RISKS. THERE CAN BE NO ASSURANCE THAT THE FUND OR ANY OF THE INVESTMENTS WILL ACHIEVE ITS OR THEIR RESPECTIVE INVESTMENT OBJECTIVES OR OTHERWISE BE ABLE TO SUCCESSFULLY CARRY OUT THEIR RESPECTIVE INVESTMENT PROGRAMS. AN INVESTOR SHOULD NOT INVEST UNLESS IT IS ABLE TO SUSTAIN THE LOSS OF ALL OR A SIGNIFICANT PORTION OF ITS INVESTMENT.
2. INVESTMENT IN GLOBAL EVOLUTION FUNDS (THE “**FUND**”) CARRIES SUBSTANTIAL RISKS. INVESTMENT IN THE FUND IS NOT INTENDED TO BE A COMPLETE INVESTMENT PROGRAM FOR ANY INVESTOR. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER (I) WHETHER AN INVESTMENT IN SHARES IS SUITABLE FOR THEM IN LIGHT OF THEIR CIRCUMSTANCES AND FINANCIAL RESOURCES AND (II) THE APPENDIX I “RISKS OF INVESTMENT”.
3. The Fund has been authorized under Part I of the amended Luxembourg Law of 17 December 2010 concerning undertakings for collective investment, as amended (the “**2010 Law**”) and qualifies as an Undertaking for Collective Investments in Transferable Securities (“**UCITS**”), and may therefore be offered for sale in European Union (“**EU**”) Member States (subject to registration in countries other than the Grand Duchy of Luxembourg). In addition, applications to register the Fund may be made in other countries. The Fund is an investment company organized under the laws of the Grand Duchy of Luxembourg as a *Société d'Investissement à Capital Variable*.
4. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the Fund is an umbrella fund enabling investors to choose between one or more investment objectives by investing in one or more Sub-Funds. Investors may choose which one or more of the Sub-Funds may be most appropriate for their specific risk and return expectations as well as their diversification needs. Furthermore, in accordance with the Articles, the Board of Directors may issue Shares of different Classes in each Sub-Fund; within each Sub-Fund, investors may then also choose the alternative Class features which are most suitable to their individual circumstances, given their qualification, the amount subscribed for, the currency of the relevant Class and the fee structure of the relevant Class. Upon creation of new Sub-Funds or Classes, this Prospectus will be updated or supplemented accordingly.

5. Shares are offered on the basis of the information contained in this Prospectus and the documents referred to therein. The Shares to be issued hereunder may be of several different Classes which relate to several separate Sub-Funds of the Fund. No person is authorized to give any information or to make any representations concerning the Fund other than as contained in this Prospectus and in the documents referred to herein, and any purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information and representations contained in this Prospectus shall be solely at the risk of the investor.
6. The Directors, whose names are set out under heading "Board of Directors", have taken all reasonable care to ensure that the information contained in this Prospectus is, to the best of their knowledge and belief, in accordance with the facts and does not omit anything material to such information. The Directors accept responsibility accordingly.
7. Any information or representation given or made by any person which is not contained herein or in any other document which may be available for inspection by the public should be regarded as unauthorized and should accordingly not be relied upon.
8. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares in the Fund shall under any circumstances constitute a representation that the information given in this Prospectus is correct as at any time subsequent to the date hereof.
9. Prospective investors should review this Prospectus carefully and in its entirety and consult with their legal, tax and financial advisers in relation to (i) the legal and regulatory requirements within their own countries for the subscribing, purchasing, holding, converting, redeeming or disposing of Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the subscribing, purchasing, holding, converting, redeeming or disposing of Shares; (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, converting, redeeming or disposing of Shares; and (iv) any other consequences of such activities.
10. The distribution of this Prospectus and supplementary documentation and the offering of Shares may be restricted in certain jurisdictions; persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer by anyone in any jurisdiction in which such offer is not authorized, or to any person to whom it is unlawful to make such offer.
11. The Board of Directors has the power under the Articles to refuse an application for Shares and the acceptance of such application does not confer on investors a right to acquire Shares in respect of any future or subsequent application.
12. The Fund may make application to register and distribute its Shares in jurisdictions outside the

Grand Duchy of Luxembourg. In the event that such registrations take place, the Fund may appoint or be required to appoint payment agents, information agents, representatives, Distributors or other agents in the relevant jurisdictions.

13. The distribution of this Prospectus is not authorized unless it is accompanied by the most recent annual and semi-annual reports of the Fund, if any. Such report or reports, even if published thereafter, are deemed to be an integral part of this Prospectus. **The most recent annual report and the latest semi-annual report, if published thereafter, form an integral part of this Prospectus.**
14. The distribution of this Prospectus in certain jurisdictions may require that it be translated into an appropriate language. However, the official language of this Prospectus shall be English. It may be translated into other languages. In the event of a discrepancy between the English version of the Prospectus and the versions written in other languages, the English version shall take precedence. The settlement of disputes or disagreements on investments in the Fund will be subject to Luxembourg law.
15. Investors should note that not all the protections provided under their relevant regulatory regime may apply and there may be no right to compensation under such regulatory regime, if such scheme exists.
16. All references in this Prospectus to Euro or EUR are to the legal currency of the countries participating in the Economic and Monetary Union. All references in this Prospectus to US Dollar or USD are to the legal currency of the United States of America.
17. **Luxembourg** - The Fund is registered pursuant to Part I of the 2010 Law. However, such registration does not require any Luxembourg authority to approve or disapprove either the adequacy or accuracy of this Prospectus or assets held in the various Sub-Funds and the visa on the Prospectus shall not be used as an advertising point. Any representations to the contrary are unauthorised and unlawful.
18. **United States of America (“USA”)** – Unless otherwise expressly specified in the relevant Appendix of this Prospectus, none of the Shares have been or will be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”), or under the securities laws of any state or political subdivision of the United States of America or any of its territories, possessions or other areas subject to its jurisdiction including the Commonwealth of Puerto Rico (the “**UnitedStates**”). The Fund has not been and will not be registered under the United States Investment Company Act of 1940, as amended, nor under any other US federal laws. **No Shares are being offered to US Persons or persons who are in the United States at the time the Shares are offered or sold. For the purposes of this Prospectus, a “US Person” includes, but is not limited to, a person (including a partnership, corporation, limited liability**

**company or similar entity) that is a citizen or a resident of the United States of America or is organized or incorporated under the laws of the United States of America. Certain restrictions also apply to any subsequent transfer of Shares in the United States or to US Persons (please see the compulsory redemption provisions under “Minimum Subscription and Holding Amounts and Eligibility for Shares” in “The Shares – 1.7. Subscription, Redemption and Conversion of Shares” below). Should a Shareholder become a US Person, they may be subject to US withholding taxes and tax reporting.**

19. If you are in any doubt as to your status, you should consult your financial or other professional adviser.
20. This Prospectus may contain forward-looking statements with respect to the Fund and its financial condition, results of operations, business and prospects. Statements that are not historical facts may include forward-looking statements.
21. The words “believe,” “expect,” “anticipate,” “hope,” “intend,” “may,” “will,” “should,” “could,” “potential,” “continue,” “estimate,” “predict,” “project,” “forecast,” “assume” and “plan” and similar expressions, or the negative of such expressions, may identify forward-looking statements. Additionally, any statements concerning future financial performance (including, but not limited to, future revenues, earnings or growth rates), ongoing or anticipated business objectives, strategies or prospects and possible future actions or plans by the Fund also are forward-looking statements.
22. Forward-looking statements are based on the Fund's current expectations or beliefs regarding future events or circumstances, and investors are cautioned not to place undue reliance on such forward-looking statements. Forward-looking statements are subject to numerous estimates and assumptions, known and unknown risks and uncertainties. A number of factors, many of which are out of the Fund's control and are difficult to forecast, could cause actual future results to differ materially from those projected or implied in such forward-looking statements. While it is impossible to identify all such factors, those factors described under the Appendix I “RISKS OF INVESTMENT” of this Prospectus include some of the factors which could cause actual results to differ materially from those expressed or implied in any forward-looking statements. All of the forward-looking statements contained in this Prospectus, should be considered in light of these and other risk factors.
23. The forward-looking statements contained in this Prospectus are as of the date appearing on the front page of this Prospectus. The Fund disclaims any obligation to update, review or revise any forward-looking statements to reflect any change in expectations or assumptions with regard thereto or to reflect anticipated or unanticipated events or circumstances occurring with respect to this Prospectus, after the date appearing on the front page of this Prospectus.

24. All forward-looking statements attributable to the Fund or any person acting on its behalf are expressly qualified in their entirety by this cautionary statement.
25. This Prospectus, the Articles and the Key Investor Information Documents (KIIDs) published by the Fund are available at the registered office of the Fund and otherwise as required by local laws and regulations.

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## **PRINCIPAL FEATURES AND GLOSSARY**

The following is a summary only and is subject to any more detailed information appearing elsewhere in this Prospectus and the following definitions shall apply throughout this Prospectus unless the context otherwise requires.

<b>1915 Law</b>	The Luxembourg Law dated 10 August 1915 relating to commercial companies, as amended or supplemented from time to time.
<b>2010 Law</b>	The Luxembourg Law dated 17 December 2010 relating to Undertakings for Collective Investment, as amended or supplemented from time to time.
<b>Administrative Agent</b>	<b>The Bank of New York Mellon SA/NV, Luxembourg Branch</b> , having its registered office in the Grand Duchy of Luxembourg at Vertigo Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg registered with the Luxembourg register of commerce and companies under number B.105.087.
<b>Appendix</b>	The relevant appendix of the Prospectus.
<b>Application Form</b>	An application form to be used for transacting Shares, as amended by the Board of Directors from time to time.
<b>Articles</b>	The articles of incorporation of the Fund, as amended from time to time.
<b>AUD</b>	Australian dollar, the lawful currency of Australia.
<b>Auditor</b>	Any auditor appointed by the Fund from time to time.
<b>Board of Directors / Board</b>	The board of directors of the Fund.
<b>Business Day</b>	Any full day other than (i) a Saturday, Sunday, the 24th of December of each year and Good Friday or (ii) other day that is a legal holiday under the laws of the Grand Duchy of Luxembourg or (iii) any other day on which banking institutions or stock exchanges located in the Grand Duchy of Luxembourg are required by law or other governmental action to close. A Net Asset Value will be calculated each year on the 31st December (or the last week day of each year); however, there will be no dealing on this day if the last week day of the year would be the 31st of December.
<b>CAD</b>	Canadian dollar, the lawful currency of Canada.
<b>CHF</b>	Swiss Franc, the lawful currency of Switzerland.
<b>Class or Classes</b>	A class of Shares issued by any of the Sub-Funds and any further classes of Shares that may be issued by any of the Sub-Funds and as specified in section “6. Main characteristics of the Shares” in the relevant “Appendix III – SUB-FUND DETAILS”.
<b>CSSF</b>	The “ <i>Commission de Surveillance du Secteur Financier</i> ”, the Luxembourg supervisory authority.
<b>Depository</b>	The Bank of New York Mellon S.A./N.V, Luxembourg Branch.
<b>Depository Agreement</b>	The Depository agreement entered into between the Fund and the Depository from time to time.
<b>Cut-Off Time</b>	The deadline before which applications for Subscription, redemption or conversion of Shares of any Class in any Sub-Fund must be received by the Registrar and Transfer Agent in order to be dealt with on the relevant Valuation Day i.e. 12 noon (Luxembourg time) on the relevant Valuation Day.
<b>DKK</b>	Danish Kroner, the lawful currency of Denmark.
<b>Directors</b>	The members of the board of directors of the Fund.
<b>Distributor(s)</b>	The person or entity duly appointed from time to time by the Fund and the Management Company to distribute or arrange for the distribution of Shares and to enter into distribution agreements with third parties.
<b>Dividends</b>	Distribution of net income attributable to Share Classes of the Fund, as set out in the Prospectus under heading “Dividend Policy”.
<b>Domiciliary Agent</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch.
<b>Eligible State</b>	Any EU Member State, any member state of the Organisation for Economic Co-operation and Development (“OECD”), and any other state which the Directors deem appropriate with regard to the investment objectives of each Sub-Fund. Eligible States in this category include countries in Africa, the Americas, Asia, Australasia and Europe.

<b>EU</b>	The European Union.
<b>EU Member State</b>	A member state of the European Union.
<b>EUR / Euro</b>	The official single European currency adopted by a number of EU Member States participating in the Economic and Monetary Union (as defined in European Union legislation).
<b>FATF</b>	Financial Action Task Force (also referred to as <i>Groupe d'Action Financière Internationale</i> "GAFI").
<b>Financial Year</b>	The financial year of the Fund begins on 1 January and ends on 31 December each year.
<b>Fixed Administration Fee</b>	A fixed fee covering a certain number of ordinary expenses of the Fund and as set-out in detail in the sub-section 1.32.1 "Fixed Administration Fee" of the section "Management and Fund Charges".
<b>Fund</b>	Global Evolution Funds, is an investment company organized under Luxembourg law as a <i>société anonyme</i> qualifying as a <i>société d'investissement à capital variable</i> ("SICAV"). The Fund comprises several Sub-Funds. Each Sub-Fund may have one or more classes of Shares. The Fund is authorized under Part I of the 2010 Law and qualifies as an Undertaking for Collective Investment in Transferable Securities ("UCITS") under Article 1 (2) of the Directive 2009/65/EC of 13 July 2009.
<b>GBP</b>	Pounds Sterling, the lawful currency of the United Kingdom.
<b>Identified Persons</b>	Category of staff, including senior management, risk takers, control of functions and any employee receiving total remuneration that takes them into the same remuneration bracket as senior management and risk taker, whose professional activities have a material impact on the risk profiles of the Management Company or the Fund.
<b>Initial Offering Period</b>	The initial offering period during which Shares for a relevant Sub-Fund are first offered for subscription, which can be found on <a href="http://www.globalevolutionfunds.com">www.globalevolutionfunds.com</a> .
<b>Initial Offering Price</b>	The first offering price of Shares in a Sub-Fund, which can be found on the website <a href="http://www.globalevolutionfunds.com">www.globalevolutionfunds.com</a> .
<b>Institutional Investor(s)</b>	Institutional investors within the meaning of Article 174 of the 2010 Law as interpreted from time to time by the CSSF.
<b>Investment Manager</b>	<b>Global Evolution Fondsmæglerselskab A/S</b> , a Danish company with registered address in Kokholm 3A, DK-6000 Kolding, registered with the Danish Register under CVR number 30602153.
<b>Investment Management Agreement</b>	The agreement between the Management Company and the Investment Manager, entered into from time to time.
<b>Investment Management Fee</b>	A Investment Management Fee payable in respect of each Sub-Fund pursuant to the relevant "Appendix III – SUB-FUND DETAILS" and the Investment Management Agreement, as the case may be.
<b>JPY</b>	Japanese Yen, the lawful currency of Japan.
<b>KIID(s)</b>	Means key investor information document(s) as defined by the 2010 Law and applicable laws and regulations.
<b>Launch Date</b>	The launch date of each Share Class as detailed in the respective KIID and published on <a href="http://www.globalevolutionfunds.com">www.globalevolutionfunds.com</a> .
<b>Legal Structure</b>	Open-ended investment company with separate Sub-Funds incorporated in the Grand Duchy of Luxembourg.
<b>Management Company</b>	<b>Global Evolution Manco</b> , a management company organised under Luxembourg law as a <i>société anonyme</i> , whose purpose is the collective management of portfolios of one or several Luxembourg and/or foreign investment funds, investing in transferable securities, authorised according to Directive 2009/65/EC ("UCITS") and other Luxembourg and/or foreign investment funds which are not governed by this Directive ("UCI") on behalf of their unitholders or their shareholders, in accordance with the provisions of chapter 15 of the 2010 Law.
<b>Management Company Agreement</b>	The management company service agreement entered into from time to time between the Fund and the Management Company.
<b>Management Company Fee</b>	The fee payable by the Fund to the Management Company as detailed in the section "Management and Fund Charges".

<b>Mémorial</b>	The <i>Mémorial, Recueil des Sociétés et Associations</i> , the official journal of Luxembourg.
<b>MIFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as amended and supplemented from time to time.
<b>Minimum Investment</b>	The minimum investment levels for initial and subsequent investments are specified under the relevant "Appendix III – SUB-FUND DETAILS".
<b>Member State</b>	Means a member state as defined in the 2010 Law.
<b>Money Market Instruments</b>	Instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time (as further defined in the 2010 Law and implementing rules and regulations).
<b>Net Asset Value</b>	In relation to any Shares of any Share Class, the value per Share determined in accordance with the relevant provisions described under the heading "Determination of the Net Asset Value of Shares" as set out in the section "General Information".
<b>NZD</b>	New Zealand dollar, the lawful currency of New Zealand.
<b>OECD</b>	The Organisation for Economic Co-operation and Development.
<b>OECD Member State</b>	A member state of the OECD.
<b>Other Regulated Market</b>	Any other market which is regulated operates regularly and is recognized and open to the public.
<b>Other State</b>	Any non-Member State of the European Union.
<b>Paying Agent</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch.
<b>Performance Fee</b>	A performance fee that may be payable in respect of a Sub-Fund pursuant to the relevant "Appendix III – SUB-FUND DETAILS" and the Investment Management Agreement, as the case may be. For a detailed description and further information regarding the sub-fund specific performance fee models and calculation method, please refer to "Appendix III – SUB-FUND DETAILS" of the applicable Sub-fund.
<b>Placement Fee</b>	The Subscription Price may be increased by a placement fee that may be payable in respect of each Sub-Fund pursuant to the relevant "Appendix III – SUB-FUND DETAILS".
<b>Professional Investor(s)</b>	Investor(s) which is/are not retail investor(s) within the meaning of MIFID II.
<b>Prospectus</b>	This prospectus together with the Appendices of the Fund, as supplemented or amended from time to time.
<b>Redemption Day</b>	Any valuation Day or the Business Day as disclosed in the relevant Appendix on which Shares in the relevant Sub-Fund may be redeemed.
<b>Redemption Price</b>	Subject to the Articles, the Redemption Price will be denominated in the applicable Reference Currency and will be equal to the Net Asset Value per Share of the relevant Class at the relevant Redemption Day, after adjustment for any accrual of Investment Management Fees and Performance Fees due (if not already included in the Net Asset Value) as well as any other redemption fee as the case may be).
<b>Reference Currency</b>	The reference currency of a Sub-Fund (or a Share Class thereof, if applicable) which, however, does not necessarily correspond to the currency in which the Sub-Fund's assets are invested at any point in time. Where currency is used in the name of a Sub-Fund, this merely refers to the reference currency of the Sub-Fund and does not indicate a currency bias within the portfolio. Individual Share Classes may have different currency denominations which denote the currency in which the Net Asset Value per Share is expressed.
<b>Registrar and Transfer Agent</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch.
<b>Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agreement</b>	The agreement between the Fund, the Management Company and the Domiciliary Agent, Administrative Agent, Paying Agent, Registrar and Transfer Agent entered into from time to time.
<b>Regulated Market</b>	The market defined in item 14 of Article 4 of the European Parliament and the Council Directive 2004/39/EC of 21 April 2004 on markets in financial instruments, as well as any other market in an Eligible State which is regulated, operates regularly and is recognized and open to the public.

<b>Regulatory Authority</b>	The Luxembourg authority, i.e. CSSF, or its successor in charge of the supervision of the undertakings for collective investment in the Grand Duchy of Luxembourg.
<b>RESA</b>	The <i>Recueil Electronique des Sociétés et Associations</i> , Luxembourg's central electronic platform of official publication.
<b>Retail Investor(s)</b>	Investor(s) who is/are not Institutional Investor(s) or Professional Investor(s).
<b>Risk Considerations</b>	As more fully described under Appendix I "RISKS OF INVESTMENT", investors should note that the value of an investment in the Shares may fluctuate and the value of Shares subscribed by an investor is not guaranteed.
<b>SEK</b>	Swedish Kroner, the lawful currency of Sweden.
<b>SGD</b>	Singapore dollar, the lawful currency of Singapore.
<b>Shares</b>	Shares of each Sub-Fund will be offered in registered form. All Shares must be fully paid for and fractions will be issued up to three (3) decimal places. Registered Shares will be issued and confirmed by means of a contract note dispatched to the investor, following the issue of the Shares. No Share certificates will be issued. Shares may also be held and transferred through accounts maintained with clearing systems.
<b>Share Class(es)/ Class(es) of Shares / Class(es)</b>	Pursuant to the Articles, the Board of Directors may decide to issue, within each Sub-Fund, separate classes of Shares (hereinafter referred to as a "Share Class" or "Class of Shares", as appropriate) whose assets will be commonly invested but where a specific initial or redemption charge structure, fee structure, minimum subscription amount, currency or dividend policy may be applied. If different Share Classes are issued within a Sub-Fund, the details of each Share Class are described in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS".
<b>Shareholder(s)</b>	A holder of Shares.
<b>Sub-Fund</b>	A specific portfolio of assets and liabilities within the Fund having its own net asset value and represented by a separate Class or Classes of Shares, which are distinguished mainly by their specific investment policy and objective and/or by the currency in which they are denominated. The specifications of each Sub-Fund are described in the relevant section of "Appendix III – SUB-FUND DETAILS". The Board of Directors may, at any time, decide to create additional Sub-Funds and, in such case, "Appendix III – SUB-FUND DETAILS" will be updated.
<b>Sub-Investment Manager</b>	The Investment Manager may delegate some of its investment management functions in relation to a Sub-Fund. Details of any Sub-Investment Manager appointed in relation to a Sub-Fund will be specified in respect of each Sub-Fund in the relevant "Appendix III – SUB-FUND DETAILS".
<b>Subscription</b>	Shares in the relevant Sub-Fund that may be subscribed on a Subscription Day.
<b>Subscription Application Form</b>	The application form which must be completed by an investor who wishes to subscribe to Shares, as amended from time to time.
<b>Subscription Day</b>	Any Valuation Day or the Business Day as disclosed in the relevant Appendix III – SUB-FUND DETAILS" on which Shares in the relevant Sub-Fund may be subscribed.
<b>Subscription Price</b>	The "Subscription Price" means during the Initial Offering Period, the Initial Offering Price, and after the Initial Offering Period, the Net Asset Value per Share of the relevant Class calculated on the relevant Valuation Day in accordance with the Articles, the Prospectus, plus any Placement Fee, if applicable.
<b>Transferable Securities</b>	Transferable Securities include inter alia: <ul style="list-style-type: none"> <li>• shares and other securities equivalent to shares;</li> <li>• bonds and other debt instruments; and</li> <li>• any other negotiable securities which carry the right to acquire any such Transferable Securities by subscription or exchange, with the exclusion of techniques and instruments.</li> </ul>
<b>UCI</b>	Means an undertaking for collective investment within the meaning of the first and second indent of Article 1 (2) of the UCITS Directive, whether situated in a Member State or not.
<b>UCITS</b>	Means an undertaking for collective investment in transferable securities as defined in the UCITS Directive and the 2010 Law.

<b>UCITS Directive</b>	The Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as amended by Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 (the "UCITS V Directive"), as supplemented by the Level 2 Regulations adopted as delegated acts by the European Commission pursuant to Article 112a of the UCITS V Directive.
<b>USD</b>	United States dollars, the lawful currency of the United States of America.
<b>US Person</b>	Any resident or person with the nationality of the United States of America or one of their territories or possessions or regions under their jurisdiction, or any other company, association or entity incorporated under or governed by the laws of the United States or any person falling within the definition of "US Person" under such laws.
<b>Valuation Day</b>	Each Business Day as at which the Net Asset Value will be determined for each Class in each Sub-Fund as it is stipulated in the relevant "Appendix III – SUB-FUND DETAILS".

**All references herein to time are to Luxembourg time unless otherwise indicated.**

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

## Directory

### Management Company

**Global Evolution Manco**, having its registered office in the Grand Duchy of Luxembourg at 6B, route de Trèves, L-2633 Senningerberg, registered with the Luxembourg register of commerce and companies under number B 208.648.

### Board of Directors

#### Chairman

**Mr. Eric Chinchon**, Partner, ME Business Solutions Sàrl, 16, Jean Pierre Brasseur, L-1258 Luxembourg, Grand Duchy of Luxembourg.

#### Directors

**Ms. Priscilla Hardison**, Managing Director, Global Evolution Manco, 6B, route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg.

**Mr. Søren Rump**, CEO, Global Evolution Fondsmæglerselskab A/S, Kokholm 3A, 6000 Kolding, Denmark.

### Registered office

**Global Evolution Funds**, Vertigo Building – Polaris, 2 - 4 rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

### Investment Manager

**Global Evolution Fondsmæglerselskab A/S.**

### Depositary

**The Bank of New York Mellon S.A./N.V., Luxembourg Branch.**

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

**The Bank of New York Mellon SA/NV, Luxembourg Branch**

### Global Distributor

**Global Evolution Manco**

### Auditor

**Ernst & Young**, *société anonyme*, having its registered office in the Grand Duchy of Luxembourg at 35E, avenue John F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg register of commerce and companies under number 47.771.

**Legal Adviser (as to Luxembourg law)**

**ELVINGER HOSS PRUSSEN**, *société anonyme*  
having its registered office at 2, Place Winston  
Churchill, L-1340 Luxembourg, Grand Duchy of  
Luxembourg.

## **The Fund**

The Fund is an open-ended investment company organized under Part I of the 2010 Law as a *société d'investissement à capital variable* ("SICAV"). The Fund was incorporated on 3 December 2010. The Fund is registered with the Luxembourg Trade and Companies Register under number B.157.442. Its original Articles were published in the *Mémorial* on 24 December 2010. The Articles were last amended at an extraordinary general meeting held on 19<sup>th</sup> January 2017. The minutes of this meeting will be published in the RESA. The Articles have been filed with the Register of Commerce and Companies of Luxembourg (*Registre de Commerce et des Sociétés de Luxembourg*). The Articles are available at the Register of Commerce and Companies of Luxembourg for inspection and copies may be obtained upon request.

The registration of the Fund pursuant to the 2010 Law constitutes neither approval nor disapproval by any Luxembourg authority as to the adequacy of this Prospectus or as to the assets held in the various Sub-Funds.

The Fund is subject to the provisions of the 2010 Law and of the 1915 Law insofar as the 2010 Law does not derogate therefrom.

There is no limit to the number of Shares which may be issued. Shares are issued to subscribers in registered form.

The minimum share capital of the Fund must at all times be one million two hundred fifty thousand Euro (EUR 1,250,000). The Fund's share capital is at all times equal to its Net Asset Value. The Fund's share capital is automatically adjusted when additional Shares are issued or outstanding Shares are redeemed and no special announcements or publicity are necessary in relation thereto.

### **1.1 Sub-Funds and Classes**

The Fund has an umbrella structure consisting of one or several Sub-Funds. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective and policy applicable to that Sub-Fund. The investment objective, policy, as well as the risk profile and other specific features of each Sub-Fund are set forth in the relevant section of the "Appendix III – SUB-FUND DETAILS".

The Fund is one single legal entity. However, the rights of the Shareholder and creditors relating to a Sub-Fund or arising from the setting-up, operation and liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. The assets of a Sub-Fund are exclusively dedicated to the satisfaction of the rights of the Shareholder relating to that Sub-Fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-Fund.

Within a Sub-Fund, the Board of Directors may decide to issue one or more Classes the assets of which will be commonly invested but subject to different fee structures, distribution, marketing targets, currency or other specific features. A separate Net Asset Value per Share, which may differ as a consequence of these variable factors, will be calculated for each Class.

The Board of Directors may, at any time, create additional Classes whose features may differ from the existing Classes and additional Sub-Funds whose investment objectives may differ from those of the Sub-Funds then existing. Upon creation of new Sub-Funds or Classes, the Prospectus will be updated.

The following Sub-Funds may be available for subscription by investors:

- Frontier Markets;
- EM Debt and FX (EM Absolute Debt as from 2 January 2019);
- EM Debt;
- EM Blended Debt;
- Emerging Frontier;
- Emerging Markets Local Debt;
- Frontier Opportunities; and
- EM Short Duration.

Each Sub-Fund is described in the relevant section of the “Appendix III – SUB-FUND DETAILS”.

Investors should note however that some Sub-Funds or Classes may not be available to all investors. The Fund retains the right to offer only one or more Classes for purchase by investors in any particular jurisdiction in order to conform to local law, customs or business practice or for fiscal or any other reason. The Fund may further reserve one or more Sub-Funds or Classes to Professional or Institutional Investors only. Further information on eligibility requirements is set out at section 1.7.1.4 (Minimum Subscription and Holding Amounts and Eligibility for Shares) of the relevant “Appendix III – SUB-FUND DETAILS”.

## **1.2 Minimum Investment and Holding**

The minimum initial and subsequent investments as well as the minimum holding requirements for each Sub-Fund are set out in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS”.

## **1.3 Offer Price**

After the Initial Offering Period the Subscription Price of the Shares will be the Net Asset Value per Share plus any applicable fees or expenses specified for each Sub-Fund or Class of Shares in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS”.

## 1.4 Dealing

Shares may normally be purchased or redeemed at prices based on the Net Asset Value per Share of the relevant Class within the relevant Sub-Fund on the relevant Valuation Day (as defined in the relevant section of the “Appendix III – SUB-FUND DETAILS”) of each Sub-Fund (as specified in the relevant section of the “Appendix III – SUB-FUND DETAILS”), plus (in case of subscription) or less (in case of redemption), if any, as the case may be, any additional fees, expenses, costs, as specified in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS” Investment Policies.

## 1.5 Investment restrictions and special investments techniques and instruments

The Board has determined the investment policy and objective of each of the Sub-Funds as described in the relevant section of the “Appendix III – SUB-FUND DETAILS”. **There can be no assurance that the investment objective for any Sub-Fund will be attained.** Pursuit of the investment policy and objective of any Sub-Fund must be in compliance with the limits and restrictions set forth in “Appendix II – INVESTMENT RESTRICTIONS AND POWERS”.

The investment policy of each Sub-Fund is based upon the principle of risk spreading and shall, except to the extent that more restrictive rules are provided for in connection with a specific Sub-Fund under the relevant section of the “Appendix III – SUB-FUND DETAILS”, comply with the rules and restrictions laid down in “Appendix II – INVESTMENT RESTRICTIONS AND POWERS”.

