

LFIS VISION

A public limited company (*société anonyme*), organized as an investment company with variable capital (*société d'investissement à capital variable*), under the laws of the Grand Duchy of Luxembourg

PRIVATE PLACEMENT MEMORANDUM

DECEMBER 2017

VISA 2017/110536-7896-0-PC

L'apposition du visa ne peut en aucun cas servir
d'argument de publicité
Luxembourg, le 2017-12-22
Commission de Surveillance du Secteur Financier

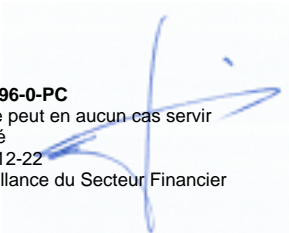


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MANAGEMENT AND ADMINISTRATION

LFIS VISION

REGISTERED OFFICE
60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

DIRECTORS OF THE COMPANY

Pierre Lasserre, Chairman of the Board of Directors
Member of the Executive Board of the group La Française and Chairman of the Supervisory Board of La Française Investment Solutions
Christophe Arnould Independent Director
Sophie Mosnier Independent Director
Sofiane Haj-Taieb
Chairman and Member of the Executive Board of La Française Investment Solutions

ALTERNATIVE INVESTMENT FUND MANAGER

La Française Investment Solutions
128, boulevard Raspail
F-75006 Paris
France

DEPOSITARY BANK AND PAYING AGENT

BNP Paribas Securities Services, *Succursale de Luxembourg*
60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

CENTRAL ADMINISTRATION (ADMINISTRATIVE, REGISTRAR AND TRANSFER AGENT)

BNP Paribas Securities Services, *Succursale de Luxembourg*
60, avenue J.F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

LEGAL ADVISERS

For matters relating to Luxembourg Law

Elvinger Hoss Prussen
société anonyme
2, place Winston Churchill
L-1340 Luxembourg
Grand Duchy of Luxembourg

For matters relating to US Law

Dechert LLP1900 K Street NW
Washington, DC 20006 USA

AUDITOR

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

The Private Placement Memorandum is divided into Part A "General Information", which describes the general features of the Company and Part B "The Sub-Funds", which contains the Supplement for each Sub-Fund describing each Sub-Fund's specific features.

1. DEFINITIONS

"**AIFM Directive**" means the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, as amended;

"**AIFM Law**" or "**2013 Law**" means the Luxembourg law of 12 July 2013 on alternative investment fund managers as amended;

"**AIFM Regulation**" means the Commission delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;

"**Alternative Investment Fund Manager**" or "**AIFM**" means La Française Investment Solutions;

"**Alternative Investment Fund Management Agreement**" means the agreement between the Company and the Alternative Investment Fund Manager as amended, supplemented or otherwise modified from time to time;

"**Annual General Meeting**" means the annual general meeting of the Shareholders;

"**Articles**" or "**Articles of Association**" means the articles of association of the Company, as the same may be amended, supplemented or otherwise modified from time to time;

"**Business Day**" means, unless stated otherwise in a particular Supplement with respect to a particular Sub-Fund, any day on which banks are open for business in Paris and Luxembourg;

"**Board of Directors**" or "**Directors**" means the board of directors of the Company;

"**Central Administration**" means BNP Paribas Securities Services, *Succursale de Luxembourg*;

"**Administrative Agreement**" means the agreement concluded between BNP Paribas Securities Services, *Succursale de Luxembourg* and the Company;

"**Class Currency**" refers to the currency of a Class, which may be different to the Sub-Fund currency;

"**Class(es) of Shares**" or "**Class(es)**" means a Class or Classes of Shares relating to a Sub-Fund for which specific features with respect to fee structures, distribution, marketing target or other specific features may be applicable. The details applicable to each Class will be described in the Supplement for the relevant Sub-Fund;

"**Cleared Funds Deadline**" means the deadline of receipt of subscription monies, as specified in the Supplement for each Sub-Fund;

"**Company**" means LFIS VISION, a public limited company (*société anonyme* or *S.A.*) under the laws of Luxembourg, which is registered as an investment company with variable capital (*société d'investissement à capital variable*) under the 2007 Law and the 1915 Law and which has been approved by the CSSF;

"**Constitutive Documents**" refers to this Private Placement Memorandum and the Articles of Association;

"**Controlling Person (US)**" means pursuant to article 1.1. (mm) of the IGA (as defined hereinafter) the natural person who exercises control over an entity. This term shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations;

"**CSSF**" means the Luxembourg financial supervisory authority ("*Commission de Surveillance du Secteur Financier*");

"**Depositary**" or "**Depositary Bank**" or "**Depositary Bank and Paying Agent**" means BNP Paribas Securities Services, *Succursale de Luxembourg*;

"**Depositary Agreement**" or "**Depositary Bank and Paying Agent Agreement**" refers to the agreement between the Company and the Depositary Bank;

"**Dilution Levy**" means the dilution levy that might be applied on a Sub-Fund if so specified in the Supplement for that particular Sub-Fund, the mechanism of which is described in section 14;

"**Director**" means a director of the Company;

"**Distributor**" means a duly appointed distributor with respect to a Sub-Fund, including, as the case may be, the AIFM;

"**EURO**" or "**EUR**" refers to the currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome in 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992);

"**Exchange Business Day**" means a day other than (1) (i) a day observed as a holiday on a stock exchange which (a) is the principal market for a significant proportion of the Sub-Fund's investment or (b) is a market for a significant proportion of the Sub-Fund's investment (the "**Stock Exchange**") or (ii) a day upon which the Stock Exchange closes before its scheduled closing time or (2) a day that is a holiday elsewhere and impedes the calculation of the fair market value of the investments of the Sub-Fund(s);

"**Extended Redemption Deadline**" means, with respect to a given Valuation Day for a Class of Shares of a Sub-Fund, the deadline of receipt of redemption orders to benefit from a partial or total exemption of any applicable Redemption Charge, if so specified in the Supplement for that particular Sub-Fund;

"**Fiscal Year**" means the first fiscal year and subsequently, the fiscal year of the Company, as further described in Section 23;

"**General Meeting**" refers to the general meeting of Shareholders of the Company or of any Sub-Fund, where applicable;

"**Income Policy**" means the income policy (accumulation or distribution) of a Sub-Fund, as specified in the Supplement for each Sub-Fund;

"**Initial Subscription Period**" means the period as defined in the Supplement for each Sub-Fund during which Shares of a Class of that Sub-Fund are offered for subscription at a fixed price;

"**Initial Subscription Price**" means the subscription price for Shares during the Initial Subscription Period, as defined in the Supplement for each Sub-Fund;

"**Institutional Investor**" means investors who qualify as institutional investor(s) including but not limited to credit institutions, other professional of the financial sector, insurance and reinsurance companies, social security institutions investing on their own account, pension funds, industrial and financial groups and their respective subsidiaries in charge of fund or asset management, as further defined under Luxembourg laws and the practice of the CSSF.

"**Investment Advisor**" means any investment advisor appointed from time to time by the AIFM with respect to any Sub-Fund, as indicated as the case may be in the Supplement for a particular Sub-Fund;

"**KIID**" means key investor information document within the meaning of the Commission Regulation (EU) n°583/2010;

"**Management Fee**" refers to the management fee payable by the Company to the AIFM;

"**Market Timing**" refers to any arbitrage method through which an investor or a Shareholder systematically subscribes and redeems or converts Shares of the Company within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the Net Asset Value of the Company;

"**Member State**" refers to a member state of the European Union;

"**Mémorial**" means the *Mémorial, Recueil des Sociétés et Associations* of the Grand Duchy of Luxembourg;

"**Monthly Indicative Net Asset Value**" means the official, but non-tradable, indicative only, net asset value of a Class of Shares of a Sub-Fund, calculated by the Central Administration, if so specified in a Supplement for a particular Sub-Fund;

"**Net Asset Value**" means the net asset value of the Company calculated as explained in section "Net Asset Value" of this Private Placement Memorandum;

"**Net Asset Value per Share**" means the Net Asset Value of the relevant Sub-Fund divided by the number of Shares in issue at the relevant time (including Shares in relation to which a Shareholder has requested redemption) or if a Sub-Fund has more than one Class of Shares in issue, the portion of the Net Asset Value of the relevant Sub-Fund attributable to a particular Class of Shares divided by the number of Shares of such Class in the relevant Sub-Fund which are in issue at the relevant time (including Shares in relation to which a Shareholder has requested redemption);

"**OECD Member State**" refers to a Member State of the Organization for Economic Co-operation and Development;

"**Offer**" refers to the offer by the Company of the Shares for subscription as described in this Private Placement Memorandum;

"**Payment for Redemptions**" means the timeline for payment of redemption proceeds, as specified in the Supplement for each Sub-Fund;

"**Performance Fee**" refers to the performance fee payable by the Sub-Funds to the AIFM, the details of which are set forth in the Supplement for each Sub-Fund as the case may be;

"**Processor**" refers to any entity located in the European Union or in any other countries which are deemed to offer adequate level of protection by the European Commission or by the National Commission for Data Protection;

"**Prohibited Person**" means any person, firm, partnership or corporate body, if in the sole opinion of the Company such holding may be detrimental to the interests of the existing shareholders of the Company, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Company may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred;

"**Professional Investors**" refers to investors who qualify as professional investors under the laws and regulations of Luxembourg, and notably as listed in Annex II of Directive 2014/65/EC, as amended or supplemented from time to time.

"**Private Placement Memorandum**" means the present Private Placement Memorandum of the Company including all Supplements for Sub-Funds;

"**Redemption Charge**" means any charge applied in case of redemption of Shares, based on the "**Redemption Charge Rate**", the details of which are set forth in the Supplement for each Sub-Fund as the case may be;

"**Redemption Deadline**" means the deadline of receipt of redemption orders, as specified in the Supplement for each Sub-Fund;

"**Redemption Price**" means the price of Share redemption;

"**Reference Currency**" means the currency of the Company, i.e. Euro;

"**Register**" means the register of Shareholders kept pursuant to the Articles;

"**Registrar and Transfer Agent**" means BNP Paribas Securities Services, *Succursale de Luxembourg*;

"**RESA**" means Recueil Electronique des Sociétés et Associations;

"**Share(s)**" means share(s) in the Company, of such Classes and denominated in such currencies and relating to such Sub-Funds as may be issued by the Company from time to time;

"**Shareholders**" means a person who is the holder of Shares in the Company;

"**SIF**" refers to a specialized investment fund subject to the 2007 Law;

"**Sub-Fund**" means each sub-fund of the Company, as established from time to time by the Directors, the details of which are set forth in the relevant Supplement;

"**Sub-Fund Currency**" refers to the currency that the assets of a Sub-Fund are valued in and which may differ from the Class Currency;

"**Subscription Charge**" means any charge applied in case of subscription of Shares, based on the "**Subscription Charge Rate**", the details of which are set forth in the Supplement for each Sub-Fund as the case may be;

"**Subscription Deadline**" means the deadline of receipt of subscription orders, as specified in the Supplement for each Sub-Fund;

"**Subscription Agreement**" means the agreement(s) which the Board of Directors may require to be signed by subscribers;

"**Subscription Form**" means the form(s) to be used for initial Share subscription, available at the Registrar and Transfer Agent including any Subscription Agreement if and as required by the Board of Directors;

"**Subscription Price**" means the price of Share subscription;

"**Supplement**" means, with respect to each Sub-Fund, its supplement attached in Part B of the Private Placement Memorandum, setting forth the details of the relevant Sub-Fund;

"**United States**" or "**US**" means the United States of America and any of its territories, possessions and other areas subject to its jurisdiction;

"**US Person**" shall have the same meaning as (i) in Section 902(k) of Regulation S of the 1933 Act (as defined below), as amended; (ii) persons who are not considered "non-United States persons" as defined in CFTC (i.e., Commodity Futures Trading Commission) rule 4.7 and/or (iii) as defined in any other applicable law, regulation or rule (including but not limited to FATCA, as defined below). The Board of Directors may further define the term "US Person";

"**Valuation Day**" refers to the date of determination of the Net Asset Value as more fully described for each Sub-Fund under Part B of this Private Placement Memorandum;

"**Well-Informed Investor**" refers to well-informed investors as defined in Article 2 of the 2007 Law, as amended from time to time;

"**1915 Law**" refers to the law relating to commercial companies dated 10 August 1915 as amended;

"**2007 Law**" refers to the law concerning specialized investment funds dated 13 February 2007 as amended;

"**2010 Law**" refers to the law relating to undertakings for collective investment dated 17 December 2010 as amended.

2. IMPORTANT INFORMATION

This Private Placement Memorandum is issued by LFIS Vision (the "**Company**"), an umbrella fund incorporated as a public limited company ("*société anonyme*" or S.A.) under the laws of Luxembourg, which is registered as an investment company with variable capital ("*société d'investissement à capital variable*") under Part II of the 2007 Law as amended and the 1915 Law. The Company is managed by the Alternative Investment Fund Manager who is established in another Member State (France) in accordance with Chapter II of the AIFM Directive and transposed locally within Luxembourg law by the 2013 Law.

The Offer contained in this Private Placement Memorandum is limited to Well-Informed Investors who have expressed an interest in investing in the Company. Pursuant to Article 2 of the 2007 Law, Well-Informed Investors refer to (i) an Institutional Investor, (ii) a Professional Investor (iii) or any other investor who has confirmed in writing that he adheres to the status of Well-Informed Investor and who either invests a minimum of EUR 125,000.- in the Company or has obtained an assessment made by a credit institution within the meaning of Directive 2006/48/EC, an investment company within the meaning of Directive 2004/39/EC or a management company within the meaning of Directive 2009/65/EC certifying the investor's expertise, experience and knowledge in adequately appraising an investment in the Company.

The registration of the Company as a specialized investment fund should not be interpreted as a positive assessment of the quality of the proposed investment by the CSSF. This Private Placement Memorandum is being issued to certain persons to whom it is permitted to promote investment in the Company in accordance with the 2007 Law and any regulations hereunder and the distribution of this Private Placement Memorandum to persons other than those thereby permitted is forbidden. The recipients of this Private Placement Memorandum may not forward or distribute copies of it to any other person.

Prospective investors in the Company must only rely on their own examination of the legal, taxation, financial and other consequences of any investment in the Company, including the risks involved. Prospective investors should not treat the contents of this Private Placement Memorandum as advice relating to legal, taxation, or investment matters described herein and are advised to consult their own professional advisors. This Private Placement Memorandum does not purport to be all-inclusive or necessarily to contain all the information that an investor may desire in investigating the Company or necessary to make an informed investment decision regarding the Offer.

The Company has taken reasonable care to ensure that the information stated in this Private Placement Memorandum is true and accurate. Neither the Company, the Board of Directors, nor any member, partner, manager, employee, counsel, officer, representative, agent or affiliate of any of them, makes any express or implied representation or warranty as to the accuracy or completeness of the information contained in this Private Placement Memorandum or made available in connection with any further investigation of the terms of the Offer. No person has been authorized to make any representation or to give any information other than the representations and information included in this document and, if made or given, any such other

representations or information may not be relied upon as having been made or given by or on behalf of the Company, the Board of Directors, or any other person. Neither the delivery of this Private Placement Memorandum nor the Offer shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Company since the date of this Private Placement Memorandum or that any information contained herein is correct at any time subsequent to the date hereof. In particular, investors should note that the information contained in this Private Placement Memorandum may be amended from time to time.

All questions regarding the Company should be directed to the Board of Directors.

This Private Placement Memorandum is submitted to the recipient on a confidential basis. By accepting this Private Placement Memorandum and other information supplied to prospective investors by the Company, the recipient agrees that neither it nor any of its members, partners, directors, employees or advisors shall use the information for any purpose other than for evaluating its proposed investment in the Company nor shall they divulge such information to any other party. This Private Placement Memorandum shall not be photocopied, reproduced or distributed to others without the prior written consent of the Board of Directors.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OF, OR THE SOLICITATION OF AN OFFER TO ACQUIRE, SHARES TO ANY PERSON IN ANY JURISDICTION TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. THE DISTRIBUTION OF THIS DOCUMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND THEREFORE PERSONS INTO WHOSE POSSESSION IT COMES SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS. ANY FAILURE TO COMPLY WITH THESE RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

Practices related to Market Timing are not allowed and the Board of Directors reserves the right to reject subscription, redemption and conversion orders from any investor or Shareholder who the Board of Directors suspects of using such practices and to take, if appropriate, the necessary measures to protect the other Shareholders of the Company.

United States:

The Shares have not been registered under the United States Securities Act of 1933 (the "**1933 Act**"), and the Company has not been registered under the United States Investment Company Act of 1940 (the "**1940 Act**"). The Shares may only be offered, sold, transferred or delivered, directly or indirectly, in the United States, its territories or possessions or to US Persons in reliance on certain exemptions from the registration requirements of the 1933 Act and the 1940 Act, and certain operational exemptions under the United States Commodity Exchange Act (the "**CEA**"). The Company may compulsorily redeem Shares held by a US Person or refuse to register any transfer to a US Person as it deems appropriate to ensure compliance with the 1933 Act, the 1940 Act and the CEA or any other applicable United States legislation. US Persons subscribing Shares of the Company may be asked to complete a specific Subscription Agreement or Form.

All applicable laws and regulations must be observed in any jurisdiction in which Shares may be offered or sold. No person may directly or indirectly offer, sell, reoffer, resell or transfer Shares or distribute this Private Placement Memorandum or any related document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge or belief, in compliance with all applicable laws and regulations.

No action has been nor will be taken to permit a public offer of the Shares in any jurisdiction. The shares are to be distributed on a private placement basis only.

The investors are not subscribing to the Shares with a view to distribution. They will be individually approached from time to time. This document is personal to each recipient thereof and does not constitute an offer to any other person. This document may only be used by the persons to whom it has been delivered in connection with the offering.

Generally, investment values can go down as well as up. Past performance is not indicative of future returns which may or may not be the same as or similar to past performance (see section "Investment Risks").

Terms in capital letters and abbreviations used in this Private Placement Memorandum have defined meanings, which are explained in the glossary at the beginning of this Private Placement Memorandum. The financial amounts in this Private Placement Memorandum are expressed in Euro unless otherwise stated.

This Private Placement Memorandum should be read in conjunction with, and is subject to, the detailed terms of the Articles of Association of the Company, which shall prevail in all cases.

The text of the Articles of Association, the Subscription Form in relation to the Offer and the last published annual report are available for inspection by investors at the registered office of the Company and the Depository respectively. Such documents will be sent free of charge to any investor upon request.

By accepting this Private Placement Memorandum, the recipient hereof agrees to be bound by this Private Placement Memorandum, the Articles of Association and the Subscription Form.

If you are in any doubt about the contents of this Private Placement Memorandum or the suitability of an investment in the Shares, you should consult your stockbroker, solicitor, accountant or other professional advisor.

For more information or to obtain a copy of the Private Placement Memorandum and the latest published annual report, please contact:

LFIS VISION
60, avenue J.F. Kennedy
L - 1855 Luxembourg
Grand Duchy of Luxembourg

As in the case of any investment, the Company cannot guarantee future performance and there can be no certainty that the investment objectives of the Company's individual Sub-Funds will be achieved.

As also indicated in the Articles, the Board of Directors may restrict or prevent the ownership of Shares by Prohibited Persons. For further information on Prohibited Persons, please consult the Company.

3. THE COMPANY

The Company was incorporated in the Grand Duchy of Luxembourg on 14th May 2013. The Company is organized as an umbrella fund incorporated as a public limited company (*société anonyme* or *S.A.*) under the laws of Luxembourg, which is registered as an investment company with variable capital ("*société d'investissement à capital variable*") under the 2007 Law and the 1915 Law.

The Articles were published in the Mémorial on 4th June 2013 under the register number B177538. The Articles and any amendments thereto, together with the mandatory legal notice, have been deposited with the *Registre du Commerce et des Sociétés* of Luxembourg where they are available for inspection and where copies thereof can be obtained.

Annual General Meetings will be held on the third Friday of May each year, at 11:00 am Luxembourg time at the Company's office or at such other place as is specified in the notice of meeting.

If any of such scheduled day is a legal bank holiday in Luxembourg, the Annual General Meeting shall be held on the next following bank business day in Luxembourg. Other meetings of shareholders may be held at such place and time as may be specified in the respective notices of meetings that will be published in compliance with the provisions of the 1915 Law.

Resolutions concerning the interests of the Shareholders of the Company shall be taken in a general meeting and resolutions concerning the particular rights of the Shareholders of a specific Sub-Fund shall in addition be taken by this Sub-Fund's general meeting.

