PROSPECTUS

AVALORN

Société d'Investissement à Capital Variable
Luxembourg

Containing the following Sub-Fund:

CLARION GLOBAL EMERGING MARKETS BOND FUND

Prospectus for the use in Switzerland for the distribution exclusively to qualified investors

Subscriptions can only be received on the basis of this prospectus accompanied by the latest annual report as well as by the latest semi-annual report, published after the latest annual report and the Key Information Investor Document (KIID).

These reports form part of the present prospectus. No information other than that contained in this prospectus, in the periodic financial reports, as well as in any other documents mentioned in the prospectus and which may be consulted by the public may be given in connection with the offer.

R.C.S. LUXEMBOURG B 196.536

July 2018

IMPORTANT NOTE

This prospectus (the "**Prospectus**") contains information about AVALORN, and hereinafter referred to as the "**Company**" that a prospective investor should consider before investing in the Company and should be retained for future reference.

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

INVESTING IN THE COMPANY INVOLVES RISKS INCLUDING THE POSSIBLE LOSS OF CAPITAL.

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

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

This prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not allowed. In particular, the Shares of the Fund have not been registered with the Securities and Exchange Commission (SEC) of the United States of America and may therefore not be offered in the United States of America or in any state, territory or possession thereof or areas subject to its jurisdiction. The Sub-funds may be registered in different distribution countries.

It is the responsibility of any person in possession of this Prospectus and of any person wishing to apply for shares of the Company to inform himself or herself about and to observe all applicable laws and regulations of relevant jurisdictions. Investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax consequences, foreign exchange restrictions and**/**or exchange control requirements that they might encounter under the laws of the countries of their citizenship, residence, or domicile and that might be relevant to the subscription, purchase, holding, exchange, redemption or disposal of the shares of the Company.

An investment in the Company is not guaranteed by any governmental or other agency.

Unless specifically noted otherwise, all references herein to "EUR", "euro" or "€" are to the single currency of the European Union.

References herein to times shall be references to Central European Time.

AVALORN

Société d'investissement à Capital Variable

Registered office
2, boulevard de la Foire
L-1528 Luxembourg

Board of Directors
The current board of directors of AVALORN (hereinafter the "**Board of Directors**", or the "**Directors**" or the "**Board**") consists of the following persons:

1) **Mr Marc Hoegger**, Director of Notz, Stucki & Cie S.A., 98, rue de Saint Jean, CH-1201 Genève, **Chairman of the Board of Directors**
2) **Mr Paolo Faraone**, Director of Notz, Stucki Europe S.A., 11 Boulevard de la Foire, L-1528 Luxembourg, **Director**
3) **Mr Patrick Piralla**, Director of Notz, Stucki & Cie S.A., 98, rue de Saint Jean, CH-1201 Genève, **Director**

Management Company
Notz, Stucki Europe S.A.
11, Boulevard de la Foire
L-1528 Luxembourg

Board of Directors of the Management Company
Mr. Gregoire Notz, Chairman
Mr Marc Maisonneuve, Director
Mr Christoph LaRoche, Director
Mr Paolo Faraone, Director

Conducting Officers of the Management Company
Mr Paolo Faraone
Mr Alexander Endrikat

Investment Advisor

- **CAM Global Investments Ltd (for Clarion Global Emerging Markets Bond Fund)**
  160, Main Street, Road
  Town, Tortola,
  British Virgin Islands VG1110

Investment Manager

- **Notz, Stucki Europe S.A. (for Clarion Global Emerging Markets Bond Fund)**
  11, Boulevard de la Foire
  L-1528 Luxembourg

Depositary Bank and Paying Agent

UBS Europe SE, Luxembourg Branch
33A, avenue J.F. Kennedy
L-1855 Luxembourg

Administrative, Registrar and Transfer Agent
Apex Fund Services (Malta) Limited, Luxembourg Branch
2, boulevard de la Foire,
L-1528 Luxembourg

Auditor

PricewaterhouseCoopers, Société coopérative
2, rue Gerhard Mercator B.P. 1443
L-1014 Luxembourg

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PART A: GENERAL INFORMATION

This Prospectus is divided into two Parts. Part A "General Information" aims at describing the general features of AVALORN, while Part B "The Sub-Fund" aims at describing the Sub-Fund's specificities.

1. INTRODUCTION

The Company is an investment company with variable capital (société d'investissement à capital variable, "SICAV"), established in the Grand-Duchy of Luxembourg under part I of the Luxembourg law of December 17, 2010 related to undertakings for collective investments (the "Investment Fund Law"), as amended transposing the Directive 2009/65/EC of the European Parliament and of the Council (the "UCITS Directive").

The Company is an undertaking for collective investment in transferable securities and/ or other eligible assets as foreseen by part I of the Investment Fund Law (a **"UCITS"**) for the purposes of the UCITS Directive.

The Company is structured as an umbrella SICAV, which means that it comprises several Sub-Funds (hereinafter referred to individually as the **"Sub-Fund"** and collectively as the "**Sub-Funds**") which have separate assets and liabilities. Ownership of shares in a Sub-Fund affords the Shareholder the opportunity of having his/ her investment diversified over the whole range of securities held by such Sub-Fund. The Sub-Funds may have similar or different investment objectives and policies.

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

Currently, the Company contains the following Sub-Fund:

- CLARION GLOBAL EMERGING MARKETS BOND FUND

The reference currency (the "**Reference Currency**") of the Sub-Funds is indicated in each Sub-Fund specifics in Part B of this Prospectus.

The Board of Directors may at any time resolve to set up new Sub-Funds and/ or create within each Sub-Fund one or more share classes and this Prospectus will be updated accordingly.

Data Protection

Pursuant to data protection law applicable in Luxembourg (including, but not limited to, the Luxembourg Law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data, as amended from time to time) any personal data provided in connection with an investment in the Company may be held on computer and processed by the Company (as data controller) and the Management Company, the Investment Manager(s), the Depositary Bank, the Administrative, Registrar and Transfer Agent (each as defined hereafter) and their affiliates (together hereafter the "Entities") as data processor or data controller, as appropriate.

Personal data may be processed for the purposes of processing subscription and redemption orders, maintaining registers of Shareholders, administration of the investor's holdings, conducting of statistical and historical analysis (on an anonymous basis). Personal data will also be used for marketing purposes (such as provision to the investor of notices on products and services offered by the Administrative Agent and its affiliates), and generally carrying out the services provided by the Entities as well as to comply with legal or regulatory obligations including, but not limited to, legal obligations under applicable company law (such as maintaining the register of shareholders and recording orders), anti-money laundering law (such as carrying out customer due diligence) and FATCA (Foreign Account Tax Compliance Act), common reporting standard ("CRS") or similar laws and regulations (e.g. at OECD or EU level).

Personal data shall be disclosed to third parties where necessary for legitimate business interests only. This may include disclosure to third parties such as governmental or regulatory bodies including tax authorities, auditors, accountants, investment managers, investment advisers, paying agents and subscription and redemption agents, distributors as well as permanent representatives in places of registration and any other agents of the Entities who may process the personal data for carrying out their services and complying with legal obligations as described above.

By subscribing for shares of the Company, investors consent to the aforementioned processing of their personal data and in particular, the disclosure of their personal data to, and the processing of their personal data by the parties referred to above including affiliates situated in countries outside of the European Union which may not offer a similar level of protection as the one deriving from Luxembourg data protection law. Investors acknowledge that the transfer of their personal data to these parties may transit via and/or their personal data may be processed by parties in countries (such as, but not limited to, the United States) which may not have data protection requirements deemed equivalent to those prevailing in the European Union.

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

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

Insofar as the personal data provided by investors include personal data of their representatives and/or authorised signatories and/or shareholders and/or ultimate beneficial owners, the investors confirm having secured their consent to the processing of their personal data as above described and, in particular, to the disclosure of their personal data to, and the processing of their personal data by, the various parties referred to above including in countries outside the European Union/Third Countries.

Investors may request access to, rectification of or deletion of any personal data provided to any of the parties above or stored by any of the parties above in accordance with applicable data protection law. In particular, investors may at any time object, on request and free of charge, to the processing of their personal data for direct marketing purposes. Investors should address such requests to the Company at the address of registered office.

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

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

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

2. THE COMPANY

The Company was incorporated in the Grand-Duchy of Luxembourg on in the form of a public limited company (société anonyme) and is organized as a SICAV. The Company is registered on the official list of undertakings for collective investment ("UCI") maintained by the Luxembourg regulator. It is established for an undetermined duration.

The registered office of the Company is at 2, boulevard de la Foire, L-1528 Luxembourg.

The Company operates separate Sub-Funds, each of which is represented by one or more share classes (the "Share Classes" or collectively the "Classes" and individually a "Class"). The Sub-Funds are distinguished by their specific investment policy or any other specific features, as described in Part B of this Prospectus.

The shares of the Company may be listed on the Luxembourg stock exchange.

The articles of incorporation ("Articles") of the Company are published in the Mémorial, Recueil des Sociétés et Associations, (hereinafter the "Mémorial") under register number B 196.536 and they are available for inspection and where copies thereof can be obtained against remuneration.

The financial year of the Company starts on January 1st and ends on December 31st of each year.

Shareholders' meetings are to be held annually in Luxembourg at the Company's registered office or at such other place as is specified in the meeting notice. The annual general meeting ("Annual General Meeting") will be held each year on the first Tuesday of the month of April at 10:00am Luxembourg time. If such day is a legal bank holiday in Luxembourg, the Annual General Meeting shall be held on the next following bank business day in Luxembourg. Other meetings of Shareholders may be held at such place and time as may be specified in the respective meeting notices.

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

The Company draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company, in particular to participate in general Shareholders' meetings, if the investor is registered himself/ herself and in his/ her own name in the Shareholders' register of the Company. In cases where an investor invests in the Company through an intermediary investing into the Company in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain Shareholder rights directly against the Company. Investors are advised to take advice on their rights.

3. SHARE CAPITAL

The capital of the Company shall at all times be equal to the value of the net assets of all the Sub-Funds of the Company.

The minimum capital of the Company must be EUR 1,250,000.00 (one million two hundred fifty thousand EUR). For the purpose of determining the capital of the Company, the net assets attributable to each Sub-Fund, if not expressed in EUR, will be converted into EUR at the then prevailing exchange rate in Luxembourg.

If the capital of the Company becomes less than two-thirds of the legal minimum, the Directors must submit the question of the dissolution of the Company to the general meeting of Shareholders. The meeting is held without a quorum, and decisions are taken by simple majority.

If the capital becomes less than one quarter of the legal minimum the Directors must submit the question of the dissolution of the Company to the general meeting for which no quorum shall be prescribed. A decision regarding the dissolution of the Company may be taken by Shareholders representing one quarter of the shares present.

Each such meeting must be convened so that it is held within a period 40 calendar days from the day on which it appears that the capital has fallen below two-thirds or one quarter of the minimum capital, as the case may be.

4. INVESTMENT OBJECTIVES AND POLICIES

4.1. General provisions common to all Sub-Funds

a) Objectives of the Company

The Company aims at providing investors with the opportunity of participating to the evolution of financial markets through a range of specialised Sub-Funds.

b) Investment policy of the Company

The Company is comprised of portfolios of assets – the Sub-Funds – which consist of eligible assets as defined in the section "Investment Restrictions", such assets being transferable securities, money market instruments, shares/units of permitted UCI, deposits with credit institutions and financial derivative instruments. The Company may hold liquidities on an ancillary basis.

The Sub-Funds' assets will be invested in conformity with each Sub-Fund's investment policy and restrictions as described in each Sub-Fund specifics (section "Investment objective and policy") in Part B of this Prospectus as well as in section 5 ("Investment restrictions") in this Part of this Prospectus.

c) Risk factors

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

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

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

(i) Market risk

Market risk is the general risk attendant to all investments that the value of a particular investment will change in a way detrimental to a portfolio's interest.

Market risk is specifically high on investments in shares (and similar equity instruments). The risk that one or more companies will suffer a downturn or fail to increase their financial profits can have a negative impact on the performance of the overall portfolio at a given moment.

(ii) Interest rate risk

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

(iii) Credit risk

Credit risk involves the risk that an issuer of a bond (or similar money-market instruments) held by the Company may default on its obligations to pay interest and repay principal and the Company will not recover its investment.

(iv) Currency risk

Currency risk involves the risk that the value of an investment denominated in currencies other than the Reference Currency of a Sub-Fund may be affected favourably or unfavourably by fluctuations in currency rates.

(v) Liquidity risk

There is a risk that the Company will not be able to pay repurchase proceeds within the time period stated in the Prospectus, because of unusual market conditions, an unusually high volume of repurchase requests, or other reasons.

(vi) Counterparty risk

The Sub-Funds may enter into transactions in OTC markets, which will expose the Sub-Funds to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Sub-Funds may enter into swap arrangements or other derivative techniques as specified in the relevant Sub-Fund appendix in Part B of this Prospectus, each of which expose the Sub-Funds to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-Funds could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. However, this risk is limited in view of the Investment Restrictions laid down in the Section 5 of this Prospectus.

Certain markets in which the Sub-Funds held by the Sub-Funds may affect their transactions are over-the-counter or interdealer markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. To the extent a Sub-Fund invests in swaps, derivative or synthetic instruments, or other over-the-counter transactions, on these markets, such Sub-Fund may take credit risk with regard to parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those entailed in exchange-traded transactions which generally are backed by clearing organisation guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered directly between two counterparties generally do not benefit from such protections. This exposes the Sub-Funds to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Sub-Fund to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Company has concentrated its transactions with a single or small group of counterparties. In addition, in the case of a default, the respective Sub-Fund could become subject to adverse market movements while replacement transactions are executed. The Sub-Funds are not restricted from dealing with any particular counterparty or from concentrating any or all of their transactions with one counterparty. Moreover, the Sub-Funds have no internal credit function which evaluates the creditworthiness of their counterparties. The ability of the Sub-Funds to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a Regulated Market to facilitate settlement may increase the potential for losses by the Sub-Funds.

(vii) Operational Risk and Custody Risk

The Company's operations (including investment management) are carried out by the service providers mentioned in this Prospectus. In the event of a bankruptcy or insolvency of a service provider, investors could experience delays (for example, delays in the processing of subscriptions, conversions and redemption of Shares) or other disruptions.

The Company's assets are held in custody by the Depositary Bank, which exposes the Company to custodian risk. This means that the Company is exposed to the risk of loss of assets placed in custody as a result of insolvency, negligence or fraudulent trading by the Depositary Bank.

(viii) Legal risks

There is a risk that agreements and derivatives techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in tax or accounting laws. In such circumstances, a Sub-Fund may be required to cover any losses incurred.

Furthermore, certain transactions are entered into on the basis of complex legal documents. Such documents may be difficult to enforce or may be the subject of a dispute as to interpretation in certain circumstances. Whilst the rights and obligations of the parties to a legal document may be governed by Luxembourg law, in certain circumstances (for example insolvency proceedings) other legal systems may take priority which may affect the enforceability of existing transactions.

(ix) Warrants

The gearing effect of investments in warrants and the volatility of warrant prices make the risks attached to investments in warrants higher than in the case of investment in equities. Because of the volatility of warrants, the volatility of the share price of any Sub-Fund investing in warrants may potentially increase. Investment in any Sub-Fund investing into warrants is therefore only suitable for investors willing to accept such increased risk.

(x) Financial derivative instruments

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

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

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

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

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

Sub-Funds engaging in efficient portfolio management technique may incur in counterparty risk and potential conflicts of interest which can impact the performance of the Sub-Fund. The use of these techniques should be in line with the best Shareholders' interest. Moreover the above mentioned risks will be mitigated by way on implementation of a risk procedure ensuring constant measurements and monitoring of the counterparties involved. Sub-Funds will not be engaged in any transaction involving cash collateral, non-cash collateral or securities lending.

All the revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs, will be returned to the Sub-Fund.

