

SGVP Circle Fund

Investment fund under Swiss law of the type "securities fund" Prospectus with integrated fund contract, December 2024

Non official translation. The German version is binding.

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Part 1: Prospectus

This prospectus with integrated fund contract, the basic information sheet and the latest annual or semi-annual report (if published after the latest annual report) form the basis for all subscriptions to units of the investment fund.

Only information contained in the prospectus, the basic information sheet or the fund contract is valid.

1 Information about the investment fund

1.1 Establishment of the investment fund in Switzerland

The fund contract of the SGVP Circle Fund was drawn up by Pvb Pernet von Ballmoos AG as fund management company and submitted to the Swiss Financial Market Supervisory Authority FINMA with the consent of BNP Paribas, Paris, succursale de Zurich as custodian bank and approved by the latter for the first time on 17 August 2022.

1.2 Duration

The investment fund exists for an indefinite period.

1.3 Tax regulations relevant to the investment fund

The investment fund has no legal personality in Switzerland. It is subject neither to income tax nor to capital tax.

The federal withholding tax deducted on domestic income in the investment fund may be reclaimed in full by the fund management company on behalf of the investment fund.

Foreign income and capital gains may be subject to the respective withholding tax deductions of the country of investment. As far as possible, these taxes will be reclaimed by the fund management company on the basis of double taxation agreements or corresponding agreements for investors domiciled in Switzerland.

Distributing Share Classes:

The income distributions of the investment fund to investors domiciled in Switzerland are subject to federal withholding tax (withholding tax) of 35%. Capital gains reported with a separate coupon are not subject to withholding tax.

Investors domiciled in Switzerland can reclaim the withholding tax deducted by declaring it in their tax return or by submitting a separate withholding tax application.

Income distributions to investors domiciled abroad are made without deduction of Swiss withholding tax, provided at least 80% of the income of the investment fund originates from foreign sources. For this purpose, confirmation must be provided by a bank that the units in question are held in the custody account of an investor domiciled abroad and that the income will be credited to the investor's account (declaration of domicile or affidavit). It cannot be guaranteed that at least 80% of the income of the investment fund is derived from foreign sources.

If an investor domiciled abroad suffers a withholding tax deduction due to a lack of a domicile declaration, he can claim the refund directly from the Federal Tax Administration in Bern on the basis of Swiss law.

Accumulating Share Classes:

The net income retained and reinvested by the investment fund is subject to federal withholding tax (withholding tax) of 35%.

Investors domiciled in Switzerland can reclaim the withholding tax deducted by declaring it in their tax return or by submitting a separate withholding tax application.

Investors domiciled abroad who benefit from the affidavit procedure are credited with withholding tax upon presentation of the declaration of domicile. For this purpose, a bank must confirm that the units in question are held in its custody account by an investor domiciled abroad and that the income will be credited to his account (declaration of domicile or affidavit). It cannot be guaranteed that at least 80% of the income of the investment fund originates from foreign sources.

Furthermore, both income and capital gains, whether distributed or reinvested, may be partially or fully subject to a so-called paying agent tax (e.g. final withholding tax, European Savings Tax, Foreign Account Tax Compliance Act), depending on the person who directly or indirectly holds the units.

The investment fund has the following tax status regarding:

FATCA:

The investment fund is registered with the US tax authorities as a "qualified collective investment vehicle (QCIV)" within the meaning of the Agreement between Switzerland and the United States of America on Cooperation for Facilitated Implementation of FATCA (Foreign Account Tax Compliance Act).

"IGA Switzerland/USA" and Sections 1471 - 1474 of the U.S. Internal Revenue Code including related enactments.

AIA:

This investment fund is considered a non-reporting financial institution for the purposes of the automatic exchange of information within the meaning of the Organisation for Economic Co-operation and Development (OECD) Common Reporting and Due Diligence Standard for Financial Account Information (GMS).

Important note

The tax information is based on the currently known legal situation and, as far as published, practice in Switzerland. They are provided for information purposes only and do not constitute a tax or legal recommendation or advice. The right is expressly reserved to make changes to legislation, case law or the decrees and practice of the tax authorities. Taxation and other tax consequences for the investor when holding, buying or selling fund units are governed by the tax regulations in the investor's country of domicile. Investors should consult their tax advisor for information in this regard.

1.4 Financial year

The financial year runs from 1 January to 31 December.

1.5 Audit company

The auditing company is Deloitte, Pfingstweidstrasse 11, 8005 Zurich.

1.6 Shares

The units represent contractual claims against the fund management company for participation in the assets and income of the collective investment scheme. The units are held exclusively in book-entry form. Units that can be delivered may be certificated or delivered in the form of a global certificate for the attention of a Swiss central securities depository. The units are not securitised, but are kept in book-entry form. The investor is not entitled to demand the delivery of a registered or bearer unit certificate.

In accordance with the fund contract, the fund management has the right to create, cancel or combine different unit classes at any time with the consent of the custodian bank and the approval of the supervisory authority.

The following unit classes currently exist:

F1 (CHF), F1 (EUR), A1 (CHF) A2 (CHF), A1 (EUR), A2 (EUR), I1 (CHF), I2 (CHF), I1 (EUR), I2 (EUR), E1 (CHF), E2 (CHF), E1 (EUR), E2 (EUR), V1 (CHF), V2 (CHF), V1 (EUR) and V2 (EUR)

Terms and Conditions of the Share Classes:

- F:** Open to investors for a maximum period of 12 months after the launch of the fund.
(Subsequent subscriptions for existing investors are possible)
- A:** No conditions
- I:** Minimum Subscription: 250k in the relevant Share Class Reference Currency
(No minimum restrictions apply to follow-on subscriptions for existing investors)
- E:** No conditions (so-called retroclass)
- V:** Conclusion of an asset management or investment advisory agreement with SG Value Partners AG

The additional designations (CHF) and (EUR) of a unit class are merely the reference currencies in which the respective performance of the various asset classes is calculated, and not the investment currencies of the asset classes. The fund management company shall state the value of the assets of the asset classes in these reference currencies in reports and price publications.

The Fund's investments will be made in the local currencies of the investment countries and may be hedged against the Fund's unit of account, the CHF, depending on the Investment Manager's judgment.

The unit classes with the additional designations 1 are set up as accumulating unit classes. The net income shall be added annually to the Fund assets for reinvestment (cf. § 23).

Those unit classes with the additional designations 2 are set up as distributing unit classes. The respective distributions shall be made within the framework of the fund contract (§ 23).

The unit classes do not represent segmented assets. Accordingly, it cannot be ruled out that one unit class is liable for the liabilities of another unit class, even if costs are generally only charged to the unit class to which a specific benefit is attributable.

1.7 Listing and trading

The units are not listed.

1.8 Conditions for the Issue and Redemption of Fund Units

Fund units are issued on the fifth bank working day of a week ("valuation day", normally Friday). Subscription applications received by the Custodian Bank by 12 noon Swiss time (cut-off time) seven calendar days prior to the Valuation Day ("Order Day", normally Friday) will be processed on the basis of the Net Asset Value calculated for that day.

Fund units are redeemed on the fifth bank working day of a week ("valuation day", normally Friday). Redemption applications that have been recorded at the Custodian Bank by 12 noon Swiss time (cut-off time) seven calendar days prior to the valuation day ("order day", normally Friday) shall be processed on the basis of the net asset value calculated for that day.

Subscription and redemption applications received by the Custodian Bank after the above deadlines will be dealt with on the following Valuation Day.

The net asset value to be settled is therefore not yet known at the time the order is placed ("forward pricing"). It is calculated on the valuation day on the basis of the closing prices or the valuation prices of the investments, as a rule one bank working day before the valuation day (normally the closing prices or valuation prices of Thursday "NAV day"), and as a rule published one bank working day after the valuation day.

No valuation, issue or redemption shall take place on public holidays at the registered office of the fund management company or the custodian bank (Easter, Whitsun, Christmas, New Year, bank holidays, etc.) as well as for valuation days on which 50% or more of the investments of the investment fund cannot be adequately valued or if extraordinary circumstances within the meaning of § 17 Clause 4 of the fund contract exist. In the event of a redemption deferral within the meaning of § 17 number 4, the assets of the investment fund shall be valued at the closing prices or valuation prices determined at the time the reason for the redemption deferral ceases to exist.

In exceptional circumstances, such as a significant decline in market liquidity or suspended trading of portfolio positions, the fund management reserves the right, in the interest of the investors remaining in the investment fund, to reduce all redemption applications (gating) on days on which the total net amount of redemptions exceeds 10% of the fund assets. In these circumstances, the fund management company may decide to reduce all redemption requests proportionally and in the same ratio at its own discretion. The remaining part of the redemption orders shall be deemed to have been received for the next valuation day and shall be settled on the terms applicable on that day. There is therefore no preferential treatment of deferred redemption requests.

The fund management company shall immediately inform the audit company, the supervisory authority and, in an appropriate manner, the investors of the decision on the application and the cancellation of the gating.

Each investor may request that, in the event of a subscription, investments be made in the Fund's assets instead of a cash payment ("contribution in kind") or that, in the event of a termination, investments be transferred to him instead of a cash payment ("redemption in kind"). The application must be made together with the subscription or termination. The fund management company is not obliged to permit payments in kind and redemptions in kind.

The fund management company alone decides on contributions in kind or payments in kind and only approves such transactions if the execution of the transactions is fully in line with the investment policy of the investment fund and the interests of the other investors are not impaired thereby.

The details of contributions in kind and redemptions in kind are governed by § 18 Clause 8 Fund Contract.

The fund management company and the custodian bank are entitled to reject subscription applications at their own discretion.

Payment shall be made in each case 2 bank business days after publication of the net asset value for the respective valuation day (value date 2 bank business days). Days that are not bank business days in Zurich are not considered value days.

The issue price is calculated as follows: net asset value calculated on the valuation day, plus the ancillary costs (brokerage fees, commissions, levies, etc. in line with the market) incurred by the investment fund on average from the investment of the amount paid in and plus the issue commission. The amount of the ancillary costs and the issuing commission can be seen in section 1.12.4 below.

The redemption price is calculated as follows: net asset value calculated on the valuation day, less the incidental costs incurred by the investment fund on average from the sale of a portion of the investments corresponding to the terminated unit and less the redemption commission. The amount of the incidental costs and the redemption commission can be seen in section 1.12.4 below.

1.9 Use of income

The distribution of income will take place within four months of the end of each financial year for the distributing unit classes.

Income is reinvested within four months of the end of the financial year for the reinvesting unit classes.

1.10 Investment objective and investment policy of the investment fund

1.10.1 Investment objective

The investment objective of this investment fund is to achieve long-term capital appreciation, taking into account the principle of risk diversification and the liquidity of the fund's assets, by investing in equities of companies worldwide. The investment fund pursues a value approach by attempting to select equity securities of issuers whose current stock market listing is significantly below the fundamentally determined intrinsic value of the equity security. In the context of a long-term investment, the selection of equity securities is company-specific, i.e. the values and risks of individual equity securities are analysed rather than general market or sector fluctuations.

This approach to selecting equity securities may therefore lead to concentrations in individual countries, regions or sectors.

Depending on the market assessment, the fund management may take synthetic long and/or short positions in addition to its exposure to equities in order to achieve additional investment exposure or to hedge the portfolio. In an uncertain market environment, however, the fund management company may also hold a substantial proportion of the fund assets in liquid assets (money market funds in accordance with the corresponding AMAS (old: SFAMA) directive for money market funds or in accordance with an equivalent European regulation, money market instruments and sight and time deposits).

