

# PROSPECTUS

within the meaning of Regulation 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds (the "**ELTIF Regulation**") and the Luxembourg Law of 12 July 2013 on alternative investment funds managers, as amended from time to time (the "**AIFM Law**").

Relating to an offer of units  
in the umbrella fund

## AZ ELTIF

European long-term investment fund (ELTIF)  
Mutual investment fund (FCP) – undertaking for collective investment (UCI)  
established under Luxembourg law  
35, avenue Monterey  
L-2163 Luxembourg  
Grand Duchy of Luxembourg

The Prospectus shall be accompanied by the Fund's most recent annual report (if available). Only information contained in the Prospectus and financial statements shall be provided.

This Prospectus does not represent an offer or solicitation of an offer to purchase Units or any other securities to any person in any jurisdiction in which such offer or invitation is not authorized or in which the person endeavouring to make such offer or invitation is not qualified to do so or to any person to whom it is unlawful to make such an offer. This is a confidential document that is not to be made available to third parties and in particular must not be made available to the public nor be made available in jurisdictions where this would be contrary to local laws and regulations.

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11 June 2020

VISA 2020/159995-12506-0-PC

L'apposition du visa ne peut en aucun cas servir  
d'argument de publicité  
Luxembourg, le 2020-06-18  
Commission de Surveillance du Secteur Financier

**AZ ELTIF**

35, avenue Monterey  
L-2163 Luxembourg  
Grand Duchy of Luxembourg

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**LIST OF AZ ELTIF SUB-FUND**

<b>SUB-FUND (1)</b>	<b>CURRENCY DENOMINATION</b>	<b>UNIT CLASSES (2)</b>
<b>OPHELIA</b>	EUR	Class A (EUR) Class B "Eligible" (EUR) Class C (EUR) Class D "Eligible" (EUR)

(1) The name of each Sub-fund is prefixed by "AZ ELTIF"

(2) The various Unit classes are described in the main part of this Prospectus and in the relevant Sub-fund factsheet in Appendix I.

## DEFINITIONS

For the purposes of the Prospectus and its appendices, the following expressions have the following meanings:

<b>"Administrator"</b>	the administrative agent, the paying agent, the registrar and transfer agent of the Fund which is BNP Paribas Securities Services, Luxembourg Branch with registered office at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.
<b>"Affiliate"</b>	<p>(a) in the case of a company</p> <p>(i) any company which is its direct or indirect holding company or subsidiary or a direct or indirect subsidiary of that holding company; or</p> <p>(ii) a company (or a direct or indirect subsidiary of a company) or other entity which controls or is controlled by the person concerned; or</p> <p>(b) in the case of an individual, the spouse or direct descendant and ascendants of any kind, and any company directly or indirectly controlled by such person and his associates within the meaning of paragraph (a) of this definition; or</p> <p>(c) in the case of an entity other than a company, the members and any company or entity directly or indirectly controlled by such person and his associates within the meaning of paragraph (a) of this definition,</p> <p>except, in all cases, any company or entity in which the Company holds an investment.</p>
<b>"AIF"</b>	alternative investment fund within the meaning of article 1 (49) of the AIFM Law.
<b>"AIFM Directive"</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers, as amended.
<b>"AIFM Law"</b>	the Luxembourg law of 12 July 2013 as amended, implementing the AIFM Directive in Luxembourg.
<b>"AIFM Provisions"</b>	the AIFM Directive, supplemented by its implementing provisions including Commission Regulation, the AIFM Law, as well as any applicable regulations, binding guidelines, circulars or positions of the European Securities and Markets Authority and/or the CSSF.
<b>"Auditor"</b>	Ernst & Young, Société coopérative acting in its capacity as qualified independent auditor ( <i>réviseur d'entreprises agréé</i> ) of the Fund.
<b>"Board" or "Board of Directors"</b>	the board of directors of the Company.
<b>"Business Day"</b>	each day that is not (i) a Saturday or a Sunday or (ii) a day on which banks are authorized or required to close in Luxembourg; or (iii) a day on which the markets in which all or part of investments of the relevant Sub-fund are quoted, listed or dealt in are closed; or (iv) such other day or days as the Company may agree from time to time.
<b>"Capital"</b>	means the Total Subscriptions of the relevant Sub-fund, calculated on the basis of amounts investible after deduction of all fees, charges and expenses that are directly or indirectly borne by Unitholders.
<b>"Capital Call"</b>	means a request by the Company to an Investor for the payment of all or part of his Commitment against the issue of Units in the relevant Sub-fund.
<b>"Central Administration Agreement"</b>	the central administration agreement between the Company acting on behalf of the Fund and the Administrator.

<b>"Class"</b>	one or more separate classes of Units of no par value in a Sub-fund.
<b>"Commission Regulation"</b>	Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFM Directive.
<b>"Commitment"</b>	means, with respect to each Investor, the committed amount for which that Investor has agreed to subscribe Units in the relevant Sub-fund and to honor Capital Calls in that respect.
<b>"Company"</b>	Azimut Investments S.A., acting as management company and as alternative investment fund manager of the Fund.
<b>"CSSF"</b>	<i>Commission de Surveillance du Secteur Financier.</i>
<b>"Defaulting Investor"</b>	means any Investor that fails for any reason (i) to advance an amount which is the subject of a Capital Call within the required deadline, or (ii) to perform or observe any other term, covenant, condition, representation or warranty set out in its Subscription Agreement.
<b>"Depository"</b>	BNP Paribas Securities Services, Luxembourg Branch acting as depository of the Fund within the meaning of the AIFM Provisions.
<b>"Depository Agreement"</b>	the agreement entered into with the Depository.
<b>"Euro" or "EUR"</b>	the legal currency of the European Monetary Union.
<b>"Eligible Investment Assets"</b>	shall have the meaning ascribed to them in chapter 3.4.
<b>"Eligible Investor"</b>	<p>means any Investor (including, for the avoidance of doubt, Retail Investors) who, to the extent relevant, meets conditions provided for in the ELTIF Rules and/or laws of other jurisdictions which may be applicable to such investor.</p> <p>An eligible investor is either (i) a Professional Investor or (ii) a Retail Investor, provided that if such Retail Investor's Financial Instrument Portfolio (composed of cash deposits and financial instruments, excluding any financial instruments that have been given as collateral) does not exceed €500,000, such Retail Investor may not invest an aggregate amount exceeding 10% of its Financial Instrument Portfolio in the Fund and any other ELTIF and the initial amount invested in the Fund and any other ELTIF may not be less than €10,000.</p>
<b>"ELTIF"</b>	means European long term investment fund as defined in the ELTIF Regulation.
<b>"ELTIF Delegated Regulation"</b>	Commission Delegated Regulation (EU) 2018/480 of 4 December 2017 supplementing the ELTIF Regulation with regard to regulatory technical standards on financial derivative instruments solely serving hedging purposes, sufficient length of the life of the European long-term investment funds, assessment criteria for the market for potential buyers and valuation of the assets to be divested, and the types and characteristics of the facilities available to retail investors.
<b>"ELTIF Regulation"</b>	Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds.
<b>"ELTIF Rules"</b>	means the ELTIF Regulation together with the ELTIF Delegated Regulation.
<b>"EuVECAs"</b>	means European Venture Capital Funds regulated by Regulation (EU) No 345/2013 of the European Parliament and of the Council on European venture capital funds.

<b>"EuSEFs"</b>	means European Social Entrepreneurship Funds regulated by Regulation (EU) No 346/2013 of the European Parliament and of the Council on European social entrepreneurship funds.
<b>"External Valuer"</b>	a legal or natural person independent from the AIF, the AIFM and any other persons with close links to the AIF or the AIFM performing the valuation function as defined in Article 19 of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on alternative investment fund managers.
<b>"Financial Instrument Portfolio"</b>	the portfolio of a potential retail investor, composed (under the ELTIF Regulation) of cash deposits and financial instruments excluding any financial instruments that have been given as collateral.
<b>"First Closing Day"</b>	the first Business Day on which an Investor commits to subscribe for Units in the relevant Sub-fund in accordance with the terms set forth in the Subscription Agreement and following which the Company may determine to proceed to Capital Calls (as and when required) with respect to such Investor.
<b>"First Subscription Day"</b>	the first Business Day designated by the Company upon which Unitholders are admitted to the relevant Sub-fund and Units will be issued to Unitholders, subject to receipt of (i) the Subscription Agreement in a satisfactory form and (ii) cleared funds by the Depositary or its agents (if any) of the relevant subscription amount.
<b>"Final Closing Day"</b>	the last Business Day on which an Investor commits to subscribe for Units in the relevant Sub-fund in accordance with the terms set forth in the Subscription Agreement and following which the Company may determine to proceed to Capital Calls (as and when required) with respect to such Investor.
<b>"Final Subscription Day"</b>	the last Business Day designated by the Company upon which Unitholders are admitted to the relevant Sub-fund and Units will be issued to Unitholders, subject to receipt of (i) the Subscription Agreement in a satisfactory form and (ii) cleared funds by the Depositary or its agents (if any) of the relevant subscription amount.
<b>"Fund"</b>	AZ ELTIF.
<b>"Initial Offer Period"</b>	as defined in chapter 12 "Unit Issue and Subscription Price".
<b>"Investment Advisor"</b>	the entity appointed by the Company to investment advisory services with respect to one or more Sub-funds if and as further specified in the relevant Sub-fund factsheet.
<b>"Investment Manager"</b>	the entity appointed by the Company to carry out all or part of the portfolio management duties with respect to one or more Sub-funds if and as further specified in the relevant Sub-fund factsheet.
<b>"Investment Period"</b>	The investment period provided for in chapter 12 "Unit Issue and Subscription Price" and in Appendix I.
<b>"Investor"</b>	any person who contemplates to make a Commitment and to subscribe for Units of one or more Sub-funds and, where the context requires, shall include that person as a Unitholder.
<b>"Law"</b>	the Luxembourg Law dated 10 December 2010 on undertakings for collective investment, as amended.
<b>"Portfolio Company"</b>	any company, undertaking, partnership or other entity or person different from an individual, wherever established, incorporated or resident, in which the relevant Sub-fund holds, directly or indirectly, an investment and which qualifies as Qualifying Portfolio Undertaking.

<b>"Professional Investors"</b>	means Investors who qualify as professional investors within the meaning of Annex II of MiFID II.
<b>"Management Fee"</b>	fee payable by the Fund to the Company as described in this Prospectus.
<b>"Management Regulations"</b>	the Fund management regulations, effective as of 25 February 2020.
<b>"Market Timing"</b>	any market timing practice within the meaning of CSSF circular 04/146 or as that term may be amended or revised by the CSSF in any subsequent circular, i.e., an arbitrage method through which an investor systematically subscribes and redeems or converts units or shares of the same Luxembourg undertaking for collective investment within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the methods of determination of the net asset value of the undertaking for collective investment.
<b>"Maximum Amount" Target</b>	means a maximum amount of Total Subscriptions (if any) as defined with respect to each Sub-fund in the relevant Sub-fund factsheet.
<b>"Mémorial"</b>	the Luxembourg <i>Mémorial C, Recueil des Sociétés et Associations</i> .
<b>"MiFID II"</b>	directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.
<b>"Minimum Target Amount"</b>	means a minimum amount of Total Subscriptions as defined with respect to each Sub-fund in the relevant Sub-fund factsheet to be reached during the Initial Offering Period.
<b>"Net Asset Value" or "NAV"</b>	the net asset value of the Fund, a Sub-fund, a Class or per Unit as determined in accordance with the relevant provisions under chapter 15 "Net Asset Value".
<b>"OECD"</b>	Organization for Economic Cooperation and Development.
<b>"PRIIPs KID"</b>	key information document within the meaning of the PRIIPs Regulation.
<b>"PRIIPs Regulation"</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs).
<b>"Prospectus"</b>	this prospectus as amended or supplemented from time to time.
<b>"Qualifying Portfolio Undertaking"</b>	shall have the meaning ascribed to them in chapter 3.5.
<b>"Redemption Day"</b>	as defined in chapter 13 "Unit Redemption".
<b>"Redemption Price"</b>	as defined in chapter 13 "Unit Redemption".
<b>"RESA"</b>	the Luxembourg <i>Recueil Electronique des Sociétés et Associations</i> .
<b>"Retail Investor"</b>	an Investor who is not a Professional Investor.
<b>"Sub-fund"</b>	a specific portfolio of assets and liabilities within the Fund having its own Net Asset Value and represented by one or more Class(es). Each Sub-fund's name shall be deemed to contain at its beginning the terms AZ ELTIF. Any reference to "Fund" shall also mean "Sub-fund" where the context requires.
<b>"Subscription Agreement"</b>	means the form of commitment agreement or application for subscriptions (as the case may be) in relation to Units of a Sub-fund, to be executed by each Investor.

<b>"Subscription Day"</b>	any Business Day designated by the Company upon which Unitholders are admitted to the relevant Sub-fund and Units will be issued to Unitholders, subject to receipt of (i) the Subscription Agreement in a satisfactory form and (ii) cleared funds by the Depositary or its agents (if any) of the relevant subscription amount, and including, for the avoidance of doubt, the First Subscription Day.
<b>"Subscription Period"</b>	as defined in chapter 12 "Unit Issue and Subscription Price".
<b>"Subscription Price"</b>	as defined in chapter 12 "Unit Issue and Subscription Price".
<b>"Target Amount"</b>	means an amount of Total Subscriptions as defined with respect to each Sub-fund in the relevant Sub-fund factsheet.
<b>"Total Subscriptions"</b>	the total subscriptions (or application for subscriptions, as the context may require) for Units or Commitments of all Investors in the relevant Sub-fund.
<b>"Transfer Agent"</b>	BNP Paribas Securities Services, Luxembourg Branch acting as transfer agent of the Fund.
<b>"UCI"</b>	undertakings for collective investment, i.e. undertaking the sole objective of which is the collective investment in securities, financial instruments and other assets.
<b>"UCITS"</b>	undertakings for collective investment in transferable securities authorised in accordance with Directive 2009/65/EC, as may be amended from time to time.
<b>"Units" or "Unit"</b>	a registered unit or registered units of no par value of any Class.
<b>"Unitholder(s)"</b>	a holder of Units.
<b>"Valuation Day"</b>	a day as of which the Net Asset Value per Unit or Class is determined, as specified in the relevant Sub-fund factsheet in Appendix I.

This Prospectus is issued on a confidential basis by Azimut Investments S.A., a Luxembourg limited liability company (*société anonyme*), acting as management company of AZ ELTIF (the "**Fund**") to a limited number of prospective Eligible Investors, (as defined herein) with the sole aim of providing information relating to an investment in the Fund.

AZ ELTIF, created and managed by Azimut Investments S.A. (the "**Company**") is officially registered as a mutual investment fund – undertaking for collective investment (*fonds commun de placement – organisme de placement collectif*) under part II of the Law. The Fund qualifies as an alternative investment fund within the meaning of the AIFM Law. It also qualifies as a European long-term investment fund (an "**ELTIF**") pursuant to the ELTIF Regulation.

Azimut Investments S.A. acts as management company of the Fund within the meaning of article 1(49) of the AIFM Law. Nonetheless, its registration is not an indication of approval by the Luxembourg authorities of the quality or accuracy of the present Prospectus or the Fund's investment portfolio. Any indication to the contrary would be unauthorised and unlawful.

The Company is organized and incorporated as a Luxembourg private limited liability company (*société anonyme*) under the laws of Luxembourg on 24 December 1999 with a share capital of EUR 125,000. The articles of association of the Company were amended for the last time with effect on 22 May 2020 with publication in the RESA. The Company is registered with the Luxembourg Trade and Companies Register ("*Registre de Commerce et des Sociétés*" or "RCS") under number B 73617.