(xi) Swaps

In a standard swap transaction, two parties agree to exchange the returns (or differentials in rates of return) earned or realised on particular pre-determined investments or instruments.

Swaps contracts can be individually traded and structured to include exposure to different types of investment or market factors. Depending on their structure, these swap operations can increase or decrease the exposure of a Sub-Fund to strategies, shares, short- or long-term interest rates, foreign currency values, borrowing rates or

other factors. Swaps can be of different forms, and are known under different names; they can increase or decrease the overall volatility a Sub-Fund, depending on how they are used. The main factor that determines the performance of a swap contract is the movement in the price of the underlying investment, specific interest rates, currencies and other factors used to calculate the payment due by and to the counterparty. If a swap contract requires payment by a Sub-Fund, the latter must at all times be able to honour said payment. Moreover, if the counterparty loses its creditworthiness, the value of the swap contract entered into with this counterparty can be expected to fall, entailing potential losses for a Sub-Fund.

(xii) Securities lending and repurchase transactions

In relation to repurchase transactions, investors must notably be aware that (A) in the event of the failure of the counterparty with which cash of a Sub-Fund has been placed there is the risk that collateral received may yield less than the cash placed out, whether because of inaccurate pricing of the collateral, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded; that (B) (i) locking cash in transactions of excessive size or duration, (ii) delays in recovering cash placed out, or (iii) difficulty in realising collateral may restrict the ability of a Sub-Fund to meet redemption requests, security purchases or, more generally, reinvestment; and that (C) repurchase transactions will, as the case may be, further expose a Sub-Fund to risks similar to those associated with optional or forward derivative financial instruments, which risks are further described in other sections of this prospectus.

In relation to securities lending transactions, investors must notably be aware that (A) if the borrower of securities lent by a Sub-Fund fail to return these there is a risk that the collateral received may realise less than the value of the securities lent out, whether due to inaccurate pricing, adverse market movements, a deterioration in the credit rating of issuers of the collateral, or the illiquidity of the market in which the collateral is traded; that (B) in case of reinvestment of cash collateral such reinvestment may (i) create leverage with corresponding risks and risk of losses and volatility, (ii) introduce market exposures inconsistent with the objectives of a Sub-Fund, or (iii) yield a sum less than the amount of collateral to be returned; and that (C) delays in the return of securities on loans may restrict the ability of a Sub-Fund to meet delivery obligations under security sales.
At the date of this Prospectus, the Company has not entered and will not enter in any security lending agreement unless foreseen in the Investment Policy of any Sub-fund.

(xiii) Emerging market risk

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

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

Moreover, settlement systems in emerging markets may be less well organised than in developed markets. Thus there may be a risk that settlement may be delayed and that cash or securities of the concerned Sub-Funds may be in jeopardy because of failures or of defects in the systems. In particular, market practice may require that payment shall be made prior to receipt of the security which is being purchased or that delivery of a security must be made before payment is received. In such cases, default by a broker or bank (the "Counterparty") through whom the relevant transaction is effected might result in a loss being suffered by the Sub-Funds investing in emerging market securities.

The Company will seek, where possible, to use Counterparties whose financial status is such that this risk is reduced. However, there can be no certainty that the Company will be successful in eliminating this risk for the

Sub-Funds, particularly as Counterparties operating in emerging markets frequently lack the substance or financial resources of those in developed countries.

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

Risks related to investment in Russia

Investments in Russia are currently limited to the Moscow Exchange.

Furthermore investments in Russia are currently subject to certain heightened risks when dealt through the Moscow Exchange with regard to the ownership and custody of securities. Ownership of Russian securities is supported by entries in the books of a company or its registrar (which is neither an agent of, nor responsible to, the Custodian).

No certificates representing ownership of Russian companies will be held by the Custodian or any of its local correspondents or in an effective central depository system. The significance of the register is crucial to the custodial and registration process. Although independent registrars are subject to licensing and supervision by the Central Bank of Russia and may bear civil, as well as administrative liability for non- performance or undue performance of their obligations, it is, nevertheless, possible for the Sub-Fund to lose its registration and ownership of Russian securities through fraud, negligence or mere oversight.

In addition to the above, Russian securities have an increased custodial risk associated with them as such securities are, in accordance with market practice, held in custody with Russian institutions which may not have adequate insurance coverage to cover losses due to theft, destruction or default while such assets are in custody.

Risks related to investment in China

All Funds which can invest in China may invest in China A-Shares through the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect programmes (the "Stock Connect") subject to any applicable regulatory limits. The Stock Connect is a securities trading and clearing linked programme developed by Hong Kong Exchanges and Clearing Limited ("HKEx"), the Hong Kong Securities Clearing Company Limited ("HKSCC"), Shanghai Stock Exchange or Shenzhen Stock Exchange, and China Securities Depository and Clearing Corporation Limited ("ChinaClear") with an aim to achieve mutual stock market access between mainland China and Hong Kong. The Stock Connect allows foreign investors to trade certain Shanghai Stock Exchange or Shenzhen Stock Exchanges listed China A-Shares through their Hong Kong based brokers.

The Funds seeking to invest in the domestic securities markets of the PRC may use the Stock Connect, in addition to the QFII and RQFII schemes and, thus, are subject to the following additional risks:

General Risk: The relevant regulations are untested and subject to change. There is no certainty as to how they will be applied which could adversely affect the Funds. The Stock Connect requires use of new information technology systems which may be subject to operational risk due to its cross-border nature. If the relevant systems fail to function properly, trading in Hong Kong and Shanghai/Shenzhen markets through Stock Connect could be disrupted.

Clearing and Settlement Risk: The HKSCC and ChinaClear have established the clearing links and each will become a participant of each other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

Legal/Beneficial Ownership: Where securities are held in custody on a cross-border basis, there are specific legal/beneficial ownership risks linked to compulsory requirements of the local Central Securities Depositaries, HKSCC and ChinaClear.

As in other emerging and less developed markets, the legislative framework is only beginning to develop the concept of legal/formal ownership and of beneficial ownership or interest in securities. In addition, HKSCC, as nominee holder, does not guarantee the title to Stock Connect securities held through it and is under no obligation

to enforce title or other rights associated with ownership on behalf of beneficial owners. Consequently, the courts may consider that any nominee or custodian as registered holder of Stock Connect securities would have full ownership thereof, and that those Stock Connect securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof. Consequently the Funds and the Depositary cannot ensure that the Funds ownership of these securities or title thereto is assured.

To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the Depositary and the Funds will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Funds suffer losses resulting from the performance or insolvency of HKSCC.

In the event ChinaClear defaults, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants with claims. HKSCC will act in good faith to seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or the liquidation of ChinaClear. In this event, the Funds may not fully recover its losses or its Stock Connect securities and the process of recovery could also be delayed.

Operational Risk: The HKSCC provides clearing, settlement, nominee functions and other related services of the trades executed by Hong Kong market participants. PRC regulations which include certain restrictions on selling and buying will apply to all market participants. In the case of sale, pre-delivery of shares are required to the broker, increasing counterparty risk. Because of such requirements, the Funds may not be able to purchase and/or dispose of holdings of China A-Shares in a timely manner.

Quota Limitations: The Stock Connect is subject to quota limitations which may restrict the Funds ability to invest in China A-Shares through the Stock Connect on a timely basis.

Investor Compensation: The Funds will not benefit from local investor compensation schemes. Stock Connect will only operate on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. There may be occasions when it is a normal trading day for the PRC market but the Funds cannot carry out any China A-Shares trading. The Funds may be subject to risks of price fluctuations in China A-Shares during the time when Stock Connect is not trading as a result.

(xiv) Risks related to investing in underlying funds

1. Shareholders indirectly bear the cost of all fees and expenses of the underlying funds

In addition to fees and costs charged to the Company, the Company will incur the investment management fees and expenses in the underlying funds, except if otherwise provided for in the Prospectus. This will result in a higher expense and/ or lower level of investment for Shareholders than if Shareholders invested directly in the underlying investment funds.

2. Funds may retain and reinvest proceeds of investments and recall distributions

The timing and amount of distributions is generally at the sole discretion of the underlying funds. The underlying funds may also direct that the distributions received from its investments or the proceeds from the disposal of interests in its investments be used to meet current or anticipated obligations. If the funds retain and reinvest these distribution or proceeds, the amount reinvested will be deemed distributed and re-contributed to the fund.

(xv) Risks related to investing in contingent convertible bonds

ASub-Fund (see Part B of this Prospectus) may have the possibility to invest up to 10% of its total net assets in contingent convertible bonds. Some convertible securities are issued as so-called contingent convertible bonds (or “CoCo” bonds), where the conversion of the bond into equity occurs at stated conversion rate if a pre-specified trigger event occurs. This type of convertible became popular following the 2008-2009 financial crisis as a way of triggering conversion of debt to equity in the event of deteriorating financial condition to avoid bankruptcy. As such, issuers of such bonds may tend to be those that are vulnerable to weakness in the financial markets. Because conversion occurs after a specified event, conversion may occur when the share price of the underlying equity is less than when the bond

was issued or purchased, resulting in greater potential compared to conventional convertible securities for capital loss.

The investments in contingent convertible bonds may also entail the following risks (non-exhaustive list):

Coupon cancellation: for some contingent convertible bonds, coupon payments are entirely discretionary and may be cancelled by the issuer at any point, for any reason and for any length of time. The cancellation of coupon payments on Additional Tier 1 contingent convertible bonds does not constitute to an event of default. Cancelled payments do not accumulate and are instead written off. This significantly increases uncertainty in the valuation of these contingent convertible bonds and may lead to mispricing of risk.

Yield: investors have been drawn to the instruments as a result of the CoCo's often attractive yield which may be viewed as a complexity premium.

Valuation and Write-down risks: the value of contingent convertible bonds may need to be reduced due to a higher risk of overvaluation of such asset class on the relevant eligible markets. Therefore, a Fund may lose its entire investment or may be required to accept cash or securities with a value less than its original investment.

Call extension risk: some contingent convertible bonds are issued as perpetual instruments, callable at pre-determined levels only with the approval of the competent authority. It cannot be assumed that the perpetual contingent convertible bonds will be called on call date. Perpetual contingent convertible bonds are a form of permanent capital. The investor may not receive return of principal if expected on call date or at any date.

Capital structure inversion risk: contrary to classical capital hierarchy, contingent convertible bonds' investors may suffer a loss of capital when equity holders do not. In certain scenarios, holders of contingent convertible bonds will suffer losses ahead of equity holders. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

Conversion risk: it might be difficult for the Investment Manager to assess how the securities will behave upon conversion. In case of conversion into equity, the Investment Manager might be forced to sell these new equity shares since the investment policy of the relevant Fund does not allow equity in its portfolio. This forced sale may itself lead to liquidity issue for these shares.

Unknown risk: the structure of contingent convertible bonds is innovative yet untested. In a stressed environment, when the underlying features of these instruments will be put at test, it is uncertain how they will perform. In the event a single issuer activates a trigger or suspends coupons, it is not clear whether the market will view the issue as an idiosyncratic event or systemic. In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore in an illiquid market, price formation may be increasingly stressed.

Industry concentration risk: investment in contingent convertible bonds may lead to an increased industry concentration risk as such securities are issued by a limited number of banks.

Trigger level risk: trigger levels differ and determine exposure to conversion risk depending on the distance of the capital ratio to the trigger level. It might be difficult for the Investment Manager to anticipate the triggering event that would require the debt to convert into equity.

Liquidity risk: in certain circumstances finding a buyer for contingent convertible bonds may be difficult and the seller may have to accept a significant discount on the expected value of the bond in order to sell it.

4.2. Investment objectives and policies specific to each Sub-Fund

The investment objective and policy and the investors' profile in the Sub-Funds are described in their respective specifics in Part B of this Prospectus.

The Reference Currency of each Sub-Fund is also disclosed in the relevant Sub-Fund's specifics.

4.3. Cross-investments between Sub-Funds

A Sub – Fund (the "Investing Sub-Fund") of the Company may, subject to the conditions provided for in the Investment Fund Law without the Company being subject to the requirements of the law of 10 August 1915 on commercial companies, as amended, with respect to the subscription, acquisition and/or the holding by a company of its own shares, acquire and/or hold securities to be issued or issued by one or more other Sub-Fund(s) of the Company (the "Target Sub-Fund") under the following conditions:

a) the Target Sub-Fund does not, in turn, invest in the Investing Sub-Fund;

b) the investment policy(ies) of the Target Sub-Fund(s) whose acquisition is contemplated does not allow such Target Sub-Fund(s) to invest more than 10% of its(their) net asset value in UCITS and UCIs;

c) voting rights, if any, attaching to the shares of the Target Sub-Fund(s) are suspended for as long as they are held by the Investing Sub-Fund concerned and without prejudice to the appropriate processing in the accounts and the periodic reports; and

d) in any event, for as long as these securities are held by the Investing Sub-Fund, their value will not be taken into consideration for the calculation of the net assets of the Company for the purposes of verifying the minimum threshold of the net assets imposed by the Investment Fund Law.

5. INVESTMENT RESTRICTIONS

For the purpose of this section, each Sub-Fund shall be regarded as a separate UCITS within the meaning of Article 40 of the Investment Fund Law.

5.1. Eligible Assets

Whilst the Company has broad powers under its Articles as to the type of investments it may make and the investment methods it may adopt, the Directors have resolved that the Company may only invest in:

Transferable Securities and Money Market Instruments

a) transferable securities and money market instruments admitted to or dealt with an official listing on a stock exchange in an Eligible State (an "Official Listing"); and/or

b) transferable securities and money market instruments dealt in another regulated market which operates regularly and is recognised and open to the public in an Eligible State (a "Regulated Market"); and/or

c) recently issued transferable securities and money market instruments, provided that the terms of issue include an undertaking that application will be made for admission to an Official Listing or a Regulated Market and such admission is secured within one year of the issue.

(for this purpose an "Eligible State" shall mean a member State of the Organisation for Economic Cooperation and Development ("OECD") and all other countries of Europe, the American Continents, Africa, Asia, the Pacific Basin and Oceania).

d) money market instruments other than those admitted to an Official Listing or dealt in on a Regulated Market which are liquid and whose value can be determined with precision at any time, if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that they are:

- issued or guaranteed by a central, regional or local authority or central bank of a Member State, the European Central Bank, the European Union (the "EU") or the European Investment Bank, a non-Member State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more Member States belong; for the purpose of this section and if not specifically defined for each Sub-Fund, "Member State" means a Member State of the EU or the States of the European Economic Area (the "EEA") other than the Member States of the EU, or

- issued by an undertaking, any securities of which are admitted to an Official Listing or dealt in on Regulated Markets referred to in items (i) and (ii) above, or

- issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by EU Community law, or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least as stringent as those laid down by EU Community Law such as a credit institution which has its registered office in a country which is an OECD member state and a FATF state, or

- issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second and the third indents and provided that the issuer is a company whose capital and reserves amount to at least ten million euros (EUR 10,000,000) and which presents and publishes its annual accounts in accordance with the fourth directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

The Company shall not, however invest more than 10% of the net assets attributable to any Sub-Fund, in transferable securities or money market instruments other than those referred to in items a) to d)above.

Shares/units of UCIs

e) shares/units of UCITS authorised according to Directive 2009/65/EC and/or other UCI within the meaning of Article 1, paragraph (2) points (a) and (b) of Directive 2009/65/EC, whether or not established in a Member State, provided that:

- such other UCIs are authorised under laws which provide that they are subject to supervision considered by the Commission de Surveillance du Secteur Financier ("CSSF") to be equivalent to that laid down in EU Community law, and that cooperation between authorities is sufficiently ensured;

- the level of protection for share-/unitholders in the other UCIs is equivalent to that provided for share-/unitholders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC;

- the business of the other UCIs is reported in semi-annual and annual reports to enable an assessment of the assets and liabilities, income and operations over the reporting period;

- no more than 10% of the assets of the UCITS or of the other UCIs (or of the assets of the relevant Sub-Fund), whose acquisition is contemplated, can, according to their constitutional documents, be invested in aggregate in shares/units of other UCITS or other UCIs.