The Fund Management Company cannot guarantee that the Fund's investment objective will be achieved.

1.10.2 Investment Policy

The fund management company may invest the assets of this investment fund, after deducting the liquid assets, in the following investments within the specified limits.

- a) Equity securities and rights (shares, participation certificates, cooperative shares, participation certificates and similar) of issuers worldwide, at least 51%;

- b) Equity securities and rights (shares, dividend-right certificates, cooperative shares, participation certificates and the like) of issuers in countries that are not on the World Bank's list of high-income economies, up to a maximum of 50%;
- c) Debt securities and rights (bonds, convertible bonds, convertible notes, bonds with warrants and notes) as well as other fixed or variable interest debt securities and rights of private and public debtors (investments in asset backed securities ("ABS") and mortgage backed securities ("MBS") are not permitted) worldwide denominated in freely convertible currencies up to 49%; up to a maximum of 20% of the Fund's assets may be invested in convertible bonds and bonds with warrants together. A maximum of 20% of the Fund's assets invested in debt securities and rights may be invested in debt securities and rights of issuers that do not have an investment grade rating;
- d) Listed derivatives on the above-mentioned investments;
- e) Liquid assets (money market funds in accordance with the corresponding SFAMA directive for money market funds or in accordance with an equivalent European regulation, money market instruments and sight and time deposits) up to 49%;
- f) Investments in target funds pursuant to § 8 item 1 d) may not exceed 10% of the Fund's assets;

The fund management company may invest a maximum of 20% of the fund assets, including derivatives, in securities *and* money market instruments of the same issuer.

The fund management company may invest up to 35% of the fund assets in securities or money market instruments of the same issuer if these are issued or guaranteed by a state or a public-law entity from the OECD or by international organisations of a public-law nature to which Switzerland or a member state of the European Union belong.

The fund management company may invest up to 100% of the fund assets in securities or money market instruments of the same issuer on behalf of the *fund* if these are issued or guaranteed by a state or a public-law entity from the OECD or by international organisations of a public-law nature to which Switzerland or a member state of the European Union belong. The following are eligible as issuers or guarantors: The member states of the OECD.

1.10.3 Use of derivatives

The fund management company uses derivatives with a view to efficient management of the fund assets. However, even under extraordinary market conditions, these may not lead to a deviation from the investment objectives or to a change in the investment character of the fund. Due to the intended use of derivatives, this investment fund qualifies as a "simple investment fund". The commitment approach II is used for risk measurement (extended procedure).

Derivatives form part of the investment strategy and are not only used to hedge investment positions. For the portion of the fund assets invested in target funds, derivatives may only be used to hedge currency risks.

Basic derivative forms may be used, as described in more detail in the fund contract (cf. § 12), provided that their underlyings are permissible as investments in accordance with the investment policy.

The fund management company does not enter into any OTC derivatives.

The use of derivatives may have a leverage effect on the fund assets or correspond to a short sale. The total exposure in derivatives may amount to up to 100% of the net fund assets and thus the total exposure of the fund, taking into account temporary borrowing, may amount to up to 210% of its net fund assets.

Unless the derivatives are used solely for hedging purposes or in lieu of a direct investment, the leverage effect leads to an increase in the value fluctuations of the net asset value of the investment fund (increased volatility).

1.10.4 Security strategy

Counterparty risks may arise in connection with transactions involving derivative financial instruments and securities lending. These risks are minimised with collateral.

The following types are permissible as collateral:

- Money market paper,
- Bonds that are issued or guaranteed by a member state of the OECD and have a high credit rating,
- Cash, provided it is denominated in a G10 currency.

Collateralisation extends to all OTC derivatives and securities lending. The fund management may provide for an exception in the case of forward exchange transactions with a term of up to six months.

The margin of safety is 0% for collateral in the form of cash, money market paper or bonds that have a remaining term of less than one year. For bonds with a remaining maturity of one year or more, a collateral margin of at least 2% applies, with this margin increasing with the maturity of the respective bond.

Cash collateral may be reinvested in the form of bank deposits, government bonds with a high credit rating, directly or indirectly in money market instruments with a short maturity. The reinvestment of cash collateral must always be in the same currency as that of the collateral received. The reinvestment of cash collateral may be affected by fluctuations in value. Furthermore, a certain liquidity risk cannot be excluded.

Detailed information on the investment policy and its restrictions, the permissible investment techniques and instruments (in particular derivative financial instruments and their scope) can be found in the fund contract (cf. Part II, §§ 7-15 of the fund contract).

1.11 Net asset value

The net asset value of a unit of a class is calculated by dividing the share of the market value of the Fund's assets attributable to the unit class in question, less any liabilities of the investment fund allocated to the unit class in question, by the number of units of the class in question in circulation. It shall be rounded to 0.01.

1.12 Remuneration and incidental expenses

1.12.1 Remuneration and incidental costs charged to the fund assets (extract from § 19 of the fund contract)

For the management, asset management and distribution activities relating to the investment fund, the fund management company shall charge the investment fund a management commission of a maximum of 2.5% of the net asset value of the investment fund per annum (for the management commission per unit class, see the table below), which shall be debited pro rata temporis to the fund assets each time the net asset value is calculated and paid out at the end of each month ("management commission", including distribution commission). The fund management company shall disclose if it grants refunds to investors and/or compensation for distribution activities. The effectively applied rate per unit class can be seen in the annual and semi-annual reports.

Table of management commission per unit class:

| Share class: | Administrative Commission: | Retrocession / Discount |
|---|----------------------------|-------------------------|
| F1 (CHF) F1(EUR) | Maximum 1.5%% p.a.* | No / yes |
| A1 (CHF) A2 (CHF), A1 (EUR), A2 (EUR) | maximum 1.7 % p.a.** | No / yes |
| I1 (CHF), I2 (CHF), I1 (EUR), I2 (EUR) | maximum 1.3 % p.a. | No / yes |
| E1 (CHF), E2 (CHF), E1 (EUR), E2 (EUR) | Maximum 2.1 % p.a. | Yes / no |
| V1 (CHF), V2 (CHF), V1 (EUR) and V2 (EUR) | Maximum 0.7% p.a. | No / no |

* at the launch of the Fund, the maximum management fee is 1.5% p.a. If the Fund does not achieve the net return of 7% p.a. in a full financial year, the maximum management fee for the following financial year is reduced to a maximum of 1.34% p.a.

** When the fund is launched, the maximum management fee is 1.7% p.a. If the fund does not achieve the net return of 7% p.a. in a full financial year, the maximum management fee for the following financial year is reduced to a maximum of 1.50% p.a.

For the safekeeping of the Fund's assets, the handling of the Fund's payment transactions and the other tasks of the custodian bank listed in § 4, the custodian bank shall charge the Fund a commission of a maximum of 0.6% of the net asset value of the Fund's assets per annum, which shall be charged pro rata temporis to the Fund's assets each time the net asset value is calculated and paid out at the end of each month ("custodian bank commission").

Securities settlement fees in connection with delivery transactions may be charged directly to the fund assets.

The fees actually charged are shown in the annual and semi-annual reports.

In addition, the investment fund may be charged the other fees and incidental costs listed in § 19 of the fund contract.

The management commission of the target funds in which investments are made may not exceed 3.00% p.a., taking into account any reimbursements. The maximum rate of the management commissions of the target funds in which investments are made, taking into account any reimbursements, shall be stated in the annual report.

1.12.2 Total expense ratio

The coefficient of the total expense ratio (TER) charged to the Fund's assets on an ongoing basis was:

| | 2023 | 2024 | 2025 |
|------------------|------|-------|------|
| Class „A1 (CHF)“ | n/a | 1.48% | |
| Class „A1 (EUR)“ | n/a | 1.45% | |

| | | | |
|------------------|-------|-------|--|
| Class „F1 (CHF)“ | 1.58% | 1.26% | |
| Class „I1 (CHF)“ | 1.36% | 1.06% | |
| Class „E1 (EUR)“ | 1.88% | 1.67% | |
| Class „E1(CHF)“ | 1.69% | 1.66% | |

1.12.3 Payment of retrocessions and rebates

The fund management company and its agents may pay retrocessions to compensate for the distribution of fund units in Switzerland or from Switzerland. The following services in particular may be compensated with this remuneration:

1. Fund trading platforms and/or trading systems which offer the possibility of subscribing to fund units
2. Organisation of information events
3. Participation in events and trade fairs
4. Production of marketing material
5. Training of distributors
6. All other activities with the intention of promoting the distribution activity in relation to the fund units

Retrocessions are not considered rebates, even if they are ultimately passed on to investors in whole or in part.

The recipients of retrocessions shall ensure transparent disclosure and shall inform the investor of their own accord, free of charge, of the amount of compensation they may receive for distribution activities.

Upon request, the recipients of retrocessions shall disclose the amounts actually received for distribution activities in relation to the collective investment schemes of these investors.

The fund management company and its agents may pay rebates directly to investors on request in connection with distribution activities in or from Switzerland. Rebates serve to reduce the fees or costs attributable to the investors concerned. Rebates are permissible provided that they

- are paid from fees of the fund management company and thus do not additionally burden the fund assets;
- be granted on the basis of objective criteria;
- be granted to all investors who meet the objective criteria and request discounts, under the same time conditions and to the same extent.

The objective criteria for the granting of rebates by the fund management company are:

- The volume subscribed or the total volume held by the investor in the collective investment scheme or, where applicable, in the promoter's product range;
- the amount of fees generated by the investor;
- the investment behaviour practised by the investor (e.g. expected investment duration);
- the investor's willingness to support the launch phase of a collective investment scheme.

- Upon request by the investor, the fund management company shall disclose the corresponding amount of the rebates free of charge.

1.12.4 Remuneration and incidental costs to be borne by the investors (extract from § 18 of the fund contract)

The issuing commission in favour of the fund management and distribution is a maximum of 3%.

The redemption commission in favour of the fund management and distribution is a maximum of 1%.

When issuing and redeeming units, the fund management company may also charge to the benefit of the fund assets the incidental costs incurred by the investment fund on average from the investment of the amount paid in or from the sale of a portion of the investments corresponding to the unit redeemed (cf. § 17 Clause 2). Currently the maximum rate is 0.30%.

1.12.5 Performance Fee

There is no performance fee entitlement.

1.12.6 Commission sharing agreements and soft commissions

The Fund Management Company has not entered into any commission sharing agreements.

The fund management company has not concluded any agreements regarding so-called "soft commissions".

1.12.7 Investments in affiliated collective investment schemes

No issue and redemption commission shall be charged on investments in collective investment schemes which the fund management company manages directly or indirectly itself, or which are managed by a company with which the fund management company is affiliated by virtue of joint management, control or a substantial direct or indirect holding.

1.13 Inspection of the reports

The prospectus with integrated fund contract, the basic information sheet and the annual and semi-annual reports can be obtained free of charge from the fund management company, the custodian bank and all distributors.

1.14 Legal form of the investment fund

The investment fund is an investment fund under Swiss law of the type "securities fund" pursuant to the Federal Act on Collective Investment Schemes of 23 June 2006.

The investment fund is based on a collective investment contract (fund contract) in which the fund management company undertakes to give the investor a share in the investment fund in proportion to the fund units acquired by him and to manage the fund independently and in its own name in accordance with the provisions of the law and the fund contract. The custodian bank participates in the fund contract in accordance with the tasks assigned to it by law and the fund contract.