The Company's Board of Directors has taken all the necessary steps to ensure that the information provided in the Prospectus is true and accurate and that no significant details have been omitted that would lead to an incorrect interpretation of the information provided.

Since the Fund has been established on 25 February 2020, there is no historical financial information. No historical financial information regarding the issuer of the Units can be provided pursuant to Section 3 of Annex I of Regulation (EC) 809/2004.

Any information or indication not contained in this Prospectus or in the financial statements that form an integral part thereof shall be considered unauthorised. Neither the delivery of this Prospectus nor the offer, issue or sale of Units of the Fund constitute a statement of the accuracy of the information provided in this Prospectus after the Prospectus reporting date (it being understood that pursuant to the Law, essential elements of this Prospectus shall be kept up to date when new securities are issued to new Investors). This Prospectus shall thus be updated in due course to incorporate any significant changes, including in particular the launch of any new Sub-fund. It is therefore recommended that Unitholders request information from the Company regarding any further Prospectus publications on the issue of Sub-fund Units.

Each Investor must be aware that subscription for or acquisition of one or more Units 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 the paragraphs of chapter 26 "*Procedures for amending the Prospectus*" shall bind and be deemed approved by all Investors.

Any information which the Company is under a mandatory obligation (i) to make available to prospective investors before investing in the Fund, including any material change thereof and updates of this Prospectus' essential elements, or (ii) to disclose (the case being periodically) 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 Management Regulations (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 Company. 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 Company.

The Units have not been registered in accordance with any United States financial legislation and thus may not be directly or indirectly offered or sold in the United States of America or any of its States, territories, possessions or areas subject to their jurisdiction, or to United States citizens, residents or habitual residents.

Investors and potential buyers of Units are advised to inform themselves of any taxation consequences, legal controls, foreign exchange restrictions and exchange control regulations to which they may be subject in their



respective countries of domicile, citizenship or residence, and which may be applied to the subscription, purchase, ownership or sale of Units.

**Investors should refer to the information contained in the Data Protection section.**

**The attention of prospective investors is drawn to the fact that Units of the Fund may only be subscribed for, or acquired by, Eligible Investors.**

Units in the Fund may be offered to Investors in the EU/EEA who qualify as Retail Investors. In this respect, key information documents in accordance with the PRIIPs Regulation ("**PRIIPs KIDs**") have been prepared for the Sub-funds and/or Classes of Units which are offered to Retail Investors. PRIIPs KIDs will be provided to Retail Investors in the EU/EEA (free of charge) before a subscription to Units in the Fund by such Investor is accepted. The PRIIPs KIDs can also be obtained at the registered office of the Fund.

**PROSPECTIVE INVESTORS SHOULD MAKE THEIR OWN DECISION WHETHER THIS OFFERING MEETS THEIR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION FROM ANY COUNTRY HAS APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED THIS OFFERING.**

An investment in the Fund may not be suitable for Retail Investors that are unable to sustain a long-term and illiquid commitment.

This Prospectus does not constitute an offer of the Fund's Units or an invitation to subscribe for or to purchase the Fund's Units by any person in any jurisdiction in which such offer or invitation is not authorized or in which the person endeavouring to make such offer or invitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or invitation in this Prospectus under the heading "General Risk Factors". It is the responsibility of prospective investors to satisfy themselves as to full compliance with the relevant laws and regulations of any territory in connection with any application to participate in the Fund, including obtaining any requisite governmental or other consent and adhering to any other formality prescribed in such territory.

**THE COMPANY DOES NOT AUTHORISE PRACTICES ASSOCIATED WITH MARKET TIMING AND RESERVES THE RIGHT TO REJECT APPLICATIONS FOR SUBSCRIPTIONS FROM INVESTORS SUSPECTED OF ENGAGING IN SUCH PRACTICES AND TO UNDERTAKE, WHERE APPLICABLE, THE NECESSARY MEASURES TO PROTECT OTHER INVESTORS IN THE FUND. IN THE EVENT THAT AN APPLICATION IS PLACED BY AN INVESTOR SUSPECTED OF ENGAGING IN MARKET TIMING PRACTICES, THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSEQUENT SUBSCRIPTION APPLICATIONS FROM SAID INVESTOR.**

In accordance with applicable international regulations and Luxembourg laws and regulations, (including, but not limited to, the amended Law of 12 November 2004 on to the fight against money laundering and financing of terrorism), the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circulars 13/556, 15/609 and 17/650 concerning the fight against money laundering and terrorist financing, and any respective amendments or replacement, obligations have been imposed on all professionals of the financial sector in order to prevent undertakings for collective investment from money laundering and financing of terrorism purposes. Because of such provisions, the registrar and transfer agent of a Luxembourg collective investment undertaking must ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations.

The registrar and transfer agent may require subscribers to provide any document it deems necessary to effect such identification. In addition, the registrar and transfer Agent, as delegate of the Fund, may require any other information that the Fund may require in order to comply with its legal and regulatory obligations, including but not limited to the CRS Law (as defined below). It should be noted that depending on the status of a given investor, additional documents could be required.

In case of delay or failure by an applicant to provide the required documentation, the subscription request will not be accepted and in case of redemption, the payment of redemption proceeds will be delayed. Neither the Fund nor the registrar and transfer agent will be held responsible for said delay or failure to process deals resulting from the failure of the applicant to provide documentation or incomplete documentation. The Company may, however, at its discretion, delay the acceptance of any subscription application for Units until it has received sufficient evidence that the investor qualifies as an Eligible Investor.

# AZ ELTIF

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### ***Company of the Fund***

Azimut Investments S.A.  
35, avenue Monterey  
L-2163 Luxembourg  
Grand Duchy of Luxembourg

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

#### *Chairman of the Board of Directors*

**Alessandro Zambotti**, Chief Financial Officer of Azimut Holding S.p.A. and Board member of AZ International Holdings S.A., Azimut Holding S.p.A., CGM Italia SGR S.p.A., Azimut Libera Impresa SGR S.p.A. and Vice-president of Azimut Capital Management SGR S.p.A.

#### *Members of the Board of Directors*

**Giorgio Medda** General Manager of Azimut Investments S.A, Co-CEO and Board member of Azimut Holding S.p.A., Board member of AZ International Holdings S.A., Board member of Azimut Portfoy A.S. and Board member of Azimut (DIFC) Limited

**Claudio Basso**, Senior Fund Manager and Chief Investment Officer of Azimut Investments SA, Board member of AZ International Holdings S.A., AZ Life Dac, Katarsis Capital Advisors S.A. and CGM Azimut Monaco S.A.M.

**Ramon Spano**, Senior Fund Manager of Azimut Investments S.A.

**Marco Vironda**, Fund Manager of Azimut Investments S.A.

**Giuseppe Pastorelli**, Portfolio Manager of Azimut Investments S.A.

**Saverio Papagno**, Senior Analyst of Azimut Investments S.A.

**Davide Rallo**, Head of Legal of Azimut Investments S.A.

### ***Administrator, Paying Agent, Registrar and Transfer Agent***

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

### ***Depository***

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

### ***Auditor of the Fund***

Ernst & Young *Société coopérative*  
35E avenue John F. Kennedy, Luxembourg,  
L-1855 Luxembourg  
Grand-Duchy of Luxembourg

***Legal Adviser to the Fund***

Elvinger Hoss Prussen, *Société anonyme*

2, Place Winston Churchill

L-1340 Luxembourg

Grand Duchy of Luxembourg

## 1. Establishment – Legal form

### General Information

The Fund is a mutual investment fund established under Luxembourg law, pursuant to part II of the Law. The Fund further qualifies as a European long-term investment fund pursuant to the ELTIF Rules and as an alternative investment fund (*fonds d'investissement alternatif*) within the meaning of the AIFM Law. The Company is acting as management company and as alternative investment fund manager ("AIFM") of the Fund.

The Fund was created in accordance with the Management Regulations approved on 24 February 2020, effective as of 25 February 2020, by the Board of Azimut Investments S.A. and a notice of its deposit with the Luxembourg Register of Commerce and Companies was published in the RESA on 28 February 2020. The Fund is registered with the Register of Commerce and Companies under number K-2029. As a mutual fund, the Fund has no legal personality. Its assets belong to its Investors (joint owners) and are (and shall remain) separate from those of the Company and any other investment fund managed by the Company.

The Fund is formed by a collection of assets belonging jointly to its Investors, managed in the sole interest of said Investors by the Company according to the principle of risk-spreading.

### Compartments

The Fund has been set up as an umbrella fund with the possibility of establishing multiple compartments (each a "**Sub-fund**") and each Sub-fund shall correspond to a distinct part of the assets and liabilities of the Fund. The features and investment policies of each Sub-fund are described in the relevant Sub-fund factsheet in Appendix I. Unless otherwise provided for by the relevant Sub-fund factsheet, each Sub-fund is set-up as a closed-ended investment structure (i.e. Units shall not be redeemed at the request of Unitholders prior to the term of the Sub-fund). The Company may create at any time new Sub-funds within the Fund. Upon creation of each new Sub-fund, this Prospectus will be updated accordingly with detailed information on each new Sub-fund. The Company may liquidate any Sub-fund and distribute its net assets amongst its Unitholders in proportion to the Units held, as described in chapter 22 "Duration, merger, liquidation and closure of Fund or of Sub-funds".

### Currency

The base currency of the Fund is the EUR and all the financial statements of the Fund will be presented in EUR.

### Name

The business of the Fund shall be carried on under the name of AZ ELTIF.

### Address

The address of the Fund is at the registered office of the Company at 35, avenue Monterey, L-2163 Luxembourg.

### Duration

The Fund is established for an unlimited duration.

The duration of each Sub-fund is specified in the relevant Sub-fund factsheet in Appendix I.

## 2. Fund Objectives

The main objective of the Fund is to offer Unitholders the possibility to engage in the professional management of a portfolio of assets and to offer investments aiming at providing favourable returns while controlling the risk/return ratio.

The Fund will raise funds and invest directly or indirectly in European entities and in any other types of investments permitted under the ELTIF Rules. Eligible Investment Assets shall include participations, such as equity or quasi-equity instruments, debt instruments in Qualifying Portfolio Undertakings, and loans provided to them with the aim to boost European long-term investments in the real economy. As such, the Fund qualifies as an ELTIF pursuant to the ELTIF Rules.

The Fund shall only make investments which comply with the requirements of ELTIF Rules as further described in chapter 3 hereafter. The Fund shall as soon as practicable and in the interest of the Unitholders seek disposal of any asset which does not qualify with these requirements. Such disposal of assets shall comply with provisions of Article 21 of the ELTIF Regulation.

Units in the Fund may be offered to Retail Investors in accordance with the ELTIF Rules. Investors are advised to invest only a small percentage of their global investment portfolio into the Fund.

Units of the Fund shall be distributed in Italy as well as in any other member state of the European Union as the Company may discretionarily decide upon.

The Company shall manage the assets of the Fund in order to meet the established targets; it may not, however, guarantee that it will succeed in reaching these targets due to, among others, changes in macroeconomic conditions, in monetary and fiscal policy, in politics and fluctuation of financial markets. Other risks involved with investment in assets listed in the investment policies of each Sub-fund are listed in the relevant Sub-fund factsheet in Appendix I.

### 3. Investment policy and restrictions

3.1. The Fund is subject to 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 Sub-fund factsheet in Appendix I. **Any reference to the Fund shall also mean a reference to a Sub-fund where the context so requires.**

3.2. The Company shall, based upon the principle of spreading of risks, have power to determine the investment policy for the investments of the Fund subject to the following restrictions. In accordance with its investment objective and policy, the Fund shall invest only in the following categories of assets and only under the conditions specified in the ELTIF Rules:

- a) Eligible Investment Assets (as defined hereafter); and
- b) assets referred to in Article 50(1) of the UCITS Directive.

3.3. The Fund shall not undertake any of the following activities:

- a) short selling of assets;
- b) taking direct or indirect exposure to commodities, including via financial derivative instruments, certificates representing them, indices based on them or any other means or instrument that would give an exposure to them;
- c) entering into securities lending, securities borrowing, repurchase transactions, or any other agreement which has an equivalent economic effect and poses similar risks, if thereby more than 10% of the Capital of the Fund are affected;
- d) using financial derivative instruments, except where the use of such instruments solely serves the purpose of hedging the risks inherent to other investments of the Fund.

#### Eligible Investment Assets

3.4. An asset shall be eligible for investment by the Fund only where it falls into one of the following categories ("**Eligible Investment Assets**"):

- a) equity or quasi-equity instruments which have been:
  - i. issued by a Qualifying Portfolio Undertaking (as defined hereafter) and acquired by the Fund from the Qualifying Portfolio Undertaking or from a third party via the secondary market;
  - ii. issued by a Qualifying Portfolio Undertaking in exchange for an equity or quasi-equity instrument previously acquired by the Fund from the Qualifying Portfolio Undertaking or from a third party via the secondary market;
  - iii. issued by an undertaking of which the Qualifying Portfolio Undertaking is a majority owned subsidiary, in exchange for an equity or quasi-equity instrument acquired in accordance with points (i) or (ii) by the Fund from the Qualifying Portfolio Undertaking or from a third party via the secondary market
- b) debt instruments issued by a Qualifying Portfolio Undertaking;
- c) loans granted by the Fund to a Qualifying Portfolio Undertaking with a maturity no longer than the life of the relevant Sub-fund;
- d) units or shares of one or several other ELTIFs, EuVECAs and EuSEFs provided that those ELTIFs, EuVECAs and EuSEFs have not themselves invested more than 10% of their capital in ELTIFs;
- e) direct holdings or indirect holdings via Qualifying Portfolio Undertaking of individual real assets with a value of at least EUR 10 000 000 or its equivalent in the currency in which, and at the time when, the expenditure is incurred.

The Company shall ensure that due diligence measures on the Fund's investments are applied on a risk-based approach, in accordance with applicable Luxembourg laws and regulations.

#### Qualifying Portfolio Undertaking

3.5. A Qualifying Portfolio Undertaking shall be a portfolio undertaking other than a collective investment undertaking that fulfils the following requirements:

- a) it is not a financial undertaking;
- b) it is an undertaking which:
  - i. is not admitted to trading on a regulated market or on a multilateral trading facility; or
  - ii. is admitted to trading on a regulated market or on a multilateral trading facility and at the same time has a market capitalisation of no more than EUR 500 000 000;
- c) it is established in a Member State, or in a third country provided that the third country:
  - i. is not a high-risk and non-cooperative jurisdiction identified by the Financial Action Task Force;
  - ii. has signed an agreement with the home Member State of the manager of the Fund and with every other Member State in which the units of the Fund are intended to be marketed to ensure that the third country fully complies with the standards laid down in Article 26 of the OECD Model Tax Convention on Income and on Capital and ensures an effective exchange of information in tax matters, including any multilateral tax agreements.

By way of derogation from point (a) of paragraph 1 of this article, a Qualifying Portfolio Undertaking may be a financial undertaking that exclusively finances Qualifying Portfolio Undertakings referred to in this paragraph 3.5 or real assets referred to in point (e) of paragraph 3.4.

