



LGT (LUX) III

DATED MAY 2023

Société d'Investissement à Capital Variable
Luxembourg

Prospectus
relating to shares in
LGT (Lux) III

Subject to Part II of the law of 17 December 2010

LGT (Lux) III (the “**Company**”) invests in a portfolio of traditional and/or alternative assets. An investment in the Company carries substantial risks. There can be no assurance that the Company’s investment objective will be achieved and investment results may vary substantially over time. Investors incur the risk to lose all or part of their investment in the Company. An investment in the Company is not intended to be a complete investment program for any investor. Prospective investors should carefully consider whether an investment in the Company’s shares is suitable for them in the light of their own circumstances and financial resources (see section 4 “General Risk Factors” below).

The Company is a *société anonyme* incorporated under the laws of the Grand Duchy of Luxembourg as a *société d'investissement à capital variable*. The Company is authorised under Part II of the **2010 Law** and qualifies as an alternative investment fund according to Directive 2011/61/EU (“**AIF**”).

The Company has been authorised by the Luxembourg financial regulator, the CSSF. However, such authorisation does not require the CSSF to approve or disapprove either the adequacy or accuracy of this Prospectus or the portfolio securities held by the Company. Any representation to the contrary is unauthorised and unlawful.

The Shares are offered on the basis of the information and representations contained in this Prospectus or the documents specified herein and no other information or representation relating thereto is authorised. Neither the delivery of this Prospectus nor the offer, issue or sale of Shares in the Company shall under any circumstances constitute a representation that the information given in this Prospectus is correct as at any time subsequent to the date hereof.

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

The Company constitutes one sole legal entity. With regard to third parties, in particular towards the Company's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it. The Company shall maintain for each Sub-Fund a separate portfolio of assets. As between shareholders, each portfolio of assets shall be invested for the exclusive benefit of the relevant Sub-Fund and for the purpose of the relations as between shareholders, each Sub-Fund will be deemed to be a separate entity. The assets of a Sub-Fund are only applicable to the debts, engagements and obligations of that Sub-Fund.

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

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

Selling Restrictions

Hong Kong

WARNING: The contents of this Prospectus have not been reviewed by any regulatory authority in Hong Kong. Investors are advised to exercise caution in relation to the offer. If an investor is in any doubt about any of the contents of this document, the investor should obtain independent professional advice.

The Shares have not been offered or sold, and will not be offered or sold in Hong Kong, by means of any document, other than (i) to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or (ii) in circumstances which do not constitute an offer to the public as defined in the Companies Ordinance (Cap. 32) of Hong Kong (the “**CO**”), or (iii) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”) and any rules made under the SFO, or (iv) in other circumstances which do not result in the document being a “prospectus” as defined in the CO.

Japan

The Shares have not been and will not be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (“**FIEL**”), by virtue of the fact that the Shares are being offered in accordance with Article 2, Paragraph 3, Item 2(c) of the FIEL. Accordingly, no Shares may be offered or sold, directly or indirectly, in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable law, regulations and ministerial guideline of Japan. Specifically, the Shares are being offered in Japan pursuant to the Small Number Private Placement Exemption from the registration requirements (as set forth in Article 2, Paragraph 3, Item 2(c) of the FIEL). Accordingly, no solicitation of orders for subscription for the Shares or offer for sale of the Shares may be made to 50 or more persons in Japan. Provided, however, that Qualified Institutional Investors (as defined in Article 10 of the Cabinet Ordinance concerning definitions under Article 2 of the FIEL) shall not be counted for purposes of calculating such 50 persons, on the condition that all of the requirements (as set forth in Article 1-4, Item 1 or Article 1-7-4, Item 1 of the enforcement order of the FIEL) are satisfied.

Liechtenstein

The Shares have not been registered with the Liechtenstein Financial Markets Authority (“**FMA**”). Therefore the Shares may currently not be publicly distributed or advertised in Liechtenstein. Until such FMA registration is obtained by the Company, the shares will only be distributed in Liechtenstein to the extent no registration is required and / or as permitted by Liechtenstein law.

Singapore

The offer or invitation of the Shares, which is the subject of this Prospectus does not relate to a collective investment scheme which is authorised under Section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”) or recognised under Section 287 of the SFA. The Company is not authorised or recognised by the Monetary Authority of Singapore (the “**MAS**”) and the Shares are not allowed to be offered to the retail public. This Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should consider carefully whether the investment is suitable for you.

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Shares may not be circulated or distributed, nor may Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 304 of the SFA, (ii) to a relevant person pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Shares are subscribed or purchased under Section 305 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Shares pursuant to an offer made under Section 305 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law; or

(4) as specified in Section 305A(5) of the SFA.

Switzerland

The Company is open-ended and is authorised as an undertaking for collective investment according to Part II of the Luxembourg law of 17 December 2010. No action has been taken or application made, in the sense of Article 120 of the CISA, to the Swiss Financial Market Supervisory Authority (“FINMA”) under the Swiss Collective Investment Scheme Act (“CISA”) for the authorization of the distribution of the Shares in or from Switzerland. Accordingly, the Shares are not registered with the FINMA under the CISA and the FINMA has not authorized the distribution of the Shares nor can it be expected that the FINMA would do so if an application were lodged with it. As a result, an investor in the Company does not have the benefit of the specific investor protection and/or supervision by the FINMA afforded under the CISA.

No person or entity must engage in any distribution activities with respect to the Company and/or the Shares in or from Switzerland to any non-qualified investors according to the CISA. No person or entity is authorized to distribute, offer or sell the Shares in or from Switzerland, and to make available this Prospectus and any other prospectus or sales and marketing material, to investors other than the qualified investors listed in article 3 of the CISA, except for persons or entities who are admitted by the FINMA as a distributor of collective investment schemes who may distribute the Shares, and make available this Prospectus, to any qualified investors as defined by the CISA (i.e. not restricted to qualified investors listed in article 3 of the CISA).

United Kingdom

The Shares of the Company shall be widely available. The Board of Directors confirms that the intended categories of investors are not “restricted” for the purposes of the Offshore Fund (Tax) Regulations 2009. Shares shall be marketed and made available sufficiently widely to reach the intended categories of investors, and in a manner appropriate to attract those categories of investors and in compliance with the rules and regulations applicable to the distribution of the Company's shares in the United Kingdom.

United States of America

The Company has not been and will not be registered under the United States Investment Company Act of 1940 as amended (the “Investment Company Act”). The Shares have not been and will not be registered under the United States Securities Act of 1933 as amended (the “US Securities Act”) or under the securities laws of any state of the United States of America and such shares may be offered, sold or otherwise transferred only in compliance with the 1933 Act and such state or other securities laws. The Shares may not be offered or sold within the United States or to or for the account of any U.S. Person as defined in Rule 902 of Regulation S under the US Securities Act.

Rule 902 of Regulation S under the US Securities Act defines U.S. Person to include inter alia any natural person resident of the United States and with regards to Investors other than individuals, (i) a corporation or partnership organised or incorporated under the laws of the US or any state thereof; (ii) a trust (a) of which any trustee is a U.S. Person except if such trustee is a professional fiduciary and a co-trustee who is not a U.S.

Person has sole or shared investment discretion with regard to trust assets and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. Person or (b) where a US court is able to exercise primary jurisdiction over the trust and one or more US fiduciaries have the authority to control all substantial decisions of the trust, (iii) an estate for which any U.S. Person is executor or administrator, unless an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with regard to the assets of the estate, and the estate is governed by foreign law and (iv) a partnership or corporation organised or incorporated under the laws of any non-US jurisdiction and formed by a U.S. Person principally for the purpose of investing in securities not registered under the US Securities Act, unless it is formed and owned by 'accredited investors' (as defined in Rule 501(a) under the US Securities Act of 1933) who are not natural persons, estates or trusts.