1.15 The main risks

1.15.1 General risks

An investment in the investment fund entails various risks. The value of a fund unit may be subject to considerable fluctuations. There is no certainty that the intended investment objective will be achieved. An investment in non-classical investments of this investment fund is suitable for investors

with a high objective risk tolerance and a long-term investment horizon and as an addition to diversified portfolios.

1.15.2 Market risks

The investment fund invests in financial instruments that are highly volatile. If political uncertainties, fiscal policy measures, currency restrictions or changes in legislation move the market in the short and/or long term in the opposite direction to the forecast, this may have a negative impact on the value of the exposures entered into and their returns.

1.15.3 Liquidity risk

The liquidity of individual financial instruments, particularly in the emerging markets, small or mid cap area, can be tightly limited. This means that under certain circumstances the fund management can only sell a position with considerable difficulty. In such situations, investments of the investment fund can only be sold at a loss. In addition, in exceptional cases, these financial instruments listed on a stock exchange may be delisted.

1.15.4 Concentration of investments / risk diversification

The fund management aims to create a diversified fund portfolio by investing in instruments from a large number of issuers. However, investments may be concentrated in individual sectors or regions. This investment behaviour may increase the risk of loss if the selected investment strategy does not meet expectations.

1.15.5 Leverage

The fund management is authorised to use derivative financial instruments that have a leverage effect. When achieving leverage via derivatives, there is the possibility that an assessment of the situation that proves to be incorrect or low liquidity of the markets in the underlying assets may have a negative impact on the fund's return.

1.15.6 Operational risks

The activities of the fund management company or the asset manager are based on the availability of data flow and communication systems used by it and by the other parties involved in the investment process. Should these systems fail temporarily, break down completely or trading in investments held by the Fund be suspended or discontinued due to technical or political problems, there is a risk that risk management cannot be fully implemented or fails completely. This may expose the Fund to substantial risks and losses that cannot be determined in advance.

1.15.7 Counterparty risks

Counterparty risk denotes the probability of insolvency of the debtor, a counterparty to a pending transaction or the issuer or guarantor of a share or a derivative financial product. The occurrence of the insolvency of such a party results in the partial or total loss of the amount of the investment subject to the risk of this party. This risk must be taken into account when choosing a debtor, counterparty, issuer or guarantor. The creditworthiness of an issuer is measured by its rating from the leading rating agencies.

1.15.8 Emerging market risks

Emerging markets are countries that, according to the World Bank's classification, do not fall into the category of "high gross national income per capita". Stock markets of such economies are generally volatile. In particular, there is a risk of

- A possible low or complete lack of trading volume of the securities on the relevant securities market, which may lead to liquidity bottlenecks and relatively greater price fluctuations;
- The uncertainty of political, economic and social conditions and the associated dangers of expropriation or confiscation, the risk of exceptionally high inflation rates, prohibitive fiscal measures and other negative developments;
- The potential for significant fluctuations in the foreign exchange rate, diversity of jurisdictions, existing or potential foreign exchange export restrictions, customs or other restrictions and any laws or other restrictions applicable to investments;
- Political or other circumstances that restrict the investment opportunities of the investment fund, such as restrictions on issuers or industries that are considered sensitive with regard to national interests, and
- The lack of adequate developed legal structures for private or foreign investment and a possible lack of guarantee of private property.

In addition, there are risks in relation to the settlement of securities transactions, namely the risk that the corresponding securities are delivered late or not at all despite payment having been made by the investment fund. The risk of securities forgery or theft cannot be ruled out either.

With regard to investments in certain Asian countries, attention is drawn to possible risks concerning the ownership and safekeeping of securities.

In certain Asian jurisdictions, ownership of securities is evidenced by entries in the books of the company issuing the securities or its registrar (which is neither an agent of nor responsible to the Custodian). The Custodian's monitoring obligations in this regard are limited to best efforts monitoring to the extent reasonably possible.

Share certificates representing interests in companies in certain Asian jurisdictions are not held by the Custodian or the Subcustodian or an effective central depository system. As a result of this system and the lack of effective government regulation and enforceability, the Fund could lose its registration and ownership of securities in certain Asian jurisdictions through fraud, negligence or simple oversight. It is also noted that such share certificates are usually only available in photocopied form and their legal value is therefore vulnerable.

THE ABOVE LIST IS NOT EXHAUSTIVE OF ALL INVESTMENT RISKS OF INVESTMENT FUNDS. THROUGH STRICT MONITORING OF THE INDIVIDUAL INVESTMENTS, THE FUND MANAGEMENT ENDEAVOURS TO REDUCE THE RISKS IDENTIFIED BY THEM AS FAR AS COMMERCIALY REASONABLE IN ITS OPINION.

PVB PERNET VON BALLMOOS AG ADVISES ALL INVESTORS TO HOLD ONLY AN APPROPRIATE PROPORTION OF THEIR PORTFOLIO IN UNITS OF THE INVESTMENT FUND. INVESTORS' ATTENTION IS DRAWN TO THE FACT THAT AN INVESTMENT IN THE INVESTMENT FUND SHOULD BE REGARDED AS A LONG-TERM COMMITMENT WHICH MAY BE SUBJECT TO CERTAIN FLUCTUATIONS IN VALUE.

THE ABOVE RISK WARNINGS DO NOT CONSTITUTE A COMPLETE EXPLANATION OF ALL THE RISKS ASSOCIATED WITH THIS INVESTMENT. INTERESTED INVESTORS ARE ADVISED TO READ THE ENTIRE PROSPECTUS, INCLUDING ALL APPENDICES, AND SEEK THEIR OWN INDEPENDENT PROFESSIONAL ADVICE BEFORE DECIDING TO INVEST IN THIS INVESTMENT FUND.

1.16 Liquidity management

The fund management company shall ensure appropriate liquidity management. The fund management company assesses the liquidity of the investment fund as part of the structuring and launch process, and thereafter on a monthly basis. In the assessment, various scenarios are analysed and criteria are taken into account, including diversification and size of the investment fund, fungibility of the investments, characteristics of the fund-specific investment market, market elasticity and market depth of the markets in which the investment fund invests. For certain asset classes with limited liquidity or limited available market information (e.g. real estate, mortgages, alternative investments), these analyses may take place at longer intervals and the criteria used may differ. The fund management shall document the results of these analyses and, if necessary, define and implement suitable measures to limit any liquidity risks. The factors that have an influence on the liquidity risk can change continuously, sometimes also in an unexpected and significant manner. It cannot therefore be ruled out that liquidity risks (see also section 1.15.3) may arise for the sub-funds despite the analyses carried out and measures taken by the fund management company.

2 Information about the fund management company

2.1 General information on the fund management company

PvB Pernet von Ballmoos AG, Zurich, is responsible for the fund management. It was founded in July 2004 as a public limited company.

2.2 Further information on the fund management company

As at 01.12.2024, the fund management company managed assets totalling over CHF 1,000 million in Switzerland.

2.3 Administrative and governing bodies

The Board of Directors of PvB Pernet von Ballmoos AG is currently composed of the following persons:

Markus Muraro, President

Martin Peyer, Vice-President

Christian von Ballmoos, Member

Philippe Keller, Member

Thomas Thüler, Member

The Executive Board is made up of Philippe Keller, Christian von Ballmoos, Christoph Widmer and Georg Reichelmeier.

2.4 Subscribed and paid-in capital

The amount of the fund management company's subscribed share capital on 01.12.2024 is CHF 1,154,034. The share capital is divided into 38,340 registered shares at CHF 30.10 each *and* is 100% paid up.

2.5 Delegation of investment decisions

The investment decisions of the investment fund are delegated to the asset manager, SG Value Partners AG, Zurich. SG Value Partners AG is an independent asset manager specialising in deep value equity investments. The experienced investment team is led by Sven Sommer (Chief Executive Officer) and Gregor Trachsel (Chief Investment Officer). Together they have been successfully focusing on deep value strategies since 2003. The exact execution of the mandate is governed by an asset management agreement concluded between PVB Pernet von Ballmoos AG and SG Value Partners AG on 1 September 2022.

2.6 Exercise of membership and creditors' rights

The fund management company shall exercise the membership and creditors' rights associated with the investments of the managed sub-funds independently and exclusively in the interests of the investors. Investors may obtain information on the exercise of membership and creditors' rights from the fund management company upon request.

In the case of pending routine transactions, the fund management company is free to exercise the membership and creditor rights itself or to delegate the exercise to the custodian bank or third parties, as well as to waive the exercise of the membership and creditor rights.

In the case of all other agenda items that could have a lasting impact on the interests of the investors, such as the exercise of membership and creditors' rights to which the fund management company is entitled as a shareholder or creditor of the custodian bank or other legal entities close to it, the fund management company shall exercise the voting right itself or issue express instructions. In doing so, it may rely on information that it receives from the custodian bank, the asset manager, the company or from voting advisors and other third parties or learns from the press.

3 Information about the custodian bank

3.1 General information on the custodian bank

BNP Paribas, Paris, Zurich Branch, Selnaustrasse 16, 8022 Zurich, acts as Custodian Bank. BNP Paribas, Paris, Zurich Branch is the Swiss branch of the credit institution of BNP Paribas SA, with its registered office in Paris. BNP Paribas, Paris, Zurich Branch is a bank within the meaning of the Federal Law on Banks and Savings Banks and meets the requirements of Art. 72 CISA. Custodian banking is a core business at BNP Paribas and is conducted in 16 countries worldwide. BNP Paribas, with its Securities Services as business line, is the number five securities services provider worldwide in terms of assets under custody (AUC). BNP Paribas Securities Services is a one-stop shop for the entire investment value chain for all institutional client segments, delivering solutions across four client-focused product areas: Banking Services, Fund Services, Financial and Liquidity Services and Issuer Services, and is part of the Corporate Institutional Banking business line.

3.2 Further information on the custodian bank

The custodian bank may entrust third party custodians and central securities depositories in Switzerland and abroad with the safekeeping of the assets of the investment fund, provided this is in the interest of proper safekeeping.

For financial instruments, the safekeeping of the Fund's assets may only be carried out by supervised third-party and central securities depositories. This does not apply to mandatory safekeeping at a location where transfer to supervised third-party and central securities depositories is not possible, in particular due to mandatory legal provisions or the modalities of the investment product.

Third-party and collective custody entails that the fund management no longer has sole ownership of the deposited securities, but only co-ownership. Moreover, if the third-party and central depositories are not supervised, they are unlikely to meet the organisational requirements placed on Swiss banks. The duties of the custodian bank in delegating custody to an agent are governed by § 4 item 6 of the fund contract.

The Custodian shall be liable for any loss caused by a third party custodian or Central Securities Depository unless it proves that it exercised due care in the selection, instruction and supervision required by the circumstances.

BNP Paribas, Paris, Zurich Branch (the "Bank") is part of the internationally active BNP Paribas Group. In connection with the processing of subscriptions and redemptions and the maintenance of business relationships, data and information on clients, their business relationship with the Bank (including information on the beneficial owner) and on business transactions may be passed on to the extent permitted by law to group companies of the Bank abroad, to agents of the Bank abroad or to the fund management company of the fund. These service providers and the fund management company are obliged to treat the information confidentially and to use it exclusively for the purposes for which it was made available to them. Data protection legislation abroad may differ from data protection provisions in Switzerland and provide for a lower standard of protection.

The Custodian Bank is registered with the US tax authorities as a "participating foreign financial institution (pFFI)" within the meaning of the Agreement between Switzerland and the United States of America on Cooperation for Facilitated Implementation of FATCA (Foreign Account Tax Compliance Act) "IGA Switzerland/USA" and Section 1471-1474 of the U.S. Internal Revenue Code including related enactments.

