VISA 2017/106857-6487-0-PC
L'apposition du visa ne peut en aucun cas servir
d'argument de publicité
Luxembourg, le 2017-03-10
Commission de Surveillance du Secteur Financier



ANDBANK FUNDS FCP

A LUXEMBOURG COMMON INVESTMENT FUND
(*FONDS COMMUN DE PLACEMENT*)

PROSPECTUS
AND
MANAGEMENT REGULATIONS

March 2017

TABLE OF CONTENTS

PROSPECTUS 7

IMPORTANT NOTICE 7
SPECIAL RISK CONSIDERATIONS 11
1) Emerging Markets risks 11
2) Foreign exchange/currency risk 12
3) Investment in currencies 12
4) Market risk 12
5) Structured products 12
6) Special risks of hedging and income enhancement strategies 13
7) Special risk considerations for investors in the Equity Sub-Funds, investing primarily in equities and equity-linked instruments 14
8) Depository Receipts 14
9) Investments in specific countries, sectors, regions or markets 15
10) Investment in units of UCIs or UCITS 15
11) Reinvestment of collateral received in connection with securities lending and repurchase transactions 15
12) Global risk exposure 15
MANAGEMENT AND ADMINISTRATION 17
LIST OF SUB-FUNDS 20
STRUCTURE OF THE FUND 21
INVESTMENT STRATEGY, POLICIES AND OBJECTIVES 24
Investment Strategy 24
Investment Policies 24
Objectives of the Sub-Funds 25
UNITS 25
PROCEDURES FOR SUBSCRIPTION, CONVERSION AND REDEMPTION 25
Dealing Price 25
Dealing Time 26
Dilution Levy 27
Subscription 27
How to pay 28
Conversion 28
Redemption 28
DISTRIBUTION POLICY 29
CHARGES AND EXPENSES 29
1) Dealing charges 29
2) Additional charges 30
DEPOSITARY AND PAYING AGENT 31
ADMINISTRATOR 35
DISTRIBUTOR 35
REGISTRAR AND TRANSFER AGENT 36
LISTING 36
SPECIAL CONSIDERATIONS 36
General Legal Considerations 36
Luxembourg Tax Considerations 36
Information for the Unitholders 38

Data Protection *40*
APPENDIX I: SUB-FUNDS 41
A) ANDBANK FUNDS FCP – Andbank Short Term *41*
B) ANDBANK FUNDS FCP – Medicompte Euro Short Term *44*
C) ANDBANK FUNDS FCP – Andbank Balanced *47*
D) ANDBANK FUNDS FCP – BrightGate Global Income Fund *50*
E) ANDBANK FUNDS FCP – Andbank Flexible Allocation *53*
F) ANDBANK FUNDS FCP – Andbank European Equities *57*
G) ANDBANK FUNDS FCP – Andbank Credit *60*
H) ANDBANK FUNDS FCP – Andbank Latin American *63*
I) ANDBANK FUNDS FCP – Andbank Iberian Equities *67*
J) ANDBANK FUNDS FCP – Andbank US Equities *70*
K) ANDBANK FUNDS FCP – Andbank Emerging Markets Equities *73*
L) ANDBANK FUNDS FCP – Andbank Alternative Selection *76*
APPENDIX II: MANAGEMENT FEE, PERFORMANCE FEE AND 79
DISTRIBUTION FEE 79
1) THE FUND 92
2) THE MANAGEMENT COMPANY 92
3) INVESTMENT OBJECTIVES AND POLICIES 93
4) SUB-FUNDS AND CLASSES OF UNITS 93
5) THE UNITS 94
5.1. The Unitholders *94*
5.2. Base Currency *94*
5.3. Form, Ownership and Transfer of Units *94*
5.4. Exercise of Unitholders' rights *95*
5.5. Restrictions on Subscription and Ownership *95*
6) ISSUE AND REDEMPTION OF UNITS 96
6.1. Issue of Units *96*
6.2. Redemption of Units *98*
7) CONVERSION 99
8) CHARGES OF THE FUND 100
9) ACCOUNTING YEAR; AUDIT 102
10) PUBLICATIONS 102
11) THE DEPOSITARY 103
12) THE ADMINISTRATOR 104
13) THE REGISTRAR AND TRANSFER AGENT 104
14) THE DISTRIBUTOR 104
15) INVESTMENT RESTRICTIONS, TECHNIQUES AND INSTRUMENTS 105
15.1. Investment Restrictions *105*
15.2. Special Investment and Hedging Techniques and Instruments *113*
16) DETERMINATION OF THE NET ASSET VALUE PER UNIT 120
16.1. Frequency of Calculation *120*
16.2. Calculation *121*
16.3. Suspension of Calculation *121*
16.4. Valuation of the Assets *122*
17) INCOME ALLOCATION POLICIES 125
18) AMENDMENTS TO THE MANAGEMENT REGULATIONS 126

19) DURATION AND LIQUIDATION OF THE FUND OR OF ANY SUB-FUND OR CLASS OF UNITS 126
20) MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER UCI.....127
21) APPLICABLE LAW; JURISDICTION; LANGUAGE.....128

“Controlling Person”	the natural persons who exercise control over an entity. In the case of a trust, the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations.
"EU"	European Union.
"Group of Companies"	companies which are included in the same group for the purposes of consolidated accounts, in accordance with Council Directive 83/349/EEC of 13 June 1983 on consolidated accounts or in accordance with recognized international accounting rules.
"Law of 17 December 2010"	the Luxembourg law of 17 December 2010 concerning undertakings for collective investment, as may be amended from time to time.
"Member State"	a Member State of the EU.
"Money Market Instruments"	instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.
"Other Regulated Market"	market which is regulated, operates regularly and is recognized and open to the public, namely a market (i) that meets the following cumulative criteria: liquidity; multilateral order matching (general matching of bid and ask prices in order to establish a single price); transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed on current conditions); (ii) on which the securities are dealt in at a certain fixed frequency; (iii) which is recognized by a State or by a public authority which has been delegated by that State or by another entity which is recognized by that State or by that public authority such as a professional association and (iv) on which the securities dealt are accessible to the public.
"Other State"	any State of Europe which is not a Member State, any State of America, Africa, Asia, Australia and Oceania.
"Regulated Market"	a regulated market as defined in item 14 of Article 4 of the Parliament and Council Directive 2004/39/EC of 21 April 2004 on markets in financial instruments as amended

	("Directive 2004/39/EC") namely a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III of Directive 2004/39/EC. An updated list of Regulated Markets is available at: http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2008:057:0021:0027:EN:PDF
"Regulatory Authority"	the Luxembourg authority or its successor in charge of the supervision of the UCIs in the Grand Duchy of Luxembourg.
″Savings Directive″	Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments.
"Transferable Securities"	- shares and other securities equivalent to shares in companies; - bonds and other forms of securitised debt instruments; - 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.
″UCI″	undertaking for collective investment.
″UCITS″	undertaking for collective investment in transferable securities and/or other permitted financial assets governed by the UCITS Directive.
"UCITS Directive"	Council Directive 2009/65/EC, as may be amended from time to time.
"U.S.A., U.S. or United States of America"	the United States of America.

PROSPECTUS

IMPORTANT NOTICE

This prospectus (the "Prospectus") contains information about ANDBANK FUNDS FCP (the "Fund") that a prospective investor should consider before investing in the Fund and should be retained for future reference.

Neither delivery of the Prospectus nor anything stated herein should be taken to imply that any information contained herein is correct as of any time subsequent to the date hereof. The Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any units of the Fund (the "Units") in any jurisdiction in which such offer, solicitation or sale would be unlawful or to any person to whom it is unlawful to make such offer in such jurisdiction.

The Units represent undivided interests solely in the assets of the Fund. They do not represent interests in or obligations of, and are not guaranteed by any government, the Depositary, the Management Company (as defined hereinafter) or any other person or entity.

INVESTING IN THE FUND INVOLVES RISK INCLUDING THE POSSIBLE LOSS OF CAPITAL

No distributor, agent, salesman or other person has been authorised to give any information or to make any representation other than those contained in the Prospectus and in the documents referred to herein in connection with the offer contained herein, and, if given or made, such information or representation must not be relied upon as having been authorised.

The distribution of the Prospectus and/or the offer and sale of the Units in certain jurisdictions or to certain investors, may be restricted or prohibited by law.

The Units have not been registered under the United States Securities Act of 1933, as amended (the "1933 Act"); they may therefore not be publicly offered, sold, transferred or delivered, directly or indirectly, in the USA, or in any of its territories subject to its jurisdiction or to or for the benefit of a US Person as such expression is defined by Article 5.5 of the Management Regulations and hereinafter. The Units are not being offered in the USA, and may be so offered only pursuant to an exemption from registration under the 1933 Act and with the consent of the Management Company, and have not been registered with the Securities and Exchange Commission or any state securities commission nor has the Fund been registered under the Investment Company Act of 1940, as amended (the "1940 Act"). No transfer or sale of the Units shall be made unless, among other things, such transfer or sale is exempt from the registration requirement of the 1933 Act and any applicable state securities laws or is made pursuant to an effective registration statement under the 1933 Act and such state securities laws and would not result in the Fund becoming subject to registration or regulation under the 1940 Act. Units may furthermore not be sold or held either directly or indirectly by nor to the benefit of, among others, a citizen or resident of the USA, a partnership organized or existing in any state, territory or possession of the USA or other areas subject to its jurisdiction, an estate or trust the income of which is subject to United States federal income tax regardless of its source, or any corporation or other entity organized under the laws of or existing in the USA or any state, territory or possession thereof or other areas subject to its jurisdiction (a "US Person"). The sale and transfer of

Units to US Persons is restricted and the Fund may redeem Units held by a US Person or refuse to register any transfer to a US Person as it deems appropriate to assure compliance with the 1933 Act and furthermore with the Foreign Account Tax Compliance Act ("FATCA"). For the purpose of compliance with FATCA, the restriction on investors is to be understood as a restriction on (i) specified US Persons, (ii) Non-participating Foreign Financial Institutions, (iii) Passive Non-Financial Foreign Entities with one or more substantial US owners (collectively the "ineligible investors"). All purchasers must certify that the beneficial owner of such Units is not a US Person respectively an ineligible investor and is purchasing such Units for its own account, for investment purposes only and not with a view towards resale thereof.

The Prospectus may not be delivered to "US Persons", ineligible investors or to any person who may not legally be able to receive it or in respect of whom a sales solicitation is unlawful (collectively the "unauthorised persons").

The Management Company will demand the immediate refunding of the Units bought or held by an unauthorised person, including by investors who would have become unauthorised persons after the acquisition of the Units.

Unitholders shall notify the Fund and/or the Registrar and Transfer Agent i) if they become unauthorised persons or ii) if they hold Units in the Fund in breach of the applicable laws and regulations, the Prospectus or the Management Regulations, or iii) in any circumstances which may affect the taxation of and/or have legal and/or regulatory consequences for the Fund or the Unitholders or which may otherwise have a negative impact on the Fund or the other Unitholders.

The Management Company, in its sole discretion and in accordance with the applicable provisions of the Prospectus, the Management Regulations as may be amended from time to time and any applicable legal provision, may refuse to register any transfer in the register of Unitholders or compulsorily redeem any Units acquired in contravention of the provisions of the Prospectus, the Management Regulations hereto attached or any applicable law.

Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries of their residence and domicile for the acquisition, holding or disposal of Units and any foreign exchange restrictions that may be relevant to them.

The board of directors of the Management Company (the "Board of Directors") has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no material facts the omission of which would make misleading any statement herein, whether of fact or opinion. The Board of Directors accepts responsibility accordingly.

The Fund is registered pursuant to Part I of the Law of 17 December 2010. However, such registration does not require any Luxembourg authority to approve or disapprove either the adequacy or accuracy of the Prospectus. Any representations to the contrary are unauthorised and unlawful.

The Fund is a UCITS for the purposes of the UCITS Directive and the Board of Directors proposes to market the Units in accordance with the UCITS Directive in certain Member States.

Pursuant to the laws and regulations of Luxembourg with respect to money laundering and in particular pursuant to the law of 12 November 2004 against money laundering and financing of terrorism as amended, as well as all the relevant IML/CSSF Circulars as they may be amended or revised from time to time, obligations have been imposed on financial sector individuals to prevent the use of UCITS for money laundering purposes. Within this context, a procedure for the identification of subscribers has been imposed. That is, the application form of a subscriber must be accompanied in the case of individuals, by a copy of the passport or identification card and/or in the case of legal entities, a copy of the statutes and an extract from the commercial register (any such copy must be certified to be a true copy by one of the following authorities: embassy, consulate, notary, local police or other authorities determined on a case by case basis by the Management Company). Such identification procedure may be waived by the Management Company in the following circumstances:

a) *in the case of a subscription through a professional of the financial sector resident in a country which imposes an identification obligation equivalent to that required by Luxembourg law for the prevention of money laundering;*

b) *in the case of a subscription through a professional of the financial sector whose parent is subject to an identification obligation equivalent to that required by Luxembourg law and where the law applicable to the parent - or a statutory or professional obligation pursuant to a group policy - impose an equivalent obligation on its subsidiaries or branches.*

It is generally accepted that financial professionals resident in a country which has ratified the conclusions of the financial action task force (FATF) are deemed to have an identification requirement identical to that required by Luxembourg law.

Enquiries or Complaints

Any investor enquiries or complaints should be submitted to the Management Company at the following address: compliance@aaml.lu and any response will be made in writing. The complaints handling policy established by the Management Company may be requested, free of charge, by contacting the Management Company at the email address compliance@aaml.lu or through the following website: www.andbank.lu.

The Prospectus and any supplements thereto may also be translated into other languages. Any such translation shall only contain the same information and have the same meaning as the English language Prospectus and supplements. To the extent that there is any inconsistency between the English language Prospectus/supplements and the prospectus/supplements in another language, the English language Prospectus/supplements will prevail, except to the extent (but only to the extent) required by law of any jurisdiction where the Units are sold, that in an action based upon disclosure in a prospectus in a language other than English, the language of the prospectus/supplement on which such action is based shall prevail.

Units of the various Sub-Funds must be subscribed solely on the basis of the information contained in the Prospectus and the relevant Key Investor Information Document ("KIID"). The KIID is a pre-contractual document that contains key information for investors. It includes appropriate information about the essential characteristics of each Class of a particular Sub-Fund.

If you are considering subscribing for Units, you should first read the relevant KIID carefully together with the Prospectus and more particularly its Appendix I which includes in particular information on the various Sub-Funds' investment policies, and you should also consult the Fund's latest published annual and semi-annual reports, copies of which are available from the following website: www.andbank.lu; from local agents, if any, or from the entities marketing the Units, and may be obtained upon request, free of charge, at the Fund's registered office.

SPECIAL RISK CONSIDERATIONS

Investment in certain securities involves a greater degree of risk than is usually associated with investment in the securities of other major securities markets. Potential investors should consider the following risks (not exhaustive) before investing in any of the sub-funds (the "Sub-Funds").

1) Emerging Markets risks

In certain countries, there is the possibility of expropriation of assets, confiscatory taxation, political or social instability or diplomatic developments which could affect investment in those countries. There may be less publicly available information about certain financial instruments than some investors would find customary and entities in some countries may not be subject to accounting, auditing and financial reporting standards and requirements comparable to those to which certain investors may be accustomed. Certain financial markets, while generally growing in volume, have for the most part, substantially less volume than more developed markets, and securities of many companies are less liquid and their prices more volatile than securities of comparable companies in more sizeable markets. There are also varying levels of government supervision and regulation of exchanges, financial institutions and issuers in various countries. In addition, the manner in which foreign investors may invest in securities in certain countries, as well as limitations on such investments, may affect the investment operations of the Sub-Funds.

Emerging country debt will be subject to high risk and will not be required to meet a minimum rating standard and may not be rated for creditworthiness by any internationally recognised credit rating organisation. The issuer or governmental authority that controls the repayment of an emerging country's debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. As a result of the foregoing, a government obligor may default on its obligations. If such an event occurs, the Fund may have limited legal recourse against the issuer and/or guarantor. Remedies must, in some cases, be pursued in the courts of the defaulting party itself, and the ability of the holder of foreign government debt securities to obtain recourse may be subject to the political climate in the relevant country. In addition, no assurance can be given that the holders of commercial debt will not contest payments to the holders of other foreign government debt obligations in the event of default under their commercial bank loan agreements.

Settlement systems in emerging markets may be less well organised than in developed 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. 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 (the "Counterparty") through whom the relevant transaction is effected might result in a loss being suffered by the 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.

There may also be a danger that, because of uncertainties in the operation of settlement systems in individual markets, competing claims may arise in respect of securities held by or to be transferred to the Sub-Funds. Furthermore, compensation schemes may be non-existent or limited or inadequate to meet the Fund's claims in any of these events.

In some Eastern European countries there are uncertainties with regard to the ownership of properties. As a result, investing in Transferable Securities issued by companies holding ownership of such Eastern European properties may be subject to increased risk.

2) Foreign exchange/currency risk

Although Units within the relevant Sub-Funds are denominated in a designated base currency, the assets related to a Class of Units of the relevant Sub-Fund may be invested in securities denominated in other currencies.

The net asset value (the "Net Asset Value") of the Sub-Fund as expressed in Euro will fluctuate in accordance with the changes in the foreign exchange rates between Euro and the currencies in which the Sub-Fund's investments are denominated. The Sub-Fund may therefore be exposed to a foreign exchange/currency risk. It may not be possible or practicable to hedge against the consequent foreign exchange/currency risk exposure.

3) Investment in currencies

Sub-Funds that invest in currencies as a primary objective will seek to exploit the fluctuations in international currencies, through the use of foreign currency and interest rate derivatives. This means that a greater than normal currency risk may arise. In the short-term this may take the form of large, unpredictable fluctuations in the Unit price and in the long-term of a negative performance due to the possibility that the Sub-Fund's management could misread foreign currencies' trends.

4) Market risk

Some of the stock exchanges, Regulated Markets and Other Regulated Markets on which a Sub-Fund may invest may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the timing and price at which a Sub-Fund may liquidate positions to meet redemption requests or other funding requirements.

5) Structured products

Some Sub-Funds may invest in structured products. These include interests in entities organized solely for the purpose of restructuring the investment characteristics of certain other investments. These investments are purchased by the entities, which then issue Transferable Securities (the structured products) backed by, or representing interests in, the underlying investments. The cash flow on the underlying investments may be apportioned among the newly issued structured products to create Transferable Securities with different investment characteristics such as varying maturities, payment priorities or interest rate provisions, and the extent of the payments made with respect to structured investments depends on the amount of the cash flow on the underlying investments.

Some Sub-Funds may also acquire, when it is in the best interests of the Unitholders, credit-linked notes issued by first class financial institutions.

The use of credit-linked notes can overcome problems and mitigate certain risks associated with direct investment in the underlying assets.

Credit-linked notes referenced to underlying securities, instruments, baskets or indices, which the relevant Sub-Fund may hold, are subject to both counterparty risk and the risk inherent in the underlying investment.

When such credit-linked notes will be traded on Regulated Markets, the Sub-Fund will comply with the investment limits described under Article 15.1.C of the Management Regulations.

Should such credit-linked notes be not traded on Regulated Markets, they would be treated as equivalent to Transferable Securities as further described in Article 15.1.B of the Management Regulations.

The investment limits will equally apply to the issuer of such instrument and to the underlying asset.

The Sub-Funds may furthermore invest in indexed securities which are Transferable Securities linked to the performance of certain securities, indices, interest rates or currency exchange rates. The terms of such securities may provide that their principal amounts or just their coupon interest rates are adjusted upwards or downwards at maturity or on established coupon payment dates to reflect movements in various measures of underlying market or security while the obligation is outstanding.

Structured products are subject to the risks associated with the underlying market or security, and may be subject to greater volatility than direct investments in the underlying market or security. Structured products may entail the risk of loss of principal and/or interest payments as a result of movements in the underlying market or security.

6) Special risks of hedging and income enhancement strategies

Each Sub-Fund may engage in various portfolio strategies to attempt to reduce certain risks of its investments and to attempt to enhance return. These strategies include the use of options, forward foreign exchange contracts, swaps (credit default swaps (hereinafter “Credit Default Swaps” as defined in Article 15.2 of the Management Regulations), interest rate swaps, equity swaps, swaptions, total return swaps, currency swaps and inflation-linked swaps) and futures contracts and options thereon, including international equity and bond indices, as described in the Management Regulations. The use of derivatives and other techniques and instruments involves far higher risks than standard investment instruments.

There can therefore be no assurance that the relevant Sub-Fund's investment objectives will be achieved.

In addition, the use of techniques and instruments involves particular risk, mainly associated with their leverage, whereby large liabilities can be incurred using relatively small financial means. This is the risk associated with the use of relatively small financial resources to obtain a large number of commitments.

7) Special risk considerations for investors in the Equity Sub-Funds, investing primarily in equities and equity-linked instruments

The buying and selling of equities carries a number of risks, the most important being the volatility of the capital markets on which those securities are traded and the general insolvency risk associated with the issuers of equities, including index and basket certificates. Index and basket certificates rarely carry any entitlement to repayment of invested capital or to interest or dividend payments; the calculation of the reference index or basket usually takes account of cost and/or fees; and the repayment of invested capital is usually entirely dependent on the performance of the reference index or basket. Although index and basket certificates are debentures, the risk they carry is inter alia an equity risk since the certificate performance depends on that of an index or basket which is itself dependent on the performance of its own components (e.g. securities). The value of certificates that inversely reflect the performance of their components may fall when markets rise. The risk that the relevant Sub-Fund may lose all or part of its value cannot be excluded.

Potential investors should be aware of the additional risks as well as of the general price risks when investing in shares. By picking stock on the basis of its earning potential rather than on its country or origin or industry, performance will not depend on general trends, as these are represented in broad market indices, for example.

Equity-linked instruments may comprise warrants, which confer on the investor the right to subscribe a fixed number of ordinary shares in the relevant company at a pre-determined price for a fixed period.

The cost of this right will be substantially less than the cost of the share itself. Consequently the price movements in the share will be multiplied in the price movements of the warrant. This multiplier is the leverage or gearing factor. The higher the leverage is the more attractive the warrant is. By comparing, for a selection of warrants, the premium paid for this right and the leverage involved, their relative worth can be assessed. The levels of the premium and gearing can increase or decrease with investor sentiment. Warrants are therefore more volatile and speculative than ordinary shares. Investors should be warned that prices of warrants are extremely volatile and that furthermore, it may not always be possible to dispose of them. The leverage associated with warrants may lead to loss of the entire price or premium of the warrants involved.

8) Depository Receipts

Investment in a given country may be made via direct investments into that market or by depository receipts traded on other international exchanges in order to benefit from increased liquidity in a particular security and other advantages. A depository receipt traded on an eligible market is deemed an eligible transferable security regardless of the eligibility of the market in which the security it relates to locally trades.

9) Investments in specific countries, sectors, regions or markets

Investments in specific sectors, such as the telecoms, technology and media sectors, can lead to adverse consequences when such sectors become less valued.

Investments in specific countries may mean that diversification in country and economic area terms is slight. The performance can also differ significantly from the general trend of the global equity markets.

In addition, for investments in companies producing environmentally friendly products and technologies or that contribute to the creation of a cleaner and healthier environment, performance might not depend on general market trends.

10) Investment in units of UCIs or UCITS

When investing in Units of some Sub-Funds of the Fund which in turn may invest in other UCIs or UCITS, the investors are subject to the risk of duplication of fees and commissions except that if a Sub-Fund invests in other UCIs or UCITS managed by the Management Company or sponsored by the promoter of the Fund, the Sub-Fund will not be charged any subscription and redemption fees with respect to such investment.

11) Reinvestment of collateral received in connection with securities lending and repurchase transactions

The Fund may reinvest the collateral received in connection with securities lending and repurchase transactions. Reinvestment of the collateral involves risks associated with the type of investments made.

Although the Fund must avoid an excessive concentration of its reinvestments at issuer and instrument level, the reinvestment of cash received as collateral is not subject to the diversification rules generally applicable to the Fund.