Each Sub-Fund may employ techniques and instruments relating to Transferable Securities and Money Market Instruments for hedging and efficient portfolio management purposes and financial derivative instruments for hedging/efficient portfolio management and investment purposes, as further detailed in “Appendix II – INVESTMENT RESTRICTIONS AND POWERS” and, if relevant, in the relevant section for each Sub-Fund of “Appendix III – SUB-FUND DETAILS” of this Prospectus.

## 1.6 Investment Considerations

Prospective investors should read this Prospectus carefully before deciding whether to purchase Shares in the Fund and should pay particular attention to the information under “Appendix I - RISKS OF INVESTMENT” and for each Sub-Fund under the relevant “Appendix III – SUB-FUND DETAILS “ of this Prospectus.

Investors should consult a professional adviser as to the suitability for them of an investment in any Sub-Fund and in particular any Sub-Fund investing in less developed or emerging markets. Subscriptions to Sub-Funds investing in such markets should be considered only by investors who are aware of, and able to bear, the risks related thereto and such investments should be made on a long-term basis.

## **The Shares**

The Board of Directors may create within each Sub-Fund different Classes whose assets will be commonly invested pursuant to the specific investment policy of the relevant Sub-Fund. A distinct fee structure, currency of denomination, dividend policy or other specific feature may apply for each Class and a separate Net Asset Value per Share will be calculated for each Class. The range of available Classes and their features are described in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS". The Board of Directors may however decide that no such Classes will be available for subscription in any of the Sub-Funds or alternatively that such Class may only be subscribed upon prior approval of the Board of Directors, as more fully disclosed in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS" for each Sub-Fund.

The net proceeds from the subscriptions received in respect of the Classes of a Sub-Fund are invested in the specific portfolio of assets constituting the relevant Sub-Fund.

The Board of Directors shall maintain for each Sub-Fund a separate portfolio of assets.

The Fund shall be considered as one single legal entity. With regard to third parties, in particular towards the Fund's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

Shares are freely transferable and are each entitled to participate equally in the profits and liquidation proceeds attributable to the relevant Class. The rules governing such allocation are set forth below. The Shares, which are of no par value and which must be fully paid upon issue, carry no preferential or preemptive rights, and each one is entitled to one vote at all general meetings of Shareholders and at all meetings of the Sub-Fund in which Shares are held.

Shares redeemed by the Fund become null and void.

The Board of Directors may restrict or prevent the ownership of Shares by any person, firm or corporation, if such ownership may be against the interests of the Fund or of the majority of Shareholders or of any Sub-Fund or Class therein. Where it appears that a person who should be precluded from holding Shares, either alone or in conjunction with any other person, is a beneficial owner of Shares, the Board of Directors may compulsorily redeem all Shares so owned in accordance with the provisions of the Articles.

The Board of Directors may, in its absolute discretion, delay the acceptance of any subscription for Shares of a Share Class restricted to Professional or Institutional Investors until such date as it has received sufficient evidence of the qualification of the investor as a Professional / Institutional Investor. If it appears, at any time, that a Shareholder of a Class restricted to Professional or Institutional Investors

is not a Professional or Institutional Investors, the Board of Directors will either redeem the relevant Shares in accordance with the provisions under “1.7.3 Redemption of Shares” within “1.7 Subscription, Redemption and Conversion of Shares” below, or convert such Shares into a Class that is not restricted to Professional or Institutional Investors (provided there exists such a Class with similar characteristics) and notify the relevant Shareholder of such conversion.

## **1.7 Subscription, Redemption and Conversion of Shares**

### **1.7.1 General Information**

#### **1.7.1.1 Type of Shares**

Shares will be issued in registered form and will be non-certificated. Fractional entitlements to Shares will be rounded to three (3) decimal places. Shares may also be held and transferred through accounts maintained with clearing systems.

#### **1.7.1.2 Subscription, Redemption and Conversion Requests**

Requests for Subscription, redemption and conversion of Shares should be sent to the Registrar and Transfer Agent. Requests may also be accepted by facsimile transmission or other electronic means approved by the Board of Directors and/or the Registrar and Transfer Agent.

The Registrar and Transfer Agent accepts no responsibility for any loss caused as a result of non-receipt of any application sent by facsimile transmission. Any delay in receipt of a duly completed Subscription Application Form will result in the relevant application being processed on the next Subscription Day. For retail investors, the acceptance of subscriptions is also subject to confirmation of the prior receipt of subscription monies in cleared funds credited to the relevant subscription account of the Fund (details of which are set out in the Subscription Application Form) before the Cut-Off Time. Unless otherwise provided for in “Appendix III – SUB-FUND DETAILS” for any Sub-Fund, Professional or Institutional Investors have to pay the Subscription Price within two (2) Business Days after the Valuation Day.

The Fund reserves the right to cancel a subscription and/or charge interest if full payment of the Subscription Price is not made or a completed subscription form is not received for an initial subscription within the above specified time period. In such circumstances the Fund has the right to bring an action against the defaulting Professional or Institutional Investor to obtain compensation for any loss directly or indirectly resulting from the failure by the Professional or Institutional Investor to settle the full Subscription Price by the due date. Additionally, the Fund reserves the right to, if timely payment of the Subscription Price for Shares is not made or a completed subscription form is not received for an initial subscription, cancel the relevant issue of Shares. A subscriber may be required to compensate the Fund and/or any relevant Distributor for any loss incurred in relation to such cancellation.

Unless otherwise specified in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS” for any Sub-Fund, requests for Subscriptions, redemptions and conversions from or to any Sub-Fund will be dealt with on the Valuation Day on which they are received. Provided they are received prior to the Cut-Off Time the investor will receive the Net Asset Value price calculated as of the relevant Valuation Day. Requests received after the Cut-Off time will be accepted on the next Valuation Day. As a result, requests for Subscriptions, redemptions and conversions of Shares shall be dealt with on an unknown net asset value basis before the determination of the Net Asset Value for that day.

The Board of Directors has the right to reject any request for the subscription or conversion of Shares from any investor engaging in practices of Market Timing/Late Trading or suspected of engaging in such practices and to take such further action as it may deem appropriate or necessary.

Subscription, redemption and conversion of Shares of a given Sub-Fund shall be suspended whenever the determination of the Net Asset Value per Share of such Sub-Fund is suspended by the Fund (see heading “1.13.2 Temporary Suspension of the Net Asset Value Calculation”).

Confirmation of completed Subscriptions, redemptions and conversions will normally be dispatched on the Business Day following the execution of the transaction.

No redemption payments will be made until the original application form and relevant subscription monies have been received from the Shareholder and all the necessary anti-money laundering checks have been completed. Redemption proceeds will be paid on receipt of faxed or otherwise received written instructions where such payment is made into the account specified by the Shareholder in the original application form submitted. However, any amendments to the Shareholder's registration details and payment instructions can only be effected upon receipt of original documentation.

The Management Company applies the equalization accounting procedure to the subscription and redemption of Shares. The equalization procedure characterises a method to keep the regular result and the earnings per share for all Shares of the Fund equal, irrespective of the time of purchase or sale.

#### ***1.7.1.3 Withdrawal of Requests for Subscription, Redemption and Conversion of Shares***

A Shareholder may withdraw a request for subscription, redemption or conversion of Shares in the event of a suspension of the determination of the Net Asset Value of the Shares and, in such event, a withdrawal will be effective only if written notification is received by the Board of Directors before the termination of the period of suspension. If the subscription, redemption or conversion request is not withdrawn, the Fund shall proceed to subscribe, redeem, or convert on the first applicable Valuation Day following the end of the suspension of the determination of the Net Asset Value of the Shares. All other requests to withdraw a Subscription, redemption or conversion request are at the sole

discretion of the Board, and will only be considered if received before the Cut-Off Time.

#### **1.7.1.4 Minimum Subscription and Holding Amounts and Eligibility for Shares**

The Board has set minimum initial and subsequent Subscription amounts and minimum holding amounts for each Class, as detailed under in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS”.

The Board has the discretion, from time to time, to waive or reduce any applicable minimum subscription amounts.

Where a Shareholder of a given Class accumulates a holding of sufficient size to satisfy the minimum subscription requirements of a “*parallel Class*” within that Sub-Fund with lower fees and expenses, the Shareholder may request that the Board of Directors, in its absolute discretion, convert the holding into Shares in the 'parallel Class'. A 'parallel Class' within a Sub-Fund is one that is identical except for the minimum subscription amount and expenses applicable to it.

The right to redeem or convert Shares is subject to compliance with any conditions (including any minimum subscription or holding amounts and eligibility requirements) applicable to the Class from which the redemption or conversion is being made, and also the Class into which the conversion is to be effected (the “**New Class**”). In the case of a transfer of Shares, whilst there is no change in actual Class, the minimum subscription and holding amounts will apply to the investment of the existing and new Shareholder after the transfer.

The Board of Directors may also, at any time, decide to compulsorily redeem all Shares from Shareholders whose holding is less than the minimum holding amount specified in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS” or who fail to satisfy any other applicable eligibility requirements set out above or stated in the relevant section of the relevant “Appendix III – SUB-FUND DETAILS”. In such case the Shareholder concerned will receive one (1) calendar month's prior notice so as to be able to increase its holding above such amount or otherwise satisfy the eligibility requirements.

Unless waived by the Board of Directors, if a redemption or conversion request would result in the amount remaining invested by a Shareholder falling below the minimum holding amount of that Share Class, such request will be treated as a request to redeem or convert, as appropriate, the Shareholder's total holding in that Share Class. If the request is to transfer Shares, then that request may be refused by the Board of Directors.

If, as a result of a conversion or transfer request, the value of a Shareholder's holding in the New Class would be less than the relevant minimum subscription amount, the Board of Directors may decide not to accept the request.

Shareholders are required to notify the Board of Directors immediately in the event that they are or become US Persons or hold Shares for the account or benefit of US Persons or hold Shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Fund or the Shareholders or otherwise be detrimental to the interests of the Fund. If the Board of Directors becomes aware that a Shareholder is holding Shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Fund or the Shareholders or would otherwise be detrimental to the interests of the Fund or that the Shareholder has become or is a US Person, the Board of Directors may, in its sole discretion, redeem the Shares of the Shareholder in accordance with the provisions of the Articles. Should a Shareholder become a US Person they may be subject to US withholding taxes and tax reporting.

Further information in relation to the Subscription, redemption and conversion of Shares is set out below.

### **1.7.2 Subscription of Shares**

The Shares of each Sub-Fund may be subscribed through the Registrar and Transfer Agent as indicated in the Subscription Application Form. Subscriptions are subject to acceptance by the Board of Directors in whole or in part at its sole discretion without liability. The Fund may also accept subscriptions transmitted via electronic means.

The Subscription Price of the Shares in each Class, denominated in the Reference Currency of the Class indicated in the relevant "Appendix III – SUB-FUND DETAILS", corresponds to the Net Asset Value of the relevant Class determined for the Valuation Day, on which the Subscription Application Form has been accepted, calculated as of the relevant Valuation Day.

Complete Subscription Application Forms for Shares should be received and approved by the Registrar and Transfer Agent before the Cut-Off Time. Subscription requests received and approved or deemed to be received and approved by the Registrar and Transfer Agent on a day which is not a Business Day or on a Business Day after the Cut-Off Time will be deemed to have been received on the next Business Day.

Dealing could be made as payment against delivery via Clearing houses such as Clearstream or Euroclear, as the case may be. In such case, Shares are registered in the share register in the name of Clearstream International and Euroclear's common depository. The Shares will be allotted at a price corresponding to the Net Asset Value per Share of the relevant Valuation Day. For Subscription Application Forms received by the Registrar and Transfer Agent and subscription amounts received by the Registrar and Transfer Agent after the aforesaid dates, the Shares will be allotted at a price corresponding to the relevant Valuation Day. The aforesaid periods for the submission of the Subscription Application Forms and the payment of the subscription amounts may be waived at the

discretion of the Board of Directors. The Board of Directors in exercising his discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued as of the Subscription Day. The Shares will only be issued in registered form.

Applicants wishing to subscribe for Shares should complete a Subscription Application Form and send it to the Registrar and Transfer Agent with all required identification documents and the statement that the applicant has read the KIID. Should such documents not be provided, the Registrar and Transfer Agent will request such information and documentation as it is necessary to verify the identity of an applicant. Shares will not be issued until such time as the Registrar and Transfer Agent or other banks, sub-Distributors and financial institutions authorised to that end have received and are satisfied with all the information and documentation requested to verify the identity of the applicant. Failure to provide such documentation or information may result in a delay of the subscription process or a cancellation of the subscription request.

In addition to the Subscription Price, taxes and stamp duties may need to be paid by Shareholders in certain countries where the Shares are offered.

The Subscription Price, payable in the Reference Currency of the relevant Class must be paid to the Paying Agent as specified for each Sub-Fund in the relevant "Appendix III – SUB-FUND DETAILS". However, a subscriber may, with the agreement of the Registrar and Transfer Agent, effect payment to the Paying Agent in any other freely convertible currency. The Registrar and Transfer Agent will arrange, on the Valuation Day concerned, for any necessary currency transaction to convert the subscription monies from the currency of subscription into the Reference Currency of the relevant Class. Any such currency transaction will be effected at the subscriber's cost and risk. Currency exchange transactions may however delay any issue of Shares since the Registrar and Transfer Agent may choose, in its discretion, to delay the execution of any foreign exchange transaction until cleared funds have been received by it. If timely settlement is not made, the application for Shares may be deemed null and void and Shares previously allotted may be cancelled.

The relevant confirmations of the registration of the Shares are delivered by the Registrar and Transfer Agent as soon as reasonably practicable and normally within three (3) Business Days following the relevant Business Day on which the Application Form has been accepted. Subscribers should always check this confirmation to ensure that the registration has been accurately recorded. This will also include a personal account number which, together with the Shareholder's personal details, is proof of its identity to the Fund. The personal account number should be used by the Shareholder for all future dealings with the Fund, a correspondent bank, the Management Company, the Registrar and Transfer Agent, the Distributor and any sub-Distributor.

Any changes to the Shareholder's personal details or loss of account number must be notified immediately either to the Registrar and Transfer Agent, the Distributor or to the relevant sub-Distributor,

who will, if necessary, inform the Registrar and Transfer Agent in writing. Failure to do so may result in the delay of an application for subscription, redemption or conversion.

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

The Board of Directors may at any time, at its sole discretion, temporarily suspend, definitely cease or limit the issue of Shares to persons or companies who reside or are domiciled in certain countries and territories or exclude them from subscribing Shares, if such measure is considered appropriate to protect the Shareholders or the Fund.

The minimum initial subscription amounts and any eligibility requirements for each Sub-Fund (or, if more than one Class has been issued in a Sub-Fund, for each Class) are specified in the relevant "Appendix III – SUB-FUND DETAILS". The Board of Directors may set different levels for minimum investments or minimum transactions or eligibility requirements for investors in certain countries for investment in different categories of each Sub-Fund, if the Directors decide to introduce this facility, as further specified in the relevant "Appendix III – SUB-FUND DETAILS".

For the same reasons, but always in accordance with the Articles, the Directors may provide for specific payment arrangements for investors in certain countries. In both cases an adequate description will be made available to investors in the relevant countries together with the Prospectus.

### **1.7.3 Contribution in Kind**

The Board of Directors may from time to time accept subscriptions for Shares against a contribution in kind of securities or other assets that could be acquired by the relevant Sub-Fund pursuant to its investment policy and restrictions. Any such contribution in kind will be valued in an auditor's report, to the extent required by laws and regulations, drawn up in accordance with the requirements of Luxembourg law. All supplemental costs associated with contributions in kind will be borne by the Shareholder making the contribution in kind or such other party as agreed by the Board of Directors.

### **1.7.4 Market Timing and Late Trading**

The Fund does not permit market timing and late trading (as set out in CSSF circular 04/146 on the Protection of UCIs and their investors against Late Trading and Market Timing) or related excessive, short-term trading practices.

### **1.7.5 Prevention of Money Laundering and Terrorist Financing**

Pursuant to international rules and Luxembourg laws and regulations comprising, but not limited to, the Law of 12 November 2004 on the fight against money laundering and the financing of terrorism, as

amended, the Grand-Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012 and CSSF Circulars 13/556 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 agent of a Luxembourg undertaking for collective investment must ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations. The Registrar and Transfer Agent may require subscribers to provide any document it deems necessary to effect such identification. In addition, the Registrar and Transfer Agent, may request any information that the Fund may require in order to comply with its legal and regulatory obligations, including but not limited to the above-mentioned laws and regulations, the CRS Law and FATCA Law. Any information about subscribers provided to the Board of Directors and/or the Registrar and Transfer Agent will be held and used in accordance with Luxembourg privacy laws.

In case of delay or failure by an applicant to provide the documents required, the application for subscription will not be accepted and in case of redemption, payment of redemption proceeds delayed. Neither the Fund, the Management Company nor the Registrar and Transfer Agent have any liability for delays or failure to process deals as a result of the applicant providing no or only incomplete documentation.

Shareholders may be requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations.

#### **1.7.6 Redemption of Shares**

The Shareholders may at any time exit the Fund by addressing to the Registrar and Transfer Agent an irrevocable application for redemption (in whole or in part) (the “**Redemption Request**”).

The Redemption Price corresponds to the Net Asset Value of the relevant Class determined as of the Valuation Day on which the Redemption Request is received by the Registrar and Transfer Agent. All Shares are redeemable at the option of the Shareholders on each Redemption Day. Redemption Requests must be received by the Registrar and Transfer Agent on the date and time specified for each Sub-Fund in the relevant Appendix. Redemption Requests received or deemed to be received by the Registrar and Transfer Agent on a day which is not a Business Day or on a Business Day after the Cut-Off Time will be deemed to have been received on the next Business Day.

If, for any reason, the value of the holdings of a single Shareholder in Shares of a particular Sub-Fund (or, if more than one Class of Shares have been issued in a Sub-Fund, of that Class) falls below the amount specified for each Sub-Fund in the relevant “Appendix III – SUB-FUND DETAILS”, then the Shareholder will at the discretion of the Fund be deemed to have requested the redemption of all of his Shares of that Sub-Fund (or, if applicable, of that Class).

As detailed in the relevant "Appendix III – SUB-FUND DETAILS" of each Sub-Fund, a redemption fee might be charged.

The Redemption Price of Shares presented for redemption will be paid within the timeframe specified in the relevant "Appendix III – SUB-FUND DETAILS".

Upon reception of a valid Redemption Request, the corresponding Shares will be cancelled in the Fund's share register. Any taxes, commissions and other fees incurred in the respective countries in which the Shares are redeemed will be charged.

The Redemption Price may be higher or lower than the subscription price paid at the date of issue of the Shares in accordance with changes in a Sub-Fund's Net Asset Value.

A confirmation statement will be sent by post to the relevant Shareholder (or third party as requested by the Shareholder), detailing the redemption proceeds due as soon as reasonably practicable after the Redemption Price has been determined. Shareholders should check this statement to ensure that the transaction has been accurately recorded.

Payment for Shares redeemed will be effected in the Reference Currency of the relevant Class after the relevant Valuation Day, unless legal constraints, such as foreign exchange controls or restrictions on capital movements, or other circumstances beyond the control of the Depositary, make it impossible or impracticable to transfer the redemption amount to the country in which the application for redemption was submitted.

If necessary, the Registrar and Transfer Agent will arrange the currency transaction required for the conversion of the redemption monies from the Reference Currency of the relevant Class into the relevant redemption currency. Such currency transaction will be effected with the Depositary or a Distributor, if any, at the redeeming Shareholder's cost and risk.

If the redemption (or conversion) of Shares in a Sub-Fund or in a Class on any Valuation Day exceeds 10% of the Shares in that Sub-Fund or that Class in issue that Valuation Day, the Fund may only restrict the number of redemptions (and conversions) to 10% of the total number of the Shares in that Sub-Fund or that Class in issue on that Valuation Day in case of special or extraordinary market circumstances where redemption of more than 10% of the Shares and therefore forced selling of large parts of the Sub-Fund's assets would hurt the remaining investors significantly. To safeguard the interests of Shareholders, this limitation will apply to all Shareholders who have requested the redemption (or conversion) of their Shares in a Sub-Fund or a Class on a Valuation Day pro rata of the Shares in the Sub-Fund or the Class tendered by them for redemption (or conversion). Any redemptions (or conversions) not carried out on that Valuation Day will be carried forward to the next Valuation Day. They will be dealt with on that Valuation Day under the same limitations, and in priority according to the

date of receipt of the application for redemption (or conversion). If redemption (or conversion) requests are carried forward, the Fund will inform the Shareholders affected thereby.

The redemption of the Shares may be suspended by decision of the Board of Directors, in the cases mentioned under the heading “ Temporary Suspension of the Net Asset Value Calculation “ or by decision of the CSSF when required in the interest of the public or of the Shareholders and, in particular, when the legal, regulatory or contractual provisions concerning the activity of the Fund have not been complied with.

If the Fund discovers at any time that a person, who is precluded from holding Shares in the Fund, such as a U.S. Person or a non Professional or Institutional Investor (if applicable), either alone or in conjunction with any other person, whether directly or indirectly, is a beneficial or registered owner of Shares, the Fund may at its discretion and without liability, compulsorily redeem the Shares at the Redemption Price as described above after giving notice, and upon redemption, the person who is precluded from holding Shares in the Fund will cease to be the owner of those Shares. The Fund 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 person who is precluded from holding Shares in the Fund.

#### **1.7.7 Redemption in Kind**

The Board of Directors and the Management Company may, at the request of a Shareholder, agree to make, in whole or in part, a distribution in-kind of securities of the relevant Sub-Fund to that Shareholder in lieu of paying to that Shareholder redemption proceeds in cash in accordance with the Articles. The Board of Directors or the Management Company will agree to do so if they determine that such a transaction would not be detrimental to the best interests of the remaining Shareholders of the relevant Sub-Fund. Such redemption will be effected at the Net Asset Value per Share of the relevant Class of the Sub-Fund which the Shareholder is redeeming, and thus will constitute a pro rata portion of the Sub-Fund's assets attributable in that Class in terms of value. The assets to be transferred to such Shareholder shall be determined by the Investment Manager, with regard to the practicality of transferring the assets and to the interests of the Sub-Fund and continuing participants therein and to the Shareholder. Such a Shareholder may incur brokerage and/or local tax charges on any transfer or sale of securities so received in satisfaction of redemption. The net proceeds from this sale by the redeeming Shareholder of such securities may be more or less than the corresponding redemption price of Shares in the relevant Sub-Fund due to market conditions and/or differences in the prices used for the purposes of such sale or transfer and the calculation of the Net Asset Value of Shares of the Sub-Fund. The selection, valuation and transfer of assets shall be subject to the review and approval of the Auditor. All supplemental costs associated with redemptions in kind will be borne by the Shareholder requesting the redemption in kind or such other party as agreed by the Board of Directors and the Management Company.

### **1.7.8 Conversion of Shares**

Unless otherwise determined in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS", any Shareholder is entitled to request the conversion of the whole or a part of his Shares of one Class into Shares of another Class, within the same Sub-Fund or from one Sub-Fund to another Sub-Fund subject to such restrictions as to the terms and conditions as determined by the Board of Directors from time to time in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS". The price for the conversion of Shares from one Class into another Class shall be computed by reference to the respective Net Asset Value of the two (2) Classes, calculated on the same Valuation Day.

Applications for conversions must be received by the Registrar and Transfer Agent on the date and time specified for each Sub-Fund in the relevant "Appendix III – SUB-FUND DETAILS". Applications received after that time will be processed on the next Valuation Day. The settlement date applied to the conversion will be the same as that applied to redemptions. In converting Shares of a Class for Shares of another Class, a Shareholder must meet applicable minimum investment requirements as well as any other conditions imposed by the acquired Class.

If as a result of any request for conversion made through the conversion form the number or the aggregate Net Asset Value of the Shares held by any Shareholder in any Class would fall below the minimum investment set out in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS", the Board of Directors may refuse on a discretionary basis to convert the Shares from one Class to another Class.

The Shares which have been converted into Shares of another Class or/and of another Sub-Fund shall be cancelled on the relevant Subscription Day.

A conversion fee may result from the conversion of Shares from a Class to another Class and/or from a Sub-Fund to another Sub-Fund, as further disclosed for the relevant Sub-Fund in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS".

### **1.8 Listing of Shares**

At the discretion of the Board of Directors, some Classes of the Sub-Funds may be listed for reporting and trading on any stock exchange determined by the Board from time to time.

Such listings will be published on the website of the Fund and in accordance with the rules of the relevant stock exchange.

The Fund requires that all Shares acquired by any Shareholder holding the Shares on securities accounts through VP SECURITIES A/S shall be registered and be recorded by name in the Fund's

share register held by VP Investors Services A/S in Denmark. The registration of the ownership of the Shares with VP Investors Services A/S is carried out by the relevant financial institution acting on behalf of the Shareholders as Depositary by keeping each of the Shareholders' Shares in custody.

## **1.9 Transfer of Shares**

A Shareholder may request the transfer of part or all of his Shares to another person. The transfer may only be processed provided the Fund is satisfied that the transferor and the transferee fulfil all the requirements applicable to redemption and subscription of Shares. Appropriate charges for such transfers may be levied, as further described in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS".

The transfer of Shares may normally be effected by delivery to the relevant Registrar and Transfer Agent and/or the Board of Directors and / or the Management Company of an instrument of transfer in appropriate form (the "**Transfer Request**"). On the receipt of the Transfer Request, and after reviewing the endorsement(s), signature(s) may be required to be certified by an approved bank, stock broker or public notary.

The right to transfer Shares is subject to the minimum investment and holding requirements as further disclosed for each Sub-Fund in the relevant section of the relevant "Appendix III – SUB-FUND DETAILS".

Shareholders are advised to contact the relevant Registrar and Transfer Agent or the Board or the Management Company prior to requesting a transfer to ensure that they have the correct documentation for the transaction.

Transfer Requests must be received by the Registrar and Transfer Agent on the date and time specified for each Sub-Fund in the relevant Appendix, as applicable for subscription and redemption. Transfer Requests received or deemed to be received by the Registrar and Transfer Agent on a day which is not a Business Day or on a Business Day after the Cut-Off Time will be deemed to have been received on the next Business Day.

## General Information

### **1.10 Meetings**

The annual general meeting of Shareholders (the “*Annual Meeting*”) will be held at the registered office of the Fund in Luxembourg on the first Friday of the month of April at 2.00 p.m. or, if any such day is not a Business Day in Luxembourg, on the previous Business Day.

To the extent required by Luxembourg law, notices of all general meetings will be published in the RESA, in the Luxemburger Wort and in such other newspaper as the Board shall determine and will be sent to the holders of registered Shares by post at least eight (8) calendar days prior to the meeting at their addresses shown on the register of Shareholders. Such notices will include the agenda and will specify the time and place of the meeting and the conditions of admission. They will also refer to the rules of quorum and majorities required by Luxembourg law and laid down in Articles 67 and 67-1 of the 1915 Law and in the Articles.

Under the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of Shareholders may provide that the quorum and the majority applicable for this general meeting will be determined by reference to the Shares issued and outstanding at a certain date and time preceding the general meeting (the “**Record Date**”), whereas the right of a Shareholder to participate at a general meeting of Shareholders and to exercise the voting right attached to his / her / its Shares will be determined by reference to the Shares held by this Shareholder as at the Record Date.

The Fund draws the investor's attention to the fact that an investor will only be able to fully exercise its investor rights directly against the Fund, notably the right to participate in general meeting of Shareholders, if the investor is registered itself and in its own name in the share register of the Fund. In cases where an investor subscribes Shares of the Fund through an intermediary investing in the Fund in its own name but on behalf of the investor, it may not always be possible for the investor to exercise certain shareholder rights directly against the Fund. Investors are advised to take advice on their rights.

### **1.11 Reports and Accounts**

Audited annual reports shall be published within four (4) months following the end of the accounting year and unaudited semi-annual reports shall be published within two (2) months following the period to which they refer. Such report will also be sent to the CSSF. The annual and semi-annual reports shall be made available at the registered office of the Fund during ordinary office hours.

The accounting year of the Fund commences on 1 January of each year and terminates on 31 December of each year.

The Fund will publish an annual report as per 31 December and a semi-annual report drawn up as per 30 June.

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

### **1.12 Allocation of assets and liabilities among the Sub-Funds**

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

- a. The proceeds from the issue of Shares from any Sub-Fund shall be applied in the books of the Fund to the pool of assets established for that Sub-Fund and the assets and liabilities and income and expenditure attributable thereto shall be applied to such pool subject to the provisions set forth hereafter;
- b. Where any asset is derived from another asset, such derivative asset shall be applied in the books of the Fund to the same pool as the asset from which it was derived and on each revaluation of an asset, the increase or diminution in the value shall be applied to the relevant pool;
- c. Where the Fund incurs a liability which relates to any asset of a particular pool or to any action taken in connection with an asset of a particular pool, such liability shall be allocated to the relevant pool;
- d. In the case where any asset or liability of the Fund cannot be considered as being attributable to a particular pool, such asset or liability shall be allocated to all the pools, pro rata to the net assets of the relevant Sub-Funds;
- e. Upon the payment of dividends to the Shareholders in any Sub-Fund, the Net Asset Value of such Sub-Fund shall be reduced by the amount of such dividends.

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

### **1.13 Determination of the Net Asset Value of Shares**

#### **1.13.1 Calculation and Publication**

The calculation of the Net Asset Value per Share of each Class within each Sub-Fund will be carried out by the Administrative Agent, in accordance with the requirements of the Articles. The Net Asset Value per Share of each Class within each Sub-Fund shall be expressed in the Reference Currency of each Class within each Sub-Fund, to the nearest two (2) decimal places, and shall be determined for each Sub-Fund on the relevant Valuation Day, by dividing the net assets of the Sub-Fund attributable to

Shares in such Class within such Sub-Fund (being the value of the portion of assets less the portion of liabilities attributable to such Class within such Sub-Fund, on any such Valuation Day) by the number of Shares of the relevant Class within the relevant Sub-Fund then outstanding, in accordance with the valuation rules set forth below. If, since the time of determination of the Net Asset Value, there has been a material change in the quotations in the markets on which a substantial portion of the investments attributable to the relevant Class within the relevant Sub-Fund are dealt in or quoted, the Fund may, in order to safeguard the interests of the Shareholders and the Fund, cancel the first valuation and carry out a second valuation for all applications received on the relevant Valuation Day or temporarily suspend the Net Asset Value Calculation in accordance with section 1.13.2 of the Prospectus.