4 Information about third parties

4.1 Imprest accounts

The Paying Agent is the Custodian Bank, BNP Paribas, Paris, Succursale de Zurich.

4.2 Distributor

SG Value Partners AG has been commissioned with the distribution activity in relation to the investment fund. The fund management company is entitled to appoint other distributors with distribution activities in relation to the investment fund.

4.3 Audit company

The auditing company is Deloitte AG, Pfingstweidstrasse 11, 8005 Zurich.

5 Further information

5.1 Useful tips

| | |
|----------------------------|---|
| Duration | The investment fund exists for an indefinite period. |
| Financial year | The financial year shall begin on 1 January and end on 31 December; the first financial year shall end for the first time on 31 December 2023. |
| Use of income | In principle, depending on the unit class, the net income is added to the fund assets for reinvestment within four months of the end of the accounting year (subject to any taxes levied on the reinvestment) or distributed to the investor within four months of the end of the accounting year. |
| Shares | In principle, the units are not securitised but kept in book-entry form in units. |
| Official publication organ | "www.fundinfo.com" |
| Further information | Further information on the investment fund can be found in the fund prospectus with integrated fund contract, the basic information sheet and the last audited annual or unaudited semi-annual report. The aforementioned documents can be obtained free of charge from the fund management company, the custodian bank and all distributors. All information is also published on the internet at www.pvbswiss.com . |
| Sales restrictions | The units of the investment fund are currently only authorised for public offering in Switzerland and Germany and may not be offered, sold or delivered to US persons, in particular within and outside the USA. |

5.2 Publications of the investment fund

Further information on the investment fund can be found in the latest annual or semi-annual report. In addition, current information can be found on the Internet at www.pvbswiss.com. The prospectus with integrated fund contract as well as the annual and semi-annual reports can be obtained free of charge on the Internet at www.pvbswiss.com and from the fund management company, the custodian bank and all distributors.

In the event of an amendment to the fund contract, a change of fund management company or custodian bank, or the dissolution of the investment fund, publication shall be made by the fund management company in the publication medium of the investment fund. This is the website www.fundinfo.com.

Price announcements for all share classes will be made for each day on which issues and redemptions of the relevant shares are made, but at least twice a month on www.fundinfo.com as well as on a voluntary basis in other print and electronic media, such as at www.pvbswiss.com, or in print media.

5.3 Sales restrictions

When units of this investment fund are issued and redeemed abroad, the provisions applicable there shall apply.

The units of the investment fund are currently only authorised for public offering in Switzerland and, in particular, may not be offered, sold or delivered to US persons within or outside the USA.

The fund management company and the custodian bank may prohibit or restrict the sale, brokerage or transfer of units vis-à-vis natural persons or legal entities in certain countries and territories.

5.4 Additional Information for the Distribution of Shares in Germany

The following information is addressed to potential purchasers in the Federal Republic of Germany by clarifying and supplementing the Prospectus with regard to distribution in the Federal Republic of Germany.

Redemption and Exchange Requests, Payments

Investors in Germany may submit their redemption and conversion applications to their custodian bank in Germany. The custodian will forward the applications to the Fund's custodian bank for processing or will apply for redemption in its own name for the account of the investor.

Distributions of the Fund, payments of redemption proceeds and other payments to investors in Germany shall also be made via the respective custodian of the investor in Germany. The custodian will credit the payments to the investor's account.

Information and notices

The Fund's management company, Pvb Pernet von Ballmoos AG, Zollikerstrasse 226, CH-8008 Zurich, can provide the sales prospectus, the key investor information document (KIID), the fund contract, the annual and semi-annual reports as well as the issue and redemption prices (and, if applicable, the conversion prices) free of charge on its website www.pvb.swiss.

Prize publications and other announcements

The issue and redemption prices as well as all other legally required notices to investors shall be published on the Internet at www.fundinfo.com.

In the following cases, the information of the investors in Germany by means of a durable medium pursuant to section 167 KAGB in German or in a language customary in international financial circles is required (section 298 para. 2 KAGB):

- Suspension of the redemption of the units of the investment fund.
- termination of the management of the investment fund or its liquidation.
- Amendments to the Fund Rules which are incompatible with the previous investment principles, which affect material investor rights or which relate to remuneration and reimbursement of expenses which may be withdrawn from the Fund, including the background to the amendments and the rights of the investors in a comprehensible manner; in this context, information must be provided as to where and in what manner information on this may be obtained.
- The merger of investment funds in the form of merger information to be drawn up in accordance with Article 43 of Directive 2009/65/EC.
- The conversion of an investment fund into a feeder fund or the changes to a master fund in the form of information to be drawn up in accordance with Article 64 of Directive 2009/65/EC.

6 Further investment information

6.1 Profile of the typical investor

The investment fund is suitable for investors with a long-term investment horizon of 5 to 10 years who wish to invest in a diversified, benchmark-independent portfolio of equities and other equity securities selected according to the value style. The Fund is recommended for investors who are willing and able to accept a prolonged decline in the net asset value of the Fund's units and who can therefore

spare their invested capital over the long term. They are familiar with the main risks of equity investments.

7 Detailed provisions

All other information on the investment fund, such as the valuation of the fund assets, the listing of all remuneration and ancillary costs charged to the investor and the investment fund, as well as the use of the profit, can be found in detail in the fund contract.

Part II: Fund contract

I Basics

§ 1 Designation, company name and registered office of the fund management company, asset manager and custodian bank

1. Under the name SGVP Circle Fund, there is a contractual investment fund of the type "securities fund" (hereinafter referred to as "investment fund") within the meaning of Art. 25 in conjunction with Art. 68 et seq. Art. 68 et seq. of the Federal Act on Collective Investment Schemes of 23 June 2006 (CISA).
2. The fund management company is PVB Pernet von Ballmoos AG, Zurich.
3. The custodian bank is BNP Paribas, Paris, Succursale de Zurich, Zurich.
4. The asset manager is SG Value Partners AG, Zurich.

II Rights and obligations of the contracting parties

§ 2 The fund contract

The legal relationships between investors on the one hand and the fund management company and custodian bank on the other are governed by the present fund contract and the relevant provisions of the collective investment scheme legislation.

§ 3 The fund management

1. The fund management company manages the investment fund independently and in its own name for the account of the investors. In particular, it decides on the issue of units, the investments and their valuation. It calculates the net asset value and sets the issue and redemption prices as well as profit distributions. It shall assert all rights belonging to the investment fund.
2. The fund management company and its agents are subject to the duty of loyalty, due diligence and information. They shall act independently and exclusively safeguard the interests of the investors. They shall take the organisational measures required for proper management. They shall account for the collective investment schemes they manage and provide information on all fees and costs charged directly or indirectly to investors and on compensation received from third parties, in particular commissions, discounts or other pecuniary advantages.
3. The fund management company may delegate investment decisions and partial tasks to third parties, provided this is in the interest of proper management. It shall only appoint persons who have the necessary skills, knowledge and experience for this activity and who have the required licences. It shall carefully instruct and supervise the third parties involved.

Investment decisions may only be delegated to asset managers who have the necessary authorisation.

Investment decisions may not be delegated to the custodian bank or to other companies whose interests may conflict with those of the fund management company or the investors.

The fund management company shall remain responsible for the fulfilment of its duties under supervisory law and shall safeguard the interests of the investors when delegating tasks. The fund management company shall be liable for the actions of persons to whom it has delegated tasks as for its own actions.

4. The fund management company may, with the consent of the custodian bank, submit an amendment to this fund contract to the supervisory authority for approval (see § 26).
5. The fund management company may merge the investment fund with other investment funds in accordance with the provisions of § 24 or dissolve it in accordance with the provisions of § 25.
6. The fund management company shall be entitled to the remuneration provided for in §§ 18 and 19, to release from the liabilities it has incurred in the proper performance of its duties and to reimbursement of the expenses it has incurred in the performance of these liabilities.

§ 4 The custodian bank

1. The custodian bank holds the fund assets in safe custody. It handles the issue and redemption of fund units as well as payment transactions for the investment fund.
2. The custodian bank and its agents are subject to the duty of loyalty, due diligence and information. They shall act independently and exclusively safeguard the interests of the investors. They shall take the organisational measures required for proper management. They shall account for the collective investment schemes held in their custody and provide information on all fees and costs charged directly or indirectly to the investors as well as on compensation received from third parties, in particular commissions, discounts or other pecuniary advantages.
3. The custodian bank is responsible for the account and custody management of the investment fund, but cannot independently dispose of its assets.
4. The custodian bank shall ensure that in the case of transactions relating to the assets of the investment fund, the countervalue is transferred to it within the usual time limits. It shall notify the fund management company if the countervalue is not refunded within the usual time limit and shall demand a replacement for the asset concerned from the counterparty, insofar as this is possible.
5. The custodian bank shall keep the necessary records and accounts in such a way that it can at any time distinguish the assets held in custody of the individual collective investment schemes from one another at .
In the case of assets that cannot be taken into custody, the custodian bank shall verify the ownership of the fund management company and keep records thereof.
6. The Custodian Bank may entrust third party custodians and central securities depositories in Switzerland or abroad with the safekeeping of the Fund's assets, provided this is in the interest of proper safekeeping. It shall check and monitor whether the third-party custodian or central securities depository it has commissioned:
 - a) has an adequate operational organisation, financial guarantees and the professional qualifications required for the nature and complexity of the assets entrusted to it;

- b) subjected to a regular external audit, thus ensuring that the financial instruments are in its possession;
- c) the assets received from the Custodian are held in custody in such a way that they can be clearly identified by the Custodian at all times as belonging to the Fund's assets by means of regular portfolio reconciliations;
- d) complies with the regulations applicable to the Custodian with regard to the performance of its delegated tasks and the avoidance of conflicts of interest.

The custodian bank shall be liable for any damage caused by the agent unless it can prove that it exercised due care in selecting, instructing and monitoring the agent in accordance with the circumstances. The Prospectus contains information on the risks associated with the transfer of custody to third party custodians and central securities depositories.

In the case of financial instruments, the transfer referred to in the preceding paragraph may only be made to supervised third parties or central securities depositories. This does not apply to mandatory safekeeping in a place where the transfer to supervised third party or central securities depositories is not possible, in particular due to mandatory legal provisions or the modalities of the investment product. The investors shall be informed in the prospectus about the safekeeping by non-supervised third party or central securities depositories.

- 7. The custodian bank shall ensure that the fund management company complies with the law and the fund contract. It shall check whether the calculation of the net asset value and the issue and redemption prices of the units as well as the investment decisions comply with the law and the fund contract and whether the profit is used in accordance with the fund contract. The custodian bank is not responsible for the selection of investments made by the fund management company within the framework of the investment regulations.
- 8. The Custodian shall be entitled to the remuneration provided for in §§ 18 and 19, to discharge from liabilities incurred in the proper performance of its duties and to reimbursement of expenses incurred in the performance of such liabilities.
- 9. The custodian bank is not responsible for the safekeeping of the assets of the target funds in which this investment fund invests, unless this task has been delegated to it.

§ 5 The investor

- 1. The circle of investors is not restricted. Restrictions are possible for individual classes in accordance with § 6 no. 4.

The fund management company, together with the custodian bank, shall ensure that the investors comply with the specifications with regard to the group of investors.

- 2. Upon conclusion of the contract and payment in cash, the investors acquire a claim against the fund management for participation in the assets and success of the investment fund. Instead of paying in cash, a contribution in kind may be made at the request of the investor and with the consent of the fund management company in accordance with the provisions of § 17 number 8. The investor's claim is based on units.
- 3. The investors are only obliged to pay into the investment fund the unit subscribed by him. His personal liability for the liabilities of the investment fund is excluded.