Any investor in any doubt as to its status should consult its financial or other professional adviser.

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

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1 INFORMATION ON THE COMPANY

1.1 Principal Agents

(a) Company

The Company was incorporated under the name of LGT (Lux) III, on 5 July 2013, as a société anonyme qualifying as a société d'investissement à capital variable, under Part II of the 2010 Law.

The registered office of the Company is at 5 rue Jean Monnet, L-2180 Luxembourg, Luxembourg.

(b) Initiator

LGT Capital Partners AG
Schützenstrasse 6
CH-8808 Pfäffikon
Switzerland

(c) Board of Directors of the Company

Chairman:

Roger Gauch
Chief Executive Officer
LGT Capital Partners (FL) Ltd.
Herrengasse 12
FL-9490 Vaduz
Liechtenstein

Directors:

Brigitte Arnold
Head Tax/Products
LGT Financial Services AG
Herrengasse 12
FL-9490 Vaduz
Liechtenstein

André Schmit
28, rue Lehberg
L-9124 Schieren
Luxembourg

(d) Alternative Investment Fund Manager

The AIFM, LGT Capital Partners (Ireland) Limited, was incorporated in Ireland on 28 January 2005 under registration number 396995 as a limited liability company with an authorised share capital of EUR 1,000,000 divided into 1,000,000 shares of EUR 1.00 each and is beneficially owned by LGT Group Foundation. The issued share capital of the AIFM is EUR 200,000. Its registered office is Third Floor, 30 Herbert Street, Dublin 2, Ireland.

LGT Capital Partners (Ireland) Limited is authorised and regulated by the Central Bank as AIFM according to the AIFMD and AIFMD Regulations for an unlimited period subject to its compliance with the Central Bank's requirements.

- (e) Investment Manager
LGT ILS Partners Ltd.
Schützenstrasse 6
CH-8808 Pfäffikon
Switzerland
- (f) Depositary
Credit Suisse (Luxembourg) S.A.
5 rue Jean Monnet
L-2180 Luxembourg
Luxembourg
- (g) Administrator
Credit Suisse Fund Services (Luxembourg) S.A.
5 rue Jean Monnet
L-2180 Luxembourg
Luxembourg
- (h) Auditor
PricewaterhouseCoopers Société Coopérative
2, rue Gerhard Mercator
L-1014 Luxembourg
Luxembourg

1.2 Summary and Defined Terms

2010 Law	Luxembourg law of 17 December 2010 relating to undertakings for collective investment (as amended).
2013 Law	Luxembourg law of 12 July 2013 on alternative investment fund managers (as amended).
2018 Law	Luxembourg law of 17 April 2018 regarding packaged retail and insurance-based investment products (PRIIPs) and the implementation of Regulation (EU) No 1286/2014.
AIFM	Alternative investment fund manager, within the meaning as defined in the 2013 Law and the AIFMD, being LGT Capital Partners (Ireland) Limited or any successor alternative investment fund manager appointed by the Company.
AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers as supplemented by the European Commission's Delegated Regulation (EU) No. 231/2013 of 19 December, 2012.
AIFMD Regulations	The Irish European Communities (Alternative Investment Fund Managers Directive) Regulations (SI No.257 of 2013).
Articles of Incorporation	The articles of incorporation of the Company, as may be amended from time to time.
Business Day	Any day on which banks in both Luxembourg (Grand Duchy of Luxembourg) and Switzerland are open for business.
Calculation Day	See information in the Annex for the relevant Sub-Fund.
Category	Pursuant to the Articles of Incorporation, the Board of Directors may decide to issue, within each Sub-Fund, separate categories of shares whose assets will be commonly invested but where a specific sales or

	redemption charge structure, fee structure, hedging, currency, Minimum Initial Subscription Amount or dividend policy may be applied. If different Categories are issued within a Sub-Fund, the details of each Category are described in the Annex for the relevant Sub-Fund.
Central Bank	The Central Bank of Ireland or any successor regulatory authority with responsibility for the authorisation of the AIFM
CHF	All references to “CHF” in this Prospectus are to the Swiss Franc.
CRS	The Common Reporting Standard for Automatic Exchange of financial account information in tax matters as set out in the CRS Law.
CRS Law	The amended Luxembourg Law dated 18 December 2015 on the Common Reporting Standard (“CRS”) implementing Council Directive 2014/107/EU of 9 December 2014 as regards mandatory exchange of information in the field of taxation and setting forth to the OECD’s multilateral competent authority agreement on automatic exchange of financial account information signed on 289 October 2014 in Berlin, with effect as of 1 January 2016.
Dividends	Unless otherwise stated in the Annex for the relevant Sub-Fund and in the section 7 “Use of Income”, the Board of Directors has the option, in any given accounting year, to propose to the shareholders of any Sub-Fund or Category the payment of a dividend out of all or part of that Sub-Fund’s or Category’s net income or realised capital gains, if the Board of Directors deems it appropriate to make such proposal.
EUR	All references to “EUR” in this Prospectus are to the Euro.
ESMA	The European Securities and Markets Authority.
FATCA	All references to “FATCA” in this Prospectus are to the provisions of the Hiring Incentives to Restore Employment (HIRE) Act of 18 March 2010 commonly referred to as the Foreign Account Tax Compliance Act (FATCA).
FATCA Law	The amended Luxembourg law dated 24 July 2015 implementing the Model 1 Intergovernmental Agreement between the Government of the Grand Duchy of Luxembourg and the Government of the United States of America to Improve International Tax Compliance and with respect to the United States information reporting provisions commonly known as the Foreign Account Tax Compliance Act (FATCA).
Financial Year	The financial year of the Company starts on 1 October and ends on 30 September.
GBP	All references to “GBP” in this Prospectus are to the British Pound.
Institutional Investor	Investor which qualifies as an institutional investor within the meaning of the legal framework and common practice of the Luxembourg fund regulator, CSSF.
JPY	All references to “JPY” in this Prospectus are to the Japanese Yen.
Listing	The Shares of the Sub-Funds are currently not listed on an exchange. The AIFM may decide to apply for a listing of a Sub-Fund on such exchange as deemed appropriate. A listing would result in certain costs being charged to such Sub-Fund (such as listing fees charged by the exchange, service fees charged by listing agents and fees for trading platforms, e.g. Clearstream or Euroclear).

Minimum Initial Subscription Amount	The minimum initial subscription amount for Shares of a Sub-Fund or Category are described in the Annex for the relevant Sub-Fund.
Net Asset Value or NAV	The total assets minus liabilities and accrued expenses valued as described in more detail in section 9 “Valuation of the Shares”.
Principal Agents	Service providers and other counterparties fulfilling a significant role with regards to the Company as listed in section 1.1.
Prospectus	This prospectus, as amended from time to time.
Redemption Day	See information in the Annex for the relevant Sub-Fund.
Redemption Fee	No Redemption Fees will be charged unless explicitly stated in the Annex of the relevant Sub-Fund.
Redemption Price	The Redemption Price is based on the Net Asset Value per Share, which is adjusted as stated in the section 9 “Valuation of the Shares”.
Retail Investor	Investor which is not a professional investor or an eligible counterparty as defined by Directive 2014/65/EU
SFDR	means the Sustainable Finance Disclosure Regulation (Regulation EU/2019/2088) as amended and as may be further amended from time to time.
Shares	Shares generally issued by the Company for the Categories of each Sub-Fund.
Subscription Day	See information in the Annex for the relevant Sub-Fund.
Subscription Fee	A sales commission not exceeding 5% of the Subscription Price may be added in favour of financial intermediaries and other persons who assist in the placement of Shares.
Subscription Price	The Subscription Price is based on the Net Asset Value per Share, which is adjusted as stated in the section 9 “Valuation of the Shares”.
Taxonomy Regulation	means the Regulation on the Establishment of a Framework to Facilitate Sustainable Investment (Regulation EU/2020/852) as may be amended from time to time.
Term	The Company has been launched for an indefinite period. The Sub-Funds of the Company may be launched for an indefinite or definite period of time. If the latter, the Sub-Fund will be closed-ended.
UCI	Undertakings for Collective Investments, i.e. the underlying funds.
United States	The United States of America (including the States and the District of Columbia), its territories, its possessions and any other areas subject to its jurisdiction.
USD	The US Dollar, legal tender of the United States.
Valuation Day	See information in the Annex for the relevant Sub-Fund.