The value of such assets is determined by the Administrative Agent as follows:

- a. The value of any cash on hand or in deposits, bills, demand notes and accounts receivables, prepaid expenses, dividends and interests matured but not yet received shall be valued at the par-value of the assets except however if it appears that such value is unlikely to be received. In such a case, subject to the approval of the Board of Directors, the value shall be determined by deducting a certain amount to reflect the true value of these assets;
- b. The value of assets which are listed or dealt in on any stock exchange is based on the last available price on the stock exchange which is normally the principal market for such assets;
- c. The value of assets dealt in on any Other Regulated Market is based on the last available price;
- d. In the event that any assets are not listed or dealt in on any stock exchange or on any other Regulated Market, or if, with respect to assets listed or dealt in on any stock exchange, or Other Regulated Market as aforesaid, the price as determined pursuant to sub-paragraph (b) or (c) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith;
- e. The market value of 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 market value of futures 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 or options contracts are traded by the Fund. 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. Interest rate swaps will be valued at their market value established by reference to the applicable interest rate curve;

- f. The value of Money Market Instruments not listed or dealt in on any stock exchange or any other Regulated Market and with remaining maturity of less than twelve (12) calendar months and of more than ninety (90) calendar days is deemed to be the market value thereof, increased by any interest accrued thereon. Money Market Instruments with a remaining maturity of ninety (90) calendar days or less will be valued by the amortized cost method, which approximates market value;
- g. Units or shares of open-ended UCI will be valued at their last determined and available net asset value or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the Board of Directors on a fair and equitable basis. Units or shares of a closed-ended UCI will be valued at their last available stock market value;
- 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.

The value of all assets and liabilities not expressed in the Reference Currency of a Class or Sub-Fund will be converted into the Reference Currency of such Class or Sub-Fund at the rate of exchange determined at the relevant Valuation Day in good faith by or under procedures established by the Board of Directors.

To the extent that the Board of Directors consider that it is in the best interests of the Fund, given the prevailing market conditions and the level of subscriptions or redemptions requested by Shareholders in relation to the size of any Sub-Fund, an adjustment, as determined by the Board of Directors at their discretion, may be reflected in the Net Asset Value of the Sub-Fund for such sum as may represent the percentage estimate of costs and expenses which may be incurred by the relevant Sub-Fund under such conditions.

The Net Asset Value per Share and the issue, redemption and conversion prices per Share of each Class within each Sub-Fund may be obtained during business hours at the registered office of the Management Company and from the Administrative Agent.

The Board of Directors and the Management Company may at their discretion permit any other method of valuation to be used if they consider that such method of valuation better reflects value generally or in particular markets or market conditions and is in accordance with good practice.

### 1.13.2 Temporary Suspension of the Net Asset Value Calculation

The Fund may temporarily suspend the determination of the Net Asset Value per Share of any Class or Sub-Fund and the issue and redemption of its Shares from its Shareholders as well as the conversion from and to Shares of each Class or Sub-Fund:

- a. during any period when any of the principal stock exchanges, regulated market on which a substantial plan of the Fund's investments attributable to such Sub-Fund is quoted, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Sub-Fund is denominated, are closed otherwise than for ordinary holidays or during which dealings are substantially restricted or suspended; or
- b. when political, economic, military, monetary or other emergency events beyond the control, liability and influence of the Fund make the disposal of the assets of any Sub-Fund impossible under normal conditions or such disposal would be detrimental to the interests of the Shareholders; or
- c. during any breakdown in the means of communication network or data processing facility normally employed in determining the price or value of any of the relevant Sub-Fund's investments or the current price or value on any market or stock exchange in respect of the assets attributable to such Sub-Fund; or
- d. during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of ordinary Shares of such Sub-Fund or during which any transfer of funds involved in the realization or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange; or
- e. during any period when for any other reason the prices of any investments owned by the Fund cannot promptly or accurately be ascertained; or
- f. during any period when the Board of Directors so decides, provided all Shareholders are treated equally and all relevant laws and regulations are applied (i) as soon as an extraordinary general meeting of Shareholders of the Fund or a Sub-Fund has been convened for the purpose of deciding on the liquidation or dissolution of the Fund or a Sub-Fund and (ii) when the Board of Directors is empowered to decide on this matter, upon its decision to liquidate or dissolve a Sub-Fund; or
- g. whenever exchange or capital movement restrictions prevent the execution of transactions on behalf of the Fund; or

- h. when exceptional circumstances might adversely affect Shareholders' interests or in the case that significant requests for Subscription, redemption or conversion are received, the Board of Directors reserves the right to determine the value of Shares in one or more Sub-Funds only after having sold the necessary securities, as soon as possible on behalf of the Sub-Fund(s) concerned. In this case, Subscriptions, redemptions and conversions that are simultaneously in the process of execution will be treated on the basis of a single Net Asset Value in order to ensure that all Shareholders having presented requests for Subscription, redemption or conversion are treated equally; or
- i. if the Board of Directors has determined that there has been a material change in the valuations of a substantial proportion of the investments of a Sub-Fund attributable to a particular Class in the preparation or use of a valuation or the carrying out of a later or subsequent valuation; or
- j. during any other circumstance or circumstances where a failure to do so might result in a Sub-Fund or its Shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or any other detriment which a Sub-Fund or its Shareholders might otherwise have suffered; or
- k. during any period when the determination of the net asset value per share of and/or the redemptions in the underlying investment funds representing a material part of the assets of the relevant Class is suspended; or
- l. provided that any such suspension is justified for the protection of the Shareholders in accordance with the provisions on mergers of the 2010 Law, the Fund may temporarily suspend the subscription, the redemption or the repurchase of its Shares.

Any such suspension shall be published, if appropriate, by the Fund and may be notified to Shareholders having made an application for Subscription, redemption or conversion of Shares for which the calculation of the Net Asset Value has been suspended.

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

Any request for Subscription, redemption or conversion shall be irrevocable except in the event of a suspension of the calculation of the Net Asset Value.

#### **1.14 Calculation of Subscription Prices**

The Subscription Price per Share of each Share Class is calculated by adding a Placement Fee, expenses, costs or fees, if any, to the Net Asset Value per Share. The Placement Fee, if any, will be calculated as a percentage of the Net Asset Value per Share not exceeding the levels shown in “Appendix III – SUB-FUND DETAILS”.

#### **1.15 Merger or Liquidation of Sub-Funds**

##### **- Liquidation of a Sub-Fund**

The Board of Directors may decide to liquidate any Sub-Fund if the net assets of such Sub-Fund fall below seven million five hundred thousand Euro (EUR 7,500,000) and such fall is not cured during a four-month-period or the value of the net assets of any Class within a Sub-Fund has decreased below such an amount considered by the Board of Directors as the minimum level under which the Class and/or the Sub-Fund may no longer operate in an economic efficient way or if a change in the economic or political situation relating to the Sub-Fund concerned would justify such liquidation. The decision to liquidate will be published by the Fund prior to the effective date of the liquidation and the publication will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board of Directors otherwise decides in the interests of, or to keep equal treatment between, the Shareholders, the Shareholders of the Sub-Fund concerned may continue to request redemption or conversion of their Shares free of charge. Assets which are not distributed upon the close of the liquidation of the Sub-Fund will be transferred to the *Caisse de Consignation* on behalf of those entitled within the delays prescribed by Luxembourg laws and regulations and shall be forfeited in accordance with Luxembourg law. The liquidation shall take place within nine (9) months from the decisions of the Boards of Directors to liquidate the Sub-Fund.

##### **- Merger of a Sub-Fund**

Under the conditions set out in the 2010 Law, any merger of a Sub-Fund with another Sub-Fund of the Fund or with another UCITS (whether subject to Luxembourg law or not) shall be decided by the Board of Directors unless the Board of Directors decides to submit the decision for the merger to the meeting of Shareholders of the Sub-Fund concerned. In the latter case, no quorum is required for this meeting and the decision for the merger is taken by a simple majority of the votes cast. In the case of a merger of a portfolio where, as a result, the Fund ceases to exist, the merger shall, notwithstanding the foregoing, be decided by a meeting of Shareholders resolving in accordance with the quorum and majority requirements for an amendment of the Articles.

#### **1.16 Liquidation of the Fund**

The Fund is incorporated for an unlimited period and liquidation shall normally be decided upon by an extraordinary general meeting of Shareholders subject to the quorum and majority requirements applicable for amendments to the Articles.

If the share capital of the Fund falls below two-thirds (2/3) of the minimum capital, the Board of Directors must submit the question of the dissolution of the Fund to a general meeting for which no quorum shall be prescribed and which shall decide by a simple majority of the shares represented at the meeting.

If the capital of the Fund falls below one-fourth (1/4) of the minimum capital, the Board of Directors must submit the question of the dissolution of the Fund to a general meeting for which no quorum shall be prescribed; dissolution may be resolved by Shareholders holding one-fourth (1/4) of the shares at the meeting.

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

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

The liquidation shall take place within nine (9) months from the decisions of the Boards of Directors to liquidate the Fund.

### **1.17 Conflicts of Interest**

Prospective investors should note that the member(s) of the Board of Directors, the Management Company, the Depositary, the Investment Manager(s), the Sub-Investment Manager(s) and possibly other parties may be subject to various conflicts of interest in their relationships with the Fund. The following considerations are given on a non-exhaustive basis.

The Board of Directors and the Management Company shall act exclusively in the best interests of the Fund.

Should the Board of Directors or the Management Company become aware of a material conflict of interest in a contemplated transaction, the Board of Directors or the Management Company shall use its best endeavours to settle such conflict on an arm's length basis prior to completion of such transaction.

In the course of their regular business activities, Shareholders may possess, or come into possession of, information directly relevant to investment decisions of the Fund. No such Shareholders will be required or expected to disclose or otherwise reveal any such information to third parties, including the Fund.

There is no prohibition on the Fund entering into any transactions with the members of Board of Directors or any Investment Manager/Sub-Investment Manager(s), the Registrar and Transfer Agent or the Depositary or with any of their affiliates, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length. The Investment Manager(s)/Sub-Investment Manager(s) or any of its affiliates acting in a fiduciary capacity with respect to its client accounts may recommend to or direct its clients to buy and sell Shares of the Fund.

The Administrative Agent, Domiciliary Agent, Paying Agent, Registrar and Transfer Agent and the Depositary are considered related parties.

#### **1.17.1 Management Company**

##### Conflicts of interest policy

The Management Company may from time to time act as management company to other funds. It is therefore possible that the Management Company may, in the course of its business, have potential conflicts of interest with the Fund. The Management Company will, however, have regard in such event to its obligations under the Management Company Agreement and in the event that a conflict of interest does arise, the Management Company will endeavor to ensure that it is resolved fairly.

The Management Company has implemented a conflicts of interest management policy in accordance with the 2010 Law and the relevant CSSF regulations and circulars.

#### **1.17.2 Investment Manager**

##### Conflicts of interest policy

The Investment Manager or Sub-Investment Manager(s) may from time to time act as investment manager or investment adviser to other funds or investment products and may from time to time invest the Fund's assets in such funds or products. It is therefore possible that the Investment Manager or Sub-Investment Manager(s) may, in the course of their business, have potential conflicts of interest with the Fund. The Investment Manager or Sub-Investment Manager(s) may, for example, make investments for other clients or on their own behalf without making the same available to the Fund. The Investment Manager or Sub-Investment Manager(s) will, however, have regard in such event to their obligations under the Investment Management Agreement/sub-investment management agreement and, in particular, to their obligations to act in the best interest of the Shareholders and in accordance with the principle of equal treatment of Shareholders whilst also having regard to their obligations to other clients

when undertaking any investment where potential conflicts of interest may arise. In the event that a conflict of interest does arise, the Investment Manager or Sub-Investment Manager(s) will endeavor to ensure that it is resolved fairly.

### **1.17.3 General**

The Management Company, the Investment Manager/Sub-Investment Manager(s) or any delegate of the Investment Manager or any subsidiary company of any of them may:

- become the owner of Shares and hold, dispose of or otherwise deal with those Shares as if that person were not the Management Company, the Investment Manager/Sub-Investment Manager(s) or any delegate of the Investment Manager or any parent company of them, as the case may be;
- deal in property of any description on that person's individual account notwithstanding the fact that property of that description is included in the assets of the Fund;
- enter into any financial, banking or other transaction with one another or with any Shareholder or any company or body any of whose investments form part of the Fund or have an interest in any such transaction; without that party having to account to any other such party, to the Shareholders or any of them for any profits or benefits made by or derived from or in connection with any such transaction.

### **1.18 Material Contracts**

The following material contracts have been or shall be entered into:

- a. A Management Company Agreement, effective from 1 October 2016, between the Fund and Global Evolution Manco pursuant to which the latter was appointed Management Company of the Fund. The Management Company Agreement is entered into for an unlimited period and may be terminated by either party upon three (3) months' written notice or as further described in the Management Company Agreement.
- b. A Depositary Agreement entered between the Fund and The Bank of New York Mellon SA/NV, Luxembourg Branch effective from 18 March 2016. The Depositary Agreement is entered into for an unlimited period and may be terminated by either party upon ninety (90) calendar days' written notice, or as further described in the Depositary Agreement.
- c. The Investment Management Agreement entered into with the Investment Manager between the Management Company and the Investment Manager with the consent of the Fund, delegating the function of the investment manager from the Management Company to the Investment Manager.

The Investment Management Agreement is entered into for an indefinite period and may be terminated (i) by the Management Company – in respect of one or more of the Sub-Funds – at any time upon providing written notice to the relevant Investment Manager whereupon the management authorisation is immediately revoked for the relevant Sub-Fund(s) or (ii) by the Investment Manager upon providing 30 (thirty) calendar days' notice to expire at the end of a calendar quarter or as further detailed in the respective Investment Management Agreement.

- d. A Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement, effective from 1 October 2016, between the Management Company, the Fund and The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.) pursuant to which the latter was appointed as paying, registrar, administrative and transfer agent of the Fund. The Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement is entered into for an unlimited period and may be terminated by either party upon ninety (90) calendar days' written notice, or as further described in the Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement.

### **1.19 Documents**

Copies of the contracts mentioned above are available for inspection at the registered office of the Fund and copies of the Articles, the current Prospectus, the current KIID(s) and the latest financial reports may be obtained free of charge upon request during normal office hours at the registered office of the Fund.

The Management Company informs investors that the KIID for each Class is available on [www.globalevolutionfunds.com](http://www.globalevolutionfunds.com). Before subscribing to any Class and to the extent required by local laws and regulations each investor shall read the KIID of the relevant Class. The KIID provides information in particular on historical performance, the synthetic risk and reward indicator and charges. Investors may download the KIID on the website mentioned above or obtain it in paper form or on any other durable medium agreed between the Management Company or the intermediary and the investor.

### **1.20 Data Protection**

The Fund may collect information from a Shareholder or prospective Shareholder from time to time in order to develop and process the business relationship between the Shareholder or prospective Shareholder and the Fund, and for other related activities in accordance with the data protection law applicable in Luxembourg (including, but not limited to, the Luxembourg law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data, as amended from time to time). Any personal data (i.e. any information relating to an identified or identifiable natural person) that is furnished in connection with an investment in the Fund may be held on computers and processed by the Fund, acting as data controller, as well as its various service providers, mainly the Management Company, the Investment Managers, the Administrative, Domiciliary, Paying, Registrar and Transfer Agent (each as defined in the section Directory of this Prospectus) and their affiliates and agents

(together hereafter the "Entities") acting as data processors. If a Shareholder or prospective Shareholder fails to provide such information in a form which is satisfactory to the Fund, the Fund may restrict or prevent the ownership of Shares in the Fund and the Fund, the Depositary, the Administrative, Domiciliary, Paying, Registrar and Transfer Agent, the Management Company and / or the Distributor (as the case may be) shall be held harmless and indemnified against any loss arising as a result of the restriction or prevention of the ownership of Shares.

Personal data may be processed for the purposes of carrying out the services provided by the Entities (such as a shareholder servicing account management including processing subscription, conversion and redemption orders and shareholders' communications) as well as to comply with legal or regulatory obligations including but not limited to legal or regulatory obligations under applicable fund and company law such as maintaining the register of shareholders and recording orders, anti-money laundering and counter-terrorist financing law (such as carrying out customer due diligence) and tax law (such as reporting under the FATCA Law and the CRS Law (as defined hereafter) and similar laws and regulations in Luxembourg or at EU level).

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 described above.

By completing and returning an Application Form, Shareholders consent to the use of personal data by the Entities and in particular, the disclosure of their personal data to, and the processing of their personal data by the parties referred to above including affiliates situated in countries outside of the European Union which may not offer a similar level of protection as the one deriving from Luxembourg data protection law. Investors acknowledge that the transfer of their personal data to these parties may occur via, and/or their personal data may be processed by, parties in countries (such as, but not limited to, the United States) which may not have data protection requirements deemed equivalent to those prevailing in the European Union. The Fund may disclose personal data to its agents, service providers (such as the Investment Manager) or if required to do so by force of law or regulatory authority.

Investors are also informed that, as a matter of general practice, telephone conversations and instructions may be recorded as proof of a transaction or related communication. Such recordings will benefit from the same protection under Luxembourg law as the information contained in this application form and shall not be released to third parties, except in cases where the Fund, the Management Company or/and the Registrar and Transfer Agent are compelled or entitled by law or regulation to do so.

Shareholders will upon written request be given access to their own personal data provided to the Fund. Shareholders may request in writing the rectification of, and the Fund will upon written request rectify, personal data in accordance with applicable data protection law. All personal data shall not be held by the Fund for longer than necessary with regard to the purpose of the data processing.

Investors acknowledge and accept that failure to provide relevant personal data requested by the Fund, the Management Company and/or the Administrative, Domiciliary, Paying, Registrar and Transfer Agent in the course of their relationship with the Fund may prevent them from maintaining their holdings in the Fund and may be reported by the Fund, the Management Company and/or the Administrative, Domiciliary, Paying, Registrar and Transfer Agent to the relevant Luxembourg authorities.

Investors acknowledge and accept that the Fund, the Management Company or the Administrative, Domiciliary, Paying, Registrar and Transfer Agent will report any relevant information in relation to its investment in the Fund to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in the FATCA Law, CRS on OECD and EU levels or equivalent Luxembourg legislation.

The personal data is not intended to be used for marketing purposes.

Reasonable measures have been taken to ensure confidentiality of the personal data transmitted between the parties mentioned above. However, due to the fact that the personal data is transferred electronically and available outside of Luxembourg, the same level of confidentiality and the same level of protection in relation to data protection law as currently in force in Luxembourg may not be guaranteed while the personal data is kept abroad.

The Fund will accept no liability with respect to any unauthorised third party receiving knowledge and/or having access to the investor's personal data, except in the event of wilful negligence or gross misconduct of the Fund.

The Fund is responsible for the treatment of the personal data provided for in the CRS Law. The investors have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) which can be exercised by contacting the Fund at its registered office.

The Fund is responsible for the treatment of the personal data provided for in the FATCA Law. The personal data obtained will be used for the purposes of the FATCA Law and such other purposes indicated by the Fund in the Prospectus in accordance with applicable data protection legislation, and may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*). Responding to FATCA-related questions is mandatory. The Investors have a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*) and may contact the Fund at its registered office to exercise their right.

Personal data shall not be held for longer than necessary with regard to the purpose of the data processing, subject always to applicable legal minimum retention periods.

## **Dividend Policy**

### **1.21 Distribution Policy**

The Board of Directors may declare dividends in respect of the Shares of certain Classes in accordance with the Articles (the “**Distribution Class**”). Any specific distribution policies for each Class of a Sub-Fund are set forth in the relevant Appendix in the section “Appendix III – SUB-FUND DETAILS”.

Distribution Classes are identifiable by a (“DD”) following the Class name (e.g. Class R (DD) Shares).

Dividends may be declared in respect of each Distribution Class of each Sub-Fund by a meeting of shareholders of the Fund at the end of each financial year. The Board of Directors may declare interim dividends in respect of certain Classes either on a monthly, quarterly or semi-annual basis as it deems appropriate. The Board of Directors will normally recommend that distributions are made from equalized ordinary net income, however if the equalized ordinary net income is not sufficient, the Board of Directors may determine if, and to what extent, the dividend may be paid out of capital, or paid gross of expenses.

Dividends will normally be declared in the Reference Currency of the Share Class.

Dividends, if paid, may be paid from any account permitted by law. Dividends if declared and paid shall be debited to the relevant Class.

### **1.22 Authentication Procedure**

The Board of Directors may carry out any authentication procedures that it considers appropriate relating to dividend payments. This aims to mitigate the risk of error and fraud for the Fund, its agents or Shareholders. Where it has not been possible to complete authentication procedures to its satisfaction, the Board of Directors may delay the processing of payment instructions to a date later than the envisaged dividend payment date, when authentication procedures have been satisfied.

If the Board of Directors is not satisfied with any verification or confirmation, it may decline to execute the relevant dividend payment until satisfaction is obtained. Neither the Board of Directors nor the Fund shall be held responsible to the Shareholder or anyone if it delays execution or declines to execute dividend payments in these circumstances.

Dividends remaining unclaimed five (5) years after the dividend record date will be forfeited and will accrue for the benefit of the relevant Sub-Fund.

## Management and Administration

### 1.23 Board of Directors

The Fund has a Board of Directors composed of at least three (3) Directors.

The Directors are responsible for its management and control including the determination of investment policies and of investment restrictions and powers.

The Board of Directors anticipates meetings at regular intervals in accordance with good corporate governance to review and assess the investment policy and performance of the Fund and the Sub-Funds and generally to supervise the conduct of its affairs. The Directors, however, in their capacity as Directors, are not responsible for the day-to-day operations and administration of the Fund, nor are responsible for making or approving any investment decisions, having delegated such investment responsibilities to the Management Company pursuant to the Management Company Agreement as well as the day-to-day administrative functions and the calculation of the Net Asset Values, in accordance with its powers of delegation as set out in the 2010 Law, the Prospectus and the Articles. The Board of Directors will review, on a periodic basis, the performance of such delegate.

The Directors are Mr. Eric Chinchon, Ms. Priscilla Hardison and Mr. Søren Rump. Certain background information on the Directors is set forth below.

- **Mr. Eric Chinchon** is a Partner of ME Business Solutions S.à.r.l. in Luxembourg. He has gained significant experience in the financial services sector within his positions as General Manager of Mercuria Services and Mercuria Management Company S.A. and Senior Auditor at KPMG Luxembourg. Furthermore, Mr. Chinchon is a member of the board in several UCITS structures and related financial companies;

Mr. Eric Chinchon has been appointed as chairman of the Board of Directors.

- **Ms. Priscilla Hardison** is Managing Director of Global Evolution Manco in Luxembourg. Ms. Hardison has over twenty years of experience in the asset management sector within positions as Head of Investment Funds and Client Management for CPH Capital Fondsmælgerselskab A/S, Chief Operation Officer and Director of Sales for Uttrup Financial Advisors A/S, Institutional Marketer at Danske Capital and Senior Portfolio Manager at Nordea Investment Management. Ms. Hardison holds an MBA in Finance from Pace University.

- **Mr. Søren Rump** is the Chief Executive Officer of Global Evolution Fondsmæglerselskab A/S, a company he co-founded in May 2007. Prior to forming Global Evolution, Mr. Rump was the co-founder and co-head of Sydbank's Emerging Markets & Structured Credit Group within Sydbank Asset

Management. Mr. Rump holds a MSC in Economics from the University of Aarhus and he has been a CFA Charterholder since 2003.

If additional Directors are elected, the Fund may compensate such Directors (other than the Fund's Investment Manager or any persons affiliated with the Investment Manager) with respect to services rendered in that capacity.

#### **1.24 Management Company**

The Board has appointed Global Evolution Manco to serve as its designated management company within the meaning of chapter 15 of the 2010 Law pursuant to the Management Company Agreement.

The directors of the Management Company are Ms Priscilla Hardison, Ms Jeannine Alff-Beckius, Mr Vincent Decalf, Mr. Søren Rump and Mr. Linwood Bradford.

The Management Company will provide, subject to the overall control of the Board, (i) asset management services, (ii) central administration, registrar and transfer agency services, and (iii) distribution services to the Fund. The rights and duties of the Management Company are further laid down in chapter 15 of the 2010 Law.

The Management Company must at all time act honestly and fairly in conducting its activities in the best interest of the Shareholders and in conformity with the 2010 Law, the Prospectus and the Articles.

The Management Company is vested with the day-to-day administration of the Fund. In fulfilling its duties as set forth by the 2010 Law and the Management Company Agreement; Global Evolution Manco is authorised, for the purpose of more efficient conduct of its business, to delegate, under its responsibility and control, and with the prior consent of the Fund and subject to the approval of the CSSF, part or all of its functions and duties to any third party, which, having regard to the nature of the functions and duties to be delegated, must be qualified and capable of undertaking the duties in question. The Management Company shall assume its responsibilities in respect of all matters so delegated.

The Management Company will require any such agent to which it intends to delegate its duties to comply with the provisions of the Prospectus, the Articles and the relevant provisions of the Management Company Agreement.

In relation to any delegated duty, the Management Company shall implement appropriate control mechanisms and procedures, including risk management controls, and regular reporting processes in order to ensure an effective supervision of the third parties to whom functions and duties have been delegated and that the services provided by such third party service providers are in compliance with the Articles, the Prospectus and the agreement entered into with the relevant third party service

provider(s). Global Evolution Manco shall be careful and diligent in the selection and monitoring of the third parties to whom functions and duties may be delegated and ensure that the relevant third parties have sufficient experience and knowledge as well as the necessary authorisations required to carry out the functions delegated to them.

Pursuant to Article 111bis of the 2010 Law, 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 and whose professional activities have a material impact on the risk profiles of the Management Company or the Fund.

The remuneration policy is consistent with and promotes sound and effective risk management and does not encourage risk taking which is inconsistent with the risk profiles, rules or instruments of incorporation of the UCITS that the Management Company manages.

The Remuneration Policy encourages the alignment of corporate governance and sustained long term value creation for the Fund's investors.

- The policy is consistent with and promotes sound and effective risk management and exposure to risk, as well as it does not encourage risk-taking which is inconsistent with the risk profile of the Fund or of the Management Company itself. It includes measures to avoid conflicts of interest, it is in line with the business strategy, objectives, values and interests of the Management Company and the UCITS that it manages (the “Managed Funds”) and does not interfere with the obligation of the Management Company to act in the best interests of the Managed Funds.
- The Management Company has defined what constitutes materiality within the context of its activities (e.g. significant impact on the Management Company's or on the Managed Funds' results and/or balance sheet and/or on the performance). An analysis of job functions and responsibilities are undertaken for a proper assessment of those roles that could materially affect the Management Company's and / or the Managed Funds' risk profile.
- It is intended that the board of directors of the Management Company, acting as a supervisory function, is responsible for establishing the general principles of the remuneration policy for the Identified Staff. This remuneration policy takes into account all elements pertaining to the Management Company's and the Managed Funds' strategy, the risk-taking strategy, and the nature, scale and complexity of the Management Company's activities.
- The remuneration policy includes an assessment of performance in a multi-year framework appropriate to the holding period recommended to the investors of the Managed Funds in order to ensure that the assessment process is based on the longer-term performance of the Managed Funds and their investment risks.

- The remuneration components have been combined to ensure an appropriate and balanced remuneration package that reflects the business units, the employees' rank in the Management Company, the professional activity as well as the common market practice.
- Fixed and variable components of total remuneration are appropriately balanced and its intended that the fixed component represents a high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component at all.

Further details on the Management Company's current remuneration policy has been published online at [www.globalevolutionfunds.com/policies/remuneration](http://www.globalevolutionfunds.com/policies/remuneration). On request, the Management Company will provide information in hard copy free of charge.

The following functions have been delegated by the Management Company and the Fund to third parties: corporate and domiciliary services for the Fund, administrative, transfer and registrar agency for all Sub-Funds, investment management of the Sub-Funds and marketing and distribution, as further set forth in this Prospectus and in "Appendix III – SUB-FUND DETAILS". Unless otherwise provided in respect of a Sub-Fund, in the relevant section of "Appendix III – SUB-FUND DETAILS", these service providers will be remunerated directly by the Fund.

The Fund and the Management Company may terminate the Management Company Agreement by giving a three (3) months' notice and as further detailed in the Management Company Agreement.

Global Evolution Manco was incorporated in the Grand Duchy of Luxembourg on the 17<sup>th</sup> August 2016 and is registered with the Luxembourg register of commerce and companies under number B.208.648. Global Evolution Manco is a full-service provider covering all areas of funds administration in accordance with chapter 15 of the 2010 Law.

More information on Global Evolution Manco can be found on the following website: [www.globalevolutionfunds.com](http://www.globalevolutionfunds.com).

Additional information is made available by the Management Company at its registered office, upon request, in accordance with the provisions of Luxembourg laws and regulations. This additional information includes the procedures relating to complaints handling, the strategy followed by the Management Company for the exercise of voting rights of the Fund, the policy for placing orders to deal on behalf of the Fund with other entities, the best execution policy as well as the arrangements relating to any fees, commissions or non-monetary benefits in relation to the investment management and administration of the Fund as well as a list of the other funds managed by the Management Company (if any).

## **Queries and Complaints**

Any person who would like to receive further information regarding the Fund or who wishes to make a complaint about the operation of the Fund should contact the Management Company.

### **1.25 Investment Manager**

The Management Company will provide or procure each Sub-Fund investment advisory and investment management services, pursuant to the provisions of the Management Company Agreement and in accordance with the investment policy, objective and restrictions of the relevant Sub-Fund as set out in the Articles and the Prospectus and with the aim to achieve the Sub-Fund's investment objective.

In performing such functions, the Management Company may, with the consent of the Fund and in compliance with the Prospectus, determine that an Investment Manager be appointed to carry out investment management services, and be responsible for the relevant Sub-Fund's investment activities within the parameters and restrictions set out in this Prospectus. Details about the relevant Investment Manager are provided in the relevant section of "Appendix III – SUB-FUND DETAILS". Any such Investment Manager may be assisted by one or more advisers or it may delegate its functions, with the approval of the CSSF, the Management Company and the Board, to one or more Sub-Investment Managers. In case sub-investment managers ("Sub-Investment Managers") are appointed, the relevant section of "Appendix III – SUB-FUND DETAILS" will be updated.

