



# PROSPECTUS

**UBP PG** Variable Capital Investment Company Luxembourg

APRIL 2017



UNION BANCAIRE PRIVÉE

## Important Information

This prospectus (the "Prospectus") comprises information relating to UBP PG, (the "Fund") which is registered under Part II of the Luxembourg law of 17<sup>th</sup> December 2010 relating to undertakings for collective investment (the "Law"). Such registration does not, however, imply approval by any Luxembourg authority of the contents of this Prospectus or of the portfolio of assets held by the Fund. Any representation to the contrary is unauthorised and unlawful. This Prospectus does not constitute an offer or solicitation in any jurisdiction in which an offer or solicitation would be unlawful. The shares in the Fund (the "Shares") are transferable subject to certain conditions and will not be transferable under any circumstances to U.S. Persons. The Fund qualifies as an AIF (alternative investment fund) under the law of 12 July 2013 (the "AIFM Law") implementing the 2011/61/UE Directive on the alternative investment fund managers ("AIFMD"). UBP Asset Management (Europe) S.A. shall act as the appointed alternative investment fund manager ("AIFM") for the Fund.

The Board of Directors of the Fund is responsible for the information contained in the Prospectus. To the best of the knowledge and belief of the Board of Directors (who has taken all reasonable care to ensure that such is the case) the information contained in the Prospectus is at its date in accordance with the facts and does not omit anything likely to affect the importance of such information. The Board of Directors accepts responsibility accordingly.

If you are in any doubt about the contents of the Prospectus you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

The most recent annual report of the Fund is available, once published, at the registered office of the Fund and will be sent to Investors upon request. Such report shall be deemed to form part of the Prospectus. Statements made in the Prospectus are based on the law and practice currently in force in Luxembourg and are subject to changes therein.

No person has been authorised to give any information or to make any representations in connection with the offering of Shares other than those contained in this Prospectus and the report referred to above, and, if given or made, such information or representations must not be relied on as having been authorised by the Fund. The delivery of this Prospectus (whether or not accompanied by any report) or the issue of Shares shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date hereof.

The distribution of this Prospectus and the offering of Shares in certain other jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required by the Fund to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. Prospective subscribers are not to construe this Prospectus as legal or tax advice. Each subscriber should consult his own advisers for advice concerning the various legal, tax and economic considerations relating to the purchase of Shares. No representations or warranties of any kind are intended or should be inferred with respect to the economic return or the tax consequences from a purchase of Shares.

Shares in the Fund may not be acquired or held, directly or indirectly, by a U.S. Person (as defined below); neither is the transfer of Fund Shares to such person authorised.

For the purposes of this Prospectus (but subject to applicable law, including Rule 902(k) of Regulation S promulgated under the US Securities Act 1933, as amended),

**A) "United States" means:**

The United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

**B) "U.S. Person" means:**

1. any natural person who is a citizen of the United States (including dual citizens);
2. any natural person resident of or in the United States;
3. any partnership or corporation organized or incorporated under the laws of the United States;
4. any estate of which any executor or administrator is a U.S. Person or the income of which is subject to US income tax regardless of source ;
5. any trust of which any trustee is a U.S. Person or the income of which is subject to US income tax regardless of source;
6. any agency or branch of a foreign entity located in the United States;
7. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
8. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
9. any partnership or corporation if:
  - (i) organized or incorporated under the laws of any foreign jurisdiction; and
  - (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the US Securities Act 1933 as amended, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the US Securities Act 1933 as amended) who are not natural persons, estates or trusts.
10. any entity organised principally for passive investment such as a pool, investment company or other similar entity; provided that the units of participation in the entity held by US Persons or persons otherwise not qualifying as "qualified eligible persons" (as defined in Rule 4.7 under the US Commodity Exchange Act) represent in the aggregate 10% or more of the beneficial interest in the entity, and that such entity was formed principally for the purpose of facilitating investment by US Persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 under the US Commodity Exchange Act regulations by virtue of its participants being non-US Persons.

**C) "U.S. Person" does not include:**

1. any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated or, if an individual, resident in the United States;
2. any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if:
  - (i) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
  - (ii) the estate is governed by non-U.S. law;

3. any trust of which any professional fiduciary acting as trustee is a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person;
4. an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
5. any agency or branch of a U.S. Person located outside the United States if:
  - (i) the agency or branch operates for valid business reasons; and
  - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or
6. the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

The distribution of this document in other jurisdictions may also be restricted; persons into whose possession this document comes are required to inform themselves about and to observe any such restrictions. This document does not constitute a solicitation by anyone in any jurisdiction in which such solicitation is not authorised or to any person to whom it is unlawful to make such solicitation.

The information contained in this Prospectus is supplemented by the financial statements and further information contained in the latest annual and semi-annual reports of the Fund, copies of which may be requested free of charge at the registered office of the Fund.

The Board of Directors of the Fund has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no material facts the omission of which makes misleading any statement herein, whether of fact or opinion. The Board of Directors accepts responsibility accordingly.

Each Investor must be aware that subscription for or acquisition of one or more Shares implies its complete and automatic adherence (i) to the content of the Prospectus and (ii) to the fact that any amendment conveyed to the Prospectus following an acceptable and validly implemented procedure described in section XII. of this Prospectus headed "Amendment Procedures" shall bind and be deemed approved by all Investors.

Any information which the AIFM or the Fund is under a mandatory obligation (i) to make available to Investors before investing in the Fund, including any material change thereof and updates of this Prospectus's essential elements, or (ii) to disclose (periodically or on a regular basis) to Investors (each such information under (i) or (ii) being hereafter referred to as a "Mandatory Information") shall be validly made available or disclosed to Investors via and/or at any of the legally acceptable information means listed in the Constitutive Documents (the "Information Means").

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

In principle, this Prospectus mentions the specific relevant Information Means via and/or at which an Investor may access any Mandatory Information that is not available or disclosed in this Prospectus. If this were not the case, Investors acknowledge that the relevant Information Means is available or disclosed at the registered office of the AIFM. No Investor will be allowed to invoke or claim the unavailability or non-disclosure of any Mandatory Information if this Mandatory Information was contained in this Prospectus or was available or disclosed via and/or at the relevant Information Means available or disclosed at the registered office of the AIFM.

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## **DIRECTORY**

### **Registered Office**

287-289 route d'Arlon  
L- 1150 Luxembourg  
Grand Duchy of Luxembourg

### **Board of Directors of the Fund**

#### **Mr Pierre Berger**

Managing Director of UBP Gestion Institutionnelle S.A.  
8, rue Robert-Estienne CH-1211 Genève 1  
Chairman of the Board of Directors

#### **Mr Dominique Leprevots**

Union Bancaire Gestion Institutionnelle (France) SAS  
116, avenue des Champs-Élysées  
75008 Paris  
Member of the Board of Directors

#### **Mr Michael Wehrle**

Managing Director, Partners Group AG  
Zugerstrasse 57, CH- 6341 Baar-Zug  
Member of the Board of Directors

#### **Ms Giuliana Tozzi**

Senior Vice President, Partners Group (Italy) SGR SpA  
Via della Moscova 3, 20121 Milan  
Member of the Board of Directors

#### **Mr Daniel Van Hove**

Managing Director of Orionis Management S.A.  
370, route de Longwy, L-1940 Luxembourg  
Member of the Board of Directors

### **Alternative Investment Fund Manager**

#### **UBP Asset Management (Europe) S.A.**

287-289, route d'Arlon, L-1150 Luxembourg

### **Board of Directors of the Alternative Investment Fund Manager**

Mr. André Gigon

Senior Managing Director  
Union Bancaire Privée, UBP SA  
96-98, rue du Rhône, CH-1211 Genève 1  
Chairman of the Board of Directors

Mrs. Isabelle Asseray

Managing Director  
UBP Asset Management (Europe) S.A.  
287-289, route d'Arlon, L-1150 Luxembourg

Mr. Christian Assel

Managing Director  
UBP Asset Management (Europe) S.A.  
287-289, route d'Arlon, L-1150 Luxembourg  
Managing Director

Mr. Laurent Nicolai de Gorhez	Union Bancaire Privée, UBP SA 96-98, rue du Rhône, CH-1211 Genève 1
<b>Conducting Officers of the Alternative Investment Fund Manager</b>	Mr. Pierre Berger  Mrs. Isabelle Asseray  Mr. Christian Assel  Mr. Dominique Leprévots
<b>Depository</b>	<b>BNP Paribas Securities Services Luxembourg Branch</b> 60, avenue J.F. Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
<b>Administrative Agent, Registrar and Transfer Agent</b>	<b>CACEIS BANK Luxembourg Branch</b> 5, allée Scheffer L-2520 Luxembourg Grand Duchy of Luxembourg
<b>Investment Manager or Investment Manager(s)</b>	<b>Co- see Appendix applicable to Sub-fund</b>
<b>Domiciliary Agent</b>	<b>UBP Asset Management (Europe) S.A.</b> 287-289 route d'Arlon L-1150 Luxembourg
<b>Auditors</b>	<b>Deloitte Audit S.à.r.l.</b> 560, rue de Neudorf L-2220 Luxembourg Grand Duchy of Luxembourg



## GLOSSARY OF TERMS

The following definitions apply throughout this Prospectus unless the context otherwise requires:

"Administrative Agent"	CACEIS BANK Luxembourg Branch
"AIFM"	means UBP Asset Management (Europe) S.A., 287-289, route d'Arlon, L-1150 Luxembourg, i.e., the alternative investment fund manager appointed by the Fund pursuant to the AIFM Rules
"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
"AIFM Law"	means the Luxembourg Law of 12 July 2013 relating to alternative investment fund managers
"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
"AIFM Rules"	means the corpus of rules formed by the AIFM Directive, the AIFM Regulation and any binding guidelines or other delegated acts and regulations issued from time to time by the EU relevant authorities pursuant to the AIFM Directive and/or the AIFM Regulation, as well as by any national laws and regulations (such as the AIFM Law) which are taken in relation to (or transposing either of) the foregoing
"Articles"	the articles of association of the Fund as amended from time to time
"Auditor"	Deloitte Audit S.à.r.l., <i>réviseur d'entreprises agréé</i>
"Business Day"	as defined in the different Appendices to the present prospectus
"Calculation Date"	The day on which the Net Asset Value is calculated
"Class" or "Share Class"	Each class of Shares within a Sub-Fund
"Constitutive Documents"	means the Fund's instruments of incorporation/association
CHF	The lawful currency of Switzerland
"CSSF"	The Commission de Surveillance du Secteur Financier, the Luxembourg Supervisory authority.
"Director"	A member of the Board of Directors of the Fund or of the AIFM
"Depositary"	Depositary within the meaning of AIFM Directive which is BNP Paribas Securities Services Luxembourg Branch
"Domiciliary Agent"	UBP Asset Management (Europe) S.A.
"EU"	European Union
"Euro" or "EUR"	The legal currency of the European Monetary Union
"FATCA"	The Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act enacted in March 2010
"Fund" or "SICAV"	UBP PG
GBP	The lawful currency of Great-Britain

<b>"Institutional Investors"</b>	Investors who qualify as institutional investors according to the Luxembourg laws and regulations
<b>"Investment Manager" or "Co-Investment Manager"</b>	means the parties listed in the Appendix applicable to the Sub-Fund
<b>"Investment Fund" or "UCI"</b>	Any undertaking the sole objective of which is the collective investment in securities, financial instruments and other assets. In the case of a multi-sub-fund structure, each individual sub-fund, provided that the segregation of assets and liabilities of the different sub-funds vis-à-vis third parties is ensured
<b>"Investor"</b>	means any person who has invested in the Fund and/or who is solicited to invest in the Fund and/or has expressed an interest in investing in the Fund
<b>"NAV Date"</b>	The day as at which the Net Asset Value is determined
<b>"Net Asset Value" or "NAV"</b>	The net asset value of the Fund or of a Sub-Fund as determined pursuant to section VII. "Net Asset Value"
<b>"Net Asset Value per Share"</b>	"The net asset value per Share of any Class within any Sub-Fund determined in accordance with the relevant provisions described in section VII. "Net Asset Value"
<b>"Law"</b>	Luxembourg law of 17 <sup>th</sup> December 2010 relating to undertakings for collective investment
<b>"Professional Investors"</b>	Investors who qualify as professional investors under annex II of Directive 2004/39/EC, as amended
<b>"Related Parties"</b>	Any individual or entities related to the Board of Directors, the Initiator, or their respective shareholder or affiliates
<b>"RESA"</b>	<i>The Recueil Electronique des Sociétés et Associations</i>
<b>SEK</b>	The lawful currency of Sweden
<b>SGD</b>	The lawful currency of Singapore
<b>"Shareholders"</b>	All the shareholder of the Fund, other than the Board of Directors
<b>"Shares"</b>	Any shares in the Fund from any Class within any Sub-Fund subscribed by any Shareholder
<b>"Sub-Fund"</b>	A specific portfolio of assets and liabilities within the Fund having its own Net Asset Value and within which Shares may be issued in one or separate Classes
<b>"Target UCI"</b>	UCIs in which the Fund invests
<b>"US"</b>	United States of America
<b>"USD" or "US\$"</b>	The lawful currency of the United States of America

All references herein to time are to Central European Time (CET) unless otherwise indicated.

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

## I. STRUCTURE OF THE FUND

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The Fund is an open-ended investment company which was set up for an unlimited duration in Luxembourg in the form of a “*société anonyme*” under the laws of the Grand Duchy of Luxembourg and qualifies as a “*société d’investissement à capital variable*”. It also qualifies as an alternative investment fund within the meaning of the AIFM Law. The Fund is authorised as an undertaking for collective investment (“UCI”) under Part II of the Law. The Fund is an umbrella fund and as such operates separate Sub-Funds, each of which is represented by one or more Classes of Shares. The Sub-Funds are distinguished by their specific investment policy or any other specific features, as further described in the Appendix to the Prospectus for each Sub-Fund.