No subscription or redemption fees may be charged to the Company if the Company invests in the units of other UCITS and/or other UCIs that are managed, directly or by delegation, by the Management Company in charge of managing the relevant Sub-Fund's assets or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding. Management fees may be charged at both levels (Company and target UCITS/UCIs) but the aggregate amount of management fees on the portion of assets invested in target UCITS/UCIs will not exceed the percentage p.a. of the net assets indicated in the relevant Sub-Funds specifics in Part B of this Prospectus. The maximum proportion of management fee charged both to the Company and the UCITS and other UCIs in which it invests will be indicated in the annual report of the Company.

Deposits with credit institutions

f) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve months, provided that the credit institution has its registered office in a Member State or, if the registered office of the credit institution is situated in a third country, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU Community law such as a credit institution which has its registered office in a country which is an OECD member state and a FATF state;

Financial Derivative instruments

g) financial derivative instruments, including equivalent cash-settled instruments, admitted to an Official Listing or dealt in on a Regulated Market referred to in items (i) and (ii) above; and/or financial derivative instruments dealt in over-the-counter ("OTC derivatives"), provided that:

- the underlying consists of instruments described in sub-paragraphs (i) to (vii), financial indices, interest rates, foreign exchange rates, or currencies, in which the Sub-Funds may invest in accordance with their investment policies,

- the counterparties to OTC derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF, and

- the OTC derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Company' initiative.

Financial derivatives transactions may be used as part of the investment strategy or for hedging purposes of the investment positions or for efficient portfolio management. Transactions on derivatives entered into for hedging purpose aim to protect portfolios against market movements, credit risks, currency fluctuations, and interest rate risks. In order to be considered as entered into for efficient portfolio management, transactions on derivatives must be entered into for one or more of the three following specific aims: reduction of risk, reduction of cost, or generation of additional capital income with an acceptably low level of risk. Transactions entered into

for efficient portfolio management must be economically appropriate. In this context, the Management Company must take care to determine that for transactions undertaken to reduce risk or cost, the transaction should diminish a risk or a cost of a kind or level, which is sensible to reduce and for transactions undertaken to generate additional capital or income, the Sub-Fund should benefit from the transaction. Transactions on derivatives entered neither for hedging purpose nor for efficient portfolio management may only be used as part of the investment strategy. More information on financial derivatives instruments and their risks are indicated under paragraph 4.1.

The Company may use all the financial derivative instruments authorised by the Luxembourg Law or by Circulars issued by the CSSF and in particular, but not exclusively, the following financial derivative instruments and techniques:

- financial derivative instruments linked to market movements such as call and put options, swaps or futures contracts on securities, indices, baskets or any kind of financial instruments;

- financial derivative instruments linked to currency fluctuations such as forward currency contracts or call and put options on currencies, currency swaps, forward foreign exchange transactions, proxy-hedging whereby a Sub-Fund effects a hedge of the Reference Currency of the Sub-Fund (or benchmark or currency exposure of the Sub-Fund) against exposure in one currency by instead selling (or purchasing) another currency closely related to it, cross-hedging whereby a Sub-Fund sells a currency to which it is exposed and purchases more of another currency to which the Sub-Fund may also be exposed, the level of the base currency being left unchanged, and anticipatory hedging whereby the decision to take a position on a given currency and the decision to have some securities held in a Sub-Fund's portfolio denominated in that currency are separate;

- financial derivative instruments linked to interest rate risks such as call and put options on interest rates, interest rate swaps, forward rate agreements, interest rate futures contracts, swap options whereby one party receives a fee in return for agreeing to enter into a forward swap at a predetermined fixed rate if some contingency event occurs (e.g., where future rates are set in relation to a benchmark), caps and floors whereby the seller agrees to compensate the buyer if interest rates rise above, respectively fall below a pre-agreed strike rate on pre- agreed dates during the life of the agreement in exchange of an upfront premium;

- financial derivative instruments related to credit risks, such as credit default swaps whereby one counterpart (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer must either sell particular obligations issued by the reference issuer for its par value (or some other designated reference or strike price) when a credit event occurs or receive a cash settlement based on the difference between the market price and such reference price. A credit event is commonly defined as a downgrading of the rating assigned by a rating agency, bankruptcy, insolvency, receivership, material adverse restructuring of debt or failure to meet payment obligations when due. Credit default swaps can carry a higher risk than investment in bonds directly. The market for credit default swaps may sometimes be more illiquid than bond markets. The International Swap and Derivatives Association (ISDA) has produced standardised documentation for these transactions under the umbrella of its ISDA Master Agreement. The Company may use credit default swaps in order to hedge the specific credit risk of some of the issuers in a Sub-Fund's portfolio by buying protection. Provided it is in its exclusive interest, the Company may also sell protection by entering into credit default swap sale transactions in order to acquire a specific credit exposure and/or buy protection by entering into credit default swap purchase transactions without holding the underlying assets provided always that the restrictions set out in sections "Investment Objectives and Policies" and "Investment Restrictions" are complied with. The entering into such transactions is in particular in the Sub-Fund's exclusive interest when the prevailing rates offered by the credit default swap market are more favourable than those offered by the cash bond markets.

  The Company may only enter into credit default swap transactions with highly rated financial institutions specialised in this type of transaction and only in accordance with the standard terms laid down by the ISDA.

5.2. Investment Limits Applicable to Eligible Assets

The following limits are applicable to the eligible assets mentioned in the sub-section "Eligible Assets":

<u>Transferable Securities and Money Market Instruments</u>

a) The Company for each Sub-Fund will invest no more than 10% of the net assets of any Sub-Fund in transferable securities or money market instruments issued by the same body.

b) Moreover, where the Company, on behalf of a Sub-Fund, holds investments in transferable securities or money market instruments of any issuing body which by issuer exceed 5% of the net assets of such Sub- Fund, the total of all such investments must not account for more than 40% of the value of the net assets of the Sub-Fund.

c) The limit of 10% laid down in sub-paragraph (a) above may be increased to a maximum of 35% if the of transferable securities and money market instruments are issued or guaranteed by a Member State, by its public authorities, by a Non-Member State or by public international bodies of which one or more Member States are members, and such securities need not be included in the calculation of the limit of 40% stated in sub-paragraph (b).

d) **Notwithstanding the limits set forth under sub-paragraphs (a) (b) and (c) above, each Sub-Fund is authorized to invest in accordance with the principle of risk spreading, up to 100% of its net assets in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, by any other member state of the Organisation for Economic Cooperation and Development ("OECD"), the G20 or Singapore or by a public international body of which one or more Member State(s) are member(s), provided that (i) such securities are part of at least six different issues, and (ii) the securities from any one issue do not account for more than 30% of the total net assets of such Sub-Fund.**

e) The limit of 10% laid down in sub-paragraph (a) above may be increased to a maximum of 25% for certain bonds when they are issued by a credit institution having their registered office in a Member State and is subject by law to special public supervision designed to protect the bondholders. In particular, sums deriving from the issue of those bonds must 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 case of bankruptcy of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of the accrued interest.

Such debt securities need not be included in the calculation of the limit of 40% stated in sub-paragraph (b). But where the Company for a Sub-Fund, holds investments in such bonds referred to in (e), first sub- paragraph which are issued by a single issuer individually exceed 5% of its assets of such Sub-Fund, the total value of all such investments may not exceed 80% of the value of its assets of the Sub-Fund.

f) Without prejudice to the limits laid down in sub-paragraph (n), the limit of 10% laid down in sub-paragraph (a) above is raised to a maximum of 20% for investment in shares and/or debt securities issued by the same body when, according to the Articles, the aim of the investment policy of a Sub-Fund of the Company is to replicate the composition of a certain stock or debt securities index which is recognised by the CSSF, on the following basis:

- the composition of the index is sufficiently diversified;
- the index represents an adequate benchmark for the market to which it refers;
- it is published in an appropriate manner.

This limit laid down in (f), first sub-paragraph is raised to 35% where that proves to be justified by exceptional market conditions in particular in regulated markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for a single issuer.

Securities mentioned in sub-paragraph (f) need not be included in the calculation of the limit of 40% stated in sub-paragraph (b).

<u>Shares/units of UCI</u>

g) The Company may acquire the shares/units of the UCITS and/or other UCIs referred to in sub-paragraph (v) in sub-section “Eligible Assets”, provided that no more than 20% of a Sub-Fund's net assets are invested in the shares/units of a single UCITS or other UCI.

For the purpose of this provision, each Sub-Fund of a UCITS or UCI with multiple compartments shall be considered as a separate issuer, provided that the principle of segregation of liabilities of the different compartments is ensured in relation to third parties.

When a Sub-Fund has acquired shares/units of UCITS and/or other UCIs, the assets of the respective UCITS or other UCIs do not have to be combined for the purposes of the limits laid down in sub-paragraphs (a), (b), (c), (e), (h) and (i).

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

Deposits with credit institutions

h) The Company may not invest more than 20 % of the net assets of a Sub-Fund in deposits made with the same body.

Financial Derivative instruments

i) The risk exposure to a counterparty of the Company in an OTC derivative transaction may not exceed 10% of the net assets of a Sub-Fund when the counterparty is a credit institution referred to above in sub- section "Eligible Assets" point (vi) or 5% of its net assets in other cases.

j) The global exposure relating to derivatives may not exceed the total net assets of a Sub-Fund.

The global exposure of the underlying assets shall not exceed the investment limits laid down under sub-paragraphs (a), (b), (c), (e), (h), (i), (k) and (l). The underlying assets of index based derivative instruments are not combined to the investment limits laid down under sub-paragraphs (a), (b), (c), (e), (h), (i), (k) and (l).

When a transferable security or money market instrument embeds a derivative, the latter must be taken into account when complying with the requirements of the above mentioned restrictions.

The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

The exposure of a Sub-Fund resulting from the sale of credit default swaps may not exceed 20% of the net assets of the Sub-Fund.

The Company applies a risk management process which enables it to monitor and measure at any time the risk of the investment positions and their contribution to the overall risk profile of the portfolio and a process for accurate and independent assessment of the value of OTC derivatives.

The Company for each Sub-Fund may, for the purpose of (i) hedging, (ii) efficient portfolio management and/or (iii) implementing its investment strategy, use all financial derivative instruments within the limits laid down by Part I of the Investment Fund Law.

The global exposure may be calculated through the Value-at-Risk approach ("VaR Approach") or the commitment approach ("Commitment Approach") as described for each Sub-Fund in Part B of this Prospectus.

To ensure the compliance of the above provisions the Company will apply any relevant circular or regulation issued by the CSSF or any European authority authorised to issue related regulation or technical standards.

Maximum exposure to a single body

k) Notwithstanding the individual limits laid down in sub-section "Investment Limits Applicable to Eligible Assets", any Sub-Fund shall not combine, where this would lead to investing more than 20% of the net assets in a single body, any of the following:

- investments in transferable securities or money market instruments issued by that body,
- deposits made with that body; or
- exposures arising from OTC derivative transactions undertaken with that body.

Any Sub-Fund may not combine:

- investments in transferable securities or money market instruments issued by a single body and subject to the 35% limit by body mentioned in sub-paragraph (c),

and/or

- investments in certain debt securities issued by the same body and subject to the 25% limit by body mentioned in sub-paragraph (e)

and/or

- deposits made with the same body and subject to the 20% limit by body mentioned in sub-paragraph (h)

and/or

- exposures arising from OTC derivative transactions undertaken with the same body and subject to the 10% respectively 5% limits by body mentioned in sub-paragraph (j)

in excess of 35 % of the net assets of the Sub-Fund.

Eligible assets issued by the same group

l) Companies which are included in the same group for the purposes of consolidated accounts, as defined in Directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the investment limits mentioned in sub-paragraph (a), (b), (c), (e), (h), (i) and (k).

m) The Company may cumulatively invest up to 20% of the net assets of any Sub-Fund in transferable securities and money market instruments within the same group.

Acquisition Limits by Issuer of Eligible Assets

n) The Company may not acquire any shares carrying voting rights which would enable the Company to exercise significant influence over the management of the issuing body;

The Company may not acquire more than:

- 10% of the non-voting shares of any issuer;
- 10% of the debt securities of any issuer;
- 10% of the money market instruments of any issuer;
- 25% of the shares/units of the same UCITS or other UCI with the meaning of Article 2(2) of the Investment Fund Law.

The limits laid down in the second, third and fourth indents above may be disregarded at the time of acquisition, if at that time the gross amount of bonds or of money market instruments or the net amount of the instruments in issue cannot be calculated.

The ceilings set forth above are waived as regards:

- transferable securities and money market instruments issued or guaranteed by a Member State or its local authorities;
- transferable securities and money market instruments issued or guaranteed by a Non-Member State of the EU;
- transferable securities and money market instruments issued by public international bodies of

which one or more Member State(s) of the EU are member(s);

- shares held by the Company in the capital of a company incorporated in a Non-Member State of the EU which invests its assets mainly in the securities of issuing bodies having their registered office in that State, where under the legislation of that State such a holding represents the only way in which the Company can invest in the securities of issuing bodies of that State. This derogation, however, shall apply only if in its investment policy the company from the Non-Member State of the EU complies with the limits laid down in Article 43 and 46 and Article 48, paragraphs (1) and (2) of the Investment Fund Law. Where the limits set in Articles 43 and 46 are exceeded, Article 49 shall apply mutatis mutandis;

- shares held by one or more investment companies in the capital of subsidiary companies which carry on the business of management, advice or marketing in the country where the subsidiary is established, in regard to the repurchase of shares/units at the request of share-/unitholders exclusively on its or their behalf.

The Company needs not comply with the limits laid down in the section 5 "Investment Restrictions" when exercising subscription rights attaching to transferable securities or money-market instruments which form part of their assets.

If the limits referred to in sub-section "Investment Limits Applicable to Eligible Assets" are exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.

While ensuring observance of the principle of risk spreading, newly authorised Sub-Funds may derogate from the limitations in sub-section "Investment Limits Applicable to Eligible Assets" other than those mentioned in paragraphs (i) and (n) for a period of six months following the date of their authorisation.

5.3. Liquid Assets

The Company may hold ancillary liquid assets.

5.4. Unauthorised Investments

The Company will not:

(i) make investments in, or enter into transactions involving, precious metals and certificates representing them, commodities, commodities contracts, or certificates representing commodities;

(ii) purchase or sell real estate or any option, right or interest therein, provided the Company may invest in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein;

(iii) carry out uncovered sales of transferable securities, money market instruments or other financial instruments referred to in sub-section "Eligible Assets", points (iv), (v) and (vii);

(iv) make loans to, or act as a guarantor for third parties, provided that for the purpose of this restriction i) the acquisition of transferable securities, money market instruments or other financial instruments referred to in sub-section "Eligible Assets", points (v), (vi) and (viii), in fully or partly paid form and ii) the permitted lending of portfolio securities shall be deemed not to constitute the making of a loan;

(v) borrow, except in case where the borrowing
- for the account of any Sub-Fund amounts to no more than 10% of their assets of that Sub-Fund taken at market value, any such borrowing to be from a bank and to be effected only on a temporary basis, or
- is done to enable the acquisition of immovable property essential for the direct pursuit of its business and represents not more than 10% of the net assets of each Sub-Fund.

Where the Company for the account of any Sub-Fund is authorized to borrow under both indents of this sub-paragraph, that borrowing shall not exceed 15% of the net assets of each Sub-Fund in total.
However, the Company may acquire for the account of any Sub-Fund foreign currency by means of back-to-back loans.

The Company will in addition comply with such further restrictions as may be required by the regulatory authorities in any country in which the shares of the Company are marketed.

(vi) Use of techniques and instruments relating to transferable securities and money market instruments

Sub-Funds must comply with the requirements of the Grand Ducal Regulations of 8 February 2008 and the ESMA Guidelines 2012/832 adopted by ESMA concerning ETFs and other UCITS issues as also specified within CSSF Circular 14/592 amending and/or supplementing the existing rules governing OTC derivative instruments, efficient portfolio management techniques and the management of collateral received in the context of such instruments and techniques.