Unless otherwise stated in the relevant section of "Appendix III – SUB-FUND DETAILS", the Investment Manager is responsible for, among other matters, identifying and acquiring the investments of the Fund. The Investment Manager is granted full power and authority and all rights necessary to enable it to manage the investments of the relevant Sub-Funds and provide other investment management services to assist the Fund to achieve the investment objectives and policy set out in this Prospectus and any specific investment objective and policy set out in the relevant section of "Appendix III – SUB-FUND DETAILS". Consequently, the responsibility for making decisions to buy, sell or hold a particular security or asset rests with the Management Company, the Investment Manager and, as the case may be, the relevant Sub-Investment Manager appointed by them, subject always to the overall policies, direction, control and responsibility of the Board and the Management Company.

The Investment Manager shall manage the investments of the respective Sub-Funds in accordance with the stated investment objectives and restrictions and, on a discretionary basis, acquire and dispose of securities of the respective Sub-Funds. The terms of the appointment of the Investment Manager are specified in the Investment Management Agreement. The Investment Manager is entitled to receive as remuneration for its services hereunder as set out in the Investment Management Agreement or as may otherwise be agreed upon from time to time.

The Investment Manager may, in their discretion, purchase and sell securities through dealers who

provide research, statistical and other information to the Investment Manager. Such supplemental information received from a dealer is in addition to the services required to be performed by the Investment Manager under the Investment Management Agreement and the expenses which the Investment Manager incurs while providing advisory services to the Fund will not necessarily be reduced as a result of the receipt of such information.

Subject to Management Company approval and other regulatory notifications and/or approvals, the Investment Manager may sub-delegate the management of any Sub-Fund for which it has been appointed as investment manager, to one or several Sub-Investment Managers. In case of sub-delegation details regarding the Sub-Investment Manager will be provided in "Appendix III - SUB-FUND DETAILS".

### **1.26 Depositary**

Pursuant to the Depositary Agreement effective as from 18 March 2016, The Bank of New York Mellon S.A./N.V., Luxembourg Branch was appointed as depositary of the Fund for the purposes of the UCITS Directive, following its entry into full legal force and effect in the European Union (and for the avoidance of doubt, following the expiration of any implementation period applicable), and as incorporated into Luxembourg legislation by the law of 10 May 2016.

The Bank of New York Mellon S.A./N.V., Luxembourg Branch is a credit institution within the meaning of the Law dated 5 April 1993, as modified, whose purposes is to engage in all types of banking and financial operations and services, to take ordinary interests in businesses as well as to undertake commercial and other operations for its own account and on behalf of third parties. The Bank of New York Mellon S.A./N.V., Luxembourg Branch is regulated by Belgium's Financial Services and Markets Authorities (FSMA) and is also authorised by and under the additional supervision of the CSSF. The Bank of New York Mellon S.A./N.V. is a Belgian public limited liability credit institution (société anonyme/naamloze vennootschap) with registered office at 46 Rue Montoyer, B-1000 Brussels, Belgium. As of May 2011, the Depositary had capital of EUR 1,508,654,063.62, but also benefits from a guarantee for its financial liabilities from the Bank of New York Mellon Corporation. More information on The Bank of New York Mellon Corporation can be found on the following website <http://www.bnymellon.com/>. A list of the sub-depositaries appointed by The Bank of New York Mellon S.A./N.V., Luxembourg Branch can be found on the Management Company's website: [www.globalevolutionfunds.com/about-us/sub-delegates](http://www.globalevolutionfunds.com/about-us/sub-delegates).

Pursuant to the Depositary Agreement, the Depositary shall ensure the safekeeping of the Fund's assets. The Depositary has also to ensure that the Fund's cash flows are properly monitored, and in particular that the subscription monies have been received and all cash of the Fund has been booked in the cash account in the name of the Fund.

In addition, the Depositary shall ensure:

- a. that the issue, redemption, conversion and cancellation of Shares effected by or on behalf of the Fund are carried out in accordance with the law and the Articles;
- b. that the value of the Shares is calculated in accordance with Luxembourg laws and the Articles;
- c. to carry out the instructions of the Fund and the Management Company, unless they conflict with Luxembourg laws or the Articles;
- d. that in transactions involving the assets of the Fund, the consideration is remitted to it within the usual time limits;
- e. that the income of the Fund is applied in accordance with Luxembourg laws and the Articles.

### **Delegation of functions**

Pursuant to the provisions of Article 34bis of the 2010 Law and of the Depositary Agreement, the Depositary may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safekeeping duties over the Fund's assets set out in Article 34(3) of the 2010 Law, to one or more third-party delegates appointed by the Depositary from time to time.

The Depositary shall exercise care and diligence in choosing and appointing the third-party delegates so as to ensure that each third-party delegate has and maintains the required expertise and competence. The Depositary shall also periodically assess whether the third-party delegates fulfil applicable legal and regulatory requirements and will exercise ongoing supervision over each third-party delegate to ensure that the obligations of the third-party delegates continue to be competently discharged.

The liability of the Depositary shall not be affected by the fact that it has entrusted all or some of the Fund's assets in its safekeeping to such third-party delegates.

For the purposes of article 34 (3) of the 2010 Law, where the law of a third country requires that certain financial instruments of the Company be held in custody by a local entity but there is no local entities in that third country subject to effective prudential regulation and supervision, including minimum own funds requirements, the Depositary can only delegate the safekeeping of such financial instruments to a local entity, if:

- the Fund instructs the Depositary to delegate the safekeeping of such financial instruments to such a local entity, and
- the Fund duly informs the investors of the Fund prior to their investment, that such delegation is required due to the legal constraints of the law of the third country as well as of the circumstances justifying the delegation and its related risks.

In carrying out its functions, the Depositary shall act at all times honestly, fairly, professionally, independently and solely in the interest of the Fund and its Shareholders. In particular, the Depositary shall not carry out any activities with regard to the Fund that may create conflicts of interest between the Fund, the Shareholders, the Management Company and the Depositary, unless the Depositary has functionally and hierarchically separated the performance of its Depositary tasks from its other potentially conflicting tasks and properly identified, managed, monitored and disclosed such potential conflicts to the Shareholders of the Fund.

As part of the normal course of global custody business, the Depositary may from time to time have entered into arrangements with other clients, funds or other third parties, including affiliates for the provision of safekeeping and related services and as a result, potential conflict of interest situations may, from time to time, arise between the Depositary and its safekeeping delegates, for example, where an appointed delegate is an affiliated group company and is providing a product or service to a fund and has a financial or business interest in such product or service or where an appointed delegate is an affiliated group company which receives remuneration for other related custodial products or services it provides to the funds e.g. foreign exchange, securities lending, pricing or valuation services.

The Depositary also has in place a policies and procedures in relation to the management of conflicts of interest between the Depositary, the Fund and the Management Company that may arise where a group link as defined in the applicable regulations exists between them. It may be the case where the Management Company has delegated certain administrative functions to an entity within the same corporate group as the Depositary.

In the event of any potential conflict of interest which may arise during the normal course of business, the Depositary will at all times have regard to its obligations under applicable laws. Additionally, in order to address any situations of conflicts of interest, the Depositary has implemented and maintains a management of conflicts of interest policy, with the aim of:

- a. identifying and analyzing potential situations of conflicts of interest;
- b. recording, managing and monitoring the conflict of interest situations by:
  - relying on permanent measures to address conflicts of interest such as maintaining separate legal entities, segregating duties, separating reporting lines and maintaining insider lists for staff members; or
  - implementing appropriate procedures on a case-by-case basis, such as establishing new information barriers, ensuring that operations are carried out at arm's length and/or informing the concerned Shareholders.

The Depositary has established a functional and hierarchical separation between the performance of its UCITS depositary functions and the performance of other tasks on behalf of the Fund.

Up-to-date information regarding the description of the Depository's duties and of conflicts of interest that may arise as well as of an up-to-date list of the appointed third-party delegates will be made available to investors on request at the Fund's registered office.

### **1.27 Administrative, Domiciliary, Registrar and Transfer and Paying Agent**

The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.) has been appointed as Administrative Agent and Registrar and Transfer Agent of the Fund. In this function, The Bank of New York Mellon SA/NV, Luxembourg Branch will process all subscriptions, redemptions and transfers of Shares and will register these transactions in the share register of the Fund.

In its capacity as Paying Agent of the Fund, The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.) is in charge of the payment of the dividends to the Shareholders of the Fund or of the payment of the dividends to the various paying agents that can be appointed from time to time by the Fund.

The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.) has also been appointed as domiciliary agent to the Fund.

The relationship between the Fund, the Management Company and the Registrar and Transfer Agent, Administrative Agent, Domiciliary Agent and Paying Agent is subject to the Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement dated as of 1 October 2016. The Fund, the Management Company and the Registrar and Transfer Agent, Administrative Agent, Domiciliary Agent and Paying Agent may terminate the Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement upon ninety (90) calendar days prior written notice, however, material breach of any clause contained in the Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement by either party shall entitle the other party to terminate the Registrar and Transfer Agency, Administrative, Paying and Domiciliary Agency Agreement upon thirty (30) calendar days' prior written notice unless such breach is cured within such period

The Bank of New York Mellon SA/NV, Luxembourg Branch (formerly known as The Bank of New York Mellon (Luxembourg) S.A.) was incorporated in Luxembourg as a *société anonyme* on 15 December 1998 and is an indirect wholly-owned subsidiary of The Bank of New York Mellon Corporation. More information on The Bank of New York Mellon Corporation can be found on the following website: <http://www.bnymellon.com/>.

### **1.28 Distributor(s)**

The Management Company may appoint Distributors to promote the sale of the Shares of the Sub-Funds in all jurisdictions where the Fund or a Sub-Fund is registered for sale to the general public and

in jurisdictions where the promotion shall be conducted on a private placement basis.

The Distributors may conclude contractual arrangements with sub-Distributors.

The Distributors accept subscription monies and procure prompt payment of subscription monies into such bank account as notified to the relevant Distributor by the Fund and/or the Management Company.

## **Management and Fund Charges**

### **1.29 Subscription, redemption and conversion charges borne by the investor**

Subscription, conversion and redemption charges as disclosed in the relevant section of the relevant “Appendix III – Sub-Fund Details” will apply, as the case may be, in respect of each Sub-Fund as further described in the relevant “Appendix III – Sub-Fund Details”.

### **1.30 Fees of the Management Company**

The Management Company is entitled to receive from each Class within each Sub-Fund a Management Company Fee for the provisions of its services which will be included in the Fixed Administration Fee set out below in section 1.32.1, with a minimum annual fee of EUR 45,000 per Sub-Fund.

### **1.31 Fees of the Investment Manager**

The Investment Manager will be paid directly by the Fund all or a portion of the Investment Management Fee and of the Performance Fee out of the assets of the respective Sub-Fund(s), the amount of which is specified for each Class of each Sub-Fund in section “6. Main characteristics of the Shares” of “Appendix III – SUB-FUND DETAILS”.

This Investment Management Fee is calculated on each Valuation Day on the basis of the Net Asset Value of each Class and is payable monthly to the Investment Manager on the relevant Valuation Day. The calculation of the sub-fund specific Performance Fee is described in the “Appendix III – SUB-FUND DETAILS” of each Sub-Fund.

The Investment Manager can be paid a portion of any subscription and redemption fees the amount of which is specified for each Class of each Sub-Fund in the relevant Appendix.

The Investment Manager reserves the right to waive any fees and/or to share fees with an intermediary where permitted by applicable law and regulation.

To the extent applicable, the Investment Manager will remunerate the relevant Sub-Investment Manager out of its portion of the Investment Management Fee.

### **1.32 Other expenses**

#### **1.32.1 Fixed Administration Fee**

The Fund bears all ordinary expenses incurred in the operation of the Fund. Such expenses have been estimated in a fixed amount per annum (the “**Fixed Administration Fee**”) for each Class, with a

minimum fee of EUR 45,000 per annum per Sub-Fund. The Fixed Administration Fee provides greater certainty for Shareholders than actual expenses, as to the amount of ordinary expenses incurred by the Classes and thus a better view on the management results. The Fixed Administration Fee is fixed in the sense that the Management Company will either (i) bear any excess of the actual ordinary operating expenses to the Fixed Administration Fee or (ii) be entitled to retain any amount of Fixed Administration Fee in excess of the actual ordinary operating expenses.

Each Class will incur a distinct Fixed Administration Fee expressed in a percentage of the average Net Assets Value of the Class. The maximum Fixed Administration Fee is disclosed in Appendix III for each Sub-Fund and Class and the effective applicable rate is used to calculate ongoing charges included in the KIID and is in the annual financial statements of the Fund. The Fixed Administration Fee is accrued on a daily basis and payable monthly to the Management Company.

The Fixed Administration Fee of each Class may be amended by the Board of Directors. In case of an increase of the Fixed Administration Fee stated in Appendix III for each Sub-Fund and Class, a one-month's prior notice will be given to Shareholders, during which they may redeem the Shares they hold in the concerned Class free of charge.

The following list is indicative but not exclusive of the types of services that the Fixed Administration Fee covers:

- a) expenses directly incurred by the Fund, including but not limited to:
  - Depository fees and expenses;
  - Management Company Fee (including the Management Company's reasonable out-of-pocket expenses);
  - Auditor's fees and expenses;
  - Directors' fees and expenses – Each Director will be entitled to a fee in remuneration for their services as a Director. In addition, all Directors may be paid reasonable travelling, hotel and other incidental expenses for attending meetings of the Board of Directors (or any committee thereof) or of Shareholders.
  - Hedging costs and fees (including any fees charged by the Management Company); and
  - the Luxembourg annual subscription tax (*taxe d'abonnement*).
- b) a “fund servicing fee” paid to the Management Company for administrative and related additional management services and certain expenses incurred in the day-to-day operation and administration of the Fund (excluding the Investment Management Fees), including, but not limited to:
  - Administrative Agent, Domiciliary Agent, Registrar and Transfer Agent and Paying Agent fees and expenses;
  - Local paying agents' fees and expenses;
  - legal fees and expenses;

- Miscellaneous fees – including but not limited to: the cost of publication of the Net Asset Value, rating fees, postage, telephone, facsimile transmission and other electronic means of communication, registration costs, expenses for preparing, printing and distributing the Fund documents, information fund platforms, translation costs, Key Investor Information Documents or any offering document, financial reports and other documents made available to Shareholders, fees payable to permanent representatives and other agents or service providers of the Fund.

The Management Company may instruct the Fund to pay any and all of the expenses listed under b) above and in such case, the Fixed Administration Fee amount to be received by the Management Company will be reduced accordingly.

The expenses incurred by the Fund in relation to the launch of additional Sub-Funds or Classes may, at the discretion of the Board of Directors, be capitalized and amortized over a period not exceeding five years, as permitted by Luxembourg law.

The Fixed Administration Fee does not cover any cost or expense incurred by a Class in respect of the following costs, which will be borne and paid out of the assets of the Fund in addition to the Fixed Administration Fee:

- Investment Management Fee payable to the Investment Managers directly by the Fund;
- Distribution Fee;
- Performance Fee;
- Dilution levy, brokerage charges and non-custody related transactions;
- Legal fees and expenses connected to civil suits or other extraordinary costs outside general legal work;
- the full amount of any current and future tax, levy, duty or similar charge which may be due on the assets and/or on the income of the Fund, the Sub-Funds or their assets, excluding the Luxembourg annual subscription tax (*taxe d'abonnement*);
- extraordinary expenses: the Company bears any extraordinary expenses including, without limitation, litigation expenses and interest, administration and maintenance fees linked to platforms such as Fundsettle and others which are accessible to all investors, redemption charges, the cost of exceptional and/or ad-hoc measures, including particularly tax experts, consulting, appraisals, non-routine filing or legal proceedings undertaken to protect Shareholders' interests, any expense linked to non-routine arrangements made by any third party in the interests of the investors and all similar charges and expenses that would not be considered as ordinary expenses by the Board of Directors. Extraordinary expenses are accounted for on a cash basis and are paid when incurred or invoiced from the net assets of the Sub-Funds to which they are attributable.

- in the case of a Sub-Fund investing in another UCITS or UCI: any double charging of fees and expenses, in particular the duplication of the fees payable to the custodian, transfer agent, investment manager(s) and other agents and also subscription and redemption charges, which are generated both at the level of the Fund and of the target funds in which the Fund invests.

For all expenses not included in the Fixed Administration Fee, costs and expenses which cannot be allotted to one specific Sub-Fund or Class will be charged to the different Sub-Funds or Classes proportionately to their respective net assets or allocated in such way as the Directors will determine prudently and in good faith.

For the avoidance of doubt, all charges and expenses stated above are exclusive of applicable Value-added tax (VAT) or similar taxes that might apply in any jurisdiction.

#### **1.32.2 Distribution Fee**

A distribution fee as disclosed in the in section “6. Main characteristics of the Shares” of “Appendix III – SUB-FUND DETAILS” for a Sub-Fund may be applicable as described therein. This fee is calculated on each Valuation Day on the basis of the Net Asset Value of each Class and is payable to the Distributor.

#### **1.32.3 Placement Fee**

The Placement Fee is payable to Distributors involved in a Sub-Fund's distribution and as set out for each Sub-Fund in section “6. Main characteristics of the Shares” of “Appendix III – SUB-FUND DETAILS”.

### **1.33 Contingent liabilities**

The Board of Directors may accrue in the accounts of the Fund an appropriate provision for current taxes payable which are certain or probable to occur and can be measured with reasonable accuracy in the future based on the capital and income to the Valuation Day, as determined from time to time by the Board of Directors, as well as such amount (if any) as Board of Directors may consider to be an appropriate allowance in respect of any risks or liabilities of the Fund (i.e. liabilities for past events which are definite as to their nature and are certain or probable to occur and can be measured with reasonable accuracy, which might arise during the life of the Fund and may include potential liabilities arising from any disputes (such as with a buyer or a tax authority) or as a result of any warranty or other similar arrangement arising as a result of a disposal of an investment of the Fund), provided that for the avoidance of doubt, on the basis that the assets are held for investment, it is not expected that such provisions shall include any deferred taxation.

The Fund also bears its other operational and administrative costs including but not limited to the costs of selling and buying assets, the costs of legal publication, governmental charges, legal, auditing and

quality controlling deeds, reporting expenses, the remuneration of the managers and their reasonable out-of-pocket expenses, reasonable marketing and investor services expenses. All expenses are accrued on each Valuation Day in determining the Net Asset Value and are charged first against income.

## Taxation

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. The attention of potential investors is drawn to the taxation risks associated with investing in any Sub-Fund.

**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.**

### 1.34 The Fund

The Fund is not subject to taxation in Luxembourg on its income, profits or gains. The Fund is not subject to net wealth tax in Luxembourg. No stamp duty, capital duty or other tax will be payable in Luxembourg upon the issue of the Shares of the Fund.

The Sub-Funds are, nevertheless, in principle is subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.05% *per annum* based on their Net Asset Value calculated and payable at the end of the relevant quarter.

A reduced subscription tax rate of 0.01% per annum is however applicable to any Sub-Fund whose exclusive object is the collective investment in money market instruments, the placing of deposits with credit institutions, or both.

A reduced subscription tax rate of 0.01% per annum is also applicable to any Sub-Fund or Class provided that their shares are only held by one or more Professional or Institutional Investors.

A subscription tax exemption applies to

- The portion of any Sub-Fund's assets (*pro rata*) invested in a Luxembourg UCI or any of its sub-funds to the extent that it is subject itself to the subscription tax,
- Any Sub-Fund, (i) whose securities held by Professional or Institutional Investors, 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 recognized rating agency. If several Classes are in issue in the relevant Sub-Fund meeting (ii) to (iv) above, only those Classes meeting (i) will benefit from its exemption;

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

The Fund is registered for Value Added Tax in the Grand-Duchy of Luxembourg and subject to account for Value Added Tax in accordance with applicable laws.

### **1.35 Withholding tax**

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

### **1.36 Shareholders**

#### *Luxembourg resident individuals*

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

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

Distributions received from the Fund will be subject to Luxembourg personal income tax. Luxembourg personal income tax is levied following a progressive income tax scale, and increased by the solidarity surcharge (*contribution au fonds pour l'emploi*) giving an effective maximum marginal tax rate of 45.78% in 2018.

### *Luxembourg resident corporate*

Luxembourg resident corporate investors will be subject to corporate taxation at the rate of 26.01% (in 2018 for entities having their registered office in Luxembourg-City) on capital gains realised upon disposal of Shares and on the distributions received from the Fund.

Luxembourg-resident corporate investors who benefit from a special tax regime, such as, for example, (i) an undertaking for collective investment subject to the 2010 Law, (ii) specialised investment funds subject to the amended Luxembourg Law of 13 February 2007 on specialised investment funds, (iii) a reserved alternative investment fund subject to the Law of 23 July 2016 on reserved alternative investment funds (to the extent they have not opted to be subject to general corporation taxes) or (iv) family wealth management companies subject to the amended Law of 11 May 2007 on family wealth management companies, are exempt from income tax in Luxembourg, but instead subject to an annual subscription tax (*taxe d'abonnement*) and thus income derived from the Shares, as well as gains realized thereon, are not subject to Luxembourg income taxes.

The Shares shall be part of the taxable net wealth of the Luxembourg resident corporate investors except if the holder of the Shares is (i) an undertaking for collective investment subject to the 2010 Law, (ii) a vehicle in risk capital subject to the amended Law of 22 March 2004 on securitisation, (iii) an investment company governed by the amended Law of 15 June 2004 on the investment company in risk capital, (iv) a specialised investment fund subject to the amended Law of 13 February 2007 on specialised investment funds; (v) a reserved alternative investment fund subject to the Law of 23 July 2016 on reserved alternative investment funds; or (vi) a family wealth management company subject to the amended Law of 11 May 2007 on family wealth management companies. The taxable net wealth is subject to tax on a yearly basis at the rate of 0.5%. A reduced tax rate of 0.05% is due for the portion of the net wealth tax exceeding EUR 500 million.

### *Non Luxembourg residents*

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

### **1.37 Automatic exchange of information**

The Organisation for Economic Co-operation and Development (“OECD”) has developed a common reporting standard (“CRS”) to achieve a comprehensive and multilateral automatic exchange of information (“AEOI”) on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the “Euro-CRS Directive”) was adopted in order to implement the CRS among the EU 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 asset holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement.

Accordingly, the Fund may require its investors to provide information in relation to the identity and tax residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status. Responding to CRS-related questions is mandatory. The personal data obtained will be used for the purpose of the CRS Law or such other purpose indicated by the Fund in the data protection section of the Prospectus in compliance with Luxembourg data protection law. Information regarding an investor and his/her/its account will be reported to the Luxembourg tax authorities (*Administration des Contributions Directes*), which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis, if such an account is deemed a CRS reportable account under the CRS Law.

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

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

The Fund 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 possible tax and other consequences with respect to the implementation of the CRS.

### **1.38 Other jurisdictions**

#### **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 Fund 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 Fund 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 Fund 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 Fund intends to comply with the provisions of 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 U.S. investments of the Fund. The Fund will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

To ensure the Fund's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Fund/the Management Company, in its capacity as the Fund'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 Fund to the Luxembourg tax authorities if such account is deemed a FATCA reportable account under 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 Fund in accordance with FATCA, the FATCA Law and the Luxembourg IGA ;and
- e) divulge any such personal information to any immediate payor of certain U.S. source income as may be required for withholding and reporting to occur with respect to the payment of such income.

The Fund 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 IGA.

## **Appendix I – RISKS OF INVESTMENT**

### **1. Risk Management Process**

The Management Company will employ a risk-management process which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of each Sub-Fund in accordance with CSSF Circular 11/512 (as may be amended or replaced from time to time) or any other applicable CSSF Circular). The Management Company will employ, if applicable, a process for accurate and independent assessment of the value of any OTC financial derivative instruments. The risk measurement and monitoring of the Sub-Funds will be carried out either using a value at risk (VaR) or a commitment approach. Sub-Funds which will not use financial derivative instruments (to a large extent) and in a systematic way as part of complex investment strategies will be monitored using the commitment approach. The standard risk settings used to determine the VaR of the different Sub-Funds are with a 99% confidence level, holding period of 1 Day and an observation period of risk factors of at least one year (250 business days).

Where it is possible to determine an appropriate risk Benchmark for a Sub-Fund, the relevant Sub-Fund will apply a relative VaR risk management approach which will measure the risk profile of each Sub-Fund against a derivative-free reference portfolio. If it is not possible or appropriate to determine derivative-free reference portfolio for a Sub-Fund, then the Management Company may use an absolute VaR risk management approach in respect of the relevant Sub-Fund.

Whether a Sub-Fund uses a VaR or a commitment risk management approach is described for each Sub-Fund in “Appendix III – SUB-FUND DETAILS”.

Upon request of investors, the Board will provide supplementary information relating to the risk management process.

### **2. General**

The following statements are intended to inform Shareholders of the uncertainties and risks associated with investments and transactions in transferable securities, money market instruments, structured financial instruments and other financial derivative instruments. Shareholders should remember that the price of Shares and any income from them may fall as well as rise and that Shareholders may not get back the full amount invested. Past performance is not necessarily a guide to future performance and Shares should be regarded as a medium to long-term investment. Where the currency of the relevant Sub-Fund varies from the investor's home currency, or where the currency of the relevant Sub-Fund varies from the currencies of the markets in which the Sub-Fund invests, the prospect of additional loss (or the prospect of additional gain) to the investor is greater than the usual risks of investment.

These are general risks; however, each Sub-Fund may be subject to specific risks as specified in the relevant section of the “Appendix III – SUB-FUND DETAILS”:

Investors should be aware that there are risks inherent in the holding of securities:

- (a) There is no assurance that any appreciation in the value of the portfolio will occur, or that the investment objectives of any Sub-Fund will be achieved. Past performance is no guide to the future. The value of the Shares, and any income from them, can go down as well as up, particularly in the short term, meaning that an investment may not be returned in full;
- (b) The tax treatment of the Sub-Funds may change and such changes cannot be foreseen;
- (c) Where regular investments are made with the intention of achieving a specific capital sum in the future, this will normally be subject to maintaining a specified level of investment; and
- (d) The difference at any one time between subscription and redemption prices for Shares means that any investment should be viewed as medium to long term. An investment should only be made by those persons who are able to sustain a loss on their investment.

### **Investment Objectives and Performance**

Investment objectives express an intended result but there is no guarantee that such a result will be achieved. Depending on market conditions and the macro- economic environment, investment objectives may become more difficult or even impossible to achieve. There is no express or implied assurance as to the likelihood of achieving the investment objective for a Sub-Fund.

The investment performance of each Sub-Fund is directly related to the investment performance of the underlying investments held by such Sub-Fund. The ability of a Sub-Fund to meet its investment objective depends upon the allocation of the Sub-Fund's assets among the underlying investments and the ability of an underlying investment to meet its own investment objective. It is possible that an underlying investment will fail to execute its investment strategies effectively. As a result, an underlying investment may not meet its investment objective, which would affect the Sub-Fund's investment performance.

### **Regulatory**

The Fund is domiciled in Luxembourg and Shareholders should note that all the regulatory protections provided by their local regulatory authorities may not apply.

Additionally, the Fund may be registered in non-EU jurisdictions. As a result of such registrations the Fund may be subject to more restrictive regulatory regimes. In such cases the Fund will abide by these

more restrictive requirements. This may prevent the Fund from making the fullest possible use of the investment limits.

### **Segregation of Liabilities between Sub-Funds**

The assets of each Sub-Fund will not be available to meet the liabilities of another. However, the Fund is a single legal entity which may operate or have assets held on behalf of or be subject to claims in other jurisdictions which may not necessarily recognise separate portfolios and, in such circumstances, the assets of one Sub-Fund may be exposed to the liabilities of another.

### **Effect of Sales**

Where a sale charge is imposed, an investor who realises his Shares after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested. The Shares therefore should be viewed as medium to long-term investments.

### **Tax Considerations**

Where a Sub-Fund invests in securities that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. The Sub-Fund will not be able to recover such withheld tax and so any change would have an adverse effect on the Net Asset Value of the Shares. The attention of potential investors is drawn to the taxation risks associated with investing in any Sub-Fund. Please see the section headed “Taxation” above.

### **Paying Agent Risk**

Shareholders who choose or are obliged under local regulations to pay or receive subscription or redemption monies or dividends via an intermediate entity rather than directly to or from the Paying Agent (e.g. a paying agent in a local jurisdiction) bear a credit risk against that intermediate entity with respect to (a) subscription monies prior to the transmission of such monies to the Management Company for the account of the Sub-Fund and (b) redemption monies payable by such intermediate entity to the relevant Shareholder.

### **Suspension of Share Dealings**

Investors are reminded that in certain circumstances their right to redeem or convert Shares may be suspended (see Section 1.14.3 “Temporary Suspension of the Net Asset Value Calculation”).

### **Disclosure of Information**

Certain regulatory information is available to Shareholders as set out under section 1.25 “Management

Company". For the avoidance of doubt, no inside information regarding Shares listed on the NASDAQ OMX Copenhagen A/S or any other stock exchange will be disclosed to Shareholders.

## **Management Risk**

The investment performance of the Fund and of each Sub-Fund is substantially dependent on the services of the Investment Manager and of the Directors. In the event of the death, disability, departure, insolvency or withdrawal of key personnel of the Investment Manager or of the Directors, the performance of the Fund may be adversely affected.

## **Financial Derivative Instruments**

For Sub-Funds that use financial derivative instruments, *inter alia*, Interest Rate Futures, Interest Rate Swaps (IRS), Total Return Swaps (TRS), Credit Default Swaps (CDS), FX Spot, FX Forwards, FX Options, Non-Deliverable Forward (NDF), Warrants, Credit Linked Notes and Equities Linked Notes, to meet their specific investment objectives, there is no guarantee that the performance of the financial derivative instruments will result in a positive effect for the Sub-Fund and its Shareholders.

While the prudent use of financial derivative instruments can be beneficial, such instruments also involve risks different from, and in certain cases greater than, the risks presented by more traditional investments including: (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates; (2) imperfect correlation between the price movements of the derivatives and price movements of related investments; (3) the fact that skills needed to use these instruments are different from those needed to select the Sub-Fund's securities; (4) the possible absence of a liquid market for any particular instrument at any particular time; (5) possible impediments to effective portfolio management or the ability to meet redemptions; and (6) possible losses arising from an unexpected application of law or regulation or arising as a result of the unenforceability of a contract. The following provisions apply whenever a Sub-Fund proposes to engage in transactions in financial derivative instruments where the transactions are for the purposes of the efficient portfolio management of the Sub-Fund and, where the intention is disclosed in the Sub-Fund's investment policy, for investment purposes of the Sub-Fund. The Fund will employ a risk management process to enable it to monitor, manage and measure, on a continuous basis, the risk of all open derivative positions and their contribution to the overall risk profile of a Sub-Fund's portfolio. The Fund will submit its risk management process to the CSSF prior to engaging in financial derivative instruments transactions.