Reinvestment of such collateral may create a leverage effect which will be taken into account for the calculation of the Fund's global exposure.

12) Global risk exposure

The Fund must employ a risk-management process which enables it to monitor and measure at any time the risk of the positions in its portfolios and their contribution to the overall risk profile of its portfolios.

The method retained by the Management Company in order to determine the global risk exposure of each Sub-Fund is set out for each Sub-Fund in Appendix I of the Prospectus.

In relation to financial derivative instruments the Fund must employ a process for accurate and independent assessment of the value of over-the-counter ("OTC") derivatives as referred to in Article 15 of the Management Regulations and the Fund shall ensure for each Sub-Fund that its global risk exposure relating to financial derivative instruments does not exceed the total net value of its portfolio.

Global exposure is a measure designed to limit the leverage generated by each Sub-Fund through the use of financial derivative instruments. The global risk exposure is calculated in accordance with regulatory practice.

Each Sub-Fund may invest, according to its investment policy and within the limits laid down in Articles 15.1 and 15.2 of the Management Regulations in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in Article 15.1 of the Management Regulations.

When a Sub-Fund invests in index-based financial derivative instruments, these investments do not necessarily have to be combined to the limits laid down in Article 15.1 item C. (a) (1)-(5), (8), (9), (13) and (14) of the Management Regulations.

When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of that Article.

Risk related to Foreign Account Tax Compliance Act (FATCA)

The withholding tax regime of FATCA became effective in phases since 1 July 2014. Although the Fund will attempt to satisfy any obligations imposed on it to avoid the imposition of the FATCA withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax as a result of the FATCA regime, the value of the Units held by the unitholders concerned may be adversely impacted to a significant extent.

Risk related to Common Reporting Standard

For exchange of information purpose, Unitholders are informed that their personal and account information (the Information as described in the Common Reporting Section) may be reported to the relevant tax authorities.

Any Unitholder that fails to comply with the Fund's Information or documentation requests may be held liable for penalties imposed on the Fund and attributable to such Unitholders' failure to provide the Information or subject to disclosure of the Information by the Fund to the LTA In addition, as the case may be, the Fund may redeem Units held such Unitholders.

MANAGEMENT AND ADMINISTRATION

MANAGEMENT COMPANY AND DISTRIBUTOR

Andbank Asset Management Luxembourg
4, rue Jean Monnet
L-2180 Luxembourg
Grand Duchy of Luxembourg

BOARD OF DIRECTORS

Members:

Mr. Josep Xavier Casanovas
Chief Risk Officer, Andbank Group
residing in the Principality of Andorra

Mr. Galo Juan Sastre
Non-Executive Advisor, Andbank Group
residing in the Principality of Andorra

Mr. Donald Villeneuve
Managing Director, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

Mr. Alain Léonard
Director, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

Mr. Philippe Esser
Director, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

Mr. Juan Manuel Garcia Sanchez
Managing Director, Andbank Luxembourg
residing in Madrid

CONDUCTING PERSONS

Mr. Donald Villeneuve
Managing Director, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

Mr Luis Gomez Gonzales
General Director, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

Mr Andres Pomar
Head of Asset Management, Andbank Asset Management Luxembourg
residing in the Grand Duchy of Luxembourg

DEPOSITARY AND PAYING AGENT

Citibank Europe plc, Luxembourg Branch
31, Z.A. Bourmicht
L-8070 Bertrange
Grand Duchy of Luxembourg

ADMINISTRATOR

Citibank Europe plc, Luxembourg Branch
31, Z.A. Bourmicht
L-8070 Bertrange
Grand Duchy of Luxembourg

REGISTRAR AND TRANSFER AGENT

Citibank Europe plc, Luxembourg Branch
31, Z.A. Bourmicht
L-8070 Bertrange
Grand Duchy of Luxembourg

INVESTMENT MANAGER
For the Sub-Fund ANDBANK FUNDS FCP – BrightGate Global Income Fund

BrightGate Capital, SGIIC S.A.
C Genova 11 4º Izqda 28023Madrid
Spain

INVESTMENT ADVISORS
For the Sub-Funds ANDBANK FUNDS FCP – Andbank Short Term, ANDBANK FUNDS FCP – Medicompte Euro Short Term, ANDBANK FUNDS FCP – Andbank Balanced, ANDBANK FUNDS FCP – Andbank Flexible Allocation, ANDBANK FUNDS FCP – Andbank Credit, ANDBANK FUNDS FCP – Andbank Latin American and ANDBANK FUNDS FCP – Andbank Alternative Selection

Andorra Gestió Agricol Reig, S.A.U.
C/. Manuel Cerqueda i Escaler 3-5,
AD700 Escaldes-Engordany
Principality of Andorra

For the Sub-Funds ANDBANK FUNDS FCP – Andbank European Equities, ANDBANK FUNDS FCP – Andbank Iberian Equities; ANDBANK FUNDS FCP – Andbank US Equities and ANDBANK FUNDS FCP – Andbank Emerging Markets Equities

- Andbank Wealth Management, SGIIC S.A.U.
- Paeso de la Castellana 55, planta 3.
- 28046 Madrid
- Spain

AUDITORS OF THE FUND
AND AUDITORS OF THE MANAGEMENT COMPANY

KPMG Luxembourg, Société Coopérative

39, Avenue John F. Kennedy
L-2520 Luxembourg
Grand Duchy of Luxembourg

LIST OF SUB-FUNDS

- ANDBANK FUNDS FCP – Andbank Short Term;
- ANDBANK FUNDS FCP – Medicompte Euro Short Term;
- ANDBANK FUNDS FCP – Andbank Balanced;
- ANDBANK FUNDS FCP – BrightGate Global Income Fund;
- ANDBANK FUNDS FCP – Andbank Flexible Allocation;
- ANDBANK FUNDS FCP – Andbank European Equities;
- ANDBANK FUNDS FCP – Andbank Credit;
- ANDBANK FUNDS FCP – Andbank Latin American;
- ANDBANK FUNDS FCP – Andbank Iberian Equities;
- ANDBANK FUNDS FCP – Andbank US Equities;
- ANDBANK FUNDS FCP – Andbank Emerging Markets Equities; and.
- ANDBANK FUNDS FCP – Andbank Alternative Selection.

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, the Fund and all Sub-Funds are denominated in Euro (the "Base Currency") and all assets and liabilities of each Sub-Fund are valued in the relevant Base Currency of each Sub-Fund.

STRUCTURE OF THE FUND

ANDBANK FUNDS FCP is a common fund ("*fonds commun de placement*") ("FCP") with several separate sub-funds (individually a "Sub-Fund" and collectively the "Sub-Funds"). The Fund is established under Part I of the Law of 17 December 2010 and is governed by the Management Regulations as lastly amended on March 1st, 2017 effective as of March 1st, 2017, which publication in the *Mémorial C, Recueil des Sociétés et Associations* (the "Mémorial") recently renamed Recueil Electronique des Sociétés et Associations ("RESA") has been done on February 27, 2017. Investors may inspect the Management Regulations on the Registry of the District Court of Luxembourg website at www.rcsl.lu.

The Fund is managed by Andbank Asset Management Luxembourg (the "Management Company"), a public limited company ("*société anonyme*"), organised under chapter 15 of the Law of 17 December 2010. Its share capital amounts to Euro 3,000,000.- and its shares are fully owned by Andbank Luxembourg.

The Management Company was incorporated on 13 July 2009 for an unlimited period of time. The latest restated Articles of Incorporation as at 30 July 2014 have been lodged with the Registry of the District Court and a publication of such deposit is pending. This document may be inspected on the Registry of the District Court of Luxembourg website at www.rcsl.lu.

In accordance with the Management Regulations, the Management Company may issue Units of different classes of Units (individually a "Class" and collectively the "Classes") in some of the Sub-Funds. A separate pool of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the Fund is an "umbrella fund" enabling investors to choose between one or more investment objective(s) by investing in one or more Sub-Fund(s). Investors may choose which one or more Sub-Fund(s) may be most appropriate for their specific risk and return expectations as well as their diversification needs. Within each relevant Sub-Fund, investors may choose the alternative Class features which are most suitable to their individual circumstances, given the amount subscribed and the length of time they expect to hold their Units, among other personal investment criteria, in order to opt for one type of Class or another.

Units of the different Classes within the different Sub-Funds may be issued, redeemed and converted at prices computed on the basis of the Net Asset Value per Unit of the relevant Class within the relevant Sub-Fund, as defined in the Management Regulations.

The Management Company may authorise the issuance of Classes in some Sub-Funds of the Fund, as further detailed for each Sub-Fund in Appendix I of the Prospectus.

In each Class, Units are made available in Euro or such other freely convertible currency upon a decision of the Management Company. For Sub-Funds which do not offer Classes, Units will be available in the Base Currency of the Sub-Fund. Units are, unless otherwise provided for a specific Sub-Fund, Non-Distributing Units.

Information as to the availability of Classes in each country where the Units of the Fund will be sold will be detailed in the country specific information referred to in the Prospectus.

The Management Company 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 or supplemented accordingly. A Key Investor Information Document ("KIID") for each available Class of each Sub-Fund shall be made available to investors free of charge prior to their subscription for Units. Prospective investors must consult the KIID for the relevant Class and Sub-Fund in which they intend to invest.

Investors should note however that some Sub-Funds and/or Classes may not be available to all investors. The Management Company retains the right to offer only one or more Classes or Sub-Funds for subscription by investors in any particular jurisdiction in order to conform to local law, custom or business practice or for any other reason. In addition, the Fund and the Agent(s) may adopt standards applicable to classes of investors or transactions which permit or limit the subscription of a particular Class or Sub-Fund by an investor. Their financial advisor can give them information about which Sub-Funds and/or Classes are offered in their country of residence.

Further copies of the Prospectus and the Key Investor Information Documents may be obtained from:

- the Management Company: Andbank Asset Management Luxembourg;
- the Depositary: Citibank Europe plc, Luxembourg Branch;
- the Administrator: Citibank Europe plc, Luxembourg Branch;
- the Registrar and Transfer Agent: Citibank Europe plc, Luxembourg Branch;
- the local information agents in each jurisdiction where the Fund is marketed; and
- the following website: www.andbank.lu.

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, that are consistent with and promote sound and effective risk management and do not encourage risk-taking which is inconsistent with the risk profiles or the Fund's Management Regulations.

The remuneration policy is in line with the business strategy, objectives, values and interests of the Management Company and the Fund and of its unitholders, and includes measures to avoid conflicts of interest.

Structure of remuneration packages:
It is stated in the remuneration policy that the remuneration packages of the Management Company are structured around a fixed component and a variable component. The fixed remuneration components are normally granted to all employees of the Management Company with a permanent contract.
The variable remuneration is granted on the basis of the results of the performance assessment process. It shall be based on relevant, pre-determined and measurable criteria linked to the Management Company's corporate values, business strategy goals, long-term interests of its unitholders and clients, and risk management.
The remuneration policy provides that an assessment of the results of the Management Company shall be conducted using a multi-year perspective in order to ensure that the assessment process is based on longer term performance.

The variable remuneration is determined on the basis of a combination of the assessment of the performance of the individual and of the business unit or funds concerned and of the overall results of the Management Company through both financial and non-financial criteria, enabling the alignment of the employees' interests with the Management Company and the funds it manages.
The Management Company shall not offer guaranteed Variable Remuneration.
The Management Company has to maintain a sound financial situation and has to take into consideration any negative financial result and performance of the Management Company and/or the Funds.

Balanced between fixed and variable remuneration:
The remuneration policy also ensures that fixed and variable components of total remuneration are appropriately balanced and the fixed component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component.

Performance assessment:
The Management Company assesses the performance of all of its employees once a year.
Each employee shall be informed of the individual criteria that govern his/her Remuneration and how his/her performance is assessed.

Proportionality principle:
This remuneration policy takes into account the principle of proportionality, which allows procedures, mechanisms and organizational structure to be calibrated to the nature, scale and complexity of the Management Company's business and to the nature and range of activities carried out in the course of its business.
The application of the principle of proportionality is motivated by the size, the internal organization and the nature, scope and complexity of the activities of the Management Company.

In this context, as defined in the ESMA Guidelines, the Management Company decided not to apply the following requirements:
- Requirement to pay out a part of the variable remuneration in instruments and, de facto, the related instrument retention obligations;
- Requirement to pay out a part of the variable remuneration through a deferral scheme and, de facto, the related ex-post risk adjustment obligations (malus);
- Requirement to set up a Remuneration Committee

However, for the purpose of closely monitoring matters linked to remuneration practices, the
Management Company has established a Nomination & Remuneration Committee.

Nomination and Remuneration Committee:
The role of the Nomination & Remuneration & Committee, as a specialized committee of the Board of the Management Company, is to assist and advise the Board of the Management Company in all analyses and decisions related to nomination and remuneration.

The Nomination and Remuneration Committee is constituted in a way that enables it to exercise competent and independent judgment on the remuneration policies and practices and the incentives created for managing risks.

Thus, the members of the Nomination and Remuneration Committee is composed of members of the Board of Directors of the Management Company who do not perform any executive functions in the Management Company and one representative of the Group to ensure a consistent approach within the Group.

Disclosure in the Annual Report:
Information relating to the remuneration policy shall be available in the Annual Report of the Management Company, as well as the Annual Report of the Fund.

The up-to-date remuneration policy of the Management company, including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee, are available at www.andbank.lu and a paper copy will be made available free of charge upon request at the Management Company's registered office.

INVESTMENT STRATEGY, POLICIES AND OBJECTIVES

Investment Strategy

Unless otherwise provided for a specific Sub-Fund, the strategy of the Sub-Funds would focus on achieving capital growth by investing in a portfolio consisting of eligible Transferable Securities, Money Market Instruments to allow for diversification of portfolio and return maximization for the Unitholders.

At the date of the present Prospectus, the Sub-Funds may be divided into three categories, i.e. monetary, bonds and flexible allocations Sub-Funds.

Investors are given the opportunity to invest in one or more Sub-Funds and thus determine their own preferred exposure on a region by region and/or asset class by asset class basis. The Management Company may, at its sole discretion, issue Units in one or several Classes within other Sub-Funds, in which case the Prospectus will be updated or supplemented accordingly and particular Key Investor Information Documents shall be made available.

Investment Policies

Unless otherwise provided for a specific Sub-Fund, the following provisions shall apply.

The assets of each Sub-Fund will be mainly invested in Transferable Securities, in Money Market Instruments and in other permitted financial liquid assets in accordance with the authorised investments set out in Article 15.1 of the Management Regulations.

The Sub-Funds may also be authorised, taking into account the exposure relating to financial derivative instruments referred to therein, to achieve their objective through investment in financial derivative instruments or use of certain techniques and instruments related to Transferable Securities, Money Market Instruments and any other financial instruments for hedging and/or for other purposes to the fullest extent permitted in Article 15 of the Management Regulations including but not limited to warrants, options, forward foreign exchange contracts, futures, including international equity and bond indices and/or swaps (Credit Default Swaps, currency swaps, inflation-linked swaps, interest rates swaps, swaptions and equity/total return swaps) on Transferable Securities and/or any financial instruments and currencies.

Each Sub-Fund may hold cash within the limits set forth in Article 15.1.B. of the Management Regulations, unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus.

The investment restrictions, techniques and instruments applicable to the Sub-Funds are determined by the Management Company and are fully described in the Management Regulations.

Investors are informed that the Sub-Funds may be exposed to a foreign exchange/currency risk as explained in the paragraph "Foreign exchange/currency risk" under the "Special Risk Considerations" section herein.

Objectives of the Sub-Funds

Each Sub-Fund's objective is to aim at a performance superior to that of the market as a whole in which it invests, while containing volatility of performance and while respecting the principle of risk diversification.

Each Sub-Fund's objective is more fully described in Appendix I of the Prospectus.

UNITS

The Sub-Funds may offer several Classes as set forth for each Sub-Fund in Appendix I of the Prospectus.

Each Class whilst participating in the assets of the same Sub-Fund (i) has a different fee structure, (ii) may be targeted to different types of investors, (iii) may not be available in all jurisdictions where the Units are sold, (iv) may be sold through different distribution channels, (v) may have different distribution policies, (vi) may be quoted in a different currency as defined in the Management Regulations as compared to the Base Currency of the relevant Sub-Fund in which it is issued and (vii) may aim to offer protection against certain currency fluctuations.

Units in any Sub-Fund are issued in registered form only and are, unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, Non-Distributing.

The inscription of the Unitholder's name in the Unitholders' register evidences his or her right of ownership of such Units. Unitholders will receive a written confirmation that their names have been recorded in the Unitholders' register. They will not receive a certificate unless they have expressly requested that a certificate evidencing their Units be issued to them.

Fractions of registered Units may be issued up to three decimals, whether resulting from subscription or conversion of Units.

PROCEDURES FOR SUBSCRIPTION, CONVERSION AND REDEMPTION

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, the following provisions shall apply.

Dealing Price

The dealing price for the subscription, conversion and redemption of Units will be equal to the Net Asset Value per Unit, increased by any applicable sales charge as may be provided for a specific Sub-Fund in Appendix I of the Prospectus.

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, for each Monday which is a Business Day (a “Valuation Day”), there is a corresponding Net Asset Value which is dated that Valuation Day and calculated and published on the next Tuesday following that Valuation Day (a “NAV Calculation Day”). The underlying assets of the relevant Class within the relevant Sub-Fund are valued at the last available prices. Whenever used herein, the term "Business Day" shall mean a full day on which banks and the stock exchanges are open for business in Luxembourg City. If a Valuation Day and a NAV Calculation Day are not a Business Day in Luxembourg, the Valuation Day and the NAV Calculation Day will be the next following Business Day.

Dealing Time

The Management Company does not permit market-timing or other excessive trading practices. Excessive, short-term (market-timing) trading practices may disrupt portfolio management strategies and harm the Fund's performance. To minimise harm to the Fund and the Unitholders, the Management Company has the right to reject any subscription or conversion order, or levy a fee of up to 2% of the value of the order for the benefit of the relevant Class, if any, within the relevant Sub-Fund of the Fund from any investor who is engaging in excessive trading or has history of excessive trading or if an investor's trading, in the opinion of the Management Company, has been or may be disruptive to the Fund or any of the Sub-Funds. In making this judgment, the Management Company may consider trading done in multiple accounts under common ownership or control. The Management Company also has the power to redeem all Units held by a Unitholder who is or has been engaged in excessive trading. The Management Company will not be held liable for any loss resulting from rejecting orders or mandatory redemptions.

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, the application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company, from the Agents (if any) or directly from the subscriber) prior to 16.00 hours at the latest on the last Business Day before the relevant Valuation Day (the "cut-off time").

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for all Sub-Funds received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

In addition, different time limits may apply if subscriptions, redemptions or conversions of Units are made through an Agent, provided that the principle of equal treatment of Unitholders be complied with and subject to compliance with the foregoing cut-off time. In such cases, the Agent will inform the relevant investor of the procedure relevant to such investor. Applications for subscription, redemption or conversion through the Distributor or its Agent(s) may not be made on days where the Distributor or its Agent(s), if any, are not open for business. In case subscriptions, redemptions or conversions of Units are made through a Distributor or an Agent, such Agent will only forward those applications which were received prior to the cut-off time mentioned above.

Dilution Levy

Under certain circumstances (for example, large volumes of deals) investment and/or disinvestment costs may have an adverse effect on the Unitholders' interest in the Fund. In order to prevent this effect, called "dilution", the Management Company has the power to charge a "dilution levy" on the subscription, redemption and/or conversion of Units. If charged, the dilution levy will be paid into the relevant Sub-Fund and will become part of the relevant Sub-Fund.

The dilution levy for each Sub-Fund will be calculated by reference to the costs of dealing in the underlying investments of that Sub-Fund, including any dealing spreads, commission and transfer taxes.

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

1. where a Sub-Fund is in constant decline (large volume of redemption requests);
2. on a Sub-Fund experiencing substantial subscriptions in relation to its size;
3. in the case of "large volumes" of redemptions, subscriptions and/or conversions where "large volumes" refers to net redemptions or subscriptions exceeding 5% of the Sub-Fund's entire assets;
4. in all other cases where the Management Company considers the interests of Unitholders require the imposition of a dilution levy.

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

Subscription

A completed application form is required for the initial subscription. For subsequent subscriptions, instructions may be given by swift or fax.

Payment for subscriptions must be received at the latest three (3) Business Days after the relevant Valuation Day.

Payment of the dealing price in cash is to be made in the Base Currency of the Sub-Fund or in any other currency specified by the investor, subject to prior approval of the Management Company, in which case the cost of any currency conversion shall be borne by the investor and the rate of such conversion will be that of the relevant Valuation Day. Currently the following currencies are accepted: CHF, EUR, GBP, JPY, SEK, USD.

The Management Company may agree to issue Units as consideration for a contribution in kind of securities, in accordance with applicable laws and regulations and in compliance with the conditions set forth by the Management Company, in particular the obligation to deliver a valuation report from the independent auditors of the Fund ("*réviseur d'entreprises agréé*") which shall be available for inspection, and provided that such securities comply with the investment objectives and policy of the relevant Sub-Fund described in Appendix I of the Prospectus. Any costs incurred in

connection with a contribution in kind of securities shall be borne by the relevant investors.

How to pay

Payment in cash should be made by money transfer net of all bank charges (*i.e.* at the investor's expenses). Further settlement details are available at the registered office of the Management Company and on the application form.

Conversion

In accordance with the rules set forth in Article 7 of the Management Regulations, a Unitholder may convert all or part of the Units he holds in a Sub-Fund into Units of another Sub-Fund but within the same Class (if any). Instructions for the conversion of Units may be made by swift or fax.

Unitholders must specify the relevant Sub-Fund(s) and Class(es) as well as the number of Units or monetary amount they wish to convert and the newly selected Sub-Fund(s) to which their Units are to be converted.

The value at which Units of any Class in any Sub-Fund shall be converted will be determined by reference to the respective Net Asset Value of the relevant Units, calculated on the same NAV Calculation Day, decreased, if appropriate, by a conversion fee, as provided hereinafter.

A converting Unitholder may realise a taxable gain or loss in connection with the conversion under the laws of the country of the Unitholder's citizenship, residence or domicile.

All terms and notices regarding the redemption of Units shall equally apply to the conversion of Units.

If on any given date dealing with conversion requests representing more than 10% of the Units in issue in any Sub-Fund, may not be effected without affecting the relevant Sub-Fund's assets, the Management Company may, upon consent of the Depositary, defer conversions exceeding such percentage for such period as is considered necessary to sell part of the relevant Sub-Fund's assets in order to be able to meet the substantial conversion requests.

Redemption

In accordance with the rules set forth in Article 6.2 of the Management Regulations, Unitholders may request redemption of their Units at any time on any Valuation Day. Instructions for the redemption of Units may be made by swift or fax.

Upon instruction received from the Registrar and Transfer Agent, payment of the redemption price will be made by money transfer with a value date at the latest three (3) Business Days following the relevant Valuation Day.

If on any given date payment on redemption requests representing more than 10% of the Units in issue in any Sub-Fund may not be effected out of the relevant Sub-Fund's assets or authorised borrowing, the Management Company may, upon consent of the Depositary, defer redemptions exceeding such percentage for such period as is considered necessary to sell part of the relevant Sub-Fund's assets in order to be able to meet the substantial redemption requests.

Payment of the redemption price in cash is to be made in the Base Currency of the Sub-Fund, respectively in Euro in the case of Classes, or in any other currency specified by the investor, subject to prior approval of the Management Company, in which case the cost of any currency conversion shall be borne by the investor and the rate of such conversion will be that of the relevant Valuation Day. Currently the following currencies are accepted: CHF, EUR, GBP, JPY, SEK, USD.