5.5. Efficient Portfolio Management techniques

The Company may employ the following techniques and instruments related to Transferable Securities and money market instruments provided that such techniques or instruments are considered by the Board of Directors as economically appropriate to the efficient portfolio management of the Company in accordance with the investment objectives of each Sub-Fund.

Under no circumstances shall these operations cause a Sub-Fund to diverge from its investment objectives as laid down in this Prospectus or result in additional risk higher than its risk profile as described in a Sub-Fund specific text in this Prospectus. Such techniques and instruments may be used by any Sub- Fund for the purpose of generating additional capital or income or for reducing costs or risk, to the extent permitted by and within the limits set forth in (i) article 11 of the Grand Ducal regulation of 8 February 2008 relating to certain definitions of the Luxembourg Law, (ii) CSSF Circular 08/356 relating to the rules applicable to undertakings for collective investments when they use certain techniques and instruments relating to transferable securities and money market instruments, (iii) CSSF Circular 14/592 and (iv) any other applicable laws and regulations.

The risk exposure to a counterparty generated through efficient portfolio management techniques and OTC financial derivatives must be combined when calculating counterparty risk limits referred to in restriction 4.1. vi) above.

All revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs and fees, will be returned to the Sub- Fund concerned.

In particular, fees and cost may be paid to agents of the Company and other intermediaries providing services in connection with efficient portfolio management techniques as normal compensation of their services. Such fees may be calculated as a percentage of gross revenues earned by the Sub-Fund through the use of such techniques. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have with the Depositary will be available in the annual report of the Fund.

All assets subject to efficient portfolio management techniques are safe kept at the Depositary.

<u>A. Total Return Swaps</u>

Sub-Funds may use total return swap instruments. In such cases, the counterparty to the transaction must be an investment grade well-recognised market participant which has its registered office in a country which is an OECD member state and a FATF state, approved and monitored by the Management Company or the Investment Manager. At no time will a counterparty in a transaction have discretion over the composition or the management of the Sub-Fund's investment portfolio or over the underlying of the total return swap. Direct and indirect operational cost, which may be paid to the Depositary Bank, Brokers, Prime Brokers, Investment Banks, does generally not exceed 25% of the gross revenue generated by these transactions. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have will be available in the annual and semi-annual report of the Fund.

Equities and Fixed Income securities may be subject to total return swaps.

The risks related to investments into total return swaps and the effect on investor's returns are described under section "4.1. c) Risk Factors" and notably points (v), (vi), (vii), (viii) and (xi).

B. Securities Lending Transaction

The Company may more specifically enter into securities lending transactions provided that the following rules are complied with in addition to the above mentioned conditions:

(i) The borrower in a securities lending transaction must be investment grade counterparty which has its registered office in a country which is an OECD member state and a FATF state and must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law;
(ii) The Company may only lend securities to a borrower either directly or through a standardised system organised by a recognised clearing institution or through a lending system organised by a financial institution subject to prudential supervision rules considered by the CSSF as equivalent to those provided by EU law and specialised in this type of transaction;
(iii) The Company may only enter into securities lending transactions provided that it is entitled at any time under the terms of the agreement to request the return of the securities lent or to terminate the agreement.
(iv) No sanctions are or were imposed against the borrower
(v) Direct and indirect operational cost which may be paid to the Depositary Bank does generally not exceed 40% of the gross revenue generated by using these transactions. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have will be available in the annual and semi-annual report of the Fund.

Equities securities may be subject to securities lending transactions.

The expected proportion of the assets under management of a Sub-Fund that could be subject to securities lending transactions is 15%, subject to a maximum of 40%.

The risks related to the use of securities lending transactions and the effect on investors returns are described under section "4.1. c) Risk factors" and notably points (v), (vi), (vii), (viii) and (xii).

A. Repurchase and reverse repurchase transactions

The Company may enter into repurchase agreements that consist of forward transactions at the maturity of which the Company (seller) has the obligation to repurchase the assets sold and the counterparty (buyer) the obligation to return the assets purchased under the transactions. The Company may further enter into reverse repurchase agreements that consist of forward transactions at the maturity of which the counterparty (seller) has the obligation to repurchase the asset sold and the Company (buyer) the obligation to return the assets purchased under the transactions. The Company may also enter into transactions that consist in the purchase/sale of securities with a clause reserving for the counterparty/Company the right to repurchase the securities from the Company/counterparty at a price and term specified by the parties in their contractual arrangements.

The Company's involvement in such transactions is, however, subject to the additional following rules:

(i) The counterparty to these transactions must be investment grade which has its registered office in a country which is an OECD member state and a FATF state and subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law;
(ii) The Company may only enter into reverse repurchase agreement and/or repurchase agreement transactions provided that it is able at any time (a) to recall the full amount of cash in a reverse repurchase agreement or any securities subject to a repurchase agreement or (b) to terminate the agreement in accordance with applicable regulations. However, fixed-term transactions that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.
(iii) No sanctions are or were imposed against the counterparty

(iv) Direct and indirect operational cost, which may be paid to the Depositary Bank, Brokers, Prime Brokers, Investment Banks, does generally not exceed 25% of the gross revenue generated by using these transactions. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have will be available in the annual and semi-annual report of the Fund.

The risks related to the use of repurchase and reverse repurchase transactions and the effect on investors returns are described under section "4.1. c) Risk factors" and notably points (v), (vi), (vii), (viii) and (xii).

5.6. Management of collateral and collateral policy

Unless specified in the Sub-Fund Investment Policy, a Sub-Fund will not enter in any transaction without collateral to be provided. It is the intention of the Company, when entering derivative transaction, that a Sub-fund does not receive any collateral. In the event collateral is required this section will apply.

In the context of OTC financial derivatives transactions and efficient portfolio management techniques, each Sub-Fund concerned may receive collateral with a view to reduce its counterparty risk. This section sets out the collateral policy applied by the Company in such case. All assets received by a Sub-Fund in the context of efficient portfolio management techniques (securities lending, repurchase or reverse repurchase agreements) shall be considered as collateral for the purposes of this section.

Eligible collateral

Collateral received by the relevant Sub-Fund may be used to reduce its counterparty risk exposure if it complies with the criteria set out in applicable laws, regulations and circulars issued by the CSSF from time to time notably in terms of liquidity, valuation, issuer credit quality, correlation, risks linked to the management of collateral and enforceability. In particular, collateral should comply with the following conditions:

(a) Any collateral received other than cash should be of high quality, highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation;
(b) It should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place;
(c) It should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;
(d) It should be sufficiently diversified in terms of country, markets and issuers with a maximum exposure of 20% of the Sub-Fund's net asset value to any single issuer on an aggregate basis, taking into account all collateral received. By way of derogation, a Sub-Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. In such event, the relevant Sub-Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the Sub-Fund's net asset value;
(e) It should be capable of being fully enforced by the relevant Sub-Fund at any time without reference to or approval from the counterparty;
(f) Where there is a title transfer, the collateral received will be held by the Depositary. For other types of collateral arrangement, the collateral can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

Subject to the abovementioned conditions, collateral received by the Sub-Funds may consist of:

(a) Cash and cash equivalents, including short-term bank certificates and Money Market Instruments;
(b) Bonds issued or guaranteed by a Member State of the OECD or by their local public authorities or by supranational institutions and undertakings with EU, regional or worldwide scope;
(c) Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent;
(d) Shares or units issued by UCITS investing mainly in bonds/shares mentioned in (e) and (f) below;
(e) Bonds issued or guaranteed by first class issuers offering adequate liquidity;

(f) Shares admitted to or dealt in on a regulated market of a Member State of the EU or on a stock exchange of a Member State of the OECD, on the condition that these shares are included in a main index.

Cash collateral received shall only be:

- placed on deposit with entities prescribed in the Investment Fund Law;
- invested in high-quality government bonds;
- used for the purpose of reverse repo transactions provided the transactions are with credit institutions subject to prudential supervision and the Company is able to recall at any time the full amount of cash on accrued basis;
- invested in short-term money market funds as defined in the CESR Guidelines on a Common Definition of European Money Market Funds (Ref. CESR/10-049).

Re-invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral. In case of re-investment of cash collateral, the entirety of the risk considerations set out in section"4.1. c) Risk factors" regarding regular investments apply.

Level of collateral

Each Sub-Fund will determine the required level of collateral for OTC financial derivatives transactions and efficient portfolio management techniques by reference to the applicable counterparty risk limits set out in this Prospectus and taking into account the nature and characteristics of transactions, the creditworthiness and identity of counterparties and prevailing market conditions.

With respect to securities lending, the relevant Sub-Fund will generally require the borrower to post collateral representing, at any time during the lifetime of the agreement, at least 90% of the total value of the securities lent. Repurchase agreement and reverse repurchase agreements will generally be collateralised, at any time during the lifetime of the agreement, at a minimum of 100% of their notional amount.

Haircut policy

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined by the Company for each asset class based on its haircut policy. No review of the haircut level is undertaken in the context of daily valuation. The policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets and, where applicable, the outcome of liquidity stress tests carried out by the Company under normal and exceptional liquidity conditions. No haircut will generally be applied to cash collateral.

According to the Company's haircut policy the following discounts will be made:

a. Eligible assets/haircuts which apply to collateral for securities lending transactions:

Asset classes eligible for collateral	Haircut (% deducted from the market value)
High quality Government Bonds (rating above A by S&P or A2 by Moody's)	2%
Investment Grade Corporate Bonds	5%
Equities	15%
Cash	2%

b. Eligible assets/haircuts applicable to collateral for OTC:

Asset classes elligible for collateral	Haircut (% deducted from the market value)
Bonds, notes and Money market securities	2-8% depending on maturity
Investment funds	5%
Equities	15%
Cash	0%*

*May be higher when using currencies other than the reference currency

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6. SHARES OF THE COMPANY

The Board of Directors may, without limitation and at any time, issue additional shares at the respective net asset value ("**Net Asset Value**") per share determined in accordance with the provisions of the Company's Articles, without reserving to existing Shareholders a preferential right to subscribe for the shares to be issued.

On issue, all shares have to be fully paid up. The shares do not have any par value. Each share carries one vote, regardless of its Net Asset Value and of the Sub-Fund to which it relates.

Shares are only available in registered form. No share certificates will be issued in respect of registered shares unless specifically requested; registered share ownership will be evidenced by confirmation of ownership and registration on the share register of the Company.

Fractions of shares may be issued to three decimal places, whether resulting from subscription or conversion of shares. The resultant fractional shares shall have no right to vote but shall have the right to participate pro-rata in distributions and allocation of the proceeds of liquidation in the event of the winding-up of the Company or in the event of the termination of the Company.

The Directors may, at any time, decide to create further Sub-Funds and additional classes (collectively "**Classes**" and each a "**Class**") and in such case this Prospectus will be updated by adding or by updating the corresponding Appendices.

The Directors may issue Shares in several Classes in each Sub-Fund having: (i) a specific sales and redemption charge structure and/or (ii) a specific management or advisory fee structure and/or (iii) different distribution, Shareholder servicing or other fees and/or (iv) different types of targeted investors or distribution channel and/or (v) a different hedging structure and/or (v) such other features as may be determined by the Board of Directors from time to time.

The Board of Directors has full discretion to determine whether an investor qualifies or not for investment in a specific Class.

7. INCOME POLICY

The Board of Directors may issue distribution and capital-accumulation shares, as further specified in the relevant Sub-Fund specifics in Part B of this Prospectus.

(i) Capital-accumulation shares do not pay any dividends. They accumulate their income so that the income is included in the price of the shares.

(ii) The distribution policy of the distribution shares can be summarised as follows (unless otherwise specified for a Sub-Fund in the relevant Sub-Fund specifics in Part B of this Prospectus): Dividends will be declared, upon proposal of the Board of Directors, by the relevant Shareholders at the annual general meeting of Shareholders or any other Shareholder meeting.

Notwithstanding the foregoing, the Board of Directors reserves the right to decide to pay interim dividends or to propose the payment of dividends to the Annual General Meeting within any Classes of any Sub-Fund, in compliance with the conditions set forth by the law.

No distribution may be made as a result of which the minimum capital of the Company falls below EUR 1,250,000.00 or its equivalent in any other currency.

Dividends not claimed within five years of their due date will lapse and revert to the relevant Sub-Fund.

8. NET ASSET VALUE

8.1. Calculation

The Net Asset Value of each Class shall be determined by the Central Administration appointed by the Management Company, but in no instance less than twice (2) a month on such full bank business day or days in Luxembourg as the Board of Directors by resolution may direct (every such valuation day for which the Net Asset Value shall be determined will be referred to herein as "Valuation Day" and the day on which the Net Asset Value will be calculated will be referred to as "NAV Publication Day").

The Net Asset Value of each Sub-Fund will be expressed in the relevant currency of the Sub-Fund concerned and shall be determined for each Sub-Fund on each NAV Publication Day by aggregating the value of securities and other assets of the Company allocated to that Sub-Fund and deducting the liabilities of the Company allocated to that Sub-Fund.

The NAV Publication Day and the NAV Valuation Day for each Sub-Fund of the Company is indicated in each Sub-Fund specifics in Part B of this Prospectus.

The assets of the Company shall be deemed to include:

1. all cash in hand or on deposit, including any interest accrued and outstanding;
2. all bills and promissory notes receivable and receivables, including any outstanding proceeds of sales of securities;
3. all securities, equities, bonds, term bills, preferred shares, options or subscription rights, warrants, money market instruments and any other investments and transferable securities held by the Company;
4. all dividends and distributions payable to the Company either in cash or in the form of stocks and shares (the Company may, however, make adjustments to take account of any fluctuations in the market value of transferable securities caused by practices such as ex-dividend or ex-right trading);
5. all interest accrued and to be received on any interest-bearing securities belonging to the Company, unless this interest is included in the principal amount of such securities;
6. the Sub-Fund's formation costs, to the extent that these have not yet been amortised;
7. all other assets of whatever nature, including the proceeds of swap transactions and advance payments.

The value of assets of the Company shall be determined as follows based on the last available prices on each Valuation Day indicated in each Sub-Fund specifics in Part B of this Prospectus:

1. any cash in hand or on deposit, lists of bills for discount, bills and sight bills, receivables, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received will be valued taking their full value into account, unless it is unlikely that such amount will be paid or received in full, in which case the value thereof will be determined by applying a discount that the Board of Directors, in consultation with the Management Company, deems appropriate in order to reflect the true value of the asset;
2. the valuation of Company assets will, for transferable securities and money market instruments or derivatives admitted to an official stock exchange or traded on any other regulated market, be based on the last available price on the principal market on which these securities, money market instruments or derivatives are traded, as provided by a recognised listing service approved by the Management Company. If such prices are not representative of the fair value, these securities, money market instruments or derivatives as well as other authorised assets will be valued on the basis of their foreseeable sale prices, as determined in good faith by the Board of Directors, in consultation with the Management Company;
3. securities and money market instruments which are not listed or traded on any regulated market will be valued based on the last available price, unless such price is not representative of their true value; in this case, the valuation will be based on the foreseeable sale price of the security, as determined in good faith by the Board of Directors, in consultation with the Management Company;
4. the amortised cost valuation method may be used for short-term transferable securities of certain Sub-Funds of the Company. This method involves valuing a security at its cost and thereafter assuming a constant amortisation to maturity of any discount or premium regardless of the impact of fluctuating interest rates on the market value of the security. While this method provides a fair valuation, the value determined by amortised cost may sometimes be higher or lower than the price the Sub-Fund would receive if it were to sell the securities. For some short-term transferable securities, the

return for a Shareholder may differ somewhat from the return that could be obtained from a similar Sub-Fund which values its portfolio securities at their market value.