2 THE COMPANY

The Company was incorporated under the name LGT (Lux) III, on 05 July 2013, as a *société anonyme* qualifying as a *société d'investissement à capital variable*, under Part II of the 2010 Law.

The Articles of Incorporation were initially published in the *Mémorial* on 24 July 2013 and were amended on 2 June 2014. The Company has been registered with the *Registre de Commerce et des Sociétés*, Luxembourg under the number B.178.747.

The Company is an umbrella fund and as such provides investors with the choice of investments in a range of several separate Sub-Funds, each of which relates to a separate portfolio of assets permitted by law with specific investment objectives as described in the relevant annex.

The Company was created for an unlimited duration.

Each Share grants the right to one vote at every general meeting of shareholders. Fractional Shares shall not be entitled to vote, except to the extent their number is so that they represent a whole Share.

The capital of the Company shall at all times be equal to the total Net Asset Value of the Company.

The Company was incorporated with a subscribed share capital of EUR 31,000 divided into fully paid-up shares.

The minimum subscribed capital of the Company, as prescribed by the 2010 Law, is EUR 1,250,000 (the “**Minimum Capital**”). This minimum must be reached within a period of six months following the authorisation by the Luxembourg supervisory authority (CSSF) of the Company as a SICAV under Part II of the 2010 Law.

The Company’s accounts will be presented in USD. The accounts of the different Sub-Funds stated in currencies other than the USD will be converted into USD and added together for accounting purposes.

The Company qualifies as an alternative investment fund within the meaning of the law of 12 July 2013 on Alternative Investment Fund Managers, which transposed Directive 2011/61/EU on Alternative Investment Fund Managers into Luxembourg law.

The Board of Directors, in close cooperation with the AIFM, may from time to time amend this Prospectus to reflect various changes it deems necessary and in the best interest of the Company (such as implementing changes to laws and regulations, adjustments of the Company’s investment strategy or change of fees and costs charged to the Company). Any amendment of this Prospectus will require approval by the CSSF prior to taking effect. Shareholders will be informed about any material changes in line with Luxembourg laws, regulations and the CSSF’s administrative practice. Such rules currently foresee that, in particular, where any change may have a material impact on shareholders the latter must be provided with a notice at least one month before such change takes effect to enable them to redeem their Shares free of charge.

The Company offers investors, within the same investment vehicle, a choice between several sub-funds (the “**Sub-Funds**”) or Categories, which are managed separately and which are distinguished mainly by their specific investment policy, by the currency in which they are denominated and/or by their duration. The specifications of each Sub-Fund are described in the relevant Annex of this Prospectus. The Board of Directors of the Company may, at any time, decide to create further Sub-Funds or Categories within such Sub-Funds and in such case, the relevant Annex will be updated. The assets of a Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund.

The AIFM may arrange for Shares in the Sub-Funds to be marketed to prospective investors in such countries as it deems appropriate either by itself or through intermediaries. This includes in particular the marketing of Shares in accordance with chapter VI of the AIFMD.

At the date of this Prospectus, there is one Sub-Fund launched under the denomination of LGT (Lux) III – ILS Plus Fund.

3 INVESTMENT RESTRICTIONS

The Board of Directors has resolved that:

- (a) Restrictions regarding investments in open-ended target UCI:
- i. A Sub-Fund may not invest more than 20% of its net assets in securities issued by the same target UCI. For the purpose of this limit, each sub-fund of a target UCI with multiple sub-funds is to be considered as a distinct target UCI provided that the principle of segregation of assets of the different sub-funds towards third parties is ensured.
 - ii. A Sub-Fund may hold more than 50% of the total units or shares issued by an umbrella target UCI (aggregating all shares or units of all sub-funds of the target UCI for the purpose of its total units or shares), provided that the investment of the Sub-Fund in the legal entity constituting the target UCI, and thus combining the investments by the Sub-Fund of all investments in different sub-funds of the target UCI, represents less than 50% of the Sub-Fund's net assets. In addition, this restriction also applies at the level of the Company.
 - iii. The restrictions above under i. and ii. are not applicable to the acquisition of securities of target UCI if such target UCI is subject to risk diversification requirements comparable to those applicable to UCI which are subject to Part II of the 2010 Law and if such target UCI are subject in their home country to a permanent supervision by a supervisory authority set up by law in order to ensure the protection of investors. This derogation may not result in an excessive concentration of the investments of the Sub-Fund in one single target UCI provided that for the purpose of this limitation, each sub-fund of a target umbrella UCI with multiple sub-funds is to be considered as a distinct target UCI if the principle of segregation of the commitments of the different sub-funds towards third parties is ensured.
 - iv. The Sub-Fund may not invest in UCI investing themselves in a diversified portfolio of other UCI ('Funds of Funds'). Some umbrella UCI with multiple sub-funds might invest the assets attributable to each compartment/share class into separate wholly-owned companies for ring fencing purposes. Such umbrella UCI with multiple sub-funds shall not be considered as Funds of Funds.
- (b) Investments in securities issued by closed-ended UCI are treated in the same way as other investments in transferable securities and are therefore subject to the general rules applicable to investments in transferable securities.
- (c) A Sub-Fund may not:
- i. invest more than 10% of its net assets in transferable securities which are not listed on a stock exchange or dealt in on a regulated market which operates regularly, is recognised and open to the public ("**Regulated Market**"),
 - ii. acquire more than 10% of securities of the same kind issued by the same issuer; and
 - iii. invest more than 20% of its total net assets in securities of the same type issued by the same issuer.

The restrictions i. to iii. above are not applicable to securities issued or guaranteed by a member state of the OECD or their local authorities or public international bodies with EU, regional or worldwide scope. Furthermore, these restrictions are not applicable to securities issued by an open-ended UCI. The restrictions set out in section (a) above apply to such securities issued by an open-ended UCI. The restrictions set out in this section (c) are applicable to securities issued by a closed-ended UCI.

In deviation from ii. above, a Sub-Fund may acquire up to 30% of securities of the same kind issued by the same issuer provided that (a) the total value of securities where the limit in ii. above is exceeded is limited to 40% of the Sub-Fund's net assets and (b) such securities do not confer any voting rights.