The Management Company may, at the request of a Unitholder who wishes to redeem Units, agree to make, in whole or in part, a distribution in kind of securities of any Class to that Unitholder in lieu of paying to that Unitholder redemption proceeds in cash. The Management Company will agree to do so if it determines that such transaction would not be detrimental to the best interests of the remaining Unitholders of the relevant Class. The assets to be transferred to such Unitholder shall be determined by the Depositary, with regard to the practicality of transferring the assets, to the interests of the relevant Class and continuing participants therein and to the Unitholder. Such a Unitholder may incur charges, including but not limited to brokerage and/or local tax charges on any transfer or sale of securities so received in satisfaction of a redemption. The net proceeds from this sale by the redeeming Unitholder of such securities may be more or less than the corresponding redemption price of Units in the relevant Class 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 that Class. As per applicable regulations, the selection, valuation and transfer of assets are subject to a valuation report from the independent auditors of the Fund.

DISTRIBUTION POLICY

The Management Company issues, unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, Non-Distributing Units. Non-Distributing Units capitalise their entire earnings.

CHARGES AND EXPENSES

1) Dealing charges

Subscriptions

A sales charge may be levied as a percentage of the average daily Net Asset Value of the relevant Class within a Sub-Fund, as further described for each Sub-Fund in Appendix I of the Prospectus.

The Management Company reserves the right to increase the sales charge mentioned in Appendix I of the Prospectus if and when appropriate. In such event, the Prospectus and the relevant KIID will be amended accordingly.

The sales charge, and any applicable conversion fee shall be paid as further described for each Sub-Fund in Appendix I of the Prospectus.

Other charges are listed in the Management Regulations (see Article 8 "Charges of the Fund").

Redemptions

Units will be redeemed at a price based on the Net Asset Value per Unit in the relevant Sub-Funds.

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, no redemption fee will be levied for the time being.

Other costs

Any currency conversion costs as well as any costs incurred on cash transfers will be charged to the Unitholder.

2) Additional charges

Management Fee

The Management Company is entitled to receive from the Fund a management fee calculated as a percentage of the Net Asset Value of the relevant Class within a Sub-Fund as summarised in Appendix II of the Prospectus.

Such fee is calculated and accrued in respect of each Valuation Day and is payable quarterly in arrears on the basis of the average Net Asset Value of the relevant Class within the relevant Sub-Fund(s).

Fees of the Depositary, Paying Agent, Administrator and Registrar and Transfer Agent

In consideration for their services, the Depositary, Paying Agent, Administrator and Registrar and Transfer Agent are entitled to receive a remuneration out of the assets of the relevant Sub-Fund (or the relevant Class, if applicable), pursuant to the relevant agreements with the Management Company, and in accordance with usual market practice. In addition reasonable disbursements and out-of-pocket expenses incurred by the Depositary, Paying Agent, Administrator and Registrar and Transfer Agent are charged to the Fund.

Distribution Fee

The Management Company, in its capacity as Distributor, may furthermore receive a distribution fee, as further described for each Sub-Fund in Appendix II of the Prospectus, as the case may be.

Such Distribution Fee is payable quarterly in arrears. The Management Company may pass on a portion of or all of such fees, as a case may be, to its Agents (if any), as defined in the Section "Distributor" hereinafter, as well as to professional advisers (if any) as remuneration for their services.

Performance Fee

The Management Company earns a performance fee for a Sub-Fund where the Net Asset Value per Unit of such Sub-Fund outperforms its benchmark as mentioned in Appendix II of the Prospectus (percentages to be notified to Unitholders at the time of the application of the fee) during a Performance Period (as defined hereinafter).

The Management Company is not entitled to earn a performance fee in the following circumstances:

- where the Sub-Fund underperforms its benchmark,
- where the return of the Sub-Fund is negative over the Performance Period regardless of how the Sub-Fund performs against its benchmark.

The Management Company will not indemnify any Unitholder for any under-performance of a Class of any Sub-Fund against their benchmark.

Performance Period

A performance period ("**Performance Period**") is a quarter subject to the references below on the Impact of Subscriptions and Redemptions during a quarter.

Performance Fee Calculation

The Performance fee is calculated, accrued and paid quarterly to the Management Company at a rate in excess of the benchmark of each Sub-Fund as mentioned in Appendix II of the Prospectus.

DEPOSITARY AND PAYING AGENT

Introduction and key duties

The Management Company acting on behalf of the Fund has, under the terms of the Depositary Agreement, engaged Citibank Europe plc, Luxembourg Branch (the "Depositary") as depositary of the Fund's assets. The Depositary shall also be responsible for the oversight of the Fund to the extent required by and in accordance with applicable law, rules and regulations. The Depositary shall exercise the supervisory duties in accordance with applicable law, rules and regulations as well as the Depositary Agreement.

The key duties of the Depositary are to perform on behalf of the Fund the depositary duties referred to in the law of 17 December 2010 relating to undertakings for collective investment (the "2010 Law") essentially consisting of:

(i) monitoring and verifying the Fund's cash flows;

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

(iii) ensuring that the sale, issue, repurchase, redemption and cancellation of Units are carried out in accordance with the Management Regulations and applicable Luxembourg law, rules and regulations;

(iv) ensuring that the value of the Units is calculated in accordance with the Management Regulations and applicable Luxembourg law, rules and regulations;

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

(vi) ensuring that the Fund's income is applied in accordance with the Management Regulations, and applicable Luxembourg law, rules and regulations; and

(vii) carrying out instructions from the Management Company unless they conflict with the Management Regulations or applicable Luxembourg law, rules and regulations.

Background of the Depositary and Paying Agent

Citibank Europe plc, Luxembourg branch, is the depositary of the Fund.

The Depositary is a public limited company domiciled in Ireland with registered number 132781 whose registered office is at 1 North Wall Quay, Dublin 1. The Depositary conducts its principal business in Luxembourg from its office at 31, Z.A.I. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg. Its Luxembourg branch was established on 20 August 2015 and is registered with the Registre de Commerce et des Sociétés of Luxembourg under number B 0200204. Its Luxembourg branch is authorised to provide such services in accordance with the Luxembourg law of 5 April 1993 on the financial sector, as amended, and is specialised in fund custody and administration services.

The Depositary is authorised by the Central Bank of Ireland but in respect of its services as depositary in Luxembourg is regulated by the Commission de Surveillance du Secteur Financier (CSSF).

As paying agent, Citibank Europe plc, Luxembourg Branch is responsible for the payment of dividends (if any) to the Unitholders. The Depositary shall in addition be responsible for the processing of the transfer of the redemption proceeds of the units.

Delegation and Conflicts of Interest

Under the terms of the Depositary Agreement and in accordance with the 2010 Law, the Depositary has power to delegate certain of its depositary functions. As of the date of this Prospectus, the Depositary has entered into written agreements delegating the performance of its safekeeping function in respect of certain of the Fund's assets to delegates. The list of such delegates and sub-delegates is available on www.andbank.lu and is made available to investors free of charge upon request.

In order to discharge its responsibility in this regard, the Depositary must exercise due skill, care and diligence in the selection, continued appointment and ongoing monitoring of a third party as a safekeeping agent so as to ensure that the third party has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned; maintain an appropriate level of supervision over the safekeeping agent; and make appropriate inquiries from time to time to confirm that the obligations of the agent continue to be competently discharged.

The liability of the Depositary will not be affected by the fact that it has delegated to a third party certain of its safekeeping in respect of the Fund's assets.

Without prejudice to the section "Conflicts of Interest" below, from time to time actual or potential conflicts may arise between the Depositary and its delegates or sub-delegates, for example where an appointed delegate or sub-delegate is an affiliated

group company which receives remuneration for another custodial service it provides to the Fund.

Included in the Depositary's conflict of interest policy are procedures to identify, manage and monitor on an on-going basis any actual or potential conflict of interest involving its delegates or sub-delegates.

The Depositary will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favorable to the Fund than if the conflict or potential conflict had not existed.

In certain jurisdictions, where the local law requires that financial instruments are held by a local entity and no local entity satisfies the delegation requirements to which the Depositary is subject, the Depositary may delegate its functions to a local entity for as long as there are no local entities which satisfy the requirements. The Depositary will only do so where the Management Company has instructed it to do so and Unitholders are notified of such delegation prior to their investment, the reasons for it and the risks involved in the delegation.

Conflicts of Interest

Actual or potential conflicts of interest may also arise between the Fund, the Unitholders or the Management Company on the one hand and the Depositary on the other hand.

For example, such actual or potential conflict may arise because the Depositary is part of a legal entity or is related to a legal entity which provides other products or services to the Fund or the Management Company. In particular, depositary and administration services are provided by the same legal entity, Citibank Europe plc, Luxembourg Branch. In practice, however, the depositary and administration lines of business are functionally and hierarchically separated and operate on an arm's length basis. In addition, the Depositary may have a financial or business interest in the provision of such products or services, or receives remuneration for related products or services provided to the Fund, or may have other clients whose interests may conflict with those of the Fund, the Unitholders or the Management Company.

The Depositary and any of its affiliates may effect, and make a profit from, transactions in which the Depositary (or its affiliates, or another client of the Depositary or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the Depositary's duty to the Fund. This includes circumstances in which the Depositary or any of its affiliates or connected persons: acts as market maker in the investments of the Fund; provides broking services to the Fund and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Fund; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Fund; or earns profits from or has a financial or business interest in any of these activities .

The group-wide conflict of interest policy provides that Citi manages conflicts through various policies, procedures and/or processes, which may, depending upon the conflict, include prevention or avoidance of conflicts, or appropriate disclosures, establishing information barriers, restructuring transactions, products or processes, and/or changing compensation incentives.

The Depositary has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Depositary issues to be properly identified, managed and monitored.

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

Termination of the Depositary Agreement

The Depositary Agreement provides that it will continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances, such as the insolvency of the Depositary. Upon an (envisaged) removal or resignation of the Depositary, the Management Company acting on behalf of the Fund shall with due observance of the applicable requirements of the Luxembourg Commission de Surveillance du Secteur Financier (the "CSSF") and in accordance with applicable law, rules and regulations, appoint a successor depositary. The Depositary may not be replaced without the approval of the CSSF.

Liability of the Depositary

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

The Depositary is also liable to the Fund or the Unitholders for all losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfill its obligations. In case of direct liability of the Depositary vis-à-vis the Unitholders they shall, in line with the terms of the Depositary Agreement, not exercise any claims on the Depositary directly but shall request the Management Company to do so on their behalf. Only in a case where the Management Company does not accept such request (for whatever reason) shall the Unitholders be allowed to exercise any such claim directly vis-à-vis the Depositary. The Depositary Agreement contains indemnities in favour of the Depositary excluding matters arising by reason of its failure to satisfy its obligation of due skill, care and diligence, or by reason of its negligence, intentional failure or fraud.

Other provisions of the Depositary Agreement

The Depositary Agreement is governed by the laws of Luxembourg and the courts of Luxembourg shall have exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Agreement.

ADMINISTRATOR

The Management Company has also appointed Citibank Europe plc, Luxembourg Branch as the Fund's administrator (the "Administrator"). In such capacity, it will be responsible for all general administrative duties required by Luxembourg law, and in particular for maintenance of accounting records.

DISTRIBUTOR

The Management Company is acting as distributor (the "Distributor") to market and promote the Units of each Sub-Fund.

The Distributor may conclude contractual arrangements with other distributors, placement agents or other processing agents as its agents (individually referred to as an "Agent" and collectively referred to as the "Agents") to market and place Units of any of the Sub-Funds in various countries throughout the world, except in the United States of America or any of its territories or possessions subject to its jurisdiction as well as for connected processing services.

The Distributor and its Agent(s), if any, may be involved in the collection of subscription, redemption and conversion orders on behalf of the Fund and may, subject to local law in countries where Units are offered and with the agreement of the respective Unitholders, provide a nominee service to investors purchasing Units through them. The Distributor and its Agent(s), if any, may only provide such a nominee service to investors if they are (i) professionals of the financial sector and are located in a country belonging to the FATF or having adopted money laundering rules equivalent to those imposed by Luxembourg law in order to prevent the use of financial system for the purpose of money laundering and terrorist financing or (ii) professionals of the financial sector being a branch or qualifying subsidiary of an eligible intermediary referred to under (i), provided that such eligible intermediary is, pursuant to its national legislation or by virtue of a statutory or professional obligation pursuant to a group policy, obliged to impose the same identification duties on its branches and subsidiaries situated abroad.

In this capacity, the Distributor and its Agent(s) (if any) shall, in their name but as nominee for the investor, purchase or sell Units for the investor and request registration of such operations in the Fund's register of Unitholders. However, the investor may invest directly in the Fund without using the nominee service and if the investor does invest through a nominee, he has at any time the right to terminate the nominee agreement and retain a direct claim to his Units subscribed through the nominee.

However, the provisions above are not applicable for Unitholders solicited in countries where the use of the services of a nominee is necessary or compulsory for legal, regulatory or compelling practical reasons.

The Distributor and, if appropriate, the Agent(s), shall, to the extent required by the Registrar and Transfer Agent in Luxembourg, forward application forms to the Registrar and Transfer Agent.

REGISTRAR AND TRANSFER AGENT

The Management Company has appointed Citibank Europe plc, Luxembourg Branch as the Fund's registrar (the "Registrar") and transfer agent (the "Transfer Agent") which will be responsible for handling the processing of subscriptions for Units of the Fund, dealing with requests for redemption and conversion of Units of the Fund and accepting transfers of funds, safekeeping the register of Unitholders of the Fund and providing and supervising the mailing of statements, reports, notices and other documents to the Unitholders of the Fund.

The appointment of the Administrator and Registrar and Transfer Agent was made pursuant to a fund administration services agreement between the Management Company acting as management company of the Fund and the Administrator and Registrar and Transfer Agent, for an unlimited period of time from the date of its signature. It may be terminated at any time by either party hereto upon ninety (90) calendar days notice thereof delivered by one to the other party as further described therein.

LISTING

The Units of the Fund are not listed. The Management Company may however decide to list the Units of each Sub-Fund of the Fund in the future in which case, the Prospectus will be amended accordingly.

SPECIAL CONSIDERATIONS

General Legal Considerations

Luxembourg law governs the Fund and the Management Company.

Investors should note that all the regulatory protections provided by their local regulatory authority may not apply. Investors should consult their personal financial adviser for further information in this regard.

Investment in the Fund may involve legal requirements, foreign exchange restrictions and tax considerations unique to each investor. The Management Company makes no representations with respect to whether any Unitholder is permitted to hold such Units. Prospective investors should consult their own legal and tax advisers regarding such considerations prior to making an investment decision.

The Management Company draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Fund if the investor is registered himself and in his own name in the Unitholders' register. In cases where an investor invests in the Fund through an intermediary (such as the Distributor or an Agent) 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 unitholder rights directly against the Fund. Investors are advised to take advice on their rights.

Luxembourg Tax Considerations

Under the laws of Luxembourg as currently in force, the Fund is not liable to any Luxembourg tax on profits or income, nor are distributions (if any) paid by the Fund liable to any Luxembourg withholding tax.

A Sub-Fund is, however, liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Fund at the end of the relevant quarter. No stamp duty or other tax is payable in Luxembourg on the issue of Units. No Luxembourg tax is payable on the realised or unrealised capital appreciation of the assets of the Fund.

Unitholders are not subject to any capital gains, income or withholding tax in Luxembourg to the extent that they are not domiciled, resident or do not have a permanent establishment in Luxembourg.

Savings Directive

On 3 June 2003, the Council of the European Union adopted Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the "Directive"). The Directive imposes withholding or reporting requirements on the "paying agent" (as defined by the Directive) resident within the European Union (or one of the non-European Union states or territories having agreed to apply similar measures) where that paying agent makes payments of interest (including distributions and redemptions) cross-border to an individual or certain entities resident in another EU Member State (or in a territory that has opted for reciprocity, i.e. has agreed to adopt the same measures). If such a payment is subject to withholding tax, the beneficiary can avoid such withholding tax by submitting a certificate of exemption or an authorisation to exchange information, depending on the options proposed by the paying agent and the country of establishment.

In respect of interest distributed by investment funds, the Directive provides that "interest payment" includes income deriving from interest payments either directly or through a residual entity, distributed by (i) a UCITS; (ii) entities which have opted to be treated as a UCITS; and (iii) undertakings for collective investment established outside the territory of the European Union, or income realised upon the sale, refund or redemption of units of such undertakings and entities.

The transitional tax scheme foreseen by the Savings Directive which was implemented into Luxembourg law by the amended law of 21 June 2005 will come to an end on 31 December 2014.

From 1 January 2015, in the event of redemption of Units in a Sub-Fund or dividend payments made by a Sub-Fund, the savings income will be automatically reported to the tax authorities of the country of residence of the beneficiary, and as a matter of consequence will no longer be subject to withholding tax.

The exchange of information will occur on an annual basis, the first occurrence being in the first quarter of 2016, and to cover interest income received during the previous year. The exchange of information will include information related to interest income on savings and investments.

The foregoing is only a summary of the implications of the Directive, is based on the current interpretation thereof and does not purport to be complete in all respects. It does not constitute investment or tax advice and unitholders should therefore seek advice from their financial or tax adviser on the full implications for themselves of the Directive.

Common Reporting Standard

On 9 December 2014, the Council of the EU adopted the Directive 2014/107/EU amending the Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation. The adoption of the aforementioned directive, and of the Luxembourg bill of law for transposition of such directive (the "CRS Law**"**), together with the signature of the Multilateral Competent Authority Agreement on the Automatic exchange of Financial Account Information ("MCAA") on 29 October 2014 implement the OECD Common Reporting Standard (the "CRS") from 1st January 2016.

Under the terms of the CRS Law the Fund is likely to be considered as a Luxembourg Reporting Financial Institution ("FI").

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

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

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

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

Information for the Unitholders

Audited annual reports and unaudited semi-annual reports will be mailed free of charge by the Management Company to the Unitholders at their request. In addition, such reports will be available at the registered office of the Management Company or its Agent(s) (if any) and the Depositary as well as at the offices of the local information agents of the Fund in any jurisdiction where the Fund is marketed.

The first annual report of the Fund was issued for the period ended 31 December 2010 and published by 30 April 2011.

The accounting year of the Fund shall start on the 1st of January of each year and shall end on the 31st of December of the same year.

The combined accounts of the Fund are maintained in the Base Currency. The financial statements relating to the various separate Sub-Funds shall also be expressed in the Base Currency.

Any other financial information concerning the Fund or the Management Company, including the periodic calculation of the Net Asset Value per Unit, the issue, conversion and the redemption prices will be made available at the registered office of the Management Company or its Agent(s) (if any) and the Depositary and the local information agents in each jurisdiction where the Fund is marketed. Any other substantial information concerning the Fund may be published in such newspaper(s) and notified to Unitholders in such manner as may be specified from time to time by the Management Company.

Information as to (i) the availability of Classes in each country where the Units of the Fund will be sold, (ii) the availability of Non-Distributing Units, (iii) the entities through which the Classes, if any, and the Units of each Sub-Fund will be available and (iv) the local tax considerations will be made available at the registered office of the Management Company or its Agent(s) (if any). The Management Company may, at any time, offer existing Classes, if any, through different distribution channels in different countries. The Management Company shall update the relevant country specific information with the addition of any relevant information concerning the Units available in such country in order to conform to local law, custom, business practice or any other reason.

The Management Company 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 or supplemented accordingly and particular Key Investor Information Documents shall be made available.

Investors should note however that some Sub-Funds and/or Classes may not be available to all investors. The Classes and their particular fee levels are set by market practices that vary from channel to channel and from country to country. The Classes with the Class fee levels are distributed in countries and through individual channels depending on market practices and distribution requirements in those countries and channels.

Their financial advisor can give investors information about which Sub-Funds are available and offered in their country of residence.

The Fund retains the right to offer only one or more Class(es) for subscription by investors in any particular jurisdiction in order to conform to local law, custom or business practice or for any other reason. In addition, the Fund and the Agents may adopt standards applicable to classes of investors or transactions which permit or limit the subscription of a particular Class by an investor.

The suitability of any particular Class depends on many factors specific to each individual investor. A Unitholder should consult his advisors to determine the implications and factors involved in any investment in a particular Class.

Data Protection

When subscribing for Units of the Fund, the investor authorises and empowers the Management Company to collect, store and process certain information, along with documentary evidence, concerning the investor, such as its denomination, address and amount of the investment (the "Personal Data") by electronic or other means. In particular, such data may be processed for the purposes of account and distribution fee administration, anti-money laundering and terrorism financing identification, FATCA and CRS related due diligence and reporting requirements (as the case may be) as well as any other exchange of information procedures to which the Fund may be subject from time to time.
The Management Company reserves the right to delegate the processing of this Personal Data to delegates located in the EU (together the "Processor(s)"). The investor may at its discretion refuse to communicate the Personal Data to the Management Company, thereby precluding the Management Company from using such data. However, such refusal or preclusion shall be an obstacle to the subscription or holding of Units in the Fund by the investor.

The Personal Data is required to enable the Management Company to provide the services required by the investor, and to comply with its legal obligations.

The Management Company undertakes not to transfer the investor's Personal Data to any other third parties than the Processor(s), except if required by law or on the basis of a prior authorisation of the investor. In particular, such Personal Data may be disclosed to the LTA, which in turn may, acting as data controller, disclose it to foreign tax authorities.

The investor has a right to access its Personal Data and may ask for a rectification thereof in cases where such data is inaccurate and incomplete. In relation thereto, the investor can contact the Management Company at the following address: 4, rue Jean Monnet, L-2180 Luxembourg.

The investor has a right to oppose to the use of its Personal Data for marketing purposes. Such opposition may be effected by a simple letter addressed to the Fund.

All investor-related Personal Data shall not be retained for longer than the time required for the purpose of its processing subject to the legal limitation periods.

APPENDIX I: SUB-FUNDS

A) ANDBANK FUNDS FCP – Andbank Short Term

The objective of the Sub-Fund is to offer a regular return over a period of 8 days, similar to the eurozone monetary market, minus the management and administrative fees.

The Sub-Fund invests in debt securities and all sort of money market instruments, including deposits. Debt securities will include, amongst others, bonds, certificates, and commercial paper (fixed or variable rate). These securities are short term obligations issued or guaranteed by banks, corporations and governments (their central, regional or local authorities, their agencies or instrumentalities or other government-related entities, a Central Bank and/or Supranational Institutions).

The total average duration will be between 0 and 0.5.

The maturity of the investments of the portfolio will be between 0 and 2 years.

The target investment period is 8 days.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

For hedging purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions.

If the Management Company considers this to be in the best interest of the Unitholders, and notably for defensive purposes on a temporary basis, the Sub-Fund may also hold up to 100% of its net assets, liquidities such as (but not limited to) cash deposits, money market funds and Money Market Instruments.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The value of debt securities may change significantly depending on economic and interest rates conditions as well as the credit worthiness of the issuers. Issuers of debt securities may fail to meet payments obligations or the credit rating of debt securities may be downgraded. These risks are typically increased for emerging markets and below investment grade debt securities.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund is suitable for investors wishing to preserve capital, and to achieve a similar performance to the money market equivalent to the EONIA minus the management and administrative fees.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders is complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to

0.01% per annum of its Net Asset Value allocated to the Class B Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

B) ANDBANK FUNDS FCP – Medicompte Euro Short Term

The Sub-Fund aims to achieve a return in excess of Euro-denominated short duration international bond markets by investing in investment grade Euro-denominated short term securities, using financial derivative instruments where appropriate.

The Sub-Fund will invest at least 60% of its assets (excluding cash and cash equivalents) in investment grade Euro-denominated short term debt securities. Issuers of these securities may be located in any country, including emerging markets.

The weighted average duration of the Sub-Fund's investments will generally not exceed 2 years and the remaining duration of each investment will generally not exceed 4 years at the time of acquisition.

Due to the possible downgrading in the credit rating of certain securities the Sub-Fund may from time to time have exposure to below investment grade debt securities.

The Sub-Fund may invest up to 20% of its net assets in structured securities such as asset backed securities ("ABS"), mortgage backed securities or collateralized obligations with a pay-off linked to the relevant markets rather than actually investing in the markets. The term ABS covers, among other securities, all securities resulting from so-called "securitization" activities (cash or synthetic). Securitization is the mechanism whereby specific financial assets are converted into securities that can be traded on the financial markets. There are three main types of ABS related to securitization, corresponding to specific asset categories: Traditional Asset Backed Securities, Mortgage Backed Securities and Collateralized Debt Obligations. The portfolio manager will select ABS generating the most predictable and secure flows of cash. In addition, the term ABS also covers securities which are not resulting from securitization activities, such as securities which are secured by assets, but whose cash flows do not necessarily derive from the cash flows of the underlying assets.