The Fund constitutes a single legal entity, but the assets of each Sub-Fund shall be invested for the exclusive benefit of the Shareholders of the corresponding Sub-Fund and the assets of a specific Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund.

The various Share classes of the Fund may be listed on the Luxembourg stock exchange or with others stock exchange at the Board of Directors discretion.

The Board of Directors may at any time resolve to set up new Sub-Funds and/or create within each Sub-Fund one or more Classes of Shares and this Prospectus will be updated accordingly. The Board of Directors may also at any time resolve to close a Sub-Fund, or one or more Classes of Shares within a Sub-Fund, to further subscriptions.

The Fund was incorporated in Luxembourg on 19<sup>th</sup> October 2016. The capital of the Fund shall be equal at all times to the net assets of the Fund. The minimum capital of the Fund, as prescribed by Law, is the equivalent in US\$ of Euro 1,250,000. This minimum must be reached within a period of 6 months following the authorisation of the Fund. The Articles were published on the RESA site on 24<sup>th</sup> October 2016. The Fund is incorporated for an unlimited period.

The Fund was incorporated with an initial capital of US\$ 38’000 divided into 38 fully paid up Shares of US\$ 1’000 each.

The Fund is registered with *the Registre de Commerce et des Sociétés*, Luxembourg under number RCS B 209 776. The Articles have been deposited with the *Registre de Commerce et des Sociétés*, Luxembourg.

Under Luxembourg law and its Articles, the Fund is authorised to issue an unlimited number of Shares, all of which are without par value.

The reference currency of the Fund is the US\$ and all the financial statements of the Fund will be expressed in US\$.

## II. PURPOSE, INVESTMENT STRATEGY OBJECTIVES AND POLICIES

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The Fund's main objective is to achieve long-term growth of its assets.

Each Sub-Fund shall pursue a distinct investment policy and the investment restrictions may differ for each of them. The investment policy and specific investment restrictions are disclosed for each Sub-Fund in the relevant Appendix to the Prospectus.

### III. RISK WARNINGS

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The investments of the Fund are subject to market fluctuations and other risks inherent in any investment. It cannot therefore be guaranteed that the investment objectives will be achieved. Investors must therefore be aware that the value of their investment may fall as well as rise and that past performance is not a guide to future performances.

#### 1. Business Risk

The Fund is a recently established entity and there is little operating history by which to evaluate its likely future performance. There can therefore be no assurance that the Fund will achieve its investment objective in respect of any particular Sub-Fund.

#### 2. Political and/or regulatory risks

The value of a Sub-Fund's asset may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets.

#### 3. Foreign exchange / currency risk

Although Shares in a Sub-Fund may be denominated in one or more currencies, these may be different from the reference currency of the Sub-Fund and the Sub-Fund may invest its assets in securities denominated in a wide range of currencies, some of which may not be freely convertible. The Net Asset Value of the Sub-Fund as expressed in its reference currency and the Net Asset Value of the different Classes of Shares denominated in a currency other than the reference currency of the Sub-Fund may fluctuate in accordance with the changes in the foreign exchange rate between the relevant currencies. The Sub-Fund may also be exposed to foreign exchange rate fluctuations with respect to the currencies in which the Sub-Fund's investments are denominated. The Sub-Fund may therefore be exposed to a foreign exchange/currency risk. It may not be possible or practicable to hedge against the consequent foreign exchange/ currency risk exposure.

#### 4. Exogenous Regulatory Risks

Changes in treaties, laws and regulations (or in the interpretation thereof) occurring from time to time in the various jurisdictions in which the Fund will invest may worsen the legal and tax constraints within which the Fund will operate and, as a result, may require structuring and financing alternatives to be identified and implemented and lead to increased legal costs and reduced returns. Any change in law that originates from European Union legislation is likely to affect the laws and regulations of most of the countries in which the Fund plans to invest.

#### 5. Conflicts of Interest

Prospective investors should note that Related Parties may purchase Shares in the Fund unless otherwise provided in the relevant Appendix to the Prospectus.

Conflicts of interests may arise between the Fund and the persons or entities involved in the management and custody of the Fund. Please refer to section 10. Risk related to investments in UCI.

## **6. Market risk**

Although it is intended that investments of each Sub-Fund will be diversified, they are subject to normal market fluctuations and to the risks inherent to investments in equities, debt securities, currency instruments, derivatives and other similar instruments.

The Fund may invest in Investment Funds active on various markets throughout the world. Political changes, changes to the applicable legal framework, fiscal measures or currency risks on these markets may have a negative impact on the assets or the financial results of the Investment Funds and, consequently, of the Fund.

## **7. Possible effect of substantial redemptions**

Substantial redemptions at the Shareholders request may necessitate the Fund to liquidate investments and/or borrow money. It is possible that losses may be incurred due to such liquidations which might otherwise not have been incurred. The costs of borrowing will be borne by the Fund.

Investors should pay attention to the section VI. Dealing in Shares - Redemptions - Large Redemptions.

## **8. Risks linked to the use of derivative instruments and other specific investment techniques and financial instruments**

Careful use of derivative instruments, such as but not limited to options, futures, swaps, CDS, etc., as well as of other specific investment techniques and financial instruments, may well represent a source of advantages, but also involves different risks than those linked to traditional forms of investment that, in certain cases, may even be greater. The following sections present a general description of the risk factors and key aspects concerning the use of derivative instruments as well as other specific investment techniques and financial instruments, which investors must take into consideration before any investment in a sub-fund.

Market risks: in general, these risks are linked to all forms of investment; as such, the change in the value of a specific financial instrument may in certain cases go against a sub-fund's interests.

Control and supervision: derivative instruments as well as other specific investment techniques and financial instruments represent special products that require different investments techniques and risk analyses than equities and bonds. Using a financial derivative instrument presupposes not only knowledge of the underlying instrument, but also knowledge of the derivative instrument itself, while changes in the value of the latter may not be able to be monitored under all possible market conditions. More specifically, the use and complexity of such products require suitable control mechanisms to be maintained for the supervision of transactions entered into, and the risks incurred by sub-funds in relation to such products and changes in the stock price, interest rate and exchange rate concerned must be able to be determined.

Liquidity risks: there are liquidity risks when a specific security is difficult to buy or sell. If there is a high volume of transactions or if markets are partially illiquid (notably in the event of many instruments traded on an individual basis), it may prove to be impossible to carry out a transaction or unwind a position at a beneficial stock price under certain circumstances.

Counterparty risks: with derivative instruments traded over the counter, the counterparty for a transaction may not be able to honour its commitments and/or contracts may be cancelled, for instance in the event of bankruptcy, subsequent illegality or changes to the legal prescriptions concerning taxation or the presentation of accounts compared with those in force when entering into the contract linked to over-the-counter derivative instruments.

Other risks: the other risks inherent to the use of derivative instruments as well as other specific investment techniques and financial instruments include the risk of a differing valuation of financial products, resulting from the application of different accredited valuation methods and the lack of any absolute correlation (model risks) between the derivative products and the underlying transferable

securities, interest rates, exchange rates and indexes. Many derivative instruments, and particularly over-the-counter derivative instruments, are complex and often valued subjectively. Inaccurate valuations may result in higher cash payments to the counterparty or impairments in value for a sub-fund. The derivative instruments do not always fully or even to a great extent reflect changes in the transferable securities, interest rates, exchange rates or indexes which they are supposed to be aligned with. As such, the use of derivative instruments as well as other specific investment techniques and financial instruments by a sub-fund does not necessarily represent an effective means of achieving a sub-fund's investment objective and may even prove to be counter-productive.

## **9. Risk related to the use of leverage**

The Sub-Funds may make use of financial derivative instruments and other efficient portfolio management techniques. The use of such instruments and techniques has a leverage effect, which creates the potential for more significant profits, but also gives rise to a higher risk that losses will exceed the amount invested. The use of leverage therefore increases the overall risk involved in investing in the Fund's shares.

Shareholders should note that the sum of notional calculation methodology does not take into account any netting and hedging arrangements a Sub-Fund may have in place. In addition they should note that leverage per se is not an accurate risk indicator. A high degree of leverage does not necessarily imply a higher degree of risk.

## **10. Risk related to investments in UCI**

There is no assurance that the liquidity of the investments of Target UCIs will always be sufficient to meet redemption requests as and when made. Any lack of liquidity may affect the liquidity of the shares of the Fund and the value of its investments.

For such reasons the treatment of redemption requests may be postponed in exceptional circumstances including if a lack of liquidity were to result in difficulties to determine the Net Asset Value of the shares of the Fund and consequently a suspension of issues and redemptions.

Conflicts of interests may arise between the Fund and the persons or entities involved in the management and custody of the Fund. The Investment Manager may manage assets of other clients that make investments similar to those made on behalf of the Target UCIs. Such clients could thus compete for the same trades or investments and whilst available investments or opportunities for each client are generally allocated in a manner to be believed equitable to each, some of those allocation procedures may adversely affect the price paid or received for investments or the size of positions obtained or disposed.

Conflicts may also arise as a result of the other services provided by the Investment Manager or its affiliates which may provide advisory, custody or other services to the Fund, to other clients and some of the Target UCIs. Similarly the Directors may also be directors of Target UCIs and the interests of such Target UCIs and of the Fund could result in conflicts.

Generally there may be conflicts of interests between the best interests of the Fund and an interest of the Investment Manager and its affiliates and the Directors to generate fees, commissions and other revenues. In the event that such a conflict of interests arises, the Directors will endeavour to ensure that it is resolved in a fair manner.

## **11. Specific Risk Factors of the Sub-Funds**

Please refer to the relevant Appendix to the Prospectus for specific risk factors applying to each of the Sub-Funds.

#### IV. INVESTMENT RESTRICTIONS

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The Fund is subject to and will conduct its investment operations in compliance with the following general investment restrictions. The investment policy of a Sub-Fund may be subject to different or additional investment restrictions than those provided below, in which case such different or additional restrictions are disclosed in the relevant Appendix to the Prospectus.

##### 1. Investments in units or shares issued by Target UCIs

- (a) Each Sub-Fund may, in principle, not invest more than twenty per cent (20%) of its net assets in units or shares issued by the same Target UCI. For the purpose of this twenty per cent (20%) limit, each sub-fund of a Target UCI with multiple sub-funds is to be considered as a distinct Target UCI provided that the principle of segregation of the commitments of the different sub-funds towards third parties is ensured. Each Sub-Fund may hold more than fifty per cent (50%) of the units or shares of a Target UCI, provided that, if the Target UCI is a fund with multiple sub-funds, the investment of the Sub-Fund in the legal entity constituting the Target UCI represents less than fifty per cent (50%) of the net assets of the Sub-Fund.
- (b) These restrictions are not applicable to the acquisition of units or shares of Target UCIs if such Target UCIs are subject to risk diversification requirements comparable to those applicable to UCIs which are subject to Part II of the 2010 Law and if such Target UCIs are subject in their home country to a permanent supervision by a supervisory authority set up by law in order to ensure the protection of investors. This derogation may not result in an excessive concentration of the investments of any Sub-Fund in one single Target UCI provided that for the purpose of this limitation, each sub-fund of a Target UCI with multiple sub-funds is to be considered as a distinct Target UCI provided that the principle of segregation of the commitments of the different sub-funds towards third parties is ensured.
- (c) The Sub-Funds investing principally in Target UCIs must make sure that their portfolio of Target UCIs presents appropriate liquidity features to enable the respective Sub-Funds to meet their obligation to redeem their Shares.

##### 2. Investments in transferable securities other than shares or units issued by UCI

- (a) Each Sub-Fund may not invest more than twenty per cent (20%) of its net assets in securities issued by one and the same issuer.
- (b) Each Sub-Fund may not acquire more than ten per cent (10%) of the securities of the same kind issued by one and the same issuer.
- (c) Each Sub-Fund may not invest more than ten per cent (10%) of its net assets in securities which are not quoted on a stock exchange or dealt in on an organised market which functions regularly and is recognised and open to the public. This restriction does not apply to money-market instruments traded on a regulated market which functions regularly and securities for which an application has been submitted for listing on a stock exchange or another regulated market which functions regularly and is recognised and open to the public, subject to the said application being approved within one year of the issue of the security concerned at the latest.

The restrictions stipulated under a), b) and c) above do not apply to securities issued or guaranteed by an OECD Member State, by their territorial public authorities or by, regional or world-level European Union organisations.

### **3. Use of financial derivatives**

Financial derivative instruments may be used for both efficient portfolio management and to hedge against market and currency risks.

### **4. Excess of limits**

The restrictions set forth above shall only be applicable at the time when the relevant investment is made and need not to be complied with when exercising subscription rights attaching to securities, which form part of the assets of the Fund.

If any of the above percentages are exceeded as a result of the exercise of subscription rights or as a result of any events other than the making of investments, the situation shall be remedied taking due account of the interests of the Shareholders.

Each Sub-Fund is authorised not to comply with the above investment restrictions for a period of six months following the date of its launch, while ensuring the observance of the principle of risk-spreading.

## **V. SHARES**

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Shares will be issued in registered form only. Shareholders shall receive a confirmation of their shareholding.

Fractions of Shares up to 3 decimal places will be issued if so decided by the Board of Directors. Such fractions of Shares shall not be entitled to vote but shall be entitled to participate in the net assets and any distributions attributable to the relevant Class of Shares on a pro rata basis.

All Shares must be fully paid-up; they are of no par value and carry no preferential or pre-emptive rights. Each Share of the Fund, irrespective of its class or net asset value, is entitled to one vote at any general meeting of Shareholders, in compliance with Luxembourg law and the Articles.