- (d) A Sub-Fund may deviate from the restriction set out in (c) above and may, other than prescribed under (a) above, allocate up to 100% of its net assets to securities issued by the same target UCI during a period of up to six months from the Sub-Fund's launch date.
- (e) Within the limits set forth below, a Sub-Fund may employ the following techniques and instruments intended to provide protection exclusively against foreign exchange risks:
 - i. It may sell calls and/or futures contracts on currencies, buy puts on currencies, or enter into other financial instruments, provided such calls, puts, futures or other financial instruments are traded on a recognised exchange or regulated market, which operates regularly and is open to the public; and
 - ii. the Company may enter into currency forward contracts or currency swaps on the OTC market with highly-rated financial institutions.
- (f) The leverage limits applicable to each Sub-Fund and/or its Categories are set out in the Annex for the relevant Sub-Fund.
- (g) Each Sub-Fund may take up short-term loans up to the equivalent of 10% of its net assets. Cover transactions in connection with the sale of options or the acquisition or sale of forward contracts and futures are not deemed to be borrowing for the purposes of this investment restriction.
- (h) The Company is authorised to use financial derivative instruments and to use the techniques specified hereafter. These financial derivative instruments may be used either for hedging or investment purposes. The financial derivative instruments can include, in particular, options, forward and futures contracts on financial instruments and options thereon as well as over-the-counter swap transactions on all types of financial instruments. The maximum total leverage resulting from the use of these financial derivative instruments or techniques will be set out, if appropriate, in the respective Annex. The financial derivative instruments have to be dealt on an organised market or over the counter with first rate professionals which specialise in these types of transactions. The sum of the commitments which result from short sales of transferable securities and the commitments which result from financial derivative instruments negotiated over the counter and, if any, the commitments which result from financial derivative instruments dealt on an organised market cannot, at any time, exceed the value of the assets of the relevant Sub-Fund.
- (i) A given Sub-Fund may on grounds of its investment policy invest its assets in collateralised reinsurance contracts. When using collateralised reinsurance contracts, the given Sub-Fund must ensure an appropriate diversification. The counterparty risk in an OTC transaction must, where applicable, be limited with regard to the quality and qualification of the counterparty.

Restrictions regarding financial derivative instruments:

- i. Margin deposits relating to financial derivative instruments dealt on an organised market as well as commitments relating to financial derivative instruments dealt over the counter may not exceed 50% of the assets of the Sub-Fund. Liquid assets in reserve of a Sub-Fund have to represent at least an amount equal to margin deposits made by a Sub-Fund. Liquid assets do not only include fixed term deposits and money market instruments negotiated regularly and the residual maturity of which does not exceed 12 months, but also treasury bonds, and bonds issued by member states of OECD, by their local authorities, or by

public international bodies with EU, regional or worldwide scope, as well as bonds admitted to the official list of a stock exchange or negotiated on a Regulated Market, which have a high degree of liquidity and are issued by highly rated issuers.

- ii. A Sub-Fund cannot borrow to finance margin deposits.
 - iii. A Sub-Fund may not enter into commodities contracts other than commodity futures contracts. By derogation from this rule, a Sub-Fund may purchase for cash precious metals which are negotiable on an organised market.
 - iv. The premiums paid for the acquisition of outstanding options shall be included in the limit of 50% set out under i. above below.
 - v. A Sub-Fund must ensure sufficient risk-spreading, by an adequate diversification of investments.
 - vi. A Sub-Fund may not hold an open position on any one contract relating to a financial derivative instrument negotiated on an organised market or any one contract relating to a financial derivative instrument negotiated over the counter for which the margin requirement and the commitment respectively represent 5% or more of the Sub-Fund's assets.
 - vii. The premiums paid for outstanding options which have identical characteristics may not exceed 5% of the Sub-Fund's assets.
 - viii. A Sub-Fund may not hold an open position in financial derivative instruments concerning a single commodity or a single category of financial futures for which the margin required (in relation to the financial derivative instruments dealt on a recognised market) as well as the commitment (in relation to the financial derivative instruments dealt over the counter) represents 20% or more of the Sub-Fund's assets.
 - ix. The commitment in relation to a transaction on financial derivative instruments dealt over the counter by a Sub-Fund corresponds to the non-realised loss resulting, at that particular time, from the above mentioned transaction on the financial derivative instruments.
- (j) Restrictions regarding short sales:
- i. Short sales may in principle not result in a Sub-Fund holding:
 - (A) a short position on transferable securities which are not listed on a stock exchange or dealt in on a Regulated Market; however, a Sub-Fund can hold a short position on transferable securities not listed or not dealt in on a Regulated Market if these transferable securities have a high degree of liquidity and do not represent more than 10% of the assets of the Sub-Fund;
 - (B) a short position on transferable securities which represent more than 10% of the securities of the same type issued by the same issuer;
 - (C) a short position on transferable securities issued by the same issuer (i) when the sum of the prices at which such short sales have been effected represents more than 10% of the Sub-Fund's assets; or (ii) if this short position represents a commitment of more than 5% of the Sub-Fund's assets.
 - ii. The commitments arising from short sales of transferable securities at one given point in time shall be equal to non-realised aggregate losses arising at such point in time from such short sales made by the Sub-Fund. The non-realised loss arising from a short sale is equivalent to the positive amount resulting from the difference between the market price at which the short position can be covered and the price at which the short sale of the relevant transferable security has been effected.

- iii. The aggregate commitments of a Sub-Fund resulting from short sales shall not, at any time, exceed 50% of the assets of the Sub-Fund. When the Company enters into short sales, it must hold sufficient assets in order to close at any time the open positions resulting from such short sales.
 - iv. Short positions for which a Sub-Fund holds adequate coverage shall not be taken into account when calculating the aggregate commitments referred to above. It is specified that the fact that a Sub-Fund has granted a security of some type over its assets in favour of third parties to guarantee its obligations to such third parties, is not considered adequate coverage for a Sub-Fund's commitments.
 - v. In connection with short sales on transferable securities, a Sub-Fund is permitted to enter into securities lending transactions as borrower with first class professionals, which specialise in this type of transactions. The counterparty risk resulting from the difference between (i) the value of the assets posted as collateral by virtue of an outright transfer of ownership by a Sub-Fund to a lender in securities lending transactions; and (ii) the value of the obligations owed by a Sub-Fund to this lender, must not be in excess of 20% of the Sub-Fund's assets. A Sub-Fund is also authorised to grant security within the framework of guarantee mechanisms which do not have the effect of transferring ownership or which limit the counterparty risk by other means.
- (k) The Board of Directors may from time to time impose further investment restrictions as shall be compatible with or in the interest of the shareholders, in order to comply with the laws and regulations of the countries where the Shares of the Sub-Fund are distributed.
 - (l) The restrictions set forth above shall only be applicable at the time where the relevant investment is made. If the restrictions are exceeded as a result of any events other than the making of investments, the situation shall be remedied taking due account of the interest of the shareholders.

Newly authorised Sub-Funds of the Company may deviate from the provisions set out above during a period of six months following their authorisation.

By way of exception, a Sub-Fund may deviate from the provisions set out above, such exception being referred to in the respective Annex relating to such Sub-Fund.

4 GENERAL RISK FACTORS

An investment in a Sub-Fund involves certain risks relating to the particular Sub-Fund's structure and investment objectives which investors should evaluate before making a decision to invest in such Sub-Fund.

The investments within each Sub-Fund are subject to market fluctuations and to the risks inherent in all investments; accordingly, no assurance can be given that the investment objectives of the relevant Sub-Fund will be achieved.

Investors should make their own independent evaluation of the financial, market, legal, regulatory, credit, tax and accounting risks and consequences involved in investment in a Sub-Fund and its suitability for their own purposes. In evaluating the merits and suitability of an investment in a Sub-Fund, careful consideration should be given to all of the risks attached to investing in a Sub-Fund.

The following is a brief description of certain factors which should be considered along with other matters discussed elsewhere in this Prospectus. The following does not, however, purport to be a comprehensive summary of all the risks associated with investments in any Sub-Fund.

An investment in Shares of a Sub-Fund carries substantial risk and is suitable only for investors who accept the risks, can afford losing their entire investment and who understand that there is no recourse other than to the assets of the relevant Sub-Fund. An investment in Shares of a Sub-

Fund should not constitute a substantial portion of an investor's investment portfolio and may not be suitable for all investors.