Short term money market instruments and deposits with credit institutions may be held on an ancillary basis.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other major currencies, such as but not limited to USD, GBP, CHF. Investments in currency exchange rates can adversely affect the return of the investors' investment. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

For hedging and for any other purposes, within the limits set out in Article 15.1 of the Management Regulations, the Sub-Fund may use all types of financial derivative instruments products traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instrument, such as but not limited to warrants, futures, options, swaps (including but not limited to total return swaps, contracts for difference, credit default swaps) and forwards on any eligible underlying, such as currencies (including non delivery forwards), interest rates, Transferable Securities, a diversified basket of Transferable

Securities, financial indices (including volatility indices) and UCIs/UCITS, at all times in compliance with the Grand-Ducal Regulation.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The value of debt securities may change significantly depending on economic and interest rates conditions as well as the credit worthiness of the issuers. Issuers of debt securities may fail to meet payments obligations or the credit rating of debt securities may be downgraded. These risks are typically increased for emerging markets and below investment grade debt securities.

Asset backed and mortgage backed securities may be highly illiquid, subject to adverse changes to interest rates and to the risk that the payment obligations relating to the underlying assets are not met.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

This Sub-Fund is a bond sub-fund which offers exposure primarily to investment grade Euro-denominated short duration debt securities. Therefore the Sub-Fund may be suitable for investors looking to make an asset allocation into the short duration bond sector and benefit from lower volatility associated with a lower interest rate duration when compared to longer maturity fixed income debt securities.

Investors should have an investment horizon of at least 1 to 3 years.

Benchmark

80% Bloomberg/EFFAS Bond Indices Euro Govt 1-3 Yr TR (EUG1TR Index); and
20% Euribor 3 months.

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund may bear some resemblance to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.

The Class B Institutional will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under "Procedures for Subscription, Conversion and Redemption" above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Initial subscriptions

The initial subscription period was from 19 to 29 November 2012 (before 16.00 hours Luxembourg time). Subscriptions were accepted at a price per Unit of Euro 100.- and with payment value date the Business Day following the end of the initial subscription period.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders is complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Class B Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

C) ANDBANK FUNDS FCP – Andbank Balanced

The objective of the Sub-Fund is to provide both long term capital growth and income by investing primarily in global companies and debt securities.

The Sub-Fund will hold between 30% and 80% of its assets (excluding cash and cash equivalents) in equity securities. In addition, the Sub-Fund will invest between 30% and 80% of its assets (excluding cash and cash equivalents) in debt securities.

The Sub-Fund may also invest up to 10% of its assets in units of UCITS and UCIs, including those managed or distributed by companies in the Andbank Group and other Sub-Funds of the Fund.

Cash and cash equivalents may be held on an ancillary basis.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other currencies. However some part of the assets of the Sub-Fund will be denominated in or hedged into Euro.

For hedging and efficient portfolio management purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The value of equity securities may go down as well as up in response to the performance of individual companies and general market conditions.

The value of debt securities may change significantly depending on economic and interest rates conditions as well as the credit worthiness of the issuers. Issuers of debt securities may fail to meet payments obligations or the credit rating of debt securities may be downgraded.

Emerging markets may be subject to increased political, regulatory and economic instability, less developed custody and settlement practices, poor transparency and greater financial risks.

Emerging markets securities may also be subject to higher volatility and lower liquidity than non-emerging markets securities.

Movements in currency exchange rates can adversely affect the return of the investors' investment. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

This Sub-Fund is a balanced Sub-Fund which invests in both equities and bonds. Therefore the Sub-Fund may be suitable for investors looking for a long term capital growth but are prepared to take a medium level of risk in order to achieve this.

Because of the volatility associated with equities, investors should have an investment horizon of at least 3 to 4 years.

Benchmark

50% Morgan Stanley Capital International (MSCI) World Index in Euro; and
50% Bloomberg/EFFAS Bond Indices Euro Govt 1-3 Yr TR (EUG1TR Index).

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund may bear some resemblance to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only
Class P denominated in Euro and intended for the sponsor of a pension plan.

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.

The Class P will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Initial subscriptions

The initial subscription period in the Class B Institutional was from 22 September to 7 October 2014 (before noon Luxembourg time). Subscriptions were accepted at a price per Unit of Euro 100.- and with payment value date 10 October 2014.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders is complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B Institutional and P intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

D) ANDBANK FUNDS FCP – BrightGate Global Income Fund

Investment Objective

The Investment Objective of the Sub-Fund is to provide a mid-term growth through an actively managed well–diversified portfolio of primarily fixed-income and fixed income related instruments with a global geographic and multi-sector focus.
The portfolio construction is based on a selection of securities made by the Investment Manager, who will conduct a comprehensive analysis prior the selection in order to detect those issuers with a high relative value and attractive risk/return profile.

Investment Policy

The Sub-Fund is mainly invested in bonds (including high yield bonds (up to 100% of the Sub-Fund net assets), fixed-rate or floating securities, zero-coupon bonds and treasury bonds) with no particular rating. However, depending on market conditions, investments may be focused on one country and/or one geographical area and/or one sector of economic activity and/or one currency only.
Moreover, the Sub-Fund may invest up to 10% of its net assets in equities and convertible bonds listed in regulated OECD countries markets.
The Sub-Fund may achieve also its investment objective indirectly, by investing through UCIs/UCITS, including ETFs, issued or dealt on the Eurozone and other international regulated markets. In any case, the Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.
The Sub-Fund may invest up to 20% of its net assets in structured securities such as asset backed securities ("ABS"), mortgage backed securities or collateralized obligations with a pay-off linked to the relevant markets rather than actually investing in the markets. The term ABS covers, among other securities, all securities resulting from so-called "securitization" activities (cash or synthetic). Securitization is the mechanism whereby specific financial assets are converted into securities that can be traded on the financial markets. There are three main types of ABS related to securitization, corresponding to specific asset categories: Traditional Asset Backed Securities, Mortgage Backed Securities and Collateralized Debt Obligations. The Investment Manager will select ABS generating the most predictable and secure flows of cash. In addition, the term ABS also covers securities which are not resulting from securitization activities, such as securities which are secured by assets, but whose cash flows do not necessarily derive from the cash flows of the underlying assets.

The Sub-Fund may use financial derivative instruments for hedging and for investment purposes. The types of derivatives may include, such as but not limited to futures, options, and forwards on any eligible underlying, such as currencies (including non-delivery forwards), interest rates, transferable securities, a diversified basket of Transferable Securities, financial indices (including volatility indices).

Notwithstanding the above provisions and if justified by the Investment Manager's expectations or exceptional market conditions, the Sub-Fund may invest up to 100% of its net assets in cash and cash equivalents such as (but not limited to) money market instruments, government bonds (and/or money market UCITS/UCI).
The aforementioned investment strategy corresponds for the investors with a high investment risk profile.

Risk Profile

Credit Risk- is the risk that the bond issuer may become unable to pay its obligations and default, or that the credit rating of an issuer be downgraded; which might adversely affect the Net Asset Value of the Sub-Fund. This will be the one of the main risks of the Sub-Fund as it will be investing mainly in more risky issuers.

Interest Rate Risk- is the risk that the value of securities held by the Sub-Fund may fall as a result of rising interest rates, adversely affecting the Net Asset Value per Unit.
Convertible bonds are subject to the credit, interest rates and market risks stated above associated with both debt and equity securities and to risks specific to convertible bonds. Convertible bonds may also be subject to lower liquidity than the underlying equity securities.

Asset backed and mortgage backed securities may be highly illiquid, subject to adverse changes to interest rates and to the risk that the payment obligations relating to the underlying assets are not met.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

The Sub-Fund may hold units of UCITS and UCIs that use financial derivative instruments. The value of financial derivative instruments can be volatile, as a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the UCITS or UCIs.

Manager Risk- is the risk that the management team makes a mistake when selecting securities causing the Sub-Fund to underperform.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

This Sub-Fund may not be appropriate for investors who plan to withdraw their money within a three year period.

Base Currency

Euro

Distribution policy

Accumulation

Investment Manager

The Management Company has appointed BrightGate Capital, SGIIC S.A. domiciled at C/Genova 11 4º Izqda 28023 Madrid as investment manager for the Sub-Fund (the "Investment Manager").

Net Asset Value

By derogation of the provisions under "Procedures for Subscription, Conversion and Redemption" above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Minimum Initial Investment

Euro 10,000.-.

Sales Charge

None

Redemption fee

None

E) ANDBANK FUNDS FCP – Andbank Flexible Allocation

Investment Objective

The objective of the Sub-Fund is to achieve a return in excess of cash with low volatility, by investing primarily in a portfolio of UCITS and other UCIs that invest across a range of asset classes globally, using financial derivative instruments where appropriate, and pursuing alternative investment strategies as the case may be.

Investment Policy

The Sub-Fund will invest primarily in units of UCITS and UCIs, and eligible Exchange Traded Funds ("ETFs"), including those managed or distributed by companies in the Andbank Group and other Sub-Funds of the Fund.

Such UCITS and UCIs will have exposure to a range of asset classes including, but not limited to, equity securities, debt securities (including below investment grade debt securities), convertible bonds, currencies and money market instruments. Some of the UCITS and UCIs will pursue alternative investment strategies and/or will invest in financial derivative instruments to achieve their investment objective. Issuers of the underlying investments may be located in any country, including emerging markets.

The Sub-Fund may invest, to a limited extent, directly in equity securities and debt securities. Cash and cash equivalents may also be held on an ancillary basis.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other currencies and currency exposure may be hedged.

For hedging and for investment purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions. The Sub-Fund may reach a maximum of 100% derivatives exposure (netted).

It should be noted that the investment in other UCITS and/or other UCIs may entail a duplication of certain fees and expenses. The aggregate management fees charged both to the Sub-Fund and to the target UCITS and/or UCIs may not exceed 5%.

If the Sub-Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by substantial direct or indirect holding, that management company or other company may not charge subscription or redemption fees on account of the Sub-Fund's investments in the units of such other UCITS and/or other UCIs.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The Sub-Fund will be subject to the risks associated with the underlying UCITS and UCIs in which it invests. The Sub-Fund may hold units of UCITS and UCIs which follow alternative investment strategies.

Return to investors will vary from year to year, depending on dividend income and capital returns generated by the underlying financial assets. Capital returns may be negative in some years and dividends are not guaranteed.

The value of individual debt securities may change significantly depending on economic and interest rates conditions as well as the credit worthiness of the issuers. Issuers of debt securities may fail to meet payments obligations or the credit rating of debt securities may be downgraded.

These risks are typically increased for emerging markets and below investment grade debt securities.

Convertible bonds are subject to the credit, interest rates and market risks stated above associated with both debt and equity securities and to risks specific to convertible bonds. Convertible bonds may also be subject to lower liquidity than the underlying equity securities.

Investments in securities engaged in the business of real estate may be subject to increased liquidity risk and price volatility due to changes in economic conditions and interest rates.

The Sub-Fund may hold units of UCITS and UCIs that use financial derivative instruments. The value of financial derivative instruments can be volatile, as a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the UCITS or UCIs.

Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund may be suitable for investors looking for returns in excess of cash with low volatility through exposure to a range of assets through a “fund of funds” structure.

Investors should have an investment horizon of 3 years.

Benchmark

European Overnight Index Average (Eonia) + 150 bps.

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund will be managed without reference to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only
Class E Hedged denominated in USD and intended for retail investors.
Class P denominated in Euro and intended for the sponsor of a pension plan.

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.

The Classes B Institutional, E Hedged and P will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under "Procedures for Subscription, Conversion and Redemption" above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders be complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B Institutional and P intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

F) ANDBANK FUNDS FCP – Andbank European Equities

Investment Objective

The Sub-Fund seeks to achieve long-term capital appreciation by actively managing a diversified portfolio of European equities. There is however no guarantee that this objective will be achieved.

Investment Policy

The Sub-Fund intends to achieve its objective mainly by the active management of a portfolio of eligible financial assets.

The Sub-Fund will invest principally in equity securities issued by companies domiciled in a European country or deriving a significant part of their revenues from European countries. There are no restrictions as to the market capitalization of the companies in which the Sub-Fund invests.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

For hedging and for investment purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions. In this context, the Sub-Fund may use listed futures on European equity indices. The Sub-Fund may reach a maximum of 100% derivatives exposure (netted).

Notwithstanding the above provisions and if justified by exceptional market conditions, the Sub-Fund may invest up to 100% of its net assets in cash and cash equivalents, term deposits, debt securities and money market instruments dealt in on a Regulated Market and whose maturity does not exceed 12 months, monetary UCITS and UCIs.

There is no restriction so as to the currency of these securities.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other currencies and currency exposure may be hedged.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

Return to investors will vary from year to year, depending on dividend income and capital returns generated by the underlying financial assets. Capital returns may be negative in some years and dividends are not guaranteed.

The value of individual securities may change significantly depending on economic conditions.

Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency

hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund targets informed investors who are advised to invest only part of their assets therein.
The Sub-Fund is intended for retail and institutional investors. The recommended investment horizon is approximately between 5 and 7 years.

Benchmark

The benchmark is “BAIF Open End European Equity Funds Domiciled in a Offshore Market” in Euro.

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund will be managed without reference to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only
Class C Classic denominated in USD and intended for retail investors
Class D Institutional denominated in USD and intended for institutional investors only
Class E Classic Hedged denominated in USD and intended for retail investors
Class F Institutional Hedged denominated in USD and intended for institutional investors only

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.
The minimum initial investment required in Class D Institutional is USD 1,000,000.-.
The minimum initial investment required in Class F Institutional is USD 1,000,000.-.

The Classes B Institutional, C Classic, D Institutional, E Classic Hedged and F Institutional Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders be complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B, D and F Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

G) ANDBANK FUNDS FCP – Andbank Credit

Investment Objective

The Sub-Fund aims to achieve income over the medium to long-term by investing principally in a selected portfolio of bonds and any types of debt and debt-related instruments issued by states, local governments, supranational, municipal and corporate issuers located in any countries, including emerging markets, and using financial derivative instruments where appropriate.

Investment Policy

The choice of investments will neither be limited by geographical area nor economic sector. However, depending on financial market conditions, a particular focus can be placed in a single country and/or in a single economic sector.

The total average duration will be dynamically managed and may vary depending on market conditions.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other major currencies, such as but not limited to USD, GBP, CHF. Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

The Sub-Fund may invest up to 20% of its net assets in structured securities such as asset backed securities ("ABS"), mortgage backed securities or collateralized obligations with a pay-off linked to the relevant markets rather than actually investing in the markets. The term ABS covers, among other securities, all securities resulting from so-called "securitization" activities (cash or synthetic). Securitization is the mechanism whereby specific financial assets are converted into securities that can be traded on the financial markets. There are three main types of ABS related to securitization, corresponding to specific asset categories: Traditional Asset Backed Securities, Mortgage Backed Securities and Collateralized Debt Obligations. The portfolio manager will select ABS generating the most predictable and secure flows of cash. In addition, the term ABS also covers securities which are not resulting from securitization activities, such as securities which are secured by assets, but whose cash flows do not necessarily derive from the cash flows of the underlying assets.

Deposits with credit institutions and money market UCITS and other UCIs may be held on an ancillary basis, including those managed or distributed by companies in the Andbank Group and other Sub-Funds of the Fund.

In pursuing its investment objective and for hedging purpose, within the limits set out in Article 15.1 of the Management Regulations, the Sub-Fund may use all types of financial derivative instruments products traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instrument, such as but not limited to warrants, futures, options, swaps (including but not limited to total return swaps, contracts for difference, credit default swaps) and forwards on any eligible underlying, such as currencies (including non delivery forwards), interest rates, Transferable Securities, a diversified basket of

Transferable Securities, financial indices (including volatility indices) and UCIs/UCITS, at all times in compliance with the Grand-Ducal Regulation. The Sub-Fund may reach a maximum of 100% derivatives exposure (netted); the Sub-Fund's global exposure shall consequently not exceed 200% of its total net assets.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

Return to investors will vary from year to year, depending on dividend income and capital returns generated by the underlying financial assets. Capital returns may be negative in some years and dividends are not guaranteed.

Asset backed and mortgage backed securities may be highly illiquid, subject to adverse changes to interest rates and to the risk that the payment obligations relating to the underlying assets are not met.

The value of individual securities may change significantly depending on economic conditions.

Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund targets informed investors who are advised to invest only part of their assets therein.
The Sub-Fund is intended for retail and institutional investors. The recommended investment horizon is approximately between 5 and 7 years.

Benchmark

The benchmark is Bloomberg EUR Investment Grade European Corporate Bond Index (BERC).
The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund will be managed without reference to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is Euro 150,000.-.

The Class B Institutional will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under "Procedures for Subscription, Conversion and Redemption" above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders be complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Class B Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

H) ANDBANK FUNDS FCP – Andbank Latin American

Investment Objective

The Sub-Fund seeks to achieve long-term capital appreciation while using the principle of risk-spreading and future potential growth, by investing in a broad spectrum of Latin American asset classes.

Investment Policy

The Sub-Fund will invest, in normal circumstances, at least 30% of its total net assets in equities issued by companies which are domiciled in Latin American countries, including American Depositary Receipts and American Depositary Shares (collectively, "ADRs") and Global Depositary Receipts and Global Depositary Shares (collectively, "GDRs") and other forms of depositary receipts. If the Sub-Fund invests in ADRs and/or GDRs, no associated derivatives will be incorporated to these instruments.

Additionally, the Sub-Fund will invest, in normal circumstances, up to 70% of its total assets (excluding cash and cash equivalents) in debt securities issued by companies which are domiciled in Latin American countries.

The Sub-Fund may also invest, in normal circumstances, up to 30% of its total assets (excluding cash and cash equivalents) in units of UCITS and UCIs, including those managed or distributed by companies in the Andbank Group and other Sub-Funds of the Fund.

Cash and cash equivalents may be held on an ancillary basis in all currencies in which investments are effected as well as in the currency of its respective Class, including US Treasury Bills. The Sub-Fund however may invest up to 100% of its total assets in the above mentioned assets where that proves to be justified by exceptional market conditions, such as extreme volatility or stress, or when it is deemed to be in the best interest of the Sub-Fund’s investors.

The Base Currency of the Sub-Fund is the USD but assets may be denominated in other major currencies, such as but not limited to Euro. Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The Sub-Fund will use financial derivative instruments, such as currency futures options and forwards in order to hedge against currency fluctuation risks associated with Classes of Units denominated in a currency other than the Base Currency of the Sub-Fund. While it is not the intention of the Sub-Fund, temporary over-hedging or under-hedging of a Class may arise due to factors outside the control of the Sub-Fund. However, the relevant hedged Class will be re-weighted on at least a monthly basis. In no event will over-hedged positions be carried forward.

In pursuing its investment objective and for hedging purpose, within the limits set out in Article 15.1 of the Management Regulations, the Sub-Fund may use all types of financial derivative instruments products traded on a Regulated Market and/or OTC, provided they are contracted with first class financial institutions specialized in this type of transactions. In particular, the Sub-Fund may take exposure through any financial derivative instrument, such as but not limited to futures, options and forwards on any eligible underlying, such as currencies (including non delivery

forwards), interest rates, Transferable Securities, a diversified basket of Transferable Securities, financial indices (including volatility indices) and UCIs/UCITS, at all times in compliance with the Grand-Ducal Regulation. The Sub-Fund may reach a maximum of 100% derivatives exposure (netted); the Sub-Fund's global exposure shall consequently not exceed 200% of its total net assets.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The value of equity securities may go down as well as up in response to the performance of individual companies and general market conditions.

The value of debt securities may change significantly depending on economic and interest rates conditions as well as the credit worthiness of the issuers. Issuers of debt securities may fail to meet payments obligations or the credit rating of debt securities may be downgraded.

Depositary receipts are securities that evidence ownership interests in a security or pool of securities that have been deposited with a "depositary." Depositary receipts may be sponsored or unsponsored and include American Depositary Receipts and American Depositary Shares (collectively, "ADRs") and Global Depositary Receipts and Global Depositary Shares (collectively, "GDRs") and other forms of depositary receipts. These securities may not necessarily be denominated in the same currency as the securities into which they may be converted. ADRs are typically issued by a United States bank or trust company which evidence ownership of underlying securities issued by a foreign corporation. GDRs are typically issued outside the United States by non-United States banks and trust companies that evidence ownership of either foreign or domestic securities. Depositary receipts may not necessarily be denominated in the same currency as the securities into which they may be converted and as such are exposed to the possible instability and the exchange rate risk of the currency the securities are denominated in. A depositary may establish an unsponsored facility without participation by the issuer of the deposited security. Holders of unsponsored depositary receipts generally bear all the costs of such facilities and the depositary of an unsponsored facility frequently is under no obligation to distribute shareholder communications received from the issuer of the deposited security or to pass through voting rights to the holders of such receipts in respect of the deposited securities. The instability or stability of the political system of the underlying issuer's country can affect the valuation of its securities and ultimately the value of the depositary receipt.

Emerging markets may be subject to increased political, regulatory and economic instability, less developed custody and settlement practices, poor transparency and greater financial risks.

Emerging markets securities may also be subject to higher volatility and lower liquidity than non-emerging markets securities.

Movements in currency exchange rates can adversely affect the return of the investors' investment. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the

value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund may be most appropriate for investors with a medium to long-term investment horizon, as losses may occur due to market fluctuations.

The Sub-Fund is intended for retail and institutional investors. The recommended investment horizon is approximately between 1 and 3 years.

Benchmark

70% Morgan Stanley Capital International (MSCI) EM Latin America Index; and
30% JP Morgan CEMBI Latam Index.

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund will be managed without reference to its benchmark.

Base Currency

USD

Classes of Units

Class A Classic denominated in USD and intended for retail investors
Class B Institutional denominated in USD and intended for institutional investors only
Class C Classic Hedged denominated in Euro and intended for retail investors
Class D Institutional Hedged denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is the equivalent in USD of Euro 1,000,000.-.
The minimum initial investment required in Class D Institutional Hedged is Euro 1,000,000.-.

The Classes B Institutional, C Classic Hedged and D Institutional Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or

directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund);
- any application for conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the fifth Business Day preceding the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions shall be made no later than 3 Business Days following the relevant Valuation Day. Payments for redemptions shall be made no later than 5 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders be complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B and D Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

I) ANDBANK FUNDS FCP – Andbank Iberian Equities

Investment Objective

The Sub-Fund seeks to achieve long-term capital appreciation by actively managing a diversified portfolio mainly made up of Spanish and Portuguese equities. There is however no guarantee that this objective will be achieved.

Investment Policy

The Sub-Fund intends to achieve its objective mainly by the active management of a portfolio of eligible financial assets.

The Sub-Fund will invest at least 80% of its assets in equities issued by companies domiciled in Spain or Portugal or which are listed on the official stock exchanges of such countries. In cases where market liquidity for such equities does not ensure optimal execution conditions, the Sub-Fund may exceptionally invest in other European markets where those equities may also be listed. There are no restrictions as to the market capitalization of the companies in which the Sub-Fund invests.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

For hedging and for investment purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations, the Sub-Fund may use all types of financial derivative instruments traded on a Regulated Market, whose underlying will be Iberian equity indices or stocks, and provided they are executed with first class financial institutions specialized in this type of transactions.

The Sub-Fund may use index-based financial derivative instruments that may reach till a maximum of 100% of the net value of the portfolio and within the conditions set out in Article 44 of the Law of 17 December 2010. These instruments may be used for different purposes including, but not limited to: (i) adjusting the Sub-Fund's market exposure to optimal levels while maintaining required cash balances; (ii) minimizing the likely negative impact of significant subscription or redemption orders while ensuring a more cost-efficient management of the portfolio in volatile market conditions or when the liquidity of underlying assets is limited or; (iii) substituting specific equity investments with market systematic exposure in market environments with high correlation among stocks and little opportunities for stock picking.