The Reference Currency of the Company is the Euro.

4. THE ALTERNATIVE INVESTMENT FUND MANAGER

The Board of Directors has appointed La Française Investment Solutions, with registered office at 128, boulevard Raspail, F-75006 Paris, France, as AIFM to serve as the Company's alternative investment fund manager within the meaning of Chapter II of AIFM Directive and Chapter 2 of the AIFM Law and in accordance with the provisions of Part II of the 2007 Law.

The AIFM has been appointed under an Alternative Investment Fund Management Agreement, concluded for an indefinite period of time and which may be terminated by either party with three months' written notice, to manage the assets of the Company.

The Alternative Investment Fund Management Agreement is subject to Luxembourg law and any dispute may be raised before Luxembourg competent jurisdiction.

In consideration of its services, the AIFM is entitled to receive fees paid directly from the Company (out of the assets of the relevant Sub-Fund, as described in the Supplement for each Sub-Fund).

Third parties other than the Distributors, any appointed Investment Advisor, may receive a remuneration directly from the Company (out of the assets of the relevant Sub-Fund), as described in section 22 "Fees and Costs" and in the Supplement for each Sub-Fund.

La Française Investment Solutions is regulated in France by the *Autorité des Marchés Financiers* as a management company as from 12 February 2013 under number GP 13000004 and as an alternative investment fund manager as from 29 April 2014.

In order to cover potential liability risks resulting from professional negligence, the AIFM holds appropriate additional own funds in accordance with the provisions of the AIFM Directive as implemented in its legal order to cover any potential professional liability resulting from its activities as AIFM.

The AIFM shall in particular be responsible for the following duties towards the Company:

1. management of the assets of the Company (including portfolio and/or risk management as regards these assets);
2. marketing and distribution (if applicable) of the shares of the Company.

In accordance with applicable laws and regulations and with the prior consent of the *Autorité des Marchés Financiers*, the AIFM is empowered to delegate, under its responsibility, part of its duties and powers to any person or entity, which it may consider appropriate and which disposes of the requisite expertise and resources, it being understood that the Private Placement Memorandum shall the case being be amended accordingly.

Any such delegation will be performed in compliance with the provisions of Part II of the 2007 Law and the AIFM Law and Regulation.

The AIFM may further, under its control and supervision, and with consent and under supervision of the Board of Directors, appoint one or more Investment Advisors with respect to one or several Sub-Funds to provide investment information, recommendations and research concerning prospective and existing investments.

In accordance with the AIFM Directive and AIFM Regulation, the AIFM ensures that the delegates carry out the delegated functions effectively and in compliance with applicable law and regulatory requirements and must establish methods and procedures for reviewing on an ongoing basis the services provided by the delegates. The AIFM shall supervise effectively the delegated functions and manage the risks associated with the delegation and take appropriate action if it appears that the delegates cannot carry out the functions effectively or in compliance with applicable laws and regulatory requirements.

The AIFM shall:

1. act honestly, with due skill, care and diligence and fairly in conducting their activities;
2. act in the best interests of the Company or the investors of the funds they manage and the integrity of the market;
3. have and employ effectively the resources and procedures that are necessary for the proper performance of their business activities;
4. take all reasonable steps to avoid conflicts of interest and, when they cannot be avoided, to identify, manage and monitor and, where applicable, disclose, those conflicts of interest in order to prevent them from adversely affecting the interests of the Company and their investors and to ensure that the funds they manage are fairly treated;
5. comply with all regulatory requirements applicable to the conduct of their business activities so as to promote the best interests of the Company or the investors of the funds they manage and the integrity of the market; and
6. treat all the Company's investors fairly.

It cannot be excluded that a Shareholder be given a preferential treatment. Whenever a Shareholder obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of Shareholders who obtained such preferential treatment and, where relevant, their legal or economic links with the Company or the AIFM will be made available at the registered office of the Company within the limits required by the AIFM Law.

5. THE SUB-FUNDS

The Company is a multi-compartment structure consisting of several Sub-Funds, each one representing a specific portfolio of assets and liabilities. There is no cross liability between Sub-Funds.

The Sub-Funds may be distinguished mainly by their investment objectives and policies, minimum investment per investor, fee structure, Sub-Fund Currency, Class Currency and any other characteristics that the Board of Directors may decide from time to time. The specifications of each Sub-Fund are described within the relevant Sub-Fund Supplement in Part B of this Private Placement Memorandum. The Board of Directors may, in its discretion, at any time, decide to create additional Sub-Funds or to close an existing Sub-Fund and in such cases, this Private Placement Memorandum will be updated accordingly.

The Company retains the right to offer at its discretion certain Sub-Funds for purchase by specific investors. Information on the availability and specific features of each Sub-Fund are described within the relevant Sub-Fund Supplement in Part B of this Private Placement Memorandum.

6. INVESTMENTS BY WELL-INFORMED INVESTORS

Shares are exclusively reserved for Well-Informed Investors. The Company will not issue Shares, or give effect to any Transfer of Shares as specified in section 15 of this Private Placement Memorandum to any prospective investor who is not a Well-Informed Investor.

The Company (and the Central Administration acting on behalf of the Company) reserves the right to request the necessary information to verify the identity of a prospective investor and its status in respect of the qualification as a Well-Informed Investor. In the event of delay or failure by the prospective investor to provide the aforementioned necessary information, the Company (and the Central Administration acting on behalf of the Company) may refuse to accept the subscription application or transfer notice.

7. CAPITAL STOCK

The Company was incorporated with a subscribed capital of EUR 31,000.- as follows: thirty one (31) Shares at an initial price of EUR 1,000.-, with no par value and fully paid-up.

The Company's capital corresponds at all times to the aggregate Net Asset Value of the different Sub-Funds which is represented by the aggregate of the Classes of Shares. For the purpose of determining the capital of the Company, the net assets attributable to each Sub-Fund, if not expressed in Euro, will be converted into Euro at the then prevailing exchange rate in Luxembourg.

The minimum subscribed capital of the Company must reach EUR 1,250,000.- (one million two hundred fifty thousand euro) within 12 months following the authorization granted by the CSSF.

8. INVESTMENT OBJECTIVES AND RESTRICTIONS

8.1 General investment objectives

The Board of Directors may change the investment policy of the Company or the specific investment policies of the Sub-Fund subject to a notification to shareholders at least one calendar month before the entry into force of the modification. Upon this sending, shareholders, if changes are material, are granted free of charge redemptions of their shares. Once the modification has occurred, the Private Placement Memorandum will be amended accordingly.

The objective of the Company is to ensure for the Shareholders the benefit of the results of the management of its assets and to seek to achieve the objectives of each Sub-Fund as described within the relevant Sub-Fund Supplement in Part B of this Private Placement Memorandum.

The Sub-Funds' assets will be invested in conformity with the investment objective and policy of each Sub-Fund as described in the Supplement for each Sub-Fund.

The Company may, for each Sub-Fund, enter into standard agreements for the purpose of investment, including but not limited to, the ISDA master agreement, the global master securities lending agreement or equivalent agreements under any relevant national law.

The Company may grant guarantees in favour of its creditors and/or counterparties.

Unless expressly mentioned otherwise in a Supplement for a particular Sub-Fund, the following principles will apply to the Sub-Funds.

8.2 General investment restrictions

I- In the case that the Company comprises more than one Sub-Fund, each Sub-Fund shall be regarded as a separate undertaking in collective investments for the purpose of the investment objectives, policy and restrictions of the Company.

II- The Company will be subject to the following investment restrictions:

- a) None of the Company's Sub-Funds may invest more than 30% of its assets in securities of the same type issued by the same issuer. This restriction does not apply to:
 1. investments in securities issued or guaranteed by an OECD Member State or its regional or local authorities or by European Union, regional or global supranational institutions and bodies;
 2. Investments in underlying investment funds that are subject to risk-spreading requirements at least comparable to those applicable to Luxembourg-based SIFs. For the purpose of the application of this restriction, every sub-fund of an underlying umbrella investment fund is to be considered as a separate issuer provided that the principle of segregation of liabilities among the various sub-funds *vis-à-vis* third parties is ensured.
- b) Short sales may not in principle result in the SIF holding a short position in securities of the same type issued by the same issuer representing more than 30% of its assets.
- c) The Company may not grant guarantees in favor of a third party, but without prejudice to the rights of the Company to make financial commitments or guarantees or give warranties or indemnities in respect of its investment or disinvestment.
- d) When using financial derivative instruments (whether dealt in on a regulated market or in over-the-counter ("**OTC derivatives**") and/or securities lending transactions as well as sale with right of repurchase transactions, repurchase and reverse repurchase agreement transactions (here after "**Efficient Portfolio Management Techniques**"), each Sub-Fund must ensure, via appropriate diversification of the underlying assets, a similar level of risk-spreading. Similarly, the counterparty risk in an OTC transaction shall be limited having regard to the quality and qualification of the counterparty, as further specified in the relevant Supplement. As the case may be, cash collateral received by each Sub-Fund in relation to any of these OTC transactions may be reinvested. The securities purchased through a reverse repurchase agreement transaction must conform to the Company's investment policy and must, together with the other securities that the Company holds in its portfolio, globally respect the Company's investment restrictions.
- e) Unless otherwise stated in the relevant Supplement, none of the Sub-Funds will invest more than 10 per cent of its Net Asset Value in units of other collective investment undertakings.

When a Sub-Fund has acquired units of other collective investment undertakings, the assets of the respective UCITS or other collective investment undertakings do not have to be combined for the purposes of the limits laid down in this section.

- f) When a Sub-Fund invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the same 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 Companies' investment in the units of such other UCITS and/or UCIs. The Company for each Sub-Fund that invests a substantial proportion of its assets in other UCITS and/or other UCIs will disclose in this Private Placement Memorandum the maximum level of the management fees 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.

The Company may employ leverage (through the use of, without limitation, financial derivatives as well as any embedded derivatives, cash borrowing and/or reinvestment of collateral received under OTC derivative transactions or efficient portfolio management techniques) at any time to pursue its investment objectives and policies. The leverage of each Sub-Fund, defined as being the ratio between the market risk exposure and the

Sub-Funds' net assets through the use of financial derivatives (as well as any embedded derivatives) shall be subject to the limitations as further specified in the relevant Supplement. In the same manner, any specific restriction on the use of leverage and collateral and assets reuse arrangements will be disclosed in the relevant Supplement.

During the initial ramp-up period (which lasts over a maximum period of 6 months after the launching of a Sub-Fund), the concerned Sub-Fund might not comply with the investment restrictions above mentioned.

If a Sub-Fund uses securities financing transactions as defined in Regulation (EU) 2015/2365 on transparency of securities financing transaction and of reuse and amending Regulation (EU) No 648/2012 (the "**SFT Regulation**") all the information required by the SFT Regulation will be available upon request at the registered office of the AIFM.

9. RISK FACTORS

The investments of each Sub-Fund are subject to market fluctuations and the risks are inherent to investments in transferable securities and other eligible assets. There is no guarantee that the investment-return objective will be achieved. The value of investments and the income they generate may go down as well as up and it is possible that Shareholders will not recover their initial investments.

The risks inherent to the different Sub-Funds depend on their investment objective and policy, i.e. among others the markets invested in, the investments held in portfolio, etc.

Investors should be aware of the risks inherent to the following instruments or investment objectives, although this list is in no way exhaustive:

9.1 General

(i) Risk of Loss

An investment in the Shares of the Sub-Funds is speculative and entails substantial risk. An investor could lose all or substantially all of its investment in any Sub-Fund. The Shares of the Sub-Funds are only suitable for persons willing to accept and able to absorb such risks. No one should consider investing more than they can afford to lose.

(ii) Reliance on the AIFM

The AIFM will have the responsibility for the Sub-Fund's investment activities. Investors must rely on the judgment of the AIFM in exercising this responsibility. In addition, since the performance of a Sub-Fund is wholly dependent on the skills of the AIFM if the services of the AIFM or its principals were to become unavailable, such unavailability might have a detrimental effect on the relevant Sub-Fund and its performance.

Moreover, there can be no assurance that the AIFM of any Sub-Fund will successfully implement the strategy of the relevant Sub-Fund. The investments of the Sub-Funds may go up and down due to changing economic, political or market conditions, or due to an issuer's individual situation.

(iii) Declining Performance with Asset Growth

Trading large positions may adversely affect prices and performance. In addition, there can be no assurance that appropriate investment opportunities will be available to accommodate future increases in assets under management which may require the AIFM to modify its investment decisions for relevant Sub-Fund because the AIFM cannot deploy all the assets in the manner it desires.

(iv) Effect of Substantial Redemptions

Substantial redemptions by Shareholders within a short period of time could require a Sub-Fund to liquidate securities positions more rapidly than would otherwise be desirable, which could adversely affect the value of both the Shares being redeemed and the outstanding Shares and/or disrupt the AIFM's investment strategy. Reduction in the size of a Sub-Fund could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in such Sub-Fund's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

(v) Leverage

The Sub-Funds may achieve some leverage through the use of, without limitation, financial derivatives as well as any embedded derivatives, cash borrowing and/or reinvestment of collateral received under OTC derivative transactions or efficient portfolio management techniques. The use of leverage creates special risks and may significantly increase the Sub-Funds' investment risk. Leverage creates an opportunity for greater yield and total return but, at the same time, exposes a Sub-Fund to greater capital risk than an unlevered vehicle.

(vi) Hedging techniques

The Company may engage in currency hedging transactions with regards to certain Class of Shares (the "**Hedged Share Class**"). Hedged Share Classes are designed (i) to minimize, when a Class of Shares has a

Class Currency denominated in a currency other than the Sub-Fund Currency, exchange rate fluctuations between the Class Currency of the Hedged Share Class and the Sub-Fund Currency or (ii) to reduce exchange rate fluctuations between the Class Currency of the Hedged Share Class and other material currencies within the Sub-Fund's portfolio.

The hedging will be undertaken to reduce exchange rate fluctuations in case the Class Currency of the Sub-Fund or other material currencies within the Sub-Fund is (are) declining or increasing in value relative to the hedged currency. The hedging strategy employed will seek to reduce as far as possible the exposure of the Hedged Share Classes and no assurance can be given that the hedging objective will be achieved. In the case of a net flow to or from a Hedged Share Class the hedging may not be adjusted and reflected in the net asset value of the Hedged Share Class until the following or a subsequent Business Day following the Valuation Day on which the instruction was accepted. This risk for holders of any Hedged Share Class may be mitigated by using any of the efficient portfolio management techniques and instruments (including currency options and forward currency exchange contracts, currency futures, written call options and purchased put options on currencies and currency swaps), within the conditions and limits imposed by the Luxembourg financial supervisory authority. Investors should be aware that the hedging strategy may substantially limit Shareholders of the relevant Hedged Share Class from benefiting from any potential increase in value of the Class of Shares expressed in the Class Currency(ies), if the Hedged Share Class currency falls against the Class Currency(ies). Additionally, Shareholders of the Hedged Share Class may be exposed to fluctuations in the Net Asset Value per Share reflecting the gains/losses on and the costs of the relevant financial instruments. The gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Hedged Share Class. Any financial instruments used to implement such hedging strategies with respect to one or more Classes of a Sub-Fund shall be assets and/or liabilities of such Sub-Fund as a whole, but will be attributable to the relevant Class(es) and the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant Class. However, due to the lack of segregated liabilities between Classes of the same Sub-Fund, costs which are principally attributed to a specific Class may be ultimately charged to the Sub-Fund as a whole. Any currency exposure of a Class may not be combined with or offset against that of any other Class of a Sub-Fund. The currency exposure of the assets attributable to a Class may not be allocated to other Classes. No intentional leveraging should result from currency hedging transactions of a Class although hedging may exceed 100% for short periods between redemption instructions and execution of the hedge trade.

(vii) Trade execution and selection of brokers and dealers

Many of the trading techniques used by the Sub-Funds require the rapid and efficient execution of transactions. Inefficient executions can result in a Sub-Fund being unable to exploit the small pricing differentials that the AIFM may seek to exploit and impact, possibly materially, the profitability of a Sub-Fund's positions.

The policy of the AIFM regarding purchases and sales for its portfolios is that primary consideration will be given to obtaining the most favorable execution of the transactions in seeking to implement the investment strategy of the relevant Sub-Fund. The AIFM will effect transactions with those brokers, dealers, banks and other counterparties (collectively, "**brokers and dealers**") which the AIFM believes provide the most favorable net prices and who are capable of providing efficient executions. Additional considerations include the ability of brokers and dealers to provide internal and external research services, special execution capabilities, clearance, settlement or other services including communications and data processing and other similar equipment and services and the furnishing of stock quotation and other similar information. The AIFM also may cause a broker or dealer who provides such certain services to be paid a commission or, in the case of a dealer, a dealer spread for executing a portfolio transaction, which is in excess of the amount of commission or spread another broker or dealer would have charged for effecting that transaction. On some occasions the AIFM may "step out" a commission or send part of a commission to a broker who did not execute the order. Prior to making such an allocation to a broker or dealer, however, the AIFM will make a good faith determination that such commission or spread was reasonable in relation to the value of the brokerage, research or other services provided, viewed in terms of that particular transaction or in terms of all the transactions over which the AIFM or its affiliates exercise trading discretion and will ensure that the relevant Sub-Fund derives a direct or indirect economic interest from such an allocation.

(viii) Restricted Securities

A Sub-Fund may invest in securities which may only be offered to qualified institutional investors (such as but not limited to QIBS as defined in the US Securities Act of 1933) or other securities that contain restrictions of their negotiability and/or issue. Such investments may be less liquid, making it difficult to acquire or to dispose of such investments which may lead to a Sub-Fund experiencing adverse price movement upon any such disposal. Such restricted securities may be but are not limited to securities known as "Rule 144A Securities".

Rule 144A securities are privately offered securities that can be resold only to certain qualified institutional buyers. As such securities are traded among a limited number of investors, certain Rule 144A securities may be illiquid and involve the risk that a Sub-Fund may not be able to dispose of these securities quickly or in adverse market conditions.

9.2 Market Risks

(i) Valuation of the Sub-Fund's assets

Investors in the Shares should be aware that an investment in the Shares involves assessing the risk of an investment linked to the Sub-Fund's assets.

The value of the Sub-Fund's assets may vary over time and may increase or decrease by reference to a variety of factors which may include, amongst others, corporate actions, macro-economic factors and speculation.

(ii) Interest rate risk

Interest rate risk involves the risk that when interest rates decline, the market value of fixed-income securities tends to increase. Conversely, when interest rates increase, the market value of fixed-income securities tends to decline. Long-term fixed-income securities will normally have more price volatility because of this risk than short-term fixed-income securities. A rise in interest rates generally can be expected to depress the value of the Sub-Funds' investments. The Sub-Fund shall be actively managed to mitigate market risk, but it is not guaranteed to be able to accomplish its objective at any given period.

(iii) Credit risk

An investment in bonds or other debt securities involves counterparty risk of the issuer of such bonds or debt securities which may be evidenced by the issuer's credit rating. An investment in bonds or other debt securities issued by issuers with a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than that of more highly rated issuers. In the event that any issuer of bonds or other debt securities experiences financial or economic difficulties this may affect the value of the bonds or other debt securities (which may be zero) and any amounts paid on such bonds or other debt securities (which may be zero). This may in turn affect the Net Asset Value per Share.

(iv) Currency risk

Currency risk involves the risk that the value of an investment denominated in currencies other than the Class Currency of a Sub-Fund may be affected favorably or unfavorably by fluctuations in exchange rates.

In addition, fluctuations in exchange rates may affect the value of the Shares. Shareholders of Classes of Shares denominated in a currency other than the Sub-Fund Currency will be subject to the risk that the value of their respective currency will fluctuate against the Sub-Fund Currency. The Sub-Fund may, at the discretion of the AIFM, attempt to reduce or minimize the effect of fluctuations in the exchange rate on the value of the Class of Shares having a Class Currency denominated in a currency other than the Sub-Fund Currency. Due to the foregoing, each Class of Shares may differ from each other in their overall performance.

There is no guarantee that any such FX hedging will achieve the objective of reducing the effect of exchange rate fluctuations.

(v) Market Volatility risk

Market volatility affects the performance of the Shares, and of a Sub-Fund's assets. The level of market volatility is not purely a measurement of the actual volatility, but is largely determined by the prices for instruments which offer investors exposure to or protection against such market volatility. The prices of these instruments are determined by forces of supply and demand in the options and derivatives markets generally. These forces are, themselves, affected by factors such as actual market volatility, expected volatility, macro-economic factors and speculation.