Trading risks: A substantial part of a Sub-Funds investment policy may involve taking positions in two or more securities or instruments on the basis of a portfolio manager's assessment of the theoretical price relationship of such securities or instruments. Where that price relationship moves contrary to the portfolio manager's expectation, the Sub-Fund will suffer a loss. In addition, adverse price movements may give rise to margin calls which could result in the Sub-Funds having to liquidate or unwind positions at an inappropriate time or on unfavourable terms.

Market risk: This risk is of a general nature, affecting all types of investments. The trend in the prices of transferable securities may be affected by the trend in the financial markets and by the economic development of the issuers, who are themselves affected both by the overall situation of the global economy and by the economic and political conditions prevailing in each country.

Interest rate: Shareholders must be aware that an investment in the Shares may be exposed to interest rate risks. These risks occur when there are fluctuations in the interest rates of the main currencies of each transferable security or of the Company.

Credit risk: A Sub-Fund may be subject to credit risks. Bonds or debt instruments involve an issuer-related credit risk, which can be approximated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that carry a higher credit risk of the issuer defaulting than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bonds or debt instruments (which may fall to zero) may be affected. If and to the extent, the Company holds some of its assets in cash, a Sub-Fund is exposed to credit risk vis-à-vis the bank holding such cash balance on behalf of the Company.

Risk of default: In parallel to the general trends prevailing on the financial markets, the particular changes in the circumstances of each issuer may have an effect on the price of an investment. Even a careful selection of transferable securities cannot exclude the risk of losses generated by the depreciation of the issuer's assets.

Counterparty risk: When contracts on OTC derivative instruments are entered into, the Company may find itself exposed to risks arising from the creditworthiness of its counterparties and from their capacity to fulfil the obligations arising from these contracts. The Company may thus enter into futures, option and exchange rate contracts, or again use other derivative techniques, each of which involves a risk for the Company of the counterparty failing to respect its obligations under the terms of each contract.

Depository risk: Local custody services remain undeveloped in some international markets and there is a transaction and custody risk involved in dealing in such markets. The costs borne by the Company in investing and holding investments in such markets will generally be higher than in organised securities markets.

Foreign exchange/currency risk: The Company may invest in assets denominated in a wide range of currencies. As a consequence thereof, the value of investments may be affected by exchange rate fluctuations to the extent that such risk is not hedged.

Hedging: The Company may use derivative transactions to reduce its exposure to currency fluctuations. Losses on a hedge position may exceed the amount invested in such instruments. A hedge may not be effective in eliminating all of the risks inherent in any particular position and there can be no guarantee that suitable instruments for hedging will be available at times when the Company wishes to use them.

Indebtedness: Where a Sub-Fund is subject to the risks associated with debt financing, it is subject to the risks that available funds will be insufficient to meet required payments and the risk that existing indebtedness will not be refinanced or that the terms of such refinancing will not be as favourable as the terms of existing indebtedness.

Short-selling: A short sale of a stock is the sale of a stock not owned by the seller. The seller borrows stock for delivery at the time of the short sale. Thus, the seller must buy the stock at a later date in order to replace the stocks borrowed. If the price of the stock at such later date is lower than that at the date of the short sale, the seller realises a profit; if the price of the stock has risen, however, the seller realises a loss. To the degree that short-selling is permitted for the relevant Sub-Fund, selling a stock short exposes the seller to unlimited risk with respect to the stock due to the lack of an upper limit on the price to which the stock can rise.

Portfolio valuation risks: Prospective investors should acknowledge that the portfolio of a Sub-Fund will be composed of assets of different natures in terms of, inter alia, sectors, geographies, financial statement formats, reference currencies, accounting principles, types and liquidity of securities, coherence and comprehensiveness of data, exchange-traded assets and OTC assets. The lack of an active public market for securities and debt instruments as well as other investments held by the Company pursuant to the investment restrictions set out above and in the Annex of the relevant Sub-Fund will render the Company's valuation process and Net Asset Value calculation more difficult and subjective. Furthermore, the valuation of the relevant portfolio and the production of the Net Asset Value calculation will be a complex process which might in certain circumstances require the AIFM to make certain assumptions in order to produce the desired output. Such assumptions may subsequently prove incorrect and require the value of certain positions to be adjusted as more information becomes available.

Lack of liquidity of underlying investments: The investments to be made by some Sub-Funds of the Company may be highly illiquid. The liquidity of investments will depend on the success of the implementation strategy proposed for each investment. Such strategy could be adversely affected by a variety of factors. There is a risk that the Company may be unable to realise its investment objectives by sale or other disposition at attractive prices or at the appropriate times or in response to changing market conditions, or will otherwise be unable to complete a favourable exit strategy. The return of capital and the realisation of gains, if any, will generally occur only upon the partial or complete disposition of an investment. Prospective investors should therefore be aware that they may be required to bear the financial risk of their investment for an undetermined period of time.

Substantial redemptions: If there are substantial redemptions of Shares, it may be difficult for a Sub-Fund of the Company to generate returns since it will be operating on a smaller asset base. In addition, if there are substantial redemption requests within a limited period of time, it may be difficult to provide sufficient funds to meet such redemption requests without the respective Sub-Fund liquidating positions prematurely at an inappropriate time and/or on unfavourable terms.

Liquidity of Shares: Shareholders may only be able to redeem Shares by giving prior written notice. The risk of any decline in the Net Asset Value per Share during the period from the date of receipt by the Administrator of a notice of redemption until the Redemption Day on which redemption is effected will be borne by the shareholders. Additionally, shareholders may not be able to redeem all the Shares they wish to redeem on the Redemption Day if total redemptions for that Redemption Day exceed a percentage of the Net Asset Value as defined for the relevant Sub-Fund, or if there are large redemption requests and/or if the Sub-Fund is unable to liquidate investments in an orderly manner to satisfy all redemption requests and may bear an additional risk of any decline in the Net Asset Value per Share until the Redemption Day(s) on which the Shares are actually redeemed.

Inability to liquidate and potential delays in payment of redemption proceeds: In circumstances where the Investment Manager is unable to liquidate investments in an orderly manner, in order to enable a Sub-Fund to pay redemption proceeds or where the value of the Net Asset Value of a Sub-Fund cannot be determined, the Sub-Fund may take longer than the time periods disclosed herein to effect settlements of redemptions until such time as the Investment Manager is able to liquidate any such investments in an orderly manner. The Company may even suspend redemptions (in whole or in part), or establish recovery share categories to hold such illiquid investments from which redemptions may not be made until the Board of Directors, in consultation with the Investment Manager and the Administrator, determine such investments are no longer illiquid. No interest will accrue to or be payable to the shareholders with regard to any such delays in the settlement of redemption proceeds.

Early termination: In the event of the early termination of a Sub-Fund, the Company would have to distribute to the shareholders their pro-rata interest in the assets of such Sub-Fund. The Sub-Fund's investments would have to be sold, subject to the individual shareholder's specific consent, or distributed to the shareholders. It is possible that at the time of such sale certain investments held by the relevant Sub-Fund may be worth less than the initial cost of the investment, resulting in a loss to the Sub-Fund and to its shareholders. Moreover, in the event a Sub-Fund terminates prior to the complete amortisation of organisational expenses, any unamortised portion of such expenses will be accelerated and will be debited from (and thereby reduce) amounts otherwise available for distribution to shareholders. The Company may also enter into voluntary or involuntary liquidation thus triggering the early termination of the Sub-Funds.

Commission and fee(s) amounts: The payment of a fee calculated on the basis of performance results, if applicable, could encourage the Company to select more risky and volatile investments than if such fees were not applicable.

Changes in applicable law: The Company must comply with various regulatory and legal requirements, including securities laws and tax laws as imposed by the jurisdictions under which it operates. Should any of those laws change over the life of the Company, the regulatory and legal requirements, to which the Company and its shareholders may be subject, could materially differ from current requirements.