Each Sub-Fund may enter into transactions in over-the-counter markets that expose it to the credit of its counterparty and its ability to satisfy the terms of such contracts. Where the Sub-Fund enters into financial derivative instruments, it will be exposed to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-Fund could experience delays in liquidating the position and may incur a significant loss. There is also a possibility that ongoing derivative transactions will be terminated unexpectedly as a

result of events outside the control of the Fund, for instance, bankruptcy, supervening illegality, a substantial decline in the Net Asset Value or a change in the tax or accounting laws relative to those transactions at the time the agreement was originated. In accordance with standard industry practice, it is the Fund's policy to net exposures against its counterparties.

The Sub-Funds' assets may be invested in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

To the extent that a Sub-Fund invests in derivative or synthetic instruments, repurchase agreements or other over-the-counter transactions, the Sub-Fund may take a credit risk with regard to parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those involved in exchange-traded transactions which generally are backed by clearing organisation guarantees, daily marking-to-market, settlement, segregation and minimum capital requirements applicable to intermediaries. Transactions entered directly between two counterparties generally do not benefit from such protections and expose the parties to the risk of counterparty default.

### **Warrants**

Warrants are considered as financial derivative instruments. When a Sub-Fund invests in warrants, the values of these warrants are likely to fluctuate more than the prices of the underlying securities because of the greater volatility of warrant prices.

### **Credit Default Swaps and Total Return Swaps**

Credit default swap transactions and total return swap transactions may entail particular risks. When these transactions are used in order to eliminate a credit risk in respect of the issuer of a security or risk linked to an asset, they imply that the Fund bears a counterparty risk in respect of the protection seller. In the event of default by either the underlying reference entity or the counterparty to the transaction, all unrealized profits may be lost. The Fund will exercise due care and prudence when selecting its counterparties. In the event of default by either the underlying reference entity or the counterparty to the transaction, all unrealized profits may be lost.

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

### **Futures, Options and Forward Transactions**

The Sub-Funds may use options, futures and forward contracts on securities, indices, volatility, inflation and interest rates for hedging and investment purposes. Transactions in futures may carry a high

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

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

Forward transactions, in particular those traded over-the-counter, have an increased counterparty risk. If a counterparty defaults, the Sub-Fund may not get the expected payment or delivery of assets. This may result in the loss of the unrealised profit.

### **Credit Linked Notes**

There are particular risks associated with investments in credit linked notes. Firstly, a credit linked note is a debt instrument which assumes both credit risk of the relevant reference entity (or entities) and the issuer of the credit linked note. There is also a risk associated with the coupon payment: if a reference entity in a basket of credit linked notes suffers a credit event, the coupon will be re-set and is paid on the reduced nominal amount. Both the residual capital and coupon are exposed to further credit events. In extreme cases, the entire capital may be lost.

### **Equity Linked Notes**

There are particular risks associated with investments in Equity Linked notes. The return component is based on the performance of a signed security, a basket of securities or an equity index. Investment in these instruments may cause a capital loss if the value of the underlying security decreases. In extreme cases the entire capital may be lost. These risks are also found in investing in equity investments directly. The return payable for the note is determined at a specified time on a valuation date, irrespective of the fluctuations in the underlying stock price. There is no guarantee that a return or yield on an investment will be made. There is also the possibility that a note issuer may default.

### **Particular Risks of OTC Derivative Transactions**

All Sub-Funds may enter into OTC derivative transactions such as, but not limited to, credit default swaps, total return swaps, interest rate swaps, inflation swaps as well as into options whose underlying may be other OTC financial derivative instruments.

### **Absence of Regulation / Counterparty Default and Lack of Liquidity**

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

In addition, as the OTC market may be illiquid, it might not be possible to execute a transaction or liquidate a position at the price it may be valued in the Sub-Fund.

### **Counterparty Risk**

The Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes.

The Fund will only enter into over-the-counter derivatives transactions with first class institutions which are subject to prudential supervision and specialising in these types of transactions. The counterparty risk for such derivatives transactions entered into with first class institutions may not exceed 10% of the relevant Sub-Fund's net assets when the counterparty is a credit institution or 5% of its net assets in other cases.

### **Sub-Funds Investing in Smaller Companies**

Sub-Funds which invest in smaller companies may fluctuate in value more than other Sub-Funds. Securities of smaller companies may, especially during periods where markets are falling, become less liquid and experience short-term price volatility and wide spreads between dealing prices. Consequently investment in smaller companies may involve more risk than investment in larger companies.

### **Sub-Funds Investing in Lower Rated, Higher Yielding Debt Securities**

The Sub-Funds may invest in lower rated, higher yielding debt securities, which are subject to greater market and credit risks than higher rated securities. Generally, lower rated securities pay higher yields than more highly rated securities to compensate investors for the higher risk. The lower ratings of such securities reflect the greater possibility that adverse changes in the financial condition of the issuer, or rising interest rates, may impair the ability of the issuer to make payments to holders of the securities.

Accordingly, an investment in these Sub-Funds is accompanied by a higher degree of credit risk than is present with investments in higher rated, lower yielding securities.

### **Units of UCITS and/or other UCIs**

In the event that a Sub-Fund acquires units of UCITS and/or other UCIs within the meaning of Appendix II of this Prospectus, certain commissions and fees to be borne indirectly by the Shareholders may increase as a result. Such fees include management, Depositary and administrative fees as well as operating and auditing costs. To the extent that investments are made, however, in UCITS or other UCIs that are managed, directly or indirectly, by the Investment Manager or a company with which they are affiliated on account of joint management, control or a direct or indirect holding of more than 10% of the share capital or voting rights, the Fund's and/or the relevant Sub-Fund's assets shall not be subject to any issue, redemption or conversion fee within the scope of such investments.

### **Sub-Funds Investing in Mortgage Related and other Asset Backed Securities**

The yield and maturity characteristics of mortgage-related and other asset backed securities differ from traditional debt securities. A major difference is that the principal amount of the obligations may normally be prepaid at any time because the underlying assets (i.e. loans) generally may be prepaid at any time. In calculating the average weighted maturity of such a portfolio, the maturity of mortgage-related and other asset backed securities held will be based on estimates of average life which take prepayments into account. The average life of a mortgage-related instrument, in particular, is likely to be substantially less than the original maturity of the mortgage pools underlying the securities as the result of scheduled principal payments and mortgage prepayments. In general, the collateral supporting non-mortgage asset backed securities is of shorter maturity than mortgage loans and is less likely to experience substantial prepayments.

The relationship between prepayments and interest rates may give some high yielding asset backed securities less potential for growth in value than conventional bonds with comparable maturities. In addition, in periods of falling interest rates, the rate of prepayments tends to increase. During such periods, the reinvestment of prepayment proceeds by the Fund will generally be at lower rates than the rates that were carried by the obligations that have been prepaid. Because of these and other reasons, an asset backed security's total return and maturity may be difficult to predict precisely. To the extent that the Fund purchases asset backed securities at a premium, prepayments (which may be made without penalty) may result in loss of the Fund's principal investment to the extent of premium paid.

In addition, to the extent that they are not guaranteed, each type of asset backed securities entails specific credit risks depending on the type of assets involved and the legal structure used.

## **Liquidity and Settlement Risks**

The Fund is exposed to a credit risk on parties with whom it trades and bears the risk of settlement default. The bankruptcy or default of any counterparty could result in losses to any Sub-Fund. The Fund will be placing money on deposit with banks and investing in other debt obligations and accordingly will be exposed to a credit risk in respect of such counterparties. Shareholders should note that some of the markets in which the Fund may invest may be insufficiently liquid or highly volatile from time to time and this may result in fluctuations in the price of the Shares. In addition, market practices in relation to the settlement of certain securities transactions and the custody of assets could provide increased risks.

The Sub-Fund(s) may invest in financial assets on markets which are less liquid and more volatile than the world's leading stock markets and this may result in greater fluctuations in the price of Shares of the Sub-Fund. There can be no assurance that there will be any market for an asset acquired in an emerging market and frontier and such lack of liquidity may adversely effect the value or ease of disposal of such Investments.

## **Initial Public Offerings**

Certain Sub-Funds may invest in initial public offerings. Such securities have no trading history, and information about such companies may only be available for limited periods. The prices of securities involved in initial public offerings may be subject to greater price volatility than more established securities.

## **Market Crisis and Governmental Intervention**

The global financial markets are currently undergoing pervasive and fundamental disruptions which have led to extensive and unprecedented governmental intervention. Such intervention has in certain cases been implemented on an "emergency" basis without much or any notice with the consequence that some market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions has been suddenly and/or substantially eliminated. Given the complexities of the global financial markets and the limited time frame within which governments have been able to take action, these interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been materially detrimental to the efficient functioning of such markets as well as previously successful investment strategies.

It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Investment Manager's ability to fulfil a Sub-Fund's investment objective.

## **Investments in Emerging Markets and Frontier Markets**

Emerging Markets are certain countries in the Asia and the Pacific region, Africa, Eastern Europe including Russia and Latin America with emerging economies or financial markets which may lack the social, political, economic and regulatory stability characteristic of more developed countries. Such instability may result from, among other things, authoritarian governments, or military involvement in political and economic decision-making, including changes or attempted changes in governments through extra-constitutional means; internal insurgencies; hostile relations with neighbouring countries; and ethnic, religious and racial disaffections or conflict. Certain of such countries may have in the past failed to recognize private property rights and have at times nationalised or expropriated the assets of private companies. As a result, the risks from investing in those countries, including the risks of nationalisation, expropriation and repatriation of assets, may be heightened. In addition, unanticipated political or social developments may affect the values of a Sub-Fund's investments in those countries and the availability to the Sub-Funds of additional investments in those countries. The small size and inexperience of the securities markets in certain of these countries and the limited volume of trading in securities in these countries may make a Sub-Fund's investments in such countries illiquid and more volatile than investments in more established markets, and a Sub-Fund may be required to establish special custodial or other arrangements before making investments. There may be little financial or accounting information available with respect to issuers located in certain of such countries, and it may be difficult as a result to assess the value or prospects of an investment in such issuers. In addition, the settlement systems in certain of the emerging markets, including particularly certain of the Asian and Eastern European countries including Russia, are less developed than in more established markets. Thus, there may be a risk that settlement may be delayed and that cash or securities of the Sub-Funds may be in jeopardy because of failures or of defects in the systems used. In particular, market practice may require that payment shall be made prior to receipt of the security which is being purchased or that delivery of a security must be made before payment is received. In such cases, default by a broker or bank through whom the relevant transaction is effected might result in a loss being suffered by Sub-Funds investing in Emerging Market securities. The Fund will seek, where possible, to use Counterparties whose financial status is such that this risk is reduced. However, there can be no certainty that the Fund will be successful in eliminating this risk for the Sub-Funds, particularly as Counterparties operating in emerging markets frequently lack the substance or financial resources of those in developed countries.

The Sub-Funds may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the relevant Sub-Fund which are traded in such markets and which have been entrusted to correspondents, in circumstances where the use of such correspondents is necessary, may be exposed to risk in circumstances whereby the Depositary will have no liability.

## **Emerging Markets and Frontier Markets – Custody risk**

The Sub-Funds may invest in markets where custodial and/or settlement systems are not fully developed, the assets of the relevant Sub-Fund which are traded in such markets and which have been

entrusted to correspondents, in circumstances where the use of such correspondents is necessary, may be exposed to risk in circumstances whereby the Depositary will have no liability.

### **Emerging Markets and Frontier Markets – Liquidity risk**

The Sub-Fund(s) may invest in financial assets on markets which are less liquid and more volatile than the world's leading stock markets and this may result in greater fluctuations in the price of Shares of the Sub-Fund. There can be no assurance that there will be any market for an asset acquired in an emerging market and such lack of liquidity may adversely effect the value or ease of disposal of such Investments.

### **Unlisted and Illiquid Securities**

A Sub-Fund may invest up to 10% of its net assets in securities that are neither listed on a Regulated Market or which may be considered illiquid due to the lack of an active trading market. The Sub-Funds may encounter substantial delays and could incur losses in attempting to sell such securities. Although these securities may be resold in privately negotiated transactions, the price realised on such sales could be less than that originally paid by the Sub-Funds or less than the most recent price quote or the Investment Manager's most recent estimate of the securities' fair value. If such securities are required to be registered under the securities laws of one or more jurisdictions before being resold, a Sub-Fund may be required to bear the expenses of registration. Issuers whose securities are neither listed on an exchange nor traded in an over-the-counter market may not be subject to the same disclosure and other legal requirements that are applicable to issuers whose securities are either listed on an exchange or traded in an over-the-counter market, and, therefore, there may be less public information available with respect to such issuers.

### **Specific Risks Linked to Securities Lending and Repurchase Transactions**

Securities lending and repurchase transactions involve certain risks. There is no assurance that the Fund will achieve the objective for which it entered into a transaction.

Repurchase transactions might expose the Fund to risks similar to those associated with optional or forward derivative financial instruments, the risks of which are described in other sections of this prospectus. Securities loans may, in the event of a counterparty default or an operational difficulty, be recovered late, which might restrict the Fund's ability to complete the sale of securities or to meet redemption requests.

The Fund's exposure to its counterparty will be mitigated by the fact that the counterparty will forfeit its collateral if it defaults on the transaction. If the collateral is in the form of securities, there is a risk that when it is sold it will realise insufficient cash to settle the counterparty's debt to the Fund or to purchase replacements for the securities that were lent to the counterparty. In the latter case, the Fund's tri-party lending agent will indemnify the Fund against a shortfall of cash available to purchase replacement

securities but there is a risk that the indemnity might be insufficient or otherwise unreliable.

In the event that the Fund reinvests cash collateral in one or more of the permitted types of investment that are described above, there is a risk that the investment will earn less than the interest that is due to the counterparty in respect of that cash and that it will return less than the amount of cash that was invested. There is also a risk that the investment will become illiquid, which would restrict the Fund's ability to recover its securities on loan, which might restrict the Fund's ability to complete the sale of securities or to meet redemption requests.

### **Risk Warning regarding foreign exchange risk hedging**

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

### **Risk Warning regarding Currency Hedged Share Classes**

Whilst holding Shares of hedged Classes of Shares may substantially protect the investor against losses due to unfavourable movements in the exchange rates of the Reference Currency of the Sub-Funds against the class currency of the hedged Classes of Shares, holding such shares may also substantially limit the benefits of the investor in case of favourable movements. Investors should note that it will not be possible to always fully hedge the total net asset value of the hedged Classes of Shares against currency fluctuations of the Reference Currency of the Sub-Funds. The aim will be to hedge between 95% and 105% of the proportion of the Net Asset Value attributable to a hedged Class of Shares. Changes in the value of the portfolio or the volume of subscriptions and redemptions may however lead to the level of currency hedging temporarily surpassing the limits set out above. In such cases, the currency hedge will be adjusted without undue delay. The Net Asset Value per shares of the hedged Classes of Shares does therefore not necessarily develop in the same way as that of the Classes of Shares in the Reference Currency of the Sub-Funds. It is not the intention of the Board of Directors to use the hedging arrangements to generate a further profit for the hedged Class of Shares.

Investors should also note that there is no legal segregation of liabilities between the individual Classes of Shares within the Sub-Funds. Hence, there is a risk that under certain circumstances, hedging transactions in relation to a hedged Class of Shares could result in liabilities affecting the Net Asset Value of the other Classes of Shares of the Sub-Funds. In such case, assets of other Classes of Shares of the Sub-Funds may be used to cover the liabilities incurred by the hedged Class of Shares. An up-to-date list of the Classes of Shares with a contagion risk will be available upon request at the registered office of the Fund.

## **Listing**

There can be no certainty that a listing on any stock exchange applied for by the Fund will be achieved and/or maintained or that the conditions of listing will not change. Further, trading in Shares on a stock exchange may be halted pursuant to that stock exchange's rules due to market conditions and investors may not be able to sell their Shares until trading resumes.

## **APPENDIX II – INVESTMENT RESTRICTIONS AND POWERS**

The Board of Directors shall, based upon the principle of risk spreading, have the power to determine the corporate and investment policy for the investments for each Sub-Fund, the Reference Currency of a Sub-Fund and the course of conduct of the management and business affairs of the Fund.

Except to the extent that more restrictive rules are provided for in connection with a specific Sub-Fund in this Prospectus, the investment policy shall comply with the rules and restrictions laid down hereafter.

### **A. Investments in the Sub-Funds shall consist solely of:**

- (1) Transferable Securities and Money Market Instruments listed or dealt in on a Regulated Market;
- (2) Transferable Securities and Money Market Instruments dealt in on an Other Regulated Market in a Member State;
- (3) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange in an Other State or dealt in on an Other Regulated Market in an Other State;
- (4) Recently issued Transferable Securities and Money Market Instruments, provided that (i) the terms of issue include an undertaking that application will be made for admission to official listing on a Regulated Market, a stock exchange in an Other State or on an Other Regulated Market as described under (1)-(3) above and (ii) such admission is secured within one year of issue;
- (5) Units of UCITS and/or other UCIs within the meaning of the first and second indent of Article 1 (2) of the UCITS Directive, whether situated in a Member State or in an Other State, provided that:
  - (i) Such other UCIs are authorised under laws which provide that they are subject to supervision considered by the Regulatory Authority to be equivalent to that laid down in Community law, and that cooperation between authorities is sufficiently ensured;
  - (ii) The level of protection for unitholders in such other UCIs is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and uncovered sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of the UCITS Directive;
  - (iii) The business of the 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;
  - (iv) 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;
- (6) Deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (12) months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated in an Other State, provided that it is subject to prudential rules considered by the Regulatory Authority as equivalent to those laid down in Community law;

- (7) Financial derivative instruments, i.e. in particular options, futures, including equivalent cash-settled instruments, dealt in on a Regulated Market or on an Other Regulated Market referred to in (1), (2) and (3) above, and/or financial derivative instruments dealt in over-the-counter (“OTC derivatives”), provided that:
- (i) - the underlying consists of instruments covered by this Section A, financial indices, interest rates, foreign exchange rates or currencies, in which the Sub-Fund may invest according to its investment objectives;
  - the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the Regulatory Authority, and
  - the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Fund's initiative;
  - (ii) under no circumstances shall these operations cause the Sub-Fund to diverge from its investment objectives.
- (8) Money Market Instruments other than those dealt in on a Regulated Market or on an Other Regulated Market, to the extent that the issue or the issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that such instruments are:
- (i) issued or guaranteed by a central, regional or local authority or by a central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, an Other State or, in case of a Federal State, by one of the members making up the federation, or by a public international body to which one or more Member States belong; or
  - (ii) issued by an undertaking any securities of which are dealt in on Regulated Markets or on Other Regulated Markets referred to in (1), (2) or (3) above; or
  - (iii) issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by Community law, or by an establishment which is subject to and complies with prudential rules considered by the Luxembourg supervisory authority to be at least as stringent as those laid down by Community law; or
  - (iv) issued by other bodies belonging to the categories approved by the Luxembourg supervisory authority provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least ten million euro (10,000,000 euro) and which presents and publishes its annual accounts in accordance with Directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

**B. Each Sub-Fund may however:**

- (1) Invest up to 10% of its net assets in Transferable Securities and Money Market Instruments other than those referred to above under A.
- (2) Hold ancillary liquid assets; such restriction may exceptionally and temporarily be exceeded if the

Board of Directors considers this to be in the best interest of the Shareholders.

- (3) Borrow up to 10% of its net assets, provided that such borrowings are made only on a temporary basis. Collateral arrangements with respect to the writing of options or the purchase or sale of forward or futures contracts are not deemed to constitute "borrowings" for the purpose of this restriction.
- (4) Acquire foreign currency by means of a back-to-back loan.

**C. In addition, each Sub-Fund shall comply with the following investment restrictions per issuer:**

**(a) Risk Diversification rules**

For the purpose of calculating the restrictions described in (1) to (5) and (8) hereunder, companies which are included in the same group of companies are regarded as a single issuer. To the extent an issuer is a legal entity with multiple sub-funds where the assets of a sub-fund are exclusively reserved to the investors in such sub-fund and to those creditors whose claim has arisen in connection with the creation, operation and liquidation of that sub-fund, each sub-fund is to be considered as a separate issuer for the purpose of the application of the risk spreading rules described under items (1) to (5), (7) to (9) and (12) to (16) hereunder.

- ***Transferable Securities and Money Market Instruments***

- (1) No Sub-Fund may purchase additional Transferable Securities and Money Market Instruments of any single issuer if:
  - (i) upon such purchase more than 10% of its net assets would consist of Transferable Securities and Money Market Instruments of one single issuer; or
  - (ii) the total value of all Transferable Securities and Money Market Instruments of issuers in which it invests more than 5% of its net assets would exceed 40% of the value of its net assets. This limitation does not apply to deposits and OTC derivative transactions made with financial institutions subject to prudential supervision.
- (2) A Sub-Fund may invest on a cumulative basis up to 20% of its net assets in Transferable Securities and Money Market Instruments issued by a single body.
- (3) The limit of 10% set forth above under (1)(i) is increased to 35% in respect of Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by its local authorities, by any Other State or by a public international body of which one or more Member State(s) are member(s).
- (4) The limit of 10% set forth above under (1)(i) is increased up to 25% in respect of qualifying debt securities issued by a credit institution which has its registered office in a Member State and which, under applicable law, is submitted to specific public control in order to protect the holders of such qualifying debt securities. For the purposes hereof, "qualifying debt securities" are securities the proceeds of which are invested in accordance with applicable law in assets providing a return which will cover the debt service through to the maturity date of the securities and which will be

applied on a priority basis to the payment of principal and interest in the event of a default by the issuer. To the extent that a relevant Sub-Fund invests more than 5% of its net assets in debt securities issued by such an issuer, the total value of such investments may not exceed 80% of the net assets of such Sub-Fund.

- (5) The securities specified above under (3) and (4) are not to be included for purposes of computing the ceiling of 40% set forth above under (1)(ii).
- (6) Notwithstanding the ceilings set forth above, each Sub-Fund is authorized to invest, in accordance with the principle of risk spreading, up to 100% of its net assets in Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by its local authorities, the OECD Member States, G20 member states and Singapore or by a public international body of which one or more EU Member State(s) are member(s), provided that (i) such securities are part of at least six different issues and (ii) the securities from any such issue do not account for more than 30% of the net assets of such Sub-Fund.
- (7) Without prejudice to the limits set forth hereunder under (b), the limits set forth in (1) are raised to a maximum of 20% for investments in shares and/or bonds issued by the same body when the aim of the Sub-Fund's investment policy is to replicate the composition of a certain stock or bond index which is recognised by the Luxembourg supervisory authority, on the following basis:
  - (i) the composition of the index is sufficiently diversified;
  - (ii) the index represents an adequate benchmark for the market to which it refers; and
  - (iii) it is published in an appropriate manner.

The limit of 20% is raised to 35% where that proves to be justified by exceptional market conditions in particular in 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.

- ***Bank Deposits***

- (8) A Sub-Fund may not invest more than 20% of its net assets in deposits made with the same body.

- ***Derivative Instruments***

- (9) The risk exposure to a counterparty in an OTC derivative transaction may not exceed 10% of the Sub-Fund's net assets when the counterparty is a credit institution referred to in A (6) above or 5% of its net assets in other cases.
- (10) Investment in financial derivative instruments shall only be made provided that the exposure to the underlying assets does not exceed in aggregate the investment limits set forth in (1) to (5), (8), (9), (15) and (16). When the Sub-Fund invests in index-based financial derivative instruments, these investments do not have to be combined to the limits set forth in (1) to (5), (8), (9), (15) and (16).
- (11) When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of (A) (7) (ii) and (D) (1) above as well as with the risk exposure and information requirements laid down in the Prospectus.

- ***Units of Open-Ended Funds***

(12) Except if otherwise provided in “Appendix III – SUB-FUND DETAILS” for a specific Sub-Fund, a Sub-Fund may not invest more than 10% of its net assets in units of other UCITS and/or other UCIs. Should a Sub-Fund be authorised to invest up to 100% of its net assets in the units of other UCITS and up to 30% of its net assets in other UCIs, this Sub-Fund may not invest more than 20% of its net assets in the units of single UCITS or other UCI. In addition, the following limits shall apply:

- When a Sub-Fund invests in the units or shares of other UCITS and/or other UCIs linked to the Fund by common management or control, or by a direct or indirect holding of more than 10% of the capital or the voting rights, or managed by a company linked to the Management Company, no subscription or redemption fees may be charged to the Fund on account of its investment in the units or shares of such other UCITS and/or UCIs.
- In respect of a Sub-Fund's investments in UCITS and other UCIs linked to the Fund as described in the preceding paragraph, there shall be no Investment Management Fee charged to that portion of the assets of the relevant Sub-Fund. The Fund will indicate in its annual report the total Investment 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.

(13) A Sub-Fund (the “Investing Fund”) may subscribe, acquire and/or hold securities to be issued or issued by one or more Sub-Funds (each, a “Target Fund”) without the Fund being subject to the requirements of the Law of 10 August 1915 on commercial companies, as amended, with respect to the subscription, acquisition and/or the holding by a company of its own shares, under the condition however that:

- the Target Fund does not, in turn, invest in the Investing Fund invested in this Target Fund; and
- no more than 10% of the assets that the Target Fund whose acquisition is contemplated may, according to its investment policy, be invested in units of other UCITS or UCIs; and
- the Investment Fund may not invest more than 10% of its net assets in units of a single Target Fund; and
- voting rights, if any, attaching to the Shares of the Target Funds are suspended for as long as they are held by the Investing Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- for as long as these securities are held by the Investing Fund, their value will not be taken into consideration for the calculation of the net assets of the Fund for the purposes of verifying the minimum threshold of the net assets imposed by the 2010 Law.

- (14) Under the conditions and within the limits laid down by the 2010 Law, the Fund may, to the widest extent permitted by the Luxembourg laws and regulations (i) create any Sub-Fund qualifying either as a feeder UCITS (a “Feeder UCITS”) or as a master UCITS (a “Master UCITS”), (ii) convert any existing Sub-Fund into a Feeder UCITS or Master UCITS, or (iii) change the Master UCITS of any of its Feeder UCITS.

A Feeder UCITS shall invest at least 85% of its assets in the units of another Master UCITS. A Feeder UCITS may hold up to 15% of its assets in one or more of the following:

- ancillary liquid assets in accordance with paragraph B. (2) above;
- financial derivative instruments, which may be used only for hedging purposes;
- for the purposes of compliance with paragraph G. below, the Feeder UCITS shall calculate its global exposure related to financial derivative instruments by combining its own direct exposure under the second indent of the preceding paragraph with either;
- the Master UCITS' actual exposure to financial derivative instruments in proportion to the Feeder UCITS' investment into the Master UCITS; or
- the Master UCITS potential maximum global exposure to financial derivative instruments provided for in the Master UCITS' management regulations or instruments of incorporation in proportion to the Feeder UCITS' investment into the Master UCITS.

- ***Combined limits***

- (15) Notwithstanding the individual limits laid down in (1), (8) and (9) above, a Sub-Fund may not combine:

- (i) investments in Transferable Securities or Money Market Instruments issued by;
- (ii) deposits made with; and/or
- (iii) exposures arising from OTC derivative transactions undertaken with a single body in excess of 20% of its net assets.

- (16) The limits set out in (1), (3), (4), (8), (9) and (15) above may not be combined, and thus investments in Transferable Securities or Money Market Instruments issued by the same body, in deposits or derivative instruments made with this body carried out in accordance with (1), (3), (4), (8), (9) and (15) above may not exceed a total of 35% of the net assets of the Sub-Fund.

**(b) Limitations on Control**

- (17) No Sub-Fund may acquire such amount of shares carrying voting rights which would enable the Fund to exercise a significant influence over the management of the issuer.

- (18) No Sub-Fund may acquire (i) more than 10% of the outstanding non-voting shares of any one issuer; (ii) more than 10% of the outstanding debt securities of any one issuer; (iii) more than 10% of the Money Market Instruments of any one issuer; or (iv) more than 25% of the shares or units of any one UCI. The limits set forth in (ii) to (iv) may be disregarded at the time of acquisition if at that time the gross amount of bonds or of the Money Market Instruments or the net amount of the instruments

in issue cannot be calculated.

The ceilings set forth above under (17) and (18) do not apply in respect of:

- (i) Transferable Securities and Money Market Instruments issued or guaranteed by a Member State or by its local authorities;
- (ii) Transferable Securities and Money Market Instruments issued or guaranteed by any Other State;
- (iii) Transferable Securities and Money Market Instruments issued by a public international body of which one or more EU Member State(s) are member(s);
- (iv) shares in the capital of a company which is incorporated under or organized pursuant to the laws of an Other State provided that (i) such company invests its assets principally in securities issued by issuers of that State, (ii) pursuant to the laws of that State a participation by the relevant Sub-Fund in the equity of such company constitutes the only possible way to purchase securities of issuers of that State, and (iii) such company observes in its investments policy the restrictions set forth under C, items (1) to (5), (8), (9) and (12) and (15) to (18); and
- (v) shares in the capital of subsidiary companies which, exclusively on its or their behalf carry on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the redemption of shares at the request of shareholders.

**D. In addition, the Fund shall comply in respect of its net assets with the following investment restrictions per instrument:**

Each Sub-Fund shall ensure that its global exposure relating to derivative instruments does not exceed the total net value of its portfolio. 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

**E. Finally, the Fund shall comply in respect of the assets of each Sub-Fund with the following investment restrictions:**

- (1) No Sub-Fund may acquire commodities or precious metals or certificates representative thereof.
- (2) No Sub-Fund may invest in real estate provided that investments may be made in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein.
- (3) No Sub-Fund may use its assets to underwrite any securities.
- (4) No Sub-Fund may issue warrants or other rights to subscribe for Shares in such Sub-Fund.
- (5) A Sub-Fund may not grant loans or guarantees in favour of a third party, provided that such restriction shall not prevent each Sub-Fund from investing in non-fully paid-up Transferable Securities, Money Market Instruments or other financial instruments, as mentioned under A, items (5), (7) and (8).
- (6) The Fund may not enter into uncovered sales of Transferable Securities, Money Market Instruments or other financial instruments as listed under A, items (5), (7) and (8).