#### Portfolio composition and diversification

3.6. The Fund shall invest at least 70% of its Capital in Eligible Investment Assets.

3.7. The Fund shall invest no more than:

- a) 10% of its Capital in instruments issued by, or loans granted to, any single Qualifying Portfolio Undertaking;
- b) 10% of its Capital directly or indirectly in a single real asset;
- c) 10% of its Capital in units or shares of any single ELTIF, EuVECA or EuSEF;
- d) 5% of its Capital in assets referred to in Article 50(1) of the UCITS Directive where those assets have been issued by any single body.

The aggregate value of units or shares of ELTIFs, EuVECAs and EuSEFs in the Fund's portfolio shall not exceed 20% of the value of the Capital of the Fund.

The aggregate risk exposure to a counterparty of the Fund stemming from OTC derivative transactions, repurchase agreements, or reverse repurchase agreements shall not exceed 5% of the value of the Capital of the Fund.

By way of derogation from points (a) and (b) above, the Fund may raise the 10% limit referred to therein to 20%, provided that the aggregate value of the assets held by the Fund in Qualifying Portfolio Undertakings and in individual real assets in which it invests more than 10% of its Capital does not exceed 40% of the value of the Capital of the Fund.

By way of derogation from point (d) above, the Fund may raise the 5% limit referred to therein to 25% where bonds are issued by a credit institution which has its registered office in a Member State and is subject by law to special public supervision designed to protect bond-holders. In particular, sums deriving from the issue of those bonds shall be invested in accordance with the law in assets which, during the whole period of validity of the bonds, are capable of covering claims attaching to the bonds and which, in the event of failure of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of the accrued interest.

3.8. Companies which are included in the same group for the purposes of consolidated accounts, as regulated by Directive 2013/34/EU of the European Parliament and of the Council or in accordance with recognised international accounting rules, shall be regarded as a single Qualifying Portfolio Undertaking or a single body for the purpose of calculating the limits referred to in paragraphs 3.7 above.

#### Rectification of investment positions

3.9. In the event that the Fund infringes the diversification requirements set out above and the infringement is beyond the control of the Company, the Company shall, within an appropriate period of time, take such measures as are necessary to rectify the position, taking due account of the interests of the Investors.

Any other breach of the diversification requirements will be treated in compliance with CSSF circular 02/77 relating to the protection of investors in case of NAV calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to undertakings for collective investment as may be amended or replaced.

#### Concentration

3.10. The Fund may acquire no more than 25% of the units or shares of a single ELTIF, EuVECA, or EuSEF.

3.11. The concentration limits laid down in Article 56(2) of the UCITS Directive shall apply to investments in the assets referred to in paragraph 3.2 (b).

#### Borrowing of cash

3.12. The Fund may borrow cash provided that such borrowing fulfils all of the following conditions:

- a) it represents no more than 30% of the value of the Capital of the Fund;
- b) it serves the purpose of investing in Eligible Investment Assets, except for loans referred to in chapter 3.4. (c), provided that the holdings in cash or cash equivalents of the Fund are not sufficient to make the investment concerned;
- c) it is contracted in the same currency as the assets to be acquired with the borrowed cash;
- d) it has a maturity no longer than the life of the Fund;
- e) it encumbers assets that represent no more than 30% of the value of the Capital of the Fund.

#### Application of portfolio composition and diversification rules

3.13. The investment limit laid down in paragraph 3.6 shall:

- a) apply by the end of the Investment Period of the relevant Sub-fund;
- b) cease to apply, in accordance with the ELTIF Regulation, as from the date the Sub-fund starts to sell assets in order to redeem Investors' units after the end of the duration of the Sub-fund ("**Divestment Date**");
- c) be temporarily suspended where the Sub-fund raises additional capital or reduces its existing capital, so long as such a suspension lasts no longer than 12 months.

The date referred to in point (a) shall take account of the particular features and characteristics of the assets to be invested by the Sub-fund, and shall be no later than either five years after the date of the authorisation of the Sub-fund as an ELTIF, or half the life of the Sub-fund as determined in accordance with Article 18(3) of ELTIF Regulation, whichever is the earlier. In exceptional circumstances, the CSSF, upon submission of a duly justified investment plan, may approve an extension of this time limit by no more than one additional year.

3.14. Where a long-term asset in which the Fund has invested is issued by a Qualifying Portfolio Undertaking that no longer complies with point (b) of paragraph 3.5, the long-term asset may continue to be counted for the purpose of calculating the investment limit referred to in chapter 3.6 for a maximum of three years from the date on which the Qualifying Portfolio Undertaking no longer fulfils the requirements of point (b) of paragraph 3.5.

#### Hedging policy

3.15. In compliance with the provisions of the ELTIF Delegated Regulation, the circumstances in which the use of financial derivative instruments shall be considered as solely serving the purpose of hedging the risks inherent to other investments of the Sub-funds as referred to in paragraph 3.3. (d) are fulfilled when they meet all of the criteria set out hereafter:

- a) a financial derivative instrument shall only be used for hedging risks arising from exposures to assets referred to in paragraph 3.1. The purpose of hedging the risks arising from exposures to these assets shall only be considered to be fulfilled where the use of that financial derivative instrument results in a verifiable and objectively measurable reduction of those risks at the Sub-fund level. Where financial derivative instruments to hedge the risks arising from the exposure to the assets referred to in item (a) above are not available, financial derivative instruments with an underlying of the same asset class may be used.
- b) the use of the financial derivative instruments aimed to provide a return for the Fund shall not be deemed to serve the purpose of hedging the risks.
- c) the Company shall take all reasonable steps to ensure that the financial derivative instruments used to hedge the risks inherent to other investments of the Fund reduce the risks at the Fund level in accordance with item (a) above, including in stressed market conditions.

### **4. General Risk Factors**

Investment in any Sub-fund carries with it a degree of risk, including, but not limited to, those referred to hereafter and in the relevant Sub-fund factsheet in Appendix I, each of which could have an adverse effect on the value of an investment in any Sub-fund.

However, this Prospectus does not purport to be a complete disclosure of all risks that may be relevant to a decision to make an investment in any Sub-fund. No attempt has been made to rank risks in the order of their likelihood or potential harm.

As a result of such factors, there can be no assurance that the Sub-funds will achieve their investment objectives or that significant losses will not occur. Returns on an investment in the Fund may be unpredictable and, accordingly, a prospective retail investor should only invest in a Sub-fund as part of an overall investment strategy.

An investment may also be affected by any changes in exchange control regulation, tax laws, withholding taxes and economic or monetary policies.

The following risks must be considered:

#### **I. Risks linked to investor suitability and absence of assurance of profits or distributions**

Investors should be aware that due to the specific investment strategy of the Fund, an investment in the Fund is suitable only for Eligible Investors who know and can assess properly the high degree of risks they incur and, in particular, who understand that they may lose all or an important part of their investments. Investors are advised to seek professional advice from their investment adviser on the suitability or otherwise of an investment in the Fund.

Investments and realizing a significant return for investors is difficult. There is no assurance that the Fund's investment objectives will be attained, that the investments of the Fund will be profitable or that any distribution will be made to the Investors. Any return on investment to the Investors will depend upon successful investments being made by the Fund. The marketability and value of any such investment will depend upon many factors beyond the control of the Fund. The expenses of the Fund may exceed its income, and the Investors could lose the entire amount of their contributed capital.

#### **II. Risks linked to lack of liquidity of underlying investments**

The investments to be made by the Fund may be highly illiquid. The eventual liquidity of all investments will depend on the success of the realisation strategy proposed for each investment. Such strategy could be adversely affected by a variety of factors. There is a risk that the Fund may be unable to realise its investment objectives by sale or other disposition at attractive prices or at the appropriate times or in response to changing market conditions, or will otherwise be unable to complete a favourable exit strategy. Losses may be realised before gains on dispositions. The return of capital and the realisation of gains, if any, will generally occur only upon the



partial or complete disposition of an investment. Prospective investors should therefore be aware that they may be required to bear the financial risk of their investment for an undetermined period of time.

### **III. Risks linked to lack of transferability of Units in the Fund; No right of withdrawal**

There is no public market for the Units and one is not expected to develop. Except in extremely limited circumstances, voluntary withdrawals from the Fund will not be permitted. Unitholders must be prepared to bear the risks of owning Units and contributing capital for an extended period of time.

An investment in the Fund is a long-term commitment, and there is no assurance of any distribution to the Investors prior to or upon liquidation of the Fund.

### **IV. Risks linked to market fluctuations**

Although it is intended that the Fund will be diversified, the Investments of the Fund 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 entities active in Italy or abroad. 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 Investments and, consequently, of the Fund.

Entities in which the Fund invests may be sensitive to general downward swings in the overall economy. Factors affecting economic conditions, including, for example, inflation rates, currency devaluation, exchange rate fluctuations, industry conditions, competition, technological developments, domestic and worldwide political, military and diplomatic events and trends, tax laws and innumerable other factors, none of which will be within the control of the Fund, can affect substantially and adversely the business and prospects of the Fund. A recession or adverse developments in the securities market might have an impact on some or all of the Fund's investments. A sustained period of low valuations in the public equity markets could result in substantially lower liquidation value and substantially longer periods before liquidity is achieved in comparison with historical values, which would reduce the returns that could be achieved by the Fund. In addition, factors specific to a portfolio company may have an adverse effect on the Fund's investment in such company.

### **V. Risks of exchange rate fluctuations**

There may be considerable exchange rate fluctuations between the different currencies in which the investments of the Sub-funds are denominated and the reference currency of the Sub-funds which can negatively impact the net asset value of the Sub-funds.

### **VI. Risks of interest rate fluctuations**

A rising interest rate environment could adversely impact the performance of portfolio companies. Rising interest rates could lower the value of any debt investments and limit the capital appreciation of equity units of portfolio companies as a result of the increased availability of alternative investments at competitive yields. Rising interest rates also may increase a portfolio company's cost of capital. A higher cost of capital could limit growth from acquisition/expansion projects and limit dividend growth rates.

### **VII. Risks linked to investment in derivative products**

The Fund may use derivatives for hedging purposes and this may involve risks which are different from and possibly greater than the risks associated with investing directly in securities and traditional instruments. Derivatives are subject to liquidity risk, interest rate risk, market risk and default risk. They also involve the risk of improper valuation and the risk that the changes in the value of the derivative may not correlate perfectly with the underlying asset, rate or index. As a consequence, the Fund when investing in derivative transactions, may lose more than the principal amount invested, resulting in a further loss to the Fund.

## **5. Risk Management Process**

The Company will employ a risk-management process which enables it to measure, manage and monitor in an appropriate manner the risk of the positions and their contribution to the overall risk profile of each Sub-fund.

The total maximum level of leverage through borrowings and derivative instruments employed by the Fund, any changes thereto, the nature of rights granted for the reuse of collateral and the nature of any guarantee granted under leveraging arrangements will, inter alia, be disclosed either through the annual accounts, or through the Fund's website, if any, or by email and/or by post or other. Such information is also available upon request during usual business hours on any Business Day in Luxembourg at the registered office of the Fund

The Company is further responsible of the management of conflicts of interest, according to Article 13 of the AIFM Law.

## 6. Management and administration

### I. Company of the Fund

The Fund is managed by the Company, acting in its name and on behalf of the Fund and its Unitholders. The Company may not be removed at the initiative of the Investors.

The Company is a public limited liability company (*société anonyme*) established under Luxembourg Law on 24 December 1999 and named "Azimut Investments S.A.". The Company's registered office is located at 35, Avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg. The Company's articles of association (the "**Articles of Association**") were filed with the Register of the Commerce and Companies on 21 January 2000 and published in the *Mémorial* on 15 March 2000.

The Articles of Association were amended for the last time with effect on 22 May 2020 and are going to be published in the RESA.

The Company is registered under number B 73.617 with the Luxembourg Register of Commerce and Companies.

As at the date of this Prospectus, the Company acts as management company for other investment funds, the list of which is available, upon request at the registered office of the Company.

The business purpose of the Company is (i) the collective management of UCITS established under Luxembourg or foreign law, pursuant to Directive 2009/65/EC as amended or replaced as well as other undertakings for collective investment or mutual funds under Luxembourg law and/or foreign law that are not included in said directive and (ii) the collective management of AIF's established under Luxembourg or foreign law, pursuant to the AIFM Directive. The Company is approved by the CSSF as authorised AIFM within the meaning of the AIFM Provisions.

The Fund qualifies as an ELTIF and therefore requires the appointment of the AIFM. Subject to its overall supervision and ultimate responsibility, the Company acts as AIFM within the meaning of the AIFM Law and shall be responsible to ensure the compliance of the Fund with the AIFM Law and the ELTIF Rules. As AIFM, the Company is responsible for portfolio management and risk management of the Fund. The Company may delegate the portfolio or the risk management to one (1) or more entities, in accordance with the relevant provisions of the AIFM Law. No delegation of portfolio or risk management functions may be granted to an entity whose interests would conflict or are likely to conflict with those of the Company or the Unitholders. The delegation of tasks to third-parties must not prevent the effectiveness of the supervision of the Company, and, in particular must not prevent the Company from acting, or the Fund from being managed, in the best interest of its Unitholders.

In more detail, the Company performs the following functions, by means of example and not limited to these:

- Fund asset management;
- Risk management;
- Administration:
  - a) legal and fund management accounting services for the Fund,
  - b) dealing with client requests for information and customer inquiries,
  - c) evaluating the portfolio and establishing the value of units,
  - d) regulatory compliance control,
  - e) maintenance of Unitholder register,
  - f) dividends distribution, where applicable,
  - g) issue, redemption and conversion of Units,
  - h) contracts settlements,
  - i) record keeping,
- Marketing/Distribution
- Activities related to the assets of AIFs, namely services necessary to meet the fiduciary duties of the AIFM, facilities management, real estate administration activities, advice to undertakings on capital structure, industrial strategy and related matters, advice and services relating to mergers and the purchase of undertakings and other services connected to the management of the AIF and the companies and other assets in which it has invested.

The Company has nevertheless delegated, under its responsibility and ultimate control, the functions of central administration of the Fund, such as the accounting of the Fund, calculation of the Net Asset Value, subscription and redemption services and registration of Units to BNP Paribas Securities Services, Luxembourg Branch, which also supervises the delivery of all announcements, statements, notices and other documents to Unitholders. All delegations shall be carried in accordance with the AIFM Provisions. Information about conflicts of interest that may arise from such delegations is available at the registered office of the Company.

The Company has entered into agreements with third parties according to which the intermediaries pay for goods and services (e.g. research, advisory, IT) received by the Company. All goods and services included in these agreements are required for the performance of the Company's investment fund management activity. The contractual conditions and methods used for these services ensure that transactions performed on behalf of the Fund never take place under unfavourable conditions, given that the intermediary is committed to obtaining "best execution" conditions for the Company.

The Company's fully paid up share capital amounted to EUR 1,125,000 as of on 31 December 2018, represented by 1,250 registered shares worth EUR 1,000 each.

The Company may carry out any activities connected directly or indirectly to, and/or deemed useful and/or necessary for, the accomplishment of its objectives, remaining, however, within the limitations set forth in, but to the furthest extent permitted by, the provisions of its governing laws and regulations.

In accordance with the requirements of Article 9.7 of the AIFM Directive, the Company is holding additional own funds which are appropriate to cover potential liability risks arising from professional negligence. More information regarding this cover may be obtained at the Company's registered office.

## **II. External Valuer**

The Company has the right to appoint an external valuer to work with the Company for the proper and independent valuation of part of the assets of the Sub-funds in compliance with the provisions of the AIFM Law, as further described in Chapter 15 "Net Asset Value".

The external valuer shall not be affiliated to the Company, and shall represent to the Company that it is duly authorised to operate as external valuer.