## **VI. DEALING IN SHARES**

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### **A. Offering details**

#### **1. Initial Offer**

Applications for initial subscription may be made during the initial offer period specified for each Class in the relevant Appendix to the Prospectus.

#### **2. Initial Issue Price**

During any initial offer period, the issue price per Share of each Class is the price specified in the relevant Appendix to the Prospectus plus any applicable subscription charge.

#### **3. Minimum Initial Subscription and Holding Amounts**

The Board of Directors may set and waive at its sole discretion, a minimum initial subscription amount and a minimum holding amount per Class in each Sub-Fund, to be specified in the relevant Appendix to the Prospectus.

#### **4. Subsequent Subscriptions**

Applications for subscription may be made prior to any day that is a NAV Date for the Sub-Fund or Class concerned (or on such other days as the Board of Directors may from time to time determine), subject to any prior notice requirements specified in the relevant Appendix to the Prospectus.



## **5. Minimum Subsequent Subscription Amount**

The Board of Directors may set and waive, as far as equal treatment of Shareholders is respected, at its sole discretion, a minimum subsequent subscription amount, to be specified in the relevant Appendix to the Prospectus.

## **6. Prior Notice Requirements**

The Board of Directors may at its sole discretion, accept any application for subscription received after the subscription deadline specified for each Class in the relevant Appendix to the Prospectus. If not accepted by the Board of Directors, such applications will be dealt with as of the next NAV Date.

## **7. Subscription Price per Share**

After any initial offer period, the subscription price per Share of each Class is the Net Asset Value per Share of such Class, determined as at the relevant NAV Date increased by any applicable subscription charge as specified in the relevant Appendix to the Prospectus.

## **8. Subscription in kind**

The Board of Directors may decide to issue Shares against contribution in kind in accordance with Luxembourg law. The assets contributed must be valued in a report issued by the Fund's auditor, to the extent required by Luxembourg law. Any costs incurred in connection with a contribution in kind shall be borne by the relevant Shareholder.

## **9. Payment of Subscription Price**

The full Subscription Price of the Shares subscribed must be received in cleared funds by the Depositary or its agent in the reference currency of the Class concerned no later than the date specified in the relevant Appendix to the Prospectus. Unless otherwise specified in the relevant Appendix to the Prospectus, no interest will be paid on payments received prior to the closing date of any initial offer period or prior to any NAV Date.

## **10. Acceptance of Subscriptions**

The Board of Directors reserves the right to accept or refuse for any reason any application to subscribe Shares in whole or in part.

## **11. Suspension of Subscriptions**

The Board of Directors will suspend the issue of Shares of any Sub-Fund whenever the determination of the Net Asset Value of such Sub-Fund or Class is suspended.

## **12. Anti-money Laundering Provisions**

Pursuant to Luxembourg law and circulars of the Luxembourg regulator, professional obligations have been outlined to prevent the use of UCIs for money laundering purposes. As a result of such provisions, the registrar of a Luxembourg UCI must ascertain the identity of the subscriber. Accordingly, the Fund, the AIFM or the Administrative Agent or any duly appointed agent may require subscribers to provide a certified copy of their passport, identity card or driving licence and for subscribers who are corporate or legal entities, an extract from the registrar of companies or articles of incorporation or other official documentation. In any case, the Fund, the AIFM or the Administrative Agent or any duly appointed agent may require, at any time, additional documentation relating to an application for Shares. Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorised persons.

In case of refusal by an Investor to provide the documents required, the application for subscription will not be accepted.

## **Redemptions**

### **1. Redemption Procedure**

Subject to the restrictions provided in this Prospectus and the relevant Appendix to the Prospectus, any Shareholder may apply for the redemption of some or all of his Shares or of a fixed amount. Shares will be redeemed at a price based on the Net Asset Value per Share determined as at the relevant NAV Date, as specified in the relevant Appendix to the Prospectus. If the value of a Shareholder's holding on the relevant NAV Date is less than the fixed amount which the Shareholder has applied to redeem, the Shareholder will be deemed to have requested the redemption of all of his Shares.

### **2. Prior Notice Requirements**

Subject to equal treatment between Shareholders, the Board of Directors may at its sole discretion, accept any application for redemption received after the redemption deadline specified in the relevant Appendix to the Prospectus. If not accepted by the Board of Directors, such applications will be dealt with as of the next NAV Date.

### **3. Minimum Holding Amount**

If, as a result of a redemption, the value of a Shareholder's holding would become less than the minimum holding amount specified for each Class in the relevant Appendix to the Prospectus, the Board of Directors may decide that the redeeming Shareholder shall be deemed to have requested the conversion of the rest of his Shares into Shares of the Class of the same Sub-Fund with a lower minimum holding amount (subject to the fulfilment of any requirements imposed on such Class) and, if the redeeming Shareholder was holding Shares of the Class with the lowest minimum holding amount, the Board of Directors may decide that the redeeming Shareholder shall be deemed to have requested the redemption of all of his Shares.

The Board of Directors may also at any time decide to compulsorily redeem or convert all Shares from any Shareholder whose holding is less than the minimum holding amount specified for each Class in the relevant Appendix to the Prospectus.

Before any such compulsory redemption or conversion, each Shareholder concerned will receive one month' prior notice to increase his holding above the applicable minimum holding amount based on the applicable Net Asset Value per Share.

### **4. Redemption Charge**

In each Class of each Sub-Fund, a redemption charge may be charged or waived in whole or in part, as specified in the relevant Appendix to the Prospectus.

### **5. Redemption Price per Share**

The redemption price per Share of each Class is the Net Asset Value per Share of such Class determined as at the relevant NAV Date reduced by any applicable redemption charge, if applicable, as specified in the relevant Appendix to the Prospectus.

### **6. Payment of Redemption Proceeds**

Redemption proceeds, net of any applicable redemption charge, are paid in the reference currency of the relevant Sub-Fund or Class specified in the relevant Appendix to the Prospectus.

The details of the payment of redemption proceeds will be described in the relevant Appendix.

## **7. Redemptions in kind**

Payment of the redemption proceeds will normally be made in cash. However, if market conditions or the interest of all the Shareholders of a Sub-Fund so warrant, the Board of Directors may propose to the redeeming Shareholder(s) to receive all or part of the redemption proceeds in kind (i.e. receive a portfolio of securities and/or other assets from the relevant Sub-Fund of equivalent value to the cash redemption proceeds). Any such proposal from the Board of Directors will be subject to the prior approval of the redeeming Shareholder(s).

Where the Shareholder agrees to accept redemption in kind he will, as far as possible, receive a representative selection of the Sub-Fund's holdings pro rata to the number of Shares redeemed and the Board of Directors will make sure that the remaining Shareholders do not suffer any loss therefrom. The value of the redemption in kind will be certified by a certificate drawn up by the auditors of the Fund in accordance with the requirements of Luxembourg law (if required). The specific costs for such redemption in kind, in particular the costs of the special audit report, will have to be borne by the Shareholder or by a third party, but will not be borne by the Fund unless the Board of Directors considers that the redemption in kind is in the interest of the Fund or made to protect the interests of the Fund.

## **8. Compulsory Redemption of Shares**

If the Board of Directors becomes aware that a Shareholder is holding Shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Fund or a majority of its Shareholders, or otherwise be detrimental to the interests of the Fund, the Board of Directors may compulsorily redeem such Shares in accordance with the provisions of the Articles. Shareholders are required to notify the Fund and the Administrative Agent immediately if they cease to meet the Shareholder eligibility requirements specified in this Prospectus, if applicable, or hold Shares for the account or benefit of any person who does not or has ceased to meet such requirements, or hold Shares in breach of any law or regulation or otherwise in circumstances having, or which may either have adverse regulatory, tax or fiscal consequences for the Fund or be detrimental to the interests of the Fund.

If the Board of Directors becomes aware that a Shareholder has failed to provide any information or declaration required by the Board of Directors within ten days of being requested to do so, the Board of Directors may compulsorily redeem the relevant Shares in accordance with the provisions of the Articles.

## **9. Large Redemptions**

If, on any NAV Date, redemption requests relate to more than 10% of the Net Asset Value of the Shares in issue in a specific Sub-Fund, the Board of Directors may decide that part or all of such requests for redemption will be deferred for such period as the Board of Directors considers to be in the best interest of the Sub-Fund. On the next NAV Date following such deferral period, these redemption requests will be met on the basis of the Net Asset Value determined as at that NAV Date and in priority to later requests.

In exceptional circumstances relating to a lack of liquidity of certain investments made by certain Sub-Funds and the related difficulties in determining the Net Asset Value of the Shares of certain Sub-Funds, the payment of redemption proceeds may be delayed. Although the Board of Directors will seek to select Investment Funds which offer the opportunity to have their shares or units redeemed within a reasonable time frame, there is no assurance that the liquidity of the investments of such Investment Funds will always be sufficient to meet redemption request as and when made. Any lack of liquidity may affect the liquidity of the Shares of the Fund and the value of its investments.

Additional measures in case of large redemption requests may be disclosed in the Sub-Fund appendices in the section "Gates".

## **10. Suspension of Redemptions**

Redemption of Shares of any Sub-Fund or Class will be suspended whenever the determination of the Net Asset Value of such Sub-Fund or Class is suspended.

## **11. Revocability of Redemption Requests**

In normal circumstances, applications for redemptions of Shares are irrevocable and may not be withdrawn by any Shareholder.

The Board of Directors may, however, at its sole discretion and taking due account of the principle of equal treatment between Shareholders and in the interest of the relevant Sub-Fund, decide to accept any withdrawal of an application for redemption.

In the event of the suspension of the determination of the Net Asset Value of the relevant Sub-Fund, the Shareholders of the relevant Sub-Fund who have made an application for redemption of their Shares, may give written notice to the Fund that they wish to withdraw their application.

## **12. Secondary Value Dealing**

Please note that this procedure (Secondary Value Dealing) is not applicable as at the launch of a Sub-Fund and will not come into effect unless written notice has been given to the Shareholders of the respective Sub-Fund. As outlined in this section, the Board of Directors may decide to introduce temporarily the Secondary Value Dealing in extraordinary circumstances such as, for example, extraordinary market and economic conditions, significant redemption requests substantially in excess of the Sub-Fund's redemption restrictions, whether individually or aggregated, requiring the disposal of substantial parts of the Sub-Fund's assets, during periods when Target UCI's apply similar redemption procedures or such other extraordinary situation, as may be reasonably determined by the Board of Directors, taking into account the interests of all Shareholders.

In relation to the Secondary Value Dealing procedure, redemption requests which are received prior to cut-off time on the Secondary Value Dealing redemption day, as determined by the Board of Directors and announced to the Shareholder prior to such day (the SVD Redemption Day), will, if accepted, be transacted at the Secondary Value Dealing Price (as defined below). The SVD Redemption Day following the decision of the Board of Directors to apply the Secondary Value Dealing shall be as soon as practicable.

For the avoidance of doubt, the regular procedure with regard to the issue and redemption of Shares set out in the relevant Sub-Fund Specifications (the Regular Dealing Procedure) shall not be available following the decision of the Board of Directors to apply the Secondary Value Dealing in respect of the relevant Sub-Fund.

Redemption proceeds shall normally be paid to the redeeming Shareholder as soon as practicable, but no later than 120 Calendar Days following the respective SVD Redemption Day (the SVD Redemption Payment Day), provided the relevant Sub-Fund has sufficient liquid assets available from proceeds of its assets as contemplated below. Should proceeds not be readily available, the Board of Directors shall keep the relevant Shareholders informed and pay redemption monies as soon as practicable when sufficient funds have been generated but not later than 270 after the relevant SVD Redemption Day.

Redemption requests shall be given for a number of Shares. Redemption requests expressed in nominal amounts will not be processed.

A non-binding indication (or estimated range, as applicable) as to the estimated Secondary Value Dealing Price shall be made available to investors typically 30 calendar days prior to the relevant SVD Redemption Day or as soon as practicable thereafter at the registered office of the Fund. Shareholders must be aware that such indication is an estimate only and the applicable Secondary Value Dealing Price may differ from such indication and will be determined taking into account the

sales proceeds of the selected assets (see below section "Secondary Value Dealing Price").

The Board of Directors may adjust the above timelines and procedure in relation to any Sub-Fund.

Where applicable, outstanding redemption requests received in connection with the Regular Dealing Procedure will automatically be transferred to the Secondary Value Dealing. The redeeming Shareholders may withdraw their redemption request provided that notice of such withdrawal is given prior to the applicable SVD Redemption Day. In respect of each SVD Redemption Day, redemptions will not be limited and all redemption requests by the Shareholders, to the extent that these have been accepted, shall be transacted on the Secondary Value Dealing Price as set out below.

### ***Secondary Value Dealing Price***

The issue and redemption price for Shares during the Secondary Value Dealing (the Secondary Value Dealing Price) is based on the Sub-Fund's Net Asset Value as determined on the Valuation Day preceding the SVD Redemption Day, adjusted by a spread (the Spread), if any, reflecting the expected or actual discount relative to net asset values, of prices obtained through asset sales under the then prevailing market conditions, or, where applicable, redemption prices of Target UCIs.

The Spread (if any) shall be determined in good faith by the Board of Directors in consultation with the Co-Investment Manager and, where appropriate, third party service providers. Any potential hedging gains or losses relating to the redemptions received under the Secondary Value Dealing procedure shall be borne by the redeeming Shareholders.

### ***Net Asset Value during Secondary Value Dealing***

As long as the Secondary Value Dealing is applied, the Sub-Fund's Net Asset Value shall continue to be calculated in accordance with section "Calculation of Net Asset Value", provided that profits, losses and expenses that can be allocated to those assets that may be sold shall be excluded from the Sub-Fund's Net Asset Value. No subscriptions or redemptions will be transacted at the Sub-Fund's Net Asset Value during the Secondary Value Dealing.