(vi) Liquidity risk

Liquidity risk exists when a particular instrument is difficult to purchase or sell. Certain types of assets or securities may be difficult to buy or sell, particularly during adverse market conditions. If a derivative transaction is particularly large or if the relevant market is illiquid, it may not be possible to initiate a transaction or liquidate a position at an advantageous price. This may in turn affect the Net Asset Value of the Sub-Fund and/or the capacity of the Company to process redemption orders and pay repurchase proceeds within the time period stated in the Private Placement Memorandum.

(vii) Less developed or emerging market risk

Investors should note that certain Sub-Funds may invest in less developed or emerging markets as described in the Sub-Funds' specifics in Part B of this Private Placement Memorandum. Investing in less developed or emerging markets may carry a higher risk than investing in developed markets.

The securities markets of less developed or emerging markets are generally smaller, less developed, less liquid and more volatile than the securities markets of developed markets. The risk of significant fluctuations in the net asset value and of the suspension of redemptions in those Sub-Funds may be higher than for Sub-Funds investing in major markets. In addition, there may be a higher than usual risk of political, economic, social and religious instability and adverse changes in government regulations and laws in less developed or emerging markets, which could affect the investments in those markets. The assets of Sub-Funds investing in such markets, as well as the income derived from the Sub-Fund, may also be affected unfavorably by fluctuations in currency rates and exchange control and tax regulations and consequently the net asset value of Shares of these Sub-Funds may be subject to significant volatility. Some of these markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those of more developed countries and the securities markets of such markets may be subject to unexpected closure. In addition, there may be less government supervision, legal regulation and less well defined tax laws and procedures than in more developed securities markets.

Moreover, settlement systems in emerging markets may be less well organized than in developed markets. Thus there may be a risk that settlement may be delayed and that cash or securities of the concerned 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 Company 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 Company 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 Company's claims in any of these events.

(viii) Foreign securities

A Sub-Fund's investment activities relating to foreign securities may involve numerous risks resulting from market and currency fluctuations, future adverse political and economic developments, the possible imposition of restrictions on the repatriation of currency or other governmental law or restrictions, reduced availability of public information concerning issuers and the lack of uniform accounting, auditing and financial reporting standards or other regulatory practices and requirements comparable to those applicable to companies in the investor's domicile. In addition, securities issued by companies or governments in some countries may be illiquid and have higher price volatility and, with respect to certain countries, there is a possibility of expropriation, nationalization, exchange control restrictions, confiscator taxation and limitations on the use or removal of funds or other assets of a Sub-Fund, including withholding of dividends. Certain securities held by a Sub-Fund may be subject to government taxes that could reduce the yield on such securities, and fluctuation in foreign currency exchange rates may affect the price of a Sub-Fund's securities and the appreciation or depreciation of investments. Certain types of investments may result in currency conversion expenses and higher custodial expenses. The ability of a Sub-Fund to invest in securities of companies or governments of certain countries may be limited or, in some cases, prohibited. As a result, larger positions of a Sub-Fund's assets may be invested in those countries where such limitations do not exist. In addition, policies established by the governments of certain countries may adversely affect a Sub-Fund's investments and the ability of a Sub-Fund to achieve its investment objective.

(ix) Equity risk

The value of all Sub-Funds that invest in equity and equity related securities will be affected by economic, political, market, and issuer specific changes. Such changes may adversely affect securities, regardless of company specific performance. Additionally, different industries, financial markets, and securities can react differently to these changes. Such fluctuations of the Sub-Fund's value are often exacerbated in the short-term as well. The risk that one or more companies in a Sub-Fund's portfolio will fall, or fail to rise, can adversely affect the overall portfolio performance in any given period.

9.3 Use of derivatives

(i) General

The Sub-Funds may engage, within the limits established in their respective investment policy and the legal investment restrictions, in various portfolio strategies involving the use of derivative instruments for hedging or efficient portfolio management purposes.

The use of such derivative instruments may or may not achieve its intended objective and involves additional risks inherent to these instruments and techniques.

In case of a hedging purpose of such transactions, the existence of a direct link between them and the assets to be hedged is necessary, which means in principle that the volume of deals made in a given currency or market cannot exceed the total value of the assets denominated in that currency, invested in this market or the term for which the portfolio assets are held. In principle no additional market risks are inflicted by such operations. The additional risks are therefore limited to the derivative specific risks.

In case of a trading purpose of such transactions, the assets held in portfolio will not necessarily secure the derivative. In essence the Sub-Fund is therefore exposed to additional market risk in case of option writing or short forward/future positions (i.e. underlying needs to be provided/purchased at exercise/maturity of contract).

Furthermore the Sub-Fund incurs specific derivative risks amplified by the leverage structure of such products (e.g. volatility of underlying, counterparty risk in case of OTC, market liquidity, etc.).

(ii) Synthetic Short Selling

A Sub-Fund may synthetically short sell through cash settled contracts for difference or derivatives for hedging purposes or for investment purposes. Synthetic short selling allows the investor to profit from declines in market prices. The extent to which a Sub-Fund engages in synthetic short sales will depend upon the AIFM's investment strategy and perception of market direction.

Synthetic short selling involves trading on margin and can involve greater risk than investments based on a long position. A synthetic short sale of a security involves the risk of a theoretically unlimited increase in the market price of the underlying security.

(iii) Liquidity Risk

Liquidity risk exists when a particular instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is illiquid, it may not be possible to initiate a transaction or liquidate a position at an advantageous price.

(iv) Counterparty Risk

A Sub-Fund is subject to the risk of the insolvency of its counterparties (such as broker-dealers, futures commission merchants, banks or other financial institutions, exchanges or clearinghouses).

A Sub-Fund may enter into transactions in OTC markets, which will expose it to the credit of its counterparties and their ability to satisfy the terms of such contracts. This exposes a Sub-Fund to the risk that counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing such Sub-Fund to suffer a loss. Such "counterparty risk" is accentuated in contracts with longer maturities where events may intervene to prevent settlement.

Although the Sub-Funds intend to enter into transactions only with counterparties that the Company believes to be creditworthy and the Sub-Funds will attempt to reduce their exposure by obtaining collateral and/or buy credit protection in appropriate cases, there can be no assurance that a counterparty will not default and that the Sub-Funds will not sustain a loss on a transaction as a result. For example, a Sub-Fund may enter into swap arrangements or other derivative techniques as specified in the relevant Supplement, each of which exposes it to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of counterparty, a Sub-Fund could experience delays in liquidating positions and consequent significant losses.

Such losses might include, but are not limited to, declines in the value of investments during the period in which a Sub-Fund seeks to enforce its rights, inability to realize any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated.

Generally, the Company will not be restricted from dealing with any particular counterparties. Notwithstanding a complete and exhaustive due diligence performed by the Company, it cannot be excluded that a counterparty's creditworthiness proves to be insufficient. The absence of a regulated market to facilitate settlement may increase the potential for losses for the Company.

(v) Valuation Risks

Other risks in using derivatives include the risk of differing valuations of derivatives arising out of different permitted valuation methods. Many derivatives, in particular OTC Derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued.

Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to a Sub-Fund. However, this risk is limited as the valuation method used to value OTC Derivatives involves an independent check of the valuations provided by the counterparties and is verifiable by an independent auditor.

9.4 The AIFM risk management process

The AIFM has established and maintains a permanent risk management function that implements effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to each Sub-Fund's investment strategy. Furthermore, the risk management process ensures an independent review of the valuation policies and procedures as per Article 70 (3) of AIFM Regulation.

The risk profile of each Sub-Fund shall correspond to the size, portfolio structure and investment strategy of each respective Sub-Fund.

The Sub-Funds may, for the purpose of (i) hedging, (ii) efficient portfolio management and/or (iii) implementing its investment strategy, use any type of financial derivative instruments. The AIFM applies a comprehensive process based on qualitative and quantitative risk measures to assess the risks of each Sub-Fund. It thereby differentiates between liquid or sufficiently liquid assets and illiquid assets.

Leverage

In accordance with the 2013 Law, the AIFM will for each Sub-Fund provide to competent authorities and investors the level of leverage of the Company both on a gross and on a commitment method basis in accordance with the gross method as set out in Article 7 and the commitment method as set out in Article 8 AIFM Regulation.

The AIFM will set a maximum level of leverage which may be employed within each respective Sub-Fund as specified in each Sub-Fund's Supplement in Part B to this Private Placement Memorandum. In case the leverage employed as calculated according to the commitment methodology exceeds three times its net asset value, a special disclosure in accordance with Article 109 AIFM Regulation will be made.

Liquidity Management

The AIFM employs appropriate liquidity management methods and adopts procedures which enable it to monitor the liquidity risk of each Sub-Fund. The AIFM ensures that, for each Sub-Fund it manages, the investment and financing strategy, the liquidity profile and the redemption policy are consistent.

The Board of Directors may, under exceptional circumstances and in the interest of the relevant Sub-Fund or of the Shareholders of the relevant Sub-Fund, apply gates and/or side pockets.

10. THE CLASSES OF SHARES

The Board of Directors may, at its sole discretion, decide to issue, within each Sub-Fund, separate Classes of Shares, which may carry different rights and obligations, inter alia with regard to distributions, their fee structure, their minimum initial subscription and holding amounts, their redemption rights or their target investors. Information on the availability and specific features of the Classes within each Sub-Fund are described within the relevant Sub-Fund Supplement in Part B of this Private Placement Memorandum. A Class is expressed in its Class Currency as set out within the relevant Sub-Fund Supplement in Part B of this Private Placement Memorandum. The Company retains the right to offer at its discretion only one or more Classes for purchase by specific investors.

The Board of Directors may also decide to create at any time additional Classes or to close an existing Class and in such case Part B of this Private Placement Memorandum will be updated.

Shares of each Class will be issued with no par value in registered form only. There will be no material issue of certificates for Shares.

All registered Shares issued by the Company shall be registered in the Register of the Company, which shall be kept by the Central Administration. The registration of the registered Shareholder's name in the Register evidences the registered Shareholder's ownership of the Shares. Each registered Shareholder will receive written confirmation of its shareholding in the Company.

Fractions of Shares may be issued, up to three decimal places.

Each whole Share or fraction of a Share is entitled to participate within the relevant Class, in the profits of and distributions by, the relevant Sub-Fund and Company and in its assets on liquidation or closure relating to the Sub-Fund or Class. In other respects, all Shares have the same rights and privileges, except as defined in the section "Fees and Costs". Each whole Share is entitled to one vote at all General Meetings and one vote relating to matters concerning a particular Sub-Fund or Class of Shares. Fractions of Shares will not entitle the holder to vote. Shares are transferable subject to the prior written consent of the Board of Directors and in accordance with the section entitled "Transfer and Conversion of Shares".

11. INCOME POLICY

Within each Sub-Fund, the Board of Directors may in its sole discretion decide to issue accumulating and/or distributing Shares. The Income Policy applicable for each Class of Shares or Sub-Fund is further described in each Supplement for a Sub-Fund in Part B of this Private Placement Memorandum.

If the Income Policy is distribution and a dividend is declared by the Company, it will be paid to each concerned Shareholder in the Class Currency of the relevant Sub-Fund.

Dividend payments are restricted by law in that they may not reduce the assets of the Company below the required minimum capital.

In the event that a dividend is declared and remains unclaimed after a period of five (5) years from the date of declaration, such dividend will be forfeited and will revert to the Class or Sub-Fund in relation to which it was declared.

12. NET ASSET VALUE

As at the date of the current Private Placement Memorandum, the Company has delegated the calculation of the Net Asset Value of the Company to the Central Administration.

The Net Asset Value per Share will be determined by the Central Administration under the supervision of the Company and the AIFM on each Valuation Day as indicated in the Supplement for each Sub-Fund as well as on any other day as determined by the Board of Directors. The Net Asset Value per Share will be expressed in the Class Currency as indicated in the Supplement for each Sub-Fund.

The Net Asset Value per Share of each Class will be calculated by dividing (i) the value of the assets of the Sub-Fund properly able to be allocated to such Class less the liabilities of the Sub-Fund properly able to be allocated to such Class by (ii) the number of Shares then outstanding in the Class on the relevant Valuation Day.

The Net Asset Value per Share of each Class may be rounded up or down to the nearest two decimals of the Class Currency. If Valuation Day is not a Business Day, the Net Asset Value per Share of that Valuation Day will be calculated on the next Business Day.

When a Valuation Day falls on a day that is not an Exchange Business Day, then such Valuation Day shall be the day specified as such in the Supplement for each Sub-Fund or any other day specified as being a Valuation Day by the Board of Directors.

The assets of each Sub-Fund of the Company shall be deemed to include:

- a) all securities, debt securities, shares and units of investment funds, options and other investments and securities owned or contracted for by the Company on account of such Sub-Fund;
- b) all cash in hand or on deposit for the account of such Sub-Fund, which may be held on an accessory and temporary basis, including any interest accrued thereon;
- c) all bills and demand notes and accounts receivable (including proceeds of securities sold but not delivered), which may be held on an accessory and temporary basis for the account of such Sub-Fund;
- d) all stock dividends, cash dividends, cash distributions receivable by the Company in respect of investments of the Sub-Fund to the extent information thereon is reasonably available to the Company;
- f) all interest accrued on any interest bearing securities held by the Company for the account of the Sub-Fund, except to the extent that the same is included or reflected in the principal amount of such security;
- g) the primary expenses of the Company insofar as the same have not been fully amortized; and
- h) all other assets of every kind and nature, including real estates, attributable to the Sub-Fund, including pre-paid expenses.

The Central Administration, having due regards to the standard of care and due diligence in this respect, shall, when calculating the Net Asset Value, rely on the valuations as determined in application of the pricing policy agreed with the AIFM.

For the purpose of determining the value of each Sub-Fund's investments and if one or more pricing sources fail to provide valuations, the Central Administration may, in line with the pricing policy agreed with the AIFM, rely upon valuation provided by the AIFM or information received from various pricing sources (including brokers) duly authorized to that effect by the AIFM. In circumstances where one or more pricing sources fail to provide valuations for an important part of the assets, the Central Administration is authorized to delay the calculation of the Net Asset Value in accordance with the Board of Directors' instructions. The Board of Directors may then decide to suspend the Net Asset Value calculation, in accordance with the procedures set out in this Private Placement Memorandum.

The liabilities of each Sub-Fund of the Company shall be deemed to include:

- a) all loans, bills and accounts payable;
- b) all accrued or payable administrative expenses, including but not limited to the Directors, administration, advisory and custodian fees;
- c) all known liabilities, present and future, including all matured contractual obligations for payments of money or property;
- d) an appropriate provision for future taxes based on capital and income to the Valuation Day, as determined from time to time by the Company, and other reserves, if any, authorized and approved by the Board of Directors; and
- e) all other liabilities of each Sub-Fund of the Company of whatsoever kind and nature except liabilities represented by Shares in the Company.

For the purpose of the Net Asset Value calculation:

- a) Shares in respect of which subscription has been accepted but payment has not yet been received shall not be deemed to be existing;
- b) Shares of the Company to be redeemed shall, until paid, be deemed to be a liability of the Company;
- c) all investments, cash balances and other assets of the Company not expressed in Euro, shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value; and
- d) effect shall be given on any Valuation Day to any purchases or sales of securities contracted for by the Company on such Valuation Day, to the extent practicable.

The calculation of the Net Asset Value and the issue, subscription, redemption and conversion of Shares of any Classes of any Sub-Fund may be temporarily suspended by the Board of Directors in the following circumstances:

1. during any period (other than ordinary holidays or customary weekend closings) when any market or stock exchange is closed, which is the main market or stock exchange for a significant part of the Sub-Fund's investments, for in which trading therein is restricted or suspended; or
2. during any period when an emergency exists as a result of which it is impossible to dispose of investments which constitute a substantial portion of the assets of a Sub-Fund; or it is impossible to transfer monies involved in the acquisition or disposition of investments at normal rates of exchange; or it is impossible for the Company fairly to determine the value of any assets in a Sub-Fund; or
3. during any breakdown in the means of communication normally employed in determining the price of any of the Sub-Fund's investments or of current prices on any stock exchange; or
4. when for any reason the prices of any investment owned by the Sub-Fund cannot be reasonable, promptly or accurately ascertained; or
5. during the period when remittance of monies which will or may be involved in the purchase or sale of any of the Sub-Fund's investments cannot, in the opinion of the Board of Directors, be carried out at normal rates of exchange; or
6. following a possible decision to liquidate or dissolve the Company or one or several Sub-Funds; or
7. in all other cases in which the Board of Directors considers a suspension to be in the best interest of the Company or its shareholders.

Any redemption request made or in abeyance during such a suspension period may be withdrawn by written notice to be received by the Company before the end of such suspension period. Should such withdrawal not be effectuated, the Shares in question shall be redeemed on the first Valuation Date following the termination of the suspension period. Shareholders who have requested the issue or redemption of Shares shall be informed of such suspension when such request is made.

Any application for subscription or redemption of Shares is irrevocable except in case of suspension of the calculation of the Net Asset Value in the relevant Sub-Fund, in which case Shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company, such application will be dealt with on the first Valuation Date following the end of the period of suspension.

The suspension of the calculation of the Net Asset Value and of the issue, subscription, redemption and conversion of the Shares of any Classes of any Sub-Fund shall be notified by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby. The Company shall notify Shareholders requesting redemption of their Shares of such suspension. The suspension period should in principle not exceed 3 months, otherwise the Board of Directors may decide either to redeem shares or to liquidate the Company at the best interests of the Shareholders.

The value of the assets of each Sub-Fund is determined as follows:

1. transferable securities and money market instruments admitted to official listing on a stock exchange or dealt with in on another market in a non-Member State which is regulated, operates regularly and is recognised and open to the public provided, are valued on the basis of the last known price. If the same security is quoted on different markets, the quotation of the main market for this security will be used. If there is no relevant quotation or if the quotations are not representative of the fair value, the evaluation will be done in good faith by the AIFM with a view to establish the probable sales price for such securities;
2. non-listed securities are valued on the basis of their probable sales price as determined in good faith by the AIFM;
3. liquid assets are valued at their nominal value plus accrued interest;
4. derivatives are valued at market value.

Whenever a foreign exchange rate is needed in order to determine the Net Asset Value of a Class, the applicable foreign exchange rate on the respective Valuation Day will be used.

In addition, appropriate provisions will be made to account for the charges and fees charged to the Sub-Funds and Classes as well as accrued income on investments.

In the event it is impossible or incorrect to carry out a valuation in accordance with the above rules owing to particular circumstances, such as hidden credit risk, the AIFM is entitled to use other generally recognised valuation principles, which can be examined by an auditor, in order to reach a proper valuation of each Sub-Fund's total assets.

13. ISSUE / SUBSCRIPTION OF SHARES

Application for subscription for Shares

An applicant's first subscription for Shares must be made to the Registrar Agent and Transfer Agent. Subscription Forms as well as a Subscription Agreement (if required by the Board of Directors) should be completed by the applicants wishing to subscribe for Shares.

Subsequent subscriptions for Shares may be made in writing or by fax addressed to the Transfer Agent, the Distributor or any intermediary situated in a country where the Company is marketed, specifying the number of Shares or the amount in Shares applied for subscription, the name of the Sub-Fund and Class, the manner of payment and the personal details of the subscriber. In addition, subscribers may be required to sign a Subscription Agreement for subsequent subscriptions for Shares if and as required by the Board of Directors. Orders sent directly to the Transfer Agent can also be sent by swift.

Subscription Price

Any subscription of Shares in a Class will be made at the Subscription Price.

The Subscription Price will be equal to (1) during the Initial Subscription Period for the relevant Class, the Initial Subscription Price for that Class (as described in the Supplement for each Sub-Fund); and (2) after the Initial Subscription Period, the Net Asset Value per Share for the relevant Class on the applicable Valuation Day.

The Initial Subscription Period (which may last one day) and the Initial Subscription Price per Share of each additional Class or Sub-Fund will be determined by the Directors and described in the Supplement for the

relevant additional Sub-Fund / Class in a Sub-Fund. Upon activation of an additional Class in a Sub-Fund, the Initial Subscription Price per Share for that Class may be equal either (i) to the Initial Subscription Price per Share in a Class of that Sub-Fund during the Initial Subscription Period of that Sub-Fund or (ii) to the current Net Asset Value per Share in an existing Class of the Sub-Fund, upon decision in its sole discretion by the Board of Directors.

Subscription Charge

A Subscription Charge may be applied by the Transfer Agent, the Distributor, the Depositary Bank, or any intermediary situated in a country where the Company is privately marketed with respect to a particular Class of Shares subscribed for, equal to the Subscription Price multiplied by the Subscription Charge Rate specified as the case may be in the Supplement for a particular Sub-Fund.