## **III. Distributors**

The Company can appoint distributors in the countries where Units are traded (the "**Distributors**"). The Distributors shall receive due compensation. In accordance with the local laws of the countries in which Units are distributed, the Distributors may, with the Company's permission, act as nominee on behalf of Investors. In this role, the Distributors shall subscribe or redeem the Units in their own name but, as nominee, shall act on behalf of the Investor. Having said that, unless otherwise specified by local legislation, Investors are entitled to invest directly in the Fund without using the service of a nominee. Moreover, Investors who choose to subscribe via a nominee shall maintain a direct right to Units thus subscribed.

However, it should be noted that the previous paragraph does not apply in the event that nominee services are indispensable, or even mandatory for legal and regulatory reasons or due to consolidated practices.

The functions of nominee may be exercised exclusively by financial sector professionals, according to Luxembourg law, resident in a FATF member country. The list and details of nominees are available at the Company's registered office.

## **IV. Investment Manager(s)**

The Company may delegate all or part of its portfolio management duties with respect to each Sub-fund to one or more Investment Managers if and as further detailed in the relevant Sub-fund factsheet. Where applicable, the name of Investment Manager(s) as well as the fees payable to such Investment Manager(s) are disclosed in the Sub-fund factsheets.

The rights and obligations of the Investment Manager(s) are dictated by one or more contracts (the "**Management Contract(s)**").

## **V. Investment Advisor(s)**

The Company or the Investment Managers (if any) may also appoint one or more Investment Advisors to advise them on the portfolio management of one or more Sub-fund(s) as further detailed in the relevant Sub-fund factsheet. In order to establish the targets and investment policies of each Sub-fund as well as to receive advice on the investment of the Fund's assets, the Company may be assisted by one or more Investment Advisors.

The rights and obligations of the Investment Advisor(s) are established by one or more "Investment Advisory Agreements".

For services rendered, the Investment Advisor(s) shall receive an advisory fee in accordance with the terms and conditions established by the "Investment Advisory Agreement(s)".

## **7. Fund Auditor**

The Fund's financial reports are audited by Ernst & Young, *Société coopérative* with registered office at 35E avenue John F. Kennedy, Luxembourg, L-1855 Luxembourg, Grand Duchy of Luxembourg in its position as the Fund Auditor.

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 Provisions and the Law.

## **8. Depositary Bank**

BNP Paribas Securities Services, Luxembourg Branch has been appointed Depositary of the Fund under the terms of a written agreement dated 25 February 2020 between BNP Paribas Securities Services, Luxembourg Branch and the Company acting on behalf of the Fund.

BNP Paribas Securities Services Luxembourg is a branch of BNP Paribas Securities Services SCA, a wholly-owned subsidiary of BNP Paribas SA. BNP Paribas Securities Services SCA is a licensed bank incorporated in France as a *Société en Commandite par Actions* (partnership limited by shares) under No.552 108 011, authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) and supervised by the *Autorité des Marchés Financiers* (AMF), with its registered address at 3 rue d'Antin, 75002 Paris, acting through its Luxembourg Branch, whose office is at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg, and is supervised by the CSSF.

The Depositary performs three types of functions, namely (i) the oversight duties (as defined in Art 19(9) of the AIFM Law, (ii) the monitoring of the cash flows of the Fund (as set out in Art 19(7) of the AIFM Law and (iii) the safekeeping of the Fund's assets (as set out in Art 19(8) of the AIFM Law.

Under its oversight duties, the Depositary is required to:

- (1) ensure that the sale, issue, repurchase, redemption and cancellation of Unit effected on behalf of the Fund are carried out in accordance with the AIFM Law or with the Fund's Management Regulations,
- (2) ensure that the value of the Units is calculated in accordance with the AIFM Law and the Fund's Management Regulations,
- (3) carry out the instructions of the Company acting on behalf of the Fund, unless they conflict with the AIFM Law or the Fund's Management Regulations,
- (4) ensure that in transactions involving the Fund's assets, the consideration is remitted to the Fund within the usual time limits;
- (5) ensure that the Fund's revenues are allocated in accordance with the AIFM Law and its Management Regulations.

The overriding objective of the Depositary is to protect the interests of the Unitholders, which always prevail over any commercial interests.

In the event that conflicts of interest do arise, the Depositary will undertake to use its reasonable endeavours to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and to ensure that the Fund and the Unitholders are fairly treated.

The Depositary may delegate to third parties the safe-keeping of the Fund's assets subject to the conditions laid down in the applicable laws and regulations and the provisions of the depositary agreement. The process of appointing such delegates and their continuing oversight follows the highest quality standards, including the management of any potential conflict of interest that should arise from such an appointment. Such delegates must be subject to effective prudential regulation (including minimum capital requirements, supervision in the jurisdiction concerned and external periodic audit) for the custody of financial instruments. The Depositary's liability shall not be affected by any such delegation.

The Company acting on behalf of the Fund may release the Depositary from its duties with ninety (90) days written notice to the Depositary. Likewise, the Depositary may resign from its duties with ninety (90) days written notice to the Company. In that case, a new depositary must be designated to carry out the duties and assume the responsibilities of the Depositary, as defined in the agreement signed to this effect. The replacement of the Depositary shall happen within two months.

## **9. Administrative, registrar and transfer agent**

- I. Pursuant to a central administration agreement (the "**Central Administration Agreement**"), the Company has appointed BNP Paribas Securities Services, Luxembourg Branch as administrative, registrar and transfer agent of the Fund (the "**Administrator**").
- II. BNP Paribas Securities Services, Luxembourg Branch is in charge of processing of the issue and redemption of the Units and settlement arrangements thereof, keeping the register of the Fund's Unitholders, calculating the Net Asset Value, maintaining the records, verifying that Investors qualify as Eligible Investors and other general functions as more fully described in the Central Administration Agreement.

- III. The Administrator will not be liable for the investment decisions regarding the Fund nor the consequences of such investment decisions on the Fund's performance and they are not responsible for the monitoring of the compliance of the Fund's investments with the rules contained in its Management Regulations and/or its Prospectus and/or in any investment management agreement(s) concluded between the Fund/the Company and any investment manager(s).
- IV. The Central Administration Agreement provides that it will remain in force for an unlimited period and that it may be terminated by either party at any time upon 90 days' written notice.
- V. In consideration of the services rendered, the Administrator receives a fee as detailed in section 18 of this Prospectus.
- VI. The Administrator may sub-contract all or part of its functions to one or more sub-contractor(s) which, in view of functions to be delegated, has/have to be qualified and competent for performing them. The Administrator's liability shall not be affected by such sub-contracting.
- VII. The Administrator shall not be liable for the contents of this Prospectus and will not be liable for any insufficient, misleading or unfair information contained in this Prospectus.

### **10. Unitholder rights**

Units are exclusively restricted to Eligible Investors.

Any Eligible Investor, be it/her/him a natural or legal entity, may become a Unitholder and may acquire one or more Units of the various Sub-funds by paying the subscription price calculated based on and according to the methods indicated in chapters 12 "Unit Issue and Subscription Price" and 15 "Net Asset Value" and in the relevant Sub-fund factsheet in Appendix I.

Retail Investors may invest in the Fund if they comply with the status of Eligible Investors. However, if the Financial Instrument Portfolio of a potential Retail Investor does not exceed EUR 500 000, he/she will not be authorised to invest in the Fund, except if the percentage of the Financial Instrument Portfolio of such potential Retail Investor to be invested in ELTIFs does not exceed 10% and if the minimum amount invested by such Retail Investor in one or more ELTIFs is not less than EUR 10,000. When directly offering or placing Units of the Fund to a Retail Investor, the Company or the distributor shall obtain information regarding the following:

- a) the Retail Investor's knowledge and experience in the investment field relevant to the Fund;
- b) the Retail Investor's financial situation, including that investor's ability to bear losses;
- c) the Retail Investor's investment objectives, including that investor's time horizon.

Distribution agreements will cover the obligation of the distributor to perform a suitability test to each Retail Investor.

The potential Retail Investor shall be responsible for providing the Company or the distributor with accurate information on his/her Financial Instrument Portfolio and investments in the Fund and other ELTIFs.

Retail Investors shall have the right to cancel their Commitment without penalty within two (2) weeks following the date on which they submitted their Subscription Agreement.

Notwithstanding the admission of a Unitholder by the Company, the Unitholder must comply with Eligible Investors status, the AML/CTF requirements, tax exchange provisions involving CRS (as defined herein) and the Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act (FATCA).

Unitholders have the right to joint ownership of the Fund's assets. By subscribing Units, Unitholders accept the terms of the Prospectus and the Management Regulations and any amendments thereof (subject in this case to the one-month free redemption right that could be granted by the Luxembourg regulator in case of material change to the Prospectus or Management Regulations).

For each Sub-fund, each of the Units is indivisible. The joint owners, as well as remaindermen and usufructuaries of Units shall be represented by a single person for dealing with the Company and Depositary. Unit rights may not be exercised unless the said conditions have been met.

An Investor or successor may not request that the Fund be liquidated or divided.

No annual general meetings of Unitholders shall be held.

### **11. Unit Classes**

The Board may decide to issue different Classes within each Sub-fund as further detailed in the relevant Sub-fund factsheet in Appendix I.

These types of Units may vary in terms of fee rate, reference currency, hedging policy, type of Investors (or in terms of any other distinctive features).

Units will be issued in registered form only and no Unit certificates shall be issued to Investors.

### **12. Unit Issue and Subscription Price**



By investing in the Fund, investors confirm having received a copy of the Management Regulations, the most recent audited financial statements, the most recent Prospectus, the Subscription Agreement and the documents incorporated by reference therein.

Commitments for subscriptions to Units in the various Sub-funds may be accepted by the Company on any Business Day, starting from the First Closing Day until the Final Closing Day, as further detailed in the relevant Sub-fund factsheet in Appendix I.

Direct subscriptions for Units in the various Sub-funds may be made on any Subscription Day, starting from the First Subscription Day until the Final Subscription Day, as further detailed in the relevant Sub-fund factsheet.

Commitments for subscriptions and/or direct subscriptions may be processed via the Transfer Agent in accordance with the provisions specified in the relevant Sub-fund factsheet in Appendix I.

The Company may appoint other institutions to receive Subscription Agreements, to be transmitted to the Transfer Agent for processing.

Investors shall receive, upon their admission to the Fund (and the relevant Sub-fund), written confirmation of their Commitment or subscription amount (as the case may be), including, among other things, information concerning the amount invested, the amount of the commissions applied (total and individual items), the class of Units assigned, the number of Units assigned, the unit value to which the same are subscribed)

Any subscription taxes, fees and charges are payable by the Investor. Any subscription fees are normally collected by Distributors, by the Company or the Transfer Agent, upon instruction from the Company.

#### **I. Offer Period and Subsequent Timeline**

Unless otherwise determined by the Company in its sole and absolute discretion or if otherwise disclosed in the Sub-fund's factsheet, applications for subscriptions may be made during the Initial Offer Period specified for each Class in the relevant Sub-fund factsheet in Appendix I (the "**Initial Offer Period**"). Any Initial Offer Period may be extended or terminated earlier by the Board acting in its sole discretion, provided that Investors shall be duly informed of such decision. The Board reserves the right to launch the relevant Sub-fund at a later date.

Each Sub-Fund has a duration specified in the relevant Sub-fund Factsheet in Appendix I. The Company may discretionarily decide to extend the duration of any Sub-fund according to the terms specified in the relevant Sub-fund Factsheet in Appendix I, to ensure a disposal of the assets of the relevant Sub-fund in the best interest of the Unitholders.

Unless otherwise provided for in the relevant Sub-fund factsheet in Appendix I, Investors may be admitted as Unitholders to the relevant Sub-fund as from the First Subscription Day or the First Closing Day (respectively the first Capital Call) (as the case may be) of the relevant Sub-fund and, to the extent applicable, at one or more subsequent closings (respectively, Capital Calls) or additional Subscription Days (if any) at the discretion of the Company, for a period of up to twelve (12) months after the First Subscription Day or the First Closing Day (as the case may be) of the relevant Sub-fund (the "**Subscription Period**"). Notwithstanding the above, the Company may decide that the Final Subscription Day or the Final Closing Day (as applicable), marking the end of the Subscription Period, shall be held at an earlier date, as the Company may determine in its sole discretion.

The Investment Period of the Sub-funds is specified in the Sub-fund Factsheet in Appendix I, and may be extended by the Company by an additional period, as specified in the relevant Sub-fund Factsheet in Appendix I.

#### **II. Initial Issue of Units**

Units will be allotted on the First Subscription Day or such other Subscription Day or following any Capital Call, as may be determined by the Company at the initial subscription price specified in the relevant Sub-fund factsheet in Appendix I (the "**Initial Subscription Price**"), plus any applicable subscription fee and charge.

If the Company is of the opinion that it is not in the interests of Investors or commercially viable to proceed with the launch of any Sub-fund, the Company may determine in its sole and absolute discretion to extend the Initial Offer Period of the Sub-fund(s) concerned or to not issue any Units.

#### **III. Initial Subscription Price**

The initial subscription price per Unit of each Class is the Initial Subscription Price as determined by the Company, plus any applicable subscription fee and charges, which may be waived by the Company or by the Distributors in their absolute discretion, and/or usual dealing charges, as further disclosed in the relevant Sub-fund factsheet in Appendix I. The Initial Subscription Price is made available at the registered office of the Company.

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

Without prejudice to minimal investment requirements laid out in the ELTIF Regulation, the Board will set and waive in its sole discretion a minimum initial investment amount and a minimum ongoing holding amount per Class in each Sub-fund for each registered Unitholder, to be specified in the relevant Sub-fund factsheet in Appendix I.

## **V. Methods of Communication**

For an Investor's application for Units of any Class, the original Subscription Agreement must be received by the Administrator in its capacity as the Fund's transfer agent before the applicable deadline specified in the relevant Sub-fund factsheet of Appendix I (if any). Subsequent applications, if available, for Units may be sent via the mean indicated within the most recent subscription pack (a copy of which may be obtained upon request from the Company or the Administrator) to and must be received by the Administrator in its capacity as the Fund's transfer agent before the applicable deadline specified in the relevant Sub-fund factsheet in Appendix I.

## **VI. Subsequent Subscriptions**

Unless otherwise provided for in the relevant Sub-fund factsheet in Appendix I, additional applications for subscriptions or commitments can be made during the Subscription Period on such Subscription Days as specified in the relevant Sub-fund factsheet in Appendix I for the Class concerned (or on such other days as the Board may from time to time determine), subject to any prior notice requirements as may be specified in the relevant Sub-fund factsheet in Appendix I. The Company may discontinue generally, or in respect of one or more specific jurisdictions where the Units are offered, the issue of new Units in any Sub-fund or Class at any time in its sole discretion and to the extent applicable.

The Company may set and waive in its discretion a minimum subsequent subscription amount, to be specified in the relevant Sub-fund factsheet in Appendix I.

The Company has the discretion to close the Sub-funds for subscriptions and/or Commitments as it considers appropriate.

## **VII. Unit Fractions**

Unit fractions may be issued up to three decimal places.

## **VIII. Prior Notice Requirements**

The Board may in its discretion refuse to accept any Subscription Agreements received after any relevant deadlines as specified in the relevant Sub-fund factsheet in Appendix I.

## **IX. Subscription Price Per Unit**

After the First Subscription Day, the subscription price per Unit of each Class (the "**Subscription Price**") shall correspond to the subscription price, if any, increased by any applicable initial subscription fee and charges, if any, if and as specified in the relevant Sub-fund factsheet in Appendix I. The Company may also decide, in its absolute discretion, to charge to the subsequent investors the fees already incurred on the Fund on a prorata basis (as defined in each relevant Sub-fund factsheet), on top of the Subscription Price.