### ***Return to Regular Dealing Procedure***

The Sub-Fund will return to its regular subscription and redemption procedure at the assessment of the Board of Directors that the extraordinary circumstances having warranted the application of the Secondary Value Dealing Procedure are no longer present. The Shareholders shall be notified about such change as soon as reasonably practicable. More specifically, it is expected that the Secondary Value Dealing will be replaced by the regular dealing procedure as soon as practicable taking into account the interests of all Shareholders.

## **B. Conversions**

### **1. Possibility of Conversion**

Unless otherwise disclosed for a Sub-Fund in the relevant Appendix to the Prospectus, Shareholders may ask to convert all or part of the Shares which they hold in a Class of a given Sub-Fund into Shares of another Class in the same Sub-Fund as well as ask to convert all or part of the Shares which they hold in a Class of a given Sub-Fund into Shares of the same Class of another Sub-Fund or into Shares of another Class of another Sub-Fund, unless otherwise specified in the relevant Appendix.

### **2. Irrevocability of Conversion Requests**

Any request for conversion shall be irrevocable and may not be withdrawn by any Shareholder in any circumstances, except in the event of a suspension of the determination of the Net Asset Value of the relevant Sub-Fund. In the event of a suspension, the Fund will process the conversion requests on the first applicable NAV Date following the end of the period of suspension.

### **3. Conditions**

Acceptance of any application for conversion is contingent upon the satisfaction of any conditions (including any minimum subscription and prior notice requirements) applicable to the Class into which the conversion is to be effected. If, as a result of a conversion, the value of a Shareholder's holding in the new Class would be less than the minimum holding amount specified for this Class in the relevant Appendix to the Prospectus, the Board of Directors may decide not to accept the conversion request. If, as a result of a conversion, the value of a Shareholder's holding in the original Class would become less than the minimum holding amount specified for this Class in the relevant Appendix to the Prospectus, the Board of Directors may decide that such Shareholder shall be deemed to have requested the conversion of all of his Shares.

### **4. Prior Notice Requirements**

Unless specifically provided otherwise, the prior notice requirements for redemptions as specified for a given Sub-Fund in the relevant Appendix to the Prospectus shall be applicable to conversion requests.

### **5. Conversion Value**

The number of full and fractional Shares issued upon conversion is determined on the basis of the Net Asset Value per Share of each Class concerned as at the common NAV Date on which the conversion request is effected. If there is no common NAV Date for any two Classes, the conversion is made on the basis of the Net Asset Value determined as at the next following NAV Date of the Class of Shares to be converted and as at the following NAV Date of the Class into which conversion is requested, or on such other days as the Board of Directors may reasonably determine.

## **VII. NET ASSET VALUE**

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### **A. Calculation of Net Asset Value**

The Net Asset Value of each Sub-Fund is determined as at the NAV Date specified for each Sub-Fund in the relevant Appendix to the Prospectus.

The Net Asset Value of each Sub-Fund will be determined and made available in its reference currency.

The Net Asset Value per Share of each Class of Shares for each Sub-Fund is determined by dividing the value of the total assets of the Sub-Fund properly allocated to such Class of Shares less the liabilities of the Sub-Fund properly allocated to such Class of Shares by the total number of Shares of such Class of Shares outstanding on any NAV Date.

In calculating the Net Asset Value, income and expenditure are treated as accruing from day-to-day.

Assets will be valued in accordance with the following principles:

- The value of any cash on hand or on deposit, bills and demand notes and accounts receivable (including any rebates on fees and expenses payable by any Investment Fund), prepaid expenses, cash dividends declared and interest accrued, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the Board of Directors may consider appropriate to reflect the true value thereof.
- The value of securities (including shares or units of closed-ended Investment Funds) which are quoted,

traded or dealt in on any stock exchange shall be based on the latest available price or, if appropriate, on the average price on the stock exchange which is normally the principal market of such securities, and each security traded on any other regulated market shall be valued in a manner as similar as possible to that provided for quoted securities.

- For non-quoted securities or securities not traded or dealt in on any stock exchange or other regulated market as well as quoted or non-quoted securities on such other market for which no valuation price is available, or securities for which the quoted prices are, in the opinion of the Board of Directors, not representative of the fair market value, the value thereof shall be determined prudently and in good faith by the Board of Directors on the basis of foreseeable sale prices.
- Liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis.
- Futures and options are valued by reference to the previous day's closing price on the relevant market; the market prices used are the futures exchanges settlement prices.
- Swaps are valued at fair value based on the last available closing price of the underlying security.
- Investments in open-ended Investment Funds will be taken at their latest official net assets values or at their latest unofficial net asset values (i.e. which are not generally used for the purposes of subscription and redemption of shares of the underlying Investment Funds) as provided by the relevant administrators, the AIFM or Investment Managers if more recent than their official net asset values adjusted as the case may be, by the premium/discount paid upon acquisition.
- All other securities and assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

If events have occurred which may have resulted in a material change of the net asset value of such shares or units in other Investment Funds since the day on which the latest official net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the Board of Directors, such change of value.

For the purpose of determining the value of the Fund's assets, the Administrative Agent may rely upon such automatic pricing services as it shall determine or, if so instructed by the Board of Directors, it may use information received from various professional pricing sources (including fund administrators and brokers). In such circumstances, the Administrative Agent shall not, in the absence of manifest error on the part of the Administrative Agent, be responsible for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value of the Fund or any Sub-Fund or any Class and the Net Asset Value per Share resulting from any inaccuracy in the information provided by such professional pricing sources.

Furthermore, in calculating the Net Asset Value of the Fund or any Sub-Fund or Classes and the Net Asset Value per Share, the Administrative Agent shall use reasonable endeavours to verify pricing information supplied by the Board of Directors, but investors should note that in certain circumstances it may not be possible or practicable for the Administrative Agent to verify such information. In such circumstances, the Administrative Agent shall not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value of the Fund or of any Sub-Fund or Classes and Net Asset Value per Share resulting from any inaccuracy in the information provided by the Board of Directors.

In circumstances where one or more pricing sources fails to provide valuations for an important part of the assets to the Administrative Agent preventing the latter to determine the subscription and redemption prices, the Administrative Agent shall inform the Board of Directors who may decide to suspend the Net Asset Value calculation.

The Board of Directors may, at its discretion, permit some other method of valuation to be used if it considers that such method of valuation better reflects the true value and is in accordance with good accounting practice.

The value of assets denominated in a currency other than the reference currency of a Sub-Fund shall be determined by taking into account the rate of exchange prevailing at the time of determination of the Net Asset Value.

Additional information in relation to the Fund's valuation procedure and of the pricing methodology for valuing the Fund's assets, including as the case may be the methods used in valuing hard-to-value assets and the appointment of external valuers in accordance with Article 17 of the AIFM Law, is available at the registered office of the AIFM.

The Board of Directors has delegated to the Administrative Agent the determination of the Net Asset Value and the Net Asset Value per Share.

The assets and liabilities of the Fund shall be allocated in such manner as to ensure that the proceeds received upon the issue of Shares of a specific Sub-Fund shall be attributed to that Sub-Fund. All of the assets and liabilities of a specific Sub-Fund as well as the income and expenses which are related thereto shall be attributed to that Sub-Fund. The rights of Shareholders and of creditors concerning a specific Sub-Fund or which have arisen in connection with the creation, operation or liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. For the avoidance of doubt, the assets of a Sub-Fund are exclusively available to satisfy the rights of the Shareholders in relation to that Sub-Fund and the rights of creditors whose claims have arisen in connection with the creation, the operation or the liquidation of that Sub-Fund. Each Sub-Fund may be separately liquidated without such separate liquidation resulting in the liquidation of another Sub-Fund.

Nonetheless, assets or liabilities which cannot be attributed to any particular Sub-Fund (e.g. CSSF's annual fees) shall be allocated to all the Sub-Funds pro rata to their respective Net Asset Values. The proportion of the total net assets attributable to each Sub-Fund shall be reduced as applicable by the amount of any distribution to Shareholders and by any expenses paid.

The latest Net Asset Values and/or market prices of the Fund and/or the Shares, as the case may be, are available at the registered office of the AIFM.

## **B. Suspension of the Calculation of the Net Asset Value**

The Fund may temporarily suspend the calculation of the Net Asset Value of one or more Sub-Funds and in consequence the issue, redemption and conversion of Shares in any of the following events:

- during any period when any one of the stock exchanges or other principal markets on which a substantial portion of the assets of the Fund attributable to such Sub-Fund(s), from time to time, is quoted or dealt in is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended provided that such restriction or suspension affects the valuation of the investments of the Fund attributable to such Sub-Fund(s) quoted thereon; or
- When investing in UCIs, there is no assurance that the liquidity of the investments of such UCIs will always be sufficient to meet redemption requests as, and when made. Any lack of liquidity may affect the liquidity of the shares of the Fund and the value of its investments. For such reasons the treatment of redemption requests may be postponed in exceptional circumstances including if a lack of liquidity may result in difficulties to determine the Net Asset Value of the shares of the Fund and consequently a suspension of issues and redemptions.
- during any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Board of Directors, or the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors, disposal or valuation of the assets held by the Fund attributable to such Sub-Fund(s) is not reasonably practicable without this being seriously detrimental to the interests of Shareholders, or if in the opinion of the Board of Directors, the issue and, if applicable, redemption prices cannot fairly be calculated; or



- during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Fund attributable to such Sub-Fund(s) or the current prices or values on any stock exchanges or other markets in respect of the assets attributable to such Sub-Fund(s); or
- during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Sub-Fund(s) or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares of the Fund cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange; or
- during any period when the Net Asset Value of a Sub-Fund cannot be calculated because the net asset value of one or more Investment Funds in which the Sub-Fund has invested a substantial portion of its net assets is suspended; or
- from the time of publication of a notice convening an extraordinary general meeting of Shareholders for the purpose of winding up the Fund or any Sub-Fund(s), or merging the Fund or any Sub-Fund(s), or informing the Shareholders of the decision of the Board of Directors to terminate or merge any Sub-Fund(s); or
- when for any other reason, the prices of any investments owned by the Fund attributable to such Sub-Fund cannot be promptly or accurately ascertained; or
- during any period when in the opinion of the Board of Directors there exist circumstances outside the control of the Board of Directors where it would be impracticable or unfair towards the Shareholders to continue dealing in Shares of any Sub-Fund.

Notice of the beginning and of the end of any period of suspension shall be given by the Fund to all the Shareholders affected, i.e. having made an application for subscription or redemption of Shares for which the calculation of the Net Asset Value has been suspended.

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

### **C. Swing Pricing Mechanism**

Any Sub-fund may suffer a reduction in value of the Net Asset Value per Share incurred by adjustments performed by the Investment Manager (or Co-Investment Managers) to adapt the portfolio following subscriptions and redemptions in the Sub-Fund.

In order to counter this and to protect Shareholders' interests, the Management Company may adopt a Swing Pricing Mechanism.

The Swing Pricing Mechanism means that in certain circumstances, the Management Company may make adjustments in the calculation of the Net Asset Values per Share. The Net Asset Value per Share may be adjusted upwards or downwards to reflect the impact of net inflows and net outflows respectively. The extent of the adjustments will be set by the Management Company to reflect the above mentioned reduction in value due to factors such as costs, spread, entrance/redemption fee applicable in Target UCIs, market fluctuations not reflected in Target UCIs or liquidity premium when these are deemed to be significant. The maximum adjustment will not exceed 4% of the original Net Asset Value per Share.

The Swing Pricing Mechanism may be applied for all Sub-funds and will be applied in an equitable manner to all shareholders of a Sub-fund on the same Net Asset Value Date.

The Net Asset Value per Share of each class of each Type within the various Sub-funds, and their issue, redemption and conversion prices may be obtained each full Business Day in Luxembourg from the Fund's registered office

## VIII. MANAGEMENT AND ADMINISTRATION OF THE FUND

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### A. AIFM AND MANAGEMENT COMPANY

The Board of Directors of the Fund has appointed UBP Asset Management (Europe) S.A. to act as its management company and alternative investment fund manager within the meaning of the AIFM Law (the “AIFM”). The AIFM was incorporated on 17 May, 2013 for an indefinite period, as a “société anonyme” (“limited company”) governed by the laws of the Grand Duchy of Luxembourg and is authorised as a management company under Chapter 15 of the Law of 2010 and as alternative investment fund manager under Chapter 2 of the AIFM Law. The AIFM is wholly owned by Union Bancaire Privée, UBP SA Geneva. To that effect, the Fund entered into an Alternative Investment Fund Management Agreement (the “Management Agreement”) concluded for an indefinite period. The Management Agreement may be terminated by either of the two parties subject to three months’ prior notice. Under the Management Agreement, the AIFM receives an AIFM Fee (the AIFM Fee) as remuneration for its services as AIFM of the Fund. The AIFM Fee is composed of a Management Fee and a Service Fee as detailed in the section IX FEES AND EXPENSES.

Under the terms of the Management Agreement and in accordance with Annex I of the AIFM Law, the AIFM is in charge of the investment management functions of the Fund (i.e. portfolio and risk management).

Furthermore, the AIFM may, pursuant to the Management Agreement and in accordance with the Law, the AIFM Law and the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision (“AIFM Regulation”), delegate under its sole responsibility all or parts of the aforementioned duties to third parties duly authorised to perform such functions.

The AIFM has delegated the portfolio management to the Investment Manager. Information about conflicts of interests that may arise from these delegations is available at the registered office of the AIFM.

The AIFM holds appropriate additional own funds in accordance with the provisions of the AIFM Law and the AIFM Regulation to cover any potential professional liability resulting from its activities as AIFM.