4. Investors may obtain the necessary information on the basis for calculating the net asset value per unit from the fund management company at any time. If the investors assert an interest in more detailed information on individual transactions of the fund management company as well as the exercise of membership and creditors' rights or on risk management, the fund management company shall also provide them with information on this at any time. The investors may request the court at the registered office of the fund management company to have the auditing company or another expert person investigate the matter requiring clarification and report to them on the matter.
5. Investors may terminate the fund contract weekly in compliance with the notice period (cf. §17 of the fund contract and 1.8 of the prospectus) and *request* payment of their share in the investment fund in cash. Instead of payment in cash, an in-kind contribution may be made in accordance with the provisions of §17 Clause 8 at the request of the investor and with the consent of the fund management company.
6. Investors are obliged to prove to the fund management company and/or the custodian bank and its agents upon request that they meet or continue to meet the legal or fund contract requirements for participation in the investment fund or a unit class. Furthermore, they are obliged to inform the custodian bank, the fund management company and its agents immediately as soon as they no longer fulfil these requirements.
7. An investor's units must be compulsorily redeemed by the fund management company in cooperation with the custodian bank at the respective redemption price if:
 - a) this is necessary to protect the reputation of the financial centre, namely to combat money laundering;
 - b) the investor no longer meets the legal or contractual requirements for participation in this investment fund.
8. In addition, an investor's units may be compulsorily redeemed by the Fund Management Company in cooperation with the Custodian Bank at the respective redemption price if:
 - a) the investor's participation in the investment fund is likely to significantly impair the economic interests of the other investors, in particular if the participation may result in tax disadvantages for the investment fund in Switzerland or abroad;
 - b) investors have acquired or hold their units in breach of provisions of a domestic or foreign law applicable to them, this Fund Contract or the Prospectus;
 - c) the economic interests of investors are adversely affected, particularly in cases where individual investors attempt to achieve pecuniary advantages through systematic subscriptions and immediately subsequent redemptions by exploiting time differences between the setting of closing prices and the valuation of the fund assets (market timing).

§ 6 Units and unit classes

1. The fund management company may, with the consent of the custodian bank and the approval of the supervisory authority, create, cancel or combine different unit classes at any time. All unit classes entitle the holder to participate in the undivided fund assets, which are not segmented. This participation may differ due to class-specific cost charges or distributions or due to class-

specific income, and the different unit classes may therefore have a different net asset value per unit. The assets of the investment fund as a whole are liable for class-specific cost charges.

2. The creation, cancellation or merger of unit classes shall be announced in the organ of publication. Only the unification shall be deemed to be an amendment of the fund contract within the meaning of § 26.
3. The various unit classes may differ in terms of cost structure, reference currency, currency hedging, distribution or reinvestment of income, minimum investment and investor group. Fees and costs shall only be charged to the unit class to which a specific service is attributable. Remuneration and costs that cannot be clearly allocated to a unit class shall be charged to the individual unit classes in proportion to the fund assets.
4. At present there are unit classes with the designations:
F1 (CHF), F1 (EUR), A1 (CHF), A2 (CHF), A1 (EUR), A2 (EUR), I1 (CHF), I2 (CHF), I1 (EUR), I2 (EUR), E1 (CHF), E2 (CHF), E1 (EUR), E2 (EUR), V1 (CHF), V2 (CHF), V1 (EUR) and V2 (EUR)

Terms and Conditions of the Share Classes:

F: open to investors for a maximum period of 12 months after the launch of the Fund.

A: No conditions

I: Minimum Subscription: 250k in the relevant Share Class Reference Currency

E: No conditions (so-called retroclass)

V: Conclusion of an asset management or investment advisory agreement with SG Value Partners AG

The custodian bank and the fund management company shall ensure that investors comply with the requirements relating to the group of investors and may in particular require the submission of certain formalities.

Investors in unit classes V must release the third-party bank from banking secrecy vis-à-vis the custodian bank and the fund management company and authorise or instruct the third-party bank to disclose the identity to the custodian bank and the fund management company as well as their appointed asset manager and to submit the necessary formalities. In the event of dissolution of the asset management or advisory agreement with the asset manager, the units must be returned immediately. Otherwise, an immediate compulsory exchange into unit class A shall take place.

5. The units shall not be certificated, but shall be kept in book-entry form. The investor is not entitled to demand the delivery of a registered or bearer unit certificate.
6. The custodian bank and the fund management company are obliged to request investors who no longer meet the requirements for holding a unit class to redeem their units within 30 calendar days within the meaning of § 17, to transfer them to a person who meets the aforementioned requirements or to exchange them for units of another class whose requirements they meet. If the investor does not comply with this request, the fund management company may, in cooperation with the custodian bank, either carry out a compulsory exchange into another unit class of this

investment fund or, if this is not possible, carry out a compulsory redemption within the meaning of § 5 Clause 7 of the units concerned.

III Investment policy guidelines

A Investment principles

§ 7 Compliance with investment regulations

1. When selecting the individual investments, the fund management observes the percentage restrictions listed below in the interests of a balanced distribution of risk. These relate to the fund assets at market values and must be complied with at all times. This investment fund must comply with the investment restrictions six months after the end of the subscription period (launch).
2. If the restrictions are exceeded or fallen short of as a result of market changes or subscriptions or redemptions, the investments must be restored to the permissible level within a reasonable period of time while safeguarding the interests of the investors. If restrictions in connection with derivatives pursuant to § 12 below are violated by a change in the delta, the orderly state must be restored within three banking days at the latest, while safeguarding the interests of the investors.

§ 8 Investment policy and objective

1. Investment instruments

The fund management company may invest the assets of this investment fund in the following investments. The risks associated with these investments shall be disclosed in the prospectus.

- a) Securities, i.e. securities issued in bulk and uncertificated rights with the same function (uncertificated securities) which are traded on a stock exchange or on another regulated market open to the public and which embody a participation or claim right or the right to acquire such securities and uncertificated securities by subscription or exchange, such as warrants;

Investments in securities from new issues are only permitted if their admission to a stock exchange or another regulated market open to the public is provided for in the terms of issue. If they have not yet been admitted to the stock exchange or another market open to the public one year after acquisition, the securities must be sold within one month or included in the restriction rule of para. 1 g).

- b) Derivatives if (i) they are based on securities as defined in a), derivatives as defined in b), units in collective investment schemes as defined in d), money market instruments as defined in e), financial indices, interest rates, exchange rates, loans or currencies, and (ii) the underlying assets are permitted as investments under the fund contract. Derivatives are either traded on an exchange or on another regulated market open to the public or OTC;

OTC transactions are only permissible if (i) the counterparty is a supervised financial intermediary specialising in this business, and (ii) the OTC derivatives are tradable on a daily basis or a return to the issuer is possible at any time. In addition, they can be reliably and comprehensibly valued. Derivatives may be used in accordance with § 12.

- c) Structured products if (i) they are based on securities as defined in a), derivatives as defined in b), structured products as defined in c), units in collective investment schemes as defined in d), money market instruments as defined in e), financial indices, interest rates, exchange rates, loans or currencies and (ii) the underlying assets are permitted as investments under the fund contract. Structured products are traded either on an exchange or on another regulated market open to the public or OTC;

OTC transactions are only permissible if (i) the counterparty is a supervised financial intermediary specialising in this business, and (ii) the OTC products are tradable on a daily basis or a return to the issuer is possible at any time. In addition, they are reliable and can be comprehensibly valued

- d) units in other collective investment schemes (target funds) if (i) their documents limit investments in other target funds to 10% in total for their part; (ii) for these target funds with regard to purpose, organisation, investment policy, investor protection, risk distribution, separate custody of the fund assets, borrowing, granting of loans, short selling of securities and money market instruments, (iii) these target funds are authorised as collective investment schemes in the country in which they are domiciled and are subject to supervision there that serves to protect investors and is equivalent to that in Switzerland, and international administrative assistance is guaranteed.

The fund management company may invest a maximum of 10% of the fund assets in units of target funds (incl. exchange traded funds) that do not comply with the relevant directives of the European Union (UCITS) but are equivalent to these or to Swiss securities funds pursuant to Art. 53 CISA. Subject to §19, the fund management company may acquire units of target funds that are managed directly or indirectly by itself or by a company with which it is affiliated through joint management or control or through a substantial direct or indirect holding.

- e) money market instruments if they are liquid and assessable and are traded on a stock exchange or on another regulated market open to the public; money market instruments that are not traded on a stock exchange or on another regulated market open to the public may only be acquired if the issue or the issuer is subject to regulations on creditor and investor protection and if the money market instruments are issued or guaranteed by issuers pursuant to Art. 74 para. 2 CISO.
- f) Sight and time deposits with maturities of up to twelve months with banks domiciled in Switzerland or in a member state of the European Union or in another state if the bank there is subject to supervision equivalent to that in Switzerland.
- g) Investments other than those referred to in points (a) to (f) above up to a maximum of 10% of the Fund's assets; not permitted are (i) investments in precious metals, precious metal certificates, commodities and securities and (ii) genuine short sales of investments of any kind.

2. Investment objective

The investment objective of this investment fund is to achieve long-term capital appreciation, taking into account the principle of risk diversification and the liquidity of the fund's assets, by investing in equities of companies worldwide. The investment fund pursues a value approach by attempting to select equity securities of issuers whose current stock market listing is significantly below the fundamentally determined intrinsic value of the equity security. In the context of a long-term investment, the selection of equity securities is company-specific, i.e. the values and risks of individual equity securities are analysed rather than general market or sector fluctuations.

This approach to selecting equity securities may therefore lead to concentrations in individual countries, regions or sectors.

Depending on the market assessment, the fund management may take synthetic long and/or short positions in addition to its exposure to equities in order to achieve additional investment exposure or to hedge the portfolio. In an uncertain market environment, however, the fund management company may also hold a substantial proportion of the fund assets in liquid assets (money market funds in accordance with the corresponding SFAMA guideline for money market funds or in accordance with an equivalent European regulation, money market instruments and sight and time deposits).

The Fund Management Company cannot guarantee that the Fund's investment objective will be achieved.

3. Investment Policy

The fund management company may invest the assets of this investment fund, after deducting the liquid assets, in the following investments within the specified limits.

- a) Equity securities and rights (shares, participation certificates, cooperative shares, participation certificates and similar) of issuers worldwide, at least 51%;
- b) Equity securities and rights (shares, dividend-right certificates, cooperative shares, participation certificates and the like) of issuers in countries that are not on the World Bank's list of high-income economies, up to a maximum of 50%;
- c) Debt securities and rights (bonds, convertible bonds, convertible notes, bonds with warrants and notes) as well as other fixed or variable interest debt securities and rights of private and public debtors (investments in asset backed securities ("ABS") and mortgage backed securities ("MBS") are not permitted) worldwide denominated in freely convertible currencies up to 49%; up to a maximum of 20% of the fund assets may be invested in convertible bonds and bonds with warrants together. A maximum of 20% of the Fund's assets invested in debt securities and rights may be invested in debt securities and rights of issuers that do not have an investment grade rating;
- d) Listed derivatives on the above-mentioned investments;
- e) Liquid assets (money market funds in accordance with the corresponding SFAMA directive for money market funds or in accordance with an equivalent European regulation, money market instruments and sight and time deposits) up to 49%;
- f) Investments in target funds pursuant to § 8 item 1 d) may not exceed 10% of the Fund's assets.