## **F. Notwithstanding anything to the contrary herein contained:**

- (1) While ensuring observance of the principle of risk-spreading, each Sub-Fund may derogate from paragraph C. (a) Risk Diversification rules for a period of six (6) months following the date of its authorisation.
- (2) The ceilings set forth above may be disregarded by each Sub-Fund when exercising subscription rights attaching to securities in such Sub-Fund's portfolio.
- (3) If such ceilings are exceeded for reasons beyond the control of a Sub-Fund or as a result of the exercise of subscription rights, such Sub-Fund must adopt as its priority objective in its sale transactions the remedying of such situation, taking due account of the interests of its shareholders.

The Board of Directors has the right to determine additional investment restrictions to the extent that those restrictions are necessary to comply with the laws and regulations of countries where Shares of the Fund are offered or sold.

## **G. Global Exposure**

Unless otherwise provided for with respect to a particular Sub-Fund, a Sub-Fund shall ensure that its global exposure relating to financial derivative instruments does not exceed the total net asset value of its portfolio. The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions. This shall also apply to the following paragraph.

Each Sub-Fund may invest, according to its investment policy and within the limit laid down in "Appendix II - Investment Restrictions and Powers" in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in "Appendix II - Investment Restrictions and Powers". When a Sub-Fund invests in index-based financial derivative instruments, these investments do not have to be combined to the limits laid down in this "Appendix II - Investment Restrictions and Powers". 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 section.

The global exposure relating to financial derivative instruments may be calculated through the VaR methodology or the commitment approach as set out for each Sub-Fund in the relevant "Appendix III – Sub-Fund Details".

## **H. INVESTMENT TECHNIQUES AND INSTRUMENTS AND USE OF FINANCIAL DERIVATIVE INSTRUMENTS:**

### **(1) Techniques and Instruments**

To the maximum extent allowed by, and within the limits set forth in applicable Luxembourg regulations, including the 2010 Law as well as any present or future related Luxembourg laws or implementing regulations, circulars and CSSF positions, in particular the provisions of (i) Article 11 of the Grand-Ducal regulation of 8 February 2008 relating to certain definitions of the Law of 20 December 2002 on undertakings for collective investments<sup>1</sup> and of (ii) CSSF Circular 08/356 relating to the rules applicable to undertakings for collective investments when they use certain techniques and instruments relating to transferable securities and money market instruments (“CSSF Circular 08/356”), CSSF Circular 11/512 and CSSF Circular 14/592 on ESMA's Guidelines on ETFs and other UCITS issues (“CSSF Circular 14/592”) (as these pieces of regulations may be amended or replaced from time to time) each Sub-Fund may for the purpose of generating additional capital or income or for reducing costs or risks (a) enter, either as purchaser or seller, into optional as well as non-optional repurchase and reverse repurchase transactions and (b) engage in securities lending transactions. The Fund does not invest in SFT (as defined under 4. below) and the Prospectus will be amended before any use of SFT

#### **(a) Repurchase Transactions and Reverse Repurchase Transactions**

Repurchase transactions, also known as “repos”, are financial instruments used in securities and money markets. A buyer of a repurchase transaction agrees to provide cash to a counterparty that sells securities and agrees to repurchase those securities from the buyer at a future date. The repurchase price should be greater than the original sale price, the difference effectively representing interest, sometimes called the repo rate. The securities sold by the counterparty are often referred to as “collateral”. Repurchase transactions are typically instruments of a short-term nature.

Each Sub-Fund may invest in securities subject to repurchase transactions concluded with high quality financial institutions specialised in this type of transactions. Under such agreements, the seller agrees with the buyer, upon entering into the contract, to repurchase the securities at a mutually agreed upon time and price, thereby determining the repo rate during the time of the agreement. This investment technique permits the buyer to earn a fixed rate of return independent from market fluctuations during such period. During the lifetime of a repurchase transaction, the buyer may not sell the securities which are the subject of the agreement either before the repurchase of the securities by the counterparty has been carried out or before the repurchase period has expired.

The Fund will ensure to maintain the importance of purchased securities subject to a repurchase obligation at a level such that it is able, at all times to meet redemption requests from its Shareholders.

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<sup>1</sup> The law of 20 December 2002 on undertakings for collective investments has been repealed and replaced by the 2010 Law. The Fund may act either as a seller (in a Repo) or as a buyer (a Reverse Repo).

## **(b) Securities Lending**

In order to generate additional revenue for Sub-Funds, the Fund may participate in securities lending transactions subject to complying with the provisions set forth in the CSSF Circular 08/356 and CSSF Circular 14/592.

## **(2) Financial Derivative Instruments**

Each Sub-Fund may, subject to the conditions and within the limits laid down in the 2010 Law and any present or future related Luxembourg laws or implementing regulations, CSSF circulars, such as but not limited to CSSF Circulars 08/356 and CSSF Circular 14/592 (the "Regulations"), invest in financial derivative instruments for hedging and/or efficient portfolio management purposes and/or to manage foreign exchange risks. For certain Sub-Funds, where such techniques and instruments are also used for investment purposes, this must be set out in their investment objectives and policies. Financial derivative instruments include, but are not limited to, futures, options, swaps (including, but not limited to, credit and credit-default, interest rate and inflation swaps), forward foreign currency contracts and credit linked notes. All Sub-Funds may enter into transactions which include but are not limited to interest rate, equity, index and government bond futures and the purchase and writing of call and put options on securities, securities indices, government bond futures, interest rate futures and swaps. New financial derivative instruments may be developed which may be suitable for use by the Fund. The Fund may employ such financial derivative instruments in accordance with the Regulations and collateral received will be in accordance with the Fund's collateral policy.

## **(3) Collateral Policy**

- (i) Where a Sub-Fund enters into OTC financial derivative transactions and efficient portfolio management techniques, all collateral used to reduce counterparty risk exposure shall be in the form of liquid assets (i.e., cash and short term bank certificates, money market instruments as defined in Council Directive 2007/16/EC of 19 March 2007) and their equivalent (including letters of credit and a guarantee at first-demand given by a first class credit institution not affiliated to the counterparty) in accordance with CSSF Circular 08/356 (as may be amended or replaced from time to time).
- (ii) The value of any collateral, whatever its currency, received by the Fund will be marked to market daily and will equal or exceed, in value, at all times, the value of the amount invested or securities loaned. Collateral received in form of cash will be denominated in the same currency as the currency of the derivatives or securities loaned they cover. No haircut will be applied
- (iii) Non-cash collateral received shall not be sold, re-invested or pledged.
- (iv) Cash collateral received by a Sub-Fund in relation to any of these transactions shall, subject to the investment objectives of such Sub-Fund, only be:

- a. placed on deposit with credit institutions having their registered office in a Member State or,

- if the credit institution has its registered office in an other State, provided that it is subject to prudential rules considered by the Regulatory Authority as equivalent to those laid down in Community law;
- b. invested in high-quality government bonds;
  - c. used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Sub-Fund is able to recall at any time the full amount of cash on an accrued basis;
  - d. invested in short-term money market funds as defined in the “ESMA Guidelines on a Common Definition of European Money Market Funds”.
- (v) Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.
- (4)** Securities Financing Transactions (**SFT**) from Regulation (EU) 2015/2365 of the European Parliament and Council of 25 November 2015 on the transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 (“**SFTR**”)

The Fund does not invest in SFT. In case of change i.e. if the Fund invests in SFT (as defined in the SFTR), the Prospectus will be amended accordingly before the first use of SFT.

**(5)** EU Benchmark Regulation

Regulation (EU) 2016/1011 (also known as the “**EU Benchmark Regulation**”) requires the Management Company to produce and maintain robust written plans setting out the actions that it would take in the event that a benchmark (as defined by the EU Benchmark Regulation) materially changes or ceases to be provided. The Management Company shall comply with this obligation. Further information on the plan is available on request and free of charge at the registered office of the Management Company.

The Benchmarks that have been selected for the purposes of performance fee calculation are set out for each Sub-Fund in the relevant “Appendix III – Sub-Fund Details”.

The Benchmarks are provided by administrators which are currently not included in the ESMA register of benchmark administrators. However, the use of these Benchmarks is permitted during the transitional period provided for in article 51 of the EU Benchmark Regulation. The Prospectus will be updated at the first opportunity once further information on the relevant benchmark administrator’s authorisation becomes available. The inclusion of any further administrator of a benchmark used by a Sub-Fund within the meaning of the EU Benchmark Regulation in the ESMA register of benchmark administrators will be reflected in the Prospectus at its next update.

### **Appendix III – Sub-Fund Details**

The information contained in this Appendix should be read in conjunction with the full text of the Prospectus of which this forms an integral part.

## I. Frontier Markets

1. **Name of the Sub-Fund**: Frontier Markets.

2. **Main definitions**

**Cut-Off Time**                      *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Redemption Day**                      Any Valuation Day.

**Subscription Day**                      Any Valuation Day.

**Valuation Day**                      The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund employs the commitment approach to calculate global exposure to derivative instruments.

5. **Investment Objectives and Policies**

“**Frontier Markets**” are sometimes relatively small and illiquid and information is generally less available than in other markets. These characteristics sometimes make them unsuitable for inclusion in the larger emerging markets indexes. However what Frontier Markets lack in economic size, they make up for in potential. With a high projected real Gross Domestic Product (GDP) growth over the next 5-10 years global Frontier Markets will lead the growth in many years to come. The Investment Manager has identified an investment universe of currently 80 countries that are monitored from Angola in Africa, Lebanon in the Middle East, Azerbaijan in Eastern Europe, Mongolia in Asia to Dominican Republic in Latin America/Caribbean. The investment universe is monitored on an ongoing basis which could lead to inclusion of additional countries that then might be included in the ongoing portfolio construction.

The Investment Manager uses a range of counterparts to execute the ongoing investment transactions, to ensure the best possible execution for each trade.

The investment objective of the Sub-Fund is to create returns by utilizing a diversified selection of strategies within Frontier Markets. To achieve the investment objective the Investment Manager will use a range of primarily traditional transferable securities like hard currency debt securities (typically denominated in USD) and local currency debt securities (Local currency debt securities are fixed income instruments issued by sovereigns, supra-nationals and/or multilaterals in the Frontier Market's own currencies) and derivative financial instruments. Derivative instruments will mainly be used for hedging purposes and for investment purposes only on an ancillary basis.

**Target Return:** 10% -12% p.a. (7% -10% p.a. as from 2 January 2019). This target return is an estimate and is not guaranteed by the Fund.

#### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: market developments, country crisis, global financial crisis, liquidity crisis.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I "Risks of Investment" in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking higher returns than available in traditional emerging market debt. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Retail Classes:

#### All types of Class R Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0875244427	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0501220429	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1172418664	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1034966918	Class R Shares (JPY)	JPY	Accumulation	JPY 15,000	JPY 15,000	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0875246554	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1172418821	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0735966888	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1034966751	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1209899522	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%

#### All types of Class E Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU0875246638	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0697197597	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0875246711	Class E Shares (SEK)	SEK	Accumulation	SEK 50	SEK 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0735966961	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%

## All types of Class R (CL) Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU1034967130	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1034966678	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1034966835	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1034967056	Class R (CL) Shares (USD)	USD	Accumulation	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1209899365	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1209899449	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1750992478	Class R (CL) Shares (SEK)	SEK	Accumulation	SEK 50	SEK 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%

## Professional / Institutional Classes:

### All types of Class I Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU1650494468	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU0501220262	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1034966595	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1034966249	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1209899100	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1209899282	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%

### Class L Shares\*\*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class L Shares (EUR)	EUR	Accumulation	EUR 150,000,000	EUR 1,000	N.A.	Up to 0.75%	N.A.	Up to 10%	Up to 0.35%
NEW	Class L (DD) Shares (EUR)	EUR	Distribution	EUR 150,000,000	EUR 1,000	N.A.	Up to 0.75%	N.A.	Up to 10%	Up to 0.35%

\*\* Available to Professional or Institutional Investors (directly or through financial intermediaries) authorised by the Management Company.

## Class Y Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation	EUR 100	N.A.	Up to 10%	Up to 0.5%
NEW	Class Y Shares (USD)	USD	Accumulation	USD 100	N.A.	Up to 18%	Up to 0.5%

With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class “Y”, but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

## Class Z Shares\*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>1</sup>	Subsequent investment amount	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Z Shares (EUR)	EUR	Accumulation	EUR 150,000,000	EUR 10,000	EUR 10,000	Up to 0.40%	Up to 18%	Up to 0.25%

\* This Share Class is reserved to investors qualifying as pension funds or similar investment vehicles within the meaning of Article 175 (c) of the 2010 Law which have been specifically approved by the Board of Directors.

1) A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding. Further information on the abovementioned fees is set out in section “Management and Fund Charges” in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent subscriptions at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for:

- Professional / Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in the Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 "Transfer of Shares" in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the EUR.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Reference Currency of each Class is reflected in the name of such Class.

The investments in hard currency denominated debt issued in currencies such as USD, CHF and JPY of the Sub-Fund will generally be hedged into the Reference Currency of the Sub-Fund. Currency hedging will be made through the use of various techniques including the entering into forward currency contracts, currency options and futures. The relevant currency hedging is intended to reduce a Shareholder's exposure to the respective currencies in which the Sub-Fund's investments are denominated. In this regard, it is anticipated that currency risks will be hedged to a large extent although there is no guarantee that such hedging will be effective. From time to time the Investment Manager may not fully hedge the currency exposure, if this can be expected to be in the interest of the Shareholders.

In case Share Classes are offered in a Share Class currency other than the Reference Currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the Reference Currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's Reference Currency (i.e. EUR), it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

**12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

**13. Availability of the Net Asset Value**

The Net Asset Value per Share is generally available in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

**14. Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

**15. Performance Fee**

**Effective from 2 January 2019: the Performance Period will be changed from quarterly to yearly.**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day and will be payable quarterly in arrears in respect of each Performance Period (as defined below).

The Performance Fee becomes due in the event the Net Asset Value per Share at the end of the Performance Period exceeds the High Water Mark (as defined below).

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period for the relevant Class. The "High Water Mark" means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December ("**Quarter Date**") in each year (the "**Performance Period**"). However, in the case of the initial issue of Shares, the first Performance Period will commence from the Launch Date and end on the following Quarter Date. In case the Net Asset Value per Share at the end of a Performance Period is below the High Water Mark, no new (lower) High Water Mark is set but the prior (higher) High Water Mark stand as a reference for the following Performance Period.

For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

The Performance Fee amounts to 10% of the outperformance of each relevant Class except for the Performance Fee of the Z Class that amounts to 18% of the outperformance of this Share Class. An outperformance exists if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark. The Performance fee is due quarterly after the end of each Performance Period based on the average quarterly market value as determined by the Administrative Agent. The average market value will be calculated by averaging the value of each relevant Class as of each Valuation Day of the relevant Performance Period, including the launch day, where applicable..

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark, no performance fee is due.

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

Following a Performance Period in which no Performance Fee has been charged, no Performance Fee will accrue until such time as the cumulative percentage growth in the Net Asset Value per Share of the relevant Class exceeds the High Water Mark.

The amount of the Performance Fee will be calculated by the Administrative Agent.

There is no refund or clawback of previously paid Performance Fees.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

## II. EM Debt and FX

The name of the Sub-Fund will be EM Absolute Debt as from 2 January 2019.

1. **Name of the Sub-Fund**: EM Debt and FX (until 1<sup>st</sup> January 2019).

2. **Main definitions**

**Benchmark** EURIBOR 3 M TR (EUR) + 200 bps

The Benchmark will be **LIBOR 3 M TR + 200bps** as from 14 January 2019.

The Libor currency will be aligned with all Share Classes currencies as in the following example:

Share class type	Benchmark
non hedged	Libor 3 Month (USD) TR + 200 bps
EUR hedged	Libor 3 Month (EUR) TR + 200 bps
USD hedged	Libor 3 Month (USD) TR + 200 bps
CHF hedged	Libor 3 Month (CHF) TR + 200 bps
.	.
.	.
xxx hedged	Libor 3 Month (xxx) TR + 200 bps

**Cut-Off Time** *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Redemption Day** Any Valuation Day.

**Subscription Day** Any Valuation Day.

**Valuation Day** The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund’s global risk exposure is monitored by using the Value-at-Risk (“VaR”) approach with a limit that is set at 10% under the parameters (time horizon and confidence level) given below. This approach aims to estimate the maximum potential loss that the Sub-Fund could suffer within a certain

time horizon (one month) and at a certain confidence level (99% confidence interval), in normal market conditions. As from 14 January 2019, the Sub-Fund's global risk exposure will be monitored by using the absolute VaR approach with a limit that is set at 10% under the parameters (time horizon and confidence level) given below.

In addition, stress tests will be carried out in order to manage additional risks related to possible abnormal market movements at a specific point of time.

**The expected level of leverage is 250% of the Net Asset Value of the Sub-Fund, although it is possible that leverage might significantly exceed this level from time to time.** The use of derivatives can have a major impact, either positive or negative, on the value of the Sub-Fund's assets. The above level of leverage has been calculated using the sum of notionals of the derivatives used. This percentage figure expresses by how much the Sub-Fund's portfolio would rise or fall if derivative positions were to be used. To determine the leverage percentage, the sum of notionals of the derivatives are calculated and compared with the Net Asset Value.

As from 14 January 2019, the expected leverage will be 500% and the above paragraph will be read as follows: **"The expected level of leverage of this Sub-Fund is 500%.** This figure is computed as the sum of notionals of the financial derivative instruments (FDI), whereby large parts of these FDI are used for hedging purposes".

## **5. Investment Objectives and Policies**

The investment objective of the Sub-Fund is to achieve capital appreciation through well diversified investments in emerging and frontier market debt and foreign exchange ("FX") derivative instruments with a high expected risk adjusted performance and a low correlation to other asset classes.

**Instruments:** Local and hard currency denominated bonds, Credit Linked Notes (CLN), Interest Rate Swaps (IRS) non-deliverable interest rate swaps (NDS), Interest Rate Futures, Credit Default Swaps (CDS), Credit Default Swap Indices (CDX), FX Spot, FX Forwards, FX Options, Non-Deliverable Forwards (NDF), Non-Deliverable Options (NDO) and Currency-linked Instruments.

The Sub-Fund will have no given market directional bias and can from time to time be net long, net short or neutral currency and interest rate risk depending on the Investment Manager's expectations for market direction.

There will be no hedging of the underlying currency investments.

**Target Return:** 10% p.a. This target return is an estimate and is not guaranteed by the Fund.

### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: market developments, country crisis, global

financial crisis, liquidity crisis.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I “Risks of Investment” in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking high absolute returns. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Retail Classes

#### Class R Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount (1)	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
New	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0875247016	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0501220858	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1172419043	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1034967726	Class R Shares (JPY)	JPY	Accumulation	15,000 JPY	JPY 15,000	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0875247107	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1172419126	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU0875246984	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1034967569	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%
LU1209903068	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.50%	N.A.	Up to 10%	Up to 0.60%

#### Class E Shares::

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount (1)	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU0875247362	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0699624598	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0875247446	Class E Shares (SEK)	SEK	Accumulation	SEK 50	SEK 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%
LU0875247289	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.50%	Up to 0.75%	Up to 10%	Up to 0.60%

### **Class R (CL) Shares:**

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee	Distribution Fee	Performance Fee	Fixed Administration Fee
New	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1034967486	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1034967643	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1209900122	Class R (CL) Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1209900049	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
LU1209900395	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%

### **Professional / Institutional Classes:**

#### **Class I Shares:**

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee	Distribution Fee	Performance Fee	Fixed Administration Fee
New	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
New	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU0501220775	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1034967213	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
New	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1209899795	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1209899951	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%
LU1209899878	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	USD 1,000	N.A.	Up to 1.00%	N.A.	Up to 10%	Up to 0.50%

#### **Class Y Shares**

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation	EUR 100	N.A.	Up to 10%	Up to 0.5%
NEW	Class Y Shares (USD)	USD	Accumulation	USD 100	N.A.	Up to 10%	Up to 0.5%

With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class "Y", but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding.

Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent subscriptions at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for:

- Professional / Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer

of Shares” in this Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 “Transfer of Shares” in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the EUR.

The Reference Currency of the Sub-Fund will be USD as from 14 January 2019.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Reference Currency of each Class is reflected in the name of such Class.

The investments in hard currency denominated debt issued in currencies such as USD, CHF and JPY (USD should be read as EUR in this currencies list as from 14 January 2019) of the Sub-Fund will generally be hedged into the Reference Currency of the Sub-Fund. Currency hedging will be made through the use of various techniques including the entering into forward currency contracts, currency options and futures. The relevant currency hedging is intended to reduce a Shareholder's exposure to the respective currencies in which the Sub-Fund's investments are denominated. In this regard, it is anticipated that currency risks will be hedged to a large extent although there is no guarantee that such hedging will be effective. From time to time the Investment Manager may not fully hedge the currency exposure, if this can be expected to be in the interest of the Shareholders.

In case Share Classes are offered in a Share Class currency other than the Reference Currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the Reference Currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's Reference Currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

## 12. **Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

## 13. **Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

## 14. **Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

## 15. **Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

### 15.1 **Definitions**

Performance Fee: 10% of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period.

Benchmark: EURIBOR 3 M TR (EUR) + 200 bps

The Benchmark will be **LIBOR 3 M TR + 200bps** as from 14 January 2019.

High Water Mark: Highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized.

Performance Quarterly.

Period:

Calculation Period: Since the last date where a Performance Fee was crystallized or as from the Launch date if none was crystallized.

Payment: Made after receipt of an invoice from the Investment Manager.

## 15.2 Definition of Performance Fee

**Effective from 2 January 2019: the Performance Period will be changed from quarterly to yearly.**

The Investment Manager is entitled to receive a quarterly Performance Fee which is calculated in relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 10% of the outperformance of each relevant Class compared to the Benchmark multiplied by the average of all Net Asset Values in the Calculation Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance Period is higher than the cumulative return of the Benchmark. The Performance Fee is calculated quarterly after the end of each Performance Period based on the average of all Net Asset Values within the Calculation Period as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Value per Share of each relevant Class as of each Valuation Day of the relevant Calculation Period.

## 15.3 Cumulative return

The cumulative return of the benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark price at the end of a Performance Period}}{\text{Benchmark price at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark and its performance higher than the cumulative return of the Benchmark, then Performance Fee is due. Whereas, if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance lower than the cumulative return of the Benchmark, then no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

In case the Benchmark is defined as a combination of multiple benchmarks (“Composite Benchmark”) then the Benchmark return is derived from multiplying the combined, weighted daily returns from the start of the calculation period to the end of the calculation period.

The procedure is explained in detail:

Weighted Daily Return is the return of each individual Benchmark against the value from the previous Valuation Day times the weighing factor and added over all benchmarks. Those daily performances are multiplied over all days to get the composite Benchmark Performance.

There is no refund or clawback of previously paid Performance Fees.

#### **15.4 High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

#### **15.5 Definition of Performance Period**

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December (“Quarter Date”) in each year. However, in the case of the initial issue of Shares, the first Performance Period will commence from the Launch Date and end on the first Quarter Date. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a period of negative excess return whereby the Performance Fee accrual has been reduced to zero, no new Performance Fee may be accrued until such time as the cumulative return of a Class of Shares since launch or since the last Performance Fee has been crystallized exceeds the cumulative Benchmark return and the High Water Mark.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

#### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of a Performance Period.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

### 15.7 Performance fee calculation example

Performance Period:	01 Jan 20xx – 31 March 20xx
Calculation Period:	01 Jan 20xx – 31 March 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
High Water Mark at start of Calculation Period:	100
Outperformance:	10%-10% = 0%
Performance Fee:	0%*10%*EUR400.000.000 = EUR 0

The performance of the Share Class does not exceed the cumulative performance of the Benchmark, thus no Performance Fee is due. High Water Mark remains at 100 as no Performance Fee was crystallized at the end of the Performance Period.

Performance Period:	01 Apr 20xx. 30 June 20xx
Calculation Period:	01 Jan 20xx – 30 June 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100

Benchmark Value at end of Calculation Period:	100
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	5%-0% = 5%
Performance Fee:	5%*10%*EUR 400.000.000 = EUR 2.000.000

A Performance Fee is due as the Performance of the Share Price exceeds the Performance of the Benchmark in the actual Calculation Period and is above the High Water Mark.

Performance Period:	01 Jul 20xx – 30 Sep 20xx
Calculation Period:	01 Jul 20xx – 30 Sep 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	90
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	0%-(10)% = 10%

No Performance Fee is due as the Share Price does not exceed the High Water Mark which remains at 105.

Performance Period:	01 Oct 20xx – 31 Dec 20xx
Calculation Period:	01 Jul 20xx – 30 Dec 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	105
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000

Outperformance:

$$4,76\% - 5\% = -0,24\%$$

No Performance Fee is due as the Performance of the Share Price does not exceed the Performance of the Benchmark in the actual Calculation Period. High Water Mark remains at 105.

*Table 1: Illustration of example period*

Calculation Period	Share Price at End of period	Performance Share Class	Performance Benchmark	High Watermark	Share class outperformed benchmark	Exceed High watermark	Performance fee due?	Positive outperformance from which fee is calculated
Initial offer period	100*	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
01 Jan - 31 Mar	110	10.0%	10.0%	100	No	Yes	No	0.00%
01 Jan – 30 Jun	105	5.0%	0.0%	100	Yes	Yes	Yes	5.00%
01 Jul – 30 Sep	105	0.0%	-10.0%	105	Yes	No	No	0.00%
01 Jul – 31 Dec	110	4.8%	5.0%	105	No	Yes	No	0.00%

\*This is the first/initial share price at the launch of the share class.

The amount of the Performance Fee will be calculated by the Administrative Agent.

### III. EM Debt

1. **Name of the Sub-Fund**: EM Debt.

2. **Main definitions**

**Benchmark** JPMorgan EMBI Global Diversified in USD

**Cut-Off Time** *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Redemption Day** Any Valuation Day.

**Subscription Day** Any Valuation Day.

**Valuation Day** The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund employs the relative Value at Risk approach to calculate global exposure.

Reference portfolio for calculating relative Value at Risk: 100% JPMorgan EMBI Global Diversified in USD.

The expected level of leverage of this Sub-Fund is around 200% (gross commitment). This figure is computed as the sum of notionals of the financial derivative instruments (FDI), whereby large parts of these FDI are used for hedging purposes. Depending on market conditions, higher leverage levels may be used to increase the hedging component of the Sub-Fund and/or generate a higher market exposure.

5. **Investment Objectives and Policies**

The investment objective of the Sub-Fund is to create returns by utilizing a diversified selection of investment opportunities within Emerging Markets Debt. To achieve this objective the Investment Manager will mainly use a range of traditional transferable and listed debt securities issued in hard

currency (typically denominated in USD) by emerging markets sovereigns, supra-nationals and/or multilaterals. For a minor part of the portfolio, the Sub-Fund can also invest in transferable and listed emerging markets sovereign, supra-national and multilateral debt securities issued in emerging markets local currency and in currency instruments.

Derivative instruments will mainly be used for hedging purposes. The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's USD currency exposure to the Reference Currency of the Sub-Fund.

Derivatives may also be used for investment purposes to take sovereign credit risk or currency risk.

**As from 2 January 2019**, the investment objective of the Sub-Fund will be as follows: "The investment objective of the Sub-Fund is to create returns by utilizing a diversified selection of investment opportunities within Emerging Markets Debt. To achieve this objective, the Investment Manager will mainly use a range of traditional transferable and listed debt securities, from issuers located in the OECD, issued in hard currency (typically denominated in USD) by emerging markets sovereigns, supra-nationals and/or multilaterals. For a minor part of the portfolio, the Sub-Fund can also invest in transferable and listed emerging markets sovereign, supra-national and multilateral debt securities issued in emerging markets local currency and in currency instruments.

The Sub-Fund will invest, primarily (directly or indirectly) in investment-grade-quality (minimum BBB-S&P or Fitch or Baa3 Moody's) transferable and debt securities. The Sub-Fund may also invest in High-Yield-Bonds with a speculative-grade rating (minimum B- S&P or Fitch or B3 Moody's). The Sub-Fund will not buy or otherwise invest in assets with a rating below speculative-grade rating (B - S&P or Fitch rating or below a B3 Moody's rating).

The financial instruments used by the Sub-Fund, such as CLN, shall have the same credit rating as applied for the transferable and debt securities and shall have their issuers located in an OECD Member state.

Derivative instruments will mainly be used for hedging purposes, but these instruments may also be used for investment purposes to take sovereign credit risk or currency risk.

The Sub-Fund shall not participate in securities lending and shall not be subject to distribution in kind".

#### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: changes in legislation, counterparty, credit and market, derivatives, liquidity and settlement, emerging market, currency, market crisis and governmental intervention, management and lower rated and higher yielding debt risks.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I “Risks of Investment” in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking higher returns. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Retail Classes

#### Class R Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU0875247792	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU0616502299	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1172419472	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU1034968377	Class R Shares (JPY)	JPY	Accumulation	JPY 15,000	JPY 15,000	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU0875247875	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU1172419555	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU0875247529	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1034968021	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1209901799	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%

#### Class E Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU0875248097	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0699624671	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0875248170	Class E Shares (SEK)	SEK	Accumulation	SEK 50	SEK 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0875247958	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%

### Class R (CL) Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1034967999	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1034968294	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209901526	Class R (CL) Shares (USD)	USD	Accumulation	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209901443	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209901872	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%

### Professional / Institutional Share Classes

#### Class I Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU0616502026	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU1172419399	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU1209901104	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU1209901286	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU1209901369	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	USD 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%
LU1750992635	Class I Shares (CHF)	CHF	Accumulation	CHF 1,000,000	CHF 100	N.A.	Up to 0.75%	N.A.	Up to 5%	Up to 0.50%

#### Class Y Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation	EUR 100	N.A.	Up to 5%	Up to 0.5%

NEW	Class Y Shares (USD)	USD	Accumulation	USD 100	N.A.	Up to 5%	Up to 0.5%
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With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class "Y", but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding.

Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent investments at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the Investor and received by the Registrar and Transfer Agent for:

- Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer

of Shares” in the Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 “Transfer of Shares” in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the USD.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

Currency hedging will be made through the use of currency forward contracts. There is no guarantee that such hedging will be effective.

In case Share Classes are offered in a Share Class currency other than the Reference Currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the Reference Currency of the Sub-Fund (“Hedged Share Class”).