5. the value of investments in investment funds is calculated on the last available valuation. Generally, investments in investment funds will be valued in accordance with the methods laid down for such investment funds. These valuations are usually provided by the fund administrator or by the agent in charge of valuations of this investment fund. To ensure consistency in the valuation of each Sub-Fund, if the time at which the valuation of an investment fund was calculated does not coincide with the Valuation Day of the Sub-Fund in question, and such valuation is determined to have changed substantially since its calculation, the Net Asset Value may be adjusted to reflect these changes as determined in good faith by the Board of Directors, in consultation with the Management Company;
6. the valuation of swaps is based on their market value, which itself depends on various factors such as the level and volatility of the underlying indices, market interest rates or the residual duration of the swap. Any adjustments required as a result of issues and redemptions will be carried out by means of an increase or decrease in the swaps, traded at their market value;
7. the valuation of derivatives traded over-the-counter (OTC), such as futures, forwards or options not traded on a stock exchange or another regulated market, will be based on their net liquidation value determined in accordance with the policies established by the Board of Directors, in consultation with the Management Company, in a manner consistently applied for each type of contract. The net liquidation value of a derivative position corresponds to the unrealised profit/loss with respect to the relevant position. This valuation is based on or controlled by the use of a model recognised and commonly practiced on the market;
8. the value of other assets will be determined prudently and in good faith by the Board of Directors in accordance with generally accepted valuation principles and procedures.

The Board of Directors, in consultation with the Management Company, may authorise an alternative valuation method to be used if it considers that such a valuation better reflects the fair value of any asset of the Company.

The valuation of the Company's assets and liabilities expressed in foreign currencies will be converted into the currency of the Sub-Fund concerned, based on the last known exchange rate on the relevant Valuation Day.

All regulations will be interpreted and valuations carried out in accordance with generally accepted accounting principles. Adequate provisions will be established for each Sub-Fund for the expenses incurred by each Sub-Fund of the Company and any off-balance sheet liabilities shall be taken into account in accordance with fair and prudent criteria. For each Sub-Fund and for each share class, the Net Asset Value per Share will be determined in the Reference Currency of the relevant Class, by a figure obtained by dividing the net assets of the Share Class concerned, comprising the assets of this Share Class less any liabilities attributable to it on the relevant Valuation Day, by the number of Shares issued and outstanding for the Share Class concerned on the same Valuation Day. If several Share Classes are available for a Sub-Fund, the Net Asset Value per share of a given Share Class will at all times be equal to the amount obtained by dividing the portion of net assets attributable to this Share Class by the total number of Shares of this Share Class issued and outstanding. Similarly, the Net Asset Value of a capitalisation share of a given Share Class will at all times be equal to the amount obtained by dividing the portion of net assets of this Share Class attributable to all the capitalisation Shares by the total number of capitalisation Shares of this class issued and outstanding.

Any Share that is in the process of being redeemed will be treated as an issued and existing Share until the close of the Valuation Day applicable to the redemption of this share and, until such time as the redemption is settled, it will be deemed a Company liability. Any Shares to be issued by the Company in accordance with subscription requests received shall be treated as being issued with effect from the close of the Valuation Day on which their issue price was determined, and this price will be treated as an amount payable to the Company until such time as it is received by the latter.

8.2. Suspension

In each Sub-Fund, the Board of Directors, in consultation with the Management Company, may temporarily suspend the determination of the Net Asset Value of Shares and, in consequence, the issue, redemption and conversion of Shares in any of the following events:

1. when one or more stock exchange or other Regulated Markets which provide the basis for valuing a material portion of the assets of the Company attributable to such Sub-Fund, or when one or more foreign exchange markets in the currency in which a material portion of the assets of the Company attributable to such Sub-Fund is denominated, are closed otherwise than for ordinary holidays or if dealings therein are restricted or suspended;

2. when, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the Board of Directors, disposal of all or part of the assets of the Company attributable to such Sub-Fund is not reasonably or normally practicable without being seriously detrimental to the interests of the Shareholders;

3. in the case of a breakdown in the normal means of communication used for the valuation of any investment of the Company attributable to such Sub-Fund, or if, for any exceptional circumstances, the value of any asset of the Company attributable to such Sub-Fund may not be determined as rapidly and accurately as required;

4. if, as a result of exchange restrictions or other restrictions or breakdown in the normal means of affecting the transfer of funds, transactions on behalf of the Company are rendered impracticable or if purchases and sales of the Company's assets attributable to such Sub-Fund cannot be effected at normal rates of exchange;

5. following a possible decision to liquidate or dissolve the Company or one or several Sub-Funds;

6. in all other cases in which the Board of Directors, in consultation with the Management Company, considers a suspension to be in the best interest of the Shareholders.

Any such suspension shall be published in a Luxembourg newspaper, chosen by the Board of Directors, and shall be notified to Shareholders who have applied for the subscription, redemption or conversion of Shares for which the calculation of the Net Asset Value has been suspended.

Any subscription, redemption or conversion request made during such a suspension period may be withdrawn by written notice to be received by the Central Administration before the end of such suspension period. Should such withdrawal not be effected, the Shares in question will be effectively subscribed, redeemed or converted on the first Valuation Day following the termination of the suspension period.

Such suspension as to any Sub-Fund shall have no effect on the calculation of the Net Asset Value per Share, the issue, redemption and conversion of the Shares of any other Sub-Fund.

Any request for subscription, redemption or conversion shall be irrevocable except, as already stated above, in the event of a suspension of the calculation of the Net Asset Value.

If the requests for redemption and/or conversion received for any specific Valuation Day exceed 10% of the Net Asset Value of a Sub-Fund or Class of a Sub-Fund, the Management Company may defer such exceeding redemption and/or conversion requests to be dealt with to the following Valuation Day. The above limitations will be applied pro rata to all Shareholders who have requested redemptions to be effected on or as at such Valuation Day so that the proportion redeemed of each holding so requested is the same for all such Shareholders.

9. ISSUE OF SHARES

9.1. Application Forms

Investors subscribing for shares for the first time should complete an Application Form and sent it by post mail directly to the Registrar and Transfer Agent or contact their local Distributor. Application Forms may also be accepted by facsimile transmission or by any other electronic means as the Board may prescribe from time to time, as long as the Application Form is received in original by post. Registration Forms must be completed, signed and returned immediately to the Registrar and Transfer agent. An Application Form will not be required for any additional subscriptions in the same Sub-Fund.

When initial or subsequent applications are made by facsimile transmission, the applicant bears all the risks implied by instructions sent in such a form, in particular those due to transmission mistakes, misunderstanding, non-reception (the acknowledgement of delivery cannot represent a proof of the sending of a facsimile transmission) or identification errors, and fully discharges the Registrar and Transfer Agent or the Distributor for the same.

As an additional safety feature, the Company requires applicants to specify in the Application Form a bank account to which redemption proceeds should always be paid. Any subsequent change to a specified bank account must be confirmed in writing accompanied by the signature(s) of the Shareholder.

9.2. Initial Subscription Period

The initial subscription period (which may last at least one day) and price of each newly created or activated Sub-Fund will be determined by the Directors at their sole discretion.

Payments for subscriptions made during the initial subscription period must have been received in the Reference Currency of the relevant Sub-Fund / Share-Class by the Company within the time period indicated in the relevant Sub Fund's specifics in Part B of this Prospectus.

Payments must be received by electronic transfer net of all bank charges.

9.3. Subsequent Subscriptions

Following any initial subscription period, shares will be issued on each Dealing Day and the issue price per share will be the Net Asset Value per share on the applicable Valuation Day unless shares are issued in series. Subsequent Subscriptions in Series Classes will be issued at a fixed price, further detailed in part B of this prospectus where applicable.

A subscription fee of maximum 5% calculated on the invested amount may be charged to the investors upon a subscription for shares in a Class. The percentage amount of the subscription fee is indicated for each Class in Part B of this Prospectus (section "Fees and expenses" in each Sub-Fund specifics). Subscription fees can be waived at discretion of the Board of Directors.

The procedure applicable to subscription requests is described in each Sub-Fund specifics in Part B of this Prospectus (section "Subscription, redemption, conversion and transfers"). The investor will bear any taxes or other expenses attaching to the application.

All shares will be allotted immediately upon subscription and payment must be received by the Company within the deadlines indicated in Part B of this Prospectus (section "Subscription, redemption and conversion" in each Sub-Fund specifics) and if payment is not received, the relevant allotment of shares may be cancelled at the risk and cost of the Shareholder. Payments should preferably be made by bank transfer and shall be made in the Reference Currency of the relevant Class.

Payments made by the investor by cheque are not accepted. The Board of Directors reserves the right to accept or refuse any subscriptions in whole or in part for any reason.

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

9.4. Minimum Initial Subscription and Holding

Minimum subscription amounts may be imposed in certain Classes, as indicated in the Part B of this Prospectus. The Board of Directors may, in its full discretion, for any subscription in a Class or for certain investors only, waive this minimum subscription amount.

If, as a result of redemption, the value of a Shareholder's holding in a Class would become less than the relevant minimum holding amount as indicated above, then the Company may elect to redeem the entire holding of such Shareholder in the relevant Class. It is expected that such redemptions will not be implemented if the value of the Shareholder's shares falls below the minimum investment limits solely as a result of market conditions. Thirty calendar days prior written notice will be given to Shareholders whose shares are being redeemed to allow them to purchase sufficient additional shares so as to avoid such compulsory redemption.

9.5. Stock Exchange listing

Shares of different Sub-Funds and their Classes may at the discretion of the Directors of the Company be listed on stock exchanges, in particular the Luxembourg Stock Exchange.

10. REDEMPTION OF SHARES

A Shareholder has the right to request that the Company redeems its shares at any time.

Shares will be redeemed at the respective Net Asset Value of Shares of each Class.

A redemption fee may be charged.
to the investors upon the redemption of Shares in a Class. The percentage amount of the redemption fee is indicated for each Class in Part B of this Prospectus (section "Fees and expenses" in each Sub-Fund specifics).

The procedure applicable to redemption requests is described in each Sub-Fund specifics in Part B of this Prospectus (section "Subscription, redemption and conversion"). All requests will be dealt with in strict order in which they are received, and each redemption shall be effected at the Net Asset Value of the said shares.

Redemption proceeds will be paid in the Reference Currency of the respective Class. Payment will be effected within the deadlines indicated for each Class in Part B of this Prospectus (section "Subscription, redemption and conversion" in each Sub-Fund specifics) and after receipt of the proper documentation.

Investors should note that any redemption of shares by the Company will take place at a price that may be more or less than the Shareholder's original acquisition cost, depending upon the value of the assets of the Sub-Fund at the time of redemption.

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

Except if otherwise decided by the Board:

1. the value of shares to be redeemed in a Class pursuant to a redemption request by a single Shareholder should not be less than EUR 1,000.00 (or the equivalent amount in another currency);

2. if, as a result of a redemption request, the value of a shareholder's holding in a Class would become less than EUR 1,000.00 the shareholder will be deemed to have requested a redemption of the entire holding in the relevant class;

11. CONVERSION BETWEEN SUB-FUNDS/CLASSES OF SHARES

Shareholders may switch some or all of their Shares in one Sub-Fund to Shares in another Sub Fund only within the same Class or category. Investors should note that instructions received in relation to Shares switched pursuant to a previous transaction will not be processed if insufficient time has elapsed between receiving the two sets of instructions and the previous transaction is not yet completed.

Unless specified otherwise in each Sub-Fund specifics in Part B of this Prospectus, no conversion fee will be charged. Shareholders may be requested to bear the difference in subscription fee between the Sub-Fund they leave and the Sub-Fund of which they become Shareholders, should the subscription fee of the Sub-Fund into which the Shareholders are converting their shares be higher than the fee of the Sub-Fund they leave.

The procedure applicable to conversion requests is described in each Sub-Fund specifics in Part B of this Prospectus (see section "Subscription, redemption and conversion").

The Board of Directors will determine the number of shares into which an investor wishes to convert his existing shares in accordance with the following formula:

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

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

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

C = The Net Asset Value per share in the original Class of shares

E = The Net Asset Value per share of the new Class of shares

EX = The exchange rate on the conversion day in question between the currency of the Class of shares to be converted and the currency of the Class of shares to be assigned. In the case no exchange rate is needed the formula will be multiplied by 1.

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

12. SHARE TRANSFERS

The transfer of shares may normally be effected by delivery to the Administrator of an instrument of transfer and the shareholder application form. Investors are advised to take note of the minimum shareholding applicable for each Class (set out in Part B). If a transfer would otherwise result in a shareholder retaining a residual shareholding of less than the required minimum shareholding applicable to the relevant sub fund share class, the shareholder will be deemed to have requested to transfer his residual shareholding in the original sub fund share class as well. If a transferee is not already a shareholder in the Company, the transferee must complete the application form and return it to the Company as soon as practicable.

13. LATE TRADING/MARKET TIMING POLICY

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

"Late Trading" is understood to be the acceptance of a subscription (or switching or redemption or transfer) order after the applicable cut-off time on the relevant Valuation Day and the execution of such order at a price based on the Net Asset Value per Share applicable for such same day. Late Trading is strictly forbidden.

"Market Timing" is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or switches shares within a short time period, by taking advantage of time differences and/or imperfections of deficiencies in the method of determination of the Net Asset Value per share of a given Sub-Fund. Market Timing practices may disrupt the investment management of the Sub-Fund and harm the performance of the relevant Sub-Fund.

In order to avoid such practices, Shares are issued, redeemed and switched at an unknown price and the Company will not accept orders received after the relevant cut-off time.

The Company reserves the right to refuse dealing orders with respect to a Sub-Fund by any person who is suspected of Market Timing activities and to take appropriate measures to protect other investors of the Company.

14. TAXATION IN LUXEMBOURG

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

Taxation of the Company

The Company is not subject to taxation in Luxembourg on its income, profits or gains.

The Company is not subject to net wealth tax in Luxembourg.

A EUR 75.- registration tax is to be paid upon incorporation and each time the articles of association of the SICAV are amended. No stamp duty, capital duty or other tax will be payable in Luxembourg upon the issue of the shares of the Company.

The Company is however subject to a subscription tax (*taxe d'abonnement*) levied at the rate of 0.05% *per annum* based on its net asset value at the end of the relevant quarter, calculated and paid quarterly.

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

A reduced subscription tax rate of 0.01% *per annum* is applicable to UCITS individual compartments of UCITS with multiple compartments, as well as for individual classes of securities issued within a UCITS or within a compartment of a UCITS with multiple compartments, provided that the securities of such compartments or classes are reserved to one or more institutional investors.

Subscription tax exemption applies to (i) investments in a Luxembourg UCI subject itself to the subscription tax, (ii) UCIs, compartments thereof or dedicated classes reserved to retirement pension schemes, (iii) money market UCIs, (iv) UCITS and UCIs subject to the part II of the 2010 Law qualifying as exchange traded funds, and (v) UCIs and individual compartments thereof with multiple compartments whose main objective is the investment in microfinance institutions.

Withholding tax

Interest and dividend income received by the Company may be subject to non-recoverable withholding tax in the source countries. The Company may further be subject to tax on the realised or unrealised capital appreciation of its assets in the countries of origin. The Company may benefit from double tax treaties entered into by Luxembourg, which may provide for exemption from withholding tax or reduction of withholding tax rate.

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

Taxation of the Shareholders

Luxembourg resident individuals

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

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

Distributions made by the Company will be subject to income tax. Luxembourg personal income tax is levied following a progressive income tax scale, and increased by the solidarity surcharge (*contribution au fonds pour l'emploi*) giving an effective maximum marginal tax rate of 43.6%. An additional temporary income tax of 0,5% (*impôt d'équilibrage budgétaire temporaire*) will be due by Luxembourg individuals subject to Luxembourg State social security scheme in relation to their professional and capital income.

Luxembourg resident corporate

Luxembourg resident corporate Investors will be subject to corporate taxation at the rate of 29.22% (in 2016 for entities having the registered office in Luxembourg-City) on capital gains realised upon disposal of shares and on the distributions received from the Company.