There is no restriction so as to the currency of these securities.

The Base Currency of the Sub-Fund is the Euro but assets may be denominated in other currencies and currency exposure may be hedged.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

Return to investors will vary from year to year, depending on dividend income and capital returns generated by the underlying financial assets. Capital returns may be negative in some years and dividends are not guaranteed.

The value of individual securities may change significantly depending on economic conditions.

Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund targets informed investors who are advised to invest only part of their assets therein.
The Sub-Fund is intended for retail and institutional investors. The recommended investment horizon is approximately between 5 and 7 years.

Benchmark

The benchmark is the IBEX-35 Index.

The benchmark is a point of reference against which the performance of the Sub-Fund may be measured. The Sub-Fund will be managed without reference to its benchmark.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Institutional denominated in Euro and intended for institutional investors only
Class C denominated in USD and intended for retail investors
Class D Institutional denominated in USD and intended for institutional investors only
Class E Hedged denominated in USD and intended for retail investors
Class F Hedged denominated in USD and intended for institutional investors only

The minimum initial investment required in Class B Institutional is Euro 1,000,000.-.
The minimum initial investment required in Class D Institutional is USD 1,000,000.-.
The minimum initial investment required in Class F Hedged is USD 1,000,000.-.

The Classes B Institutional, C; D Institutional, E Hedged and F Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders is complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B, D Institutional and F Hedged intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

J) ANDBANK FUNDS FCP – Andbank US Equities

Investment Objective

The Sub-Fund seeks to achieve long-term capital appreciation by actively managing a diversified portfolio of US equities. There is however no guarantee that this objective will be achieved.

Investment Policy

The Sub-Fund intends to achieve its objective mainly by the active management of a portfolio of eligible financial assets. The Sub-Fund will invest principally in equity securities issued by companies domiciled in United States of America. There are no restrictions as to the market capitalization of the companies in which the Sub-Fund invests.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

The Sub-Fund may enter in financial derivative instruments traded on a Regulated Market and/or OTC both for investment and/or hedging purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations. The Sub-Fund may invest through any financial derivative instrument, such as but not limited to warrants, futures, options, swaps (including but not limited to total return swaps, contracts for difference, credit default swaps) and forwards on any eligible underlying, such as currencies (including non-delivery forwards), interest rates, Transferable Securities, a diversified basket of Transferable Securities, financial indices (including volatility indices) and UCIs/UCITS, at all times in compliance with the Grand-Ducal Regulation.

Notwithstanding the above provisions and if justified by exceptional market conditions, the Sub-Fund may invest up to 100% of its net assets in cash and cash equivalents, term deposits, debt securities and money market instruments dealt in on a Regulated Market and whose maturity does not exceed 12 months, monetary UCITS and UCIs.

Risk Profile

The value of equity securities is subject to strong price fluctuations in response to the performance of individual companies and general market conditions.

There may be no active market in equity related securities and therefore investments in equity securities can be illiquid.

The investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. Movements in currency exchange rates can adversely affect the return of the investors' investment. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such

instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund is intended for retail and institutional investors.

Base Currency

USD

Classes of Units

Class A Classic denominated in USD and intended for retail investors
Class B Institutional denominated in USD and intended for institutional investors only
Class C Classic denominated in Euro and intended for retail investors
Class D Institutional denominated in Euro and intended for institutional investors only
Class E Classic Hedged denominated in Euro and intended for retail investors
Class F Institutional Hedged denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is USD 1,000,000.-.
The minimum initial investment required in Class D Institutional is Euro 1,000,000.-.
The minimum initial investment required in Class F Institutional is Euro 1,000,000.-.

The Classes A Classic C Classic, D Institutional, E Classic Hedged and F Institutional Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

A sales charge of maximum 2% of the applicable Net Asset Value may be levied in favor of the relevant sales agent.

Redemption fee

A redemption fee of maximum 2% of the applicable Net Asset Value may be levied in favor of the Sub-Fund provided that the principle of equal treatment of Unitholders is complied with.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B, D and F Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

K) ANDBANK FUNDS FCP – Andbank Emerging Markets Equities

Investment Objective

The Sub-Fund seeks to achieve long-term capital appreciation by essentially managing a diversified portfolio of equities traded on the main Regulated Markets of emerging and developing countries. There is however no guarantee that this objective will be achieved.

Investment Policy

The Sub-Fund aims to achieve its objective mainly by actively managing a portfolio of eligible financial assets. The Sub-Fund will invest essentially in equity securities issued by companies domiciled in emerging countries. The Sub-Fund shall be well diversified across emerging countries and focusing on investing in equities with lower volatility than the average expected volatility of emerging markets equities. There are no restrictions as to the sector, country or market capitalization of the companies in which the Sub-Fund invests.

The Sub-Fund shall not invest more than 10% of its assets in units of UCITS or other UCIs.

The Sub-Fund will not invest in mainland China.

The Sub-Fund may deal with financial derivative instruments traded on a Regulated Market and/or OTC both for investment and/or hedging purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations. The Sub-Fund may invest through any financial derivative instrument, such as but not limited to warrants, futures, options and forwards on any eligible underlying, such as currencies (including non-delivery forwards), interest rates, Transferable Securities, a diversified basket of Transferable Securities, financial indices (including volatility indices) and UCIs/UCITS, at all times in compliance with the Grand-Ducal Regulation.

Notwithstanding the above provisions and if justified by exceptional market conditions, the Sub-Fund may invest up to 100% of its net assets in cash and cash equivalents, term deposits, debt securities and money market instruments dealt in on a Regulated Market and whose maturity does not exceed 12 months.

The Base Currency of the Sub-Fund is the USD but assets may be denominated in other major currencies, such as but not limited to Euro, Taiwan Dollar, Hong Kong Dollar, S.A. Cent, South Korean Wong, Brazilian Real. There is no restriction as to the currency of these securities. Investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

Risk Profile

The value of equity securities is subject to strong price fluctuations in response to the performance of individual companies and general market conditions.

There may be no active market in equity related securities and therefore investments in equity securities can be illiquid.

The investments in securities denominated in currencies other than the Base Currency may be subject to adverse fluctuation in currency exchange rates. Movements in currency exchange rates can adversely affect the return of the investors' investment. The currency hedging that may be used to minimize the effect of currency fluctuations may not always be successful.

Emerging markets may be subject to increased political, regulatory and economic instability, less developed custody and settlement practices, poor transparency and greater financial risks.

Emerging markets securities may also be subject to higher volatility and lower liquidity than non-emerging markets securities.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund is intended for retail and institutional investors.

Base Currency

USD

Classes of Units

Class A Classic denominated in USD and intended for retail investors
Class B Institutional denominated in USD and intended for institutional investors only
Class C Classic denominated in Euro and intended for retail investors
Class D Institutional denominated in Euro and intended for institutional investors only
Class E Classic Hedged denominated in Euro and intended for retail investors
Class F Institutional Hedged denominated in Euro and intended for institutional investors only

The minimum initial investment required in Class B Institutional is the equivalent in USD of Euro 1,000,000.-.
The minimum initial investment required in Class D Institutional is Euro 1,000,000.-.
The minimum initial investment required in Class F Institutional is Euro 1,000,000.-.

The Classes B Institutional, D Institutional, E Classic Hedged and F Institutional Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under "Procedures for Subscription, Conversion and Redemption" above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;
- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

No sales charge will be applicable.

Redemption fee

No redemption fee will be applicable.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes B, D and F Institutional intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

L) ANDBANK FUNDS FCP – Andbank Alternative Selection

Investment Objective

The investment objective of the Sub-Fund is to achieve absolute returns with a low volatility. There is however no guarantee that this objective will be achieved.

Investment Policy

The Sub-Fund aims to achieve its objective by managing a portfolio of eligible financial assets, including UCITS/UCIs, with a focus on strategic allocation using a combination of a top down approach (diversification among strategies) and a bottom up approach (selection of underlying funds). The selection of the UCITS/UCIs will be made through an internal model pursuing alternative strategies.

The Sub-Fund will invest essentially in UCITS and/or other UCIs with a focus on alternative strategies or an active management approach.

The Sub-Fund may deal with financial derivative instruments traded on a Regulated Market and/or OTC both for investment and/or hedging purposes, within the limits set out in Article 15.1 of the Management Regulations and the applicable regulations. The Sub-Fund may invest through any financial derivative instrument, such as but not limited to warrants, futures, options, swaps (including but not limited to total return swaps, contracts for difference, credit default swaps) and forwards on any eligible underlying, such as currencies (including non delivery forwards), interest rates, Transferable Securities, a diversified basket of Transferable Securities, financial indices (including volatility indices) and UCITS/UCIs.

It should be noted that the investment in other UCITS and/or other UCIs may entail a duplication of certain fees and expenses. The aggregate management fees charged both to the Sub-Fund and to the target UCITS and/or UCIs may not exceed 5%.

If the Sub-Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by substantial direct or indirect holding, that management company or other company may not charge subscription or redemption fees on account of the Sub-Fund's investments in the units of such other UCITS and/or other UCIs.

Notwithstanding the above provisions and if justified by the investment manager's expectations or exceptional market conditions, the Sub-Fund may invest exclusively its net assets in cash and cash equivalents, term deposits, debt securities and money market instruments dealt in on a Regulated Market and whose maturity does not exceed 12 months.

Risk Profile

The value of the investors' investments in the Sub-Fund may fall as well as rise and investors may get back less than the amount originally invested.

The Sub-Fund will be subject to the risks associated with the underlying UCITS and UCIs in which it invests. The Sub-Fund may hold units of UCITS and UCIs which follow alternative investment strategies.

Return to investors will vary from year to year, depending on dividend income and capital returns generated by the underlying financial assets. Capital returns may be negative in some years and dividends are not guaranteed.

The Sub-Fund may hold units of UCITS and UCIs that use financial derivative instruments. The value of financial derivative instruments can be volatile, as a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the UCITS or UCIs.

The value of financial derivative instruments can be volatile. This is because a small movement in the value of the underlying asset can cause a large movement in the value of the financial derivative instrument and therefore, investments in such instruments may result in losses in excess of the amount invested by the Sub-Fund.

Risk Management

The method retained by the Management Company for the determination of the global risk exposure of the Sub-Fund is the commitment approach.

Typical Investor's Profile

The Sub-Fund is intended for retail investors.

Base Currency

Euro

Classes of Units

Class A Classic denominated in Euro and intended for retail investors
Class B Classic denominated in Euro and intended for retail investors
Class C Classic denominated in USD and intended for retail investors
Class D Classic denominated in USD and intended for institutional investors only
Class E Hedged denominated in USD and intended for retail investors
Class F Hedged denominated in USD and intended for institutional investors only

The minimum initial investment required in Class B Classic is Euro 1,000,000.-.
The minimum initial investment required in Class D Classic is USD 1,000,000.-.
The minimum initial investment required in Class F Hedged is USD 1,000,000.-.

The Classes B Classic, C Classic, D Classic, E Hedged and F Hedged will be launched by the Management Company at a later stage when it deems it opportune.

Net Asset Value

By derogation of the provisions under “Procedures for Subscription, Conversion and Redemption” above:

- the Valuation Day of the Sub-Fund is each Business Day. As of such Valuation Day, the Net Asset Value per Unit is determined by reference to the last available prices of the underlying assets of the relevant Class within the Sub-Fund;

- any application for subscription, conversion or redemption must be received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agents (if any) or directly from the subscriber) prior to noon at the latest on the relevant Valuation Day (being the cut-off time for the Sub-Fund).

All subscriptions, conversions or redemptions will be handled on the basis of an unknown Net Asset Value.

Applications for the Sub-Fund received after the relevant cut-off time shall be deemed to have been received in respect of the next following Valuation Day.

Payments for subscriptions and redemptions shall be made no later than 3 Business Days following the relevant Valuation Day.

Sales Charge

No sales charge will be applicable.

Redemption fee

No redemption fee will be applicable.

Luxembourg Tax Considerations

The Sub-Fund is liable in Luxembourg to a tax of (in principle) 0.05% per annum of its Net Asset Value, such tax being payable quarterly on the basis of the Net Asset Value of the Sub-Fund at the end of the relevant quarter. This tax is reduced to 0.01% per annum of its Net Asset Value allocated to the Classes D Classic and F Hedged intended for institutional investors only. The portion of assets which are invested in units of UCITS and UCIs shall be exempt from such tax as far as those UCITS and UCIs are already submitted to this tax in Luxembourg.

APPENDIX II: MANAGEMENT FEE, PERFORMANCE FEE AND DISTRIBUTION FEE

The Management Company, in consideration for the services rendered to the Sub-Funds is entitled to receive out of the assets of each Sub-Fund (or the relevant Class, if applicable), a management fee, a performance fee and a distribution fee, as the case may be.

Management Fee

The management fee is calculated and accrued in respect of each Valuation Day and is payable quarterly in arrears on the basis of the average Net Asset Value of the relevant Class within the relevant Sub-Funds, as follows:

- 0.112% p.a. for ANDBANK FUNDS FCP – Andbank Short Term Class A EUR
- 0.08% p.a. for ANDBANK FUNDS FCP – Andbank Short Term Class B EUR

- 0.15% p.a. for ANDBANK FUNDS FCP – Medicompte Euro Short Term Class A
- 0.09% p.a. for ANDBANK FUNDS FCP – Medicompte Euro Short Term Class B

- 0.38% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class A
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class B
- 0.10% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class P

- 0.20% up to EUR 25 million p.a. for ANDBANK FUNDS FCP – BrightGate Global Income Fund

- 0.15% over EUR 25 million p.a. for ANDBANK FUNDS FCP – BrightGate Global Income Fund

- 0.28% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class A
- 0.14% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class B
- 0.28% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class E
- 0.14% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class P

- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class A
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class B
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class C
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class D
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class E
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class F

- 0.20% p.a. for ANDBANK FUNDS FCP – Andbank Credit Class A
- 0.18% p.a. for ANDBANK FUNDS FCP – Andbank Credit Class B

- 0.35% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class A
- 0.15% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class B
- 0.35% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class C
- 0.15% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class D

- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class A
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class B

- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class C
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class D
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class E
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class F

- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class A
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class B
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class C
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class D
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class E
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class F

- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class A
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class B
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class C
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class D
- 0.50% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class E
- 0.26% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class F

- 0.33% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class A
- 0.11% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class B
- 0.33% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class C
- 0.11% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class D
- 0.33% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class E
- 0.11% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class F

This management fee will be payable whether or not the management of the relevant Sub-Fund is profitable.

Investment Management Fee

The Investment Manager of the Sub-Fund ANDBANK FUNDS FCP - BrightGate Global Income Fund, in consideration for the services rendered to this Sub-Fund, is entitled to receive out of the assets of this Sub-Fund an investment management fee.

The investment management fee is calculated and accrued in respect of each Valuation Day and is payable quarterly in arrears on the basis of the average Net Asset Value of the Sub-Fund, as follows:
- 0.85% p.a. after one of the above criteria is met and afterwards.

Warning

When a Sub-Fund invests a substantial proportion of its assets in UCITS and other UCIs, the management fee that may be charged both to the Sub-Fund itself and to the other UCITS and/or other UCIs in which it intends to invest, shall not exceed 5% of the relevant net assets under management.

Performance Fees

ANDBANK FUNDS FCP – Medicompte Euro Short Term

The Management Company may receive for the Andbank Funds FCP - Medicompte Euro Short Term a performance fee, paid annually, based on the net asset value (NAV), equivalent to 9% of the positive excess of the net return of the Sub-Fund over the Euribor 3 months. Should the Euribor 3 months be negative, the performance will be computed from zero. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of each annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Balanced

The Management Company may receive for the Andbank Funds FCP – Balanced a performance fee, paid annually, based on the net asset value (NAV), equivalent to 9% of the positive annual return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Flexible Allocation

The Management Company may receive for the ANDBANK FUNDS FCP – Andbank Flexible Allocation Sub-Fund a performance fee, paid quarterly, based on the net asset value (NAV), equivalent to 9% of the positive quarterly return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The net return of the relevant Sub-Fund corresponds to the quarterly performance of the NAV per Unit relative to the Reference NAV (as defined hereafter).

The performance fee is calculated on the basis of the NAV after deduction of all expenses, liabilities, and management fees (but not performance fee), and is adjusted to take account of all subscriptions and redemptions.

The performance fee is equal to the excess of performance of the NAV per Unit multiplied by the number of Units in circulation during the calculation period. No performance fee will be due if the NAV per Unit before performance fee turns out to be below the Reference NAV for the calculation period in question.

During the first quarter of the calendar year, the Reference NAV is equal to the last NAV per Unit after deduction of performance fee during the previous calendar year.

During the 3 other quarters of the year, the Reference NAV is defined as the latest NAV per Unit after deduction of performance fee during the previous calculation period.

Provision will be made for this performance fee in respect of each Valuation Day. If the NAV per Unit decreases during the calculation period, the provisions made in respect of the performance fee will be reduced accordingly. If these provisions fall to zero, no performance fee will be payable. The first performance fee calculation period will begin at the end of the initial subscription period and terminate at the end of the quarter.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

Performance fees are payable within 15 Business Days following the quarter end.
The formula for the calculation of the performance fee is as follows:

F	=	0 If [(B / E – 1)] <= 0
F	=	[(B / E – 1)] * E * C * A If [(B / E – 1)] > 0
The new Reference NAV	=	D=latest NAV per Unit after deduction of performance fee during the previous calculation period
Number of Units outstanding	=	A
NAV per Unit before performance	=	B
Performance fee rate (9%)	=	C
NAV per Unit after performance	=	D
Reference NAV	=	E

ANDBANK FUNDS FCP – Andbank European Equities

The Management Company may receive for the Andbank Funds FCP - Andbank European Equities a performance fee, paid annually, based on the net asset value (NAV), equivalent to 10% of the positive annual return of the Sub-Fund.
The performance fee calculation will also take into account crystallisation.
The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Latin American

The Management Company may receive for the Andbank Funds FCP - Andbank Latin American a performance fee, paid annually, based on the net asset value (NAV), equivalent to 10% of the positive annual return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for

subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Iberian Equities

The Management Company may receive for the Andbank Funds FCP - Andbank Iberian Equities a performance fee, paid annually, based on the net asset value (NAV), equivalent to 10% of the positive annual return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank US Equities

The Management Company may receive for the Andbank Funds FCP - Andbank US Equities a performance fee, paid annually, based on the net asset value (NAV), equivalent to 10% of the positive annual return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Emerging Markets Equities

The Management Company may receive for the Andbank Funds FCP - Andbank Emerging Markets Equities a performance fee, paid annually, based on the net asset value (NAV), equivalent to 10% of the positive annual return of the Sub-Fund. The performance fee calculation will also take into account crystallisation.

The Performance Fee is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

ANDBANK FUNDS FCP – Andbank Alternative Selection

The Management Company may receive for the Andbank Funds FCP - Andbank Alternative Selection a performance fee, paid annually, based on the net asset value (NAV), equivalent to 9% of the positive excess of the net return of the Sub-Fund over the Euribor 3 months + 200 bps. Should the Euribor 3 months be negative, the performance will be computed from 200 bps. The performance fee calculation will also take into account crystallisation.

The Performance Fee for the Andbank Funds FCP - Andbank Alternative Selection Sub-Fund is calculated in respect of each accounting year (the "Performance Period"), i.e. from 1st of January to 31st of December each year. The first performance period for the Sub-Fund begins on the date on March 27, 2017.

The Performance Fee is calculated and accrued at each Net Asset Value calculation on the basis of the gross assets determined on each Valuation Day after deducting all expenses, the management fee (but not the performance fee) and adjusting for subscriptions, redemptions and conversions (if applicable) on the relevant Valuation Day so that these will not affect the Performance Fee payable.

Should the last Business Day of the relevant Performance Period not be a Valuation Day, the Sub-Fund will calculate a special Net Asset Value on that Business Day in accordance with the provisions set out in Article 16 of the Management Regulations but for the sole purposes of calculating and accruing the Performance Fee for the relevant Performance Period.

No requests for subscriptions, redemptions or conversions will be accepted on the basis of the special Net Asset Value, excepted if the last Business Day of the relevant Performance Period is a Valuation Day.

The Performance Fee is payable annually in arrears as at the end of an annual Performance Period.

Crystallisation of the performance fee occurs on the last valuation of each Performance Period. Any performance fee due is payable out of the sub-fund to the Management Company in arrears after the end of the Performance Period. Accordingly, once the performance fee has crystallised, no refund will be made in respect of any performance fee paid out at that point in subsequent Performance Periods.
If there is a net redemption and/or conversion of Shares at any Valuation Day before the end of the Performance Period, any accrued performance fee with respect to such redeemed Shares will crystallise on that valuation and will then become payable to the Management Company.

Distribution Fee

The distribution fee is calculated and accrued in respect of each Valuation Day and is payable quarterly in arrears on the basis of the average Net Asset Value of the relevant Sub-Fund, as follows:

- 0.448% p.a. for ANDBANK FUNDS FCP – Andbank Short Term Class A EUR
- 0.32% p.a. for ANDBANK FUNDS FCP – Andbank Short Term Class B EUR

- 0.60% p.a. for ANDBANK FUNDS FCP – Medicompte Euro Short Term Class A
- 0.36% p.a. for ANDBANK FUNDS FCP – Medicompte Euro Short Term Class B

- 1.52% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class A
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class B
- 0.40% p.a. for ANDBANK FUNDS FCP – Andbank Balanced Class P

- 1.12% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class A
- 0.56% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class B
- 1.12% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class E
- 0.56% p.a. for ANDBANK FUNDS FCP – Andbank Flexible Allocation Class P

- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class A
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class B
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class C
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class D

- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class E
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank European Equities Class F

- 0.80% p.a. for ANDBANK FUNDS FCP – Andbank Credit Class A
- 0.72% p.a. for ANDBANK FUNDS FCP – Andbank Credit Class B

- 1.40% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class A
- 0.60% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class B
- 1.40% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class C
- 0.60% p.a. for ANDBANK FUNDS FCP – Andbank Latin American Class D

- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class A
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class B
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class C
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class D
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class E
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Iberian Equities Class F

- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class A
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class B
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class C
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class D
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class E
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank US Equities Class F

- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class A
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class B
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class C
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class D
- 2.00% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class E
- 1.04% p.a. for ANDBANK FUNDS FCP – Andbank Emerging Markets Equities Class F

- 1.32% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class A
- 0.44% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class B
- 1.32% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class C
- 0.44% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class D
- 1.32% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class E
- 0.44% p.a. for ANDBANK FUNDS FCP – Andbank Alternative Selection Class F

MANAGEMENT REGULATIONS

TABLE OF CONTENTS

1) THE FUND 92
2) THE MANAGEMENT COMPANY 92
3) INVESTMENT OBJECTIVES AND POLICIES 93
4) SUB-FUNDS AND CLASSES OF UNITS 93
5) THE UNITS 94
5.1. The Unitholders 94
5.2. Base Currency 94
5.3. Form, Ownership and Transfer of Units 94
5.4. Exercise of Unitholders' rights 95
5.5. Restrictions on Subscription and Ownership 95
6) ISSUE AND REDEMPTION OF UNITS 96
6.1. Issue of Units 96
6.2. Redemption of Units 98
7) CONVERSION 99
8) CHARGES OF THE FUND 100
9) ACCOUNTING YEAR; AUDIT 102
10) PUBLICATIONS 102
11) THE CUSTODIAN 103
12) THE ADMINISTRATOR 104
13) THE REGISTRAR AND TRANSFER AGENT 104
14) THE DISTRIBUTOR 104
15) INVESTMENT RESTRICTIONS, TECHNIQUES AND INSTRUMENTS 105
15.1. Investment Restrictions 105
15.2. Special Investment and Hedging Techniques and Instruments ... 113
16) DETERMINATION OF THE NET ASSET VALUE PER UNIT 120
16.1. Frequency of Calculation 120
16.2. Calculation 121
16.3. Suspension of Calculation 121
16.4. Valuation of the Assets 122
17) INCOME ALLOCATION POLICIES 125
18) AMENDMENTS TO THE MANAGEMENT REGULATIONS 126
19) DURATION AND LIQUIDATION OF THE FUND OR OF ANY SUB-FUND OR CLASS OF UNITS 126
20) MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER UCI 127
21) APPLICABLE LAW; JURISDICTION; LANGUAGE 128

1) THE FUND

ANDBANK FUNDS FCP (the "Fund") was created on February 15, 2010 under the name of Andbanc Investments FCP as an undertaking for collective investment governed by the laws of the Grand Duchy of Luxembourg. The Fund is organised under Part I of the law of 17 December 2010 concerning undertakings for collective investment, as may be amended from time to time (the “Law of 17 December 2010”), in the form of an open-ended common fund ("*fonds commun de placement*"), as an unincorporated co-ownership of Transferable Securities and other assets permitted by law. Pursuant to a decision of the Management Company effective on October 18, 2010, the Fund changed its name from Andbanc Investments FCP into ASTRA. Pursuant to a decision of the Management Company effective on June 16, 2014, the Fund further changed its name from ASTRA into ANDBANK FUNDS FCP.