Pursuant to the Management Regulations, the Company has discretion to increase the Subscription Price per Unit by the addition of appropriate fiscal and sales/dealing charges. The details of such subscription fee and charges will be disclosed in the relevant Sub-fund factsheet in Appendix I.

If Units are issued on a commitment-based approach, the determination of the Subscription Price and the relevant equalisation procedure (if any) will be detailed for each Sub-fund in the relevant factsheet in Appendix I.

## **X. Payment of Initial Subscription Price and Subscription Price**

The Initial Subscription Price and/or the Subscription Price of the Units must be received in cleared funds by the Depositary or its agent(s) (if any) in the Reference Currency of the Class concerned no later than the applicable dates specified (as provided for in the relevant Sub-fund factsheet in Appendix I or the Capital Call, as the case may be).

Unless otherwise specified in the relevant Sub-fund factsheet in Appendix I, no interest will be paid on payments received prior to the respective deadlines.

In case of investors who are in breach of their respective payment obligations toward the Company, they shall either not be admitted as Unitholders (to the extent applicable) or be applied certain remedy measures as further provided for in the relevant Sub-fund factsheet in Appendix I. Without prejudice to the foregoing, the Company has the right to request both judicial and extrajudicial recovery of the damages suffered in relation to the non-fulfilment of the payment obligations. The defaulting investor shall also be obliged to reimburse to the Fund or the Company any fees and costs directly incurred by the Fund or the Company in connection with the default.

The Company may, at its own discretion and in accordance with the Management Regulations and minimum investment requirements provided for by the ELTIF Regulation, accept securities complying with the investment policy of the Sub-fund(s) concerned, in exchange for Commitments payment if deemed in the interest of Unitholders.

For all securities accepted as payment for Commitments or subscriptions, to the extent legally or regulatorily required, the Company shall request an assessment report from the Auditor citing the quantity, denomination and valuation method adopted for such securities. The report shall also establish the total value of the securities expressed in the initial currency and that of the Sub-fund. The applicable exchange rate shall be the last available rate. Securities accepted as payment for Commitments or subscriptions are valued in accordance with the relevant provisions under chapter 15 "Net Asset Value". The Company reserves the right to refuse securities in exchange for subscription payment, at its own discretion and without justification.

Any costs incurred in connection with a contribution in kind of the securities will be borne by the subscribing Unitholder.

#### **XI. Acceptance of Subscriptions**

The Company reserves the right to accept or refuse any subscriptions in whole or in part. To the extent that any Investor is subject to any investment restrictions or limitations, these should be disclosed at the time of the applications.

#### **XII. Suspension of Subscriptions**

The Company will suspend the issue of Units of any Sub-fund or Class whenever the determination of the Net Asset Value of such Sub-fund or Class is suspended. The Company may also suspend the offer of Units at any time or from time to time either generally, or in respect of one or more jurisdictions in which the Units are offered.

#### **XIII. Irrevocability of Subscriptions**

Without prejudice to the right for Retail Investors to request the cancellation of their Commitment and Subscription Agreement in accordance with the provisions of Article 10 of this Prospectus, any Subscription Agreement shall be irrevocable and may not be withdrawn by any Investor in any circumstance.

#### **XIV. Luxembourg Anti-Money Laundering and Prevention of Terrorism Financing Regulations**

Pursuant to international rules and Luxembourg laws and regulations (comprising but not limited to the law of November 12, 2004 on the fight against money laundering and financing of terrorism, as amended) as well as circulars of the supervising authority, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes. As a result of such provisions, the registrar agent of a Luxembourg undertaking for collective investment must ascertain the identity of the Investors. Accordingly, the Administrator will require, pursuant to its risks based approach, Investors to provide proof of identity. In any case, the Administrator will require, at any time, additional documentation to comply with applicable legal and regulatory requirements.

Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorised persons unless if required by applicable laws and regulations.

In case of delay or failure by an Investor to provide the documents required, the Subscription Agreements may not be accepted and in case of redemption request (if any), the payment of the redemption proceeds and/or dividends may not be processed. Neither the Fund /the Company, nor the Administrator have any liability for delays or failure to process deals as a result of the Investor or the subscriber providing no or only incomplete documentation.

Unitholders may be, pursuant to the Administrator's risks based approach, requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations.

From time to time, Unitholders may be asked to supply additional or updated identification documents in accordance with clients' on-going due diligence obligations according to the relevant laws and regulations.

Where the Units are subscribed through an intermediary acting on behalf of its customers, enhanced due diligence measures will be undertaken in accordance with Article 3 of the CSSF Regulation N° 12-02.

### **13. Unit Redemption or Transfer**

In accordance with the ELTIF Rules and subject to the provisions of this Prospectus, a Unitholder cannot, on its own initiative, require the Fund to redeem its Units prior the term of each relevant Sub-fund. From the day following the term of any Sub-fund, investors may apply for redemption of all or any of their Units.

Notwithstanding the above, the Company may, with respect to any Sub-fund, decide to provide for a possibility for Unitholders to request early redemptions of their Units, in accordance with the ELTIF Rules and as further described, if applicable, in the relevant Sub-fund factsheet.

The Fund must redeem the Units on a compulsory basis if a Unitholder ceases to be, or is found not to be, an Eligible Investor or does not comply with the FATCA limitations, KYC requirements, AML/CTF requirements or any of the provisions of this Prospectus.

No distribution for redemption of Units may be made as a result of which the capital of the Fund would fall below the minimum capital amount required by the applicable law.

Subject to the restrictions provided for in this Prospectus and in the relevant Sub-fund factsheets in Appendix I with respect to Unit redemptions after the term of the Sub-fund, redemption applications shall respect the following procedure.

#### **I. Redemption Procedure**

Units may (subject to the provisions of the relevant Sub-fund factsheet in Appendix I) be redeemed at the Net Asset Value per Unit determined as at the redemption day (the "**Redemption Day**") in relation to which the redemption application has been accepted. If the value of a Unitholder's holding on the relevant Redemption Day is less than



the fixed amount which the Unitholder has applied to redeem, the Unitholder will be deemed to have requested the redemption of all of its Units.

Redemption applications must be sent to the Transfer Agent or other institutions appointed for this purpose in accordance with the provisions specified in the relevant Sub-fund factsheet in Appendix I. Valid applications must specify the number of Units to be redeemed and the relevant Sub-fund and class of Unit to be redeemed.

Investors should note that the Redemption Price (as defined below) and hence redemption proceeds payable on redemption may be affected by the fluctuations in value of the Sub-fund's underlying investments during the period between the submission of a redemption request and the date on which the Redemption Price is calculated.

## **II. Prior Notice Requirements**

The Company will, unless otherwise decided in its discretion refuse to accept any application for redemption received after the redemption deadline by which such application is due as specified in the relevant Sub-fund factsheet in Appendix I. Such applications will be dealt with on the next following Redemption Day.

## **III. Minimum Holding Amount**

The Company may at any time decide to compulsorily redeem all Units from any Unitholder whose holding is less than the minimum holding amount specified in the relevant Sub-fund factsheet in Appendix I. Before any such compulsory redemption or switching, each Unitholder concerned will receive one month's prior notice to increase his holding above the applicable minimum holding amount at the applicable Net Asset Value per Unit.

## **IV. Redemption Charge**

In each Class of each Sub-fund, a redemption charge payable to the Sub-fund, as set out in the relevant Sub-fund factsheet in Appendix I, may be charged or waived in whole or in part at the discretion of the Company, as specified in the relevant Sub-fund factsheet in Appendix I.

## **V. Redemption Price per Unit**

Subject to any restrictions provided for in the relevant Sub-fund factsheet in Appendix, in particular with respect to the potential closed-ended nature of any Sub-fund until its term, the redemption price per Unit of each Class (the "**Redemption Price**") is the Net Asset Value per Unit of such Class determined as at the Redemption Day on which the redemption application has been accepted, reduced by any applicable redemption charge, fees, taxes and stamp duties.

## **VI. Payment of Redemption Proceeds**

Payment of redemption proceeds will normally be made to the registered Unitholder following the redemption request provided that all relevant original redemption documentation has been received by the Transfer Agent. Redemption proceeds will be paid by bank transfer in the reference currency of the Sub-fund or Class (if different) within the number of Business Days- as indicated in the factsheet of each Sub-fund - following calculation of the Net Asset Value applicable to establish the amount of redemption unless otherwise provided in the relevant Sub-fund factsheet in Appendix I.

## **VII. Suspension of Redemptions**

Redemption of Units 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.

Subject to any restrictions provided for in the relevant Sub-fund factsheet in Appendix, in particular with respect to the potential closed-ended nature of any Sub-Fund until its term, the Company may, in the event that the amount of the redemption application(s) is equal to or higher than 10% of the Net Asset Value of the Sub-fund in question and if the Company deems that the redemption may be detrimental to the interests of the other Unitholders as a whole, if necessary, reserve the right to suspend the redemption application, or declare that part or all of such units for redemption will be deferred on a pro rata basis for a period that the Company considers to be in the best interests of the Fund. Nonetheless, the redemption application may in the meantime be revoked by the Unitholder, free of charge. Any redemption request received by the Company during any suspension will be satisfied as of the following Redemption Day after the suspension has been lifted using the relevant Net Asset Value as at that Redemption Day (subject to any applicable notification requirement), unless the request has been withdrawn prior to that day.

## **VIII. Irrevocability of Redemption Requests**

In normal circumstances, except in the event of a suspension of the determination of the Net Asset Value of the relevant Sub-fund or Class or deferral of a Unitholder's request, applications for redemptions of Units are irrevocable and may not be withdrawn by any Unitholder. In the event of such a suspension, the Unitholders of the relevant Sub-fund or Class, who have made an application for redemption of their Units, may give written notice to the Company that they wish to withdraw their application. Further, the Company may at its discretion, taking due account of the principle of equal treatment among Unitholders, decide to accept any withdrawal of an application for redemption.

## **IX. Compulsory Redemption**

The Company will have the right to compulsorily redeem Units of a Unitholder where the aggregate Net Asset Value of his Units is less than the minimum initial holding amount indicated in relevant Sub-fund factsheet in Appendix I and after giving one month prior notice to the Unitholder to increase his holding above the applicable minimum holding amount.

The Company shall have power to impose or relax the restrictions on any Units or Sub-fund (other than any restrictions on transfer of Units, but including the requirement that Units be issued only in registered form), but not necessarily on all Units within the same Sub-fund, as it may think necessary for the purpose of ensuring that no Units in the Fund or no Units of any Sub-fund in the Fund are acquired or held by or on behalf of:

- a) any person in breach of the law or requirements of any country or governmental or regulatory authority (if the Company shall have determined that the Company, the Fund, any investment adviser, any investment manager, any Unitholder or any Connected Person (as defined in the Management Regulations) would suffer any disadvantage as a result of such breach), or
- b) any person in circumstances which in the opinion of the Company might result in the Company, the Fund any investment advisor, any investment manager or the Unitholders incurring any liability to taxation or suffering any other pecuniary disadvantage which they might not otherwise have incurred or suffered, including a requirement for the Fund, the Company any investment adviser or any investment manager to register under any securities or investment or similar laws or requirements of any country or authority, or market timing and/or late trading practices, or
- c) any person who, in the opinion of the Company, does not qualify as an Eligible Investor.

The Company shall have the power to compulsorily redeem Units in the circumstances under a), b) and c) above.

The Company is also entitled to compulsorily redeem all Units of a Unitholder:

- a) where a Unitholder has transferred or attempted to transfer any portion of its Units in violation of the Prospectus and/or of the Management Regulations; or
- b) where any of the representations or warranties made by a Unitholder in connection with the acquisition of Units was not true when made or has ceased to be true; or
- c) where a Unitholder (i) has filed a voluntary petition in bankruptcy; (ii) has been adjudicated bankrupt or insolvent, or has had entered against it an order for relief, in any bankruptcy or insolvency proceeding; (iii) has filed a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (iv) has filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or (v) has sought, consented to or acquiesced in the appointment of a trustee, receiver or liquidator of such Unitholder or of all or any substantial part of the Unitholder's properties; or
- d) in any other circumstances in which the Company determines in its absolute discretion that such compulsory redemption would avoid material legal, pecuniary, tax, economic, proprietary, administrative or other disadvantages to the Fund.

## **X. Transfer of Units**

The Units acquired by the Investors may be transferred to other Investors or third parties for the entire duration of the Fund, including any extensions to it. Transfer of the Units is subject to prior authorization by the Company. The selling investor may sell the Units to be sold on condition that: (i) they meet the prerequisites to be considered Eligible Investors of the Fund, and (ii) the Company has approved that transfer. The procedure is available at the registered address of the Company and of any distributors.

### **14. Conversions**

Conversion between Sub-funds and/or Classes of Units shall not be possible.

### **15. Net Asset Value**

For each Sub-fund, the Net Asset Value of each Unit of each Class is established by the Administrator, according to a timescale set in the relevant Sub-fund factsheet in Appendix I, unless exceptional circumstances referred to under chapter 16 "Suspension of Net Asset Value calculation, subscription and redemption" below occur.

The Net Asset Value per Unit is expressed in the reference currency of the relevant Class.

The Net Asset Value per Unit is obtained by dividing the net assets attributable to the relevant Class by the number of outstanding Units of that Class.

#### **Definition of assets**

The Company shall establish total net assets for each Sub-fund.

The Fund constitutes a single entity. Nonetheless, it should be noted that in the relations between Unitholders, each Sub-fund is considered as a separate entity composed of a group of separate assets with their own objectives and represented by one or more separate Classes. Moreover, with regards to third parties, and more precisely in regards to the Fund's creditors, each Sub-fund shall bear exclusive responsibility for its own commitments.

In order to establish the different groups of net assets:

- a) if a Sub-fund issues two or more Classes, the assets attributable to such Classes shall be invested in common pursuant to the specific investment objective, policy and restrictions of the Sub-fund concerned;
- b) within any Sub-fund, the Company may determine to issue Classes subject to different terms and conditions, including, without limitation, Classes subject to (i) a specific distribution policy entitling the holders thereof to dividends or no distributions, (ii) specific subscription and redemption charges, (iii) a specific fee structure (iv) a specific hedging policy and/or (v) other distinct features;
- c) the net proceeds from the issue of Units of a Class in relation to a specific Sub-fund are to be applied in the books of the Fund to that Class and the assets and liabilities and income and expenditure attributable thereto are applied to such Class subject to the provisions set forth below;
- d) where any income or asset is derived from another asset, such income or asset is applied in the books of the Fund to the same Sub-fund or Class as the asset from which it was derived and on each revaluation of an asset, the increase or diminution in value is applied to the relevant Sub-fund or Class;
- e) where the Fund incurs a liability which relates to any asset of a particular Sub-fund or Class or to any action taken in connection with an asset of a particular Sub-fund or Class, such liability is allocated to the relevant Sub-fund or Class;
- f) if any asset or liability of the Fund cannot be considered as being attributable to a particular Sub-fund or Class, such asset or liability will be allocated to all the Sub-funds or Classes pro rata to their respective Net Asset Values, or in such other manner as the Company, acting in good faith, may decide; and
- g) upon the payment of distributions to the holders of any Class, the Net Asset Value of such Class shall be reduced by the amount of such distributions.