Tax considerations: Tax charges and withholding taxes in various jurisdictions in which the Company invests may affect the level of distributions made to it and accordingly to shareholders. No assurance can be given as to the level of taxation applicable to the Company or its investments.

Accounting practice: Accounting standards in the countries (particularly in emerging markets) where the Company may invest may not correspond to or be in accordance with applicable internationally recognised accounting standards in all material respects. In addition, with respect to such countries' auditing requirements and standards may differ from those generally accepted in the international capital markets and consequently information which would be available to investors in developed capital markets is not always obtainable in respect of companies in such emerging markets.

Reliance on management: The Company depends significantly on the efforts and abilities of the Board of Directors, the AIFM and the Investment Manager. The loss of these persons' services could have a materially adverse effect on the Company and on the relevant Sub-Fund.

Indemnification obligations of the Company: The AIFM, the Investment Manager and their affiliates and any of their respective current or former or future partners, managers, officers, employees, directors, members and shareholders, as well as the directors of the Company are entitled to indemnification, except under certain circumstances, from the Company or pursuant to insurance policies procured by the Company.

FATCA and CRS: Under the terms of the FATCA Law and the CRS Law (as defined above) the Company is likely to be treated as a Luxembourg Reporting Financial Institution. As such, the Company and its delegates may require all investors to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above mentioned regulations. Should the Company become subject to a withholding tax and/or penalties as a result of non-compliance under the FATCA Law and/or penalties as a result of a non-compliance under the CRS Law, the value of the Shares held by all shareholders may be materially affected.

Furthermore, the Company may also be required to withhold tax on certain payments to its shareholders which would not be compliant with FATCA (i.e. the so-called foreign pass-through payments withholding tax obligation).

Integration of Sustainability Risks into Investment Decisions

“**Sustainability Risk**” means an environmental, social or governance (“**ESG**”) event or condition that, if it occurs, could cause a negative material impact on the value of an investment.

As part of the process to undertake appropriate due diligence on investments, the Investment Manager will generally conduct a level of research on the reinsured counterparty or counterparties of each of a Sub-Fund's investments which will give the Investment Manager an understanding of the reinsured

counterparty or counterparties. This will typically include a consideration of fundamental and quantitative elements such as financial position, liquidity, solvency, capital structure or revenue. Where relevant, this will also involve qualitative and non-financial elements such as the counterparties' approach to ESG factors and consideration of Sustainability Risks.

The Investment Manager integrates an assessment of Sustainability Risks into its investment processes for each Sub-Fund. This will occur both initially and on an ongoing basis for the duration of the period a Sub-Fund holds an investment or pursues a particular investment strategy. An accentuated ESG investment process will not be applied in respect of a Sub-Fund.

The Investment Manager may rely on third-party ESG data or research providers to produce any ESG-related analysis. Such data or research may be imprecise, incorrect or unavailable and the resulting analysis or use of such data by the Investment Manager may be impacted.

This assessment is based on the inclusion of Sustainability Risks in the Investment Manager's due diligence processes, exclusionary screening methods and / or analysis based on currently available ESG data. Once these factors have been taken into account, in combination with the fact that it is considered that Sustainability Risks may be factored into the price of an underlying instrument or reinsurance contract and that the risk factors as described in this Prospectus will have been assessed, it is not considered likely that ongoing, identifiable Sustainability Risks will materially alter the return profile of a Sub-Fund. Further, it is acknowledged that exceptional or unpredictable Sustainability Risk events may occur, which may impact this ongoing assessment. It is considered that the policies adopted by the Investment Manager to assess and mitigate Sustainability Risks may mitigate such risks to the Company. Investors should note the Investment Manager's assessment of ESG characteristics may change over time and the ESG conclusions of the Investment Manager might not reflect the ESG views of investors.

For the avoidance of doubt, Sustainability Risks are one of several factors considered as part of a broader assessment.

Further details on the Investment Manager's approach to ESG integration and sustainability-related stewardship can be found on the Investment Manager's website.

This list is not exhaustive.

Attention is drawn to the fact that the Net Asset Value per Share may decrease as well as increase. An investor may not receive back the amount he has invested. Changes in exchange rates may also cause the Net Asset Value per Share in the investor's base currency to increase or decrease. There is no guarantee as to the Company's future performance or return.

In addition to the abovementioned general risks which are inherent in all investments, the investment in the Company entails risks specific to the investment objectives and strategy of each Sub-Fund.

5 MANAGEMENT OF THE COMPANY

5.1 The Board of Directors

The Board of Directors is responsible for:

- (a) the overall supervision of the management and administration of the Company;
- (b) the selection and supervision of the AIFM; and
- (c) the general monitoring of the performance and overall operations of the Company.

The Board of Directors of the Company is presently composed as set out in the section 1 "Information on the Company" above.

5.2 The AIFM

The Board of Directors has appointed the AIFM as the Company's alternative investment fund manager in accordance with Art. 88-2 of the 2010 Law and Art. 4 of the 2013 Law.

The AIFM is responsible for the investment management of the Company and such other tasks as agreed with the Board of Directors including the following

- i. Monitoring of investment policy, investment strategies and performance;
- ii. Monitoring compliance;
- iii. Risk management;
- iv. Distribution of the Shares in its additional role as principal distributor;
- v. Liquidity management;
- vi. Conflicts of interest management;
- vii. Supervision of delegates;
- viii. Financial control;
- ix. Internal audit;
- x. Complaints handling;
- xi. Accounting policies and procedures;
- xii. Recordkeeping;
- xiii. AIFMD reporting

The AIFM is an affiliated company of LGT Group Foundation, Liechtenstein and its main objective is to fulfil the functions of AIFM for the Company as required under the AIFMD and to provide investment management expertise. In discharging its role, the AIFM shall seek to act honestly, fairly, professionally, independently and in the interests of the Company and its shareholders.

In order to cover its professional liability risk resulting from the activities it may carry out, the AIFM shall either hold additional own funds which are appropriate to cover potential liability risks arising from professional negligence or shall maintain professional indemnity insurance against liability arising from professional negligence that is appropriate to the risks covered and fulfils the requirements of AIFMD. Such professional liability risks shall include, without being limited to, risks of (a) loss of documents evidencing title of assets of the Company; (b) misrepresentations or misleading statements made to the Company or its shareholders; (c) acts, errors or omissions resulting in a breach of: (i) legal and regulatory obligations; (ii) duty of skill and care towards the Company and its shareholders; (iii) fiduciary duties; (iv) obligations of confidentiality; (v) the Articles of Incorporation; or (vi) terms of appointment of the AIFM by the Company; (d) failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts; (e) improperly carried out valuation of assets or calculation of Share prices; or (f) losses arising from business disruption, system failures, failure of transaction processing or process management.

The Board of Directors and the AIFM shall use reasonable endeavours to provide that its decision-making procedures and its organisational structure promote the fair treatment of shareholders in the Company.

The AIFM has a remuneration policy in place which seeks to ensure that the interests of the AIFM and the shareholders of the Company are aligned. Such remuneration policy imposes remuneration rules on staff and senior management within the AIFM whose activities have an impact on the risk profile of the Company. The AIFM shall seek to ensure that such remuneration policies and practices will be consistent with sound and effective risk management and shall not encourage risk-taking which is inconsistent with the risk profile and constitutional documents of the Company and shall be consistent with the AIFMD and ESMA's remuneration guidelines (ESMA/2013/201).

The AIFM shall seek to ensure that the remuneration policy will at all times be consistent with the business strategy, objectives, values and interests of the Company and the shareholders of the Company and that the remuneration policy includes measures to seek to ensure that all relevant conflicts of interest can be managed appropriately at all times.