The AIFM employs a risk management process and also has risk management procedures and processes which enable it to monitor the risks of the Fund.

The AIFM maintains a liquidity management process to monitor the liquidity risk of the Sub-Funds, which includes, among other tools and methods of measurement, the use of stress tests under both normal and exceptional liquidity conditions.

The liquidity management systems and procedures allow the AIFM to apply various tools and arrangements necessary to monitor that the portfolio of each Sub-Fund is sufficiently liquid to normally respond appropriately to redemption requests. In normal circumstances, redemption requests will be processed as set out in section “Dealing in Shares”.

Other arrangements may also be used in response to redemption requests, including the temporary suspension or deferral of such redemption requests in certain circumstances or use of similar arrangements which, if activated, will restrict the redemption rights investors benefit from in normal circumstances as set out below under the section “Dealing in Shares” and “Net Asset Value”.

The AIFM has established policies and procedures and made arrangements to ensure the fair treatment of investors. Such arrangements include, but are not limited to, ensuring that no one or more investors are given preferential treatment over any rights and obligations in relation to their investment in the Fund. All rights and obligations to investors, including those related to subscription and redemption requests, are set

out in this Prospectus or the Articles.

Information regarding the risk management process and liquidity management employed by the AIFM is available upon request from the registered office of the AIFM.

## **B. Investment Manager**

The AIFM has appointed at its own costs the Investment Manager (as detailed in the relevant Appendix of the Sub-Funds) to act, under its supervision, control and responsibility as Investment Manager of the relevant Sub-Fund. The Investment Manager receives an appropriate portfolio management fee.

In accordance with the provisions of the AIFM Law and the AIFM Regulation, the Investment Manager may subcontract all or part of its duties to one or more third parties of its choice, at its own cost and whilst retaining responsibility.

The AIFM may also appoint several Investment Managers to co-manage the same Sub-Fund which will be known as Co-Investment Managers.

The Co-Investment Manager will be jointly responsible and liable for the investment management of the Sub-Fund.

## **C. Depositary**

BNP Paribas Securities Services Luxembourg Branch is acting as depositary of the Fund (the "Depositary") in accordance with a depositary agreement as amended from time to time (the "Depositary Agreement") and the relevant provisions of the Law of 2010, the Law of 2013 and the AIFM Regulation. The Depositary receives an appropriate depositary fee paid by the AIFM out of the Service Fee.

The Depositary shall assume its duties and responsibilities and render safekeeping and other services in accordance with the Depositary Agreement, the Law of 2013 and AIFM Regulation. Accordingly, the Depositary is responsible for the safe-keeping of the Fund's assets and shall ensure an effective and proper monitoring of the Fund's cash flows. In addition, the Depositary shall:

- a) ensure that the sale, issue, redemption and cancellation of Shares executed by or on behalf of the Fund are carried out in accordance with the law and the Articles of Incorporation of the Fund;
- b) ensure that the instructions of the Fund are carried out, unless they conflict with applicable Luxembourg law, the Articles of Incorporation and/or this Prospectus;
- c) ensure that in transactions involving the assets of the Fund, the consideration is remitted to it within the usual time limits;
- d) ensure that the value of the Share is calculated in accordance with Luxembourg law, the Articles of Incorporation, this Prospectus and the procedures laid down in the Law of 2013;
- e) ensure that the income of the Fund is applied in accordance with its Articles of Incorporation.

In compliance with the provisions of the Depositary Agreement, the Law of 2013 and the AIFM Regulation, the Depositary may, under certain conditions, delegate part of its safekeeping obligations to third parties as appointed from time to time. The Depositary's liability shall not be affected by any such delegation, unless otherwise specified (see below), but only within the limits as permitted by the Law of 2013. A list of the sub-custodians is available upon request at the registered office of the Fund, if applicable.

In accordance with the Law of 2013, the Depositary is liable to the Fund or to the investors of the Fund, for the loss of a financial instrument held by the Depositary itself or a sub-custodian. In the case of such a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of identical type or the corresponding amount to the AIFM acting on behalf of the Fund without undue delay. However, in accordance with the provisions of the Law of 2013, the Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Depositary shall also be liable to the Fund or to the investors of the Fund for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the Law of 2013.

Investors are informed that, to the extent permitted by the Law of 2013 and the AIFM Regulation, the Depositary will opt for a transfer of liability to the entities to which safekeeping duties are delegated, where applicable.

Where the law of a third country requires that certain financial instruments be held in custody by a local entity and no local entity satisfies the delegation requirements as set out in the Law of 2013 and any other applicable rules and regulations, the Depositary may delegate its functions to such a local entity only to the extent required by the law of the third country and only for as long as there are no local entities that satisfy the delegation requirements. At this point in time, no such delegation is made. If such a delegation is made, the Prospectus will be updated accordingly

Investors are invited to consult the Depositary Agreement to have a better understanding and knowledge of the duties and liabilities (and any limitation thereof) of the Depositary.

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

The Depositary Agreement may be terminated by either party upon 90 calendar days' prior written notice, according to the terms and conditions as set out in such agreement.

#### **D. Domiciliary Agent**

The Fund has appointed UBP Asset Management (Europe) S.A. as domiciliary agent of the Fund (the "Domiciliary Agent").

The Domiciliary Agent shall assume its functions and responsibilities in accordance with the provisions of the Law.

UBP Asset Management (Europe) S.A. is incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg. Its registered office is at 287-289 route d'Arlon, L-1150 Luxembourg.

#### **E. Administrative Agent**

Under the terms of the Management Company Agreement concluded for an indefinite period between the Fund and UBP Asset Management (Europe) S.A., the Management Company is in charge of the administration of the Fund.

The function of central administration agent of the Fund is delegated to CACEIS Bank Luxembourg Branch ("CACEIS"), under the supervision of the Management Company. CACEIS Bank acting through its Luxembourg branch is a public limited liability company (*société anonyme*) incorporated under the laws of France, having its registered office located at 1-3, place Valhubert, 75013 Paris, France, registered with the

French Register of Trade and Companies under number 692 024 722 RCS Paris. It is an authorized credit institution supervised by the European Central Bank (ECB) and the Autorité de contrôle prudentiel et de résolution (ACPR). It is further authorized to exercise banking and central administration activities in Luxembourg through its Luxembourg branch. CACEIS receives an appropriate administration fee paid by the AIFM out of the Service Fee.

As registrar and transfer agent, CACEIS is primarily responsible for the issue, conversion and redemption of shares and maintaining the register of shareholders of the Fund. As administrative agent, CACEIS is responsible for calculating and publishing the net asset value (NAV) of the Shares of each Sub-Fund pursuant to the 2010 Law and the Articles of Association of the Fund and for performing administrative and accounting services for the Fund as necessary.

Any external services linked to specific one-off work provided by CACEIS are billed separately to the Fund.

## **F. General Distributor**

Under a general distribution agreement, Union Bancaire Privée, UBP SA, Geneva has been appointed as general distributor (the “General Distributor”) for the Fund's shares, in order to:

- organise and oversee the marketing and distribution of the Fund's shares, and
- centralise investors' subscription, redemption or conversion orders for the SICAV's shares that are submitted directly to Union Bancaire Privée, UBP SA.

This agreement between the Management Company, the Fund and the General Distributor is entered into for an indefinite period and may be terminated by either contracting party subject to one month notice.

In consideration for its general distributor services, the General Distributor receives an annual fee (the “Distribution Fee”) for Type A and Type U\*, payable quarterly and calculated based on the average net assets of each one of these Share Types for the Fund's various sub-funds during the quarter in question. To date, no fees are envisaged for Type I and Z shares\*.

The maximum rates applicable for the sub-funds are detailed in each Appendix.

It is understood that all investors are entitled to submit their subscription, redemption or conversion orders directly to the Administrative, Registrar and Transfer Agent.

## **G. Auditor**

Deloitte Audit S.à.r.l., has been appointed as *réviseur d'entreprises agréé* of the Fund and will audit the Fund's annual financial statements.

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

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

## **H. Shareholder's rights against the Fund's service providers**

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

## **IX. FEES AND EXPENSES**

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### **A. AIFM Fee**

The AIFM will receive an appropriate AIFM Fee composed by a Management Fee and a Service Fee (the AIFM Fee) as specified for each Sub-Fund in the relevant Appendix to the Prospectus for its services as AIFM of the Fund. This fee accrues on each NAV Calculation.

Out of the Management Fee, the AIFM will remunerate the Portfolio Manager with an appropriate portfolio management fee

Class Z Shares bear no Management Fees.

Out of the Service Fee, the AIFM will remunerate CACEIS for its services as Administrative Agent and Registrar and Transfer Agent as well as BPSS for its services as Depositary.

At its costs and under its responsibility and supervision, the Management Company may appoint one or more third parties of its choice to fulfil all or part of its duties linked to investment management of the sub-funds.

The AIFM has entire discretion and no disclosure obligation to rebate a portion of these Management Fees to any sales agent, consultant, Fund Shareholders and other intermediaries.

### **B. Advisory Fee**

In some Sub-Funds, an Investment Adviser may be entitled to receive from the AIFM or from the Investment Manager an advisory fee in respect of the investment advisory services provided to such Sub-Fund, as specified for each Sub-Fund in the relevant Appendix to the Prospectus.

### **C. Performance Fee**

In addition, the AIFM may be entitled to receive from the Fund a performance fee in respect of the investment management services provided to each Sub-Fund, as specified for each Sub-Fund in the relevant Appendix to the Prospectus.

### **D. Depositary, Domiciliation and Administrative Fee**

In addition to the fees paid by the AIFM out of the Service Fee, the Depositary and Domiciliary Agent, as well as the Administrative Agent are entitled to be reimbursed by the Fund for their respective reasonable out-of-pocket expenses properly incurred in carrying out their duties as such and for the charges of any correspondents.

All the above charges are subject to review by the Board of Directors and the service providers from time to time.

### **E. Other Fees and Expenses**

The Fund also pays the costs and expenses (i) of all transactions carried out by it or on its behalf and (ii) of the administration of the Fund, including (a) the charges and expenses of legal advisers and the Auditor, (b) brokers' commissions (if any) and any issue or transfer taxes chargeable in connection with any securities transactions, (c) all taxes and corporate fees payable to governments or agencies, (d) interest on borrowings, (e) communication expenses with respect to investor services and all expenses of meetings of Shareholders and of preparing, printing and distributing financial and other reports, proxy forms,

prospectuses, brochures and similar documents, (f) the cost of setting up and maintenance of a dedicated Fund webserver if applicable, (g) litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, being inter alia the cost of obtaining and maintaining the listing of the Shares, as the case may be and marketing and promotional expenses, (h) any legal expenses, (i) the annual fee payable to the members of the Board of Directors, (j) reasonable expenses of the members of the Board of Directors such as travelling, hotel and other reasonable expenses in connection with the business of the Fund and (l) all other organisational and operating expenses.

The maximum amount of fees, charges and expenses to be borne directly or indirectly by Investors is available at the registered office of the AIFM.

## **F. Formation and launch expenses of the Fund and of new Sub-Funds**

The total costs and expenses of establishing the Fund will be borne by the Sub-Funds created at the launch of the Fund. These expenses may be amortized over a period not exceeding five years.

The expenses incurred by the Fund in relation to the launch of new Sub-Funds will be borne by and payable out of the assets of, those Sub-Funds and may be amortized over a period not exceeding five years.

## **G. TYPES OF SHARES**

Within each sub-fund, shareholders may be offered various Types of shares ("Types"):

- Type A shares;
- Type I shares, reserved exclusively for institutional investors who may subscribe on their own behalf or on behalf of third parties, who must also be institutional investors. These shares will be subject to a lower Management Fee, and will not have any marketing or general distribution fees. These shares also benefit from a discounted subscription duty ("taxe d'abonnement");
- Type U share class is only available for:
  - United Kingdom resident investors who purchase the shares directly or;
  - investors who indirectly purchase the shares through a business organisation located in the United Kingdom (such as a fund platform or wealth management firm) which provides fee based investment advisory services to investors under a separate investment management agreement;and which are pre-approved by UBP or;
  - other investors having received a specific approval given by the Fund's Board of Directors;
- Type R Shares;
- Type Z shares, which are reserved for institutional investors who have signed a specific remuneration agreement with Union Bancaire Privée, UBP SA or with any other member of the UBP Group.

The distinction between Type A and Type R Shares is the different fee levels that apply to these different Types of Shares, as set out in the Appendix of the relevant Sub-Fund.

Regarding access to Type I and Z shares, institutional investors shall be understood to be:

- Investors within the meaning of Article 174 (2) of the 2010 Law;
- Entities managing shares or large funds such as credit institutions, financial sector professionals, insurance and reinsurance companies, investment and pension funds, holding companies acting on their own behalf or on behalf of clients on the basis of discretionary mandates;
- National, regional or local authorities;
- The various sub-funds of the Fund in accordance with Article 181(8) of the 2010 Law.

Shares, which carry a performance fee, will include the letter "P" in their denomination.

### Shares in currencies other than the sub-fund's base currency

In principle, these shares will be offered in all the authorised currencies as described below.

Classes in currencies other than the base currency of each sub-fund may be offered in EUR/CHF/USD/GBP/SEK/SGD. These shares will bear all exchange-related costs concerning the subscription price and/or redemption price respectively received or paid in the Sub-Fund's base currency, costs relating to the calculation of the Net Asset Value and any related costs.

Depending on the sub-fund, the currency risk for these shares, denominated in EUR/CHF/USD/GBP/SEK/SGD may or may not be hedged.

The hedged shares will be covered largely by hedging transactions and will include the letter "H" in their denomination.

The objective of the hedging transactions is to cover the exchange-related risks between the base currency of a sub-fund and the share's currency.