The assets of each Sub-fund are valued as of each Valuation Day, as defined in the relevant Sub-fund factsheet in Appendix I, as follows:

- a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable and payables, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received shall be deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such discount as the Company may consider appropriate in such case to reflect the true value thereof;
- b) liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis;
- c) the value of securities and/or financial derivative instruments which are quoted, traded or dealt in on any stock exchange (including quoted securities of closed-ended underlying funds) shall be based on the latest available closing price or, if not available or otherwise inaccurate, as quoted by an independent broker and each security traded on any other regulated market, shall be valued in a manner as similar as possible to that provided in relation to quoted securities;
- d) for non-quoted securities or securities and/or financial derivative instruments not traded or dealt in on any stock exchange or other regulated market (including non-quoted securities of closed-ended underlying funds), as well as quoted or non-quoted securities on such other market for which no valuation price is readily available, or securities for which the quoted prices are, in the opinion of the Company, not representative of the fair market value, the value thereof shall be determined prudently and in good faith by the Company either in accordance with the International Private Equity and Venture Capital Guidelines, Edition December 2014 (as may be amended or reissued from time to time) or on the basis of foreseeable sales prices;
- e) securities issued by any open-ended or closed-ended underlying funds (whether or not quoted on a stock exchange) shall be valued based on their last available net asset value or price, whether estimated or final, as reported or provided by such funds or their agents; for those open-ended underlying funds for which a single net asset value is calculated and which are also listed on a stock exchange, the price used will be the single net asset value as reported or provided by such funds or their agents, whether estimated or final, and not the ones listed on a stock exchange. This net asset value may differ from that quoted on the relevant stock exchange; and
- f) the liquidation value of forward or options contracts not traded on exchanges or on other organised markets shall mean their net liquidation value determined, pursuant to the policies established or approved by the Company, on a basis consistently applied for each different variety of contracts. The liquidation value of forward or options contracts traded on exchanges or other organised markets shall be based upon the last available settlement prices of these contracts on exchanges and organised markets on which the particular contracts are traded on behalf of the Fund; provided that if a forward or options contract could not be liquidated on the day with respect to which the

net asset value is being determined, the basis for determining the liquidation value of such contract shall be such value as the Company may deem fair and reasonable;

- g) all other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Company.

The valuation of all the instruments specified above under item at letter d) could be delegated to the External Valuer appointed by the Board.

The assignment, renewal and revocation of the mandate given to External Valuer are approved by the Board.

The External Valuer shall submit to the Company, in accordance with applicable laws and regulations, of a report estimating the value of financial instruments that are part of the fund assets ("**Valuation Reports**"), on the terms agreed with the Company.

Without prejudice to the assignment as given above, the Board may assign duties to parties other than the External Valuer to support the work of the same in relation to specific matters.

In preparing in the previous Valuation Reports, the External Valuer will apply the assessment criteria mentioned above.

Whilst the Company reserves the right to use published final valuations using the latest available published price in respect of each investment in order to calculate the Net Asset Value, in view of the limited frequency with which such valuations may be provided, and the delays in obtaining such information, the Company also reserves the right to use more recent valuations where this is considered appropriate. Such valuations may be based on an estimate of a more recent price of any unit or share in an underlying fund in which the Fund invests obtained from or calculated on the basis of more recent information received from the underlying fund or any of its service providers or agents. Consequently valuations in respect of the Units may be based largely or entirely on estimates.

To the extent that the Company considers that it is in the best interests of the Unitholders given the size of a Sub-fund or Class, prevailing market conditions and/or the level of Commitments and redemptions in the Sub-fund or Class, the net asset value of the Sub-fund or Class may be calculated on a bid offer spread basis for Unit issues and redemptions using securities bid or offer prices and adjusted in respect of any dealing charges and sales commissions.

The value of assets denominated in a currency other than the reference currency of a Sub-fund or Class (if different) shall be determined by taking into account the rate of exchange prevailing at the time of the determination of the net asset value.

In instances where the value of an investment cannot be determined in accordance with the valuation procedures specified above or in instances where the Company or its agents determines that it is impracticable or inappropriate to determine the value of an asset or amount of a liability in accordance with the above procedures, the price will be a fair and reasonable value as determined in good faith and on a prudent basis in such manner as the Company or its agents may prescribe in accordance with the accounting procedures applicable to the Fund.

The Board of Directors will exercise its reasonable judgment in determining the values to be attributed to assets and liabilities.

With regard to the protection of investors in case of net asset value calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to the Fund, the Board of Directors intends to comply with the principles and rules set forth in CSSF Circular 02/77 of 27 November 2002.

#### **16. Suspension of Net Asset Value calculation, subscriptions and redemptions**

- I. The Company is authorised to temporarily suspend calculation of the Net Asset Value per Unit of one or more Sub-funds, as well as processing Commitment and Subscription Agreements and redemptions of Units of the said Sub-funds, in the following cases:
- a) when, in the reasonable opinion of the Company or the Investment Manager, a fair valuation of the investments of the Fund is not practicable for reasons beyond the control of the Company or the Investment Manager;
  - b) during the existence of any state of affairs which constitutes an emergency, in the opinion of the Company, or when, as a result of political, economic, military, terrorist or monetary events or any circumstances outside the control, responsibility and power of the Company acting on behalf of the Fund, disposal of the underlying assets of such Sub-fund(s) is not reasonably practicable without being seriously detrimental to Unitholders' interests or if, in the opinion of the Company, a fair price cannot be calculated for those assets;
  - c) during any breakdown in the means of communication normally employed in determining the price or value of any of such Sub-fund(s)'s investments
  - d) if the Fund or a Sub-fund is being or may be wound up, liquidated or merged, from the date on which the Company has decided or the notice is given of a proposed resolution to that effect;
  - e) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Units or during which any transfer of funds involved in the realisation or acquisition

of investments or payments due on redemption of Units cannot, in the opinion of the Company, be effected at normal rates of exchange;

The Company may, in any of the cases listed above, also suspend the issue and/or redemption of Units without suspending the calculation of the Net Asset Value.

If required by law, a notice of the beginning and of the end of any period of suspension will be sent to the Unitholders or published in a newspaper or via any other media as may be decided by the Company from time to time.

Any suspension declared shall take effect at such time as the Company shall declare which may be at any time prior to, during or after the relevant Valuation Day, and shall continue until the Company declares the suspension to be at an end.

Notice will likewise be given to any applicant or Unitholder as the case may be applying for purchase or redemption of Units in the Sub-fund(s) concerned. Upon suspension of the calculation of the Net Asset Value, existing Unitholders may give notice that they wish to withdraw their request for redemption of Units, as applicable, in respect of any Redemption Days affected by the suspension. If no such notice is received by the Company, applications for redemption will be dealt with on the first Redemption Day following the end of the period of suspension at the Redemption Price per Unit then prevailing. The Company reserves the right to withhold payment from persons whose Units have been redeemed prior to such suspension until such suspension is lifted.

- II. The Company is authorised to temporarily suspend calculation of the Net Asset Value per Unit of one or more Sub-funds, as well as redemptions of Units of the said Sub-funds, in exceptional circumstances that may adversely affect the interests of the Unitholders, or in the event of too many requests of redemption of the Units of a given Sub-fund, the Company reserves the right to establish the value of the said Sub-fund only after having sold the required assets on behalf of the Sub-fund. Under these circumstances, pending redemption request shall be processed based on the first Net Asset Value thus calculated.

### **17. Income distribution**

The Company decides how to allocate the annual net profit of the Fund based on year-end accounts as at 31 December of each year.

The Company reserves the right to distribute the net assets of each Sub-fund in accordance with the ELTIF Regulation. The distribution policy of each Sub-fund is described in the relevant Sub-fund factsheet in Appendix I. The nature of the distribution shall be disclosed in the financial reports.

The Company may distribute interim dividends, within the limits provided by law.

Dividends and interim dividends shall be paid at a time and place established by the Company.

Dividends and interim dividends distributed but not collected by the Investor within five years of payment are no longer payable to Investor and shall be paid to the corresponding Sub-fund.

Dividends held by the Depositary on behalf of Unitholders in the respective Sub-funds shall not bear any interest.

### **18. Charges, expenses and costs borne by the Fund**

18.1. Each Sub-fund shall remunerate the Company for its services in the form of a management fee, payable as indicated in the relevant Sub-fund factsheet.

The Company will also charge the Fund with a maximum annual fee of 0.33% of the net assets of the Fund for the administrative and organisational services the Company and BNP Paribas Securities Services, Luxembourg branch render to the Fund.

18.2. The following expenses, if applicable and incurred, shall be borne by the Fund:

- set up fees, including expenses for its establishment, and authorisation from the competent authorities, costs for preparation, translation, printing and distribution of reports, as well as any other document required by law and regulations in force in the countries in which the Fund is traded (where applicable);
- registration tax calculated and payable on a quarterly basis based on the net asset value determined at the end of each quarter, as well as amounts due to supervisory authorities;
- all taxes and duties due by the Fund;
- trading costs, fees and expenses deriving from transactions involving the Sub-funds' portfolio;
- extraordinary costs arising in particular from assessments or procedures aimed at protecting the interest of Investors;
- expenses for the publication of the net asset value and all notices to Investors;
- expenses linked to the membership (for the account) of the Fund in trade associations, including those linked to the participation on behalf of the Fund to such trade associations' meetings and conferences;



- expenses incurred for the IT, software licenses and database and info provider systems specifically used for the management of the Fund;
- expenses for external risk level assessment and reporting;
- auditor's fees;
- management fees paid to the Company;
- fees paid to the Depositary amounting to an aggregate average fee of 0.008% of the Fund's net assets: this fee may differ from that effectively applied to each individual Sub-fund according to its net assets;
- any distribution and marketing costs (including those for the Fund advertising campaigns) up to a monthly maximum of 0.053% of net assets;
- fees paid to the Depositary and the Administrator (including in its capacity as Registrar, Transfer Agent and Paying Agent of the Fund) with a maximum of 0.35% p.a. and per Sub-fund. In addition, the Depositary and the Administrator are entitled to be reimbursed by each Sub-fund for their reasonable out-of-pocket expenses and disbursements, including for the Depositary charges of any correspondents;
- fees paid to the External Valuer;
- fees paid to the Investment Manager;
- any Investment Advisor fees;
- publication costs for notices to Unitholders in the countries where the Fund is traded;
- expenses linked to legal and tax advisers' fees borne in the interest of the Fund;
- the costs and expenses connected with the execution of insurance policies contracted exclusively on behalf of the Fund;
- financial charges related to temporary loans undertaken in the interest of the Fund;

All general expenses described above borne by the Fund are preliminarily deducted from the Fund's current earnings and, if these prove insufficient, from realised capital gains and, where necessary, from Fund assets.

The overall ratio of the costs to the capital of the Fund will be no higher than 5%.

18.3. The following expenses shall be borne by the Company:

- expenses for the day to day running of its operations;
- fees of the Company's auditors; and
- all costs and disbursements incurred by the Fund or external costs incurred by the Company in connection with investments which do not proceed to completion, provided that such expenses shall however be reverted by the Company on the Investment Manager of the Fund.

The exact level of fees and expenses charged to the Fund will be disclosed in the Fund's annual financial statements.

## **19. Financial year**

The Fund's financial year ends on 31 December of each year.

## **20. Financial statements and reports**

The Fund shall publish annual financial statements as of 31 December of each year. The financial report shall be available, within four months from the end of the period to which it relates, to Unitholders at the registered offices of the Company and the Depositary. The semi-annual report shall be available, within two months from the end of the period to which it relates, to Unitholders at the registered offices of the Company and the Depositary. The latest annual and semi-annual reports shall be provided to investors upon request and free of charge

The Net Asset Value of each Sub-fund Unit is available in Luxembourg at the registered offices of the Company.

Any changes to the Management Regulations are filed with the Luxembourg Register of Commerce and Companies and their publication in the RESA is made by way of a notice advising of the deposit of the document with the Register of Commerce and Companies.

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 Provisions and the Law.

## **21. Management regulations**

The rights and duties of Unitholders as well as those of the Company and the Depositary are established by the Management Regulations.

The Company may, subject to the CSSF's authorisation, amend the Management Regulations.

Any changes to the Management Regulations shall be filed with the Register of Commerce and Companies. Unless otherwise provided for by the Company, such changes shall enter into effect on the day the amendments are filed with the Register of Commerce and Companies.

## **22. Duration, merger, liquidation and closure of Fund or of Sub-funds or of a Class**

### **I. The Fund**

The Fund is established for an unlimited duration.

Unitholders, their successors, and any other beneficiaries may not demand the dissolution or division of the Fund, unless if their redemption requests have not been honoured with one year of their presentation, in accordance with the provisions of Article 18.4. of the ELTIF Regulation.

The Fund may be dissolved at any time by resolution of the Company. Notice thereof will be published in the RESA and, to the extent required by law, in two newspapers, one of which at least must be a Luxembourg newspaper. No Units may be issued after the date of such decision of the Company. The Company will, however, not be precluded from redeeming or, if permitted, switching all or part of the Units of Unitholders, at their request, at the applicable Net Asset Value (taking into account actual realisation prices of investments as well as realisation expenses in connection with such dissolution), as from the date on which the resolution to dissolve the Fund has been taken until its effectiveness, provided that such redemption does not affect the equal treatment among Unitholders.

In the event of the liquidation of the Fund, the Company shall realise the assets of the Fund in the best interests of the Unitholders, and the Depositary shall distribute the net liquidation proceeds, after deduction of liquidation charges and expenses, to the Unitholders in the proportion of the respective rights of each Class, all in accordance with the instructions of the Company.

Liquidation proceeds that could not be distributed to the persons entitled thereto at the close of liquidation shall be deposited with the *Caisse de Consignation* (or CDC) in Luxembourg until the applicable prescription period shall have elapsed.

### **II. The Sub-funds**

Each Sub-fund is launched for a duration set-out in the relevant Sub-fund factsheet in Appendix I.

A Sub-fund or a Class may be terminated by decision of the Company if the Net Asset Value of a Sub-fund or a Class does not reach or fall below a level that the Board deems to make its management overly difficult, or in the event of special circumstances beyond its control, such as political, economic, or military emergencies, or if the Company should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Sub-fund or a Class to operate in an economically efficient manner, and with due regard to the best interests of Unitholders, that a Sub-fund or a Class should be terminated. In such event, the assets of the Sub-fund or the Class shall be realized, the liabilities discharged and the net proceeds of realization distributed to Unitholders in proportion to their holding of Units in that Sub-fund or Class and such other evidence of discharge as the Company may reasonably require. This decision will be notified to Unitholders as required. No Units shall be redeemed after the date of the decision to liquidate the Sub-fund or a Class. Assets, which could not be distributed to Unitholders upon the close of the liquidation of the Sub-fund concerned, will be deposited with the *Caisse de Consignation* in Luxembourg on behalf of their beneficiaries.

If allowed by applicable laws, a Sub-fund or a Class may merge with one or more other Sub-funds or Classes in the above mentioned circumstances by decision of the Company. This decision will be notified to Unitholders as required. Each Unitholder of the relevant Sub-fund or a Class shall be given the option, within a period to be determined by the Company, but not being less than one month, and specified in said notice, to request free of any redemption charge either the repurchase of its Units or the exchange of its Units against Units of any Sub-fund or a Class not concerned by the merger. If allowed under applicable laws, a Sub-fund may be contributed to another Luxembourg investment fund or an investment fund established in the European Economic Area and subject to equivalent supervision by decision of the Company in the event of special circumstances beyond its control, such as political, economic, or military emergencies, or if the Company should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Sub-fund to operate in an economically efficient manner, and with due regard to the best interests of Unitholders, that a Sub-fund should be contributed to another fund. This decision will be notified to Unitholders as required. Each Unitholder of the relevant Sub-fund shall be given the possibility within a period to be determined by the Company, but not being less than one month, and specified in said notice, to request, free of any redemption charge, the repurchase of its Units. At the close of such period, the contribution shall be binding for all Unitholders who did not request redemption. When a Sub-fund is contributed to another investment fund, the valuation of the Sub-fund's assets shall be verified by an auditor who shall issue a written report at the time of the contribution, to the extent legally or regulatory required.