Subscription Deadline / Payment for subscriptions

Applications for subscriptions must be received by the Registrar and Transfer Agent (i) with respect to the Initial Subscription Period, before the end of the Initial Subscription Period and (ii) after the Initial Subscription Period, before the applicable Subscription Deadline (specified in the Supplement for each Sub-Fund) with respect to a Valuation Day to be dealt with on the basis of the relevant Net Asset Value of that Valuation Day.

Applications for subscriptions received by the Registrar and Transfer Agent (as defined in section 19 below) (i) after the end of the Initial Subscription Period or (ii) after the applicable Subscription Deadline with respect to a Valuation Day, will be dealt with on the basis of the Net Asset Value of the following Valuation Day.

Payments for subscriptions must have been received in the Class Currency of the relevant Sub-Fund / Class of Share by the Company before (i) during the Initial Subscription Period, before the end of the Initial Subscription Period (ii) after the Initial Subscription Period, before the Cleared Funds Deadline described in the Supplement for each Sub-Fund.

Payments for subscriptions must be received by electronic transfer net of all bank charges. Payments made by the applicant by cheque are not accepted.

The applicant will bear any taxes or other expenses attached to the application.

Notification of transaction

A confirmation statement will be sent to the subscriber (or his nominated agent if so requested by the subscriber) as soon as reasonably practicable, providing full details of the transaction. Subscribers should always check this statement to ensure that the transaction has been accurately recorded.

Subscribers are given a personal account number on acceptance of their initial subscription, and this, together with the Shareholder's personal details, is proof of their identity to the Company. This account number should be used by the Shareholder for all future dealings with the Company and the Registrar and Transfer Agent.

Any change to the Shareholder's personal details, loss of account number, must be notified immediately to the Registrar and Transfer Agent.

Failure to do so may result in the delay of an application for redemption. The Company reserves the right to require an indemnity or other verification of title or claim to title countersigned by a bank, stockbroker or other party acceptable to it before accepting such changes. If any subscription is not accepted in whole or in part, the subscription monies or the balance outstanding will be returned to the subscriber by post or bank transfer at the subscriber's risk.

Rejection of Subscriptions

The Board of Directors reserves the right to accept or refuse in its sole discretion any application of subscription for Shares in whole or in part, in which case a notice of rejection will be mailed to the applicant and the subscription amount re-transferred to the applicant's bank account with no interest, less applicable expenses of the Central Administration, if any.

Suspension of the calculation of the Net Asset Value

No Shares will be issued by the Company during any period in which the calculation of the Net Asset Value of the relevant Sub-Fund is suspended by the Company pursuant to the powers contained in the Articles and as described in section "Net Asset Value" above.

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

Minimum Subscription Amount and Minimum Holding Amount

Classes may have a Minimum Subscription Amount and / or a Minimum Holding Amount (as indicated in the Supplement for each Sub-Fund). The Company may in its discretion waive this Minimum Subscription Amount and / or Minimum Holding Amount. In particular, this applies for Shareholders staggering investments over time, reaching above-mentioned thresholds over time.

If, as a result of a redemption of Shares, the value of a Shareholder's holding in a Class becomes less than the relevant Minimum Holding Amount, then the Company may elect to compulsorily redeem the entire holding of such Shareholder in the relevant Class. It is expected that such compulsory redemptions will not be implemented if the value of the Shareholder's Shares falls below the Minimum Holding Amount solely as a result of market conditions. The concerned Shareholder will receive a thirty (30) calendar days prior written notice that its Shares will be compulsorily redeemed, provided that they subscribe sufficient additional Shares of the relevant Class so as to avoid such compulsory redemption.

The Board of Directors or the AIFM may, in its sole discretion and taking due consideration of the principle of equal treatment between shareholders, modify or waive the Minimum Subscription Amount and/or Minimum Holding Amount disclosed in the relevant Supplement or accept smaller subscription amount, provided that the requirements as regards Well-Informed Investors under the 2007 Law are complied with.

Data protection considerations

In accordance with data protection law applicable in Luxembourg (including, but not limited to, the Luxembourg Law dated 2 August 2002 concerning the Protection of Persons with regard to the Processing of Personal Data, as amended from time to time), data subjects acknowledge and agree that the Company, as data controller, collects, stores and processes by electronic or other means the data supplied by them at the time of their subscription for the purposes outlined below.

The personal data (including in particular data subject's name, contact details and Commitments) supplied by the data subject is processed for the following purposes:

1. maintaining the Register of Company;
2. processing subscriptions and redemptions of Shares and distributions (if any) to Shareholders;
3. maintaining controls in respect of late trading and market timing practices;
4. complying with applicable anti-money laundering legislation, FATCA (Foreign Account Tax Compliance Act) regulations, legislation for the purpose of application of the common reporting standard (the "CRS") or similar laws and regulations (e.g. at OECD or EU level);
5. marketing; and
6. more generally providing services in relation to the investments in the Company.

Each data subject has a right to object to the use of his, her or its personal data for marketing purposes. This objection must be made in writing to the Company.

The Board of Directors, subject to legal confidentiality restrictions, delegate the processing of the personal data to one or more Processors, such as the Central Administration, the Depositary or their respective affiliates, the appointed legal and professional advisors of those entities in connection with the operations of Company, the Company's investments, any banks and financial institutions that provide financing facilities to the Company and that require such information for the purposes indicated above, and to the legal advisors and investment consultants of such persons.

To enable the processing of personal information for the purposes set out above, each data subject hereby consents to his, her or its personal data being transferred to the Processors as described above. Each data subject hereby also consents to his, her or its personal data also being transferred (or disclosed), in such cases as are lawful under the above-mentioned Law of 2 August 2002, to Processors or third parties located in countries outside of the European Union, including the United States, which may not have data protection laws as comprehensive as those within the European Union.

Each data subject has a right to access his, her or its personal data and may ask for a rectification thereof in cases where such personal data is inaccurate or incomplete. For these purposes, the data subject may contact the Company in writing at 60, avenue J.F. Kennedy, L-1885 Luxembourg.

In the event a data subject fails to provide the personal data to the Company, the Board of Directors may reject the prospective investor's subscription. Data subjects acknowledge and accept that failure to provide relevant personal data requested by the Company in the course of their relationship with the Company may

prevent them from maintaining their holdings in the Company and may be reported by the Company, the AIFM and/or the Central Administration to the relevant Luxembourg authorities.

Data subjects acknowledge and accept that the Company, the AIFM or the Central Administration will report any relevant information in relation to their investments in the Company to the Luxembourg tax authorities which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed under FATCA, CRS at OECD and EU levels or equivalent Luxembourg legislation.

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

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

14. REDEMPTION OF SHARES

The Company is an open-ended fund, meaning that Shareholders are allowed to redeem their Shares at their own request.

Procedure for redemption of Shares

Shares of any Class may be redeemed at any time in whole or in part on the basis of the Redemption Price per Share as described below. Each Sub-Fund shall at all times have enough liquidity to enable satisfaction of any requests for redemption of Shares.

Shareholders wishing to have all or some of their Shares redeemed by the Company may apply to do so by fax or by letter to the Registrar and Transfer Agent.

The application for redemption of Shares must include: (a) the number of Shares the Shareholder wishes to redeem, and (b) the Class and Sub-Funds from which Shares are to be redeemed. In addition, the application for redemption must include the shareholder's personal details together with his account number. Failure to provide any of the aforementioned information may result in delay of such application for redemption whilst verification is being sought from the Shareholder.

Subject to the provisions above in section 12 "Net Asset Value", applications for redemption will be considered as binding and irrevocable by the Company and must be duly signed by all registered Shareholders, save in the case of joint registered Shareholders where an acceptable power of attorney has been provided to the Company.

All redemption applications will be dealt with in strict order in which they are received.

Redemption Price / Redemption Charge

The Redemption Price per Share will be equal to the Net Asset Value per Share on the applicable Valuation Day.

A Redemption Charge may be applied by the Registrar and Transfer Agent, the Distributor, the Depositary Bank, or any intermediary situated in a country where the Company is privately marketed with respect to a particular Class of Shares redeemed for, equal to the Redemption Price multiplied by the Redemption Charge Rate specified as the case may be in the Supplement for a particular Sub-Fund.

Redemption Deadline

Applications for redemptions must be received by the Registrar and Transfer Agent before the applicable Redemption Deadline (specified in the Supplement for each Sub-Fund) with respect to a Valuation Day to be dealt with on the basis of the relevant Net Asset Value of that Valuation Day.

Applications for redemptions received by the Registrar and Transfer Agent after the applicable Redemption Deadline with respect to a Valuation Day will be dealt with on the basis of the Net Asset Value of the following Valuation Day.

The applicant will bear any taxes or other expenses attached to the redemption application.

All applications for redemption will be dealt at an unknown Net Asset Value ("forward pricing")

Different time limits may apply if redemption for Shares are made through a Distributor and/or any intermediary (including but not limited to correspondent banks which may be appointed in any given country) but in any case, the Distributor and/or the intermediary will make sure that with respect to a given Valuation Day, redemption orders are received by the Registrar and Transfer Agent before the Redemption Deadline. No Distributor or intermediary is permitted to withhold redemption orders to benefit personally from a price change. Shareholders should note that they might be unable to purchase or redeem Shares through a Distributor and/or an intermediary on days that such Distributor and/or intermediary is not open for business.

Any application for redemption received after the Redemption Deadline with respect to a given Valuation Day will be processed on the basis of the Net Asset Value per Share determined on the following Valuation Day.

A confirmation statement will be sent to the Shareholder detailing the redemption proceeds due thereto as soon as reasonably practicable after determination of the Redemption Price of the Shares being redeemed. Shareholders should check this statement to ensure that the transaction has been accurately recorded.

Payment for Redemptions

Payment for Redemptions will be generally effected in the time period determined in the Supplement for each Sub-Fund.

The Board of Directors reserves the right to delay further payment without interest accruing, if market conditions are unfavorable, and it is, in the Board of Directors' reasonable opinion, in the best interest of the remaining Shareholders. However, the delay for the payment of redeemed Shares will not exceed 10 Business Days after the relevant Valuation Day, except as otherwise specified in a Supplement for a Sub-Fund.

Shares redeemed shall be cancelled immediately from the Register.

Redemption in kind

If so specified in a Supplement for a particular Sub-Fund, the Company may have the right, if the Board of Directors so determines and with the consent of the Shareholder concerned, to satisfy payment in kind of the redemption price to any Shareholder by allocating to such Shareholder investments from the portfolio set up in connection with such Classes of Shares equal in value as of the Valuation Day on which the redemption price is calculated to the value of Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders of the relevant Sub-Fund, and the valuation used shall be confirmed by a special report of the Auditor. The cost of such transfer shall be borne by the Shareholder involved.

Temporary Suspension of Redemption

The right of any Shareholder to require the redemption of its Shares will be suspended during any period in which the calculation of the Net Asset Value per Share of the relevant Sub-Fund is suspended by the Company as described in section 12 "Net Asset Value". Notice of the suspension period will be given to any Shareholder applying for redemption of Shares. Withdrawal of an application for redemption will only be effective if written notification is received by the Registrar and Transfer Agent before termination of the period of suspension, failing which the Shares in question will be redeemed with respect to the first Valuation Day following the end of the suspension period on the basis of the following Net Asset Value per Share determined.

Procedures for redemptions representing 10% or more of the net assets of any Sub-Fund

If any application for redemption is received in respect of any one Valuation Day (the "**First Valuation Day**"), which either singly or when aggregated with other such applications so received, represents more than 10% of the Net Asset Value of any Sub-Fund, the Company reserves the right, in its sole and absolute discretion and without liability (and in the reasonable opinion of the Board of Directors to do so is in the best interest of the remaining Shareholders), to scale down pro rata each application with respect to such First Valuation Day so that not more than 10% of the Net Asset Value of the Sub-Funds be redeemed or converted on such First Valuation Day.

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

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

Shareholders should note that the Redemption Price of Shares in any Class may be higher or lower than the Initial Subscription Price paid by the shareholder depending on the Net Asset Value per Share of the Class at the time of redemption.

Redemptions of Shares at the initiative of the Board of Directors

Shares may be redeemed at the initiative of the Board of Directors in accordance with, and in the circumstances set out in the Articles of Association.

The Board of Directors may in particular decide to compulsorily redeem Shares wholly or in part in the following circumstances:

- a) The Shares are held by Shareholders not authorized to buy or own Shares in the Company, e.g. a Shareholder that no longer qualifies as "Well-Informed Investors" as defined in the 2007 Law as referred to in this Private Placement Memorandum;
- b) In case of liquidation or merger of Sub-Funds or Classes of Shares;
- c) In all other circumstances as the Board of Directors may deem appropriate in accordance with the terms and conditions set out in the Subscription Form or the Articles of Association.

Redemption Price shall be calculated according to the principles laid down in this Private Placement Memorandum. Except in the case c) above, the Board of Directors may impose such penalty as it deems fair and appropriate.

Shareholders are required to notify the Central Administration immediately if at any time they become US Persons or hold Shares for the account or benefit of US Persons in order to determine eligibility and proceed with possible reporting requirements.

Dilution Levy

If so specified in a supplement for a particular Sub-Fund, the following Dilution Levy may be applied on the relevant Sub-Fund:

The Dilution Levy is a charge which may be applied to the relevant Sub-Fund, at the sole discretion of the Board of Directors, with respect to subscriptions, redemptions and conversions of Shares of such Sub-Fund on any Valuation Day. The effect of the Dilution Levy is that the estimated bid/offer spread and transaction costs that arise when the AIFM has to trade assets of the relevant Sub-Fund as a result of capital activity will not be incurred by the existing or remaining Shareholders of the relevant Sub-Fund, but by the subscribing investors and converting or redeeming Shareholders only. The purpose of the Dilution Levy is to protect existing or remaining Shareholders in the Sub-Fund. The Dilution Levy will be added as a premium to, or deducted as a discount from, the Net Asset Value per Share. The Dilution Levy will be credited to the Sub-Fund for the benefit of the existing or remaining Shareholders.

With respect to subscriptions, redemptions and conversions of Shares of a relevant Sub-Fund, a Dilution Levy to the Net Asset Value per Share may be applied to the net subscriptions, redemptions and conversions of the relevant Shareholder in a Sub-Fund exceeding the threshold specified in the Supplement for that particular Sub-Fund. The rate of the Dilution Levy will be determined by the Board of Directors and will be varied from time to time at the Directors' discretion to reflect the current market conditions, so as to best protect existing or remaining Shareholders, but shall in any case not exceed the maximum rate as specified in the Supplement for a particular Sub-Fund. Further, any current applicable rate for a Sub-Fund shall be available on request from the Registrar and Transfer Agent as well as any further details with respect to the Dilution Levy.

15. TRANSFER AND CONVERSION OF SHARES

Transfer of Shares

Unless otherwise provided for in a Supplement for a particular Sub-Fund, a Shareholder may transfer Shares to the existing Shareholders or to any third party with the prior written approval of the Board of Directors of the Company, and the Board of Directors may in its discretion and without indicating any reason decline to approve or register such transfer.

No transfer of all or any part of any investor's Shares in any Sub-fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), shall be valid or effective if:

1. the transfer would result in a violation of any law or regulation of Luxembourg, the US or any other jurisdiction (including, without limitation, the US Securities Act, any securities laws of the individual states of the United States) or subject the Company or any Sub-fund to any other adverse tax, legal or regulatory consequences as determined by the Company;
2. the transfer would result in a violation of any term or condition of the Articles of Association;
3. the transfer would result in the Company being required to register as an investment company under the US Investment Company Act; and;

It shall be a condition of any transfers that:

- the transferee represents in a form acceptable to the Company that such transferee is a Well-Informed Investor within the meaning of the 2007 Law, and that the proposed transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it;
- the transferee undertakes to fully and completely assume all outstanding obligations of the transferor towards the Company under the transferor's Subscription Form setting out the terms of the participation of the transferor in the Company.

Conversion between Sub-Funds / Classes of Shares

Unless otherwise provided for in a Supplement for a particular Sub-Fund, Shares of any Class may be converted into Shares of any other Class of the same or of another Sub-Fund, upon written instructions addressed to the registered office of the Company or the Distributor. No conversion fee will be charged. Shareholders may be requested to bear the difference in subscription fee between the Sub-Fund from which they disinvest and the Sub-Fund of which they become shareholders, should the subscription fee of the Sub-Fund into which the shareholders are converting their Shares be higher than the fee of the Sub-Fund from which they disinvest.

Conversion orders received by the Registrar and Transfer Agent on a Valuation Day before the Conversion Cut-Off (as specified in the Supplement for each Sub-Fund) with respect to a Valuation Day will be dealt with on the basis of the relevant Net Asset Value established on that Valuation Day. Conversion requests received by the Registrar and Transfer Agent after the Conversion Cut-Off with respect to a Valuation Day will be dealt with on the basis of the Net Asset Value of the following Valuation Day. Conversion of Shares will only be made on a Valuation Day if the Net Asset Value of the Shares of both Classes is calculated on that day.

The Board of Directors will determine the number of Shares into which a Shareholder wishes to convert its existing Shares in accordance with the following formula:

$$A = \frac{(B \times C)}{E} * EX$$

A = The number of Shares in the new Class of Shares to be issued

B = The number of Shares in the original Class of Shares

C = The Net Asset Value per Share in the original Class of Shares

E = The Net Asset Value per Share of the new Class of Shares

EX = The exchange rate on the relevant conversion day between the currency of the Class of Shares to be converted and the currency of the Class of Shares to be assigned. If the two relevant Classes are denominated in the same currency, EX will be equal to 1.

If requests for conversion on any Valuation Day exceed 10% of the Net Asset Value of a Sub-Fund, the Company reserves the right to postpone the conversion of all or part of such Shares to the following Valuation Day. On the following Valuation Day, such requests will be dealt with in priority to any subsequent requests for conversion.

The conversion of Shares of any Sub-Fund shall be suspended on any occasion when the calculation of the Net Asset Value thereof is suspended.

16. LATE TRADING/MARKET TIMING POLICY

The Company takes appropriate measures to ensure that subscription, redemption and conversion requests will not be accepted after the relevant Subscription Deadline, Redemption Deadline and/or Conversion Deadline for such requests in this Private Placement Memorandum.

The Company does not knowingly allow investments which are associated with market timing or similar practices, as such practices may adversely affect the interests of all shareholders. The Company reserves the right to reject subscription, redemption and conversion orders from a Shareholder which the Company suspects of using such practices and to take, if appropriate, other necessary measures to protect the other Shareholders of the Company.

As set out in the CSSF Circular 04/146, market timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts units or shares of the same fund within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the net asset values.

17. TAXATION

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

Taxation of the Company

In accordance with current legislation and current practices, the Company is not liable for any Luxembourg income, profits or gains tax. Likewise, distributions paid by the Company are not subject to any Luxembourg withholding tax. The Company is not subject to net wealth tax.

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

The Company is subject to an annual subscription tax ("*taxe d'abonnement*") in Luxembourg corresponding to 0.01% of the value of the net assets. This tax is payable quarterly on the basis of the net assets of the Company calculated at the end of the quarter to which the tax relates. However, for Sub-Funds that are invested in other Luxembourg investments funds, which in turn are subject to the subscription tax provided by the 2010 Law and the 2007 Law, no subscription tax is due from the Company on the portion of assets invested therein.

Subscription tax exemption applies to (i) the investments in other UCIs, which have already been subject to the Luxembourg subscription tax, (ii) money market SIFs as well as individual compartments with multiple compartments of SIFs, (iii) SIFs, compartments thereof or dedicated classes reserved for retirement pension schemes, and (iv), SIFs and individual compartments thereof whose the main object is the investment in microfinance institutions.

Interest and dividend income received by the Company may be subject to non-recoverable withholding taxes in the source countries. The Company may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The Company may benefit from double tax treaties entered into by Luxembourg, which may provide for exemption from withholding tax or reduction of the withholding tax rate. The Company may, in its sole and absolute discretion, invest using special purpose or intermediary vehicles including such corporate "blocker" vehicles as it deems appropriate.

Distributions made by the Company are not subject to withholding tax in Luxembourg.

Luxembourg taxation of the Shareholders

Luxembourg resident individuals

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

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

Distributions made by the Company to Luxembourg resident individual investors will be subject to income tax.

Luxembourg personal income tax is levied following a progressive income tax scale, and increased by the solidarity surcharge (*contribution au fonds pour l'emploi*) giving an effective maximum marginal tax rate of 45.78% in 2017.