## **X. DISTRIBUTION POLICY**

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In each Class of Shares within each Sub-Fund, the Board of Directors may issue Capitalisation Shares and Distribution Shares, as determined in the relevant Appendix to the Prospectus.

Distribution Shares may pay a dividend to their holders whereas Capitalisation Shares capitalise their entire earnings.

As a general rule for distribution shares, the Fund distributes all net income from investments as annual dividends (D shares). The Board of Directors of the Fund may decide, for some sub-funds, to distribute a quarterly (Dq shares) or monthly dividend (Dm shares). Dividends may exceed the net income.

The dividends may be paid on income, capital gains and losses and the capital of the sub-fund provided that after distribution, the Fund's net assets exceed the minimum capital required by the 2010 Law.

Interim dividends may be distributed as the Board of Directors may determine in compliance with applicable law.

## **XI. TAXATION**

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Investors should consult their professional advisors on the possible tax or other consequences of buying, holding, transferring or selling the Sub-Fund's Shares under the laws of their countries of citizenship, residence or domicile.

### **A. THE FUND**

Under current law and practice the Fund is not liable to any Luxembourg income tax, nor are dividends paid by the Fund liable to any Luxembourg or European withholding tax, at the Fund's level. However, the Fund is normally liable in Luxembourg to a tax of 0.05% per annum of its net assets. Such tax rate is reduced to a rate of 0.01% in respect of the net assets attributable to such Classes of shares which are reserved for institutional investors within the meaning of, and as provided for in, article 174 (2) of the Luxembourg law of 17th December 2010 regarding collective investment undertakings as amended. Such tax is payable quarterly and calculated on the Net Asset Value of the relevant Class at the end of the relevant quarter. For the portion of the assets of



the Fund invested in other UCIs which are established in Luxembourg, no such tax is payable. No stamp duty or other tax is payable in Luxembourg on the issue of shares in the Fund.

Under current law and practice, it is anticipated that no capital gains tax is payable on the realised or unrealised capital appreciation of the assets of the Fund.

Dividends and interest on securities issued in other countries may be subject to withholding taxes imposed by such countries.

## **B. Common Reporting Standard (CRS)**

It is expected that the Fund will be subject to Automatic Exchange of Financial Account Information in Tax matters under the Luxembourg law of 18 December 2015 on automatic exchange of information regarding financial accounts in tax-related matters and implementing Council Directive 2014/107/EU of 9 December 2014 (the "AEOI Law"). The Fund is likely to be treated as a Luxembourg Reporting Financial Institution pursuant to the AEOI Law. As such, as of 30 June 2017 and without prejudice to other applicable data protection laws and regulations, the Fund will be required to annually report to the Luxembourg Tax Authority personal and financial information related, inter alia, to the identification of, holdings by and payments made to (i) certain investors qualifying as Reportable Persons and (ii) Controlling Persons of certain non-financial entities ("NFEs") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the AEOI Law (the "Information"). It will include personal data related to the Reportable Persons. The Fund's ability to satisfy its reporting obligations under the AEOI Law will depend on each investor providing the Fund with the Information, along with the required supporting documentary evidence. In this context, the investors are hereby informed that the Fund, respectively any third party appointed by it, will process the Information for the purposes of the AEOI Law.

The investors undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Fund. The investors are further informed that the Information related to Reportable Persons within the meaning of the AEOI Law will be disclosed to the Luxembourg Tax Authority annually for the purposes of the AEOI Law. In particular, Reportable Persons are made aware that certain operations performed by them will be reported to them through the issuance of statements, and that parts of this information will serve as a basis for the annual disclosure to the Luxembourg Tax Authority. Similarly, the investors undertake to inform the Fund (or any third party appointed by it) within thirty (30) days of receipt of these statements should any included personal data be not accurate. The investors further undertake to inform the Fund within thirty (30) days of, and provide the Fund with all supporting documentary evidence of, any changes related to the Information after occurrence of such changes. Any investor's failing to comply with such requests by the Fund or any third party appointed by the Fund to that effect, may be held liable for penalties imposed on the Fund and attributable to such investor's failure to provide the Information.

Investors should consult their professional advisers on the possible tax or other consequences of buying, holding, transferring or selling any of the Fund's shares under the laws of their countries of citizenship, residence or domicile.

## **C. Data protection :**

Investors are informed that their personal data and any information that is furnished in connection with an investment in the Fund will be collected, stored in digital form and otherwise processed by the Management Company, Depositary, Administrative Registrar and Transfer Agent Distributors or their delegates (the "Entities") as data processor, as appropriate in compliance with the provisions of the Luxembourg law of 2 August 2002 on data protection (as amended from time to time) (the "2002 Law"). Information may be processed for the purposes of carrying out the services of the Entities to the investors and to comply with applicable legislations or regulations including but not limited to, anti-money laundering legislation, FATCA, legislation for the purpose of application of the CRS or similar laws and regulations on data controllers or processors (as defined in the

2002 Law). Information shall be disclosed to third parties where necessary for legitimate business interests only. This may include disclosure to third parties such as governmental or regulatory bodies including tax authorities, auditors, as well as permanent representatives in place of registration or any other agents of the Entities who may process the personal data for carrying out their services and complying with legal obligations as described above.

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

By subscribing or purchasing shares of the Fund, investors consent to the processing of their information and the disclosure of their information to the parties referred to above including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Luxembourg and to answer to some mandatory questions in compliance with FATCA and CRS. The transfer of data to the aforementioned entities may transit via and/or be processed in countries which may not have data protection requirements deemed equivalent to those prevailing in the European Economic Area.

Investors may request access to, rectification of or deletion of any data provided to any of the parties above or stored by any of the parties above in accordance with applicable data protection legislation. Reasonable measures have been taken to ensure confidentiality of the personal data transmitted within the above mentioned parties. However, due to the fact that the information 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 regulation as currently in force in Luxembourg may not be guaranteed while the information is kept abroad. Investors have a right of access and of rectification of the personal data in cases where such data is incorrect or incomplete.

Investors acknowledge and accept that failure to provide relevant personal data requested by the Fund and/or the Administrative Agent may prevent them from maintaining their holdings in the Fund and may be reported by the Fund and/or the Administrative Registrar and Transfer Agent to the relevant Luxembourg authorities.

Personal data shall not be held for longer than necessary with regard to the purpose of the data processing.

#### **D. FATCA**

The Foreign Account Tax Compliance Act ("FATCA"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the US ("foreign financial institutions" or "FFIs") to pass information about "Financial Accounts" held by "Specified US Persons", directly or indirectly, to the US tax authorities, the Internal Revenue Service ("IRS") on an annual basis. A 30% withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement. On 28 March 2014, the Grand-Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("IGA") with the United States of America and a memorandum of understanding in respect thereof. The Fund would hence have to comply with such Luxembourg IGA, once the IGA has been implemented into Luxembourg law in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA. Under the IGA, the Fund may be required to collect information aiming to identify its direct and indirect shareholders that are Specified US Persons for FATCA purposes ("reportable accounts"). Any such information on reportable accounts provided to the Fund will be shared with the Luxembourg tax authorities which will exchange that information on an automatic basis with the Government of the United States of America pursuant to Article 28 of the convention between the Government of the United States of America and the Government of the Grand-Duchy of Luxembourg for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes in Income and Capital, entered into in Luxembourg on 3 April 1996. The Fund intends to comply with the provisions of the Luxembourg IGA to be

deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Fund. In accordance with the Luxembourg IGA, the Fund has appointed the AIFM as Sponsoring Entity and will operate under the latter's GIIN until further notice. The Fund therefore qualifies as Non-Reporting Luxembourg Financial Institution and shall be treated as deemed-compliant FFI for purposes of section 1471 of the U.S. Internal Revenue Code.

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

- a. request information or documentation, including W-8 tax forms, a Global Intermediary Identification Number, if applicable, or any other valid evidence of a shareholder's FATCA registration with the IRS or a corresponding exemption, in order to ascertain such shareholder's FATCA status;
- b. report information concerning a shareholder and his account holding in the Fund to the Luxembourg tax authorities if such account is deemed a US reportable account under the Luxembourg IGA; and
- c. deduct applicable US withholding taxes from certain payments made to a shareholder by or on behalf of the Fund in accordance with FATCA and the Luxembourg IGA .

## **XII. AMENDMENT PROCEDURES**

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The Articles of Incorporation may be amended from time to time in accordance with the quorum and majority requirements laid down by Luxembourg law and the Articles of Incorporation.

The Prospectus may be amended from time to time by the Board of Directors of the Fund with the prior approval of the CSSF in accordance with Luxembourg law and regulations.

In the event of a change in the investment policy or investment strategy of the Sub-Funds, investors in the Sub-Fund(s) concerned will be notified accordingly by way of a notice and, should the change be considered by the CSSF as material, they will have the right to redeem their shares free of charge within the period of time specified in the notice.

## **XIII. GENERAL INFORMATION**

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### **A. Reports**

The financial year of the Fund ends on 31 December in each year.

Audited financial statements of the Fund made up to 31 December in each year will be prepared in US\$ and made available to Shareholders. The first audited annual report will be dated 31<sup>st</sup> December 2017 and the first unaudited semi-annual report will be dated 30<sup>th</sup> June 2017.

### **B. Meetings of Shareholders**

The annual general meeting of Shareholders of the Fund will be held at the registered office of the Fund in Luxembourg, usually on the last Thursday of the month of April each year at 10:00 a.m. (Luxembourg time), unless otherwise stated in the convening notice. If such day is not a Business Day, the annual general meeting of Shareholders of the Fund shall be held on the next Business Day.

Notices of all general meetings, setting forth the agenda and specifying the time and place of the meeting and the conditions of admission thereto and referring to quorum and majority requirements, will be sent by

registered mail to Shareholders, at least 8 days prior to the meeting, to their addresses in the Register of Shareholders in accordance with applicable Luxembourg laws.

Meetings of Shareholders of any given Sub-Fund or Class shall decide upon matters relating to that Sub-Fund or Class only.

### **C. Fair and preferential treatment**

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

Notwithstanding the foregoing paragraph, it cannot be excluded that a Shareholder be given a Preferential Treatment in the meaning of, and to the widest extent allowed by, the Articles. 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 Fund or the AIFM will be made available at the registered office of the AIFM within the limits required by the AIFM Law.

### **D. Conflicts of Interest**

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

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

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

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

Investors are informed that, by the sole fact of soliciting an investment or, a fortiori, investing in the Fund, they acknowledge and consent that the information to be disclosed as per the above is provided at the registered office of the AIFM and that this information will not be addressed personally to them.

### **E. Historical performances**

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

### **F. Execution policy**

Appropriate information on the execution policy referred to in Article 28 of the AIFM Regulation (headed

"Placing orders to deal on behalf of AIFs with other entities for execution") and on any material changes to that policy is available at the registered office of the AIFM.

## **G. Voting strategies**

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

## **H. Inducements**

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

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

## **I. Investment in securitisation positions**

To the extent provided by the AIFM Rules, when the Fund invests in securities positions in the meaning of the AIFM Rules, information on the Fund's exposures to the credit risk of securitisation and the applicable risk management procedures in this area will be made available at the registered office of the AIFM .

## **J. Remuneration**

An overview of the remuneration policy of the AIFM is available at the registered office of the AIFM.

The full remuneration policy of the AIFM may be consulted during office hours at the registered office of the AIFM.

## **K. Liquidation of the Fund – Liquidation or Amalgamation of Sub-Funds**

### **1. Liquidation of the Fund**

The Fund has been established for an unlimited period. However, the Fund may, at any time, be liquidated by a resolution of the general meeting of Shareholders taken in the same conditions that are required by law to amend the Articles. The Board of Directors may propose at any time to the Shareholders to liquidate the Fund.

Any decision to liquidate the Fund will be published in the Memorial.

As soon as the decision to liquidate the Fund is taken, the issue, redemption or conversion of Shares in all Sub-Funds is prohibited and shall be deemed void.

The liquidation of the Fund will be conducted by one or more liquidators, who may be individuals or

legal entities and who will be appointed by a meeting of Shareholders. This meeting will determine their powers and compensation.

Any liquidation of the Fund shall be carried out in accordance with the provisions of the Law. Such Law specifies the steps to be taken to enable Shareholders to participate in the distribution of the liquidation proceeds and provides upon finalisation of the liquidation that the assets which could not be distributed to the relevant Shareholders be deposited in escrow with the Caisse de Consignation to be held for the benefit of the relevant Shareholders. Amounts not claimed from escrow within the relevant prescription period will be liable to be forfeited in accordance with the provisions of Luxembourg law.

## **2. Liquidation or Amalgamation of Sub-Funds**

The Sub-Funds may be established for a limited or unlimited period, as specified in the relevant Appendix to the Prospectus.

If the net assets of any Sub-Fund or Class fall below or do not reach an amount determined by the Board of Directors to be the minimum level for such Sub-Fund or such Class to be operated in an economically efficient manner or if the interests of Shareholders or a change in the economic or political situation relating to the Sub-Fund or Class concerned justify it, or if it is in the interest of the Shareholders or for rationalisation purposes, the Board of Directors has the discretionary power to liquidate such Sub-Fund or Class by compulsory redemption of Shares of such Sub-Fund or Class at the Net Asset Value per Share determined as at the NAV Date at which such a decision shall become effective. The decision to liquidate will be notified by the Fund to the relevant Shareholders prior to the effective date of the liquidation and the notice will indicate the reasons for, and the procedures of, the liquidation operations. Unless the Board of Directors decides otherwise in the interest of, or in order to ensure equal treatment of, the Shareholders, the Shareholders of the Sub-Fund or Class concerned may continue to request redemption or conversion of their Shares free of redemption or conversion charges (but taking into account actual realisation prices of investments and realisation expenses).