If the Company determines that it is in the interests of the Unitholders of the relevant Sub-fund or Class or that a change in the economic or political situation relating to the Sub-fund or Class concerned has occurred which would justify it, the reorganization of one Sub-fund or Class, by means of a division into two or more Sub-funds or classes of the Fund may take place if allowed under applicable laws. This decision will be notified to Unitholders as required. The notification will also contain information about the two or more new Sub-funds or Classes. The notification will be made at least one month before the date on which the reorganization becomes effective in order to enable the Unitholders to request the sale of their Units, free of charge, before the operation involving division into two or more Sub-funds or Classes becomes effective.

### **23. Legal action**

All disputes regarding enforcement of the Management Regulations shall be governed by Luxembourg law and subject to the jurisdiction of the District Court of Luxembourg.

According to EU regulation 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, a judgement given in a Member State of the European Union shall, if enforceable in that Member State, in principle (a few exceptions are provided for in EU Regulation 1215/2012) be recognised in the other Member State of the European Union without any special procedure being required and shall be enforceable in the other Member States of the European Union when, on the application of any interested party, it has been declared enforceable there.

### **24. Tax treatment**

#### **I. Taxation**

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

The following is based on the Company's understanding of certain aspects of the law and practice currently in force in Luxembourg. There can be no guarantee that the tax position at the date of this Prospectus or at the time of an investment will endure indefinitely.

#### **II. Taxation of the Fund**

The Fund is not subject to any taxes in Luxembourg on income or capital gains. The Fund is only subject tax to a subscription tax (*taxe d'abonnement*) levied at a rate of 0.01% per annum, based on the Net Asset Value of each Sub-fund at the end of the relevant quarter, calculated and paid quarterly.

#### **III. Withholding tax**

Interest and dividend income received by the Fund may be subject to non-recoverable withholding tax in the country of origin. The Fund may further be subject to tax on the realised or unrealised capital appreciation of its assets in the country of origin.

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

#### **IV. Taxation of the Investors**

From a Luxembourg tax perspective, the Fund as a co-ownership between the Investors without legal personality, is in principle fully tax transparent. Investors in the Fund will be subject to tax on the income and capital gains derived from the investment in accordance with the laws in force in their country of residence.

Under current legislation, Investors are not subject to any capital gains, income or withholding tax in Luxembourg except for those domiciled, resident or having a permanent establishment in Luxembourg.

As a matter of administrative practice, capital gains derived from the Fund by Unitholders domiciled, resident or having a permanent establishment in Luxembourg are not subject to tax in Luxembourg if realized at least six (6) months after the subscription or purchase of the units and provided that the investment in the Fund does not represent a substantial shareholding, unless the Investor claims the strict application of the tax transparency of the Fund and will be regarded as having realized the profits and losses on the underlying investment in the Fund. The Investors are deemed realizing themselves the profits and losses of the Fund at the time the Fund realized them. Distributions made by the Fund will be subject to income tax.

Non-Luxembourg residents are not subject to any capital gains, income or withholding tax unless not protected by a tax treaty, who hold through the Fund more than 10% of a Luxembourg company and have their units in the Fund redeemed less than 6 months after subscription of the units in the Fund.

The Fund collects the income generated after deduction of any withholding tax in the relevant countries. From a Luxembourg tax perspective, any potential entitlement to reduction in the rate of applicable withholding taxes



depends on the status of the Investors, as the Fund is a co-ownership between the Investors. Where an Investor is exempt from tax in his/her/its country of residence, or is eligible for treaty relief under a double tax treaty concluded between his/her/its country of residence and the country where the security is located, it may be possible to obtain a full or partial refund of his/her/its proportionate share of the withholding tax suffered by the Fund.

## **V. Automatic Exchange of Information**

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

The Euro-CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("**CRS Law**"). The CRS Law requires Luxembourg financial institutions to identify financial assets holders and establish if they are fiscally resident in countries with which Luxembourg has a tax information sharing agreement. Luxembourg financial institutions will then report financial account information of the asset holder to the Luxembourg tax authorities, which will thereafter automatically transfer this information to the competent foreign tax authorities on a yearly basis.

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

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

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

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

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

### **25. Document for inspections**

The following documents:

- Articles of Association of the Company;
- Prospectus;
- Management Regulations;
- Depositary Agreement between the Company and Depositary;
- Central Administration Agreement between the Company and the Administrator; and
- The Fund financial statements and reports; shall be available at the registered office of the Company, where Investors may obtain free copies of the Management Regulations, Prospectus and financial statements and reports.

Any information which the Company is under a mandatory obligation (i) to make available to investors before investing in the Fund, including any material change and updates of this Prospectus essential elements as well as requirements of the Article 21 of the AIFM Law, or (ii) to disclose (periodically or on a regular basis) to investors (each such information under (i) or (ii) shall be validly made available or disclosed to investors via and/or at any of the legally acceptable information means listed in the Management Regulations.

## **26. Procedures for amending the Prospectus**

The Company is authorised to amend any provision of the Prospectus, provided such changes are not material to the structure and/or operations of the Fund and its Sub-funds, as the case may be, as determined by the Company at its sole but reasonable discretion and subject to the prior approval of the CSSF. In such case, the Prospectus will be amended and the Unitholders will be informed thereof, for their information purposes only. For the avoidance of doubt, Unitholders will not be offered the right to request the cost-free redemption of their Units prior to such changes becoming effective. As a matter of example, this Prospectus may notably be amended by the Company without the right for Unitholders to request a cost-free redemption of their Units if such amendment is intended:

- a) to change the name of the Fund and/or the name of the Sub-fund;
- b) to acknowledge any change of the Depositary, Administrator, Registrar and Transfer Agent, Paying Agent, the Auditor;
- c) to implement any amendment of the law and/or regulations applicable to the Fund, the Sub-fund, the Company and their respective affiliates;
- d) as the Company determines in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Unitholders, so long as such amendment does not materially and adversely affect the Unitholders, as determined by the Company in its sole discretion;
- e) to correct any printing, typing or secretarial error and any omissions, provided that such amendment not adversely and significantly affect the interests of the Unitholders or update any factual information;
- f) to make any other change which is for the benefit of, or not materially adverse to the interests of the Unitholders of the Fund; and
- g) to reflect the creation of additional Sub-funds within the Fund.

The Company is authorised to make other amendments to the provisions of the Prospectus (such as the change of the fee structure of the Fund or the Sub-fund or the change of the investment policy of the Sub-funds), subject to the approval of the CSSF, provided that such changes shall only become effective and the Prospectus amended accordingly, in compliance with the Law.

If the laws and regulations applicable to the Fund or having an impact on the Fund's operation change (either at Luxembourg level or European level) and such changes require compulsory amendment to the structure of the Fund or its operations, then the Company shall be authorized to amend any provision of this Prospectus, subject to the prior approval of the CSSF. In such case, and provided that such compulsory amendment to the structure or the operations of the Fund does not require the involvement of the Unitholders of the Fund or the Sub-fund, then the Prospectus will be updated and the Unitholders will be informed thereof, for their information purposes only without any other involvement in the decision making process prior to the effectiveness of the above mentioned amendment. For the avoidance of doubt, in this case, the Unitholders will not be offered the right to request redemption of their Units.

## **27. Fair and preferential treatment**

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

The Company will adopt such provisions as necessary to prevent any preferential treatment or economic advantage to one or more Unitholder(s) and ensure that any preferential treatment which might occur to a Unitholder will not result in an overall material disadvantage to other Unitholders.

Notwithstanding the foregoing paragraph, it cannot be entirely excluded that a Unitholder be given a preferential treatment in the meaning of, and to the widest extent allowed by, the Management Regulations. Whenever a Unitholder obtains preferential treatment or the right to obtain preferential treatment, a description of that preferential treatment, the type of Unitholders who obtained such preferential treatment and, where relevant, their legal or economic links with the Fund or the Company will be made available at the registered office of the Company within the limits required by the AIFM Law and the ELTIF Rules.

## **28. Conflicts of interest**

The Company shall act in the best interests of the Fund. The Fund shall not invest in an Eligible Investment Asset in which the AIFM has or takes a direct or indirect interest, other than by holding units or shares of the ELTIFs, EuSEFs or EuVECAs that it manages.

According to the AIFM Directive and Commission Regulation, the Company shall take the reasonable steps to identify conflicts of interest that arise in the course of managing the Fund between the Company (including its managers, employees or any person directly or indirectly linked to the Company by control) and the Fund or its Investors, the Fund or its Investors and another client of the Company (including another alternative investment fund, a UCITS or their investors), and two clients of the Company.

The Company shall 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 Company shall 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 Company shall 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 Company 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 Company 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 Company and that this information will not be addressed personally to them.

### **29. Historical performances**

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

### **30. Execution policy**

Appropriate information on the execution policy referred to in Article 28 of the Commission 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 Company.

### **31. Voting strategies**

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

### **32. Remuneration**

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

The full remuneration policy of the Company is also made available to the Investors on their request at the registered office of the Company.

### **33. Inducements**

According to the AIFM Directive and the Commission Regulation, when the Company, 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 Company shall 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 Company'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 Company, and that the Company commits to disclose further details at the request of the Investors.

### **34. Investment in securitization positions**

If specifically provided in the relevant Sub-fund factsheet in Appendix I, a Sub-fund may invest in securities positions. To the extent provided by the AIFM Directive and by the Commission Regulation, when the Company on behalf of the Fund invests in securities positions in the meaning of the AIFM Provisions, 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 Company.

### **35. Use of securities financing transactions**

If specifically provided in the relevant Sub-fund factsheet in Appendix I, a Sub-fund may use securities financing transactions as defined in Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse.

### **36. Data Protection**

In compliance with the Luxembourg applicable data protection laws and regulations, including but not limited to the Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), as such applicable laws and regulations may be amended from time to

time (collectively hereinafter referred to as the "**Data Protection Laws**"), the Company, acting as data controller (the "**Data Controller**") processes information concerning Investors (the "**Personal Data**") and other related natural persons (together the "**Data Subject**") in the context of the investments in the Fund. The term "processing" in this section has the meaning ascribed to it in the Data Protection Laws.

Detailed data protection information is contained in the privacy notice and available at <http://www.azimut-group.com/international-presence/az-fund-management/privacynotice.pdf> in particular in relation to the nature of the Personal Data processed by the Data Controller and its delegates, service providers or agents, such as (but not limited to) the Auditor, the Global Distributor, other entities directly or indirectly affiliated with the Company and any other third parties who process the Personal Data for providing their services to the Company, acting as data processors (collectively hereinafter referred to as "**Processors**"), the purposes and the legal basis for processing, recipients, safeguards applicable for transfers of Personal Data outside of the European Union and the rights of Data Subjects under certain conditions set out by the Data Protection Laws and/or by applicable guidelines, regulations, recommendations, circulars or requirements issued by any local or European competent authority, such as the Luxembourg data protection authority (the *Commission Nationale pour la Protection des Données* – "**CNPD**") or the European Data Protection Board (including the rights to access to or have Personal Data about them rectified or deleted, ask for a restriction of processing or object thereto, right to portability and right to withdraw consent after it was given, etc.) and how to exercise them.

The full information notice is also available on demand by contacting the Company at [privacy@azfund.com](mailto:privacy@azfund.com).

To exercise the above rights and/or withdraw his/her consent regarding any specific processing to which he/she has consented, the Data Subject may contact the Company at the following address: Azimut Investments S.A. 35, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg.

In addition to the rights listed above, should a Data Subject consider that the Company does not comply with the Data Protection Laws, or has concerns with regard to the protection of his/her Personal Data, the Data Subject is entitled to lodge a complaint with the relevant data protection supervisory authority, i.e. in Luxembourg the CNPD.

### **37. Complaints**

The Company has established procedures and arrangements for dealing with complaints submitted by retail investors pursuant to CSSF Regulation 16/07 relating to out-of-court complaint resolution. Investors may file complaints to the Company by contacting the Company's board of directors at the Company's registered office.

The applicable distributor or sub-distributor will make available facilities to receive investor complaints and will in particular ensure that a retail investor's complaints may be made in one of the official languages of the retail investor's EU member state (if applicable).

### 1. AZ ELTIF – OPHELIA

#### INVESTMENT POLICY

##### Investment objectives

The main objective of AZ ELTIF – OPHELIA (the "**Sub-fund**") is to achieve capital appreciation within defined risk parameters and to provide superior risk-adjusted return consistently over time on capital provided by Investors, by investing directly or indirectly in European entities and in any other types of investments permitted under the ELTIF Rules within the limits set forth below, with a focus on non-financial Italian small and medium-sized enterprises (SMEs).

Eligible Investment Assets shall include equity, equity related and quasi-equity securities (such as convertibles) issued by Qualifying Portfolio Undertakings, and loans granted to them with the aim to boost European long-term investments in the real economy. As such, the Sub-fund qualifies as an ELTIF pursuant to the ELTIF Rules.

The Sub-fund shall only make investments which comply with the requirements of ELTIF Rules as further described in chapter 3 of the main part of the Prospectus. The Sub-fund shall as soon as practicable and in the interest of the Unitholders seek disposal of any asset which does not qualify with these requirements. Such disposal of assets shall comply with provisions of Article 21 of the ELTIF Regulation.

The investment and disinvestment decisions remain with Company and/or the appointed Investment Manager.

The Investment Period of the Sub-fund will start on the First Subscription Day and will end on the 4<sup>th</sup> (fourth) anniversary of the First Subscription Day. Thereafter, the Portfolio Management Period (defined as the period where the investment limits stated below under "Investment strategy and restrictions" are in force) lasts 5 (five) years and will end on the date which falls on the ninth (9<sup>th</sup>) anniversary from the First Subscription Day (the "**End of the Portfolio Management Period**").

As from the End of the Portfolio Management Period, the Company will start the phase of divestment of the portfolio, which shall last twelve (12) months and following which the Sub-fund shall be terminated, unless extended by an additional period of twelve (12) months, which may be renewed up to two (2) additional times by the Company, taking into account the best interests of the Unitholders, and subject to approval by the CSSF. A detailed schedule will be adopted at the latest one year before the Sub-fund's termination date, in accordance with article 21 of the ELTIF Regulation.

The objective of the Sub-fund is to obtain Total Subscriptions of the Target Amount of approximately two hundred million euros (EUR 200,000,000.-).

##### Investment strategy and restrictions

To the extent of consistency with its investment objectives and risk parameters, various types of securities and financial instruments will directly or indirectly be purchased and sold by the Sub-fund. For avoidance of any doubt, the securities and financial instruments purchased by the Sub-fund could be sold during both the Investment Period and the Portfolio Management Period.