The fund management company shall ensure appropriate liquidity management. The details shall be disclosed in the prospectus.

§ 9 Cash and cash equivalents

The fund management company may additionally hold appropriate liquid assets in the investment fund's unit of account and in all currencies in which investments are permitted. Liquid assets shall be deemed to be sight and time bank deposits with maturities of up to twelve months.

B Investment techniques and instruments

§ 10 Securities Lending

- 1. The fund management company may lend all types of securities that are traded on a stock exchange or on another regulated market open to the public.
- 2. The fund management company may lend the securities to a borrower in its own name and for its own account ("principal transaction") or instruct an intermediary to make the securities

available to a borrower either on a fiduciary basis by indirect proxy ("agent transaction") or by direct proxy ("finder transaction").

3. The fund management company shall only engage in securities lending with first-class borrowers or intermediaries specialising in this type of transaction, such as banks, brokers and insurance companies, as well as recognised securities clearing organisations that guarantee the proper execution of securities lending.
4. If the fund management company must observe a period of notice, the duration of which may not exceed 7 bank business days, before it can again legally dispose of the lent securities, it may not lend more than 50% of the loanable portfolio of one type. If, on the other hand, the borrower or the intermediary contractually assures the fund management company that it will be able to legally dispose of the lent securities again on the same or the next bank working day, the entire loanable portfolio of a type may be lent.
5. The fund management company shall agree with the borrower or intermediary that the latter shall pledge or transfer ownership of collateral in accordance with Art. 51 CISO-FINMA in order to secure the reimbursement claim in favour of the fund management company. The value of the collateral must be appropriate and must at all times amount to at least 100% of the market value of the securities lent. The issuer of the collateral must have a high credit rating and the collateral may not be issued by the counterparty or by a company belonging to or dependent on the counterparty's group. The collateral must be highly liquid, traded at a transparent price on a stock exchange or another regulated market open to the public and valued at least daily on the stock exchange. In managing the collateral, the fund management company or its agents must fulfil the duties and requirements pursuant to Art. 52 CISO-FINMA. In particular, they must diversify the collateral appropriately in terms of countries, markets and issuers, whereby an appropriate diversification of issuers is deemed to have been achieved if the collateral held by a single issuer does not correspond to more than 20% of the net asset value. Exceptions are reserved for publicly guaranteed or issued investments pursuant to Art. 83 CISO. Furthermore, the fund management company or its agents must be able to obtain the power of disposal and the authority to dispose of the collateral received in the event of default by the counterparty at any time and without involving the counterparty or obtaining its consent. The collateral received shall be held in safe custody at the Custodian Bank. The collateral received may be held in safe custody on behalf of the fund management company with a supervised third-party custodian if ownership of the collateral is not transferred and the third-party custodian is independent of the counterparty.
6. The borrower or intermediary is liable for the punctual and unrestricted remuneration of the income accruing during the securities lending, the assertion of other property rights and the restitution of securities of the same type, quantity and quality in accordance with the contract.
7. The custodian bank shall ensure that the securities lending transaction is processed securely and in accordance with the contract and shall in particular monitor compliance with the collateral requirements. For the duration of the lending transactions, it shall also take care of the administrative actions incumbent upon it in accordance with the safe custody regulations and the assertion of all rights to the lent securities, insofar as these have not been assigned in accordance with the applicable master agreement.
8. The Prospectus contains further information on the collateral strategy

§ 11 Repurchase agreements

The fund management company does not engage in repurchase agreements.

§ 12 Derivative financial instruments

1. The fund management company may use derivatives with a view to efficient management of the fund assets. It shall ensure that the economic effect of the use of derivatives does not lead to a deviation from the investment objectives specified in this fund contract and in the prospectus or to a change in the investment character of the investment fund, even under extraordinary market conditions. In addition, the underlying assets on which the derivatives are based must be permissible as investments under this fund contract.

In connection with collective investment schemes, derivatives may only be used for the purpose of currency hedging. The hedging of market, interest rate and credit risks in collective investment schemes remains reserved, provided that the risks can be clearly determined and measured.

2. The commitment approach II is used for risk measurement. The total exposure of this investment fund associated with derivatives may therefore not exceed 100% of its net fund assets and the total exposure may not exceed 200% of its net fund assets. Taking into account the possibility of temporary borrowing up to a maximum of 10% of the net fund assets in accordance with § 13 Clause 2, the total exposure of the investment fund may amount to a total of up to 210% of the net fund assets. The total exposure is determined in accordance with Art. 35 CISO-FINMA.
3. In particular, the fund management company may use basic derivative forms such as call or put options whose value at expiry depends linearly on the positive or negative difference between the market value of the underlying and the strike price and becomes zero if the difference has the other sign, credit default swaps (CDS), swaps whose payments depend linearly and independently of the path on the value of the underlying or an absolute amount, and forward transactions (futures and forwards) whose value depends linearly on the value of the underlying. In addition, it may also use combinations of basic derivative forms as well as derivatives whose economic mode of action can be described neither by a basic derivative form nor by a combination of basic derivative forms (exotic derivatives).
4.
 - a) Offsetting positions in derivatives of the same underlying as well as offsetting positions in derivatives and in investments of the same underlying may be offset against each other irrespective of the expiry of the derivatives ("netting") if the derivative transaction was concluded for the sole purpose of eliminating the risks associated with the acquired derivatives or investments, the material risks are not neglected and the attributable amount of the derivatives is determined in accordance with Art. 35 CISO-FINMA.
 - b) If, in the case of hedging transactions, the derivatives do not relate to the same underlying asset as the asset to be hedged, then, in addition to the rules in point a), the conditions must be met ("hedging") that the derivative transactions may not be based on an investment strategy that serves to generate a profit. In addition, the derivative must lead to a verifiable reduction in risk, the risks of the derivative must be offset, the derivatives, underlyings or assets to be offset

must relate to the same class of financial instruments and the hedging strategy must be effective even under exceptional market conditions.

c) In the case of a predominant use of interest rate derivatives, the amount to be included in the total exposure from derivatives may be determined by means of internationally recognised duration netting rules, provided that the rules lead to a correct determination of the risk profile of the investment fund, the material risks are taken into account, the application of these rules does not lead to an unjustified leverage effect, no interest arbitrage strategies are pursued and the leverage effect of the investment fund is not increased either by applying these rules or by investing in short-term positions.

d) Derivatives that are used purely to hedge foreign currency risks and do not result in leverage or involve additional market risks may be netted without the requirements of point b) when calculating the total exposure from derivatives.

e) Payment obligations arising from derivatives must be permanently covered by cash equivalents, debt securities and rights or shares traded on a stock exchange or on another regulated market open to the public in accordance with collective investment scheme legislation.

f) If the fund management company enters into an obligation to physically deliver an underlying with a derivative, the derivative must be covered with the corresponding underlyings or with other investments if the investments and the underlyings are highly liquid and can be acquired or sold at any time in the event of a required delivery. The fund management company must have unrestricted access to these underlyings or investments at all times.

5. The fund management company may use both standardised and non-standardised derivatives. It may conclude transactions in derivatives on an exchange, on another regulated market open to the public or OTC (over-the-counter).

6.

a) The fund management company may only conclude OTC transactions with supervised financial intermediaries that specialise in these types of transactions and guarantee the flawless execution of the transaction. If the counterparty is not the custodian bank, the former or the guarantor must have the minimum rating prescribed by the collective investment scheme legislation in accordance with Art. 33 CISO-FINMA.

b) An OTC derivative must be reliably and verifiably valued on a daily basis and must be capable of being sold, liquidated or closed out by an offsetting transaction at any time at fair value.

c) If no market price is available for an OTC derivative, the price must be comprehensible at all times on the basis of an appropriate valuation model recognised in practice, based on the market value of the underlying assets from which the derivative is derived. Before concluding a contract for such a derivative, specific offers must be obtained from at least two counterparties, whereby the contract must be concluded with the counterparty that submits the best offer in terms of price. Deviations from this principle are permissible for reasons of

risk diversification or if other contractual components such as the counterparty's creditworthiness or range of services make another offer appear to be more advantageous overall for the investors. Furthermore, in exceptional cases, the solicitation of offers from at least two possible counterparties may be waived if this is in the best interests of the investors. The reasons for this as well as the conclusion of the contract and the price determination must be documented in a comprehensible manner.

d) The fund management company or its agents may only accept collateral within the scope of an OTC transaction that fulfils the requirements pursuant to Art. 51 CISO-FINMA. The issuer of the collateral must have a high credit rating and the collateral may not be issued by the counterparty or by a company belonging to or dependent on the group of the counterparty. The collateral must be highly liquid, traded at a transparent price on a stock exchange or another regulated market open to the public and valued at least daily on the stock exchange. In managing the collateral, the fund management company or its agents must fulfil the duties and requirements pursuant to Art. 52 CISO-FINMA. In particular, they must diversify the collateral appropriately in terms of countries, markets and issuers, whereby an appropriate diversification of issuers is deemed to have been achieved if the collateral held by a single issuer does not correspond to more than 20% of the net asset value. Exceptions are reserved for publicly guaranteed or issued investments pursuant to Art. 83 CISO. Furthermore, the fund management company or its agents must be able to obtain the power of disposal and the authority to dispose of the collateral received in the event of default by the counterparty at any time and without involving the counterparty or obtaining its consent. The collateral received shall be held in safe custody by the Custodian. The collateral received may be held in custody on behalf of the fund management company with a supervised third-party custodian if ownership of the collateral is not transferred and the third-party custodian is independent of the counterparty.

7. When complying with the statutory and contractual investment restrictions (maximum and minimum limits), derivatives shall be taken into account in accordance with the collective investment scheme legislation.
8. The prospectus contains further details:
 - on the importance of derivatives in the context of the investment strategy;
 - on the impact of the use of derivatives on the risk profile of the investment fund;
 - on the counterparty risks of derivatives;
 - to the increased volatility resulting from the use of derivatives and the increased overall exposure (leverage effect);
 - On the security strategy.

§ 13 Taking out and granting loans

1. The fund management company may not grant loans for the account of the investment fund. Securities lending pursuant to §10 shall not be deemed to be granting of credit within the meaning of this paragraph.

2. The fund management company may take out temporary loans for a maximum of 10% of the net fund assets.

§ 14 Encumbrance of the fund assets

1. The fund management company may not pledge or assign as security more than 25% of the net fund assets at the expense of the investment fund.
2. The encumbrance of the fund assets with guarantees is not permitted.

C Investment restrictions

§ 15 Risk distribution

1. The risk distribution rules pursuant to § 15 shall include:
 - a) Investments in accordance with § 8, with the exception of index-based derivatives and structured products, provided that the index is sufficiently diversified and representative of the market to which it refers and is published in an appropriate manner;
 - b) Cash and cash equivalents according to § 9;
 - c) Receivables from counterparties from OTC transactions
2. Companies that form a group on the basis of international accounting standards are considered to be a single issuer.
3. The fund management company may invest a maximum of 10% of the fund assets - including derivatives - in securities and money market instruments of the same issuer. The total value of the securities and money market instruments of the issuers in which more than 5% of the fund assets are invested may not exceed 40% of the fund assets. The provisions of sections 4 and 5 remain reserved.
4. The fund management company may invest a maximum of 20% of the fund assets in sight and time deposits with the same bank. Both the liquid assets pursuant to § 9 and the investments in bank deposits pursuant to § 8 shall be included in this limit.
5. The fund management company may invest a maximum of 5% of the fund assets in OTC transactions with the same counterparty. If the counterparty is a bank domiciled in Switzerland or in a member state of the European Union or in another state in which it is subject to supervision equivalent to that in Switzerland, this limit shall be increased to 10% of the fund assets.