Luxembourg resident corporate

Luxembourg resident corporate investors will be subject to corporate taxation at the rate of 27.08% (in 2017 for entities having their registered office in Luxembourg-City) on capital gains realised upon disposal of Shares and on the distribution received from the Company.

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

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

Non Luxembourg residents

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

Investors should inform themselves of and, when appropriate, consult their professional advisors on the possible tax consequences of purchasing, holding, transferring or disposing Shares under the laws of their country of citizenship, residence, domicile or incorporation.

Automatic Exchange of Information

The Organisation for Economic Co-operation and Development ("**OECD**") has developed a common reporting standard ("**CRS**") to achieve a comprehensive and multilateral automatic exchange of information ("**AEOI**") on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation (the "**Euro-CRS Directive**") was adopted in order to implement the CRS among the Member States.

The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation (the "**CRS Law**"). The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally

resident in an EU Member State other than Luxembourg or in a country with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the asset holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

Accordingly, the Company may require its investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status and report information regarding a shareholder and his/her/its account to the Luxembourg tax authorities (*Administration des Contributions Directes*), if such account is deemed a CRS reportable account under the CRS Law. The Company shall communicate any information to the investor according to which (i) the Company is responsible for the treatment of the personal data provided for in the CRS Law; (ii) the personal data will *inter alia* be used for the purposes of the CRS Law; (iii) the personal data may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*); (iv) responding to CRS-related questions is mandatory and accordingly the potential consequences in case of no response; and (v) the investor has a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

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

In addition, Luxembourg signed the OECD's multilateral competent authority agreement (the "**Multilateral Agreement**") to automatically exchange information under the CRS. The Multilateral Agreement aims to implement the CRS among non-Member States; it requires agreements on a country-by-country basis. The Company reserves the right to refuse any application for Shares if the information provided or not provided does not satisfy the requirements under the CRS Law.

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

Important Information for US Persons

The US Securities and Exchange Commission has not reviewed or approved this Private Placement Memorandum, nor has it approved the Shares. Any representation to the contrary is a criminal offence. None of the Shares have been or will be registered under the 1933 Act or registered or qualified under applicable state statutes. The Company is not registered under the 1940 Act. US Persons will be asked to complete specific Subscription Agreements and Forms.

Foreign Account Tax Compliance Act ("FATCA")

The Foreign Account Tax Compliance Act ("**FATCA**"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the US ("**foreign financial institutions**" or "**FFIs**") to pass information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the US tax authorities, the Internal Revenue Service ("**IRS**") on an annual basis. A 30% withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement.

On 28 March 2014, the Grand Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement with the United States of America and a memorandum of understanding in respect thereof. The Company would hence have to comply with this IGA as, implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA (the "**FATCA Law**") in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. The Company expects to be treated as a Reporting Luxembourg Financial Institution under the FATCA Law and the Luxembourg IGA. As such, the Company will generally be required to collect information aiming to identify its direct and indirect shareholders that are Specified US Persons for FATCA purposes ("**reportable accounts**"). Any such information on reportable accounts provided to the Company will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America pursuant to Article 28 of the convention between the Government of the United States of America and the Government of the Grand-Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996. The Company intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Company. The Company will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

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

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

The Company will prevent the ownership of Shares in the Company by any legal or natural person where holding of Shares in the exclusive opinion of the Company may prove to be detrimental to the Company under FATCA, the FATCA Law and the Luxembourg IGA. The provisions of Articles 9 and 13 of the Articles will apply to the holding of Shares by a person where such holding may result in a breach of the Company's obligations under FATCA, the FATCA Law and the Luxembourg IGA and be thus detrimental to the Company, its Shareholders or have an impact on the status of the Company.

The Company shall communicate any information to the investor according to which (i) the Company is responsible for the treatment of the personal data provided for in the FATCA Law; (ii) the personal data will *inter alia* be used for the purposes of the FATCA Law; (iii) the personal data may be communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*); (iv) responding to FATCA-related questions is mandatory and accordingly the potential consequences in case of no response; and (v) the investor has a right of access to and rectification of the data communicated to the Luxembourg tax authorities (*Administration des Contributions Directes*).

All prospective investors and Shareholders in the Company should consult with their own tax advisors regarding the possible implication of FATCA on their return to investment therein.

18. BOARD OF DIRECTORS

Unless otherwise provided under the 1915 Law, this Private Placement Memorandum or the Articles of Incorporation, the Board of Directors shall have the broadest powers to perform all acts of administration and disposition of the Company. All power not expressly reserved under the 1915 Law or the Articles of Incorporation to the General Meetings shall be exercisable by the Board of Directors.

In particular, subject to the restrictions contained in this Private Placement Memorandum and the 1915 Law, the Board of Directors shall have power to implement the investment policies and borrowing restrictions, as well as the course of conduct of the management and business affairs of the Company and to manage the investments for the account of the Company with a view to achieving the investment objectives of each Sub-Fund as described within the relevant Sub-Fund's Supplement in Part B of this Private Placement Memorandum. The Board of Directors shall have complete discretion and full power, authority and right to represent and bind the Company, either itself or wholly in part through its authorized agents or delegates.

The Board of Directors is granted with the power to take any decisions on the following items (this list being not exhaustive and not limitative):

1. appointment and replacement of the Central Administration;
2. appointment and replacement of the Depositary;
3. appointment and replacement of the AIFM;
4. suspension of the Net Asset Value calculation;
5. scaling down pro rata of each application with respect to a Valuation Day so that not more than 10% of the Net Asset Value of the Sub-Funds be redeemed or converted on such Valuation Day;
6. the Company's annual accounts;
7. all changes of the investment objectives and restrictions of the concerned Sub-Fund;
8. launch of any new Sub-Fund or Class of Shares and liquidation / close of any existing Sub-Fund or Class of Shares, under the conditions set forth in this Private Placement Memorandum.

19. CENTRAL ADMINISTRATION (ADMINISTRATIVE, REGISTRAR AND TRANSFER AGENT) – DEPOSITARY BANK AND PAYING AGENT

Central Administration, Domiciliary Agent

The Company has entered into an Administrative Agreement with BNP Paribas Securities Services, *Succursale de Luxembourg*, for an indefinite period of time. This Administrative Agreement may be terminated by either party with 90 calendar days prior written notice.

The Central Administration is responsible for the general administrative functions of the Company as required by Luxembourg law and, as the case may be, for processing the issue and redemption of Shares, the maintenance of accounting records for the Company and the calculation of the Net Asset Value of the Shares of each Sub-Fund, and the AIFM shall provide, with the assistance of specialized and reputable service providers, or cause third party specialized and reputable service providers to provide, the Central Administration with the pricing/valuation of the assets as per section 12 "Net Asset Value".

The Central Administration will be responsible as well for providing and supervising the mailing of statements, reports, notices and other documents to the Shareholders.

As a Domiciliary Agent, BNP Paribas Securities Services, *Succursale de Luxembourg* provides a registered office and mail address to the Company as well as ancillary services, further to a Domicile and Listing Agency Agreement dated 24 May 2013.

The fees for the Central Administration's duties are charged in accordance with usual bank practice as agreed from time to time pursuant to the Administrative Agreement.

Depositary and Paying Agent

Moreover, the Company and the AIFM have entered into a Depositary Agreement with BNP Paribas Securities Services, *Succursale de Luxembourg* as Depositary Bank, for an indefinite period of time, in accordance with the 2007 Law and the 2013 Law. This Depositary Agreement may be terminated by either party with 90 calendar days' prior written notice.

BNP Paribas Securities Services, *Succursale de Luxembourg* is licensed to carry out banking activities under the terms of the Luxembourg act of 5 April 1993 on the financial sector, as amended, and is specialised in custody, fund administration and related services. The share capital of the Depositary amounted to EUR 177,453,913 as at September 2016.

Investors are invited to consult the Depositary Agreement to have a better understanding and knowledge of the limited duties and liabilities of the Depositary.

The Depositary is a service provider to the Company and is not responsible for the preparation of this Private Placement Memorandum and therefore accepts no responsibility for the accuracy of any information contained in this Private Placement Memorandum or the validity of the structure and investments of the Company.

The Depositary has been entrusted with the custody of financial instruments and/or, as the case may be, the oversight verification and recordkeeping of the Company's other assets and it shall fulfil the obligations and duties provided for in Part II of the 2007 Law and the AIFM Law. In addition, the Depositary Bank shall ensure an effective and proper monitoring of the Company's cash flows. It will further ensure that:

- the sale, issue, re-purchase, redemption and cancellation of Shares are carried out in accordance with the 2007 Law, the AIFM Law, the Private Placement Memorandum and the Articles of Incorporation;
- the value of the Shares is calculated in accordance with the 2007 Law, the AIFM Law, the Articles of Incorporation, the Private Placement Memorandum and the procedures laid down in Article 19 of the AIFM Directive;
- it carries out the instructions of the Company and the AIFM, unless they conflict with applicable Luxembourg law or, the Private Placement Memorandum or the Articles of Incorporation;
- in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits;

- the Company's incomes are applied in accordance with the 2007 Law, the AIFM Law, the Private Placement Memorandum and the Articles of Incorporation.

In compliance with the provisions of the Depositary Agreement, the AIFM Law and article 89.2 of the AIFM Regulation, the Depositary may, under certain conditions, entrust part or all of the financial instruments which are placed under its custody to correspondent banks or third party agents as appointed from time to time. The Depositary Bank's liability shall not be affected by any such delegation.

However, where the conditions set out in Article 101 of the AIFM Regulation are met (including but not limited to natural events beyond human control or influence, war, riots or other major upheavals and the adoption of any law, decree, regulation, decision or order by any government or governmental body (incl. any court or tribunal) which impacts the financial instruments held in custody) and in accordance with the Depositary Agreement, the Depositary may be discharged of its liability for the loss of a financial instruments held by the respective Sub-Fund.

Moreover, where the conditions of Articles 19 (13) and 19 (14) of the AIFM Law and 102 of the AIFM Regulation are met, the Depositary may contractually discharge itself of liability in the case of a loss of a financial instrument by a third party to whom the custody of financial instruments has been delegated. Should such a discharge be in place for any Sub-Fund, this will be mentioned in the relevant Sub-Fund's Supplement in Part B of this Private Placement Memorandum. Further, should such a discharge be agreed during the life of a Sub-Fund, the relevant investors will be informed as described in each Sub-Fund's Supplement and in the Depositary Agreement amended accordingly.

BNP Paribas Securities Services, *Succursale de Luxembourg* shall also act as Paying Agent for the Company in connection with the receipt of payments in respect of the issue of Shares, the payment of monies in respect of the repurchase of the Shares and if applicable the payment of dividends.

In consideration of its services as Depositary Bank and Paying Agent, BNP Paribas Securities Services, *Succursale de Luxembourg* will receive a depositary fee out of the assets of the Company as agreed from time to time pursuant to the Depositary Bank and Paying Agent Agreement in accordance with usual bank practice.

20. AUDITOR

PricewaterhouseCoopers, Société coopérative has been appointed independent Auditor of the Company.

The Auditor reviews the accounting information contained in the annual report of the Company and issue a report on the accounts of the Company and, where applicable, its remarks, all of which are reproduced in full in the annual report. The Auditor also issues ad hoc reports for specific events such as subscription or redemption in kind, liquidation or merger of the Company.

21. INDEMNIFICATION

The Company may be required to indemnify, out of the assets of the Company only, the managers, officers, employees and agents of the Company, the Board of Directors, the AIFM, the Depositary and the Central Administration and any other agents of the Company, including the domicile agent for any claims, damages and liabilities to which they may become subject because of their status as managers, officers, employees or agents of the Company and any other agents of the Company, including the domicile agent, the Board of Directors, the AIFM, the Depositary and the Central Administration, or by reason of any actions taken or omitted to be taken by them in connection with the Company, except to the extent caused by their gross negligence, fraud or wilful misconduct or their material breach of the provisions of the Private Placement Memorandum.

22. MONEY LAUNDERING PREVENTION

In accordance with international regulations and Luxembourg laws and regulations (including, but not limited to, the amended Law of 12 November 2004 on the fight against money laundering and financing of terrorism), the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circulars 13/556 and 15/609 concerning the fight against money laundering and terrorist financing, and any

respective amendments or replacements, obligations have been imposed on all professionals of the financial sector in order to prevent undertakings for collective investment from money laundering and financing of terrorism purposes.

Any Shareholder will have to establish its identity to the Company, the Central Administration or to the intermediary which collects the subscription applications, provided that the intermediary is regulated and located in a country that imposes an identification obligation equivalent to that required under Luxembourg law. Such identification shall be evidenced when applying for Shares as follows:

In order to appropriately identify the beneficial owners of the funds invested in the Company and to contribute to the fight against money laundering and financing of terrorism, subscription applications sent to the Company by applicants must include:

- in the case of natural persons: a certified and valid copy of the applicant's identity card or passport (certification by one of the following authorities: embassy, consulate, notary, high commission of the country of issue, Police commissioner, Bank domiciled in a country that imposes an identification obligation equivalent to that required under Luxembourg law or any other competent authority);
- for corporate entities: an original or a certified and valid copy of the articles of incorporation, an extract of the register of commerce, the list of shareholders of the company and the identification documents of those holding more than 25% of the assets of the company (certification by one of the following authorities: embassy, consulate, notary, high commission of the country of issue, Police commissioner, Bank domiciled in a country that imposes an identification obligation equivalent to that required under Luxembourg law or any other competent authority);

This identification obligation applies in the following cases:

- direct subscriptions to the Company;
- subscription via an intermediary which is domiciled in a country in which it is not legally obliged to use an identification procedure equivalent to the one required by Luxembourg law in the fight against money laundering and terrorist financing (including foreign subsidiaries or branches of which the parent company is subject to an identification procedure equivalent to the one required by Luxembourg law if the law applicable to the parent company does not oblige the parent company to ensure the application of these measures by its subsidiaries or branches).

Subscriptions may be temporarily suspended until identification of the applicants has been appropriately performed. Failure to provide sufficient or additional information may result in an application not being processed or an applicant being rejected.

The Central Administration may require at any time additional documentation relating to an application for Shares.

23. FEES AND COSTS

The Company shall bear the following fees and expenses:

- all fees to be paid to the AIFM and to any Investment Advisor as the case may be, as further described in the Supplement for each Sub-Fund;
- all fees paid to the Central Administration, Depositary Bank and Paying Agent, the Auditor, the Directors and any other agents that may be employed from time to time;
- all taxes and corporate fees which may be payable on the assets, income and expenses chargeable to the Company;
- standard brokerage and bank charges incurred on the Company's investment transactions and any issue or transfer taxes chargeable in connection with such transactions, interest on borrowings, including borrowings from the brokers if any;
- all fees due to the legal advisors of the Company;
- all expenses connected with publications and supply of information to shareholders, in particular and where applicable, and of preparing, printing and distributing financial and other reports, proxy forms, the Private Placement Memorandum, the KIIDs and similar documents, communication expenses with respect to investor services and all expenses of meetings of shareholders;

- all expenses involved in registering and maintaining the Company registered with all governmental agencies and stock exchanges and all costs incurred in dealing with regulatory authorities in respect of the affairs of the Company;
- all other fees and expenses incurred in connection with its organization, operation, administration, its management and the costs of insurance for the benefit of Directors (if any);
- all expenses relating to the promotion and distribution of Shares in the Company and any of its Sub-Funds, including but not limited to the printing and distribution of sales literature and advertising and promotional costs; and
- litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business.

All recurring expenses will be charged first against current income, then should this not be sufficient, against realised capital gains, and, if need be, against assets.

Each Sub-Fund shall amortise its own expenses of establishment over a period of five years as of the date of its creation. The expenses of first establishment will be exclusively charged to the Sub-Funds opened at the incorporation of the Company and shall be amortised over a period not exceeding five years.

Any costs, which are not attributable to a specific Sub-Fund, incurred by the Company will be charged to all Sub-Funds in proportion to their average Net Asset Value. Each Sub-Fund will be charged with all costs or expenses directly attributable to it.

The different Sub-Funds of the Company have a common generic denomination and one or several investment advisors and/or investment managers which determine their investment policy and its application to the different Sub-Funds in question via a single Board of Directors of the Company.

Under Luxembourg law, the Company including all its Sub-Funds is regarded as a single legal entity. Each Sub-Fund shall be liable for its own debts and obligations. In addition, each Sub-Fund will be deemed to be a separate entity having its own contributions, capital gains, losses, charges and expenses.

24. FISCAL YEAR – FINANCIAL REPORT

The Company's financial year begins on December 1st and closes on November 30th of each year.

The Company's financial statements, the calculation of the Net Asset Value of the Company as well as all other reports will be compliant with Lux GAAP.

25. NOTICES AND PUBLICATION

Any notice to Shareholders shall be given in writing to registered Shareholders and be delivered by hand, by courier or sent by facsimile or by pre-paid airmail or first class post as appropriate.

Notices given by hand, courier or facsimile shall be deemed to have been given when delivered or dispatched. Notices given by pre-paid airmail or first class post as appropriate shall be deemed to have been given five days after posting. Evidence that the notice was properly addressed, stamped and put in the post shall be conclusive evidence of posting. Evidence that the facsimile was duly dispatched to a current facsimile of the addressee shall be conclusive evidence of transmission.

Notices to Shareholders are also available at the Company's registered office.

The details on the leverage of the Sub-Funds of the Company will be disclosed to investors in the Sub-Funds' Supplement in Part B to this Private Placement Memorandum.

The following disclosures will be made in the Company's financial statements in accordance with applicable regulations' provisions, or in another appropriate periodic reporting, and where necessary on an ad hoc basis:

- Where available, the historical performance of each Sub-Fund.
- Changes to the Depositary' liability.

- The loss of an asset or financial instrument.
- Any changes to the maximum level of leverage which the AIFM may employ on behalf of each Sub-Fund as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement, if any.
- The total amount of leverage employed by each Sub-Fund.
- Any new arrangements for managing the liquidity of each Sub-Fund.
- The percentage of each Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature.
- The risk profile of each Sub-Fund and the risk management systems employed by the AIFM to manage those risks.
- Any changes to risk management systems employed by the AIFM in accordance with point (c) of Article 23(4) of the AIFM Directive as well as its anticipated impact on each Sub-Fund and the Shareholders.

26. LIQUIDATION OF THE COMPANY, TERMINATION OF THE SUB-FUNDS AND CONTRIBUTION OF SUB-FUNDS OR CLASSES OF SHARES

Liquidation of the Company

In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (whether natural persons or legal entities approved by the CSSF) named pursuant to a General Meeting effecting such dissolution, in accordance with and subject to the provisions of the 1915 law, as amended, and at which meeting the liquidators' powers and compensation shall be determined. The operations of liquidation will be carried out pursuant to Luxembourg law.

The net proceeds of liquidation in respect of each Sub-Fund or, as the case may be, of each Class within each Sub-Fund, shall be distributed by the liquidators to the holders of Shares of the relevant Class in proportion to their holding of such Shares in such Sub-Fund or Class, and whether such proceeds shall be distributed in cash or kind.

If the Company's Share capital (i.e. the aggregate of all Sub-Funds) falls below two-thirds of the minimum capital (EUR 1,250,000.-), the Board of Directors must submit a proposal for the Company's termination to a General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by a simple majority of the validly cast votes.

If the Company's Share capital falls below one quarter of the minimum capital increased by the Share premium (EUR 1,250,000.-), the Board of Directors must submit a proposal for the Company's termination to the General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by the Shareholders owning one quarter of the validly cast votes.

The aforesaid meetings shall be convened within forty days of the date at which it was ascertained that the net assets fell below two-thirds or one quarter of the minimum capital, respectively. Moreover, the Company may be terminated by resolution of the General Meeting in accordance with the pertinent provisions of the Articles of Association.

The resolutions of the General Meeting or of a court of law pronouncing the termination and winding-up of the Company are to be published in the RESA and in two newspapers with sufficiently wide circulation, at least one of which must be a Luxembourg newspaper. The choice of which newspapers are to carry the publication is made at the discretion of the liquidator(s).

The amounts that have not been claimed by the Shareholders or their beneficiaries at the close of liquidation shall be deposited with the "*Caisse de Consignation*" in Luxembourg.

Termination of a Sub-Fund or a Class of Shares

The Board of Directors may decide to close one or more Class(es) or Sub-Fund(s) if the Net Asset Value of a Sub-Fund or of a Class falls below an amount that is considered by the Board of Directors as being too low to ensure an efficient management of its assets or if a change in the economic or political situation relating to the Sub-Fund or Class concerned would justify such liquidation or if necessary in the interest of the Shareholders of the Company.