In accordance with ELTIF Rules and the main part of the Prospectus, the Sub-fund shall apply the following investment strategy and restrictions:

- i. The Sub-fund invests at least 70% and up to 100% of its Capital in equity, equity related and quasi-equity (including convertibles) issued by non-financial Italian SMEs which qualify as Qualifying Portfolio Undertakings (as defined in this Prospectus and the ELTIF Rules) (the "**Target Companies**") and loans granted to such Target Companies.
- ii. Subject to the investment restriction set forth under (i) above, at least 70% of the Sub-fund's Capital shall be invested in Eligible Investments Assets which are residing in the territory of the Italian State in accordance with Article 73 of the Income Tax Consolidation Act, as set out in Presidential Decree No. 917 of the 22nd of December 1986, or in Member States of the European Union or in States party to the Agreement on the European Economic Area with permanent establishments within the State territory, not listed in FTSE MIB and FTSE MID cap or in equivalent indices of other regulated markets.
- iii. The Sub-fund targets to acquire minority stake in the capital of the Target Companies and the Sub-fund may also residually co-invest with other funds.
- iv. The Sub-fund may invest no more than 20% of its Capital in financial instruments and deposits issued by the same issuer (or any other entities within the same issuer's group).
- v. The Sub-fund may grant loans to the benefit of a Target Company or other Qualifying Portfolio Undertakings invested by the Sub-fund, provided that the aggregate investment in that Target Company or other Qualifying



Portfolio Undertakings do not exceed 10% of the Sub-fund's Capital.

- vi. Without prejudice to the limits and prohibitions set forth in the ELTIF Rules, the portion of the Sub-fund's Capital not invested as set forth above may be invested:
- in debt securities and money market instruments issued by Italian corporations, without rating constraints;
  - in cash and cash equivalent, up to 20% of the Sub-fund's Capital.

The investment limits specified above will apply only after the end of the Investment Period.

The Sub-fund does not intend to borrow any cash as part of its investment strategy.

The Sub-fund is prohibited from investing in:

- real estate and / or real estate companies;
- commodities;
- companies that do not respect human rights or that produce, distribute or are involved in: (i) tobacco; (ii) pornographic material; (iii) armaments (including parts exclusively intended for them); (iv) electronic solutions or programs that are specifically designed to illegal purposes; (v) gambling;
- investing in corporations established in a Member State which is a high-risk and non-cooperative jurisdiction identified by the financial task force.

### Investment Manager

The Company has decided to delegate its portfolio management duties with respect to the Sub-fund to Azimut Libera Impresa Società di Gestione del Risparmio S.p.A. acting as Investment Manager of the Sub-fund.

The Investment Manager has its registered office at Via Fiori Oscuri, 5 – Milan, and is registered at no. 125 in the Register of Asset Management Companies – Alternative Investment Fund Managers Section – kept by the Bank of Italy pursuant to Art. 35, paragraph 1, TUF.

The Investment Manager belongs to the Azimut Group, owned by Azimut Holding S.p.A., entered in the Milan Companies Register at no. 03315240964. The website address of the Asset Management Company is: [www.azimutliberaimpresa.it](http://www.azimutliberaimpresa.it).

The rights and obligations of the Investment Manager are defined in by the Management Contract.

### External Valuer

Quantyx Advisor Srl, Via Valera 18/C, 20020 Arese (MI) Italy

### Specific Risks of the Sub-fund

Investors are advised to carefully consider the risks of investing in the Sub-fund and should refer in relation thereto to the relevant section of the main part of the Prospectus.

The risks described in this Prospectus do not purport to be a complete enumeration, or explanation, of all the risks that may result from an investment into the Sub-fund.

An investment in the Sub-fund involves a significant degree of risk and is suitable only for corporations, institutional investors, or retail investors of substantial means who have no need for liquidity of the amount invested. In any case, only a small proportion of the overall investment portfolio of each investor should be invested in the Sub-fund.

The market for attractive private equity investment opportunities is highly competitive in Europe. There is an increasing number of investors seeking to invest in Europe, including other private equity investors, which may reduce the number of suitable investment opportunities available to the Sub-fund and adversely affect the terms upon which investments can be made. Also, the availability of investment opportunities generally will be subject to market conditions. There can be no assurance that the Sub-fund will identify and consummate suitable investment opportunities.

The existence of risks in the Eurozone could have material adverse effects on the Sub-fund's ability to make investments and on the Sub-fund's portfolio companies in the affected Eurozone countries, including but not limited to the availability of credit, uncertainty and disruption in relation to financing, customer and supply contracts denominated in Euros, and wider economic disruption in markets served by those companies.

The Sub-fund will focus its investments primarily in Italy and therefore will be particularly vulnerable to events affecting companies in this region. The economy of Italy is influenced by economic and market considerations in other countries in Europe. Investors' reactions to events in one European country can have adverse effects on the securities of companies and the value of property and related assets in Italy. The Sub-fund's performance may be worse than the performance of other funds that invest more broadly geographically.

Investments in small and medium sized unquoted companies are intrinsically riskier than in quoted companies as the unquoted companies may be smaller, more vulnerable **to changes in markets and technology and dependent on the skills and commitment of the management team. Investments in small and medium sized unquoted companies can be difficult to realize.**

## Reference currency

The reference currency of the Sub-fund is the EUR.

Unit classes of the Sub-fund are expressed in the currencies detailed in the table under "Classes of Units Summary" below.

## Unit Classes

The Sub-fund shall issue the Classes detailed in the table under "Classes of Units Summary" below.

The Net Asset Value per Unit of each Class shall be determined in the currency indicated in the name of the relevant Class. Please refer to the table at the end of this section detailing the features of each Unit Class of the Sub-fund.

## Frequency of net asset value calculation

The Net Asset Value per Unit of each Class within the Sub-fund is calculated, under the overall responsibility of the Company, on a semi-annual basis as of the last Business Day of each relevant month being June and December (the "**Valuation Day**").

The Net Asset Value will be available at the registered office of the Company and of the Administrator. It will also be published on the website of any appointed Distributors.

## Subscriptions

Subscription Agreements may be received during the Initial Offer Period and prior to the First Subscription Day.

The Initial Offer Period shall have a maximum duration of nine (9) months starting from 6 July 2020, provided that the Company may terminate the Initial Offer Period earlier if the Minimum Target Amount of at least two hundred million euros (EUR 200,000,000.-) has been reached (the "**End of the Initial Offer Period**"). Investors shall be duly informed of the occurrence of the End of the Initial Offer Period.

The First Subscription Day may be any Business Day after the End of the Initial Offer Period as determined by the Company in its sole and absolute discretion but, in any case, not later than twenty (20) Business Days following the End of Initial Offer Period.

Units of the Sub-fund will only be issued at the First Subscription Day, which will be the only day on which Units may be subscribed for. There will be no additional Subscription Period nor Subscription Day for the Sub-fund.

The Initial Subscription Price per Unit of each Class is five (5) EUR.

A subscription fee of up to 1% of the Initial Subscription Price amount is applied, and is payable to the Company. The Company and any Distributors have the right to waive this subscription fee.

The Sub-fund will not accept securities complying with the investment policy of the Sub-fund(s) concerned, or any other contributions in kind, in exchange for the payment of the Initial Subscription Price.

## Redemptions

In accordance with the ELTIF Rules, a Unitholder cannot, on its own initiative, require the Sub-fund to redeem its Units prior the term of the Sub-fund.

On the tenth (10<sup>th</sup>) anniversary of the First Subscription Day, the Sub-fund shall come to its term, subject to a three-time possible extension of twelve (12) months each, in order to ensure a disposal of the assets of the Fund in the best interest of the Unitholders, and subject to approval by the CSSF.

As from the day following the term of the Sub-fund, respectively and if applicable, as from the day following the expiration of the last extension, the Company will redeem all the Units in issue.

The redemption price will be equal to the Net Asset Value per Unit of the relevant Class of Units on the semi-annual Valuation Day following the term (respectively the expiration of the extension) of the Sub-fund, net of any amount due. No redemption fee shall be applied. Payment of the redemption proceeds will be made as soon as possible.

If a Unitholder ceases to be, or is, following payment of his subscription amount, found not to be an Eligible Investor or does not comply with the FATCA limitations, KYC requirements, AML/CTF requirements or any of the provisions of this Prospectus, then the Fund must redeem the Units on a compulsory basis. In that instance, an early redemption charge equal to 2% will be applied and will be payable to the Sub-fund.

## Management Fee – Investment Manager Fee

The Company will receive from the Sub-fund a Management Fee at a rate detailed in the table.

The Management Fee shall be calculated as follows:

- (i) until expiration of the Investment Period, the Management Fee is calculated based on the Total Subscriptions allocated to the relevant Unit Class;
- (ii) starting from the expiration of the Investment Period, the Management Fee is calculated based on the Net Asset Value of the relevant Unit Class resulting from the latest approved report.

The Management Fee will be payable in advance before the beginning of each semi-annual period.

Fees payable to the Investment Manager are borne by the Fund and correspond to 0,42% per annum of the Net Asset Value of the Sub-fund as of each annual and semi-annual Valuation Day. They are payable by the Company on a semi-annual basis within 30 days following the end of each calendar semester.

### **Distribution of proceeds, Distributable Liquidity and capital**

The Sub-fund may discretionarily decide to distribute to investors the proceeds generated by the assets contained in its portfolio. Those proceeds shall comprise:

- (a) proceeds that the assets are regularly producing;
- (b) capital appreciation realized after the disposal of an asset.

Proceeds shall not be distributed to the extent that they are required for additional investments of the Sub-fund.

The part of the proceeds not used for additional investments of the Sub-fund, and net of the provisions that the Company deems prudent to operate to cover specific risks and costs of the Fund, constitute "**Distributable Liquidity**".

The Company may decide, in its sole and absolute discretion, the distribution of the Distributable Liquidity on a semi-annual basis. The Company will determine at its own discretion the amount of each distribution, if any.

The Distributable Liquidity is allocated among the Unitholders according to the following order and criteria (net of the taxes on the Sub-fund and gross of the taxes on the Unitholders):

- i. first of all, the net amount to be distributed will be paid to all Unitholders, *pari passu* and in proportion to the Units owned by each one of them, until they have received an amount equal to all the payments made to the Fund for the subscribed Units, considering the repayments already made;
- ii. subsequently, once all amounts owed for the payment envisaged at point i) above have been made, the remaining amount will be paid entirely to the Class A and Class B Eligible Unitholders, respectively, in proportion to the Class A and Class B Eligible Units owned by each one of them, until they have received the preferred return on their investment (15%) ("**Hurdle Rate**")
- iii. subsequently, the remaining amount will be paid to the holders of Class C and D Eligible Units, and in proportion to the Class C and D Eligible Units owned by each one of them, until the amounts distributed to the holders of Class C and D Eligible Units pursuant to this point iii) have reached 20% (twenty per cent) of the amounts distributed to the holders of Class A and Class B Eligible Units as the Hurdle Rate, pursuant to point ii) ("**Catch-up**");
- iv. finally, the remaining amount will always be paid separately and for the amounts applicable to each one of these classes:
  - 80% (eighty per cent) to the Class A and Class B Eligible Unitholders, *pari passu* and in proportion to the Units owned by each one of them; and
  - 20% (twenty per cent) to the Class C and D Eligible Units, *pari passu* and in proportion to the Class C and D Eligible Units owned by each one of them (the "**Carried Interest**").

When the final liquidation report is written, it must be verified that the Unitholders did receive distributions in proportion to their respective Units, in accordance with this article. If the Unitholders have not received sufficient distributions, the Unitholders may request payment for the difference applied to the amounts accruing to the Class C and D Eligible Units for Catch-up and Carried Interest.

The amount of the final liquidation of Fund assets will be allocated in accordance with the procedures applicable to the Distributable Liquidity.

The income distributed and not collected by the rightful owners within 90 (ninety) days after their distribution date shall be assigned, on instruction by the Company, for custody by the Depositary on a current account registered in the name of the Company, with the explanation that this consists of income from operation of the Fund, with indication of the names of the rightful owners. The amounts accrued for this reason do not pay interest.



## Classes of Units Summary

	Eligible Investors	Initial Subscription Price per Unit	Minimal Initial Investment	Minimum Additional Investment	Management Fees (1)
<b>Class A (EUR)</b>	Institutional, Professional and Retail Investors	EUR 5	EUR 10,000	EUR 10,000	1,80% p.a. for Class A Units
<b>Class B "Eligible" (EUR) (*)</b>	Retail Investors Fiscal Italian residents	EUR 5	EUR 10,000	EUR 10,000	1.80% p.a. for Class B Units
<b>Class C (EUR)</b>	Azimut Investments S.A., Azimut Libera Impresa SGR, Azimut Libera Impresa's employees and managers and / or other investment vehicles managed by Azimut Libera Impresa SGR and / or by Azimut Libera Impresa's employees and managers	EUR 5	EUR 10,000	EUR 10,000	1,50% p.a. for Class C Units
<b>Class D "Eligible" (EUR) (*)</b>	Azimut Libera Impresa's employees and managers and / or other investment vehicles managed by Azimut Libera Impresa SGR and / or by Azimut Libera Impresa's employees and managers  If they qualify as Retail Investors, Fiscal Italian Resident	EUR 5	EUR 10,000	EUR 10,000	1,50% p.a. for Class D Units

The Company has the right to reduce the minimum initial and/or additional investment amount subject to the conditions described in the general part of the Prospectus.

The overall ratio of the costs to the capital of the Fund will be no higher than 5%.

### (\*) Class B "ELIGIBLE" (EUR) and Class D "ELIGIBLE" (EUR)

The Class B "Eligible" (EUR) and D "Eligible" (EUR) Units cannot be co-registered and are reserved for subscription by natural persons resident in the territory of the Italian State. The subscription of Class B "Eligible" (EUR) and D "Eligible" (EUR) Units is allowed within the limit of Euro 150.000.00 (one hundred, fifty thousand) in each calendar year and within an overall limit of Euro 1.500,000.00 (one million, five hundred thousand) in at least ten years, subject to the procedures and deadlines provided for in chapters 11 and 12 of the Prospectus and this Sub-fund factsheet. In the event of subscriptions exceeding the aforementioned limits, the excess may be used for to the subscription respectively to Class A (EUR) or to Class C (EUR) Units for a corresponding value.

## PIR Regulations

The Sub-fund is eligible as a qualified investment, through the subscription of Class B "Eligible" (EUR) and D "Eligible" (EUR) Units, and intended for the creation of long-term savings plans pursuant to Law 11 December 2016, n. 232 ("**State budget for the financial year 2017 and multi-year budget for the three-year period 2017-2019**") as amended from time to time, including by paragraph 2 bis and 2 ter of art. 13 bis of Legislative Decree 124/2019 ("**PIR Regulations**") and art 136 of Decree Law 34 of 19 May 2020, and therefore benefits from the tax treatment provided therein.

Without prejudice to the limits on the composition and diversification of the portfolio in the ELTIF rules, to comply with the parameters in the PIR Regulations, the Sub-fund's assets will be invested for at least 70% (seventy percent) of the overall value, directly or indirectly, in financial instruments - not listed in the FTSE MIB index of the Italian Stock Exchange, in FTSE MID cap or in equivalent indices of other regulated markets - issued or entered into with Target Companies resident in the territory of the Italian State pursuant to article 73 of the consolidated text of income tax (Presidential Decree 22 December 1986, n. 917) or, in Member States of the European Union or in States adhering to

the Agreement on the European Economic Area with stable organizations in the territory of the Italian State itself ("**PIR Qualified Investments**"). The aforementioned 70% (seventy percent) will be invested) into by Target Companies not listed in the FTSE MIB index of the Italian Stock Exchange, in FTSE MID cap or in equivalent indices of other regulated markets; it is understood that during the Holding Period the Sub-fund may continue to invest the remaining 30% (thirty percent) of the overall value in eligible activities of Target Companies and in the further activities referred to in the investment objective of the Sub-fund, even if they do not qualify as PIR Qualified Investments.