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's Reference Currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

#### **12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

### **13. Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

### **14. Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

### **15. Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

#### **15.1 Definitions**

Performance Fee:	5% of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period.
Benchmark:	JPMorgan EMBI Global Diversified in USD.
High Water Mark:	Highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized.
Performance Period:	Quarterly
Calculation Period:	Since the last date where a Performance Fee was crystallized or as from the Launch date if none was crystallized.
Payment:	Made after receipt of an invoice from the Investment Manager.

#### **15.2 Definition of Performance Fee**

**Effective from 2 January 2019: the Performance Period will be changed from quarterly to yearly.**

The Investment Manager is entitled to receive a quarterly Performance Fee which is calculated in relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 5% of the outperformance of each relevant Class compared to the Benchmark multiplied by the average of all Net Asset Values in the Calculation Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance Period is higher than the cumulative return of the Benchmark. The Performance Fee is calculated quarterly after the end of each Performance Period based on the average of all Net Asset Values within the Calculation Period as

determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Value per Share of each relevant Class as of each Valuation Day of the relevant Calculation Period.

### **15.3 Cumulative return**

The cumulative return of the benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark price at the end of a Performance Period}}{\text{Benchmark price at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark and its performance higher than the cumulative return of the Benchmark, then Performance Fee is due. Whereas, if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance lower than the cumulative return of the Benchmark, then no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

There is no refund or clawback of previously paid Performance Fees.

### **15.4 High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

### **15.5 Definition of Performance Period**

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December (“Quarter Date”) in each year. However, in the case of the initial issue of Shares, the first Performance Period will commence from the Launch Date and end on the following Quarter Date. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a period of negative excess return whereby the Performance Fee accrual has been reduced to zero, no new Performance Fee may be accrued until such time as the cumulative return of a class of Shares since launch or since the last Performance Fee has been crystallised exceeds the cumulative Benchmark return and the High Water Mark.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of a Performance Period.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

### **15.7 Performance fee calculation example**

Performance Period:	01 Jan 20xx – 31 March 20xx
Calculation Period:	01 Jan 20xx– 31 March 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
High Water Mark at start of Calculation Period:	100

Outperformance:  $10\% - 10\% = 0\%$

Performance Fee:  $0\% * 5\% * \text{EUR } 400.000.000 = \text{EUR } 0$

The performance of the Share Class does not exceed the cumulative performance of the Benchmark, thus no Performance Fee is due. High Water Mark remains at 100 as no Performance Fee was crystallized at the end of the Performance Period.

Performance Period: 01 Apr 20xx – 30 June 20xx

Calculation Period: 01 Jan 20xx – 30 June 20xx

Share Price at start of Calculation Period: 100

Share price at end of Calculation Period: 105

Benchmark Value at start of Calculation Period: 100

Benchmark Value at end of Calculation Period: 100

Average of all Net Asset Values in the Calculation Period: EUR 400.000.000

Outperformance:  $5\% - 0\% = 5\%$

Performance Fee:  $5\% * 5\% * \text{EUR } 400.000.000 = \text{EUR } 1.000.000$

A Performance Fee is due as the Performance of the Share Price exceeds the Performance of the Benchmark in the actual Calculation Period and is above the High Water Mark.

Performance Period: 01 Jul 20xx – 30 Sep 20xx

Calculation Period: 01 Jul 20xx – 30 Sep 20xx

Share Price at start of Calculation Period: 105

Share price at end of Calculation Period: 105

Benchmark Value at start of Calculation Period: 100

Benchmark Value at end of Calculation Period: 90

Average of all Net Asset Values in the Calculation Period: EUR 400.000.000

Outperformance:  $0\% - (10)\% = 10\%$

No Performance Fee is due as the Share Price does not exceed the High Water Mark which remains at 105.

Performance Period: 01 Oct 20xx – 31 Dec 20xx

Calculation Period: 01 Jul 20xx – 31 Dec 20xx

Share Price at start of Calculation Period: 105

Share price at end of Calculation Period: 110

Benchmark Value at start of Calculation Period: 100

Benchmark Value at end of Calculation Period: 105

Average of all Net Asset Values in the Calculation Period: EUR 400.000.000

Outperformance:  $4,76\% - 5\% = -0,24\%$

No Performance Fee is due as the Performance of the Share Price does not exceed the Performance of the Benchmark in the actual Calculation Period. High Water Mark remains at 105.

*Table 2: Illustration of example period*

Calculation Period	Share Price at End of period	Performance Share Class	Performance Benchmark	High Watermark	Share class outperformed benchmark	Exceed High watermark	Performance fee due?	Positive outperformance from which fee is calculated
Initial offer period	100*	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
01 Jan - 31 Mar	110	10.0%	10.0%	100	No	Yes	No	0.00%
01 Jan – 30 Jun	105	5.0%	0.0%	100	Yes	Yes	Yes	5.00%
01 Jul – 30 Sep	105	0.0%	-10.0%	105	Yes	No	No	0.00%
01 Jul – 31 Dec	110	4.8%	5.0%	105	No	Yes	No	0.00%

\*This is the first/initial share price at the launch of the share class.

The amount of the Performance Fee will be calculated by the Administrative Agent.

#### IV. EM Blended Debt

1. **Name of the Sub-Fund**: EM Blended Debt.

2. **Main definitions**

**Benchmark** 50% JPMorgan EMBI Global Diversified, hedged to EUR and 50% JPMorgan GBI-EM Global Diversified in USD, hedged to EUR.

**Cut-Off Time** *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Redemption Day** Any Valuation Day.

**Shares** Class Z Shares, Class I Shares, Class R Shares, Class R (CL) Shares and Class E Shares.

**Subscription Day** Any Valuation Day.

**Valuation Day** The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

**Global Risk Exposure**

The Sub-Fund employs a relative Value at Risk approach to calculate global exposure.

Reference portfolio for calculating relative Value at Risk:

50% JPMorgan EMBI Global Diversified, hedged to EUR;

50% JPMorgan GBI-EM Global Diversified in USD, hedged to EUR.

The expected level of leverage of this Sub-Fund is around 250% (gross commitment). This figure is computed as the sum of notionals of the financial derivative instruments (FDI), whereby large parts of these FDI are used for hedging purposes. Depending on market conditions, higher leverage levels may be used to increase the hedging component of the Sub-Fund and/or generate a higher market exposure.

#### **4. Investment Objectives and Policies**

The investment objective of the Sub-Fund is to create returns by actively allocating between a diversified selection of investment opportunities within Emerging Markets Hard Currency and Local Currency Debt. To achieve this objective the Investment Manager will mainly use a range of traditional transferable and listed debt securities issued in hard currency (typically denominated in USD) and in emerging markets local currency by emerging markets sovereigns, supra-nationals and/or multilaterals. The Investment Manager will also invest in currency instruments.

Derivative instruments will mainly be used for hedging purposes and for investment purposes. The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's USD currency exposure to the Reference Currency of the Sub-Fund.

Derivatives may also be used for investment purposes to take sovereign credit risk or currency risk.

#### **Main Risk Factors**

Specific risks inherent with investing in the Sub-Fund are: changes in legislation, counterparty, credit and market, derivatives, liquidity and settlement, emerging market, currency, market crisis and governmental intervention, management and lower rated and higher yielding debt risks.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I "Risks of Investment" in the Prospectus.

#### **Profile of Investors**

The Sub-Fund is suitable for medium to long-term investors seeking higher returns. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 5. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Retail Classes

#### **Class R Shares:**

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fee	Investment Management Fee(p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU0875248923	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU0616502612	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1172420058	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU1034969268	Class R Shares (JPY)	JPY	Accumulation	JPY 15,000	JPY 15,000	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU0875249061	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU1172420132	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
LU0875248840	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1034969003	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1209902417	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%

#### **Class E Shares:**

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fee	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU0875249228	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0699624838	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0875249574	Class E Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
LU0875249145	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%

## Class R (CL) Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>1</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1034968963	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1034969185	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209902334	Class R (CL) Shares (USD)	USD	Accumulation	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209902250	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
LU1209902508	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%

## Professional / Institutional Classes

### Class I Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount (1)	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU0616502539	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU1034968880	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU1209901955	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU1209902094	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU1209902177	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	USD 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%

### Class Y Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation	EUR 100	N.A.	Up to 5%	Up to 0.5%
NEW	Class Y Shares (USD)	USD	Accumulation	USD 100	N.A.	Up to 5%	Up to 0.5%

With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class "Y", but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

## Class Z Shares\*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>1</sup>	Subsequent investment amount	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Z Shares (USD)	USD	Accumulation	USD 150,000,000	USD 10,000	USD 10,000	Up to 0.25%	Up to 5%	Up to 0.25%
NEW	Class Z Shares (CAD)	CAD	Accumulation	CAD 150,000,000	CAD 10,000	CAD 10,000	Up to 0.25%	Up to 5%	Up to 0.25%

\* This Share Class is reserved to investors qualifying as pension funds or similar investment vehicles within the meaning of Article 175 (c) of the 2010 Law which have been specifically approved by the Board of Directors.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding.

Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent investments at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **6. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for:

- Professional / Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **7. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **8. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in the Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 "Transfer of Shares" in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off Time on the relevant Valuation Day.

#### **9. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **10. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the EUR.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's USD currency exposure to the Reference Currency of the Sub-Fund. Investments in debt securities issued in emerging markets local currency and in currency instruments will not generally be hedged.

Currency hedging will be made through the use of currency forward contracts. There is no guarantee that such hedging will be effective.

In case Share Classes are offered in a Share Class currency other than the reference currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the reference currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's reference currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

**11. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

**12. Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

**13. Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

**14. Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

**15.1 Definitions**

Performance Fee: 5% of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period

Benchmark: 50% JPMorgan EMBI Global Diversified, hedged to EUR and 50% JPMorgan GBI-EM Global Diversified in USD, hedged to EUR.

High Water Mark: Highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized.

Performance Period: Quarterly

Calculation Period: Since the last date where a Performance Fee was crystallized or as from the Launch date if none was crystallized.

Payment: Made after receipt of an invoice from the Investment Manager.

**15.2 Definition of Performance Fee**

**Effective from 2 January 2019: the Performance Period will be changed from quarterly to yearly.**

The Investment Manager is entitled to receive a quarterly Performance Fee which is calculated in

relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 5% of the outperformance of each relevant Class compared to the Benchmark multiplied by the average of all Net Asset Values in the Calculation Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance Period is higher than the cumulative return of the Benchmark. The Performance Fee is calculated quarterly after the end of each Performance Period based on the average of all Net Asset Values within the Calculation Period as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Value per Share of each relevant Class as of each Valuation Day of the relevant Calculation Period.

### **15.3 Cumulative return**

The cumulative return of the benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark price at the end of a Performance Period}}{\text{Benchmark price at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark and its performance higher than the cumulative return of the Benchmark, then Performance Fee is due. Whereas, if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance lower than the cumulative return of the Benchmark, then no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

In case the Benchmark is defined as a combination of multiple benchmarks (“Composite Benchmark”) then the Benchmark return is derived from multiplying the combined, weighted daily returns from the start of the calculation period to the end of the calculation period.

The procedure is explained in detail:

Weighted Daily Return is the return of each individual Benchmark against the value from the Previous Valuation Day times the weighing factor and added over all benchmarks. Those daily performances are multiplied over all days to get the composite Benchmark Performance.

There is no refund or clawback of previously paid Performance Fees.

#### **15.4 High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

#### **15.5 Definition of Performance Period**

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December (“Quarter Date”) in each year. However, in the case of the initial issue of Shares, the first Performance Period will commence from the Launch Date and end on the following Quarter Date. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a period of negative excess return whereby the Performance Fee accrual has been reduced to zero, no new Performance Fee may be accrued until such time as the cumulative return of a Class of Shares since launch or since the last Performance Fee has been crystallized exceeds the cumulative Benchmark return and the High Water Mark.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

#### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of a Performance Period.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

### 15.7 Performance fee calculation example

Performance Period:	01 Jan 20xx – 31 March 20xx
Calculation Period:	01 Jan 20xx – 31 March 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
High Water Mark at start of Calculation Period:	100
Outperformance:	10%-10% = 0%
Performance Fee:	0%*5%*EUR 400.000.000 = EUR 0

The performance of the Share Class does not exceed the cumulative performance of the Benchmark, thus no Performance Fee is due. High Water Mark remains at 100 as no Performance Fee was crystallized at the end of the Performance Period.

Performance Period:	01 Apr 20xx – 30 June 20xx
Calculation Period:	01 Jan 20xx – 30 June 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	100
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	5%-0% = 5%

Performance Fee:  $5\% \cdot 5\% \cdot \text{EUR } 400.000.000 = \text{EUR } 1.000.000$

A Performance Fee is due as the Performance of the Share Price exceeds the Performance of the Benchmark in the actual Calculation Period and is above the High Water Mark.

Performance Period:	01 Jul 20xx – 30 Sep 20xx
Calculation Period:	01 Jul 20xx – 30 Sep 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	90
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	$0\% - (10)\% = 10\%$

No Performance Fee is due as the Share Price does not exceed the High Water Mark which remains at 105.

Performance Period:	01 Oct 20xx – 31 Dec 201xx
Calculation Period:	01 Jul 20xx – 31 Dec 201xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	105
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	$4,76\% - 5\% = -0,24\%$

No Performance Fee is due as the Performance of the Share Price does not exceed the Performance of the Benchmark in the actual Calculation Period. High Water Mark remains at 105.

Table 4: Illustration of example period

Calculation Period	Share Price at End of period	Performance Share Class	Performance Benchmark	High Watermark	Share class outperformed benchmark	Exceed High watermark	Performance fee due?	Positive outperformance from which fee is calculated
Initial offer period	100*	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
01 Jan - 31 Mar	110	10.0%	10.0%	100	No	Yes	No	0.00%
01 Jan – 30 Jun	105	5.0%	0.0%	100	Yes	Yes	Yes	5.00%
01 Jul – 30 Sep	105	0.0%	-10.0%	105	Yes	No	No	0.00%
01 Jul – 31 Dec	110	4.8%	5.0%	105	No	Yes	No	0.00%

\*This is the first/initial share price at the launch of the share class.

The amount of the Performance Fee will be calculated by the Administrative Agent.

## V. Emerging Frontier

1. **Name of the Sub-Fund**: Emerging Frontier.

2. **Main definitions**

**Cut-Off Time**                      *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Hurdle Rate**                      8.5% p.a.

**Redemption Day**                Any Valuation Day.

**Subscription Day**                Any Valuation Day.

**Valuation Day**                    The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund employs the commitment approach to calculate global exposure to derivative instruments.

5. **Investment Objectives and Policies**

The investment objective of the Sub-Fund is to create returns by utilizing a diversified selection of strategies within Frontier Markets (as defined below). To achieve the investment objective the Investment Manager will use a range of primarily traditional transferable securities like hard currency debt securities (typically denominated in USD) and local currency debt securities (Local currency debt securities are fixed income instruments issued by sovereigns, supra-nationals and/or multilaterals in the Frontier Market's own currencies) and derivative financial instruments. The Sub-Fund will not invest in asset backed or mortgage backed securities. Derivative instruments will mainly be used for hedging purposes and for investment purposes only on an ancillary basis.

The Investment Manager uses a range of counterparts to execute the ongoing investment transactions, to ensure the best possible execution for each trade.

**Target Return:** 10% p.a. This target return is an estimate and is not guaranteed by the Fund.

**“Frontier Markets”** are sometimes relatively small and illiquid and information is generally less available than in other markets. These characteristics sometimes make them unsuitable for inclusion in the larger emerging markets indexes. However what Frontier Markets lack in economic size, they make up for in potential. With a high projected real Gross Domestic Product (GDP) growth over the next 5-10 years global Frontier Markets will lead the growth in many years to come. The Investment Manager has identified an investment universe of currently 100 countries that are monitored from Angola in Africa, Lebanon in the Middle East, Azerbaijan in Eastern Europe, Mongolia in Asia to Dominican Republic in Latin America/Caribbean. The investment universe is monitored on an ongoing basis which could lead to inclusion of additional countries that then might be included in the ongoing portfolio construction.

#### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: market developments, country crisis, global financial crisis, liquidity crisis.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I “Risks of Investment” in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking higher returns than available in traditional emerging market debt. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Professional / Institutional Share Classes

#### Class Z Shares\*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Subsequent investment amount	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU0914716807	Class Z Shares (USD)	USD	Accumulation	USD 100,000,000	USD 10,000	USD 10,000	Up to 0.55%	Up to 10%	Up to 0.25%

\* This share class is reserved to investors qualifying as pension funds or similar investment vehicles within the meaning of Article 175 (c) of the 2010 Law which have been specifically approved by the Board of Directors.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding.

The Board of Directors may waive the minimum amounts for the initial and subsequent subscriptions at its sole discretion.

The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable), as the case may be.

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for Professional or Institutional Investors: within two (2) Business Days after the Valuation Day.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in the Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 "Transfer of Shares" in

the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the USD.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Reference Currency of each Class is reflected in the name of such Class.

The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's EUR, CHF and JPY currency exposure to the Reference Currency of the Sub-Fund. Investments in debt securities issued in emerging markets local currency and in currency instruments will not generally be hedged.

Currency hedging will be made through the use of currency forward contracts. There is no guarantee that such hedging will be effective.

In case Share Classes are offered in a Share Class currency other than the reference currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the reference currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's reference currency (i.e. USD), it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above mentioned hedging will be borne by the Sub-Fund.

#### **12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each

Valuation Day on the basis of the latest prices available on the Valuation Day.

### **13. Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

### **14. Distribution Policy**

There will be no distribution. The Shares are accumulation Shares.

### **15. Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

#### **15.1 Definitions**

Performance Fee: 10 % of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period

Hurdle Rate: 8.5% p.a. (continuously compounded)

Performance Fee Cap: 0.80%

Performance Period: three-year rolling return (until the Share Class reaches 3 years of existence, initial performance period will be less than 36 months)

Calculation Period: Fiscal year

Payment: Made after receipt of an invoice from the Investment Manager.

#### **15.2 Definition of Performance Fee**

The Investment Manager is entitled to a Performance Fee of up to 10% of the amount the performance of the Net Asset Value per Share outperforms the Hurdle Rate. An outperformance exists if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the accumulative return of the Hurdle Rate. The Performance Fee is due annually after the end of each Performance Period based on the average Net Asset Value as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Value per Share of each relevant Class as of each Valuation day of the relevant Performance Period.

The accumulative return of the Hurdle Rate is calculated as follows:

**Formula** =  $(1,085^{(d/(days\ in\ calculation\ period))}) - 1$  (as percentage)

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after

deducting all the liabilities but before deducting performance fees, is lower than the accumulative return of the Hurdle Rate, no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

The Performance Fee payment is capped at 0.80% p.a. of the average of Net Asset Value of the Sub-Fund on each Valuation Day in the Calculation Period.

There is no refund or clawback of previously paid Performance Fees.

### **15.3 Definition of Performance Period**

The Performance Period shall be based on a three-year rolling return with each year ending on 31 December ("Annual Date"). However, in the case of the initial issue of Shares, the first 3 (three) Performance Periods will commence from the Launch Date and end respectively at the Annual Date of that same year, the Annual date of the following year and the Annual Date of the second following year. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a Performance Period in which no Performance Fee has been charged, no Performance Fee will accrue until such time as the cumulative percentage growth in the Net Asset Value per Share of the relevant Class exceeds the Hurdle Rate.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

### **15.4 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Period and the Net Asset Value per Share at the end of Period.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

Performance in % =  $[\text{NAV per share}(t) - \text{NAV per share}(t-1)] / \text{NAV per share}(t-1)$

### 15.5 Performance fee calculation example

Calculation Period:	01 Jan 20xx – 31 Dec 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Hurdle Rate:	8,5%
Outperformance:	10%- 8,5% = 1,5%
Performance Fee:	1,5%*10%*EUR 400.000.000 = EUR 600.000

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day and will be payable annually in arrears in respect of each Performance Period. Calculation of Performance Fee will for the first year be based on the period from the Launch date of the Share Class to 31 December. The calculation of the Performance Fee will for the second year be based on the period from the Launch date of the Share Class to the second year ending 31 December. The calculation of the Performance Fee will for the third year be based on the period from Launch date of the Share Class to the third year ending 31 December. The calculation of the Performance Fee will hereafter be based on the three-year rolling return for the past three years up to the Performance Period ending 31 December.

Period	Rolling calendar - Performance period						# of months in period
Year 1	2013*					=	less than 12 months
Year 2	2014	+	2013*			=	More than 12 months but less than 24 months
Year 3	2015	+	2014	+	2013*	=	More than 24 months but less than 36 months
Year 4	2016	+	2015	+	2014	=	36 months
Year 5	2017	+	2016	+	2015	=	36 months

\* The share class was launched in June 2013, so it is not a full calendar year.

#### **15.6 Capping of Investment Management and Performance Fees**

The total combined Management and Performance Fees within any fiscal period should not exceed 1.35%, and is thereby capped.

The amount of the Performance Fee will be calculated by the Administrative Agent.

## VI. Emerging Markets Local Debt

1. **Name of the Sub-Fund**: Emerging Markets Local Debt

2. **Main definitions**

**Benchmark** JP Morgan GBI-EM Global Diversified EUR unhedged.

**Cut-Off Time** *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Redemption Day** Any Valuation Day.

**Subscription Day** Any Valuation Day.

**Valuation Day** The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

This Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund employs a relative Value at Risk approach to calculate global exposure.

Reference portfolio for calculating relative Value at Risk:

100% JP Morgan GBI-EM Global Diversified EUR unhedged

The expected level of leverage of this Sub-Fund is around 250% (gross commitment). This figure is computed as the sum notional of the financial derivative instruments (FDI), whereby large parts of these FDI are used for hedging purposes. Depending on market conditions, higher leverage levels may be used to increase the hedging component of the Sub-Fund and/or generate a higher market exposure.

5. **Investment Objectives and Policies**

The investment objective of the Sub-Fund is to create long term returns by investing in fixed income and currency instruments utilizing a diversified selection of strategies within emerging markets.

The Sub-Fund invests at least 80% of its net assets in local currency denominated fixed income and

currency instruments issued by emerging markets governments, sovereigns, supra-nationals, quasi-sovereign agencies and/or multilaterals.

To achieve its investment objective, the Sub-Fund will invest in a range of primarily traditional transferable securities denominated in emerging markets domestic currencies and derivative financial instruments.

Derivative financial instruments include currency forwards, non-deliverable forwards, currency options and interest rate swaps. Derivative instruments are mainly utilized for hedging purposes and/or on an ancillary basis for investment purposes, efficient portfolio management and/or to manage foreign exchange risks.

The Sub-Fund may purchase securities of various maturities but expects to maintain an average portfolio duration that normally varies within two years (plus or minus) of the duration of the benchmark.

The Investment Manager uses various counterparties to execute the ongoing investment transactions, and so as to ensure the best possible execution for each trade.

The Sub-Fund will not invest in asset backed or mortgage backed securities in order to achieve its objective.

**Target Return:** To outperform the benchmark by 2% p.a. This target return is an estimate and is not guaranteed by the Sub-Fund.

#### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: changes in legislation, counterparty, credit and market, derivatives, liquidity and settlement, emerging market, currency, market crisis and governmental intervention, management and lower rated and higher yielding debt risks.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I "Risks of Investment" in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking higher returns. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

The eligibility requirements of the relevant share classes can be found in Appendix IV – Share Classes Categorization.

### Retail Classes

#### Class R Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fee	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
LU1405028983	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (JPY)	JPY	Accumulation	JPY 15,000	JPY 15,000	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.35%	N/A	Up to 5%	Up to 0.60%
NEW	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.35%	N.A.	Up to 5%	Up to 0.60%

#### Class E Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount (1)	Initial Offering Price	Placement Fee	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
NEW	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
NEW	Class E Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%
NEW	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.35%	Up to 0.90%	Up to 5%	Up to 0.60%

## Class R (CL) Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (CL) Shares (USD)	USD	Accumulation	USD 50	USD 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 1.00%	N.A.	Up to 5%	Up to 0.60%
NEW	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 1.0%	N.A.	Up to 5%	Up to 0.60%

## Professional / Institutional Classe

### Class I Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee(p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
LU1405031185	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 100	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%
NEW	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	USD 1,000	N.A.	Up to 0.85%	N.A.	Up to 5%	Up to 0.50%

## Class Y Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation	EUR 100	N.A.	Up to 5%	Up to 0.5%
NEW	Class Y Shares (USD)	USD	Accumulation	USD 100	N.A.	Up to 5%	Up to 0.5%

With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class "Y", but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

## Class Z Shares\*

*ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>1)</sup>	Subsequent investment amount	Initial Offering Price	Investment Management Fee	Performance Fee	Fixed Administration Fee
LU1405031854	Class Z Shares (EUR)	EUR	Accumulation	EUR 100,000,000	EUR 10,000	EUR 10,000	Up to 0.30%	Up to 5%	Up to 0.25%
LU1812862537	Class Z Shares (CHF)	CHF	Accumulation	CHF 50 000,000	CHF 10,000	CHF 10,000	Up to 0.30%	Up to 5%	Up to 0.25%

\* This share class is reserved to investors qualifying as pension funds or similar investment vehicles within the meaning of Article 175 (c) of the 2010 Law which have been specifically approved by the Board of Directors.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding. Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent investments at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for:

- Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in this Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 "Transfer of Shares" in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off Time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the EUR.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's USD currency exposure to the Reference Currency of the Sub-Fund. Investments in debt securities issued in emerging markets local currency and in currency instruments will not generally be hedged.

Currency hedging will be made through the use of currency forward contracts. There is no guarantee that such hedging will be effective.

In case Share Classes are offered in a Share Class currency other than the reference currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the reference currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's reference currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

#### **12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each

Valuation Day on the basis of the latest prices available on the Valuation Day.

### **13. Availability of the Net Asset Value**

The Net Asset Value per Share is available in the afternoon of the first Business Day following the Valuation Day at the registered office of the Fund or from the Administrative Agent.

### **14. Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

### **15. Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

#### **15.1 Definitions**

Performance Fee: 5% of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period.

Benchmark: JP Morgan GBI-EM Global Diversified EUR unhedged

High Water Mark: Highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized.

Performance Period: Quarterly

Calculation Period: Since the last date where a Performance Fee was crystallized or as from the Launch date if none was crystallized.

Payment: Made after receipt of an invoice from the Investment Manager.

#### **15.2 Definition of Performance Fee**

The Investment Manager is entitled to receive a quarterly Performance Fee which is calculated in relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 5% of the outperformance of each relevant Class compared to the cumulative return of the Benchmark multiplied by the average of all Net Asset Values in the Calculation

Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance Period is higher than the cumulative return of the Benchmark. The Performance Fee is due quarterly after the end of each Performance Period based on the average of all Net Asset Values within the Calculation Period as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Values of each relevant Class as of each Valuation Day of the relevant Calculation Period.

### **15.3 Cumulative return**

The cumulative return of the benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark value at the end of a Performance Period}}{\text{Benchmark value at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark and its performance higher than the cumulative return of the Benchmark, then Performance Fee is due. Whereas, if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance lower than the cumulative return of the Benchmark, then no Performance Fee is due.

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

There is no refund or clawback of previously paid Performance Fees.

### **15.4 Definition of High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period for the relevant Class. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

### **15.5 Definition of Performance Period**

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December (“Quarter Date”) in each year. However, in the case of the initial issue of Shares, the first Performance Period will commence from the Launch Date and end on the

following Quarter Date. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

In case the Net Asset Value per Share of the relevant Class at the end of a Performance Period is below the High Water Mark, no new (lower) High Water Mark is set but the prior (higher) High Water Mark stand as a reference for the following Performance Period.

Following a Performance Period in which no Performance Fee has been charged, no Performance Fee will accrue until such time as the cumulative percentage growth in the Net Asset Value per Share of the relevant Class exceeds the cumulative Benchmark return and the Net Asset Value per Share exceeds the High Water Mark.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of a Performance Period, where relevant adjusted for dividend distributions.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

### **15.7 Performance fee calculation example**

Performance Period:	01 Jan 20xx – 31 March 20xx
Calculation Period:	01 Jan 20xx – 31 March 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110

Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
High Water Mark at start of Calculation Period:	100
Outperformance:	10%-10% = 0%
Performance Fee:	0%*5%*EUR 400.000.000 = EUR 0

The performance of the Share Class does not exceed the cumulative performance of the Benchmark, thus no Performance Fee is due. High Water Mark remains at 100 as no Performance Fee was crystallised at the end of the Performance Period.

Performance Period:	01 Apr 20xx – 30 June 20xx
Calculation Period:	01 Jan 20xx – 30 June 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	100
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	5%-0% = 5%
Performance Fee:	5%*5%*EUR 400.000.000 = EUR 1.000.000

A Performance Fee is due as the Performance of the Share Price exceeds the Performance of the Benchmark in the actual Calculation Period and is above the High Water Mark.

High Water Mark is now set to 105.

Performance Period:	01 Jul 20xx – 30 Sep 20xx
Calculation Period:	01 Jul 20xx – 30 Sep 20xx

Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	90
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	0%-(10)% = 10%

No Performance Fee is due as the Share Price does not exceed the High Water Mark which remains at 105.

Performance Period:	01 Oct 20xx – 31 Dec 20xx
Calculation Period:	01 Jul 20xx – 31 Dec 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	105
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	4,76%-5% = -0,24%

No Performance Fee is due as the Performance of the Share Price does not exceed the Performance of the Benchmark in the actual Calculation Period. High Water Mark remains at 105.

Table 5: Illustration of example period

Calculation Period	Share Price at End of period	Performance Share Class	Performance Benchmark	High Watermark	Share class outperformed benchmark	Exceed High watermark	Performance fee due?	Positive outperformance from which fee is calculated
Initial offer period	100*	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
01 Jan - 31 Mar	110	10.0%	10.0%	100	No	Yes	No	0.00%
01 Jan - 30 Jun	105	5.0%	0.0%	100	Yes	Yes	Yes	5.00%
01 Jul - 30 Sep	105	0.0%	-10.0%	105	Yes	No	No	0.00%
01 Jul - 31 Dec	110	4.8%	5.0%	105	No	Yes	No	0.00%

\*This is the first/initial share price at the launch of the share class.

The amount of the Performance Fee will be calculated by the Administrative Agent.