In such event, the assets of the Sub-Fund or Class will be realized, the liabilities discharged and the net proceeds distributed to Shareholders in proportion to their holding of Shares in that Sub-Fund or Class. Notice of the termination of the Sub-Fund or Class will be given in writing to the registered Shareholders.

The amounts that have not been claimed by the Shareholders or their beneficiaries at the close of liquidation of a Class or Sub-Fund shall be deposited with the "*Caisse de Consignation*" in Luxembourg.

In the event of any contemplated liquidation of any Sub-Fund or Class, no further issue, conversion, or redemption of Shares will be permitted after publication of the first notice to Shareholders. All Shares outstanding at the time of such publication will participate in the Company's or Sub-Fund's or Class' liquidation distribution.

Contribution of Sub-Funds or Classes of Shares

A Sub-Fund or Class may be merged with another Sub-Fund or Class of another Sub-Fund by decision of the Board of Directors of the Company for Sub-Fund or Class restructuring purposes or if the value of its net assets falls below an amount that is considered by the Board of Directors as being too low to ensure an efficient management of its assets or if a change in the economic or political situation relating to the Sub-Fund or Class concerned would justify such merger or if necessary in the interests of the Shareholders or the Company. Notice of the merger will be given in writing to registered Shareholders. Each Shareholder of the relevant Sub-Fund or Class shall be given the possibility within a period to be determined by the Board of Directors, but not being less than one month, and published in said newspapers to request, free of any charge, the repurchase or conversion of its Shares. At the close of such period, the contribution shall be binding for all Shareholders who did not request a redemption or a conversion.

Contribution to another Investment Fund

A Sub-Fund or Class may be contributed to another Luxembourg investment fund by decision of the Board of Directors of the Company in the event of special circumstances beyond its control such as political, economic or military emergencies or if the Board of Directors should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Sub-Fund or Class to operate in an economically efficient manner, and with due regard to the best interests of the Shareholders, that a Sub-Fund or Class should be contributed to another fund. In such events, notice will be given in writing to Shareholders. Each Shareholder of the relevant Sub-Fund or Class shall be given the possibility within a period to be determined by the Board of Directors, but not being less than one month, to request, free of any charge, the repurchase or conversion of its Shares. At the close of such period, the contribution shall be binding for all Shareholders who did not request a redemption or a conversion. In the case of a contribution to a mutual fund, however, the contribution will be binding only on shareholders who expressly agreed to the contribution.

When a Sub-Fund or Class is contributed to another Luxembourg investment fund, the valuation of the Sub-Fund's assets shall be verified by the auditor of the Company who shall issue a written report at the time of the contribution.

A Sub-Fund or Class may be contributed to a foreign investment fund only when the relevant Sub-Fund's or Class' Shareholders have unanimously approved the contribution or on the condition that only the Shareholders who have approved such contribution are effectively transferred to that foreign fund.

27. DOCUMENTS

The following documents will be made available for inspection by Shareholders or their representatives at the registered office of the Company:

- a) The Private Placement Memorandum of the Company;
- b) The KIIDs;
- c) The Articles of Association of the Company;
- d) The annual reports of the Company;
- e) The agreement between the AIFM and the Company;
- f) The agreement between the Depositary, the AIFM and the Company;
- g) The agreement between the Company and the Central Administration.

Such documents will also be sent free of charge to prospective investors and to Shareholders upon request.

KIIDs are made available to Well-Informed Investors which do not qualify as Institutional Investors or as Professional Investors before subscribing to shares of the Company on the following website <https://www.lafrancaise-gis.com> or in paper copy upon request.

28. STOCK EXCHANGE LISTING

Shares of different Classes/Sub-Funds may, at the discretion of the Directors, be listed on stock exchanges, in particular, but without limitation, the Luxembourg Stock Exchange.

29. CONFLICT OF INTERESTS

The Directors, the AIFM, the Central Administration, the paying agent, the Depositary, any distributor or their delegate if any, may from time to time act as directors, management company, alternative investment fund manager, central administration, paying agent, depositary, distributor, registrar agent, administrator, investment adviser or dealer, in relation to, or be otherwise involved in, other undertakings for collective investments or collective investment schemes which have similar investment objectives to those of the Company or any Sub-Fund.

It is therefore possible that any of them may, in the due course of their business, have potential conflicts of interest with the Company or any Sub-Fund. In such event, each will at all times have regard to its obligations under any agreements to which it is party or by which it is bound in relation to the Company or any Sub-Fund.

In particular, but without limitation to its obligations to act in the best interests of the Shareholders when undertaking any dealings or investments where conflicts of interest may arise, each will respectively endeavor to ensure that such conflicts are resolved fairly.

There is no prohibition on the Company entering into any transactions with the AIFM, the Central Administration, the paying agent, the Depositary or with any of their affiliates, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length, on terms no less favorable to the Company than could reasonably have been obtained had such transactions been effected with an independent party in compliance with applicable laws.

There may be an inherent conflict of interest in connection with the AIFM and the Central Administration determining the Net Asset Value of the Sub-Fund as each such entity's remuneration is based on the amount of the Sub-Fund's Net Asset Value. In the event of such a conflict of interests, each of the AIFM and Central Administration shall have regard to its obligations to the Sub-Fund and will ensure that such a conflict is resolved fairly and in the best interests of the Shareholders.

SUPPLEMENT NUMBER 1: LFIS VISION - Premia Opportunities (the "Sub-Fund")

This Supplement forms part of, and must be read in conjunction with, Part A of this Private Placement Memorandum.

1. Investment Objective and Policy

1.1 Investment objective

The investment objective of the Sub-Fund is to seek capital appreciation over the medium to long term and to generate a consistent return with a low correlation to traditional markets and a target annualized volatility of 7% under normal market conditions. The Sub-Fund will implement an absolute return investment policy that combines 3 arbitrage strategies developed by the AIFM: relative value on implied assets, cross asset statistical arbitrage and special situations/event driven.

1.2 Investment principles

The allocation of the Sub-Fund's portfolio to the 3 arbitrage strategies will be managed dynamically by the AIFM, although it is expected that the relative value strategy will represent initially and on the long run a large portion of the Sub-Fund's portfolio.

The positions held on the various instruments in relation to the 3 strategies will be delta-neutral and the performance of the Sub-Fund is expected to have a low correlation to the evolution of the traditional financial markets.

Relative value arbitrage on implied assets:

The different objectives and behaviours of the various market players in the financial derivative markets and the differences in market in/out flows between certain correlated financial derivatives (such correlation being a consequence of certain market conditions or for intrinsic reasons) may create inefficiencies in the traded levels of implied parameters related to certain financial derivative instruments.

The strategy consists typically in exploiting situations where correlated financial derivatives instruments are traded at different levels of implied parameters (on the same or on different markets), by trading long/short combination of instruments involving the purchase of a first set of instruments which implied assets are underpriced, the sale of a second set of instruments which implied assets are overpriced.

The strategy will be deployed on the main asset classes (Equity, Forex, Fixed Income, Credit, etc.) and on a large selection of tradable financial derivative instruments.

The universe of implied parameters to be covered will include (without limitation): volatility, dividends, repo, correlation and credit spread.

The Sub-Fund will typically implement Long/Short Index Arbitrage strategies on the volatility, volatility smile and term structure arbitrage, dispersion strategies, etc.

Cross Assets Statistical Arbitrage:

The strategy will follow a statistical and systematic approach based on a proprietary model developed by the AIFM and applied to a cross assets investment universe.

The strategy will seek to exploit small discrepancies in the pricing of certain financial assets, mean reversion, and momentum and to extract returns resulting from long/short positions selected according to proprietary statistical indicators based on the underlying assets prices.

The model will seek to capture the arbitrage opportunities offered within the investment universe, on the basis of proprietary signals and indicators predicting the possible evolution and dynamic of the underlying assets prices and the incorporation of real time price changes, traded volumes and fundamental factors related to the underlying assets.

The model will analyse the underlying assets and seek to build an optimal portfolio with a limited beta. The trading of the positions will have short term time horizons which could vary, as a general rule, from 1 to few Business Days.

Special Situations/Event Driven Arbitrage:

Such strategy will be followed in relation to transactions in securities that are subject to corporate events and/or are facing special situations involving without limitation, mergers and acquisitions, company restructurings or spin-offs, capital structure arbitrage, corporate announcements (earnings, dividends, etc...). These corporate events can cause inefficiencies in the pricing of securities issued by companies undergoing such events (particularly in respect of the probability and timing of the event) that the strategy will seek to exploit.

Factors that affect returns include the extent of the spread that can be earned through this transaction, the likelihood of a deal coming to fruition (it may break for regulatory, financial, or company-specific reasons), and the likely date of completion of the deal.

The AIFM will research these events and make judgment as to the profit opportunity offered by participating in the transactions and related risks. The valuation of securities, timing and risks of competition will be taken into account.

The liquidity is an important criteria in the selection of the different arbitrage opportunities and as such, transactions on distressed securities are avoided.

The strategy will be deployed on the main developed markets with a particular focus on Europe, USA regions.

The AIFM will generally seek to reduce risks through diversification. In making portfolio decisions, the AIFM will allocate the Sub-Fund's portfolio holdings to those transactions and companies which, in light of investment considerations, market risks and other factors, provide optimum risk/reward ratios.

The allocation of the Sub-Fund's portfolio to the 3 arbitrage strategies will be managed dynamically by the AIFM, although it is expected that the relative value strategy will represent initially and on the long run a large portion of the Sub-Fund's portfolio.

1.3 Investment universe

The Sub-Fund will make investments in accordance with the section "Investment objectives and restrictions" of Part A of this Private Placement Memorandum and will more specifically invest in instruments including without limitation: transferable securities, money market instruments, financial derivative instruments dealt on regulated markets or over the counter, structured securities embedding derivatives, trackers, and units of other collective investment schemes.

The Sub-Fund may also, for the purpose of implementing delta neutral arbitrage positions on implied assets, invest through long/short positions in CO2 EU allowances along with listed derivative futures linked to the before mentioned financial instrument. Such arbitrage positions will bear no directional exposure to the CO2 EU allowances.

The Sub-Fund has a European focus but can invest in instruments pertaining to global markets. Most of the securities the Sub-Fund invests in are traded on the European interbank markets.

1.4 Specific Investment Restrictions

The Sub-Fund is allowed to hold short positions and to use leverage.

The AIFM may in its discretion decide to invest among the investment universe described in section 1.3 above, in accordance with the General Investment Restrictions of Part A of this Private Placement Memorandum and the following additional specific investment restrictions:

- a. the net exposure to a single issuer through investments in transferable securities and/or money market instruments issued by the relevant issuer will not exceed 10% of the Net Asset Value of the Sub-Fund (except for investments in transferable securities and money market instruments that are issued or guaranteed by an EU Member State or its local authorities, by a non-EU Member State selected by the Board of Directors, or by public international organisations of which one or more EU Member States are members);
- b. the net investments in deposits with the same credit institution will not exceed 20% of the Net Asset Value of the Sub-Fund;
- c. the net investments in units of other collective investment undertakings will not exceed 10% of the Net Asset Value of the Sub-Fund;
- d. notwithstanding the individual limits laid down in (i) and (ii), the net exposure to issuers belonging to a same group, through investments in transferable securities, money market instruments and/or deposits, may in aggregate not exceed 20% of the Net Asset Value of the Sub-Fund. Issuers are, in this context, part of the same group when they must be consolidated for the purpose of the

establishment of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognized international accounting rule. The net credit exposure (as defined in (vi) below) arising from OTC derivative transactions and efficient portfolio management techniques, must also be included in the calculation of the 20% limit in this section (iv). The restriction laid down above in this section (iv) does not apply to transferable securities and money market instruments from various offerings that are issued or guaranteed by an EU Member State or its local authorities, by another OECD Member State, or by public international organisations in which one or more EU Member States are members;

- e. the Sub-Fund may invest, as a part of its investment policy, in financial derivative instruments provided that the exposures to the underlying assets issuers do not exceed in aggregate the limits laid down in sections (i) and (iv) above, except when the Sub-Fund invests in index-based financial derivative instruments.
When a transferable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements laid down in this section (v);
- f. the net credit exposure (i.e. the exposure of a Sub-Fund less the collateral received) to a counterparty arising from OTC derivative transactions and efficient portfolio management techniques may not exceed in aggregate 10% of the Net Asset Value of the Sub-Fund;
- g. the global exposure of the Sub-Fund (incorporating all the market risk factors which have more than a negligible influence on the fluctuation of the portfolio's value) calculated using the absolute Value at Risk approach will be limited to 20% of its Net Asset Value, on the basis of a confidential interval of 99% and a holding period of one month;
- h. the leverage of the Sub-Fund defined as being the ratio between the market risk exposure and the Sub-Funds' net assets will be limited to 1000% of the Net Asset Value of the Sub-Fund. The above mentioned leverage is calculated using the commitment method after performing the conversion of the financial derivatives into the equivalent positions in the underlying assets of those derivatives and applying netting arrangements (concluded with the sole aim of eliminating the risks linked to positions taken through the other derivative instruments or security positions) or hedging arrangements (concluded with the sole aim of offsetting risks linked to positions taken through the other derivatives instruments or security positions); and
- i. the Sub-Fund may borrow up to 100% of its net assets (secured and/or unsecured cash loans).

When the Sub-Fund has acquired units of collective investment undertakings, the assets of the respective collective investment undertakings do not have to be combined for the purposes of the limits laid down above.

If, because of market movements or the exercising of subscription rights or any other circumstances beyond the control of the AIFM (e.g., massive redemption orders), the limits mentioned in this section are exceeded, the AIFM must have as a priority objective in its sale transactions to reduce these positions within the prescribed limits, taking into account the best interests of the Shareholders.

The Sub-Fund may deviate from the limits mentioned under this section for a period of six months following the date of its launch.

2. Profile of the Typical Investor

The Sub-Fund employs an investment strategy which is complex, involves numerous risks, and may employ leverage through the use of, without limitation, financial derivatives as well as any embedded derivatives, cash borrowing and/or reinvestment of collateral received under OTC derivative transactions or efficient portfolio management techniques and therefore potentially lead to high levels of volatility in returns. The Sub-Fund is intended only for those investors who understand these strategies and associated risks, are more concerned with maximising long term returns than minimising possible short term losses and can bear the risk of losing a substantial part of their investment. Investors must be aware that they may not recover their initial investments and should consider their long-term investment goals and financial needs when making an investment decision about this Sub-Fund.

Prospective investors should consult their financial, tax and legal advisors, as appropriate, in order to determine whether or not the Sub-Fund is a suitable investment for them.

3. Sub-Fund Currency

The Sub-Fund Currency is EURO.

4. Valuation Day

The Net Asset Value of each Class shall be calculated weekly as of each Wednesday and subject to the provisions of section 12 "Net Asset Value" of the Private Placement Memorandum (each, a "**Valuation Day**").

If any such day is not a Business Day and/or not an Exchange Business Day, the Valuation Day shall be the following Business Day which is an Exchange Business Day.

In addition, for information purposes only, the Central Administration will calculate a Monthly Indicative Net Asset Value of the Sub-Fund as of the last calendar day of each month. If such day is not a Business Day, the Monthly Indicative Net Asset Value of the Sub-Fund will be determined on the previous day which is a Business Day.

Such Monthly Indicative Net Asset Value per Share of each Class will not be tradable for subscription and redemption order purposes.

The Net Asset Values per Share will be available at the registered office of the Company.

5. Fees and Expenses

Please refer to "Classes of Shares" below.

In addition to the fees and expenses detailed in the subsections 5.1, 5.2 and 5.3 below, each Class shall bear other expenses such as banking, brokerage and transaction based fees, auditors' fees, legal fees and taxes.

The fees payable to the Central Administration, Depositary Bank and Paying Agent will be paid directly out of the Company's assets and will come in addition to the Management and Performance Fees paid to the AIFM.

A Shareholder who subscribes, converts or redeems Shares through paying agents, may be required to pay fees in connection with the transactions processed by such paying agents in the jurisdictions in which Shares are offered.

5.1 Initial Expenses

The total costs and expenses incurred in respect of the formation of the Sub-Fund and in connection with the offering and initial issue of the above Classes will be borne by the Sub-Fund and are estimated at approximately EUR 43,000. Such costs and expenses shall be amortized over a period not exceeding five years.

5.2 Management Fee

Pursuant to the Alternative Investment Fund Management Agreement, the AIFM will be entitled to receive from the Company a Management Fee equal to the Management Fee Rate not exceeding the percentage amount indicated under "Classes of Shares" below, applied to the Net Asset Value of the relevant Class. The Management Fee will be accrued on each Valuation Day and paid quarterly in arrears.

5.3 Performance Fee

Pursuant to the Alternative Investment Fund Management Agreement, the AIFM will also be entitled to receive from the Company a Performance Fee, for each Calculation Period (as defined below), with respect to each Class available, equal to the Performance Fee Rate (not exceeding the percentage amount indicated in respect of the relevant Class, under "Classes of Shares" below) multiplied by the Net New Appreciation (as defined below) of the relevant Class.

"Net New Appreciation" means, with respect to each Class, the positive difference between (i) the Net Asset Value of the Class (net of all deductible fees and expenses, including any Management Fee; but for the purpose of calculating the Performance Fee, not reduced by the Performance Fee) and (ii) the relevant High Water Mark (as defined below).

"High Water Mark" means, with respect to each Class, the net asset value of a reference fund (the **"Reference NAV"**) (a) denominated in the same currency and bearing the same expenses (excluding the Performance Fee for the relevant Class), and recording the same subscriptions (expressed in amounts), and redemptions (expressed in a fraction of the outstanding net assets) than the Class and (b) achieving a performance since the beginning of trading of the relevant Class based on the performance of the Hurdle Rate corresponding to the currency of that relevant Class as defined below.

"Hurdle Rate" means:

- for classes denominated in EUR, EURO Overnight Index Average ("EONIA") capitalised;
- for classes denominated in USD, US Federal Funds Effective Rate ("US Fed Funds") capitalised;
- for classes denominated in GBP, Sterling Overnight Index Average ("SONIA") capitalised;
- for classes denominated in CAD, Canadian Overnight Repo Rate Average ("CORRA") capitalised;
- for classes denominated in SEK, Stockholm Interbank Offered Rate Tomorrow Next ("STIBOR T/N") capitalised;
- for classes denominated in NOK, Norwegian Overnight Weighted Average rate ("NOWA") capitalised;
- for classes denominated in JPY, Tokyo Overnight Average rate ("TONA") capitalised;
- for classes denominated in HKD, HKD Overnight Index Average("HONIA") capitalised;

- for classes denominated in CHF, Swiss Average Rate Overnight ("SARON") capitalised; and
- for classes denominated in AUD, RBA Interbank Overnight Cash Rate capitalised.

If a Hurdle Rate for a currency of a given Class is not listed above, then the appropriate overnight index or domestic interest rate for that currency will be used as Hurdle Rate for that given Class.

At the end of each Calculation Period, for which a Performance Fee in respect of a given Class is paid (or becomes payable) to the AIFM, the net assets level of the Reference Fund in respect of the relevant Class is reset to the level of the Net Asset Value of the relevant Class as at the end of such Calculation Period.

"**Calculation Period**" means, in respect of a given Class, (i) the period between the day immediately following the last Business Day of the preceding Calculation Period (inclusive) and the last Business Day of the current Fiscal Year (inclusive), or (ii) for the first Calculation Period (the "**Initial Calculation Period**"), the period beginning on the date on which the Class commenced trading (inclusive) and ending on the last Business Day of the financial year during which the relevant Class has been launched (inclusive).

The Performance Fee will be deemed to accrue as at each Valuation Day.

The Performance Fee is normally payable by the Company to the AIFM in arrears at the end of each Calculation Period within fifteen (15) Business Days after the end of such Calculation Period. If the Sub-Fund is terminated before the end of a Calculation Period, the Performance Fee in respect of the Calculation Period will be calculated and paid as if the date of termination was the end of the relevant Calculation Period.

The current methodology for calculating the Performance Fee as set out above involves adjusting the Net Asset Value of each Class of any provision for accrual for the Performance Fee on each Valuation Day during the Calculation Period for the relevant Class.

Shareholders should note that the Sub-Fund does not perform equalization or issue of series units for the purpose of determining the Performance Fee. The use of equalization or issue of series units ensures that the performance fee payable by an investor is directly referable to the specific performance of such individual investor's shareholding in the Sub-Fund. Shareholders may therefore be advantaged or disadvantaged as a result of this method of calculation and the non-performance of any equalization.