The AIFM has a risk management policy in place which seeks to adequately capture the risks of the Company in particular those of insurance linked investments. In particular the AIFM's risk managers will focus on the following:

- a) appropriate investment diversification to mitigate event and liquidity risks;
- b) ensuring that appropriate risk models are used to minimise model risks;
- c) monitoring of counterparty limits to manage counterparty risks and concentration risks; and
- d) ensuring that valuation is carried out independently.

For a detailed description of each risk please see section 4 – General Risk Factors and Section 6 of Annex 1.

5.3 The Investment Manager

Under an agreement (the “**Investment Management Agreement**”) concluded with the AIFM, LGT ILS Partners Ltd. has been appointed as the discretionary investment manager to the Company.

This agreement has no fixed duration and may be terminated by either party upon giving 90 calendar days' prior written notice.

LGT ILS Partners Ltd. (“**LGT ILSP**”) is a joint-stock company (*Aktiengesellschaft*) established under Swiss law and has its registered office at Schützenstrasse 6, 8808 Pfäffikon, Switzerland. LGT ILSP is a company within the group of companies of LGT Group Foundation, Vaduz. LGT ILSP's main business activity is asset management. It was approved and is subject to the supervision by the Swiss financial regulator (FINMA) as asset manager of collective investment schemes.

The Investment Manager has full discretion regarding investment decisions but shall at all times act in the Company's and its shareholder's interest. The AIFM monitors the Investment Manager's activities in particular with regards to investment compliance and the Company's risk profile. The AIFM (a) has at all times a complete right of insight and control over the Investment Manager's activities regarding the Fund; (b) may provide instructions to the Investment Manager regarding investment decisions and (c) the right to immediately terminate the Investment Manager's mandate if in the interest of shareholders.

The AIFM's responsibility towards the Company and its shareholders is not affected by the delegation to the Investment Manager.

The Investment Manager will be reimbursed for its services by the AIFM.

5.4 The Depositary

Pursuant to a depositary and paying agent services agreement effective as of 18 July 2014 (the “**Depositary Agreement**”), Credit Suisse (Luxembourg) S.A. has been appointed as depositary of the Company (the “**Depositary**”). The Depositary will also provide paying agent services to the Company.

Credit Suisse (Luxembourg) S.A. is a public limited company (*société anonyme*) under the laws of Luxembourg incorporated for an unlimited duration. Its registered and administrative offices are at 5,

rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg. It is licensed to engage in all banking operations under Luxembourg law.

The Depositary shall assume its duties and responsibilities and render custodial and other services in accordance with the provisions of the 2010 Law, the 2013 Law and the Depositary Agreement.

The Depositary must act honestly, fairly, professionally, independently and in the interest of the Company and its shareholders.

Pursuant to the Depositary Agreement, the Depositary has been appointed to provide safe-keeping services, in the form of custody and/or other services in respect of the Company's assets in accordance with the provisions of the 2010 Law and the 2013 Law and the Depositary Agreement and to ensure an effective and proper monitoring of the Company's cash flows. In addition, the Depositary shall also ensure that (i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law and the Articles of Incorporation; (ii) the value of the Shares is calculated in accordance with Luxembourg law and the Articles of Incorporation; (iii) the instructions of the Board of Directors or the AIFM are carried out, unless they conflict with applicable Luxembourg law and/or the Articles of Incorporation; (iv) in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits; (v) the Company's incomes are applied in accordance with Luxembourg law and the Articles of Incorporation.

In compliance with the provisions of the Depositary Agreement and the 2013 Law, the Depositary may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safe-keeping duties in relation to financial instruments, duly entrusted to the Depositary for custody purposes, to one or more sub-custodian(s), as they are appointed by the Depositary from time to time. When selecting and appointing a sub-custodian, the Depositary exercises all due skill, care and diligence as required by the 2013 Law to ensure that it entrusts such financial instruments to a sub-custodian who may provide an adequate standard of protection. The Depositary will ensure that such financial instruments are held in a manner that it is readily apparent from the books and records of such sub-custodian that they are segregated from the Depositary's own assets and/or assets belonging to the sub-custodian and that the segregation obligations according to the 2013 Law are complied with. The Depositary's liability shall not be affected by any such delegation unless otherwise stipulated in the 2013 Law and agreed between the Company and the Depositary as set forth below. A list of the sub-custodian(s), if applicable, is available upon request at the registered office of the AIFM.

The Depositary is liable to the Company or its shareholders for the loss of a financial instrument held in custody by the Depositary and/or a sub-custodian. In accordance with the provisions of the 2013 Law, the Depositary will not be liable for the loss of a financial instrument, if such loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. Furthermore and provided certain conditions are met, the Depositary may discharge itself of liability and contract with the sub-custodian, to whom the financial instruments will be entrusted, a transfer of liability to such sub-custodian. A contracted discharge of liability will be disclosed by the Company to its shareholders by way of an amendment to this Prospectus. The Depositary will not be liable to the Company or its shareholders for the loss of a financial instrument booked in a securities settlement system, including central securities' depositaries.

The Depositary will not be liable to the Company or its shareholders for all other losses suffered by them unless as a result of the Depositary's negligence or intentional failure to properly fulfil its duties in accordance with the 2013 Law and the Depositary Agreement.

The Board of Directors, the AIFM and the Depositary may terminate the Depositary Agreement at any time by giving ninety (90) days' notice in writing. If the termination notice is given by the Depositary, the Board of Directors or the AIFM are required to name within sixty (60) days a successor depositary to whom the Company's assets are to be delivered and who will take over the functions and responsibilities of the Depositary. If within these sixty (60) days the Board of Directors or the AIFM do not name such successor depositary bank, the Depositary shall notify the CSSF of the situation and the Board of Directors will convene a general meeting of shareholders of the Company which shall decide about the liquidation of the Company.

Pending the appointment of a new depositary, the Depositary shall take all necessary steps to ensure good preservation of the interests of all the shareholders. After termination as above said, the appointment of the Depositary shall continue thereafter for such period as may be necessary for the transfer of all assets of the Company to the new successor depositary bank.

5.5 The Administrator

The AIFM and the Company have jointly appointed Credit Suisse Fund Services (Luxembourg) S.A. as its central administration agent, registrar, transfer and domiciliary agent of the Company (the “**Administrator**”). In such capacity, Credit Suisse Fund Services (Luxembourg) S.A. is responsible for the general administrative functions required by Luxembourg law and for processing the issue and redemption of Shares, the calculation of the Net Asset Value of the Shares and the maintenance of the accounting records of the Company.

Credit Suisse Fund Services (Luxembourg) S.A. is a member of the same group as the Depositary and is a specialised institution whose main object is to provide secretarial and administrative services to Luxembourg collective investment undertakings. It was incorporated in Luxembourg as a *société anonyme* on 22 November 1993 with its registered office at 5 rue Jean Monnet, L-2180 Luxembourg, Luxembourg.

5.6 The Auditor

The Company has appointed PricewaterhouseCoopers registered at 2, rue Gerhard Mercator, L-1014 Luxembourg, Luxembourg as independent auditor.

The independent auditor verifies that the annual accounts of the Company present a true and fair view of the Company’s financial situation and that the management report is in agreement with the accounts.

5.7 Conflicts of interest

The Principal Agents are or may be involved in other financial, investment and professional activities which may on occasion cause a conflict of interest with the interests of the Company. These include the management of other funds, purchases and sales of securities, investment and management services, valuation of assets in respect of the Company (where a higher valuation would benefit a Principal Agent), brokerage services and serving as directors, officers, advisers or agents of other funds or other companies, including companies in which the Company may invest. In particular, it is envisaged that the AIFM may be involved in advising or managing other investment funds which may have similar or overlapping investment objectives to or with the Company. Investments may also include investment companies which are managed or advised by the AIFM or its affiliates. Each of the Principle Agents will respectively ensure that any conflicts which may arise will be resolved fairly and in the best interests of shareholders. Any suitable new investment opportunities are allocated between the Company and any other clients on a fair and equitable basis which does not unfairly prejudice the interests of the shareholders as a whole and are ultimately subject to the AIFM’s discretion to take the various interests appropriately into account.