Luxembourg corporate resident Investors who benefit from a special tax regime, such as, for example, (i) an UCI subject to the 2010 Law, (ii) specialised investment funds subject to the amended law of 13 February 2007 on specialised investment funds, or (ii) family wealth management companies subject to the amended law of 11 May 2007 related to family wealth management companies, are exempt from income tax in Luxembourg, but instead subject to an annual subscription tax (*taxe d'abonnement*) and thus income derived from the shares, as well as gains realised thereon, are not subject to Luxembourg income taxes.

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

Non-Luxembourg residents

Non-resident individuals or collective entities who do not have a permanent establishment in Luxembourg to which the shares are attributable, are not subject to Luxembourg taxation on capital gains realised upon disposal of the shares nor on the distribution received from the Company and the shares will not be subject to net wealth tax. The additional temporary income tax of 0,5% (*impôt d'équilibrage budgétaire temporaire*) will be also due by individuals subject to Luxembourg State social security scheme in relation to their professional and capital income.

European Savings Directive

On 10 November 2015, the European Council adopted Council Directive (EU) 2015/2060 repealing Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments of 3 June 2003 (the "Savings Directive") from 1 January 2017 for Austria and from 1 January 2016 for all other EU Member States (i.e. the Savings Directive will no longer apply once all the reporting obligation concerning the calendar year 2015 will have been complied with).

Under the Savings Directive, EU Member States (the "Member States") are required to provide the tax authorities of another Member State with information on payments of interest or other similar income (within the meaning of the Savings Directive) paid by a paying agent (within the meaning of the Savings Directive) to an individual beneficial owner who is a resident, or to certain residual entities (within the meaning of the Savings Directive) established, in that other Member State.

Under the Luxembourg laws dated 21 June 2005 (the "Laws"), implementing the Savings Directive, as amended by

the Law of 25 November 2014, and several agreements concluded between Luxembourg and certain dependent or associated territories of the EU ("Territories"), a Luxembourg-based paying agent is required since 1 January 2015 to report to the Luxembourg tax authorities the payment of interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual or certain residual entities resident or established in another Member State or in the Territories, and certain personal details on the beneficial owner. Such details are provided by the Luxembourg tax authorities to the competent foreign tax authorities of the state of residence of the beneficial owner (within the meaning of the Savings Directive).

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. For Austria, the Euro-CRS Directive applies the first time by 30 September 2018 for the calendar year 2017, i.e. the Savings Directive will apply one year longer.

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 its Investors to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status and report information regarding a shareholder and his/her/its account to the Luxembourg tax authorities (*Administration des Contributions Directes*), if such account is deemed a CRS reportable account under the CRS Law. The Company shall communicate any information to the Investor according to which (i) the Company is responsible for the treatment of the personal data provided for in the CRS Law; (ii) the personal data will 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 Company reserves the right to refuse any application for shares if the information provided or not provided does not satisfy the requirements under the CRS Law.

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

14.1. FATCA

The Foreign Account Tax Compliance Act ("FATCA"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. It requires financial institutions outside the US ("foreign financial

institutions" or "FFIs") to pass information about "Financial Accounts" held by "US Persons", directly or indirectly, to the US tax authorities, the Internal Revenue Service ("IRS") on an annual basis. A 30% withholding tax is imposed on certain US source income of any FFI that fails to comply with this requirement.

On 28 March 2014, the Grand-Duchy of Luxembourg has entered into a Model 1 Intergovernmental Agreement ("IGA") with the United States of America and a memorandum of understanding in respect thereof. The Company would thus have to comply with such Luxembourg IGA as implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA (the "FATCA Law") in order to comply with the provisions of FATCA rather than directly complying with the US Treasury Regulations implementing FATCA.

The Company intends to comply with the provisions of the FATCA Law and the Luxembourg IGA to be deemed compliant with FATCA and will thus not be subject to the 30% withholding tax with respect to its share of any such payments attributable to actual and deemed U.S. investments of the Company. The Company will continually assess the extent of the requirements that FATCA and notably the FATCA Law place upon it.

To ensure the Company's compliance with FATCA, the FATCA Law and the Luxembourg IGA in accordance with the foregoing, the Company may:

a) Withhold any taxes or similar charges that it is legally required to withhold, whether by law or otherwise, in respect of any shareholding in the Company;
b) Require any Shareholder or beneficial owner of the Shares to promptly furnish such personal data as may be required by the Company in its discretion in order to comply with any law and/or to promptly determine the amount of withholding to be retained;
c) Divulge any such personal information to any tax or regulatory authority, as may be required by law or such authority;
d) Withhold the payment of any dividend or redemption proceeds to a Shareholder until the Company holds sufficient information to enable it to determine the correct amount to be withheld.

The Company warrants that its shares will not be offered from within the United States or sold or delivered to US persons. A US Person is any person who: (i) is a United States person within the meaning of Section 7701(a)(30) of the US Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder; (ii) is a US person within the meaning of Regulation S under the US Securities Act of 1933 (17 CFR § 230.902(k)); (iii) is not a Non-United States person within the meaning of Rule 4.7 of the US Commodity Futures Trading Commission Regulations (17 CFR § 4.7(a)(1)(iv)); (iv) is in the United States within the meaning of Rule 202(a)(30)-1 under the US Investment Advisers Act of 1940, as amended; or (v) any trust, entity or other structure formed for the purpose of allowing US Persons to invest in the Fund.

For further information on Investors restriction please consult the Application Form or revert to the Management Company.

15. MANAGEMENT COMPANY, INVESTMENT MANAGERS AND INVESTMENT ADVISORS

Notz, Stucki Europe S.A. has been designated by the Board of Directors of the Company as Management Company to provide investment management, administration and marketing functions to with the possibility to delegate part of such functions to third parties.

The Board of Directors is responsible for the overall investment policy, objectives and management of the Company and remains ultimately responsible for such policy even on appointment of a Management Company, an investment manager and/or an investment advisor to a specific Sub-Fund from time to time.

Notz, Stucki Europe S.A. was incorporated in Luxembourg in 1990 under the name NSM Advisory Services S.A. as investment advisor to clients located in countries within the European Union. In February 2001, the object of the company was amended and the company also obtained a licence as portfolio manager in accordance with Luxembourg legislation. Since December 2013, Notz, Stucki Europe S.A. is subject to the provisions of Chapter 15 of the Law of 17 December 2010 and is authorized as alternative investment fund manager in accordance with Chapter 2 of the Law of 12 July 2013.

The Management Company will, on a day-to-day basis and subject to the overall control and ultimate responsibility of the Board of Directors, purchase and sell securities and otherwise manage the assets of the Sub-Funds in accordance with the investment objective, policy and restrictions applicable to each Sub-Fund and may, with the approval of the Board of Directors, sub-delegate all or part of its functions hereunder, in which case this Prospectus will be amended.

Pursuant to Article 111bis of the Investment Fund Law, the Management Company has established a remuneration policy for those categories of staff, including senior management, risk takers, control functions, and any employees receiving total remuneration that takes them into the same remuneration bracket as senior management and risk takers and whose professional activities have a material impact on the risk profiles of the Management Company or the Company, that are consistent with and promote sound and effective risk management and do not encourage risk-taking which is inconsistent with the risk profiles or the Company's Articles.

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

The remuneration policy also provides that where remuneration is performance-related, the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the funds managed by the Management Company in order to ensure that the assessment process is based on the longer-term performance of the funds and their investment risks and that the actual payment of performance-based components of remuneration is spread over the same period.

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

The up-to-date remuneration policy of the Management Company, including, but not limited to, a description of how remuneration and benefits are calculated, the identity of persons responsible for awarding the remuneration and benefits , are available in paper copy free of charge upon request at the Management Company's registered office. A disclosure of the remuneration policy can also be found on the website www.nsfunds.com.

In addition, all other relevant policies required by the Investment Fund Law can be obtained at the Management Company. The Management Company has established, implemented and maintains an effective conflicts of interest policy including the identification of the circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of the Company or one or more other clients and the procedures to be followed and measures to be adopted in order to manage such conflicts.

The Management Company appointed CAM Global Investments Ltd ("CAM Global Investments") as Investment Advisor of the Sub-Fund Clarion Global Emerging Markets Bond Fund. CAM Global Investments is a Fixed Income Emerging Markets Specialist Manager in with over 20 years of market experience. CAM Global Investments seeks to provide EM Fixed Income investment management services to both Institutional and High Net Worth clients including Private Banks, Multi Family Offices, Family Offices, High Net Worth individuals, Pension Funds, Endowments and Foundations.

16. ADMINISTRATIVE, REGISTRAR AND TRANSFER AGENT & DEPOSITARY BANK AND PAYING AGENT

16.1. Domiciliary agent, administrative agent and transfer agent

The Management Company appointed APEX Fund Services (Malta) Ltd-Luxembourg Branch as domiciliary agent (the "Domiciliation Agent") and as administrative , registrar and transfer agent (the "Central Administration") of the Company pursuant to, respectively, a domiciliary services agreement (the "Domiciliation Agreement") and an administration agreement (the "Administration Agreement"), (altogether the "Service Agreements") . The Service Agreements were made for an unlimited period of time.

Apex Fund Services (Malta) Limited, Luxembourg Branch is part of the Apex Group, a global provider of fund administration services with 34 offices across the globe, ISAE 3402/SSAE16 audited, independently owned with over US Dollars 45,000,000,000.00 under administration. Apex Group provides specialist fund administration, share registrar, corporate secretarial services and directors to funds and collective investment schemes globally.

As Central Administration, Apex Fund Services (Malta) Limited, Luxembourg Branch shall receive an annual fee as indicated below and is also entitled to be reimbursed for all out of pocket expenses properly incurred in performing its duties as administrator, registrar and transfer agent of the Fund.
Under the Administration Agreement, the Fund will indemnify Apex Fund Services (Malta) Limited, Luxembourg Branch to the fullest extent permitted by law against any and all judgments, fines, amounts paid in settlement and reasonable expenses, including legal fees and disbursements, incurred by APEX Fund Services (Malta) Limited, Luxembourg Branch, save where such actions, suits or proceedings are the result of fraud, wilful misconduct or gross negligence of Apex Fund Services (Malta) Limited, Luxembourg Branch.
In accordance with the terms of the Administration Agreement, the services of Apex Fund Services (Malta) Limited, Luxembourg Branch may be terminated by at least 90 days written notice from either the Fund or Apex Fund Services (Malta) Limited, Luxembourg Branch (or such shorter notice period as the parties may agree to accept) or earlier on the liquidation of either the Fund or Apex Fund Services (Malta) Limited, Luxembourg Branch.

Apex Fund Services (Malta) Limited, Luxembourg Branch is a Luxembourg professional of the financial sector within the meaning of the Luxembourg law of 5 April 1993 on the financial services sector, as amended. It is subject as such to the supervision of the Commission de Surveillance du Secteur Financier.

In its capacity as administrative agent, Apex Fund Services (Malta) Ltd-Luxembourg Branch is responsible for all administrative duties required by Luxembourg law and in particular for the book-keeping and calculation of the Net Asset Value in accordance with this Prospectus and the Articles.

Apex Fund Services (Malta) Ltd-Luxembourg Branch will receive a global remuneration for its services as administrative and transfer agent. Each Sub-Fund will remunerate Apex Fund Services (Malta) Ltd-Luxembourg Branch with a minimum fee of EUR 20'000 p.a. and a maximum fee of 0.04% p.a. calculated monthly on the net asset value, with the exception of the Sub-Fund Clarion Global Emerging Markets Bond Fund which has a minimum fee of USD 30,000 p.a. and a maximum fee of 0.04% p.a. Additionally each Sub-Fund which has a valuation other than daily will remunerate Apex Fund Services (Malta) Ltd-Luxembourg Branch a fee of EUR 970 per month in order to calculate a daily non-dealing valuation report.

All the above remunerations (exclusive of VAT and/or other taxes) are mentioned in the relevant service agreements which the Shareholders may consult during normal business hours at the registered office of the Company.

16.2. Depositary bank and paying agent

UBS Europe SE, Luxembourg Branch, (the "Depositary Bank") has been appointed by the Company as the depositary bank for (i) the safekeeping of the assets of the Company (ii) the cash monitoring, (iii) the oversight functions and (iv) such other services as are agreed in the Depositary Bank Agreement.

The Depositary Bank is a public limited company (société anonyme) under the laws of Luxembourg incorporated for an unlimited duration and which is registered with the Luxembourg register of commerce and companies. The

registered office is at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, It is licensed to carry out banking activities under the terms of the Luxembourg law of 5 April 1993 on the financial services sector, as amended, and specialises in custody, fund administration and related services.

UBS Europe SE, Luxembourg Branch shall also act as paying agent for the Company in connection with the receipt of payments, the issue of shares and the payment of monies in respect of the repurchase of the shares. Each Sub-Fund will remunerate the Depositary Bank a fee of 0.0475% p.a.calculated monthly on the net asset value, subject to certain minima which may vary from Sub-fund to Sub-fund.

The Depositary has been appointed for the safe-keeping of financial instruments that can be held in custody, for the record keeping and verification of ownership of other assets of the Company as well as to ensure for the effective and proper monitoring of the Company's cash flows in accordance with the provisions of the Law of 2010 and the Depositary Agreement. Assets held in custody by the Depositary shall not be reused by the Depositary, or any third party to which the custody function has been delegated, for their own account, unless such reuse is expressly allowed by the Law of 2010.

In addition, the Depositary shall also ensure that (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (ii) the value of the Shares is calculated in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation, (iii) the instructions of the Management Company or the Company are carried out, unless they conflict with applicable Luxembourg law, the Prospectus and/or the Articles of Incorporation, (iv) in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits, and (v) the Company's incomes are applied in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation.

In compliance with the provisions of the Depositary Agreement and the Law of 2010, the Depositary may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safe-keeping duties in relation to financial instruments that can be held in custody, duly entrusted to the Depositary for custody purposes, and/or all or part of its duties regarding the record keeping and verification of ownership of other assets of the Company to one or more sub-custodian(s), as they are appointed by the Depositary from time to time. The Depositary does not allow its sub-custodians to make use of sub-delegates which have not been approved by the Depositary in advance.

Prior to the appointment of any sub-custodian and sub-delegate and on an ongoing basis based on applicable laws and regulations as well as its conflict of interests policy the Depositary shall assess potential conflicts of interests that may arise from the delegation of its safekeeping functions. The Depositary is part of the UBS Group, a worldwide, full-service private banking, investment banking, asset management and financial services organization which is a major participant in the global financial markets. As such, potential conflicts of interest from the delegation of its safekeeping functions could arise as the Depositary and its affiliates are active in various business activities and may have differing direct or indirect interests. Investors may obtain additional information free of charge by addressing their request in writing to the Depositary.

In order to avoid any potential conflicts of interest, the Depositary does not appoint any sub-custodians and does not allow the appointment of any sub-delegate which is part of the UBS Group, unless such appointment is in the interest of the Shareholders and no conflict of interest has been identified at the time of the sub-custodian's or sub-delegate's appointment. Irrespective of whether a given sub-custodian or sub-delegate is part of the UBS Group or not, the Depositary will exercise the same level of due skill, care and diligence both in relation to the selection and appointment as well as in the on-going monitoring of the relevant sub-custodian or sub-delegate. Furthermore, the conditions of any appointment of a sub-custodian or sub-delegate that is member of the UBS Group will be negotiated at arm's length in order to ensure the interests of the Company and its Shareholders. Should a conflict of interest occur and in case such conflict of interest cannot be mitigated, such conflict of interest as well as the decisions taken will be disclosed to Shareholders. An up-to-date description of any safekeeping functions delegated by the Depositary and an up-to-date list of these delegates and sub-delegate(s) can be found on the following webpage: https://www.ubs.com/global/en/legalinfo2/luxembourg.html.