Shareholders should further note that, in the case where they have redeemed their Shares before the end of any Calculation Period for a given Class, any accrued but unpaid Performance Fee in respect of their holding during such period will be kept and paid to the AIFM, even if this Performance Fee should not be paid to it at the end of the said period.

6. Specifics risks warning

Investors should refer to the section "Risk Factors" of Part A of this Private Placement Memorandum, more specifically section 9.2 "Market Risks" and section 9.3 "Use of Derivatives".

In addition, the Sub-Fund is exposed to the following specific risk factors which are associated to the strategies being implemented:

(i) Relative Value/Arbitrage Strategies

The success of relative value trading is dependent on the ability to exploit relative mispricing among correlated instruments. Although relative value positions are considered to have a lower risk profile than directional trades as the former attempt to exploit price differentials not overall price movements, relative value strategies are by no means without risk. Some relative value strategies may result in high portfolio turnover and, consequently, greater transaction costs. Depending upon the investment strategies employed and market conditions, a Sub-Fund may be adversely affected by unforeseen events involving such matters as changes in interest rates or the credit status of an issuer, forced redemptions of securities or acquisition proposals, break-up of planned mergers, unexpected changes in relative value, short squeezes, regulatory reform or changes in tax treatment. Mispricing, even if correctly identified, may not converge within the time frame within which a Sub-Fund maintains its positions. Even pure "riskless" arbitrage — which is rare — can result in significant losses if the arbitrage cannot be sustained (due, for example, to margin calls) until expiration. A Sub-Fund's relative value strategies are subject to the risks of disruptions in historical price relationships, the restricted availability of credit and the obsolescence or inaccuracy of its or third-party valuation models. Market disruptions may also force a Sub-Fund to close out one or more positions. Such disruptions have in the past resulted in substantial losses for relative value strategies.

(ii) Model Risk

The Cross Assets Statistical Arbitrage requires the use of quantitative valuation models as developed by the AIFM. As market dynamics shift over time (for example, due to changed market conditions and participants), a previously highly successful model often becomes outdated or inaccurate, the AIFM may not recognize that fact before substantial losses are incurred.

(iii) Merger Arbitrage

Merger arbitrage strategies require an assessment of the likelihood of consummation of the proposed transaction, and an evaluation of the potential profits involved. If the event fails to occur or it does not have the effect foreseen, losses can result. The consummation of mergers and tender and exchange offers can be prevented or delayed by a variety of factors, including, without limitation: (a) opposition of the management or stockholders of the target company, which will often result in litigation to enjoin the proposed transaction; (b) intervention of a regulatory agency; (c) efforts by the target company to pursue a "defensive" strategy, including a merger with, or a friendly tender offer by, a company other than the offeror; (d) in the case of a merger, failure to obtain the necessary stockholder or third party approvals; (e) market conditions resulting in material changes in securities prices; (f) compliance with applicable securities laws; and (g) inability to obtain adequate financing. Merger arbitrage positions also are subject to the risk of overall market movements.

(iv) Risk Arbitrage and Event-Driven Strategies

The success of risk arbitrage and event-driven strategies depends on the successful prediction of whether various corporate events will occur or be consummated. The difference between the price paid by a Sub-Fund for securities of a company involved in an announced extraordinary corporate transaction and the anticipated value to be received for such securities upon consummation of the proposed transaction will often be very small. Since the price bid for the securities of a company involved in an announced extraordinary corporate transaction is generally at a significant premium above the market price prior to the announcement, if the proposed transaction appears likely not to be consummated or in fact is not consummated or is delayed, the market price of the securities usually declines sharply, often by more than a Sub-Fund's anticipated profit, even if the security's market price returns to a level comparable to that which exists prior to the announcement of the deal. Because of the inherently speculative nature of event-driven investing, the results of a Sub-Fund's risk arbitrage and event-driven strategies may significantly fluctuate from period to period.

(v) Risks linked to the long/short positions in CO2 EU Allowances

The CO2 EU Allowances markets are smaller, less developed, less liquid than the other financial developed markets and may carry a higher financial risk as well as risks of non-financial nature such as, but not limited to, political and government risks.

In addition, there may be lack of regulatory supervision, legal regulation and lack of defined procedures for such securities in comparison to other financial securities of developed markets.

7. Classes of Shares summary

Classes*	Eligible investors	Minimum initial subscription amount**	Management Fee	Performance Fee	Subscription Charge Rate	Redemption Charge Rate
Class IS Shares	Institutional Investors	EUR 125,000	Up to 1.5% p.a.	Up to 20%	N/A	N/A
Class M Shares	Any Well-Informed Investors	EUR 150,000	Up to 1.5% p.a.	Up to 20%	Up to 5.00%	N/A
Class R Shares	Any Well-Informed Investors	EUR 150,000	Up to 3.00% p.a.	Up to 20%	Up to 3.00%	N/A
Class RE Shares	Any Well-Informed Investors being an employee of the AIFM and/or any of its affiliates	EUR 125,000	Up to 2.00% p.a.	N/A	N/A	N/A
Class AI1 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI2 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI3 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A

Class AI4 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI5 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI6 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI7 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI8 Shares	Authorised Well-Informed Investors	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A
Class AI9 Shares	Authorised Well-Informed Investors***	N/A	Up to 2.00% p.a.	Up to 20%	N/A	N/A

*All Classes (except Class RE) are available in EUR, USD, GBP, CAD, SEK, NOK, JPY, HKD, CHF and AUD as distributing or accumulating Shares. Share Class RE is available in EUR and is only available as accumulating Shares.

**Or the equivalent in the Class Currency of the Class concerned.

***Means Well-Informed Investors having been authorised by the Board of Directors and/or the AIFM.

In order to attempt to protect Shareholders of certain Classes of Shares not denominated in the Sub-Fund Currency from the impact of currency movements, assets of Classes of Shares may be hedged back to the Sub-Fund Currency. The costs and effects of this hedging will be reflected in the Net Asset Value and in the performance of these Classes of Shares. Due to the foregoing, each Class of Shares may differ from each other in their overall performance.

8. Subscriptions

Investors may subscribe for Shares in any Class of the Sub-Fund during the Initial Subscription Period relating to the relevant Class, the beginning and duration of which will be determined by the Board of Directors at its sole discretion at an Initial Subscription Price that will also be determined by the Board of Directors at its sole discretion.

Any Initial Subscription Period may be prolonged by a decision of the Board of Directors at its sole discretion.

Thereafter, Shares are available for subscription on each Valuation Day at the applicable Net Asset Value.

Subject to the minimum initial subscription amounts as described under "Classes of Shares" above, subscriptions for Shares may be made in amounts or in number of Shares.

Applications for Shares must be received by the Registrar and Transfer Agent by no later than 12 noon (Luxembourg time) on the relevant Valuation Day (the "**Subscription Deadline**") in order to be dealt with on the basis of the Net Asset Value per Share calculated as of that relevant Valuation Day. The issue of Shares is conditional upon receipt of subscription monies within three (3) Business Days after the relevant Valuation Day.

Applications for Shares received by the Registrar and Transfer Agent after the applicable Subscription Deadline will be dealt with on the basis of the Net Asset Value per Share calculated as of the next Valuation Day.

A Subscription Charge not exceeding the Subscription Charge Rate indicated under "Classes of Shares" above may be applied.

9. Redemptions

Shares are redeemable at the option of the Shareholders. Redemptions may be made in amounts or in number of Shares.

Completed redemption requests must be received by the Registrar and Transfer Agent no later than 12 noon (Luxembourg time) on the relevant Valuation Day (the "**Redemption Deadline**") in order to be dealt with on the basis of the Net Asset Value per Share calculated as of that relevant Valuation Day. Payment of redemption proceeds will normally be made within three (3) Business Days after the relevant Valuation Day.

Redemption requests received by the Registrar and Transfer Agent after the applicable Redemption Deadline will be dealt with on the basis of the Net Asset Value per Share calculated as of the next Valuation Day.

No Redemption Charge may be applied.

10. Conversion

Conversions of Shares of any Class of this Sub-Fund into Shares of another Class of this Sub-Fund or into Shares of a Class of another Sub-Fund are permitted in accordance with the conversion procedure as set forth in part A of this Private Placement Memorandum.

Applications for Conversion of Shares must be received by the Registrar and Transfer Agent no later than 12 noon (Luxembourg time) on the relevant Valuation Day (the "**Conversion Deadline**") in order to be dealt with on the basis of the Net Asset Value per Share calculated as of that relevant Valuation Day. Conversion requests received by the Registrar and Transfer Agent after the applicable Conversion Deadline will be dealt with on the basis of the Net Asset Value per Share calculated as of the next Valuation Day.

SUPPLEMENT NUMBER 2: LFIS VISION - Credit Opportunities (the "Sub-Fund")

This Supplement forms part of, and must be read in conjunction with, Part A of this Private Placement Memorandum.

1. Investment Objective and Policy

1.1 Investment objective

The investment objective of the Sub-Fund is to generate absolute superior risk adjusted returns over the medium to long term by opportunistically acquiring or selling a diversified portfolio of undervalued or overvalued credit linked instruments while minimizing risk of loss.

1.2 Investment principles

To achieve that purpose, the Sub-Fund will implement both:

- directional investment strategies in the credit space where performance will be driven primarily by absolute spread tightening/widening, potential credit events and recovery rates and/or default correlation/dispersion moves affecting the overall market as well as individual positions of the Sub-Fund;
- partially non-directional investment strategies where performance is driven by the out-performance of particular credit linked instruments over the sector/market or over some similar credit linked instruments belonging to the same sector or where the AIFM seeks to exploit discrepancies in the market prices of certain credit instruments (the latter being either investment grade and/or high yield and/or non-rated), due to permanent or temporary lack of liquidity, inefficiencies on bid/ask prices, temporary supply/demand imbalances, complexity/exoticity premium, regulatory treatment change or uncertainty, etc. and where performance will be driven primarily by a reversion to the expected relationship between market prices.

The investment philosophy of such strategies is based on a double top-down (from which the overall level of leverage applied to the Sub-Fund and macro trades are derived) and bottom-up approach (from which the single name and/or seniority and /or security selection is driven), with the use of fundamental analysis and quantitative techniques.

The investment process is conducted on the basis of the following main steps:

Identification of markets and investment opportunities

- identification of investment markets and review of the universe of target assets to analyse the prices, the offer and demand, the liquidity and the volatility, in order to define target profits on such assets; the above is based on credit research studies;
- internal valuation of each identified asset (in Mark to Model, i.e. valuation based on market parameters, and in Stress to Model, i.e. valuation based on stressed parameters), in order to identify the assets presenting attractive prices;
- if relevant, application of a quantitative filter to select assets corresponding to the targeted profits and which probability of capital loss at maturity remains lower than the limit set for the Sub-Fund;
- for each selected asset, analysis of the possibility and opportunity to trade the market exposure hedge.

Portfolio construction

- the assets for which the hedge of the market exposure (Beta) will be traded are selected with their hedge to be eligible to absolute performance pockets (Alpha);
- the remaining assets for which the hedge of the market exposure will not be traded given their specificities are eligible to directional credit exposure pockets (Beta);
- portfolio construction by allocation of assets among the Beta and Alpha pockets in consideration of the objectives of the Sub-Fund (performance, volatility, maximum loss, directional exposure or absolute performance...) and of the risk constraints applicable to the global portfolio.

1.3 Investment universe

The Sub-Fund will make investments in accordance with the section "Investment objectives and restrictions" of Part A of this Private Placement Memorandum and will more specifically invest in instruments including without limitation: cash bonds, structured finance products (including ABS, CDOs and equity tranches of ABS and CDOs), CDS, (synthetic) convertibles, repos, credit derivatives (including indices such as ITRAXX and CDX indices), tranches and options, equity options, interest rate swaps, futures and money market funds. The Sub-Fund can also invest in over the counter (OTC) instruments.

Structured finance products include, without limitation, asset-backed securities and credit-linked instruments.

Asset-backed securities are securities primarily serviced, or secured, by the cash flows of a pool of receivables (whether present or future) or other underlying assets, either fixed or revolving. Such underlying assets may include, without limitation, residential and commercial mortgages, leases, credit card receivables as well as consumer and corporate debt or even asset-backed securities (ABS). Such securities include, without limitation, auto loans ABS, lease ABS, credit cards ABS, RMBS, CMBS, CLOs, full capital structure CSOs, trust preferred CDOs, commercial real estate CDO, ABS CDO.

Asset-backed securities can be structured in different ways, including "true sale" structures, where the underlying assets are transferred to a special purpose entity, which in turn issues the asset-backed securities, and "synthetic" structures, in which not the assets, but only the credit risks associated with them are transferred through the use of derivatives, to a special purpose entity, which issues the asset-backed securities.

Credit-linked instruments are products in respect of which the payment of principal and interest is linked directly and/or indirectly to one or more basket of reference entities and/or assets ("reference credits"). Upon the occurrence of a credit-related trigger event with respect to a reference credit (such as a bankruptcy or a payment default), a loss amount will be calculated (equal to, for example, the difference between the par value of an asset and its recovery value).

Such instruments can be funded (credit-linked note) or unfunded (swap format). They include, without limitation, bespoke or single tranche CDOs, standard tranches on indices (tranching ittraxx, CDX or LCDX or any other existing synthetic index) when underlying assets are CDS and when reference portfolio is deemed static and include without limitation regulatory capital transactions or managed single tranche CSOs when reference portfolio is not fully static.

Static portfolio credit-linked instruments referencing corporate CDS are more liquid than asset backed securities.

The Sub-Fund's portfolio may comprise in various types of structured finance products in particular senior, mezzanine and subordinated tranches of the following types of structured finance products:

- Collateralized loans obligations: a form of securitization involving mainly senior secured leveraged loans on the asset side, generally rated below Baa3 or BBB- or Non Rated. Underlying loans can be either broadly syndicated or middle market depending upon sizes of the underlying companies. The majority of issued CLOs consist of USD loans, the rest being made of European loans. Arbitrage CLOs are actively managed transactions where the AIFM purchases from the market a portfolio of assets funded by issuing various tranches from senior most to mezz to equity. Balance sheet CLOs are static transactions sponsored by a bank which transfers loans (or just the credit risk of a portfolio of loans) to an SPV that funds itself issuing tranches (which may or may not be retained by the bank). That is the main funded structured finance asset the Sub-Fund will invest in.
- Collateralized synthetic obligation: a form of securitization involving mainly CDS exposures on investment grade names on the asset side. Underlying companies are usually large capitalization rated companies and asset pools are usually mixed Europe and US. Structures can be either full capital structure where all the liabilities are distributed or single tranche where just a slice of the liabilities is actually sold to the investor when the rest of the capital structure is dealt with (delta managed) by the arranging bank. Whereas full capital structure transactions are actively managed deals, single tranches can be either static or actively managed. Standard tranches of iTraxx and CDX indices also belong to this category, usually in swap format. Such assets will be extensively used in the Company as well.
- ABS CDO: a form of securitization involving mainly ABS exposures on the underlying side. Underlying ABS are usually mezzanine tranches of ABS although they can also be senior tranches. US deals were usually pure subprime RMBS-backed or pure Prime RMBS-backed CDOs whereas European transactions often involve numerous ABS types such as RMBS, CMBS, credit cards, auto-loans or even mezzanine tranches of CLOs.
- Trust preferred CDOs: a form of securitization involving mainly trust preferred bonds (hybrid subordinated and dated debt) issued by community banks or small insurance companies in the US although a few European deals have been launched as well. Trust preferred CDOs tend to be less granular than CLOs with 20-50 underlying assets and longer dated as typical underlying assets are usually 30-year non call 10-year bonds. Although transactions are managed, turnover within asset pools has been very limited.
- Residential mortgage backed securities: a form of static (although pools can often be replenished with criteria-eligible assets) securitization (ceding bank(s)-driven) involving residential mortgages. Pools of assets are usually very granular with thousands of underlying mortgages. There is a geographical focus of transactions (Dutch RMBS, UK RMBS, Italian RMBS...). Underlying mortgages can be prime or non-prime, owner occupied or buy-to-let.
- Commercial mortgage backed securities: a form of static securitization involving commercial real estate assets. Underlying pools can be much more concentrated than in other securitization vehicles and can comprise multiple commercial real estate asset classes: warehouses, hotels, offices, multi-family...

- Credit cards ABS: a form of securitization involving credit cards receivables on the asset side. Credit card holders may borrow funds on a revolving basis up to an assigned credit limit. The borrowers then pay principal and interest as desired, along with the required minimum monthly payments. Because principal repayment is not scheduled, credit card debt does not have an actual maturity date and is considered a non-amortizing loan. ABS backed by credit card receivables are issued out of trusts that have evolved over time from discrete trusts to various types of master trusts of which the most common is the de-linked master trust. Discrete trusts consist of a fixed or static pool of receivables that are tranching into senior/subordinated bonds. A master trust has the advantage of offering multiple deals out of the same trust as the number of receivables grows, each of which is entitled to a pro-rata share of all of the receivables. The delinked structures allow the issuer to separate the senior and subordinate series within a trust and issue them at different points in time. The latter two structures allow investors to benefit from a larger pool of loans made over time rather than one static pool.
- Auto loans ABS: a form of securitization involving auto-related loans made by auto finance companies. Owner trusts are the most common structure used when issuing auto loans and allow investors to receive interest and principal on sequential basis. Deals can also be structured to pay on a pro-rata or combination of the two.

The Sub-Fund has a European and US focus but can invest globally.

Most of the securities the Sub-Fund invests in are traded on the European interbank markets.

1.4 Specific investment restrictions

The Sub-Fund is allowed to hold short positions and to use leverage.

The AIFM may in its discretion decide to invest among the investment universe described in section 1.3 above, in accordance with the General Investment Restrictions of Part A of this Private Placement Memorandum and the following additional specific investment restrictions:

- a) the net exposure to a single issuer through investments in transferable securities and/or money market instruments issued by a single issuer will not exceed 10% of the Net Asset Value of the Sub-Fund (except for investments in transferable securities and money market instruments that are issued or guaranteed by an EU Member State or its local authorities, by a non-EU Member State selected by the Board of Directors, or by public international organisations of which one or more EU Member States are members);
- b) the net exposure to a single issuer through investments in transferable securities issued by a single issuer with a rating lower than Ba3 according to Moody's or BB- according to Standard and Poor's or Non rated, will not exceed 5% of the Net Asset Value;
- c) the net investments in deposits with the same credit institutions will not exceed 20% of the Net Asset Value of the Sub-Fund;
- d) the net investment in units of other collective investment undertakings will not exceed 10% of the Net Asset Value of the Sub-Fund;
- e) notwithstanding the individual limits laid down in (i) to (iii), the net exposure to issuers belonging to a same group, through investments in transferable securities, money market instruments and/or deposits, may in aggregate not exceed 20% of the Net Asset Value of the Sub-Fund. Issuers are, in this context, part of the same group when they must be consolidated for the purpose of the establishment of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognized international accounting rule. The net credit exposure (as defined in (vii) below) arising from OTC derivative transactions and efficient portfolio management techniques, must also be included in the calculation of the 20% limit in this section (v). The restriction laid down above in this section (v) does not apply to transferable securities and money market instruments from various offerings that are issued or guaranteed by an EU Member State or its local authorities, by another OECD Member State, or by public international organisations in which one or more EU Member States are members.
- f) the Sub-Fund may invest, as a part of its investment policy, in financial derivative instruments provided that the exposures to the underlying assets issuers do not exceed in aggregate the limits laid down in sections (i), (ii), (iii) and (v) above, except if a Sub-Fund invests in index-based financial derivative instruments.
When a transferable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements laid down in section (vii);

- g) the net credit exposure (i.e. the credit exposure of a Sub-Fund less the collateral received, and taking into account the credit risk mitigation effect of any credit protection purchased by the Sub-Fund) to a counterparty arising from OTC derivative transactions and efficient portfolio management techniques may not exceed in aggregate 20% of the Net Asset Value of the Sub-Fund;
- h) the leverage of the Sub-Fund defined as being the ratio between the market risk exposure and the Sub-Funds' net assets will be limited to 500% of the Net Asset Value of the Sub-Fund. The above mentioned leverage is calculated using the commitment method after performing the conversion of the financial derivatives into the equivalent positions in the underlying assets of those derivatives and applying netting arrangements (concluded with the sole aim of eliminating the risks linked to positions taken through the other derivative instruments or security positions) or hedging arrangements (concluded with the sole aim of offsetting risks linked to positions taken through the other derivatives instruments or security positions); and
- i) the Sub-Fund may borrow up to 100% of its net assets (secured and/or unsecured cash loans).