If the receivables from OTC transactions are secured by collateral in the form of liquid assets in accordance with Art. 50 to 55 CISO-FINMA, these receivables are not taken into account when calculating the counterparty risk.
6. Investments, credit balances and claims pursuant to the above sections 3 to 5 of the same issuer or debtor may not exceed a total of 20% of the fund assets. The higher limits pursuant to sections 12 and 13 below remain reserved.
7. Investments in accordance with the above section 3 of the same group of companies may not exceed a total of 20% of the fund assets. The higher limits in accordance with sections 12 and 13 below remain reserved.

8. The fund management company may invest a maximum of 10% of the fund assets in units of the same target fund.
9. The fund management company may not acquire equity securities that account for more than 10% of the voting rights or that allow it to exercise a significant influence on the management of an issuer.
10. The fund management company may acquire for the fund assets a maximum of 10% each of the non-voting equity securities, debt securities and/or money market instruments of a single issuer and a maximum of 25% of the units in other collective investment schemes. These restrictions do not apply if the gross amount of the debt securities, money market instruments and/or units in other collective investment schemes cannot be calculated at the time of acquisition.
11. The restrictions in sections 9 and 10 above do not apply to securities and money market instruments issued or guaranteed by a state or a public-law entity from the OECD or by international organisations under public law to which Switzerland or a member state of the European Union belong.
12. The limit of 10% mentioned in para. 3 is raised to 35% if the securities or money market instruments are issued or guaranteed by an issuer or guarantor mentioned in the following section. The aforementioned securities or money market instruments shall not be taken into account when applying the limit of 40% in accordance with section 3. However, the individual limits of items 3 and 5 may not be cumulated with the present limit of 35%.
13. The limit of 10% mentioned in section 3 is raised to 100% if the securities or money market instruments are issued or guaranteed by an issuer or guarantor mentioned in the following section. In this case, the investment fund must hold securities or money market instruments from at least six different issues; a maximum of 30% of the fund assets may be invested in securities or money market instruments from the same issue. The aforementioned securities or money market instruments shall not be taken into account when applying the limit of 40% pursuant to para. 3.

The issuers or guarantors admitted above are: The Member States of the OECD.

IV Calculation of the Net Asset Value and Issue and Redemption of Units

§ 16 Calculation of the Net Asset Value

1. The net asset value of the investment fund and the share of the individual classes (quotas) shall be calculated at the market value at the end of the accounting year and for each day on which units are issued or redeemed in the respective reference currency of the unit class. On days on which the stock exchanges and/or the markets of the investment fund's main investments are closed (e.g. bank and stock exchange holidays), no valuation of the fund assets shall take place. However, the fund management company may also calculate the net asset value of a unit ("technical net asset value") on days on which no units are issued or redeemed. These technical net asset values may be published, but may only be used for performance calculations and statistics or for commission calculations, and in no case as a basis for subscription and redemption orders.

2. Investments listed on a stock exchange or traded on another regulated market open to the public shall be valued at the current prices paid on the principal market. Other investments or investments for which no current prices are available shall be valued at the price that would probably be obtained by diligent sale at the time of the valuation. In this case, the fund management shall apply appropriate valuation models and principles recognised in practice to determine the market value.
3. Open-ended collective investment schemes are valued at their redemption price or net asset value. If they are regularly traded on a stock exchange or on another regulated market open to the public, the fund management company may value them in accordance with para. 2.
4. The value of money market instruments which are not traded on a stock exchange or on another regulated market open to the public shall be determined as follows: The valuation price of such investments is successively adjusted to the redemption price, starting from the net acquisition price, while keeping the investment return calculated therefrom constant. In the event of significant changes in market conditions, the valuation basis of the individual investments is adjusted to the new market yield. In the absence of a current market price, the valuation is usually based on the valuation of money market instruments with the same characteristics (quality and domicile of the issuer, issue currency, maturity).
5. Bank balances are valued at their receivable amount plus accrued interest. In the event of significant changes in market conditions or creditworthiness, the valuation basis for time bank balances is adjusted to the new circumstances.
6. The net asset value of a unit of a class is calculated by dividing the share of the market value of the fund assets attributable to the unit class concerned, less any liabilities of the investment fund allocated to the unit class concerned, by the number of units of the corresponding class in circulation. It shall be rounded to 0.01 in the respective reference currency of the unit class.
7. The ratios of the market value of the net assets of the Fund (Fund assets less liabilities) attributable to the respective unit classes shall be determined for the first time at the time of the initial issue of several unit classes (if this takes place at the same time) or the initial issue of a further unit class on the basis of the amounts accruing to the Fund for each unit class. The ratio shall be recalculated on each of the following occasions:
 - a) on the issue and redemption of units;
 - b) on the record date for distributions where (i) such distributions are only payable on individual Share classes (Distribution Classes) or where (ii) the distributions of the different Share classes differ as a percentage of their respective Net Asset Values or where (iii) the distributions of the different Share classes are subject to different commission or expense charges as a percentage of the distribution;
 - c) in the net asset value calculation in the context of the allocation of liabilities (including costs and commissions due or accrued) to the different unit classes, if the liabilities of the different unit classes differ as a percentage of their respective net asset values, namely if (i) different commission rates are applied to the different unit classes or if (ii) class-specific cost charges are made;
 - d) in the net asset value calculation, in the context of the allocation of income or capital gains to the various unit classes, insofar as the income or capital gains arise from transactions that were only carried out in the interest of one unit class or in the interest of several unit classes, but not in proportion to their share of the net fund assets.

§ 17 Issue and Redemption of Shares

1. Subscription or redemption applications for units shall be accepted on the order day up to a specific time stated in the Prospectus. The price of the units applicable to the issue and redemption shall be determined at the earliest on the bank working day (valuation day) following the order day (forward pricing). The Prospectus shall regulate the details.
2. The issue and redemption price of the units shall be based on the net asset value per unit calculated on the valuation day on the basis of the closing prices of the previous day in accordance with § 16. When units are issued, the incidental costs (namely customary brokerage fees, commissions, taxes and duties) incurred by the investment fund on average from the investment of the amount paid in shall be added to the net asset value. On redemption, the incidental costs incurred by the investment fund on average from the sale of a portion of the investments corresponding to the redeemed unit shall be deducted from the net asset value. The rate applied in each case is shown in the Prospectus. In addition, when units are issued and redeemed at the net asset value, an issue commission in accordance with § 18 may be added or a redemption commission in accordance with § 18 may be deducted from the net asset value.
3. The Fund Management may stop the issue of units at any time and reject applications for subscription or conversion of units.
4. In the interest of all investors, the fund management company may temporarily and exceptionally postpone the redemption of units if:
 - a) a market which forms the basis for the valuation of a substantial portion of the Fund's assets is closed or if trading on such a market is restricted or suspended;
 - b) there is a political, economic, military, monetary or other emergency;
 - c) transactions become impracticable for the Investment Fund due to restrictions on foreign exchange transactions or restrictions on other transfers of assets;
 - d) numerous units are cancelled and the interests of the remaining investors can be significantly impaired as a result.
5. The fund management company shall immediately notify the decision on the deferral to the audit company, the supervisory authority and, in an appropriate manner, to the investors.
6. No units shall be issued as long as the redemption of units is postponed for the reasons set out in Clause 4 lit. a) to c).
7. Each investor may request that, in the event of a subscription, investments be made in the Fund's assets instead of a cash payment ("contribution in kind") or that, in the event of a termination, investments be transferred to him instead of a cash payment ("redemption in kind"). The application must be made together with the subscription or termination. The fund management company is not obliged to allow contributions in kind or redemptions in kind.

The fund management company alone decides on contributions in kind or expenditures in kind and only approves such transactions if the execution of the transactions is fully in line with the investment policy of the investment fund and the interests of the other investors are not impaired thereby.

The costs incurred in connection with a contribution in kind or a contribution in kind may not be charged to the fund assets.

In the case of contributions in kind or contributions in kind, the fund management company shall prepare a report containing information on the individual investments transferred, the market value of these investments on the reference date of the transfer, the number of units issued or redeemed as consideration and any fractional compensation in cash. The custodian bank shall verify compliance with the fiduciary duty by the fund management company and the valuation of the transferred investments and the units issued or redeemed, in relation to the relevant reporting date, for each contribution in kind or contribution in kind. The custodian bank shall immediately report any reservations or objections to the auditing company.

Contributions in kind and contributions in kind transactions shall be disclosed in the annual report.

8. In exceptional circumstances, such as a significant decline in market liquidity or suspended trading of portfolio positions, the fund management reserves the right, in the interest of the investors remaining in the investment fund, to reduce all redemption applications (gating) on days on which the total net amount of redemptions exceeds 10% of the fund assets. In these circumstances, the Fund Management may decide to reduce all redemption requests proportionally and in the same ratio at its own discretion. The remaining part of the redemption orders shall be deemed to have been received for the next valuation day and shall be settled on the terms applicable on that day. There is therefore no preferential treatment of deferred redemption requests.

The fund management company shall immediately inform the audit company, the supervisory authority and, in an appropriate manner, the investors of the decision on the application and the cancellation of the gating.

V Remuneration and incidental expenses

§ 18 Remuneration and ancillary costs at the expense of the investors

1. When units are issued, the investor may be charged an issuing commission in favour of the Fund Management Company and/or distributors in Switzerland and abroad totalling a maximum of 3% of the net asset value. The currently applicable maximum rate can be found in the Prospectus.
2. When units are redeemed, the investor may be charged a redemption commission of a maximum of 1% of the net asset value for the benefit of the fund assets. The currently applicable maximum rate can be found in the prospectus.
3. When issuing and redeeming units, the fund management company shall also levy for the benefit of the fund assets the incidental costs incurred by the investment fund on average from the investment of the amount paid in or from the sale of a portion of the investments corresponding to the unit redeemed (cf. § 17 Clause 2). The rate applied in each case is shown in the prospectus.

§ 19 Remuneration and ancillary costs charged to the fund assets

1. For the management, asset management and distribution activities relating to the investment fund, the fund management company shall charge the investment fund a management commission of a maximum of 2.5% per annum of the net asset value of the investment fund, which shall be debited pro rata temporis to the fund assets each time the net asset value is calculated and paid out at the end of each month ("management commission" incl. distribution commission). The fund management company and its agents may pay retrocessions to cover the distribution and brokerage activities of the investment fund. The fund management company and its agents may pay rebates directly to investors for the purpose of reducing the fee or costs charged to the investment fund. The fund management company shall disclose in the prospectus whether and under what conditions rebates are granted.

The following management commissions shall be charged to the individual unit classes as a maximum:

Table of management commission per unit class:

| Share class: | Administrative Commission: |
|--|----------------------------|
| F1 (CHF) F1(EUR) | maximum 1.5%% p.a.* |
| A1 (CHF) A2 (CHF), A1 (EUR), A2 (EUR) | maximum 1.7 % p.a.** |
| I1 (CHF), I2 (CHF), I1 (EUR), I2 (EUR) | maximum 1.3 % p.a. |
| E1 (CHF), E2 (CHF), E1 (EUR), E2 (EUR) | maximum 2.1 % p.a. |
| V 1 (CHF), V2 (CHF), V1 (EUR) and V2 (EUR) | maximum 0.7% p.a. |

* at the launch of the Fund, the maximum management fee is 1.5% p.a. If the Fund does not achieve the net return of 7% p.a. in a full financial year, the maximum management fee for the following financial year is reduced to a maximum of 1.34% p.a.