Where the law of a third country requires that financial instruments are held in custody by a local entity and no local entity satisfies the delegation requirements of article 34bis, paragraph 3, lit. b) i) of the Law of 2010, the Depositary may delegate its functions to such local entity to the extent required by the law of that third country for as long as there are no local entities satisfying the aforementioned requirements. In order to ensure that its tasks are only delegated to sub-custodians providing an adequate standard of protection, the Depositary has to exercise all due skill, care and diligence as required by the Law of 2010 in the selection and the appointment of any sub-custodian to whom it intends to delegate parts of its tasks and has to continue to exercise all due skill, care and diligence in the periodic review and ongoing monitoring of any sub-custodian to which it has delegated parts of its tasks as well as of any arrangements of the sub-custodian in respect of the matters delegated to it. In particular, any delegation is only possible when the sub-custodian at all times during the performance of the tasks delegated to it segregates the assets of the Company from the Depositary's own assets and from assets belonging to the sub-custodian in accordance with the Law of 2010. The Depositary's liability shall not be affected by any such delegation, unless otherwise stipulated in the Law of 2010 and/or the Depositary Agreement.

The Depositary is liable to the Company or its Shareholders for the loss of a financial instrument held in custody within the meaning of article 35 (1) of the Law of 2010 and article 12 of the Commission Delegated Regulation (EU) 2016/438 of 17 December 2015 supplementing the UCITS Directive with regard to obligations of depositaries (the "Fund Custodial Assets") by the Depositary and/or a sub-custodian (the "Loss of a Fund Custodial Asset").

In case of Loss of a Fund Custodial Asset, the Depositary has to return a financial instrument of an identical type or the corresponding amount to the Company without undue delay. In accordance with the provisions of the Law of 2010, the Depositary will not be liable for the Loss of a Fund Custodial Asset, if such Loss of a Fund Custodial Asset has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary Depositary shall be liable to the Company and to the Shareholders for all other direct losses suffered by them as a result of the Depositary's negligence or intentional failure to properly fulfil its duties in accordance with applicable law, in particular the Law of 2010 and the Depositary Agreement.

The Company and the Depositary may terminate the Depositary Agreement at any time by giving three (3) months' notice by registered letter. In case of a voluntary withdrawal of the Depositary or of its removal by the Company, the Depositary must be replaced before maturity of such notice period by a successor depositary to whom the Company's assets are to be delivered and who will take over the functions and responsibilities of the Depositary. If the Company does not name such successor depositary in time the Depositary may notify the CSSF of the situation.

Duties of the Depositary Bank

The Depositary Bank shall ensure the safekeeping of the Company's assets, which will be held in custody either directly by the Depositary Bank or, to the extent permitted by applicable laws and regulations, through other credit institutions or financial intermediaries acting as its correspondents, sub-depositary banks, nominees, agents or delegates. The Depositary Bank has also to ensure that the Company's cash flows are properly monitored, and in particular that the subscription monies have been received and all cash of the Company has been booked in the cash account in the name of (i) the Company, (ii) the Management Company on behalf of the Company or (iii) the Depositary Bank on behalf of the Company.

In addition, the Depositary Bank shall also ensure:

(i) that the sale, issue, repurchase, redemption and cancellation of the Shares of the Company are carried out in accordance with Luxembourg law, the Prospectus and the Articles;
(ii) that the value of the Shares of the Company is calculated in accordance with Luxembourg law, the Prospectus and the Articles of Incorporation;
(iii) to carry out the instructions of the Company and the Management Company,, unless they conflict with Luxembourg law, the Prospectus and/ or the Articles;
(iv) that in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits;
(v) that the Company's incomes are applied in accordance with Luxembourg law, the Prospectus and the Articles.

Delegation of functions

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

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

The liability of the Depositary Bank shall not be affected by the fact that it has entrusted all or some of the Company's assets in its safekeeping to such third-party delegates, unless otherwise stipulated in the Investment Fund Law and/or the Depositary Bank agreement.

According to Article 34bis(3) of the Investment Fund Law, the Depositary Bank and the Company will ensure that, where (i) the law of a third country requires that certain financial instruments of the Company be held in custody by a local entity and there is no local entities in that third country subject to effective prudential regulation (including minimum capital requirements) and supervision and (ii) the Company instructs the Depositary Bank to delegate the safekeeping of these financial instruments to such a local entity, the investors of the Company shall be duly informed, prior to their investment, of the fact that such delegation is required due to the legal constraints of the law of the third country, of the circumstances justifying the delegation and of the risks involved in such a delegation.

The up-to-date list of Depositary Bank delegates and sub-delegates are available in paper copy free of charge upon request at the Management Company's registered office and can also be found on the website https://www.ubs.com/global/en/legalinfo2/luxembourg.html.

Conflicts of interests

The Board of Directors, the Management Company, the Investment Manager, the Depositary, the Administrator and the other service providers of the Company, and/or their respective affiliates, members, employees or any person connected with them may be subject to various conflicts of interest in their relationships with the Company.

The Depositary have adopted and implemented a conflicts of interest policy and have made appropriate organisational and administrative arrangements to identify and manage conflicts of interests so as to minimise the risk of the Company's interests being prejudiced, and if they cannot be avoided, ensure that the Company's investors are treated fairly.

The Affiliated Person is a worldwide, full-service private banking, investment banking, asset management and financial services organization and a major participant in the global financial markets. As such, the Affiliated Person is active in various business activities and may have other direct or indirect interests in the financial markets in which the Company invests.

The Affiliated Person including its subsidiaries and branches may act as counterparty and in respect of financial derivative contracts entered into by the Company. A potential conflict may further arise as the Depositary is related to a legal entity of the Affiliated Person which provides other products or services to the Company.

In the conduct of its business, the Affiliated Person's policy is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interests of the Affiliated Persons' various business activities and the Company or its investors. The Affiliated Person strives to manage any conflicts in a manner consistent with the highest standards of integrity and fair dealing. For this purpose, the Affiliated Person has implemented procedures that shall ensure that any business activities involving a conflict which may harm the interests of the Company or its investors, are carried out with an appropriate level of independence and that any conflicts are resolved fairly.

Miscellaneous

The Depositary Bank or the Company may terminate the Depositary Bank Agreement at any time upon ninety (90) calendar days written notice (or earlier in case of certain breaches of the Depositary Bank Agreement, including the insolvency of any of them) provided that the Depositary Bank Agreement shall not terminate until a replacement depositary is appointed.

Up-to-date information regarding the description of the Depositary Bank's duties and of conflicts of interest that may arise as well as of any safekeeping functions delegated by the Depositary Bank, the list of third-party delegates and any conflicts of interest that may arise from such a delegation will be made available to investors on request at the Depositary Bank's office.

17. DISTRIBUTOR

The Management Company may conclude contractual arrangements with distributors to market and promote the shares of any of the Sub-Funds in various countries throughout the world. The Management Company may alternatively appoint in its discretion a global distributor. The global distributor or distributors may, subject to approval of the Board of Directors, conclude distribution agreements with sub-distributors. The global distributor, the distributors and sub-distributors are referred to in this Prospectus as the "Distributor".

18. ANTI-MONEY LAUNDERING AND PREVENTION OF TERRORIST FINANCING

In accordance with international regulations and Luxembourg laws and regulations (including, but not limited to, the amended Law of 12 November 2004 on the fight against money laundering and financing of terrorism), the Grand Ducal Regulation dated 1 February 2010, CSSF Regulation 12-02 of 14 December 2012, CSSF Circulars 13/556 and 15/609 concerning the fight against money laundering and terrorist financing, and any respective amendments or replacements, obligations have been imposed on all professionals of the financial sector in order to prevent undertakings for collective investment from money laundering and financing of terrorism purposes. As result of such provisions, the register and transfer agent of a Luxembourg UCI must ascertain the identity of the subscriber in accordance with Luxembourg laws and regulations. The register and transfer agent may require subscribers to provide any document it deems necessary to effect such identification. In addition, the register and transfer agent, as delegate of the Company, may require any other information that the Company may require in order to comply with its legal and regulatory obligations, including but not limited to the CRS Law.

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, payment of redemption proceeds delayed. Neither the undertaking for collective investment nor the register 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.

From time to time, shareholders 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.

19. EXPENSES

The Company shall bear the following expenses:

- all fees to be paid to, the Management Company, the Investment Managers and Investment Advisors (if any) and the sub-investment manager (if any), the Depositary Bank and the Central Administration and any other agents that may be employed from time to time;
- all taxes which may be payable on the assets, income and expenses chargeable to the Company;
- expenses connected to the provision of office space;
- standard brokerage and bank charges incurred on the Company's business transactions;
- all fees due to the auditor and the legal and tax advisors to the Company;
- all expenses connected with publications and supply of information to Shareholders, in particular, the cost of printing and distributing the annual and semi-annual reports, as well as any prospectuses;
- all expenses involved in registering and maintaining the Company registered with all governmental agencies and stock exchanges;
- the cost of the publication of share prices
- all other expenses incurred in connection with its operation and its management.

The fees, costs, charges and expenses described above shall be deducted from the assets comprising the Sub-Funds to which they are attributable or, if they may not be attributable to one particular Sub-Fund, on a pro-rata basis to all Sub-Funds.

In either case, all fees, costs, charges and expenses that are directly attributable to a particular Sub-Fund (or Class within a Sub-Fund) shall be charged to that Sub-Fund (or Class). If there is more than one Class within a Sub-Fund, fees, costs, charges and expenses which are directly attributable to a Sub-Fund (but not to a particular Class) shall be allocated between the Classes within the Sub-Fund pro rata to the Net Asset Value of the Sub-Fund attributable to each Class. Any fees, costs, charges and expenses not attributable to any particular Sub-Fund shall be allocated by the Board of Directors, in consultation with the Management Company, to all Sub-Funds (and their Classes) pro rata to the Net Asset Values of the Sub-Funds (and their Classes); provided that the Board of Directors, in consultation with the Management Company, shall have discretion to allocate any fees, costs, charges and expenses in a different manner to the foregoing which it considers fair to Shareholders generally. Non-recurring costs and expenses may be amortised over a period not exceeding five years. The liabilities of each Sub-Fund shall be segregated on a Sub-Fund by Sub-Fund basis with third party creditors having recourse only to the assets of the Sub-Fund concerned.

The Company will reimburse the Management Company any reasonable out-of-pocket expenses or costs necessarily incurred in the performance of its duties with a maximum of 0.1% p.a. of each Sub-Fund, computed pro rata temporis using the Net Asset Value at each Valuation Day and is payable to the Management Company monthly in arrears.

In case where further Sub-Funds are created in the future, these Sub-Funds will bear, in principle, their own formation expenses. The Board of Directors, in consultation with the Management Company, may however decide for existing Sub-Funds to participate in the formation expenses of newly created Sub-Funds in circumstances where this would appear to be more fair to the Sub-Funds concerned and their respective Shareholders. Any such decision of the Board of Directors will be reflected in the Prospectus which will be published upon the launch of the newly created Sub-Funds.

The Managers and the Directors will be remunerated and reimbursed for their expenses in relation to their work for the Company according to the rules in force.

20. LIQUIDATION AND MERGER

The Company exists for an unlimited period of time. However, the Board of Directors can propose the dissolution of the Company to the general meeting of Shareholders anytime.

In the event of the liquidation of the Company, the liquidation shall be carried out by one or several liquidators appointed by the meeting of the Shareholders deciding such dissolution and which shall determine their powers and their compensation. The liquidators shall realise the Company's assets in the best interest of the Shareholders and shall distribute the net liquidation proceeds (after deduction of liquidation charges and expenses) to the Shareholder in proportion to their share in the Company. Liquidation proceeds not claimed by the Shareholders at the close of the liquidation will be deposited at the Caisse de Consignation in Luxembourg in accordance with applicable Luxembourg laws.

20.1. Termination of a Sub-Fund or a Class of shares

A Sub-Fund or Class may be terminated by resolution of the Board of Directors if the Net Asset Value of a Sub-Fund or the Net Asset Value of any Class of shares within a Sub-Fund falls below an amount determined by the Board of Directors from time to time or if a change in the economic or political situation relating to the Sub-Fund or Class concerned would justify such liquidation or to rationalize the Company range of products or if necessary in the interests of the Shareholders or the Company. In such event, the assets of the Sub-Fund or Class will be realised, the liabilities discharged and the net proceeds of realisation distributed to Shareholders in proportion to their holding of shares in that Sub-Fund or Class. Notice of the termination of the Sub-Fund or Class will be given in writing to registered Shareholders and will be published in the Mémorial and in two newspapers in Luxembourg and in other newspapers circulating in jurisdictions in which the Company is registered as the Directors may determine.

Liquidation proceeds not claimed by the Shareholders at the close of the liquidation will be deposited at the Caisse de Consignation in Luxembourg pursuant to the Investment Fund Law.

In the event of any contemplated liquidation of the Company or any Sub-Fund or Class, and unless otherwise decided by the Board of Directors in the interest of, or in order to ensure equal treatment between Shareholders, the Shareholders of the relevant Sub-Fund or Class may continue to request the redemption of their shares or the conversion of their shares, free of any redemption or conversion charges (except disinvestment costs) prior to the effective date of the liquidation. Such redemption or conversion will then be executed by taking into account the liquidation costs and expenses related thereto.

20.2. Merger of Sub-Funds or Classes of shares to another Sub-Fund or Class of shares within the Company

Any Sub-Fund may, either as a merging Sub-Fund or as a receiving Sub-Fund, be subject to merger (the «Merger») with another Sub-Fund of the Company in accordance with the definitions and conditions set out in the Investment Fund Law. The Board of Directors will be competent to decide on that merger and on the effective date of such a Merger. Insofar as a Merger requires the approval of the Shareholders concerned by the Merger and pursuant to the provisions of the Investment Fund Law, the meeting of Shareholders deciding by simple majority of the votes cast by Shareholders at the meeting, is competent to approve the effective date of such a Merger. No quorum requirement will be applicable.

Notice of the Merger will be given in writing to registered Shareholders and/or will be published in the Mémorial and in one newspaper in Luxembourg and in other newspapers circulating in jurisdictions in which the Company is registered as the Directors may determine.

20.3. Merger of Sub-Funds or Class of Shares to another Sub-Fund or Class of shares of another investment fund

The Company may, either as a merging UCITS or as a receiving UCITS, be subject to cross-border and domestic mergers in accordance with the definitions and conditions set out in the Investment Fund Law. The Board of Directors will be competent to decide on that merger and on the effective date of such a Merger. Insofar as a Merger requires the approval of the Shareholders concerned by the Merger and pursuant to the provisions of the Investment Fund Law, the meeting of Shareholders deciding by simple majority of the votes cast by Shareholders at the meeting is competent to approve the effective date of such a Merger. No quorum requirement will be applicable.

Notice of the Merger will be given in writing to registered Shareholders and/or will be published in the Mémorial and one newspaper in Luxembourg and in other newspapers circulating in jurisdictions in which the Company is registered as the Directors may determine.

21. DISCLOSURE

21.1. Complaint handling

Pursuant to CSSF Regulation 10-4 dated December 24, 2010 and the Management Company's internal procedures, Shareholders have the right to complain to the Board of Directors and/or the Management Company free of charge in the official language of their country of residence.

21.2. Voting rights

The Management Company has adopted a written voting rights policy, designed to ensure that (i) the Management Company abides by this written policy and the general requirements of the Luxembourg laws and regulations (ii) that votes are casted in the best interest of the Company and (iii) that investors can access the voting rights policy free of charge.

A brief description of the voting right policy will be made available to investors at the registered office of the Company.

Details of the actions taken on the basis of this voting right policy will be made available to Shareholders free of charge and on their request.

21.3. Best Execution

The principles of "Best Execution" apply to the execution of orders for the purchase or sale of securities or other financial instruments.

To obtain the best possible result for its clients, the Management Company takes into account several factors for the direct execution of orders or for placing orders with a selection of brokers.

These factors include:

(i) The price;
(ii) The cost of execution;
(iii) The quality and performance of the counterparty;
(iv) The liquidity;
(v) The timeliness;
(vi) The volume and nature of the order;
(vii) The likelihood of execution and processing.

The Management Company considers all the factors mentioned above as relevant to achieve best execution.