When the Sub-Fund has acquired units of collective investment undertakings and/or units of credit-linked issuances in respect of which the payment of principal and interest is linked directly or indirectly to one or more managed basket of reference entities, the assets of the respective collective investment undertakings and/or the reference entities of the respective managed portfolios do not have to be combined for the purposes of the limits laid down above.

In addition, if because of market movements or the exercising of subscription rights or any other circumstances beyond the control of the AIFM (such as, but not limited to, downgrade events of issuers to which the Sub-Fund is exposed), the limits mentioned above are exceeded, the AIFM shall have as a priority objective in its sale transactions to reduce these positions within the prescribed limits, taking into consideration the liquidity of the relevant investments, and acting in the best interests of the Shareholders.

2. Profile of the Typical Investor

The Sub-Fund employs an investment strategy which is complex, involves numerous risks, and may employ leverage through the use of, without limitation, financial derivatives as well as any embedded derivatives, cash borrowing and/or reinvestment of collateral received under OTC derivative transactions or efficient portfolio management techniques and therefore may potentially lead to high levels of volatility in returns. The Sub-Fund is intended only for those investors who understand these strategies and associated risks, are more concerned with maximising long term returns than minimising possible short term losses and can bear the risk of losing a substantial part of their investment. Investors must be aware that they may not recover their initial investments and should consider their long-term investment goals and financial needs when making an investment decision about this Sub-Fund.

Prospective investors should consult their financial, tax and legal advisors, as appropriate, in order to determine whether or not the Sub-Fund is a suitable investment for them.

3. Sub-Fund Currency

The Sub-Fund Currency is EURO.

4. Valuation Day

The Net Asset Value of each Class shall be calculated as of the last day of each month (each, a "**Valuation Day**") in accordance with the provisions of section 12 "Net Asset Value" of the Private Placement Memorandum. If any such day is not a Business Day and/or not an Exchange Business Day, the Valuation Day shall be the preceding Business Day which is an Exchange Business Day.

The Net Asset Values per Share will be available at the registered office of the Company.

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5. Fees and Expenses

Please refer to the Class of Shares summary below.

In addition to the fees and expenses detailed in the subsections 5.1, 5.2 and 5.3 below, each Class shall bear other expenses such as banking, brokerage and transaction based fees, auditors' fees, legal fees and taxes.

The fees payable to the Central Administration, Depositary Bank and Paying Agent will be paid directly out of the Company's assets and will come in addition to the Management and Performance Fees paid to the AIFM.

A Shareholder who subscribes or redeems Shares through paying agents, may be required to pay fees in connection with the transactions processed by such paying agents in the jurisdictions in which Shares are offered.

5.1 Initial Expenses

The total costs and expenses incurred in respect of the formation of the Sub-Fund and in connection with the offering and initial issue of the above Classes will be borne by the Sub-Fund and are estimated at approximately 43.000 Euros. Such costs and expenses shall be amortized over a period not exceeding five years.

5.2 Management Fee

Pursuant to the Alternative Investment Fund Management Agreement, the AIFM will be entitled to receive from the Company a Management Fee equal to the Management Fee Rate not exceeding the percentage amount indicated in the Class of Shares summary below, applied to the Net Asset Value of the relevant Class. The Management Fee will be accrued on each Valuation Day and paid quarterly in arrears.

5.3 Performance Fee

Pursuant to the Alternative Investment Fund Management Agreement, the AIFM will also be entitled to receive from the Company a Performance Fee, for each Calculation Period (as defined below), with respect to each Class available, equal to the Performance Fee Rate (not exceeding the percentage amount indicated in the Class of Shares summary below) multiplied by the Net New Appreciation (as defined below) of the relevant Class.

"Net New Appreciation" means, with respect to each Class, the positive difference between (i) the Net Asset Value of the Class (net of all deductible fees and expenses, including any Management Fee; but for the purpose of calculating the Performance Fee, not reduced by the Performance Fee) and (ii) the relevant High Water Mark (as defined below).

"High Water Mark" means, with respect to each Class, the net asset value of a reference fund (the **"Reference NAV"**) (a) denominated in the same currency and bearing the same expenses (excluding the Performance Fee for the relevant Class), and recording the same subscriptions (expressed in amounts), and redemptions (expressed in a fraction of the outstanding net assets) than the Class and (b) achieving a performance since the beginning of trading of the relevant Class based on the performance of the Hurdle Rate corresponding to the currency of that relevant Class as defined below.

"Hurdle Rate" means:

- for classes denominated in EUR, 3-Month Euribor interest rate;
- for classes denominated in USD, 3-Month US Dollar (USD) LIBOR interest rate;
- for classes denominated in GBP, 3-Month British pound sterling (GBP) LIBOR interest rate; and
- for classes denominated in CHF, 3-Month Swiss franc (CHF) LIBOR interest rate.

If a Hurdle Rate for a currency of a given Class is not listed above, then the appropriate 3 months index or domestic interest rate for that currency will be used as Hurdle Rate for that given Class.

At the end of each Calculation Period, for which a Performance Fee in respect of a given Class is paid (or becomes payable) to the AIFM, the net assets level of the Reference Fund in respect of the relevant Class is reset to the level of the Net Asset Value of the relevant Class as at the end of such Calculation Period.

"Calculation Period" means, in respect of a given Class, (i) the period between the day immediately following the last Business Day of the preceding Calculation Period (inclusive) and the last Business Day of the current Fiscal Year (inclusive), or (ii) for the first Calculation Period (the **"Initial Calculation Period"**), the period beginning on the date on which the Class commenced trading (inclusive) and ending on the last Business Day of the financial year during which the relevant Class has been launched (inclusive).

The Performance Fee will be deemed to accrue as at each Valuation Day.

The Performance Fee is normally payable by the Company to the AIFM in arrears at the end of each Calculation Period within fifteen (15) Business Days after the end of such Calculation Period. If the Sub-Fund is terminated before the end of a Calculation Period, the Performance Fee in respect of the Calculation Period will be calculated and paid as if the date of termination was the end of the relevant Calculation Period.

The current methodology for calculating the Performance Fee as set out above involves adjusting the Net Asset Value of each Class of any provision for accrual for the Performance Fee on each Valuation Day during the Calculation Period for the relevant Class.

Shareholders should note that the Sub-Fund does not perform equalization or issue of series units for the purpose of determining the Performance Fee. The use of equalization or issue of series units ensures that the performance fee payable by an investor is directly referable to the specific performance of such individual

investor's shareholding in the Sub-Fund. Shareholders may therefore be advantaged or disadvantaged as a result of this method of calculation and the non-performance of any equalization.

Shareholders should further note that, in the case where they have redeemed their Shares before the end of any Calculation Period for a given Class, any accrued but unpaid Performance Fee in respect of their holding during such period will be kept and paid to the AIFM, even if this Performance Fee should not be paid to it at the end of the said period.

6. Specific risks warning

Investors should refer to the section "Risk Factors" of Part A of this Private Placement Memorandum, more specifically section 9.2 "Market Risks" and section 9.3 "Use of Derivatives".

In addition, the Sub-Fund is exposed to the following specific risk factors which are associated to the strategies being implemented:

(i) Credit and spread risks

Credit risk on fixed-income securities varies by type of issuing institution (government or corporate). The Sub-Fund invests in fixed-income securities that incur credit risk. Upgrading or downgrading of the issuing institution's credit rating may affect the value of the fixed-income security. The issuing institution may not be able to meet its interest and repayment liabilities, which may result in the Sub-Fund sustaining losses.

The ability, or perceived ability, of an issuer of a debt security to make timely payments of interest and principal on the security will affect the value of the security. It is possible that the ability of the issuer to meet its obligation will decline substantially during the period when the Sub-Fund owns securities of that issuer, or that the issuer will default on its obligations. An actual or perceived deterioration in the ability of an issuer to meet its obligations will likely have an adverse effect on the value of the issuer's securities.

In addition, variations in credit spreads (representing the credit risk premiums required by market participants for a given credit quality in credit spreads) may affect adversely the value of the investments held by the Sub-Fund.

(ii) Below Investment Grade Securities

The Sub-Fund may invest in fixed-income instruments that are or are deemed to be the equivalent in terms of quality to securities rated below investment grade by Moody's Investors Service, Inc. and Standard & Poor's Corporation and accordingly involve great risk. Such securities are regarded as predominantly speculative with respect to the issuer's capacity to pay interest and repay principal in accordance with the terms of the obligations and involve major risk to adverse conditions. These risks include: (i) changes in credit status, including weaker overall credit conditions of issuers and risks of default; (ii) industry, market and economic risk; (iii) interest rate fluctuations; and (iv) greater price variability and credit risks of certain high yield securities such as zero coupon and payment-in kind securities. While these risks provide the opportunity for maximizing return over time, they may result in greater upward and downward movement of the value of a Sub-Fund's portfolio.

While all security investments have some degree of risk, below investment grade fixed income securities may be subject to greater market fluctuations and risk of loss of income and principal than are investments in lower yielding fixed-income securities with higher ratings. Furthermore, the value of high yield securities may be more susceptible to real or perceived adverse economic, company or industry conditions than is the case for higher quality securities. Adverse market, credit or economic conditions could make it difficult at certain times to sell certain high yield securities held by a Sub-Fund.

High yield debt securities generally trade in the over-the-counter marketplace, which is less transparent and has wider bid/ask spreads than the exchange-traded marketplace. High yield debt securities can be more volatile and may or may not be subordinated to certain other outstanding securities and obligations of the issuer, which may be secured by substantially all of the issuer's assets. Such securities may also not be protected by financial covenants or limitations on additional indebtedness.

The market values of certain lower-rated and unrated debt securities tend to reflect individual corporate developments to a greater extent than do higher-rated securities which react primarily to fluctuations in the general level of interest rates, and tend to be more sensitive to economic conditions than are higher-rated securities. Companies that issue such securities are often highly leveraged and may not have available to them more traditional methods of financing. It is possible that a major economic recession could severely disrupt the market for such securities and may have an adverse impact on the value of such securities.

(iii) Credit Default Swaps

The Sub-Fund may purchase and sell credit derivatives contracts — primarily credit default swaps — both for hedging and other purposes. Credit default swaps can be used to hedge a portion of the default risk on a single corporate bond or loan, or a structured finance security, or on a portfolio of such instruments, or an OTC

counterparty. Credit default swaps also can be used to make an investment synthetically. If the AIFM's view is that a particular credit, or group of credits, will experience credit improvement, a Sub-Fund may "sell" credit default protection in which it receives spread income. A Sub-Fund may also "purchase" credit default protection (i.e., short the particular name or security) without owning the referenced instrument if, in the judgment of the AIFM, there is a high likelihood of credit deterioration.

Swap transactions dependent upon credit events are priced based upon models, often proprietary, that incorporate many credit and market variables, which may not accurately value such swap positions when established or when subsequently traded or unwound under actual market conditions. Accordingly, there are many factors upon which market participants may have divergent views. If the AIFM has a positive view of the credit outlook of a corporation, or a structured finance security, it may enter into credit default swap transactions in which it assumes the risk of default of an issuer. It may also enter into an opposite transaction, even if the credit outlook is positive, if it believes that participants in the marketplace have incorrectly valued the components that determine the value of a swap.

The credit default swap market has been subject to high volatility and lacks transparency.

While the AIFM believes that the Sub-Fund's participation in this market has the potential for significant profit, it also entails significant risks.

(iv) Structured Finance Products

Asset-backed securities and portfolio credit-linked instruments are usually issued in different tranches: any losses realised in relation to the underlying assets or, as the case may be, calculated in relation to the reference credits are allocated first to the securities of the most junior tranche, until the principal of such securities is reduced to zero, then to the principal of the next lowest tranche, and so forth.

Accordingly, in the event that (a) in relation to asset-backed securities, the underlying assets do not perform and/or (b) in relation to portfolio credit-linked notes, any one of the specified credit events occurs with respect to one or more of the underlying assets or reference credits, this may affect the value of the relevant securities (which may be zero) and any amounts paid on such securities (which may be zero). This may in turn adversely affect the Net Asset Value of the Sub-Fund. In addition, the value of structured finance securities from time to time, and consequently the Net Asset Value of the Sub-Fund, may be adversely affected by macro-economic factors such as adverse changes affecting the sector to which the underlying assets or reference credits belong (including industry sectors, services and real estate), economic downturns in the respective countries or globally, as well as circumstances related to the nature of the individual assets (for example, project finance loans are subject to risks connected to the respective project). The implications of such negative effects thus depend heavily on the geographic, sector-specific and type-related concentration of the underlying assets or reference credits. The degree to which any particular asset-backed security or portfolio credit-linked note is affected by such events will depend on the tranche to which such security relates; junior tranches, even having received investment grade rating, can therefore be subject to substantial risks.

Exposures to asset backed securities or managed portfolio credit-linked instruments entail a higher liquidity risk than exposure to sovereign or corporate bonds. Such products may only be valued by a limited number of market participants (including their related arrangers) and/or traded at a discount from face value and not at the fair value, which may in turn affect the Net Asset Value of the Sub-Fund.

WARNING

The attention of the investors is drawn to the specific risks of investments in Asset Backed Securities (as defined in the relevant paragraph of the Sub-Fund Annex) such as but not limited to: limited liquidity provided by the narrow dealer and investor community, complexity of the structures with numerous embedded options and sometimes complicated cash-flow waterfalls, embedded leverage for mezzanine and junior tranches, specific manager risks in case of managed transactions, concentration and overlap risks hard to hedge or mitigate because transactions are managed or pools are blind.

(v) Correlation risks

In portfolio credit-linked notes (like CDOs for instance) the models used to price the various credit-linked notes or tranches use "implied correlation of default" as a valuation input. Market perception of what is the right default pattern (highly correlated or lowly correlated) will affect prices of credit-linked notes or tranches accordingly.

(vi) Concentration risks

The Sub-Fund may hold a limited number of relatively large positions in certain securities or derivatives contracts in relation to the assets of the Sub-Fund, and/or restrict its investments to financial instruments issued by institutions that are active in the same sector, region or on the same market. Consequently, a loss in any such position, and/or developments affecting those institutions could result in significant losses to the Sub-Fund and a proportionately higher reduction in the Net Asset Value of the Sub-Fund than if its investments were less concentrated.

(vii) Borrowing & leverage

The Sub-Fund may use borrowings for the purpose of making investments and/or meeting redemptions. The use of borrowing creates special risks and may significantly increase the Sub-Fund's investment risk. Borrowing creates an opportunity for greater yield and total return but, at the same time, will increase the Sub-Fund's exposure to capital risk and interest costs. Any investment income and gains earned on investments made through the use of borrowings that are in excess of the interest costs associated therewith may cause the Net Asset Value of the Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest costs are greater than such income and gains, the Net Asset Value of the Shares may decrease more rapidly than would otherwise be the case.

The attention of potential investors is drawn to the fact that the Sub-Fund may leverage up to 500% of the Net Asset Value. As a result, a relatively small depreciation of a financial instrument may result in a profit or a loss which is high in proportion to the Sub-Fund's assets.

(viii) Liquidity risks

In some circumstances, the Sub-Fund's exchange traded investment positions may be very illiquid making it difficult to acquire or dispose of them at the prices quoted on the various exchanges. Accordingly, the Sub-Fund's ability to respond to market movements may be impaired and consequently the Sub-Fund may experience adverse price movements upon liquidation of its investments.

The Sub-Fund may also engage in transactions in securities which are not traded on organized exchanges. Such investments in over-the-counter ("**OTC**") securities and/or other unlisted securities tend to be more volatile and have a higher risk profile than liquid, listed securities. There being no recognized market for such securities, it may be difficult for the Sub-Fund to obtain reliable information about the value of any such security, or the extent of the risks to which it is exposed or to dispose of any such security quickly and/or on terms advantageous to the Sub-Fund. Settlement of OTC transactions may also be subject to delay and administrative uncertainties.

7. Classes of Shares summary

Classes*	Eligible investors	Minimum initial subscription amount**	Management Fee	Performance Fee	Subscription Charge Rate	Redemption Charge Rate***
Class R Shares	Any Well-Informed Investors	EUR 150,000	Up to 3.00% p.a.	Up to 20%	Up to 3.00%	Up to 2.00%
Class IS Shares	Institutional Investors	EUR 125,000	Up to 1.50% p.a.	Up to 20%	N/A	Up to 2.00%
Class RE Shares	Any Well-Informed Investors, employee of the AIFM and/or any of its affiliates	EUR 125,000	Up to 2.00% p.a.	N/A	N/A	Up to 2.00%
Class I Shares	Institutional Investors	EUR 125,000	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%

Class AI1 Shares	Authorised Well-Informed Investors ****	N/A	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%
Class AI2 Shares	Authorised Well-Informed Investors ****	N/A	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%
Class AI3 Shares	Authorised Well-Informed Investors ****	N/A	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%
Class AI4 Shares	Authorised Well-Informed Investors ****	N/A	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%
Class AI5 Shares	Authorised Well-Informed Investors ****	N/A	Up to 2.00% p.a.	Up to 20%	N/A	Up to 2.00%

*All Classes are available in EUR, USD, GBP and CHF as distribution and accumulating Shares. Class RE is available in EUR and is only available as accumulating Shares.

**Or the equivalent in the currency of the Class concerned.

***Paid to the Sub-Fund. Please also refer to "**Redemptions**" below.

****Means Well-Informed Investors having been authorised by the Board of Directors and/or the AIFM.

In order to attempt to protect Shareholders of certain Classes of Shares not denominated in the Sub-Fund Currency from the impact of currency movements, assets of Classes of Shares will be hedged back to the Sub-Fund Currency. The costs and effects of this hedging will be reflected in the Net Asset Value and in the performance of these Classes of Shares. Due to the foregoing, each Class of Shares may differ from each other in their overall performance.

Investors should be aware that any currency hedging process may not give a complete hedge. Furthermore, there is no guarantee that the hedging will be totally successful. Investors in such hedged Classes should consult section "9. Risk Factors" in relation to risks associated with hedging.

8. Subscriptions

Investors may subscribe for Shares in any Class during an Initial Subscription Period relating to the relevant Class, the beginning and duration of which will be determined by the Board of Directors at its sole discretion at an Initial Subscription Price that will also be determined by the Board of Directors at its sole discretion.

Any Initial Subscription Period may be prolonged by a decision of the Board of Directors at its sole discretion.

Thereafter, Shares are available for subscription on each Valuation Day at the applicable Net Asset Value.

Subscriptions for Shares may only be made in amounts.

Applications for subscriptions of Shares (together with the corresponding subscription amount) must be received by the Registrar and Transfer Agent by no later than two (2) Business Days prior to the relevant Valuation Day at 12 noon (Luxembourg time) ("**Subscription Deadline**") in order to be dealt with on the basis of the Net Asset Value per Share calculated as of that relevant Valuation Day. The issue of Shares is conditional upon receipt of subscription monies no later than by the Subscription Deadline.

Applications for subscriptions of Shares (together with the corresponding subscription amount) received by the Registrar and Transfer Agent after the applicable Subscription Deadline will be dealt with on the basis of the Net Asset Value per Share calculated as of the next Valuation Day.

A Subscription Charge not exceeding the Subscription Charge Rate indicated under "Classes of Shares" above may be applied.

9. Redemptions

Shares are redeemable at the option of the Shareholders. Redemptions may be made in amounts or in number of Shares.

Completed redemption requests must be received by the Registrar and Transfer Agent by no later than 12 noon Luxembourg time, on the 30th calendar day prior to the relevant Valuation Day ("**Redemption Deadline**") in order to be dealt with on the basis of the Net Asset Value per Share calculated as of that relevant Valuation Day. If any such day is not a Business Day, the Redemption Deadline shall be the previous Business Day. Payment of redemption proceeds will normally be made within twenty (20) Business Days after the relevant Valuation Day. However, the Board of Directors reserves the right to delay further payment without interest accruing, if market conditions are unfavourable, and it is, in the Board of Directors' reasonable opinion, in the best interest of the remaining Shareholders. However, the delay for the payment of redeemed Shares will not exceed thirty (30) Business Days after the relevant Valuation Day.

Redemption requests received by the Registrar and Transfer Agent after the applicable Redemption Deadline will be dealt with on the basis of the Net Asset Value per Share calculated as of the next Valuation Day.

A Redemption Charge not exceeding the Redemption Charge Rate indicated under "Class of Shares" above may be applied. If completed redemption requests are received no later than 12 noon Luxembourg time on the 90th calendar day prior to the relevant Valuation Day a total exemption of the applicable Redemption Charge will be applied.

10. Conversion

Conversions of Shares are not allowed.