The Fund shall consist of different sub-funds (the “Sub-Funds”) to be created pursuant to Article 4 hereof.

The assets of each Sub-Fund are solely and exclusively managed in the interest of the co-owners of the relevant Sub-Fund (the "Unitholders") by Andbank Asset Management Luxembourg, the Management Company, a company incorporated under the laws of the Grand Duchy of Luxembourg, belonging to Andbank Luxembourg and having its registered office in Luxembourg.

The assets of the Fund are held in custody by Citibank Europe plc, Luxembourg Branch (the "Depositary"). The assets of the Fund are segregated from those of the Management Company.

By purchasing units (the "Units") of one or more Sub-Funds any Unitholder fully approves and accepts these management regulations (the "Management Regulations") which determine the contractual relationship between the Unitholders, the Management Company and the Depositary. The Management Regulations and any future amendments thereto shall be lodged with the Registry of the District Court and a publication of such deposit will be made in the "*Mémorial C, Recueil des Sociétés et Associations*" (the "Mémorial") recently renamed Recueil Electronique des Sociétés et Associations (“RESA”). These documents may be inspected on the Registry of the District Court of Luxembourg website at www.rcsl.lu.

2) THE MANAGEMENT COMPANY

Andbank Asset Management Luxembourg is the Management Company of the Fund. The Management Company is organised in the form of a public limited company ("*société anonyme*") under chapter 15 of the Law of 17 December 2010 and has its registered office in Luxembourg City.

The Management Company manages the assets of the Fund in compliance with the Management Regulations in its own name, but for the sole benefit of the Unitholders of the Fund.

The Management Company shall determine the investment policy of the Sub-Funds within the objectives set forth in Article 3 and the restrictions set forth in Article 15 hereof.

The Management Company shall have the broadest powers to administer and manage each Sub-Fund within the restrictions set forth in Article 15 hereof, including

but not limited to the purchase, sale, subscription, exchange and receipt of securities and other assets permitted by law and the exercise of all rights attached directly or indirectly to the assets of the Fund.

3) INVESTMENT OBJECTIVES AND POLICIES

The objective of the Fund is to provide investors with a broad participation in several specific capital markets of the world through a set of Sub-Funds as provided for in the prospectus of the Fund (the “Prospectus”).

Each Sub-Fund’s objective is to aim at a performance superior to that of the market as a whole in which it invests, while containing volatility of performance and while respecting the principle of risk diversification.

Investors are given the opportunity to invest in one or more Sub-Funds and thus determine their own preferred exposure on a region by region and/or asset class by asset class basis.

The specific investment policies and restrictions applicable to any particular Sub-Fund shall be determined by the Management Company and disclosed in the Prospectus.

4) SUB-FUNDS AND CLASSES OF UNITS

For each Sub-Fund, a separate portfolio of investments and assets will be maintained. The different portfolios will be separately invested in accordance with the investment objectives and policies as described in Article 3 hereof.

Within a Sub-Fund, classes of Units (“Classes”) may be defined from time to time by the Management Company so as to correspond to (i) a specific distribution policy, such as entitling to distributions or not entitling to distributions and/or (ii) a specific sales and redemption charge structure and/or (iii) a specific management or advisory fee structure and/or (iv) different distribution, Unitholder servicing or other fees, and/or (v) the currency or currency unit in which the Class may be quoted (the "Pricing Currency") and based on the rate of exchange of the same valuation day (the “Valuation Day”) between such currency or currency unit and the Base Currency of the relevant Sub-Fund and/or (vi) the use of different hedging techniques in order to protect in the Base Currency of the relevant Sub-Fund the assets and return quoted in the currency of the relevant Class against long-term movements of their currency and/or (vii) specific jurisdictions where the Units are sold and/or (viii) specific distributions channels and/or (ix) different types of targeted investors and/or (x) specific protection against certain currency fluctuations and/or (xi) such other features as may be determined by the Management Company from time to time in compliance with applicable laws and regulations.

Within a Sub-Fund, all Units of the same Class have equal rights and privileges.

The Management Company may at its discretion, resolve to divide or consolidate any Class.

Details regarding the rights and other characteristics attributable to the relevant Classes, if any, shall be disclosed in the Prospectus.

5) THE UNITS

5.1. The Unitholders

Except as set forth in Article 5.5 hereinafter, any natural or legal person may be a Unitholder and own one or more Units of any Class, if any, within each Sub-Fund on payment of the applicable subscription or acquisition price.

Each Unit is indivisible with respect of the rights conferred to it. In their dealings with the Management Company or the Depositary, the co-owners or disputants of Units, as well as the bare owners and the usufructuaries of Units, may either choose (i) that each of them may individually give instructions in relation to their Units provided that no orders will be processed in respect of any Valuation Day when contradictory instructions are given or (ii) that each of them must jointly give all instructions in relation to the Units provided however that no orders will be processed unless all co-owners, disputants, bare owners and usufructuaries have confirmed the order (all owners must sign instructions). The Registrar and Transfer Agent will be responsible for ensuring that the exercise of rights attached to the Units is suspended when contradictory individual instructions are given or when all co-owners have not signed instructions.

Neither the Unitholders nor their heirs or successors may request the liquidation or the sharing-out of the Fund and shall have no rights with respect to the representation and management of the Fund and their death, incapacity, failure or insolvency shall have no effect on the existence of the Fund.

No general meetings of Unitholders shall be held and no voting rights shall be attached to the Units.

5.2. Base Currency

The Units in any Sub-Fund shall be issued without par value in such currency as determined by the Management Company and disclosed in the Prospectus (the "Base Currency").

The assets and liabilities of each Sub-Fund are valued in its Base Currency.

The combined accounts of the Fund will be maintained in Euro.

If and to the extent Classes are issued in any Sub-Fund, such Units will consequently be issued without par value in such currency as determined by the Management Company and which will then be disclosed in the Prospectus.

5.3. Form, Ownership and Transfer of Units

Units in any Sub-Fund are issued in registered form only.

The inscription of the Unitholder's name in the Unitholders' register evidences his or her right of ownership of such Units. Unitholders will receive a written confirmation that their names have been recorded in the Unitholders' register. They will not receive a certificate unless they have expressly requested that a certificate evidencing their Units be issued to them.

Fractions of registered Units may be issued up to three decimals, whether resulting from subscription or conversion of Units.

Title to Units is transferred by the inscription of the name of the transferee in the register of Unitholders upon delivery to the Management Company of a transfer document, duly completed and executed by the transferor and the transferee, where applicable.

5.4. Exercise of Unitholders' rights

The investors' attention is drawn to the fact that any investor will only be able to fully exercise his investor rights directly against the Fund if the investor is registered himself and in his own name in the Unitholders' register. In cases where an investor invests in the Fund through an intermediary (such as the Distributor or an Agent) 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 unitholders rights directly against the Fund. Investors are advised to take advice on their rights.

5.5. Restrictions on Subscription and Ownership

The Management Company may, at any time and at its discretion, temporarily discontinue, terminate or limit the issue of Units to persons or corporate bodies resident or established in certain countries or territories.

The Management Company may also restrict or prevent the ownership of Units in the Fund by any person, firm or corporate body,
a) if in the opinion of the Management Company such holding may be detrimental to the Fund,
b) if it may result in a breach of any law or regulation, whether Luxembourg or foreign, or
c) if as a result thereof the Fund may be exposed to tax disadvantages (including but not limited to any tax liability deriving from FATCA (Foreign Account Tax Compliance Act)) or other financial disadvantages that it would not have otherwise incurred (such person, firm or corporate body are defined herein as Restricted Persons).
Restricted Persons as defined in the Management Regulations are neither persons who subscribe Units for the duration of their unitholding in connection with the formation of the Fund nor securities dealers who subscribe Units in the Fund for distribution.

The Management Company may further decline to register a transfer of Units:
(a) if in the opinion of the Management Company, the transfer may be unlawful or may result or be likely to result in any adverse regulatory, tax or fiscal consequences to the Fund or its Unitholders; or
(b) if the transferee is a US Person (as defined in the Prospectus) or is acting for or on behalf of a US Person; or
(c) if the transferee is a Restricted Person or is acting for or on behalf of a Restricted Person; or
(d) in relation to Classes reserved for subscription by institutional investors, if the transferee is not an institutional investor; or
(e) in circumstances where an investor engages in market trading or late trading activities.

In addition, the Management Company may direct the Registrar and Transfer Agent of the Fund to:

(a) reject any application for Units;

(b) redeem at any time Units held by Unitholders who are excluded from purchasing or holding such Units.

In the event that the Management Company gives notice of a compulsory redemption for any of the reasons set forth above to a Unitholder, such Unitholder shall cease to be entitled to the Units specified in the redemption notice immediately after the close of business on the date specified therein.

6) ISSUE AND REDEMPTION OF UNITS

6.1. Issue of Units

After the initial offering date or period of the Units in a particular Sub-Fund, Units may be issued by the Management Company on a continuous basis in such Sub-Fund.

The Management Company will act as Distributor and may in such capacity appoint one or several local placement agents or other processing agents as its agents (individually referred to as an "Agent" and collectively referred to as the "Agents") for the placement of the Units and for connected processing services and foresee different operational procedures (for subscriptions, conversions and redemptions) depending on the Agent appointed. The Management Company will entrust them with such duties and pay them such fees as shall be disclosed in the Prospectus.

The Management Company may impose restrictions on the frequency at which Units shall be issued in any Class, if any, of any relevant Sub-Fund; the Management Company may, in particular, decide that Units of any Class in any relevant Sub-Fund shall only be issued during one or more offering periods or at such other periodicity as provided for in the Prospectus.

In each Sub-Fund, Units shall be issued on such business days (each a "Business Day") designated by the Management Company to be a Valuation Day for the relevant Sub-Fund, subject to the right of the Management Company to discontinue temporarily such issue as provided in Article 16.3 hereof. Whenever used herein, the term "Business Day" shall mean a full day on which banks and the stock exchanges are open for business in Luxembourg City.

The dealing price per Unit will be the Net Asset Value per Unit of the relevant Class (if any) within the relevant Sub-Fund as determined in accordance with the provisions of Article 16 hereof as of the Valuation Day in respect of which the application for subscription of Units is received by the Registrar and Transfer Agent, increased by a sales charge (if applicable) representing a percentage of such Net Asset Value and as further described for each Sub-Fund in the Prospectus, subject to the laws, regulations, stock exchange rules or banking practices in a country where a subscription is made, taxes or costs may be charged additionally.

Investors may be required to complete a purchase application for Units or other documentation satisfactory to the Fund, the Distributor or its Agent(s) (if any) specifying the amount of the contemplated investment. Application forms are available from the Registrar and Transfer Agent, the Distributor or its Agent(s). For subsequent subscriptions, instructions may be given by swift or fax.

Payments shall in principle be made not later than three (3) Business Days after the relevant Valuation Day in the currency of the relevant Sub-Fund or in any other

currency specified by the investor (subject to prior approval of the Management Company and in which case the cost of any currency conversion shall be borne by the investor and the rate of such conversion will be that of the relevant Valuation Day). Failing this payment, applications will be considered as cancelled, except for subscriptions made through an Agent for which the payments may have to be received within a different timeframe, in which case the Agent will inform the relevant investor of the procedure relevant to that investor. A shorter timeframe could be applicable to some Sub-Funds as more fully described in the Prospectus.

Payment should be made by money transfer net of all bank charges (*i.e.* at the investor's expenses).

The Management Company will not issue Units as of a particular Valuation Day unless the application for subscription of such Units has been received by the Registrar and Transfer Agent (on behalf of the Management Company from the Agent(s) (if any) or directly from the subscriber) at any time before the applicable cut-off time for the relevant Valuation Day, otherwise such application shall be deemed to have been received in respect of the next following Valuation Day.

However different time limits may apply if subscriptions of Units are made through an Agent, provided that the principle of equal treatment of Unitholders be complied with. In such cases, the Agent will inform the relevant investor of the procedure relevant to such investor.

Applications for subscription, redemption or conversion through the Distributor or its Agent(s) may not be made on days where the Distributor or its Agent(s), if any, are not open for business.

The Management Company may agree to issue Units as consideration for a contribution in kind of securities, in accordance with applicable laws and regulations and in compliance with the conditions set forth by the Management Company, in particular the obligation to deliver a valuation report from the independent auditors of the Fund ("*réviseur d'entreprises agréé*") which shall be available for inspection, and provided that such securities comply with the investment objectives and policy of the relevant Sub-Fund described in the Prospectus for the Units of the Fund. Any costs incurred in connection with a contribution in kind of securities shall be borne by the relevant Unitholders.

When an order is placed by an investor with the Distributor or its Agent(s) (if any), the latter may be required to forward the order to the Registrar and Transfer Agent on the same day, provided the order is received by the Distributor or its Agent(s) (if any) before such time of a day as may from time to time be established in the office in which the order is placed. None of the Distributor or its Agent(s) are permitted to withhold placing orders whether with aim of benefiting from a price change or otherwise.

Subscription requests made in accordance with the foregoing procedure shall be irrevocable, except that a Unitholder may revoke such request in the event that it cannot be honoured for any of the reasons specified in Article 16.3 hereof.

To the extent that a subscription does not result in the acquisition of a full number of Units, fractions of registered Units may be issued up to three decimals.

6.2. Redemption of Units

Except as provided in Article 16.3 hereof, Unitholders may at any time request redemption of their Units.

Redemptions will be made at the dealing price per Unit of the relevant Class, if any, within the relevant Sub-Fund, corresponding to the Net Asset Value per Unit, as determined in accordance with the provisions of Article 16 hereof on the relevant Valuation Day on which the application for redemption of Units is received, less a redemption fee, if any, representing a percentage of such Net Asset Value and which will revert to the Sub-Fund, provided that such application is received by the Registrar and Transfer Agent before the applicable cut-off time for the relevant Valuation Day, otherwise such application shall be deemed to have been received in respect of the next following Valuation Day.

However different time limits may apply if redemptions of Units are made through an Agent, provided that the principle of equal treatment of Unitholders be complied with and subject to compliance with the applicable cut-off time. In such cases, the Agent will inform the relevant investor of the procedure relevant to such investor.

The Distributor or its Agent(s) (if any) may transmit redemption requests to the Registrar and Transfer Agent on behalf of Unitholders.

Instructions for the redemption of Units may be made by swift or fax. Applications for redemption should contain the following information (if applicable): the identity and address of the Unitholder requesting the redemption, the relevant Sub-Fund and Class, the number of Units to be redeemed, the name in which such Units are registered and full payment details, including name of beneficiary, bank and account number or other documentation satisfactory to the Registrar and Transfer Agent, the Distributor or its Agent(s). All necessary documents to fulfill the redemption should be enclosed with such application.

Redemption requests by a Unitholder who is not a physical person must be accompanied by a document evidencing authority to act on behalf of such Unitholder or power of attorney which is acceptable in form and substance to the Registrar and Transfer Agent. Redemption requests made in accordance with the foregoing procedure shall be irrevocable, except that a Unitholder may revoke such request in the event that it cannot be honoured for any of the reasons specified in Article 16.3 hereof.

The Management Company shall ensure that an appropriate level of liquidity is maintained so that redemption of Units in each Sub-Fund may, under normal circumstances, be made promptly upon request by Unitholders.

Upon instruction received from the Registrar and Transfer Agent, payment of the redemption price will in principle be made by the Depositaryor its correspondents by money transfer with a value date at the latest three (3) Business Days following the relevant Valuation Day, or at the date on which the transfer documents have been received by the Registrar and Transfer Agent, whichever is the later date except for redemptions made through an Agent for which the redemption price may have to be paid within a different timeframe, in which case the Agent will inform the relevant investor of the procedure relevant to that investor. A shorter timeframe could be applicable to some Sub-Funds as more fully described in the Prospectus.

Payment of the redemption price will automatically be made in the currency of the relevant Class, if any, within the relevant Sub-Fund or in the Base Currency of the relevant Sub-Fund or in any other currency specified by the investor (subject to prior approval of the Management Company and in which case the cost of any currency conversion shall be borne by the investor and the rate of such conversion will be that of the relevant Valuation Day).

The Management Company may, at the request of a Unitholder who wishes to redeem Units, agree to make, in whole or in part, a distribution in kind of securities of any Class to that Unitholder in lieu of paying to that Unitholder redemption proceeds in cash. The Management Company will agree to do so if it determines that such transaction would not be detrimental to the best interests of the remaining Unitholders of the relevant Class. The assets to be transferred to such Unitholder shall be determined by the Depositary, with regard to the practicality of transferring the assets, to the interests of the relevant Class and continuing participants therein and to the Unitholder. Such a Unitholder may incur charges, including but not limited to brokerage and/or local tax charges on any transfer or sale of securities so received in satisfaction of a redemption. The net proceeds from this sale by the redeeming Unitholder of such securities may be more or less than the corresponding redemption price of Units in the relevant Class 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 that Class. As per applicable regulations, the selection, valuation and transfer of assets are subject to a valuation report from the independent auditors of the Fund.

If on any given date, payment on redemption requests representing more than a certain level as determined by the Management Company in the Prospectus, of the Units in issue in any Sub-Fund may not be effected without affecting the relevant Sub-Fund's assets or authorised borrowing, the Management Company may, upon consent of the Depositary, defer redemptions exceeding such percentage for such period as is considered necessary to sell part of the relevant Sub-Fund's assets in order to be able to meet such substantial redemption requests.

7) CONVERSION

Except as otherwise specified in the Prospectus, Unitholders who wish to convert all or part of their Units of a Sub-Fund into Units of another Sub-Fund but within the same Class (if any) must give instructions for the conversion by swift or fax or any other form of communication deemed acceptable by the Management Company to the Registrar and Transfer Agent, the Distributor or any of its Agent(s) (if any), specifying the relevant Class, if any, and Sub-Funds and the number of Units they wish to convert.

If on any given date, dealing with conversion requests representing more than a certain level as determined by the Management Company in the Prospectus, of the Units in issue in any Sub-Fund may not be effected without affecting the relevant Sub-Fund's assets or authorised borrowings, the Management Company may, upon consent of the Depositary, defer conversions exceeding such percentage for such period as is considered necessary to sell part of the relevant Sub-Fund's assets in order to be able to meet such substantial conversion requests.

The dealing price per Unit for conversions will be the Net Asset Value per Unit of the relevant Class (if any) within the relevant Sub-Fund as determined in accordance with the provisions of Article 16 hereof as of the Valuation Day on which the application for conversion of Units is received by the Registrar and Transfer Agent

decreased by a conversion fee (if applicable) equal to (i) the difference (if applicable) between the sales charge of the Sub-Fund to be purchased and the sales charge of the Sub-Fund to be sold and/or (ii) a percentage of the Net Asset Value of the Units to be converted for the purposes of covering transaction costs in relation to such conversions, as more fully provided in the Prospectus, provided that such application is received by the Registrar and Transfer Agent before the applicable cut-off time in respect of the relevant Valuation Day, otherwise such application shall be deemed to have been received in respect of the next following Valuation Day.

However different time limits may apply if conversions of Units are made through an Agent, provided that the principle of equal treatment of Unitholders be complied with and subject to compliance with the applicable cut-off time. In such cases, the Agent will inform the relevant investor of the procedure relevant to such investor.

The number of Units in the newly selected Sub-Fund will be calculated in accordance with the following formula:

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

where:

A is the number of Units to be allocated in the new Sub-Fund
B is the number of Units relating to the original Sub-Fund to be converted
C is the Net Asset Value per Unit as determined for the original Sub-Fund calculated in the manner referred to herein
D is the Net Asset Value per Unit as determined for the new Sub-Fund
E is the conversion fee (if any) that may be levied to the benefit of Distributor or any of its Agents appointed by it as disclosed in the Prospectus
F is the currency exchange rate representing the effective rate of exchange applicable to the transfer of assets between the relevant Sub-Funds, after adjusting such rate as may be necessary to reflect the effective costs of making such transfer, provided that when the original Sub-Fund and new Sub-Fund are designated in the same currency, the rate is one.

The Management Company may further authorise conversions of Units held by a Unitholder in the Fund in other funds of the promoter as more fully described in the Prospectus.

8) CHARGES OF THE FUND

The Management Company is entitled to receive out of the assets of the relevant Sub-Fund (or the relevant Class, if applicable) a management fee (whether the management is profitable or not) in an amount to be specifically determined for each Sub-Fund or Class in the Prospectus; such fee shall be expressed as a percentage rate of the average Net Asset Value of the relevant Sub-Fund (or Class, if applicable) as further described herein and in the Prospectus. In addition, the Management Company is also entitled to receive a performance fee out of the assets of the relevant Sub-Fund (or the relevant Class, if applicable) as further described herein and in the Prospectus.

In its capacity as Distributor, the Management Company is entitled to receive out of the assets of the relevant Sub-Fund (or the relevant Class, if applicable) a

distribution fee in an amount to be specifically determined for each Sub-Fund or Class. The Management Company may pass on to the Agent(s), if any, as defined in Article 6 hereof, a portion of or all of such fee which shall be expressed as a percentage rate of the average Net Asset Value of the relevant Sub-Fund (or the relevant Class, if applicable), as further described herein and in the Prospectus.

In its capacity as domiciliary and corporate agent, the Management Company is entitled to receive out of the assets of the Fund a domiciliation fee in an amount to be specifically determined for each Sub-Fund or Class in the Prospectus; such fee is currently of Euro 5,000.- per annum for the Fund, except for the Sub-Funds ANDBANK FUNDS FCP – BrightGate Global Income Fund, ANDBANK FUNDS FCP – Andbank Credit, ANDBANK FUNDS FCP – Andbank Latin American, ANDBANK FUNDS FCP – Andbank Iberian Equities, ANDBANK FUNDS FCP – Andbank US Equities, ANDBANK FUNDS FCP – Andbank Emerging Markets Equities and ANDBANK FUNDS FCP – Andbank Alternative Selection for which it is currently of Euro 2,500.- per annum per Sub-Fund.

The Depositary and Paying Agent and the Administrator are entitled to receive out of the assets of the relevant Sub-Fund (or the relevant Class, if applicable) such fees as will be determined from time to time by agreement between the Management Company, the Depositary and the Administrator as more fully described in the Prospectus. Such fees will be calculated in accordance with customary banking practice in Luxembourg, based on the Net Asset Value of the Sub-Funds and payable monthly in arrears out of the assets of the relevant Sub-Fund.

The Registrar and Transfer Agent is entitled to such fees as will be determined from time to time by agreement between the Management Company and the Registrar and Transfer Agent. Such fees will be calculated in accordance with customary practice in Luxembourg and payable monthly in arrears out of the assets of the relevant Sub-Fund.