It is generally admitted that the price and the cost of execution are factors which the Management Company attaches the most importance to. However, in duly substantiated cases, other factors may be considered more important to achieve the best possible execution result.

21.4. Conflict of interests

In accordance with Articles 18 to 22 of CSSF Regulation 10-4 dated 24 December 2010 and its internal procedures, the Management Company is responsible for managing potential conflict of interests and notably for identifying any type of situation that could harm the interests of Shareholders.

21.5. Risk management policy

The risk management approach applied by the Management Company will depend on the specific investment policy of each Sub-Fund, as per Part B of this Prospectus.

22. INFORMATION AND DOCUMENTS AVAILABLE FOR INSPECTION

The Net Asset Value of each Sub-Fund and the issue and redemption prices thereof will be available at all times at the Company's registered office.

Audited annual reports containing, inter alia, a statement regarding the Company's and each of its Sub-Funds' assets and liabilities, the number of outstanding shares and the number of shares issued and redeemed since the date of the preceding report, as well as semi-annual unaudited reports, will be made available at the registered office of the Company not later than four months, after the end of the financial year in the case of annual reports and, two months after the end of such period in the case of semi-annual reports.

In addition, the following documents are available for inspection during normal business hours at the registered office of the Company:

(i) The consolidated version of the articles of incorporation of the Company (of which copies may be obtained);
(ii) The Prospectus and Key Investor Information Document (of which copies may be obtained);
(iii) The Depositary Bank Agreement between the Company and the Depositary Bank;
(iv) The Service Agreement between the Management Company, the Company and APEX Fund Services (Malta) Ltd-Luxembourg Branch;
(v) The Collective Portfolio Management Agreement between the Company and the Management Company;
(vi) The Investment Advisory Agreement between the Management Company, the Company and CAM Global Investments Ltd

23. IMPORTANT INFORMATION FOR INVESTORS IN SINGAPORE

The offer which is the subject of this prospectus is not allowed to be made to the retail public in Singapore. This prospectus is not a prospectus as defined in the Singapore Securities and Futures Act (Chapter 289) (the "SFA"). Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. The Monetary Authority of Singapore ("MAS") assumes no responsibility for the contents of this prospectus. Investors should consider carefully whether the investment is suitable for them.

The offer of Units in the Fund is regulated as a restricted collective investment scheme under the SFA. The SFA is administered by the MAS, whose address is 10 Shenton Way, MAS Building, Singapore 079117.

In Singapore, units may only be offered to relevant persons as defined in section 305 of the SFA and institutional investors as defined in section 4(A) of the SFA.

For the purpose of this prospectus:
A "relevant person" means — (i) an accredited investor; (ii) a corporation the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; (iii) a trustee of a trust the sole purpose of which is to hold investments and each beneficiary of which is an individual who is an accredited investor; (iv) an officer or equivalent person of the person making the offer (such person being an entity) or a spouse, parent, brother, sister, son or daughter of that officer or equivalent person; or (v) a spouse, parent, brother, sister, son or daughter of the person making the offer (such person being an individual).

An "accredited investor", as defined in section 4(A) of the SFA, means: (i) an individual: (a) whose net personal assets exceed in value $2 million (or its equivalent in foreign currency) or such other amount as MAS may prescribe in place of the first amount; or (b) whose income in the preceding 12 months is not less than $300,000 (or its equivalent in foreign currency) or such other amount as MAS may prescribe in place of the first amount; (ii) a corporation with net assets exceeding $10 million in value (or its equivalent in foreign currency) or such other amount as MAS may prescribe in place of the first amount, as determined by: (a) the most recent audited balance- sheet of the corporation; or (b) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which date shall be within the preceding 12 months;

An “institutional investor”, as defined in section 4(A) of the SFA, means: (i) a bank that is licensed under the Banking Act (Cap. 19); (ii) a merchant bank that is approved as a financial institution under section 28 of the Monetary Authority of Singapore Act (Cap. 186); (iii) a finance company that is licensed under the Finance Companies Act (Cap. 108); (iv) a company or society registered under the Insurance Act (Cap. 142) as an insurer; (v) a company licensed under the Trust Companies Act 2005 (Act 11 of 2005); (vi) the Government; (vii) a statutory body established under any Act; (viii) a pension fund or collective investment scheme; (ix) the holder of a capital markets services licence for — (a) dealing in securities; (b) fund management; (c) providing custodial services for securities; (d) real estate investment trust management; (e) securities financing; or (f) trading in futures contracts; (x) a person (other than an individual) who carries on the business of dealing in bonds with accredited investors or expert investors;

PART B: THE SUB-FUND

CLARION GLOBAL EMERGING MARKETS BOND FUND

SUB-FUND SPECIFICS

1. Reference currency

USD

2. Investment objective and policy

The investment objective of the Sub-Fund is to obtain long-term capital appreciation by identifying the best risk-reward opportunities in the emerging markets high yield international bond universe.

To achieve this objective the Sub-Fund will invest mainly in corporate and opportunistic sovereign and semi sovereign bonds as well as high yield issued by supranational organisations, and by companies that are domiciled in, or carrying out the main part of their economic activity in, an emerging market country.

Investments of the Sub-Fund will be made globally in emerging markets. Emerging countries are defined as those countries which, at the time of investment, are not considered as advanced industrialized countries by the International Monetary Fund, the World Bank or the International Finance Corporation (IFC) which includes Russia (Moscow Stock Exchange - MICEX RTS). Allocations between countries, sectors and ratings of debt securities may vary significantly over time.

The Sub-Fund may invest in bonds which are non-rated investment grade (below BBB-Standard & Poor's, Baa3 - Moody's, or equivalent), and is expected to have an average investment grade of BB+ according to Standard & Poor's rating (Ba1 – Moody's or equivalent). The fund may not have exposure to any single corporate bond issuer in excess of 5% of the net assets of the Sub-Fund at time of purchase and may not have exposure to any single government bond issue in excess of 10% of the net assets of the Sub-Fund at time of purchase. The fund also may not have more than 30% fixed income exposure in a single country of risk. The fund will only purchase issues with a minimum size equal to or larger than USD 100 Million.

The credit and default risk of investments in debt securities which are not rated investment grade may be more significant than for investments in debt securities which are rated investment grade. The higher risks and volatility related to these investments are compensated by a higher yield. In addition, the investments will be broadly diversified by issuers.

Investments in bonds will be made directly; the Sub-Fund will not invest its assets in target funds.

In order to safeguard Shareholder's best interests in an exceptional market environment, the Sub-Fund may hold cash up to 100% of its net assets, as well as deposits and money market instruments, traded regularly and with a residual maturity not exceeding 12 months.

Notwithstanding anything to the contrary in this prospectus the Sub-Fund will not enter into total return swaps, repurchase transactions, reverse repurchase transactions or margin lending transactions (these instruments being considered as securities financing transactions under Regulation (EU) 2015/2365 of 25 November 2015 on transparency of securities financing transactions and of reuse). In case the Sub-Fund intends to make use of such instruments, this prospectus will be updated accordingly.

The calculation methodology for the global exposure is the commitment approach.

3. Profile of the typical investor

The Sub-Fund is intended for investors who wish to invest mainly in bonds and who favour a medium regular performance within a long-term time horizon.

4. Entity in charge of managing the Sub-Fund's assets

Notz, Stucki Europe S.A.

5. Investment Advisor

CAM Global Investments

6. Classes of shares

Currently there is eighteen share classes available in the Sub-Fund:

Retail share classes	Institutional share classes	Retail share classes	Retail share classes	Institutional share classes
▪ A-USD	▪ B-USD	▪ S-USD	▪ C-USD	▪ D-USD
▪ A-EUR	▪ B-EUR	▪ S-EUR	▪ C-EUR	▪ D-EUR
▪ A-CHF	▪ B-CHF		▪ C-CHF	▪ D-CHF
▪ A-GPB	▪ B-GBP		▪ C-GBP	▪ D-GBP

The "A" Share classes, the "B" Share classes, the "C" Share classes and "D" Share classes are denominated in USD, EUR, CHF and GBP. "S" Share class is denominated in USD and EUR.

The "A" Share classes and the "B" Share classes will be issued in Series.

For all shares of Class A-EUR, A-CHF, A-GBP, B-EUR, B-CHF, B-GBP, S-EUR, C-EUR, C-CHF, C-GBP, D-EUR, D-CHF, D-GBP the currency risk associated with a depreciation of the Reference Currency of the Sub-Fund against the reference currency of the relevant Class is hedged via forward exchange contracts on foreign currencies. Therefore the evolution of the net asset value of the shares of the Class A-EUR, A-CHF, A-GBP, B-EUR, B-CHF, B-GBP, S-EUR, C-EUR, C-CHF, C-GBP, D-EUR, D-CHF, D-GBP may differ from the shares of the classes denominated in USD.

All shares in the Classes are accumulating (as defined in the "Income policy" section of this Prospectus). However, dividends may be distributed on an annual basis though it is anticipated that dividends will not be distributed on a regular basis.

The above mentioned share classes will have an activation date determined by the Directors of the Company by way of Resolution.

The shares in Classes S-USD and S-EUR are reserved to investors which have already established a commercial relation with the Investment Manager or Advisor.

7. Calculation of the Net Asset Value

Frequency of computation: Weekly and monthly

Valuation Day: Weekly: Every Wednesday of the week which falls on a full bank business day in Luxembourg (a "Business Day") or otherwise the next Business Day.
Monthly: The last day of each month falling on a Business Day.

NAV Publication Day: Weekly: Two Business Days following the weekly Valuation Day
Monthly: Two Business Days following the monthly Valuation Day.

8. Subscription, redemption, conversion and transfer

Dealing Day: The next Business Day following a Valuation Day. Investor Shares will be valued for subscription, redemption, exchange or conversion on the Valuation Day immediately preceding the Dealing Day.

Subscription, Redemption, conversion and transfer requests must be received before 11:00 a.m., local time in Luxembourg at least three Business Days preceding the Dealing Day. Payment for subscriptions and redemptions must be received and paid within two Business Days following the NAV Publication Day. Requests received after the indicated cut-off time will be processed and made as of the next available Dealing Day.

9. Fees and expenses

Share Class	Minimum Investment in USD (or equivalent amount in the share class currency)	Maximum Management fee
A-USD	n/a	1.75%
A-EUR	n/a	1.75%
A-CHF	n/a	1.75%
A-GBP	n/a	1.75%
B-USD	5'000'000	0.85%
B-EUR	5'000'000	0.85%
B-CHF	5'000'000	0.85%
B-GBP	5'000'000	0.85%
S-USD	n/a	1.75%
S-EUR	n/a	1.75%
C-USD	n/a	1.75%
C-EUR	n/a	1.75%
C-CHF	n/a	1.75%
C-GPB	n/a	1.75%
D-USD	5'000'000	0.85%
D-EUR	5'000'000	0.85%
D-CHF	5'000'000	0.85%
D-GPB	5'000'000	0.85%

Management fee:

The management fee is computed pro rata temporis using the Net Asset Value at each Valuation Day and is payable to the Management Company monthly in arrears.

The maximum subscription fee is 5%. Any subscription fee charged is payable to the Management Company.

The Investment Advisor is entitled to receive remuneration for carrying out its mandates covering all services provided. The Investment Advisor will be remunerated directly by the Investment Manager and not from the Fund.

Aggregated amount of other charges and expenses as detailed in the "Expenses" section of this Prospectus paid on Sub-Fund level and on target funds level: maximum of 1.00% p.a. of which the amount incurred by the Investment Advisor on behalf of the Sub-Fund is expected to be 0.25% p.a.

Performance fee:

Under the Investment Management Agreement, the Investment Manager will also receive a semi-annual Performance fee (the "Performance Fee") as of June 30th and December 31st of each fiscal year in respect of each Share of each Class and Series of the Sub-Fund equal to 10% of the net profits, if any, allocable to each Share in the Sub-Fund for such semi-annual period, subject to the high water mark provision set forth below.

The Performance Fee is payable within fifteen (15) days after the close of each semi-annual period (i.e., June 30th and December 31st) or upon redemption of Shares on the redemption date.

High Water Mark

The Performance Fee related to each Class and Series of Shares in the Sub-Fund is subject to what is commonly known as a "high water mark" procedure. That is, if the Sub-Fund has a net loss in any semi-annual period, then this loss will be carried forward as to each Class and Series of Shares in the Sub-Fund to future semi-annual periods (such amount referred to as the "Loss Carryforward").

Whenever there is a Loss Carryforward for a Class or Series of Shares of the Sub-Fund Fund with respect to a semi-annual period, the Investment Manager will not receive a Performance Fee with respect to such Class or Series for future semi-annual periods until the Loss Carryforward amount for such Series has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Series for the semi-annual periods following the initial period with respect to which the Loss Carryforward was first established). The "high water mark" procedure prevents the Investment Manager from receiving a Performance Fee as to profits that simply restore previous losses and is intended to ensure that each Sub-Fund Performance Fee is based on the long-term performance of an investment in the Sub-Fund.

For purposes of accounting for the Performance Fee, "A" Share classes and the "B" Share classes issued at different times will be issued in Series at a price of 100 of their respective currency, a different Series being issued on each Subscription Day. The "Benchmark Series'' within each Class will be issued on the first Subscription Day for each relevant Class and the remaining Series (in numerical sequence) will be issued on any other Subscription Days during the semi-annual Performance fee calculation period. At the end of the calculation period, all such Series will be converted into Benchmark Series Shares of the same Class, so that at the beginning of the following calculation period, all Shares of a Class will be Benchmark Series Shares unless a loss carry forward attributable to such other series or to Benchmark Series remains outstanding. Any Series which is not converted at the end of a calculation period will remain in existence as a separate Series until the relevant loss carry forward has been recovered, in which event such Series will be converted to Benchmark Series Shares in accordance with the foregoing provisions. If any Shares in a Series are redeemed as of any day other than the end of a calculation period, any Performance Fee accrued with respect to such Shares as of the redemption date will be paid to the Investment Manager at the time of the redemption (as if such redemption date were the end of a calculation period).

The Sub-Fund shall bear all other charges and expenses as detailed in the "Expenses" section of this Prospectus.

Information for investors in Switzerland

Additional information concerning the offering of shares in Switzerland

Shares of the Fund (the "Shares" and the "Fund") can be offered in Switzerland exclusively to Qualified Investors as defined by Article 10 § 3 of the Collective Investment Scheme Act (CISA) and Article 6 of the Collective Investment Scheme Ordinance (CISO) (Qualified Investors). The Fund has not been and will not be registered with the Swiss Financial Market Supervisory Authority (FINMA). This Prospectus and/or any other offering materials relating to the Shares of the Fund may be made available in Switzerland solely to Qualified Investors. Publications in respect of the Shares of the Fund are effected on the electronic platform www.fundinfo.com.

Information for Swiss based Qualified Investors

The domicile of the Fund is Luxembourg.

1. Representative

The Representative of the Fund in Switzerland is:
OpenFunds Investment Services AG
Seefeldstrasse 35, CH-8008 Zurich
Tel +41 44 500 3108, www.open-funds.ch

2. Paying Agent

The Paying Agent in Switzerland is:
NPB Neue Privat Bank AG
Limmatquai 1
8022 Zürich
www.npb-bank.ch, +41 (0) 44 265 11 88

3. Location where the relevant documents may be obtained

The statutory documents of the Fund such as the prospectus, the key investor information document (if any), the memorandum and articles of association, the annual and semi-annual reports and/or any other legal documents as defined in Article 15 CISA in conjunction with Article 13a CISO may be obtained free of charge from the Representative.

4. Payment of retrocessions and rebates

The Financial Intermediaries do not pay any retrocessions to third parties as remuneration for distribution activity in respect of Fund units in or from Switzerland.

In respect of distribution in or from Switzerland, the Financial Intermediaries do not pay any rebates to reduce the fees or costs incurred by the investor and charged to the Fund.

6. Place of performance and jurisdiction

The place of performance and jurisdiction for Shares of the Fund offered or distributed in or from Switzerland are the registered office of the Representative.