## VII. Frontier Opportunities

1. **Name of the Sub-Fund**: Frontier Opportunities

2. **Main definitions**

**Benchmark** EMBI Global Diversified hedged to EUR

**Cut-Off Time** *For subscription or conversion:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* “Cut-Off Time” means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Initial Offering Price** The initial share price for each Share Class as detailed in “6. Main characteristics of the Shares”.

**Redemption Day** Any Valuation Day.

**Subscription Day** Any Valuation Day.

**Valuation Day** The “Valuation Day” is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund employs the commitment approach to calculate global exposure to derivative instruments.

5. **Investment Objectives and Policies**

The investment objective of the Sub-Fund is to create long term returns by investing in fixed income instruments and currencies utilizing a diversified selection of strategies within Frontier Markets. The term “Frontier Markets\* (as defined below)” includes countries that are at an earlier stage of economic, political or financial development.

The Sub-Fund invests at least 80% of its net assets in issuers located in Frontier Market countries or economically tied to Frontier Market countries. The Sub-Fund does not have specific requirements for investment yield, duration, maturity, market capitalization, or minimum credit quality rating, and may

invest without limitation in securities across the full credit spectrum.

To achieve its investment objective, the Sub-Fund will invest in a range of primarily traditional transferable securities like Hard Currency Debt Securities (typically denominated in USD and as defined below), Local Currency Debt Securities (as defined below) and derivative financial instruments.

**“Hard Currency Debt Securities”** are typically interest-bearing securities issued by governments, sovereigns, supra-nationals, quasi-sovereign agencies and/or multilaterals in a currency widely accepted around the world. Typically, the Sub-Fund invests in debt instruments that are issued in USD.

**“Local Currency Debt Securities”** are fixed income instruments issued by sovereigns, supra-nationals and/or multilaterals denominated in Frontier Markets domestic currencies.

**“Derivative financial instruments”** include currency forwards, non-deliverable forwards, currency options, interest rate swaps or credit default swaps denominated in any currency, and techniques. Derivative financial instruments are mainly utilized for hedging purposes and/or on an ancillary basis for investment purposes.

The Investment Manager uses various counterparties to execute the ongoing investment transactions, and so as to ensure the best possible execution for each trade.

The Sub-Fund will not invest in asset backed or mortgage backed securities in order to achieve its objective.

**“Frontier Markets”** are usually characterized by relatively small economies, even by emerging markets standards. Information is generally less available than in established emerging markets. However, what Frontier Markets lack in economic size, they make up for in potential. With a high projected real GDP growth over the next 5-10 years global frontier markets are expected to have a firm grip in the growth baton in many years to come. Performance drivers include untapped natural resources and economic potential, foreign direct investments, improving political and economic governance and development of local financial markets. Frontier markets are a less crowded trade with very low participation from foreign investors and inefficient valuations due to the political and economic risk perception and less mature financial markets. Fixed income instruments of frontier markets are governed by a combination of both international and local law.

**Target Return:** To outperform benchmark by 2% p.a. This target return is an estimate and is not guaranteed by the Sub-Fund.

#### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: market developments, country crisis, global financial crisis, liquidity crisis.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I “Risks of Investment” in the Prospectus.

#### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking higher returns than available in traditional emerging market debt. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

### Professional / Institutional Share Classes

#### Class Z Shares\*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>1)</sup>	Subsequent investment amount	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
LU1405032076	Class Z Shares (EUR)	EUR	Accumulation	EUR 100,000,000	EUR 10,000	EUR 10,000	<€50mn: 0.80% p.a. >€50mn to <€80mn: 0.70% p.a. >€80mn to <€125mn: 0,65% p.a. >€125mn to <€175mn: 0.625% p.a. >€175mn: 0.60% p.a.	Up to 10%	Up to 0.25%

\* This share class is reserved to investors qualifying as pension funds or similar investment vehicles within the meaning of Article 175 (c) of the 2010 Law which have been specifically approved by the Board of Directors.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding.

Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent subscriptions at its sole discretion.

The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable), as the case may be.

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for Professional or Institutional Investors: within two (2) Business Days after the Valuation Day.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating Shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in the Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 "Transfer of Shares" in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

## **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

## **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the EUR.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class. The Reference Currency of each Class is reflected in the name of such Class.

The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's USD, CHF and JPY currency exposure to the Reference Currency of the Sub-Fund. Investments in debt securities issued in emerging markets local currency and in currency instruments will not generally be hedged.

Currency hedging will be made through the use of currency forward contracts. There is no guarantee that such hedging will be effective.

In case Share Classes are offered in a Share Class currency other than the Reference Currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the Reference Currency of the Sub-Fund ("Hedged Share Class").

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's Reference Currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

## **12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

## **13. Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the

registered office of the Fund or from the Administrative Agent.

#### **14. Distribution Policy**

There will be no distribution. The Shares are accumulation Shares.

#### **15. Performance Fee**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

##### **15.1 Definitions**

Performance Fee: 10 % of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period

Benchmark: EMBI Global Diversified hedged to EUR

High Water Mark: The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period for the relevant Class. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

Performance Period: annually based on a three-year rolling period (until the Share Class reaches 3 years of existence, the first three periods will be less than 36 months)

Calculation Period: Since the last date where a Performance Fee was crystallized or as of the Launch date if none was crystallized.

Payment: Made after receipt of an invoice from the Investment Manager.

##### **15.2 Definition of Performance Fee**

The Investment Manager is entitled to receive a Performance Fee which is calculated in relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 10% of the outperformance of each relevant Class compared to the cumulative return of the Benchmark multiplied by the average of all Net Asset Values in the Performance Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance

Period is higher than the cumulative return of the Benchmark. The Performance Fee is due annually after the end of each Performance Period based on the average Net Asset Value as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Values of each relevant Class as of each Valuation day of the relevant Performance Period.

### **15.3 Cumulative return**

The Cumulative return of the Benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark value at the end of a Performance Period}}{\text{Benchmark value at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance is lower than the Cumulative return of the Benchmark, then no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

There is no refund or clawback of previously paid Performance Fees.

### **15.4 Definition of High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period for the relevant Class. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

### **15.5 Definition of Performance Period**

The Performance Period shall be based on a three-year rolling period with each year ending on 31 December (“Annual Date”). However, in the case of the initial issue of Shares, the first 3 (three) Performance Periods will commence from the Launch Date and end respectively at the Annual Date of that same year, the Annual date of the following year and the Annual Date of the second following year. In case the Net Asset Value per Share at the end of a Performance Period is below the High Water Mark, no new (lower) High Water Mark is set but the prior (higher) High Water Mark stand as a reference for the following Performance Period.

For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a Performance Period in which no Performance Fee has been charged, no Performance Fee will accrue until such time as the cumulative percentage growth in the Net Asset Value per Share of the relevant Class exceeds the cumulative Benchmark return during a Performance Period and the Net Asset Value per Share exceeds the High Water Mark.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of the Performance Period, where relevant adjusted for dividend distributions.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

### **15.7 Performance fee calculation example**

The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day and will be payable annually in arrears in respect of each Performance Period. Calculation of Performance Fee will for the first year will be based on the period from the Launch date of the Share Class to 31 December. The calculation of the Performance Fee will for the second year will be based on the period from Launch date of the Share Class to the second year ending 31 December. The calculation of the Performance Fee will for the third year will be based on the period from Launch date of the Share Class to the third year ending 31 December. The calculation of the Performance Fee will hereafter be based on the three-year rolling period for the past three years up to the Performance Period ending 31 December.

Period	Rolling calendar – Performance period						# of months in period
Year 1	2016*					=	less than 12 months
Year 2	2017	+	2016*			=	More than 12 months less than 24 months
Year 3	2018	+	2017	+	2016*		More than 24 months less than 36 months
Year 4	2019	+	2018	+	2017		36 months
Year 5	2020	+	2019	+	2019		36 months

\*In this example the share class is launched within the year, so it is not a full calendar year.

## VIII. EM Short Duration

1. **Name of the Sub-Fund**: EM Short Duration

2. **Definition**

**Benchmark** EURIBOR 3 M TR (EUR) + 200 bps.

**Cut-Off Time** *For subscription or conversion:* "Cut-Off Time" means 12 noon (Luxembourg time) on the relevant Valuation Day.

*For redemption:* "Cut-Off Time" means 12 noon (Luxembourg time) on the relevant Valuation Day.

**Initial Offering Price** The initial share price for each Share Class as detailed in "6. Main characteristics of the Shares".

**Redemption Day** Any Valuation Day.

**Subscription Day** Any Valuation Day.

**Valuation Day** The "Valuation Day" is each Business Day. The Net Asset Value per Share is effectively calculated as of the Valuation Day on the basis of the latest prices available on the Valuation Day.

3. **Term of the Sub-Fund**

The Sub-Fund has been created for an unlimited duration.

4. **Global Risk Exposure**

The Sub-Fund's global risk exposure is monitored by using the absolute Value-at-Risk ("VaR") approach with a limit of 5% for Absolute VaR.

This approach aims to estimate the maximum potential loss that the Sub-Fund could suffer within a certain time horizon (one month) and at a certain confidence level (99% confidence interval), in normal market conditions.

In addition, stress tests will be carried out in order to manage additional risks related to possible abnormal market movements at a specific point of time.

The expected level of leverage of this Sub-Fund is around 250% (gross commitment). This figure is computed as the sum of notionals of the financial derivative instruments (FDI), whereby large parts of these FDI are used for hedging purposes. Depending on market conditions, higher leverage levels may

be used to increase the hedging component of the Sub-Fund and/or generate a higher market exposure.

## **5. Investment Objectives and Policies**

The investment objective of the Sub-Fund is to achieve stable income and returns by utilizing a diversified selection of short duration investment opportunities within emerging markets debt.

Short duration bonds are bonds with a short time to maturity, typically less than five years. Short duration bonds can be a useful tool in mitigating the risks of both rising yields and market volatility. As a result of short duration bonds having less time to maturity, they are less sensitive to rising yields. For a similar reason, short duration bonds are also less affected by changes in interest rates, making them less volatile in general than longer duration instruments.

The Sub-Fund does not have specific rating requirements, and may invest without limitation in short duration investment across the full rating spectrum.

To achieve this objective the Investment Manager will mainly use a range of traditional transferable and listed debt securities issued in hard currency (typically denominated in USD) by emerging markets sovereigns, supra-nationals and/or multilaterals. For up to 15% of the portfolio, the Sub-Fund can also invest in transferable and listed emerging markets sovereign, supra-national and multilateral debt securities issued in emerging markets local currency and in currency instruments.

Derivative instruments will be used for both hedging purposes and investment purposes to take sovereign credit risk or currency risk. The Investment Manager aims to hedge a minimum of 90% of the Sub-Fund's currency exposure to the Reference Currency of the Sub-Fund.

### Main Risk Factors

Specific risks inherent with investing in the Sub-Fund are: market developments, country crisis, global financial crisis, liquidity crisis, high yield risks and emerging markets risks.

Investors are advised to carefully consider the risks of the Sub-Fund and should refer in relation thereto to Appendix I "Risks of Investment " in the Prospectus.

### Profile of Investors

The Sub-Fund is suitable for medium to long-term investors seeking high absolute returns. Given the high level of risk involved, the Sub-Fund is only suitable for investors who have experience in investing in the instruments set out above and who are able to sustain significant medium-term loss. The Sub-Fund is aimed at investors with an investment horizon of at least three (3) years.

## 6. Main characteristics of the Shares

### Retail Classes

#### Class R Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
New	Class R Shares (AUD)	AUD	Accumulation	AUD 100	AUD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (CAD)	CAD	Accumulation	CAD 100	CAD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (JPY)	JPY	Accumulation	15,000 JPY	JPY 15,000	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (NZD)	NZD	Accumulation	NZD 100	NZD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (SEK)	SEK	Accumulation	SEK 100	SEK 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (SGD)	SGD	Accumulation	SGD 50	SGD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R (DD) Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
New	Class R (DD) Shares (USD)	USD	Distribution	USD 50	USD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%

#### All types of Class E Shares \*

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class E Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
NEW	Class E Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
NEW	Class E Shares (SEK)	SEK	Accumulation	SEK 50	SEK 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%
NEW	Class E Shares (USD)	USD	Accumulation	USD 50	USD 100	Up to 5%	Up to 1.00%	N.A.	Up to 10%	Up to 0.60%

## All types of Class R (CL) Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount <sup>(1)</sup>	Initial Offering Price	Placement Fees	Investment Management Fee (p.a.)	Distribution Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class R (CL) Shares (CHF)	CHF	Accumulation	CHF 50	CHF 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R (CL) Shares (EUR)	EUR	Accumulation	EUR 50	EUR 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R (CL) Shares (GBP)	GBP	Accumulation	GBP 50	GBP 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R (CL) Shares (USD)	USD	Accumulation	USD 50	USD 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R (CL) DD Shares (EUR)	EUR	Distribution	EUR 50	EUR 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%
NEW	Class R (CL) DD Shares (USD)	USD	Distribution	USD 50	USD 100	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.60%

## Professional / Institutional Classes:

### Class I Shares:

ISIN Code	Share Class Name	Currency	Distribution Policy	Minimum Investment and Holding Amount (1)	Initial Offering Price	Placement Fees	Investment Management Fee	Distribution Fee	Performance Fee	Fixed Administration Fee
NEW	Class I Shares (AUD)	AUD	Accumulation	AUD 2,000,000	AUD 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (CAD)	CAD	Accumulation	CAD 2,000,000	CAD 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (EUR)	EUR	Accumulation	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (JPY)	JPY	Accumulation	JPY 150,000,000	JPY 150,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (NZD)	NZD	Accumulation	NZD 2,000,000	NZD 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I Shares (USD)	USD	Accumulation	USD 1,000,000	USD 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I (DD) Shares (EUR)	EUR	Distribution	EUR 1,000,000	EUR 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%
NEW	Class I (DD) Shares (USD)	USD	Distribution	USD 1,000,000	USD 1,000	N.A.	Up to 0.50%	N.A.	Up to 10%	Up to 0.50%

## Class Y Shares

ISIN Code	Share Class Name	Currency	Distribution Policy	Initial Offering Price	Investment Management Fee (p.a.)	Performance Fee (p.a.)	Fixed Administration Fee
NEW	Class Y Shares (EUR)	EUR	Accumulation/	EUR 100	N.A.	Up to 10%	Up to 0.5%
NEW	Class Y Shares (USD)	USD	Accumulation/	USD 100	N.A.	Up to 10%	Up to 0.5%

With the exception of Annual Fixed Administration Fee, all other related charges/fees are not borne by the respective Class "Y", but paid by the institutional investor directly to the Management Company.

The Y Shares are available to investors who have entered into a specific agreement with the Investment Manager or to investors subscribing via a financial intermediary selected by the Management Company; provided that such investors qualify as institutional investors within the meaning of article 174 of the 2010 Law.

1). A redemption request which would reduce the value at such time of any holding to below the minimum holding amount may be treated as a request to redeem the whole of such shareholding. Further information on the abovementioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

Further information on the above-mentioned fees is set out in section "Management and Fund Charges" in the main part of the Prospectus.

The Board of Directors may waive the minimum amounts for the initial and subsequent subscriptions at its sole discretion.

As the case may be, the Launch Date of the respective Share Class may be determined by the Board of Directors subsequent to the date of this Prospectus. The Launch Date of a Share Class which has been activated is stated in the respective KIID.

## **7. Subscriptions**

Within this Sub-Fund, Shares are available for subscription at a price corresponding to the Adjusted Net Asset Value per Share as of the relevant Valuation Day, i.e. the Net Asset Value after adjustment for any applicable Placement Fee (if applicable).

In order to ensure that subscription applications are processed as of any Valuation Day, the Subscription Application Forms, together with the necessary identification documents must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The Subscription Price, payable in the Reference Currency of the relevant Class, must be paid by the investor and received by the Registrar and Transfer Agent for:

- Professional / Institutional Investors: within two (2) Business Days after the Valuation Day; and
- Retail Investors: in cleared funds before the Cut-Off Time.

The Shares will be allotted at a price corresponding to the Subscription Price per Share as of the applicable Valuation Day. The aforesaid periods for the payment of the subscription amounts may be waived at the discretion of the Board of Directors. The Board of Directors in exercising its discretion will take due consideration of treating shareholders fairly and equally and will take all necessary steps to avoid Market Timing / Late Trading. The Shares will be issued in registered form.

## **8. Redemption**

All Shares are redeemable at the option of the Shareholders on each Valuation Day. Redemption Forms must be received by the Registrar and Transfer Agent before the Cut-Off Time.

The redemption proceeds will be paid out within two (2) Business Days following the Valuation Day on which Shares are redeemed.

Subject to the Articles, the Redemption Price will be denominated in the applicable currency.

## **9. Transfer**

Shareholders may transfer their Shares subject to the conditions set out under the section 1.9 "Transfer of Shares" in this Prospectus.

In order to ensure that Transfer Requests are processed as of any Valuation Day, the Transfer Requests, together with the necessary documents as indicated under section 1.9 “Transfer of Shares” in the Prospectus, must be received by the Registrar and Transfer Agent together with the necessary original identification documents before the Cut-Off time on the relevant Valuation Day.

#### **10. Conversion**

If Shareholders meet applicable minimum investment requirements as well as any other conditions imposed on the relevant Class, Shareholders may request to convert their Shares in one Class of the Sub-Fund into Shares of another Class of the Sub-Fund or a Class of another Sub-Fund. The Board of Directors, at its absolute discretion, reserves the right to reject any request for a conversion of Shares in whole or in part. Applications for conversions must be received by the Registrar and Transfer Agent before the Cut-Off Time. Applications received after that time will be processed on the next Valuation Day.

#### **11. Reference Currency / Currency Hedging**

The Reference Currency of the Sub-Fund is the USD.

The Net Asset Value per Share of each Class will be calculated in the Reference Currency of that Class.

The Reference Currency of each Class is reflected in the name of such Class.

The investments in hard currency denominated debt issued in currencies such as EUR, CHF and JPY of the Sub-Fund will generally be hedged into the Reference Currency of the Sub-Fund. Currency hedging will be made through the use of various techniques including the entering into forward currency contracts, currency options and futures. The relevant currency hedging is intended to reduce a Shareholder's exposure to the respective currencies in which the Sub-Fund's investments are denominated. In this regard, it is anticipated that currency risks will be hedged to a large extent although there is no guarantee that such hedging will be effective. From time to time the Investment Manager may not fully hedge the currency exposure, if this can be expected to be in the interest of the Shareholders.

In case Share Classes are offered in a Share Class currency other than the Reference Currency of the Sub-Fund (and referred to in the Share Class name), the currency risk of that Share Class currency will be hedged against the Reference Currency of the Sub-Fund (“Hedged Share Class”).

While the Hedged Share Classes do attempt to limit the investor's exposure to any change in the exchange rate of the currency of the Hedged Share Class to the Sub-Fund's Reference Currency, it is not possible to hedge fully or perfectly against market fluctuations affecting the value of securities and there is no assurance or guarantee that such hedging will be effective.

Any costs incurred relating to the above-mentioned hedging will be borne by the Sub-Fund.

## **12. Frequency of the Net Asset Value calculation and Valuation Day**

The Net Asset Value per Share of the Sub-Fund is determined and effectively calculated as of each Valuation Day on the basis of the latest prices available on the Valuation Day.

## **13. Availability of the Net Asset Value**

The Net Asset Value per Share is available generally in the evening of each Valuation Day at the registered office of the Fund or from the Administrative Agent.

## **14. Distribution Policy**

Dividends may only be declared in respect of the Distribution Classes.

## **15. Performance Fee**

**Effective from 2 January 2019: the Performance Period will be changed from quarterly to yearly.**

A Performance Fee may also become payable to the Investment Manager, in addition to the Investment Management Fee. The Performance Fee will be calculated for each Class separately.

### **15.1 Definitions**

Performance Fee: 10% of the outperformance multiplied by the average of all Net Asset Values in the Calculation Period.

Benchmark: EURIBOR 3 M TR (EUR) + 200 bps.

High Water Mark: Highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallized for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallized.

Performance Period: Quarterly.

Calculation Period: Since the last date where a Performance Fee was crystallized or as from the Launch date if none was crystallized.

Payment: Made after receipt of an invoice from the Investment Manager.

### **15.2 Definition of Performance Fee**

The Investment Manager is entitled to receive a quarterly Performance Fee which is calculated in relation to the Net Asset Value per Share Class of a Sub-Fund which has a Benchmark. The Performance Fee becomes due in the event the performance of the Net Asset Value per Share at the end of the Performance Period exceeds the cumulative Benchmark return and the High Water Mark.

The Performance Fee amounts to 10% of the outperformance of each relevant Class compared to the Benchmark multiplied by the average of all Net Asset Values in the Calculation Period, however, subject to the High Water Mark constraints. An outperformance exists if the performance of the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the cumulative return of the Benchmark. The Performance Fee is calculated quarterly after the end of each Performance Period based on the average of all Net Asset Values within the Calculation Period as determined by the Administrative Agent. The average Net Asset Value will be calculated by averaging the Net Asset Value per Share of each relevant Class as of each Valuation Day of the relevant Calculation Period.

### **15.3 Cumulative return**

The cumulative return of the benchmark is calculated as follows:

$$\text{Formula} = \frac{\text{Benchmark price at the end of a Performance Period}}{\text{Benchmark price at start of Calculation Period}} - 1 \text{ (as percentage)}$$

If the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is higher than the High Water Mark and its performance higher than the cumulative return of the Benchmark, then Performance Fee is due. Whereas, if the Net Asset Value per Share of each relevant Class at the end of a Performance Period, after deducting all the liabilities but before deducting performance fees, is lower than the High Water Mark or its performance lower than the cumulative return of the Benchmark, then no Performance Fee is due. The Performance Fee will accrue and be taken into account in the calculation of the Net Asset Value per Share at each Valuation Day. The amount accrued at each Valuation Day will be determined by calculating the Performance Fee that would be payable if the Valuation Day was the last day of the current Performance Period.

In case the Benchmark is defined as a combination of multiple benchmarks (“Composite Benchmark”) then the Benchmark return is derived from multiplying the combined, weighted daily returns from the start of the calculation period to the end of the calculation period.

The procedure is explained in detail:

Weighted Daily Return is the return of each individual Benchmark against the value from the last day times the weighing factor and added over all benchmarks. Those daily performances are multiplied over all days to get the composite Benchmark Performance.

Following a period of negative excess return whereby the Performance Fee accrual has been reduced to zero, no new Performance Fee may be accrued until such time as the cumulative return of a Class of Shares since launch or since the last Performance Fee has been crystallized exceeds the cumulative Benchmark return and the High Water Mark.

There is no refund or clawback of previously paid Performance Fees.

#### **15.4 High Water Mark**

The High Water Mark shall be the highest Net Asset Value per Share at the end of any previous Performance Period where a Performance Fee has been crystallised for the relevant Class or the Initial Offering Price if there has not been a former Performance Fee crystallised. The “High Water Mark” means that any Performance Fees paid are to be retained despite net trading losses which might occur in subsequent periods but no further Performance Fees will be payable during the period until the Class recoups the trading losses and achieves additional trading gains.

#### **15.5 Definition of Performance Period**

The Performance Period shall run quarterly with each Performance Period ending on 31 March, 30 June, 30 September and 31 December (“**Quarter Date**”) in each year. However, in the case of the initial issue of Shares, the first Performance Period will commence on the Business Day immediately following the Launch Date and end on the following Quarter Date. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the Initial Offering Price.

Following a period of negative excess return whereby the Performance Fee accrual has been reduced to zero, no new Performance Fee may be accrued until such time as the cumulative return of a Class of Shares since launch or since the last Performance Fee has been crystallized exceeds the cumulative Benchmark return.

In the event of a liquidation or termination of the Investment Manager, the accrued performance will be crystallized.

#### **15.6 Performance calculation**

The performance of the Net Asset Value per Share is the percentage change between the Net Asset Value per Share at the beginning of the Calculation Period and the Net Asset Value per Share at the end of a Performance Period.

The calculation of performance is based on the Net Asset Value per Share determined on each Valuation Day. For this purpose,

- assets (as for example shares, interest-bearing securities, real estate, bank deposit, daily allowance) and earnings (for example interest, dividends, rents) are added and
- costs (as for example Investment Management Fees, printing costs for annual report/half-year reports as well as for auditing, performance fees) of assets as well as possible loans taken out and further liabilities are subtracted.

$$\text{Formula} = \frac{\text{NAV per share at the end of a Performance Period}}{\text{NAV per share at start of Calculation Period}} - 1 \text{ (as percentage)}$$

### 15.7 Performance fee calculation example

Performance Period:	01 Jan 201xx – 31 March 20xx
Calculation Period:	01 Jan 20xx – 31 March 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	110
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
High Water Mark at start of Calculation Period:	100
Outperformance:	10%-10% = 0%
Performance Fee:	0%*10%*EUR 400.000.000 = EUR 0

The performance of the Share Class does not exceed the cumulative performance of the Benchmark, thus no Performance Fee is due. High Water Mark remains at 100 as no Performance Fee was crystallized at the end of the Performance Period.

Performance Period:	01 Apr 20xx – 30 June 20xx
Calculation Period:	01 Jan 20xx – 30 June 20xx
Share Price at start of Calculation Period:	100
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	100

Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	5%-0% = 5%
Performance Fee:	5%*10%*EUR 400.000.000 = EUR 2.000.000

A Performance Fee is due as the Performance of the Share Price exceeds the Performance of the Benchmark in the actual Calculation Period and is above the High Water Mark.

High Water Mark is now set to 105.

Performance Period:	01 Jul 20xx – 30 Sep 20xx
Calculation Period:	01 Jul 201xx – 30 Sep 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	105
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	90
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000
Outperformance:	0%-(10)% = 10%

No Performance Fee is due as the Share Price does not exceed the High Water Mark which remains at 105.

Performance Period:	01 Oct 20xx – 31 Dec 20xx
Calculation Period:	01 Jul 20xx – 31 Dec 20xx
Share Price at start of Calculation Period:	105
Share price at end of Calculation Period:	110
Benchmark Value at start of Calculation Period:	100
Benchmark Value at end of Calculation Period:	105
Average of all Net Asset Values in the Calculation Period:	EUR 400.000.000

Outperformance:

4,76%-5% = -0,24%

No Performance Fee is due as the Performance of the Share Price does not exceed the Performance of the Benchmark in the actual Calculation Period. High Water Mark remains at 105.

Table 1: Illustration of example period

Calculation Period	Share Price at End of period	Performance Share Class	Performance Benchmark	High Watermark	Share class outperformed benchmark	Exceed High watermark	Performance fee due?	Positive outperformance from which fee is calculated
Initial offer period	100*	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.
01 Jan - 31 Mar	110	10.0%	10.0%	100	No	Yes	No	0.00%
01 Jan – 30 Jun	105	5.0%	0.0%	100	Yes	Yes	Yes	5.00%
01 Jul – 30 Sep	105	0.0%	-10.0%	105	Yes	No	No	0.00%
01 Jul – 31 Dec	110	4.8%	5.0%	105	No	Yes	No	0.00%

\*This is the first/initial share price at the launch of the share class.

## **Appendix IV – Share Classes Categorization**

The information contained in this Appendix should be read in conjunction with the full text of the Prospectus of which this forms an integral part.

Pursuant to MIFID II provisions, the Fund has categorized the Investors as follows:

SHARE CLASS	TARGET INVESTORS	ELIGIBILITY
CLASS R (CL) SHARES	Available only to Retail Investors subscribing through financial intermediaries which under regulatory requirements or individual fee arrangements with their clients are not allowed to accept and retain any inducements and other than minor non-monetary benefits.	Available only through financial intermediaries authorised by the Management Company
CLASS R (CL) DD SHARES	Available only to Retail Investors subscribing through financial intermediaries which under regulatory requirements or individual fee arrangements with their clients are not allowed to accept and retain any inducements and other than minor non-monetary benefits.	Available only through financial intermediaries authorised by the Management Company
CLASS R SHARES	Available to Retail Investors, Professional or Institutional Investors and financial intermediaries appointed by the Management Company that have separate agreements with different types of underlying investors. These Professional or Institutional Investors and financial intermediaries may charge own additional fees.	Available to all investors
CLASS R DD SHARES	Available to Retail Investors, Professional or Institutional Investors and financial intermediaries appointed by the Management Company that have separate agreements with different types of underlying investors. These Professional or Institutional Investors and financial intermediaries may charge own additional fees.	Available to all investors
CLASS E SHARES	Available to Retail Investors, Professional or Institutional Investors and financial intermediaries appointed by the Management Company that have separate agreements with different types of underlying investors. These Professional Investors and financial intermediaries may charge own additional fees.	Available to all investors in certain countries through Distributors authorised by the Management Company
CLASS I SHARES	Available only to Professional or Institutional Investors and financial intermediaries acting on behalf of Professional Investors. Investors have to qualify as Institutional Investors within the meaning of article 174 (2) c) of the 2010 Law.	Available to Professional or Institutional Investors
CLASS I (DD) SHARES	Available only to Professional or Institutional Investors and financial intermediaries acting on behalf of Professional Investors. Investors have to qualify as Institutional Investors within the meaning of article 174 (2) c) of the 2010 Law.	Available to Professional or Institutional Investors
CLASS Y	Available only to Professional or Institutional Investors and financial intermediaries appointed by the Management Company that have a specific agreement with the investment manager. These institutional investor will directly pay the management company for expenses and charges not borne by the share class.	Available only to institutional investors or financial intermediaries

	Investors have to qualify as Institutional Investors within the meaning of article 174 (2) c) of the 2010 Law.	authorised by the Management Company
CLASS Z SHARES	Available only to Professional or Institutional Investors which qualify as pension funds or similar investment vehicles within the meaning of article 175 c) of the 2010 Law.	Available to certain Professional or Institutional Investors authorised by the Management Company.
CLASS L SHARES	Available only to Professional, Institutional Investors and/or financial intermediaries acting on behalf of Professional Investors that have a separate agreement in place with the Management Company. Investors have to qualify as Institutional Investors within the meaning of article 174 (2) c) of the 2010 Law.	Available to Professional or Institutional Investors (directly or through financial intermediaries) authorised by the Management Company.
CLASS L (DD) SHARES	Available only to Professional, Institutional Investors and/or financial intermediaries acting on behalf of Professional Investors that have a separate agreement in place with the Management Company. Investors have to qualify as Institutional Investors within the meaning of article 174 (2) c) of the 2010 Law.	Available to Professional or Institutional Investors (directly or through financial intermediaries) authorised by the Management Company.