** When the fund is launched, the maximum management fee is 1.7% p.a. If the fund does not achieve the net return of 7% p.a. in a full financial year, the maximum management fee for the following financial year is reduced to a maximum of 1.50% p.a.

The fees actually charged are shown in the annual and semi-annual reports.

The actual rate of the management fee charged for each unit class is shown in the annual report or semi-annual report .

2. For the safekeeping of the fund assets, the handling of the payment transactions of the investment fund and the other tasks of the custodian bank listed in § 4, the custodian bank shall charge the investment fund a commission of a maximum of 0.60% of the net asset value of the investment fund per annum, which shall be charged pro rata temporis to the fund assets with each calculation of the net asset value and paid out at the end of each month ("custodian bank commission"). Settlement fees in connection with delivery transactions/settlements may be charged directly to the fund assets. The fees actually charged can be seen in the annual and semi-annual reports.

3. The fund management company and custodian bank are also entitled to reimbursement of the following expenses incurred by them in the execution of the fund contract:
 - a) Costs for the purchase and sale of investments, namely customary brokerage fees, commissions, taxes and duties as well as costs for the review and maintenance of quality standards for physical investments;
 - b) Duties of the supervisory authority for the establishment, amendment, liquidation, merger or association of the investment fund;
 - c) Annual fee of the supervisory authority;
 - d) Fees of the auditing company for the annual audit as well as for certifications in the context of foundations, changes, liquidation, mergers or associations of the investment fund;
 - e) Fees for legal and tax advisors in connection with the formation, amendment, liquidation, merger or association of the investment fund and the general representation of the interests of the investment fund and its investors;
 - f) Costs for the publication of the net asset value of the investment fund as well as all costs for notifications to investors, including translation costs, which are not attributable to any misconduct on the part of the fund management company;
 - g) Costs for printing legal documents and annual and semi-annual reports of the investment fund;
 - h) Costs for any registration of the investment fund with a foreign supervisory authority, namely commissions charged by the foreign supervisory authority, translation costs and the compensation of the representative or paying agent abroad;
 - i) Costs in connection with the exercise of voting rights or creditors' rights by the investment fund, including the fee costs for external advisors;
 - j) Costs and fees in connection with intellectual property registered in the name of the Fund or with rights of use of the Fund;
 - k) all costs incurred by the fund management company, the asset manager of collective investment schemes or the custodian bank as a result of taking extraordinary steps to protect the investors' interests.
4. The costs in accordance with point 3(a) are added directly to the cost value or deducted from the sales value of the assets concerned.
5. In accordance with the provisions in the prospectus, the fund management company and its agents may pay retrocessions to compensate for the distribution of fund units and discounts to reduce the fees and costs charged to the fund that are attributable to the investor.
6. The management commission of the target funds in which investments are made may not exceed 3.00% p.a., taking into account any reimbursements. The maximum rate of the management commissions of the target funds in which investments are made, taking into account any reimbursements, shall be stated in the annual report.
7. If the fund management company acquires units of other collective investment schemes that are managed directly or indirectly by itself or by a company with which it is affiliated through joint management or control or through a substantial direct or indirect holding ("affiliated target funds"), it may not charge any issue and redemption commissions of the affiliated target funds to the investment fund.

A Accountability and audit

§ 20 Accountability

1. The unit of account of the investment fund is the Swiss franc (CHF).
2. The financial year runs from 1 January to 31 December. The first financial year ends on 31 December 2023.
3. Within four months of the close of the accounting year, the fund management company shall publish a revised annual report of the investment fund.
4. Within two months of the end of the first half of the accounting year, the fund management company shall publish a semi-annual report.
5. The investor's right to information pursuant to § 5 number 4 remains reserved.

§ 21 Exam

The audit firm shall examine whether the fund management company and the custodian bank have complied with the legal and contractual provisions as well as any applicable rules of professional conduct of the Asset Management Association Switzerland AMAS. A brief report by the auditors on the published annual financial statements appears in the annual report.

B Use of the success

§ 22 Distribution / Accumulation

1. The net income of the investment fund shall be distributed to the investors annually for the distributing unit classes no later than within four months after the end of the accounting year in the respective unit of account of the unit class.

The fund management company may additionally make interim distributions from the income.

Up to 30% of the net income of a distributing unit class may be carried forward to new account. A distribution may be waived and the entire net income may be carried forward if

- the net income of the current financial year and the income carried forward from previous financial years of the collective investment scheme or a unit trust is less than 1% of the net asset value of the collective investment scheme or unit trust, and
 - the net income for the current financial year and the income carried forward from previous financial years of the collective investment scheme or a unit class is less than one unit of the unit of account of the collective investment scheme or unit class.
2. The net income of the investment fund shall be added to the fund assets for reinvestment annually for the accumulating unit classes within four months of the end of the accounting year at the latest. The fund management may also decide on interim reinvestments of the income. Any taxes and duties levied on the reinvestment shall remain reserved.
 3. Realised capital gains from the sale of property and rights may be distributed by the fund management company or retained for reinvestment.

4. The unit classes with the additional designations 1 are set up as accumulating unit classes.
5. Those unit classes with the additional designations 2 are set up as distributing unit classes.

C Publications of the investment fund

§ 23 Publications

1. The publication medium of the investment fund shall be the print or electronic medium specified in the prospectus. The change of a publication medium must be indicated in the publication medium.
2. In particular, summaries of material amendments to the fund contract shall be published in the organ of publication, with reference to the offices from which the text of the amendments can be obtained free of charge, the change of fund management company and/or custodian bank, the creation, cancellation or merger of unit classes and the dissolution of the investment fund. Amendments that are required by law, that do not affect the rights of investors or that are of an exclusively formal nature may be exempted from the obligation to publish with the consent of the supervisory authority.
3. The fund management company shall publish the issue and redemption prices or the net asset value for the investment fund with the note "excluding commissions" for all unit classes for each issue and redemption of units in the publication media of the investment fund specified in the prospectus. The prices shall be published at least twice a month. The weeks and days of the week on which publication takes place shall be specified in the Prospectus.
4. The prospectus with integrated fund contract, the basic information sheet and the respective annual and semi-annual reports can be obtained free of charge from the fund management company, the custodian bank and all distributors.

VI Restructuring and dissolution

§ 24 Association

1. With the consent of the custodian bank, the fund management company may merge investment funds by transferring the assets and liabilities of the investment fund(s) to be transferred to the acquiring investment fund at the time of the merger. The investors of the transferring investment fund shall receive units in the acquiring investment fund in the corresponding amount. At the time of the merger, the transferring investment fund shall be dissolved without liquidation and the fund contract of the acquiring investment fund shall also apply to the transferring investment fund.
2. Investment funds may only be merged provided that:
 - a) the relevant fund contracts provide for this;
 - b) they are managed by the same fund management company;
 - c) the corresponding fund contracts are in principle in agreement with regard to the following provisions :
 - the investment policy, the investment techniques, the risk distribution and the risks associated with the investment;

- the use of net income and capital gains from the disposal of property and rights;
 - the type, amount and calculation of all remunerations, the issue and redemption commissions as well as the ancillary costs for the purchase and sale of investments (brokerage fees, charges, levies) which may be charged to the fund assets or the investors;
 - the redemption conditions;
 - the term of the contract and the conditions for termination.
- d) on the same day, the assets of the participating investment funds are valued, the exchange ratio is calculated and the assets and liabilities are assumed;
- e) neither the investment fund nor the investors incur any costs as a result. The provisions pursuant to § 19 fig. 3 letters b, d and e remain reserved.
3. If the association is expected to take more than one day, the supervisory authority may grant a temporary deferral of the redemption of the units of the participating investment funds.
 4. The fund management company shall submit the intended amendments to the fund contract and the intended merger together with the merger plan to the supervisory authority for review at least one month before the planned publication. The merger plan shall contain detailed information on the reasons for the merger, on the investment policy of the investment funds involved and any differences between the acquiring and the transferring investment fund, on the calculation of the exchange ratio, on any differences in the remuneration, on any tax consequences for the investment funds, as well as the opinion of the audit company under collective investment law pursuant to CISA.
 5. The fund management company shall publish intended amendments to the fund contract in accordance with § 23 number 2 as well as the intended merger and its date together with the merger plan in the organ of publication of the participating investment funds at least two months before the effective date determined by it. In doing so, it shall inform the investors that they may raise objections to the intended amendments to the fund contract with the supervisory authority within 30 days of the publication or demand the repayment of their units in cash.
 6. The auditing company directly verifies the proper implementation of the association and comments on this in a report for the attention of the fund management company and the supervisory authority.
 7. The fund management company shall notify the supervisory authority of the completion of the merger and shall publish the completion of the merger, the auditor's confirmation of proper implementation and the exchange ratio without delay in the organ of publication of the investment funds involved.
 8. The fund management company shall mention the merger in the next annual report of the acquiring investment fund and in any semi-annual report to be prepared beforehand. An audited final report shall be prepared for the transferring investment fund if the merger does not fall on the ordinary annual statement.

§ 25 Duration of the investment fund and dissolution

1. The investment fund exists for an indefinite period.
2. Both the fund management company and the custodian bank may bring about the dissolution of the investment fund by terminating the fund contract without notice.

3. The investment fund may be dissolved by order of the supervisory authority, in particular if it does not have net assets of at least 5 million Swiss francs (or equivalent) at the latest one year after expiry of the subscription period (launch) or a longer period extended by the supervisory authority at the request of the custodian bank and the fund management company.
4. The fund management company shall immediately notify the supervisory authority of the dissolution and publish it in the organ of publication.
5. After the fund contract has been terminated, the fund management may liquidate the investment fund without delay. If the supervisory authority has ordered the dissolution of the investment fund, it must be liquidated immediately. The payment of the liquidation proceeds to the investors is entrusted to the custodian bank. If the liquidation takes a longer period of time, the proceeds may be paid out in instalments. Before making the final payment, the fund management company must obtain the approval of the supervisory authority.

VII Amendment of the fund contract

§ 26 Amendments to the fund contract

If the present fund contract is to be amended or if there is an intention to merge unit classes or to change the fund management company or the custodian bank, investors have the opportunity to raise objections with FINMA within 30 days of publication. In the publication, the fund management company shall inform investors of the changes to the fund contract to which FINMA's review and determination of compliance with the law applies. In the event of a change to the fund contract (including the merging of unit classes), investors may also request payment of their units in cash, subject to the contractual deadline. This is without prejudice to cases pursuant to § 23 number 2, which are exempt from the publication obligation with the consent of FINMA.

VIII Applicable law and place of jurisdiction

§ 27 Applicable law and place of jurisdiction

1. The investment fund is subject to Swiss law, in particular the Federal Act on Collective Investment Schemes of 23 June 2006, the Ordinance on Collective Investment Schemes of 22 November 2006 and the FINMA Ordinance on Collective Investment Schemes of 27 August 2014. The place of jurisdiction is the registered office of the fund management company.
2. The German version shall be authoritative for the interpretation of the fund contract.
3. This Fund Agreement shall enter into force on 1 October 2022 and shall replace the Fund Agreement dated 17 August 2022.
4. When approving the fund contract, FINMA examines all the provisions of the fund contract and determines whether they comply with the law.

The fund management company: PVB Pernet
von Ballmoos AG Zurich,

The Custodian Bank: BNP Paribas, Paris, Succursale de Zurich Zurich,