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraph, a general meeting of Shareholders of any Sub-Fund or Class may also, upon proposal from the Board of Directors and with its approval, redeem all the Shares of such Sub-Fund or Class and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined as at the NAV Date at which such decision shall take effect. There shall be no quorum requirements for such a general meeting of Shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Assets which could not be distributed to the relevant Shareholders upon the conclusion of the liquidation of a Sub-Fund or Class will be deposited with the Caisse de Consignation to be held for the benefit of the relevant Shareholders. Amounts not claimed within the relevant prescription period will be forfeited in accordance with Luxembourg law.

Upon the circumstances provided for under the second paragraph of this section, the Board of Directors may decide to allocate the assets of any Sub-Fund to those of another existing Sub-Fund within the Fund or to another UCI, or to another sub-fund within such other UCI (the "new Sub-Fund") and to re-designate the Shares of the Sub-Fund concerned as Shares of the new Sub-Fund (following a split or consolidation, if necessary and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be notified to the Shareholders concerned (and, in addition, the notification will contain information in relation to the new Sub-Fund), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption or conversion of their Shares, free of charge, during such period. After such period, the decision commits the entirety of Shareholders who have not used this possibility, provided however

that, if the amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type ("fonds commun de placement") or a foreign based undertaking for collective investment, such decision shall be binding only on the Shareholders who are in favour of such amalgamation.

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraph, a contribution of the assets and liabilities attributable to any Sub-Fund to another Sub-Fund of the Fund may also be decided upon by a general meeting of the Shareholders, upon proposal from the Board of Directors and with its approval, of the contributing Sub-Fund for which there shall be no quorum requirements and which shall decide upon such an amalgamation by resolution adopted by simple majority of the votes cast. Such decision shall be binding only on the Shareholders who are in favour of such amalgamation. The other Shareholders will be compulsorily redeemed.

A contribution of the assets and liabilities attributable to any Sub-Fund to another UCI or to a sub-fund within such other UCI may also be decided by a general meeting of Shareholders and shall require a resolution of the Shareholders of the contributing Sub-Fund where no quorum is required and adopted by a simple majority of the Shares present or represented at such meeting, except when such amalgamation is to be implemented with a Luxembourg UCI of the contractual type ("fonds commun de placement") or a foreign based UCI, in which case resolutions shall be binding only on the Shareholders of the contributing Sub-Fund who have voted in favour of such amalgamation.

## **L. Documents**

### Documents available

Copies of the following documents may be consulted during office hours each bank business day in Luxembourg at the Fund's registered office at 287-289, route d'Arlon, L-1150 Luxembourg:

- (a) Articles;
- (b) Prospectus;
- (c) Management Agreement
- (d) Investment Management Agreement(s);
- (e) Depositary and Paying Agent Agreement;
- (f) Administrative Agent, Registrar and Transfer Agent Agreement;
- (g) General Distribution Agreement;
- (h) Remuneration Policy of the AIFM
- (i) Conflicts of Interest identified by the AIFM
- (j) Annual report; and
- (k) Semi-annual report.

**A copy of the documents indicated in subparagraphs (a) (b) (j) and (k) may be obtained from the Fund's registered office each bank business day in Luxembourg.**

## **Appendix I**

### **UBP PG - Active Income**

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Information contained in this Appendix should be read in conjunction with the full text of the Prospectus.

#### **Investment objective**

UBP PG - Active Income (the "Sub-Fund")'s investment objective is to offer investors access to diversified income sources across public fixed income markets and private debt investments.

#### **Investment policy**

This Sub-Fund, denominated in USD, will be exposed primarily to fixed income markets across both public and private markets by investing primarily in investment funds ("Target UCIs") managed by Union Bancaire Privée, UBP SA or Partners Group AG (the "Co-Investment Managers").

On an ancillary basis, the Sub-Fund may also invest directly in instruments included in the portfolios of the money market & short term bond Target UCIs described below.

The investment policy, including but not limited to the selection of these Target UCIs as well as their allocation, will be decided jointly by the two Co-Investment Managers.

The Target UCIs' strategy may include liquid and illiquid strategies such as (i) money market & short term bond funds, (ii) investment grade and/or high yield global credit funds as well as less liquid strategies such as (iii) private debt funds.

Target UCI will respect the specific rules applicable to Luxembourg undertakings for collective investment ("UCIs") pursuing alternative investment strategies, namely circulars IML 91/75 and CSSF 02/80.

The Co-Investment Managers will rebalance the allocation between Target UCIs in consideration of actual and anticipated subscription and redemption notices of the Sub-Fund in an effort to optimise the Sub-Fund's liquidity.

The indicative target allocation for liquid funds will typically range between 40% to 60% of the Sub-Fund's net assets.

The indicative target allocation for less liquid funds will typically range between 40% to 60% of the Sub-Fund's net assets.

When investing in either liquid or illiquid strategies, the Co-Investment Managers may decide to select only one Target UCI per strategy.

The above indicative target allocation are not investment restrictions and are only indicative allocations over the long term. In case of important subscriptions and redemptions in the Sub-Fund, the indicative target allocation mentioned above will not be achieved.

#### **Investors should be aware that**

- The Sub-Fund will invest a substantial part of its assets in one or more private debt funds with lower liquidity terms than public fixed income funds;
- Private debt funds may experience lower liquidity terms than their official fund NAV frequency in consideration of the illiquidity of the underlying assets as well as corresponding gating restrictions. Any imposition of gating restrictions in Target UCIs will reduce the liquidity of the Sub-Fund;
- Although the Co-Investment Managers will adjust the allocation between liquid and less liquid funds, there can be no assurance that the above target allocation will be respected at all times especially following important subscription or redemption notices of the Sub-Fund shareholders.



In case of important subscription in the Sub-Fund, the short/medium term allocation to liquid strategies may increase naturally until the investments in private debts can be made ("ramp-up period").

In case of important redemption in the Sub-Fund, the allocation to less liquid strategies may increase (eventually until 100%) and the Sub-Fund's NAV could be suspended or limited as described in section "VI Dealing in Shares - B Redemptions - 9 Large Redemptions" in the main part of the Prospectus as well as paragraph "Gates" below.

Investors should carefully read the Fund and Sub-Fund's risk warnings before investing in this Sub-Fund.

## **Types of Target UCI**

### **Money market & short term bond funds**

These target funds will typically invest in:

- a. Any kind of bonds whose residual maturity does not exceed 2 years and which are rated at least "P-2" by Moody's Investor Services or equivalent, or if not rated, are of comparable quality as determined by the investment manager internal rating process;
- b. Approved money market instruments as set out in Directive 2009/65/EC;
- c. Deposits with credit institutions;
- d. Units/Shares of collective investment undertakings which comply with the definition of a "Short-Term Money Market Fund" or a "Money Market Fund" as per the ESMA Guidelines on a common definition of European Money Market Funds (CESR/10-49).

### **Investment grade and high yield global credit funds**

These Target UCIs invest typically in fixed income derivatives such as, but not limited to, CDS indices, CDS on single names, interest rate swaps and swaptions, interest rate futures and options. These non-funded investments aim to expose the sub-fund in investment grade, high yield and emerging markets.

Investments in physical instruments, i.e. funded assets, will be done in liquid segments of the global fixed income markets, primarily in sovereigns and/or corporate fixed income securities rated investment grade by Moody's, S&P or Fitch.

### **Private debt funds**

The Target UCI's will typically invest in senior and subordinated private loans and public high yield bonds. The allocation of the Target UCI's assets aims to provide a broad diversification and follow the principle of risk spreading.

Investments will mainly be made in corporate, real estate and infrastructure loans with either a senior or subordinated position in the capital structure. The Target UCI's may invest in new transactions (primary issuance) as well as the secondary loan market. Loans in the secondary market may have lower yields than loans acquired in the primary issuance market, however they may be purchased at a greater discount than available in the primary issuance market. Acquiring loans in the secondary market will provide opportunities to take advantage of supply and demand inefficiencies if sellers need liquidity and seek to sell their positions.

When investing in Target UCIs, there is no assurance that the liquidity of the investments of such UCIs will always be sufficient to meet redemption requests as, and when made. Any lack of liquidity may affect the liquidity of the shares of the Fund and the value of its investments. For such reasons the treatment of redemption requests may be postponed in exceptional circumstances including if a lack of liquidity may result in difficulties to determine the Net Asset Value of the shares of the Fund and consequently a suspension of issues and redemptions.

## **Investment restrictions**

The investment operations with respect to the assets of the Sub-Fund will comply with the investment restrictions described in section IV. "Investment Restrictions" in the main part of the Prospectus.

When investing more than twenty per cent (20%) of its net assets in units or shares issued by the same Target UCI, the Target UCI must respect the following risk diversification requirement:

- Each Sub-Fund may not invest more than twenty per cent (20%) of its net assets in securities issued by one and the same issuer.

For a period of up to six months after the Sub-Fund launch date, while ensuring the observance of the principle of risk-spreading, the Co-Investment Managers may deviate from the Sub-Fund's investment guidelines including:

- the investment restrictions described in section IV. "Investment Restrictions" in the main part of the Prospectus;
- the investment guidelines and constraints (if any) described in the "Investment Policy";
- the Investment restrictions (if any) described in this paragraph Investment Restrictions.

## **Gates**

Redemptions may be limited so that no more than:

- 10% of the NAV of the Sub-Fund may be redeemed on any NAV Date;
- 25% of the NAV of the Sub-Fund may be redeemed during any given rolling 12-week period;
- 50% of the NAV of the Sub-Fund may be redeemed during any given rolling 52-week period.

The percentage of redemption over the 12-week and 52-week period, respectively, is calculated based on following principles:

For each NAV Date, the net redemption amount equals (a) redemptions minus (b) subscriptions for such NAV Date. If the result is negative for any particular NAV Date (i.e. subscriptions exceed redemptions on that particular NAV Date), the net redemption amount is set to zero for that NAV Date so that only NAV Dates where redemptions are greater than subscriptions are taken into account for purposes of the gating restriction.

The sum of the net redemption amounts over the last 12 weeks and 52 weeks, respectively, is divided by the latest available NAV of the Fund (i.e. Net Asset Value as of immediately preceding NAV Date including subscriptions and redemptions transacted on such NAV Date).

The Board of Directors may at its discretion fully or partially waive the application of the gates.

Where a redemption request is, fully or partially, deferred in accordance with the redemption restrictions of the Sub-Fund, the Directors may grant all affected Shareholders the right to withdraw the deferred part of the original redemption request.

Redemption requests in excess of the limits set out above will be reimbursed to investors in the order that redemptions were received (deferred orders will be prioritized).

Redemption requests in excess of the limits set out above for a given NAV Date will be reduced pro-rata and any amount in excess of the respective limit deferred to the immediately succeeding NAV Date, always subject to the applicable redemption limits.

## **Redemptions under Extraordinary Circumstances**

Under normal circumstances, the Sub-Fund's regular redemption procedure applies. This Secondary Value Dealing procedure is applicable as from date of this Prospectus until the Board of Directors has given written notice to the Shareholder that the Secondary Value Dealing shall apply in order to deal with extraordinary circumstances as further described in section "Secondary Value Dealing".

Such measures shall be of a temporary nature only and are expected to be lifted once these circumstances

have normalised.

The Shareholders will be informed as soon as practicable, should the Board of Directors decide to make use of any of these measures. If a Shareholder has submitted a request for redemption of Shares prior to such announcement, it may withdraw its request. If the redemption request is not withdrawn, the redemption will be transacted in accordance with the terms of the Secondary Value Dealing.

### **Borrowings**

The Co-Investment Managers may borrow monies, in order to face large redemptions, for the account of the Sub-Fund provided that it will not result in an aggregate outstanding amount of borrowing in excess of 10% of the Sub-Fund's net assets, save that in the case of extraordinary emergency situations, such as in the case of a merger, amalgamation or the like, this 10% limit may be temporarily exceeded.

### **Use of financial derivative instruments**

It is permitted to use currency forwards for hedging or efficient portfolio management.

### **Leverage**

Leverage means any method by which the Sub-Fund's exposure may be increased, whether through the borrowing of cash or of any other assets, via derivatives or by any other means.

Maximum expected leverage using the Gross Method: 210%.

Maximum expected leverage using the Commitment Method: 210%.

Further information regarding notably the circumstances in which the Sub-Fund is entitled to use leverage, the types and sources of leverage, any right to reuse collateral or any guarantee granted under the leveraging arrangement as well as any change to the above-mentioned maximum level of leverage will be disclosed at the registered office of the AIFM. The frequency or timing of such disclosure is also available at the registered office of the AIFM.

### **Specific risks concerning private debt markets**

The Sub-Fund will invest in private debt funds. In addition to the risk warnings described in section III "Risk Warning" in the main part of the Prospectus, please find some specific risks attached to the Target UCI's investment in private debt and private market investments.

- Private market investments typically display uncertainties which do not exist to the same extent in other investments (e.g. listed securities). Private market investments may be in entities which have only existed for a short time, which have little business experience, whose products do not have an established market, or which are faced with restructuring etc. Any forecast of future growth in value may therefore often be encumbered with greater uncertainties than is the case with many other investments.  
Further, private market investments are often illiquid long-term investments that do not display the liquidity or transparency characteristics often found in other investments (e.g. listed securities). Certain investments are valued on the basis of estimated prices and therefore subject to potentially greater pricing uncertainties than listed securities. In addition, private debt funds may not be able to sell their assets when it desires to do so or to realize what it perceives to be their fair value upon a sale. It is not generally expected that their assets will be sold for a number of years after such investments are made.
- Certain debt securities in which any Target UCI may invest typically will be subordinated to substantial amounts of senior indebtedness. The ability of any Target UCI to influence the issuer of such subordinated debt, especially during periods of financial distress or following insolvency, is likely to be substantially less than that of senior creditors. Accordingly, the Target UCI may not be able to take the steps necessary to protect its investments in a timely manner or at all. In addition, certain debt securities in which the Target UCI may invest may not be protected by financial covenants, may have limited liquidity and/or may not be rated by a credit rating agency. Debt

securities are also subject to other creditor risks, including (i) the possible invalidation of an investment transaction as a “fraudulent conveyance” under relevant creditors’ rights laws, (ii) so-called lender liability claims by the issuer of the obligations and (iii) environmental liabilities that may arise with respect to collateral securing the obligations.