Other costs and expenses charged to the Fund include without limitation:

- all taxes which may be due on the assets and the income of the Sub-Funds;
- usual brokerage fees due on transactions involving securities held in the portfolio of the Sub-Funds (such fees to be included in the acquisition price and to be deducted from the selling price);
- legal expenses incurred by the Management Company or the Depositary while acting in the interest of the Unitholders of the Fund;
- the fees and expenses involved in preparing and/or filing the Management Regulations and all other documents concerning the Fund, including the Prospectus and any amendments or supplements thereto, the Key Investor Information Documents with all authorities having jurisdiction over the Fund or the offering of Units of the Fund or with any stock exchanges in the Grand Duchy of Luxembourg and in any other country;
- the formation expenses of the Fund;
- the fees and expenses payable to the Management Company, fees and expenses payable to the Fund's Administrator, Depositary and its correspondents, Registrar and Transfer Agent, any permanent representatives in places of registration, as well as any other agent employed by the Fund, the remuneration (if any) of the Board of Directors in respect of the Fund and of officers of the Fund and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with the Board of Directors meetings for the Fund;

- reporting and publishing expenses, including the cost of preparing, printing, translating in such languages as are necessary for the benefit of the Unitholders, and distributing sales documents, annual, semi-annual and other reports or documents as may be required under applicable laws or regulations;
- a reasonable share of the cost of promoting the Fund, as determined in good faith by the Management Company, including reasonable marketing and advertising expenses;
- the cost of accounting and bookkeeping;
- the cost of preparing and distributing public notices to the Unitholders;
- the costs of publication of Unit prices and all other operating expenses, including the cost of buying and selling assets, interest, bank charges, postage, telephone and independent auditors' fees and all similar administrative and operating charges.

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.

All recurring charges will be charged first against income of the Fund, then against capital gains and then against assets of the Fund. Other charges may be amortised over a period not exceeding five years.

Charges relating to the creation of a new Sub-Fund shall be amortised over a period not exceeding five years against the assets of that Sub-Fund and in such amounts in each year as determined by the Management Company on an equitable basis. The newly created Sub-Fund shall not bear a pro rata of the costs and expenses incurred in connection with the formation of the Fund and the initial issue of Units, which have not already been written off at the time of the creation of the new Sub-Fund.

9) ACCOUNTING YEAR; AUDIT

The accounts of the Fund are closed each year on 31 December.

The accounts of the Fund shall be kept in Euro.

The accounts of the Management Company and of the Fund will be audited annually by an independent auditor appointed from time to time by the Management Company.

Unaudited semi-annual accounts of the Fund shall also be issued each year as at 30 June.

10) PUBLICATIONS

Audited annual reports and unaudited semi-annual reports will be mailed free of charge by the Management Company to the Unitholders at their request. In addition, such reports will be available at the registered offices of the Management Company, the Distributor or its Agent(s) (if any) and the Depositary as well as at the offices of the local information agents of the Fund in each jurisdiction where the Fund is marketed. Any other financial information concerning the Fund or the Management Company, including the periodic calculation of the Net Asset Value per Unit of each Class, if any, within each Sub-Fund, the issue, redemption and conversion prices will be made available at the registered offices of the Management Company or its Agent(s) (if any) and the Depositary and the local information agents of the Fund where the Fund is marketed. Any other substantial information concerning the Fund may be published in such newspaper(s) and notified to Unitholders in such manner as may be specified from time to time by the Management Company.

11) THE DEPOSITARY

The Management Company acting on behalf of the Fund has, under the terms of the Depositary Agreement, engaged Citibank Europe plc, Luxembourg Branch (the "Depositary") as depositary of the Fund's assets. The Depositary shall also be responsible for the oversight of the Fund to the extent required by and in accordance with applicable law, rules and regulations. The Depositary shall exercise the supervisory duties in accordance with applicable law, rules and regulations as well as the Depositary Agreement.

The key duties of the Depositary are to perform on behalf of the Fund the depositary duties referred to in the law of 17 December 2010 relating to undertakings for collective investment (the "2010 Law") essentially consisting of:

(i) monitoring and verifying the Fund's cash flows;

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

(iii) ensuring that the sale, issue, repurchase, redemption and cancellation of Units are carried out in accordance with the Management Regulations and applicable Luxembourg law, rules and regulations;

(iv) ensuring that the value of the Units is calculated in accordance with the Management Regulations and applicable Luxembourg law, rules and regulations;

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

(vi) ensuring that the Fund's income is applied in accordance with the Management Regulations, and applicable Luxembourg law, rules and regulations; and

(vii) carrying out instructions from the Management Company unless they conflict with the Management Regulations or applicable Luxembourg law, rules and regulations.

The Depositary Agreement provides that it will continue in force unless and until terminated by either party giving not less than 90 days' prior written notice to the other, although termination may be immediate in certain circumstances, such as the insolvency of the Depositary. Upon an (envisaged) removal or resignation of the Depositary, the Management Company acting on behalf of the Fund shall with due observance of the applicable requirements of the Luxembourg Commission de Surveillance du Secteur Financier (the "CSSF") and in accordance with applicable law, rules and regulations, appoint a successor depositary. The Depositary may not be replaced without the approval of the CSSF.

The Depositary is liable to the Fund or to the Unitholders for the loss by the Depositary or a third party to whom the custody of financial instruments that can be held in custody has been delegated. In the case of such a loss of a financial

instrument held in custody, the Depositary shall return a financial instrument of identical type or the corresponding amount to the Fund or the Management Company acting on behalf of the Fund without undue delay. The Depositary is not liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary is also liable to the Fund or the Unitholders for all losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfill its obligations. In case of direct liability of the Depositary vis-à-vis the Unitholders they shall, in line with the terms of the Depositary Agreement, not exercise any claims on the Depositary directly but shall request the Management Company to do so on their behalf. Only in a case where the Management Company does not accept such request (for whatever reason) shall the Unitholders be allowed to exercise any such claim directly vis-à-vis the Depositary.
The Management Company has further appointed the Depositary as the Fund's paying agent (the "Paying Agent") responsible, upon instruction by the Registrar and Transfer Agent, for the payment of distributions, if any, to Unitholders of the Fund and for the payment of the redemption price by the Fund.

12) THE ADMINISTRATOR

Citibank Europe plc, Luxembourg Branch has been appointed as administrator (the "Administrator") for the Fund and is responsible for all general administrative duties required by the Law of 17 December 2010, in particular for the maintenance of accounting records.

13) THE REGISTRAR AND TRANSFER AGENT

Citibank Europe plc, Luxembourg Branch has been appointed as registrar (the "Registrar") and transfer agent (the "Transfer Agent") for the Fund and is responsible, in particular, for the processing of the issue, redemption and conversion of Units. In respect of money transfers related to subscriptions and redemptions, the Registrar and Transfer Agent shall be deemed to be a duly appointed agent of the Management Company.

14) THE DISTRIBUTOR

The Management Company is acting as distributor for the Fund (the "Distributor") and is responsible for the marketing and the promotion of the Units of the Fund in various countries throughout the world except in the United States of America or any of its territories or possessions subject to its jurisdiction.

The Distributor and its Agent(s), if any, may be involved in the collection of subscription, redemption and conversion orders on behalf of the Fund and may, subject to local law in countries where Units are offered and with the agreement of the respective Unitholders, provide a nominee service to investors purchasing Units through them. The Distributor and its Agent(s), if any, may only provide such a nominee service to investors if they are (i) professionals of the financial sector and are located in a country belonging to the FATF or having adopted money laundering rules equivalent to those imposed by Luxembourg law in order to prevent the use of financial system for the purpose of money laundering and terrorist financing or (ii) professionals of the financial sector being a branch or qualifying subsidiary of an eligible intermediary referred to under (i), provided that such eligible intermediary is, pursuant to its national legislation or by virtue of a statutory or professional obligation

pursuant to a group policy, obliged to impose the same identification duties on its branches and subsidiaries situated abroad.

In this capacity, the Distributor and its Agent(s) (if any) shall, in their name but as nominee for the investor, purchase or sell Units for the investor and request registration of such operations in the Fund's register of Unitholders. However, the investor may invest directly in the Fund without using the nominee service and if the investor does invest through a nominee, he has at any time the right to terminate the nominee agreement and retain a direct claim to his Units subscribed through the nominee.

However, the provisions above are not applicable for Unitholders solicited in countries where the use of the services of a nominee is necessary or compulsory for legal, regulatory or compelling practical reasons.

15) INVESTMENT RESTRICTIONS, TECHNIQUES AND INSTRUMENTS

15.1. Investment Restrictions

The Management Company shall, based upon the principle of risk spreading, have power to determine the corporate and investment policy for the investments for each 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 under chapter "Investment Strategy, Policies and Objectives" in the Prospectus, the investment policy of each Sub-Fund 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 admitted to 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 Regulated Market 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:

- the terms of issue include an undertaking that application will be made for admission to official listing on a Regulated Market or on an Other Regulated Market as described under (1)-(3) above;

- such admission is secured within one year of issue;

(5) units or shares of UCITS authorised according to the UCITS Directive and/or other UCIs within the meaning of the first and second indents of Article 1 paragraph 2 of the UCITS Directive, whether situated in a Member State or in an Other State, provided that:

- 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 (currently the Member States, the OECD member states, Bermuda, Hong Kong, Jersey, Guernsey, the Isle of Man, Liechtenstein and Singapore);

- the level of protection for unitholders/shareholders in such other UCIs is equivalent to that provided for unitholders/shareholders in a UCITS, and in particular that the rules on assets segregation, borrowing, lending, and short sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of UCITS Directive;

- 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;

- 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 or shares 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 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 such as, but not limited to, 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 a 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 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:

- 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

- 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

- 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 Regulatory Authority to be at least as stringent as those laid down by Community law; or

- issued by other bodies belonging to the categories approved by the Regulatory 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 assets in assets other than those referred to above under A (1) through (8).

(2) Hold cash and cash equivalents on an ancillary basis.

Notwithstanding the above provision and if justified by exceptional market conditions, the Sub-Funds may invest up to 100% of their net assets in cash and cash equivalents, term deposits, debt securities and money market instruments dealt in on a Regulated Market and whose maturity does not exceed 12 months, monetary UCITS and UCIs, provided that sufficient diversification (duration, counterparty, …) is ensured. In general terms, the Sub-Funds will then comply with the investment restrictions and the principle of risk spreading set forth under this Article. There is no restriction as to the currency of these securities and instruments. Term deposits and liquid assets may not exceed 49% of the Sub-Funds' net assets; term deposits and liquid assets held by any counterparty including the Depositary may not exceed 20% of the Sub-Funds' net assets.

(3) Borrow up to 10% of its 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 and transactions relating to repurchase agreements 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, the Fund shall comply in respect of the assets of each Sub-Fund with the following investment restrictions per issuer:

(a) Risk Diversification rules

For the purpose of calculating the restrictions described in (1) to (5), (8), (9), (13) and (14) 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 (14) hereunder.

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

(1)

(i) A Sub-Fund may not invest more than 10% of its assets in Transferable Securities or Money Market Instruments of one single issuer.

(ii) The total value of all Transferable Securities and Money Market Instruments of issuers in each of which it invests more than 5% of its assets would not exceed 40% of the value of its 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 assets in Transferable Securities and Money Market Instruments issued within the same Group of Companies.

(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 supervision 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 assets in qualifying debt securities issued by such an issuer, the total value of such investments may not exceed 80% of the 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 authorised to invest, in accordance with the principle of risk spreading, up to 100% of its assets in 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), 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 total assets of such Sub-Fund.**

(7) Without prejudice to the limits set forth hereunder, the limits set forth in (1) are raised to a maximum of 20% for investments in stocks and/or debt securities 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 debt securities index which is recognised by the Regulatory Authority, on the following basis:

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

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 assets in deposits made with the same body.

- ***Financial Derivative Instruments***

(9) The risk exposure to a counterparty in an OTC derivative transaction may not exceed 10% of the Sub-Fund's assets when the counterparty is a credit institution referred to in A. (6) above or 5% of its assets in other cases.

(10) Investment in financial derivative instruments shall only be made, and within the limits set forth in (2), (5) and (14), provided that the exposure to the underlying assets does not exceed in aggregate the investment limits set forth in (1) to (5), (8), (9), (13) and (14). When the Sub-Fund invests in index-based financial derivative instruments, these investments do not necessarily have to be combined to the limits set forth in (1) to (5), (8), (9), (13) and (14).

(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 (C) (a) (10) and (D) hereunder as well as with the risk exposure and information requirements laid down in the Prospectus.

- ***Units or shares of Open-Ended Funds***

(12) No Sub-Fund may invest more than 20% of its assets in the units or shares of a single UCITS or other UCI.

For the purpose of the application of this investment limit, each compartment of a UCI with multiple compartments within the meaning of Article 181 of the Law of 17 December 2010 is to be considered as a separate issuer provided that the principle of segregation of the obligations of the various compartments vis-à-vis third parties is ensured. Investments made in units or shares of UCIs other than UCITS may not in aggregate exceed 30% of the assets of a Sub-Fund.

When a Sub-Fund has acquired units or shares of UCITS and/or other UCIs, the assets of the respective UCITS or other UCIs do not have to be combined for the purposes of the limits laid down in (1) to (5), (8), (9), (13) and (14).

When a Sub-Fund invests in the units or shares of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding, that Management Company or other company may not charge subscription or redemption fees on account of the Sub-Fund's investment in the units or shares of such other UCITS and/or UCIs.

In respect of a Sub-Fund investments in UCITS and other UCIs linked to the Fund as described in the preceding paragraph, the management fees (excluding any performance fee, if any) that may be charged both to the Sub-Fund itself and to the other UCITS and/or other UCIs in which it intends to invest, shall not exceed 2.5% of the relevant net assets under management. In its annual report the Fund shall indicate the maximum proportion of management fees charged both to the Sub-Fund itself and to the UCITS and/or other UCIs in which it invests.

- ***Units of Sub-Funds of the Fund***

Each Sub-Fund may subscribe, acquire and/or hold Units issued or to be issued by one or more Sub-Funds of the Fund under the conditions however that:

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

- No more than 10% of the net assets of the target Sub-Funds may be invested in units or shares of other UCITS or other UCIs; and

- In any event, for as long as these Units are held by the Fund, their value will not be taken into consideration for the calculation of the net assets of the Fund for the purpose of verifying the minimum capital imposed by the Law of 17 December 2010; and

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

- ***Combined limits***

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

- investments in Transferable Securities or Money Market Instruments issued by,

- deposits made with, and/or

- exposures arising from OTC derivative transactions undertaken with

a single body in excess of 20% of its assets.

(14) The limits set out in (1), (3), (4), (8), (9) and (13) 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 (13) above may not exceed a total of 35% of the assets of each Sub-Fund of the Fund.

(b) Limitations on Control

(15) 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 an issuer.

(16) Any Sub-Fund, or the Fund as a whole, may acquire no more than:
(i) 10% of the outstanding non-voting shares of any one issuer;
(ii) 10% of the outstanding debt securities of any one issuer;
(iii) 10% of the Money Market Instruments of any one issuer; or
(iv) 25% of the outstanding shares or units or shares of any one UCITS and/or 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 debt securities or of the Money Market Instruments or the net amount of the instruments in issue cannot be calculated.

The ceilings set forth above under (15) and (16) do not apply in respect of:

- Transferable Securities and Money Market Instruments issued or guaranteed by a Member State or by its local authorities;

- Transferable Securities and Money Market Instruments issued or guaranteed by any Other State;

- Transferable Securities and Money Market Instruments issued by a public international body of which one or more Member State(s) are member(s);

- 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) to (16); and

- shares held by one or more investment companies 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 units/shares at the request of unitholders/shareholders.

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

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

The exposure is calculated in accordance with regulatory practice applying the commitment approach pursuant to Circular 11/512 issued by the Regulatory Authority, as same may be amended from time to time.

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 directly commodities or precious metals.

(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 issue warrants or other rights to subscribe for Units in such Sub-Fund.

(4) 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).

(5) The Fund may not enter into short 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) The ceilings set forth above may be disregarded by each Sub-Fund when exercising subscription rights attaching to Transferable Securities and Money Market Instruments in such Sub-Fund's portfolio.

(2) 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 Unitholders.

While ensuring observance of the principle of risk spreading, each Sub-Fund may derogate to the ceilings set forth above for a period of six months following the date of its authorisation.

The Management Company 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 Units of the Fund are offered or sold.

15.2. Special Investment and Hedging Techniques and Instruments

(A) General

If specifically described in the investment policy of any Sub-Fund as specified in the relevant section of Appendix I of the Prospectus, the Sub-Funds may employ techniques and instruments relating to Transferable Securities, Money Market Instruments and other financial liquid assets for duration management, hedging purposes and efficient portfolio management such as securities lending and borrowing, repurchase agreements, reverse repurchase agreements and “réméré” transactions, under the conditions and within the limits laid down by law, regulation and administrative practice, and in compliance with the provisions laid down in Article 15.1 "Investment Restrictions" hereof.

Under no circumstances shall these operations cause a Sub-Fund to diverge from its investment objectives as laid down under "Investment Strategy, Policies and Objectives" in the Prospectus.

In particular, some Sub-Funds of the Fund may enter into any kind of swaps, including credit default swaps or total return swaps.

A Credit Default Swap is a bilateral OTC financial contract in which one counterparty (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer acquires the right to sell a particular bond or other designated reference obligations issued by the reference issuer for its par value or the right to receive the difference between the par value and the market price of the said bond or other designated reference obligations when a credit event occurs. A credit event is commonly defined as bankruptcy, insolvency, receivership, material adverse restructuring of debt, or failure to meet payment obligations when due.

Provided it is in its exclusive interest, the Fund may sell protection under Credit Default Swaps (individually a "Credit Default Swap Sale Transaction", collectively the "Credit Default Swap Sale Transactions") in order to acquire a specific credit exposure.

In addition, the Fund may, provided it is in its exclusive interest, buy protection under Credit Default Swaps (individually a "Credit Default Swap Purchase Transaction", collectively the "Credit Default Swap Purchase Transactions") without holding the underlying assets.

A total return swap is a bilateral OTC financial contract in which one party (the protection buyer or the total return payer) agrees to pay to the other party (the protection seller or total return collector) the cash flows generated by a reference assets and any potential valuation of the value of these assets and/or an option calculated on a notional value determined in the agreement. The protection seller or total return collector, in return, pays to the protection buyer or total return payer an interest (referred to the interbank rate for instance) and/or any potential depreciation of the value of the assets.

In some total return swaps (fully funded return swaps), the protection seller, when the agreement is entered into, is required to pay an amount equivalent to the reference assets of the agreement (provided that the protection buyer should return this amount on the term of the agreement).

Such swap transactions must be effected with first class financial institutions specializing in this type of transaction and executed on the basis of standardized documentation such as the International Swaps and Derivatives Association (ISDA) Master Agreement.

In addition, each Sub-Fund of the Fund must ensure to guarantee adequate permanent coverage of commitments linked to such Credit Default Swap to always be in a position to honour redemption requests from Unitholders.

Furthermore, the Fund may for efficient portfolio management purposes resort to Securities Lending and Borrowing and Repurchase Agreement Transactions provided that the following rules be complied with.

(B) Securities Lending

The Fund may enter into securities lending and borrowing transactions provided that they comply with the following rules:

(i) The Fund may only lend or borrow securities through a standardised system organised by a recognised clearing institution, through a lending program organized by a financial institution, or through a first class financial institution approved by the Management Company and specialising in this type of transaction subject to prudential supervision rules which are considered by the Regulatory Authority as equivalent to those provided by Community law.

(ii) As part of lending transactions, the Fund must receive a guarantee, the value of which must be, during the lifetime of the agreement, equal at any time to at least 90% of the value of the securities lent.

This guarantee must be given in the form of (i) liquid assets, and/or (ii) bonds issued or guaranteed by a OECD member state, or their local public authorities or by supranational institutions and undertakings with a EU, regional or world-wide scope, and/or (iii) shares or units issued by money market UCIs calculating daily net asset value and being rated AAA or its equivalent, and/or (iv) shares or units issued by UCITS investing mainly in bonds/shares mentioned under (v) and (vi) herein, and/or (v) bonds issued or guaranteed by first class issuers offering an adequate liquidity, and/or (vi) shares admitted to listing or dealt in on a stock exchange of a Member State or on a stock exchange of a member state of the OECD provided they are included in a main index.

This collateral must be valued on a daily basis. The collateral may be reinvested within the limits and conditions set forth by the Regulatory Authority regulations.

(iii) The counterparty risk of the Fund or any Sub-Fund vis-à-vis one same counterparty shall be taken into account when calculating the combined limit of maximum 20% of the net assets of each Sub-Fund in a single issuer as set forth in Article 15.1 hereof under C. item (13).

(iv) Cash collateral may be further used in accordance with the rules set forth by Circulars 08/356 and 11/512 issued by the Regulatory Authority, as same may be amended from time to time.

(C) Securities Borrowing

(i) A Sub-Fund may, through a standardised system organised by a recognised clearing institution or through a first class financial institution approved by the Management Company and specialising in this type of transaction subject to prudential supervision rules which are considered by the Regulatory Authority as equivalent to those provided by Community law, borrow securities under the following circumstances in connection with the settlement of a sale transaction: (a) during a period the securities have been sent out for re-registration; (b) when the securities have been loaned and not returned in time; (c) to avoid a failed settlement when the Depositary fails to make delivery; and (d) as a technique to meet its obligation to deliver the securities being the object of a repurchase agreement when the counterparty to such agreement exercises the right to repurchase these securities, to the extent such securities have been previously sold by the Fund.

(ii) The securities borrowed by the Fund may not be disposed of during the time they are held by the Fund, unless they are covered by sufficient financial instruments which enable the Fund to restitute the borrowed securities at the close of the transaction.

(iii) Borrowing transactions may not extend beyond a 30 days period, where such limitation is compliant with market practice.

(iv) Borrowing transactions may not exceed 50% of the global valuation of the portfolio securities of each Sub-Fund.

(D) Repurchase Agreement Transactions

The Fund may on an ancillary or a principal basis, as specified for each Sub-Fund in the description of its investment policy disclosed in the Prospectus, enter into repurchase agreement transactions which consist of the purchase and sale of securities with a clause reserving the seller the right or the obligation to repurchase from the acquirer the securities sold at a price and term specified by the two parties in their contractual arrangement.

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

(i) The Fund may not buy or sell securities using a repurchase agreement transaction unless the counterpart in such transaction is a first class financial institution approved by the Management Company and specialising in this type of transaction subject to prudential supervision rules considered by the Regulatory Authority as equivalent to those provided by Community law.

During the life of a repurchase agreement transaction, the Fund cannot sell the securities which are the object of the transaction, either before the right to repurchase these securities has been exercised by the counterparty, or the repurchase term has expired, except to the extent the Fund has other means of coverage.

(ii) When the Fund is exposed to redemptions of its own Units, it must take care to ensure that the level of its exposure to repurchase agreement transactions is such that it is able, at all times, to meet its redemption obligations.

(E) Risk Management Process

The Fund must employ a risk-management process which enables it to monitor and measure at any time the risk of the positions in its portfolios and their contribution to the overall risk profile of its portfolios.

In relation to financial derivative instruments the Fund must employ a process for accurate and independent assessment of the value of OTC derivatives and the Fund shall ensure for each Sub-Fund that its global risk exposure relating to financial derivative instruments does not exceed the total net value of its portfolio.

The global risk 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.

Each Sub-Fund may invest, according to its investment policy and within the limits laid down in Articles 15.1 and 15.2 hereof in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in Article 15.1 hereof.

When a Sub-Fund invests in index-based financial derivative instruments, these investments do not necessarily have to be combined to the limits laid down in Article 15.1. item C a) (1)-(5), (8), (9), (13) and (14) hereof.

When a Transferable Security or Money Market Instrument embeds a financial derivative instrument, the latter must be taken into account when complying with the requirements of this Section.

(F) Co-Management Techniques

In order to reduce operational and administrative charges while allowing a wider diversification of the investments, the Management Company may decide that part or all of the assets of a Sub-Fund will be co-managed with assets belonging to other Sub-Funds within the present structure and/or other Luxembourg collective investment schemes. In the following paragraphs, the words “co-managed entities” shall refer to the Fund and all entities with and between which there would exist any given co-management arrangement and the words “co-managed Assets” shall refer to the entire assets of these co-managed entities co-managed pursuant to the same co-management arrangement.

Under the co-management arrangement, the Investment Manager(s) will be entitled to take, on a consolidated basis for the relevant co-managed entities, investment, disinvestment and portfolio readjustment decisions which will influence the composition of each Sub-Fund’s portfolio. Each co-managed entity shall hold a portion of the co-managed Assets corresponding to the proportion of its assets to the total value of the co-managed Assets. This proportional holding shall be applicable to each and every line of investment held or acquired under co-management. In case of investment and/or disinvestment decisions these proportions shall not be affected and additional investment shall be allotted to the co-managed entities pursuant to the same proportion and assets sold shall be levied proportionately on the co-managed Assets held by each co-managed entity.

In case of new subscriptions in one of the co-managed entities, the subscription proceeds shall be allotted to the co-managed entities pursuant to the modified

proportions resulting from the asset increase of the co-managed entity which has benefited from the subscriptions and all lines of investment shall be modified by a transfer of assets from one co-managed entity to the other in order to be adjusted to the modified proportions. In a similar manner, in case of redemptions in one of the co-managed entities, the cash required may be levied on the cash held by the co-managed entities pursuant to the modified proportions resulting from the asset reduction of the co-managed entity which has suffered from the redemptions and, in such case, all lines of investment shall be adjusted to the modified proportions. Unitholders should be aware that, in the absence of any specific action by the Management Company or its appointed agent(s), the co-management arrangement may cause the composition of assets of the Fund to be influenced by events attributable to other co-managed entities such as subscriptions and redemptions.

Thus, all other things being equal, subscriptions received in one entity with which the Fund or any Sub-Fund is co-managed will lead to an increase in the Fund's and Sub-Fund's reserve(s) of cash. Conversely, redemptions made in one entity with which the Fund or any Sub-Fund is co-managed will lead to a reduction in the Fund's and Sub-Fund's reserve(s) of cash respectively. Subscriptions and redemptions may however be kept in the specific account opened for each co-managed entity outside the co-management arrangement and through which subscriptions and redemptions must pass. The possibility to allocate substantial subscriptions and redemptions to these specific accounts together with the possibility for the Management Company or its appointed agent(s) to decide at any time to terminate its/their participation in the co-management arrangement permit the Fund to avoid the readjustments of its portfolio if these readjustments are likely to affect the interest of the Fund and of its Unitholders.

If a modification of the composition of the Fund's portfolio resulting from redemptions or payments of charges and expenses peculiar to another co-managed entity (i.e. not attributable to the Fund) is likely to result in a breach of the investment restrictions applicable to the Fund, the relevant assets shall be excluded from the co-management arrangement before the implementation of the modification in order for it not to be affected by the ensuing adjustments.

Co-managed Assets of the Fund shall, as the case may be, only be co-managed with assets intended to be invested pursuant to investment objectives identical to those applicable to the co-managed Assets in order to ensure that investment decisions are fully compatible with the investment policy of the Fund. Co-managed Assets shall only be co-managed with assets for which the Depositary is also acting as depository in order to assure that the Depositary is able, with respect to the Fund, to fully carry out it functions and responsibilities pursuant to the Law of 17 December 2010. The Depositary shall at all times keep the Fund's assets segregated from the assets of other co-managed entities, and shall therefore be able at all times to identify the assets of the Fund. Since co-managed entities may have investment policies, which are not strictly identical to the investment policy of the Fund, it is possible that as a result the common policy implemented may be more restrictive than that of the Fund.

A co-management agreement shall be signed between the Fund, the Depositary, the Administrator and the Investment Manager(s) in order to define each of the parties rights and obligations. The Management Company may decide at any time and without notice to terminate the co-management arrangement.

Unitholders may at all times contact the registered office of the Management Company to be informed of the percentage of assets which are co-managed and of

the entities with which there is such a co-management arrangement at the time of their request. Annual and semi-annual reports shall state the co-managed Assets' composition and percentages.

(G) Collateral management

When calculating the counterparty risk limits laid down by article 43 of the Law of 2010, the risk exposure arising from OTC financial derivative transactions and efficient portfolio management techniques shall be combined.

The collateral used to reduce the counterparty risk exposure, when entering into OTC financial derivative transactions and efficient portfolio management techniques, should comply with the following criteria:

a. *Liquidity* – any collateral received other than cash shall be highly liquid and traded on a Regulated Market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received shall also comply with the provisions of Article 48 of the Law of 17 December 2010.

b. *Valuation* – the collateral received shall be valued on at least a daily basis and assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place.

c. *Issuer credit quality* – the collateral received shall be of high quality.

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

e. *Collateral diversification (asset concentration)* – collateral shall be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Fund receives from a counterparty of efficient portfolio management and OTC financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its Net Asset Value. When the Fund is exposed to different counterparties, the different baskets of collateral shall be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation, the Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. Such a Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the Fund's Net Asset Value.

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

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

h. The collateral received shall be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

i. Non-cash collateral received shall not be sold, re-invested or pledged.

j. Cash collateral received shall only be:

- placed on deposit with entities prescribed in Article 41 (1) (f) of the Law of 17 December 2010;
- invested in high-quality government bonds;
- used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined in the CESR/10-049 Guidelines on a common definition of European money market funds.

Re-invested cash collateral shall be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Subject to the above criteria, the eligible collateral includes:
(i) cash denominated in the Reference Currency of the Fund (or relevant Sub-Fund) and money market instruments with an external credit rating AA- or above of the issuer;
(ii) marketable securities representing claims on or claims guaranteed by central banks of eligible jurisdictions, non-central government public sector entities, the Bank for International Settlements, the International Monetary Fund, the European Commission, given that they are traded in large, deep and active markets characterized by a low level of concentration;
(iii) marketable securities representing claims on or claims guaranteed by eligible jurisdictions, their central banks, non-central government public sector entities or multilateral development banks, with a credit rating of A- or above;
(iv) shares or units issued by money market UCIs complying with the CESR/10-049 Guidelines on a common definition of European money market funds, offering a daily liquidity, calculating a daily net asset value and being assigned a rating of AAA or its equivalent;
(v) shares or units issued by UCITS offering a daily liquidity and investing mainly in bonds or shares fulfilling the two requirements below;
(vi) debt instruments with an external rating at least equivalent to “investment grade”;
(vii) shares and convertible bonds dealt on a Regulated Market, on the condition that these shares are included in a main index.

For the valuation of the collateral the following haircuts will be applicable.

Collateral Haircut

Collateral Type	Applied Haircut
1. Cash in Reference Currency of the Fund	0%
2. Cash in non-Reference Currencies	1% - 10%
3. Money markets instruments with an external credit rating AA- or above[1]	0.5% - 2%

[1] If money market instruments are traded above the par value, a haircut will be applied to the face value of the MMI.

4. Debt Instruments[2]	Residual maturity		
	Less than 1 year	1-5 years	More than 5 years
Bonds issued or guaranteed by a EU Member State with an external rating at least equivalent to AA-	0.25% - 3%	2% - 5%	5% - 10%
Sovereign debt instruments with an external rating AA or above	0.25% - 3%	2% - 5%	5% - 10%
Debt instruments with an external rating A or above	1% - 5%	6% - 12%	10% - 15%
5. Shares dealt on a Regulated Market and included in a main index (European and US index)	15% - 25%		

At any time, relative to market conditions, if deemed necessary for the best interest of the Fund, the Management Company reserves the right to amend the above haircut level.

Cash as collateral may only be placed in:
(i) high quality eligible sovereign debt and/or debt guaranteed by an eligible jurisdiction subject to a AAA-equivalent rating;
(ii) any other government bonds generally considered risk-free in reference to AAA-equivalent rating;
(iii) short term money market funds subject to a AAA-equivalent rating;
(iv) plain vanilla corporate bonds or plain vanilla money market instruments with a short maturity (generally 3 months) from issuers in OECD member countries subject to AAA6 equivalent rating.

The above provisions are in line with the ESMA 2014/937 Guidelines on ETFs and other UCITS issues. The Management Company shall at all times make sure to comply with any new requirement or amendments of the ESMA requirements upon their entering into force.

16) DETERMINATION OF THE NET ASSET VALUE PER UNIT

16.1. Frequency of Calculation

Unless otherwise provided for a specific Sub-Fund in Appendix I of the Prospectus, the Net Asset Value per Unit as determined for each Class, if any, or for each Sub-Fund and the issue, conversion and redemption prices will be calculated at least twice a month on dates specified in the Prospectus (a "NAV Calculation Day"), by reference to the value of the assets attributable to the relevant Class or Sub-Fund as determined in accordance with the provisions of Article 16.4 hereinafter. Such calculation will be done by the Administrator under guidelines established by, and under the responsibility of, the Management Company.

[2] If debt instrument are traded above par value, a haircut will be applied to the face value of the instruments.

16.2. Calculation

The Net Asset Value per Unit as determined for each Class, if any, or for each Sub-Fund shall be expressed in the currency of the relevant Class, respectively in the Base Currency of the relevant Sub-Fund, and shall be calculated by dividing the Net Asset Value of the Sub-Fund attributable, if appropriate, to the relevant Class which is equal to (i) the value of the assets attributable to such Class and the income thereon, less (ii) the liabilities attributable to such Class and any provisions deemed prudent or necessary, through the total number of Units of such Class outstanding on the relevant Valuation Day.

The Net Asset Value shall be calculated and published with up to two decimal places in the currency of the relevant Class, respectively in the Base Currency of the relevant Sub-Fund.

If since the time of determination of the Net Asset Value of the Units of a particular Sub-Fund there has been a material change in the quotations in the markets on which a substantial portion of the investments of such Sub-Fund are dealt in or quoted, the Management Company may, in order to safeguard the interests of the Unitholders and the Fund, cancel the first calculation of the Net Asset Value of the Units of such Sub-Fund and carry out a second calculation.

To the extent feasible, investment income, interest payable, fees and other liabilities (including the administration costs and management fees payable to the Management Company) will be accrued in respect of each Valuation Day.

The value of the assets will be determined as set forth in Article 16.4 hereinafter.

The charges incurred by the Fund are set forth in Article 8 hereof.

16.3. Suspension of Calculation

The Management Company may temporarily suspend the determination of the Net Asset Value per Unit within any Sub-Fund and in consequence the issue, redemption and conversion of Units of any Class, if any, in any of the following events:

- When any Regulated Market, Regulated Market in an Other State or any Other Regulated Market which is the principal market on which a substantial portion of the assets of a Sub-Fund is dealt, or when one or more foreign exchange markets in the currency of which a substantial portion of the assets of the Sub-Fund is denominated, are closed otherwise than for ordinary holidays or if trading thereon is restricted or suspended.

- When, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the Management Company, disposal of the assets of the Sub-Fund is not reasonably or normally practicable without being seriously detrimental to the interests of the Unitholders.

- In the case of breakdown in the normal means of communication used for the valuation of any investment of the Sub-Fund or if, for any reason, the value of any asset of the Sub-Fund may not be determined as rapidly and accurately as required.

- When the Management Company is unable to repatriate funds for the purpose of making payments on the redemption of Units or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Units cannot in the opinion of the Management Company be effected at normal rates of exchange.

Any such suspension and the termination thereof shall be notified to those Unitholders who have applied for subscription, redemption or conversion of their Units and shall be published as provided in Article 10 hereof.

16.4. Valuation of the Assets

The calculation of the Net Asset Value of Units in any Class, if any, of any Sub-Fund and of the assets and liabilities of any such Class of any Sub-Fund shall be made in the following manner:

I. The assets of the Fund shall include:

1) all cash on hand or on deposit, including any interest accrued thereon;

2) all bills and notes payable and accounts receivable (including proceeds of securities sold but not delivered);

3) all bonds, time notes, shares, stock, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Fund (provided that the Fund may make adjustments in a manner not inconsistent with paragraph A)1. below with regard to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);

4) all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;

5) all interest accrued on any interest-bearing assets owned by the Fund except to the extent that the same is included or reflected in the principal amount of such asset;

6) the liquidating value of all forward contracts and all call or put options the Fund has an open position in;

7) the preliminary expenses of the Fund, including the cost of issuing and distributing Units of the Fund, insofar as the same have to be written off;

8) all other assets of any kind and nature including expenses paid in advance.

A) The value of the assets of all Sub-Funds, except some Short-Term Money Market Sub-Funds, shall be determined as follows:

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

2. The value of Transferable Securities, Money Market Instruments and any financial assets and instruments which are listed or dealt on a Regulated Market, a Regulated Market in an Other State or any Other Regulated Market is based on their last available prices on the relevant market which is normally the main market for such assets.

3. In the event that any assets held in a Sub-Fund's portfolio on the relevant day are not listed or dealt in on any Regulated Market, any Regulated Market in an Other State or on any Other Regulated Market or if, with respect of assets listed or dealt in on any such markets, the last available price as determined pursuant to sub-paragraph 2. is not representative of the fair market value of the relevant assets the value of such assets will be based on a reasonably foreseeable sales price determined prudently and in good faith.

4. The liquidating value of futures, forward or options contracts not traded on Regulated Markets, Regulated Markets in Other States or on Other Regulated Markets shall mean their net value determined, pursuant to the policies established by the Management Company, on a basis consistently applied for each different variety of contracts. The value of futures, forward or options contracts traded on Regulated Markets, Regulated Markets in Other States or on Other Regulated Markets shall be based upon the last available settlement or closing prices, as applicable to these contracts on Regulated Markets, Regulated Markets in Other States or Other Regulated Markets on which the particular futures, forward or options contracts are traded on behalf of the Fund; provided that if a futures, forward or options contract could not be liquidated on the day with respect to which assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the Management Company may deem fair and reasonable.

5. Swaps and all other securities and other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Management Company.

6. Units or shares of open-ended UCIs 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 Management Company on a fair and equitable basis. Units or shares of closed-ended UCIs will be valued at their last available stock market value.

7. All other securities, instruments and other assets will be valued at fair market value, as determined in good faith pursuant to procedures established by the Management Company.

B) The value of the assets of some Short-Term Money Market Sub-Funds shall be determined as follows:

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

2. The assets of these Sub-Funds are valued using the amortised cost method. Under this valuation method, such assets are valued at their acquisition cost as adjusted for amortisation of premium or accretion of discount. The Management Company continually assesses this valuation to ensure it is reflective of current fair values and will make changes, where the amortized cost price does not reflect the value, with the approval of the Depositary to ensure that the assets of the Sub-Funds are valued at their fair market value as determined in good faith by the Management Company in accordance with generally accepted valuation methods.

II. The liabilities of the Fund shall include:

1) all loans, bills and accounts payable;

2) all accrued interest on loans of the Fund (including accrued fees for commitment for such loans);

3) all accrued or payable expenses (including, without limitation, administrative expenses, management fees, including incentive fees, if any, and depositary fees);

4) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Fund;

5) an appropriate provision for future taxes based on capital and income as of the Valuation Day, as determined from time to time by the Fund, and other reserves (if any) authorised and approved by the Management Company, as well as such amount (if any) as the Management Company may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;

6) all other liabilities of the Fund of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities, the Fund shall take into account all charges and expenses payable by the Fund pursuant to Article 8 hereof. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

The value of all assets and liabilities not expressed in the Base Currency of a Sub-Fund will be converted into the Base Currency of such Sub-Fund at the rate of exchange ruling in Luxembourg on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the Management Company.

The Management Company, in its discretion, may permit some other method of valuation to be used, if it considers that such valuation better reflects the fair value of any asset of the Fund.

In the event that extraordinary circumstances render a valuation in accordance with the foregoing guidelines impracticable or inadequate, the Management Company will, prudently and in good faith, use other criteria in order to achieve what it believes to be a fair valuation in the circumstances.

III. Allocation of the assets of the Fund:

As appropriate, the Management Company shall establish a Sub-Fund in respect of each Class and may establish a Sub-Fund in respect of two or more Classes in the following manner:

a) if two or more Classes relate to one Sub-Fund, the assets attributable to such Classes shall be commonly invested pursuant to the specific investment policy of the Sub-Fund concerned;

b) the proceeds to be received from the issue of Units of a Class shall be applied in the books of the Fund to the Sub-Fund corresponding to that Class, provided that if several Classes are outstanding in such Sub-Fund, the relevant amount shall increase the proportion of the assets of such Sub-Fund attributable to the Class to be issued;

c) the assets and liabilities and income and expenditure applied to a Sub-Fund shall be attributable to the Class or Classes corresponding to such Sub-Fund;

d) where the Fund incurs a liability which relates to any asset of a particular Sub-Fund or Class or to any action taken in connection with an asset of a particular Sub-Fund or Class, such liability shall be allocated to the relevant Sub-Fund or Class;

e) in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Class or Sub-Fund, such asset or liability shall be allocated to all the Classes in any Sub-Fund or to the Sub-Funds pro rata to the Net Asset Values of the relevant Classes or in such other manner as determined by the Management Company acting in good faith. The Fund shall be considered as one single entity. However, 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;

f) upon the payment of distributions to the Unitholders of any Class, the Net Asset Value of such Class shall be reduced by the amount of such distributions.

17) INCOME ALLOCATION POLICIES

Unless otherwise provided in the Prospectus, the Management Company may issue Distributing Units and Non-Distributing Units in each Class within each Sub-Fund of the Fund.

Non-Distributing Units capitalise their entire earnings whereas Distributing Units pay dividends. The Management Company shall determine how the income of the relevant Class of the relevant Sub-Fund shall be disposed of, and may declare from time to time distributions in the form of cash. The Management Company may also decide to distribute stock dividends in lieu of cash dividends upon such terms and conditions as may be set forth by the Management Company.

All distributions will in principle be paid out of the net investment income available for distribution at such frequency as shall be determined by the Management Company. The Management Company may, in compliance with the principle of equal treatment between Unitholders, also decide that for some Classes, distributions will be paid out of the gross assets (i.e. before deducting the fees to be paid by such Class) depending on the countries where such Classes are sold and as more fully described in the relevant country specific information. For certain Classes, the Management

Company may decide from time to time to distribute net realised capital gains. Interim dividends may be declared and distributed from time to time at a frequency decided by the Management Company with the conditions set forth by law.

Unless otherwise specifically requested, dividends will be reinvested in further Units within the same Class, if appropriate, of the same Sub-Fund and investors will be advised of the details by dividend statement. No sales charge will be imposed on reinvestments of dividends or other distributions.

No distribution may however be made if, as a result, the Net Asset Value of the Fund would fall below Euro 1,250,000.-.

Dividends not claimed within five years of their due date will lapse and revert to the relevant Class.

No interest shall be paid on a distribution declared by the Fund and kept by it at the disposal of its beneficiary.

18) AMENDMENTS TO THE MANAGEMENT REGULATIONS

These Management Regulations as well as any amendment thereto shall enter into force on the date of signature thereof unless otherwise specified.

The Management Company may at any time amend wholly or in part these Management Regulations in the interests of the Unitholders.

The first valid version of the Management Regulations and amendments thereto shall be lodged with the Registry of the District Court in Luxembourg. Reference to respective deposits shall be published in the RESA.

19) DURATION AND LIQUIDATION OF THE FUND OR OF ANY SUB-FUND OR CLASS OF UNITS

The Fund and each of the Sub-Funds have been established for an unlimited period. However, the Fund or any of its Sub-Funds (or Classes therein, if applicable) may be dissolved and liquidated at any time by mutual agreement between the Management Company and the Depositary, subject to prior notice. The Management Company is, in particular, authorised, subject to the approval of the Depositary, to decide the dissolution of the Fund or of any Sub-Fund or any Class therein where the value of the assets of the Fund or of any such Sub-Fund or Class therein has decreased to an amount determined by the Management Company to be the minimum level for the Fund or for such Sub-Fund or Class to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation.

In case of dissolution of any Sub-Fund or Class, the Management Company shall not be precluded from redeeming or converting all or part of the Units of the Unitholders, at their request, at the applicable Net Asset Value per Unit (taking into account actual realisation prices of investments as well as realisation expenses in connection with such dissolution), as from the date on which the resolution to dissolve a Sub-Fund or Class has been taken and until its effectiveness.

Issuance, redemption and conversion of Units will cease at the time of the decision or event leading to the dissolution of the Fund.

In the event of dissolution, the Management Company will realise the assets of the Fund or of the relevant Sub-Fund(s) or Class(es) in the best interests of the Unitholders thereof, and upon instructions given by the Management Company, the Depositary will distribute the net proceeds from such liquidation, after deducting all expenses relating thereto, among the Unitholders of the relevant Sub-Fund(s) or Class(es) in proportion to the number of Units of the relevant Class(es) or Sub-Fund(s) held by them. The Management Company may distribute the assets of the Fund or of the relevant Sub-Fund(s) or Class(es) wholly or partly in kind upon the agreement of the Unitholder and in compliance with the conditions set forth by the Management Company (including, without limitation, delivery of a valuation report from the independent auditors of the Fund) and the principle of equal treatment of Unitholders.

As provided by Luxembourg law, at the close of liquidation of the Fund, the proceeds thereof corresponding to Units not surrendered will be kept in safe custody at the *Caisse de Consignation* in Luxembourg until the statute of limitations relating thereto has elapsed.

At the close of liquidation of any Sub-Fund or Class, the proceeds thereof corresponding to Units not surrendered may be kept in safe custody with the Depositary during a period not exceeding 9 months as from the date of the decision of the liquidation; after this delay, these proceeds shall be kept in safe custody at the *Caisse de Consignation*.

In the event of dissolution of the Fund, the decision or event leading to the dissolution shall be published in the manner required by the Law of 17 December 2010 in the RESA and in two newspapers with adequate distribution, one of which at least must be a Luxembourg newspaper.

The decision to dissolve a Sub-Fund or Class shall be published as provided in Article 10 hereof for the Unitholders of such Sub-Fund or Class.

The liquidation or the partition of the Fund or any of its Sub-Funds or Classes may not be requested by a Unitholder, nor by his heirs or beneficiaries.

20) MERGER OF SUB-FUNDS OR MERGER WITH ANOTHER UCI

The Management Company may, with the approval of the Depositary, resolve the cancellation of Units issued in the Fund or in any Sub-Fund and, after deducting all expenses relating thereto, the allocation of Units to be issued in another Sub-Fund of the Fund, or another undertaking for collective investment ("UCI") organised under Part I of the Law of 17 December 2010, subject to the condition that the investment objectives and policies of such other Sub-Fund or UCI are compatible with the investment objectives and policies of the Fund or of the relevant Sub-Fund, in the case where the value of the assets of the Fund or of the Sub-Fund affected by the proposed cancellation of its Units has decreased to or has not reached an amount determined by the Management Company to be the minimum level for the Fund or for such Sub-Fund to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation.

In such event, notice shall be published as provided in Article 10 hereof for the Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled. Such notice shall be published at least one month before the date on which the resolution of the Management Company shall take effect.

Unitholders of the Fund or of the Sub-Fund the Units of which shall be cancelled shall have the right, during one month from the date of such publication, to request the redemption or conversion of all or part of their Units at the applicable Net Asset Value per Unit, subject to the procedures described under "Redemption of Units" and "Conversion of Units" without paying any fee.

21) APPLICABLE LAW; JURISDICTION; LANGUAGE

Any claim arising between the Unitholders, the Management Company and the Depositary shall be settled according to the laws of the Grand Duchy of Luxembourg and subject to the jurisdiction of the District Court of Luxembourg, provided, however, that the Management Company and the Depositary may subject themselves and the Fund to the jurisdiction of courts of the countries in which the Units are offered or sold, with respect to claims by investors resident in such countries and, with respect to matters relating to subscriptions, redemptions and conversions by Unitholders resident in such countries, to the laws of such countries.

English shall be the governing language of these Management Regulations. These Management Regulations may also be translated into other languages. Any such translation shall only contain the same information and have the same meaning as the English language Management Regulations. To the extent that there is any inconsistency between the English language Management Regulations and the management regulations in another language, the English language Management Regulations will prevail, except to the extent (but only to the extent) required by law of any jurisdiction where the Units are sold, that in an action based upon disclosure in management regulations in a language other than English, the language of the management regulations on which such action is based shall prevail.

Executed in three originals on March 1st 2017 and effective on March 1st, 2017.

The Management Company The Depositary