The investments may be subject to early redemption features, refinancing options, pre-payment options or similar provisions which, in each case, could result in the issuer repaying the principal on an obligation held by the Target UCI earlier than expected, resulting in a lower return to the Target UCI than projected. In many cases, the Target UCI’s management of its investments and its remedies with respect thereto, including the ability to foreclose on any collateral securing such Investments, will be subject to the rights of the senior lenders and contractual inter-creditor provisions. Accordingly, there can be no assurance that the Target UCI’s as well as the Fund’s return objectives will be realized. An investment in these markets should be thought of as a long-term investment.

- In connection with the disposition of the Target UCI’s assets, the Target UCI may be required to make representations and warranties regarding the business and its financial affairs. The Target UCI may also be required to indemnify the purchasers of the Target UCI’s assets to the extent that any such representations and warranties are inaccurate or misleading. These arrangements may result in liabilities for the Target UCI. The disposition of assets may also give rise to certain tax liabilities.
- Private debt instruments held in Target UCIs may not be priced based on market prices or on market observable inputs and may be valued at fair value according to the valuation policy of the Target UCI.
- Pricing sources for private debt instruments held in Target UCIs are mainly third party pricing vendor, broker prices and/or fair value prices calculated by the investment manager or any of its affiliates when such other pricing is not available.
- The valuation frequency of some private debt instruments held in Target UCIs may be less frequent than the Sub-Fund’s NAV calculation. In such case, the valuation of instruments will be performed according to the Target UCI valuation policy but not all pricing parameters or other relevant information may be included in such valuation.

Investors should be aware that the portfolio of the Sub-Fund will be subject to high market risks and no assurance can be given that the investment objectives of this Sub-Fund will be achieved.

### **Co-Investment Managers**

The AIFM has delegated the investment management function of the Sub-Fund to both:

- **Union Bancaire Privée, UBP SA**, registered office at 96-98 rue du Rhône, CH-1211 Geneva 1, Switzerland and;
- **Partners Group AG**, registered office at Zugerstrasse 57, 6341 Baar-Zug, Switzerland have been appointed as Co-Investment Manager of this Sub-Fund;

namely the “Co-Investment Managers”.

It has been decided that the investment management decisions will be made by an Investment Committee that will be composed of portfolio managers from both companies. The Investment Committee is an independent structure jointly created by the Co-Investment Managers for the exclusive purpose described herebelow and does not constitute an internal committee of the Fund itself.

The decisions made by the Investment Committee will be made jointly by consensus.

Investment decisions will include:

- Selection of Target UCI;

- Allocation in Target UCI;
- Allocation of the net assets to be kept in Money market & short term bonds;
- Monitoring of the investment restrictions;
- Advise the AIFM and/or the Board of Directors on matters relating to investments as well as activation of the gate mechanism.

When the Investment Committee decides that part of the available proceeds will be invested directly in money market & short term bonds rather than Money market & short term bond funds, Union Bancaire Privée, UBP SA will be in charge of managing these money market & short term bonds

### **Duration of the Sub-Fund**

Unlimited.

### **Reference currency of the Sub-Fund**

The reference currency of the Sub-Fund is USD.

### **Classes of Shares**

Class	Share Ccy	ISIN	Forex Hedging	Fee	
				Manager	Performance
APC	USD	LU1515366034	-	1.25%	10% above Hurdle Rate
APC	EUR	LU1515366117	-		
APHC	EUR	LU1515366208	Yes		
APC	CHF	LU1515366380	-		
APHC	CHF	LU1515366463	Yes		
APC	GBP	LU1515366547	-		
APHC	GBP	LU1515366620	Yes		
APC	SEK	LU1527613761	-		
APHC	SEK	LU1527613928	Yes		
APC	SGD	LU1596068137	-		
APHC	SGD	LU1596064490	Yes		
APD	USD	LU1515366893	-		
APDm	USD	LU1596064656	-		
APD	EUR	LU1515366976	-		
APHD	EUR	LU1515367198	Yes		
APHDm	EUR	LU1596064813	Yes		
APD	CHF	LU1515367271	-		
APHD	CHF	LU1515367354	Yes		
APD	GBP	LU1515367438	-		
APHD	GBP	LU1515367511	Yes		
APHDm	GBP	LU1596065034	Yes		
APD	SEK	LU1527614140	-		
APHD	SEK	LU1527614496	Yes		
APD	SGD	LU1596065208	-		
APDm	SGD	LU1596065463	-		
APHD	SGD	LU1596065620	Yes		
APHDm	SGD	LU1596065976	Yes		
IPC	USD	LU1515367602	-	0.75%	10% above Hurdle Rate
IPC	EUR	LU1515367784	-		
IPHC	EUR	LU1515367867	Yes		
IPC	CHF	LU1515367941	-		
IPHC	CHF	LU1515368089	Yes		

IPC	GBP	LU1515368162	-		
IPHC	GBP	LU1515368246	Yes		
IPC	SEK	LU1527614652	-		
IPHC	SEK	LU1527614819	Yes		
IPC	SGD	LU1596066271	-		
IPHC	SGD	LU1596066438	Yes		
IPD	USD	LU1515368329	-		
IPDm	USD	LU1596066602	-		
IPD	EUR	LU1515368592	-		
IPHD	EUR	LU1515368675	Yes		
IPHDm	EUR	LU1596066867	Yes		
IPD	CHF	LU1515368758	-		
IPHD	CHF	LU1515368832	Yes		
IPD	GBP	LU1515368915	-		
IPHD	GBP	LU1515369053	Yes		
IPHDm	GBP	LU1596067089	Yes		
IPD	SEK	LU1527615030	-		
IPHD	SEK	LU1527615204	Yes		
IPD	SGD	LU1596067246	-		
IPDm	SGD	LU1596067592	-		
IPHD	SGD	LU1596067758	Yes		
IPHDm	SGD	LU1596067915	Yes		
UPC	USD	LU1515369137	-	0.75%	10% above Hurdle Rate
UPHC	EUR	LU1515369210	Yes		
UPHC	CHF	LU1515369301	Yes		
UPHC	GBP	LU1515369483	Yes		
UPHC	SEK	LU1527615469	Yes		
UPD	USD	LU1515369566	-		
UPHD	EUR	LU1515369640	Yes		
UPHD	CHF	LU1515369723	Yes		
UPHD	GBP	LU1515369996	Yes		
UPHD	SEK	LU1527615626	Yes		
RPC	USD	LU1603954436	-	1.50%	10% above Hurdle Rate
RPC	EUR	LU1603954519	-		
RPHC	EUR	LU1603954600	Yes		
RPC	CHF	LU1603957611	-		
RPHC	CHF	LU1603970630	Yes		
RPD	USD	LU1603955086	-		
RPD	EUR	LU1603955169	-		
RPHD	EUR	LU1603955243	Yes		
RPD	CHF	LU1603955326	-		
RPHD	CHF	LU1603955599	Yes		
ZC	USD	LU1515370069	-	-	None
ZHC	EUR	LU1515370143	Yes		
ZHC	CHF	LU1515370226	Yes		
ZHC	GBP	LU1515370499	Yes		
ZD	USD	LU1515370572	-		
ZHD	EUR	LU1515370655	Yes		
ZHD	CHF	LU1515370739	Yes		
ZHD	GBP	LU1515370812	Yes		

### **Sub-Fund weekly NAV and subscription and redemption schedule**

<b>Notice &amp; Cut-off (LU time)</b>	<b>NAV Date (D)</b>	<b>Calculation Date</b>	<b>Settlement for subscription and redemption (at the latest)</b>
One Business Day before the NAV Date 1pm (D-1)	<b>Each Thursday. If Thursday is not a Business Day, the next Business Day (D)</b>	D+3 Business Days	D+5 Business Days

### **Net Asset Value (“NAV”) Calculation**

The weekly NAV will be dated each Thursday (D). If Thursday is not a Business Day, the NAV will be dated the next Business Day.

The NAV dated D is calculated and published three Business Days after the NAV Date.

When calculating the NAV dated D, on the Calculation Date, the Administrator will take into consideration the portfolio transactions done on or before NAV Date and subscription/redemption requests submitted for this NAV.

When calculating the NAV, the Administrator will use the closing prices from the NAV Date.

For Target UCIs, the Administrator will use the net asset values dated as of the date of the relevant Sub-Fund's Net Asset Value. In case an underlying net asset value is not yet calculated or available as of the relevant Sub-Fund's NAV Date, the last available net asset value will be used as basis for the calculation.

The NAV is calculated by dividing the value of net assets for each class by the total number of shares outstanding on this date in the class concerned, rounding off the amount obtained to the nearest whole hundredth for each share in the currency of the class concerned.

A 'Business Day' in this context is any full bank business day in Luxembourg, London and New York.

### **Terms of subscription and redemption**

The Shares are issued at a price corresponding to the Net Asset Value per share of the Share Type. This price may be increased by a front-end load representing up to 3% of the net value payable to intermediaries involved in the subscription process for all Share Types.

#### **Subscription and redemption (weekly NAV)**

Subscription and Redemption applications will be processed on a weekly basis after the Initial launch date. In order to process the applications at the net asset value on a NAV Date, applications for subscriptions and redemptions must be received by the transfer agent by 1:00 PM (13:00) Luxembourg time one Business Day before the NAV Date.

Subscription and Redemption applications can be done in amount or in number of shares.

If the payment date is not a business day for the currency of the Share Class, the payment will be delayed until the following currency business day.

### **Conversions**

No conversion of Shares out of this Sub-Fund or into this Sub-Fund is possible.

The conversion of Shares between Share Classes of this Sub-Fund (when available) is allowed.

## **Management Fee**

The AIFM receives out of the assets of the Sub-Fund a Management Fee and a Performance Fee.

The Management Fee rate is described in the paragraph "Classes of Shares" and is calculated on the average net assets as of each NAV Date during each calendar quarter payable quarterly in arrears.

Share Classes of Target UCIs, managed by one of the Co-Investment Managers and invested by the Sub-Fund, will fully waive or rebate any management fee.

## **Performance Fee**

For the Shares which include the letter "P" in their name, the AIFM may receive a performance fee as described below. The performance fee is calculated individually for each Sub-Fund Share Class.

In relation to each Class, the performance fee will correspond to a percentage of the Class excess return against the benchmark performance ("Class Excess Return"). The "Benchmark" is the Federal Funds Effective Rate (Synthetic).

If the Class Excess Return is negative or equal to zero, the Class will not pay any performance fee.

The performance fee is payable on a yearly basis in arrears at the end of the financial year and is equivalent to 10% ("Performance Fee Percentage") of the Class Excess Return for each Class. The performance fee is calculated based on the Net Asset Value after deducting any expenses and the Management Fee (but not the performance fee) and is adjusted in order to take subscriptions and redemptions into consideration.

In order to foresee the possible performance fee payment at the end of the financial year, the Sub-Fund makes accruals at each Net Asset Value calculation.

During the financial year, if the Class return is lower than that of the Benchmark, the accruals equivalent to the total amount of performance fees are reversed at each Net Asset Value calculation of the concerned Class. If these accruals amount to zero, no performance fee will be charged.

At the beginning of each financial year, when calculating the net return of each Class, the initial NAV is the last NAV of the previous financial year without taking into account if the Class has under- or over-performed the Benchmark the previous year (subject to the High Water Mark principle described below).

The performance fee calculation is reset to zero each year. In any case, for a performance fee to be paid, the NAV (since the initial date on which the performance fee was applied to the Class) must have reached a new historical maximum value after deducting the performance fee paid and at the same time must have exceeded the Benchmark. If the relative change between the old and new maximum historical NAV is less than the annual excess return achieved, the performance fee may only be received based on the performance change between the old and new maximum historical value for the NAV (High Water Mark principle). If the performance fee is charged, the new maximum historical value for the NAV, less the performance fee paid, will represent the new starting point for determining the future performance fee (the "High Water Mark").

If investors ask for their Shares to be redeemed before the end of the financial year, the total outstanding performance fees corresponding to such shares will be paid to the AIFM at the end of the year.

The period for the first performance fee calculation for each Class will start at the initial subscription and run through to the end of the financial year.

No Performance Fee or Management Fee is charged for Type Z Shares.

Main terms:

Performance Fee Percentage: 10%

Benchmark: Federal Funds Effective Rate (Synthetic)

High Water Mark: Applicable



**Service fee**

The AIFM receives a Service Fee (max. 0.215% p.a. of the average net assets of the relevant Class of each Sub-Fund) from the Fund, with a minimum fee of EUR 45,000 per year per Sub-Fund, out of which it remunerates CACEIS for its services as Administrative Agent and Registrar and Transfer Agent of the Fund and the Depositary in accordance with normal practice in Luxembourg.

**Depositary fee**

The Depositary is entitled to receive a depositary fee payable out of the above mentioned Service Fee.

**Administration fee**

The Administrative Agent is entitled to receive an administration fee payable out of the above mentioned Service Fee. In addition to its remuneration CACEIS is also entitled to receive fixed fees of up to EUR 15 per subscription / redemption transaction.

Any external services linked to specific one-off work provided by CACEIS are billed separately to the Fund.

**Maximum amount of fees**

The maximum amount of fees, charges and expenses to be borne directly or indirectly by Shareholders is available at the registered office of the AIFM.