The Company will not participate in soft commission or soft dollar arrangements.

5.8 Shareholder rights vis-à-vis service providers

Absent a direct contractual relationship between the shareholder and the relevant service provider (including the Principal Agents), the shareholder will generally have no direct rights against the relevant service provider and there are only limited circumstances in which the shareholders can potentially bring a claim against the relevant service provider. Instead, the proper plaintiff in an action in respect of which a wrongdoing is alleged to have been committed against the Company by the relevant service provider is, prima facie, the Company itself.

6 THE SHARES

By completing and submitting the relevant subscription form to the Administrator, an investor will have made an offer to subscribe for the Shares which, once it is accepted by the Company, has the effect of a binding contract. The terms of such contract will be governed by the subscription form (read together with this Prospectus and the Articles of Incorporation).

Upon the issue of the Shares, an investor will become a shareholder of the Company in relation to the relevant Sub-Fund.

The aggregate liability of each shareholder towards the Company shall be limited to their subscription amount.

The Articles of Incorporation are governed by, and construed in accordance with, the laws currently in force in Luxembourg. The subscription form is expressed to be governed by, and construed in accordance with, the laws of Luxembourg, and contains a choice of international competence of the courts of the Grand Duchy of Luxembourg.

The rights and restrictions that will apply to a shareholder's Shares may be modified and/or additional terms agreed from time to time in respect of a particular Category (subject to such terms being consistent with the Articles of Incorporation). Any changes to the Articles of Incorporation will require a resolution of the general meeting of shareholders (please refer to section 14 below for more details on general meetings).

There are no legal instruments in Luxembourg required for the recognition and enforcement of judgments rendered by a Luxembourg court. If a foreign, i.e. non-Luxembourg court, on the basis of mandatory domestic provisions, renders a judgment against the Company, the rules of the Brussels I Regulation (regarding judgments from EU Member States) or the rules of the Lugano Convention or of the private international law of Luxembourg (regarding judgments from non-EU Member States) concerning the recognition and enforcement of foreign judgments apply. Investors are advised to seek advice, on a case-by-case basis, on the available rules concerning the recognition and enforcement of judgments.

The Shares are only available in uncertificated form and will exist exclusively as book entries in the register. They are freely transferable and entitled to participate equally in the profits and liquidation proceeds attributable to each Sub-Fund concerned. The Shares, which are of no par value and which must be fully paid upon issue, carry no preferential or pre-emptive rights and each entire Share is entitled to one vote at all meetings of shareholders.

The Board of Directors will not give effect to any transfer of Shares that would result in an investor becoming a shareholder in the Company without being eligible for the relevant Category.

The Board of Directors has absolute discretion to accept or reject in whole or in part any application for Shares, or any transfer to a third party.

Different Categories of Shares may be issued within each Sub-Fund as set out in the Annex for the relevant Sub-Fund and as additionally described in section 8.7 "Recovery Share Categories" below.

The Board of Directors may, at its discretion, refuse to issue Shares or to transfer Shares of Categories that are only open to Institutional Investors, if there is not sufficient evidence that the person to whom the Shares are sold or transferred is an Institutional Investor. In considering the qualification of a subscriber or a transferee as an Institutional Investor the Board of Directors will have due regard to the guidelines or recommendations of the competent authorities.

The Company may restrict or prevent the ownership of Shares by any person, firm or corporation, if such holding results in a breach of applicable laws and regulations, whether Luxembourg or foreign, or if it may be detrimental to the Company. More specifically, the Company may restrict the ownership of Shares by any resident of, citizen of, or any corporation or partnership created or organised in, the United States of America or its territories (U.S. Person), and any other Specified US Person within the meaning of FATCA (as defined in clause 11.3 of this Prospectus) and where it appears to the Company that any person who is precluded from holding Shares either alone or in conjunction with any other person is a beneficial owner of Shares, or that persons do not provide necessary information requested

by the Company in order to comply with legal and regulatory rules as but not limited to FATCA, or that persons are deemed to cause potential financial risk for the Company, the Company may compulsorily purchase or redeem all the Shares so owned.

7 USE OF INCOME

The Company intends, regardless of the investment strategy of the respective Sub-Fund, to create Categories that distribute or reinvest (accumulate) the generated income. The type of use of income is defined for each Category in the appendix relevant to each Sub-Fund.

The generated income of the distributing Categories is distributed annually. If distributions are made, they are carried out after the closing of the respective fiscal year upon recommendation of the Board of Directors and after approval by the general meeting of shareholders.

The Board of Directors shall be authorised, within the limits of the law and the provisions of the Articles of Incorporation, to decide upon the distribution of interim dividends for dividend-bearing Categories.

Capital gains realised on the sale of assets and rights are retained by the Company for reinvestment.

8 ISSUE AND REDEMPTION OF SHARES

8.1 Market Timing and Late Trading

The Company does not allow investments which are associated with late trading or market timing practices, as such practices may adversely affect the interests of the shareholders.

Shares of the Company are not offered, nor is the Company managed or intended to serve as a vehicle for frequent trading that seeks to take advantage of short-term fluctuations in the concerned securities markets. This type of trading activity is often referred to as ‘market timing’ and could result in actual or potential harm to the shareholders of the Company. Accordingly, the Company may reject any shareholder transaction of Shares that the Company reasonably believes may represent a pattern of market timing activity involving the Sub-Funds.

(a) Market Timing

In general, Market Timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts shares of the same UCI within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the net asset value of the UCI.

Accordingly, the Board of Directors may, whenever it deems it appropriate, cause the Administrator to reject an application for subscription and/or switching of Shares from investors whom the Board of Directors considers a market timer and may, if necessary, take appropriate measures in order to protect the interests of the other investors. For these purposes, the Board of Directors may consider an investor’s trading history and the Administrator may combine shares which are under common ownership or control.

(b) Late Trading

In general, Late Trading is to be understood as the acceptance of a subscription or redemption order after the time limit fixed for accepting orders (cut-off time) on the relevant day and the execution of such order at the price based on the Net Asset Value applicable to such same day.

8.2 Issue of Shares

Shares in the Company are only available in uncertificated form, and will exist exclusively as book entries in the register. Registered shareholders will receive a confirmation of their shareholding. Fractions of Shares may be issued up to three decimal places.

The Company may impose a Minimum Initial Subscription Amount requirement for each registered shareholder in the different Sub-Funds and/or the different Categories of Shares within each Sub-Fund as set out in the Annex. This amount shall be determined by reference to the Subscription Price paid in respect of the Shares held.

The Company shall not give effect to any transfer of Shares in its register if an investor would no longer meet the Minimum Initial Subscription Amount requirement referred to in the Annex for the Sub-Fund as a consequence of such transfer.

The Company will require from each registered shareholder acting on behalf of other investors that any assignment of rights to the Shares be made in compliance with applicable securities laws in the jurisdictions where such assignment is made and that in unregulated jurisdictions such assignment be made in compliance with the Minimum Initial Subscription Amount requirement.

The Subscription Price of new Shares shall correspond to the prevailing Net Asset Value of the Shares of the relevant Category.

The Subscription Fee may be added to compensate financial intermediaries and other persons who assist in the placement of Shares.

The Board of Directors has adopted a policy of controlling the growth of each Sub-Fund and may therefore from time to time restrict or suspend the offering of new Shares of any Sub-Fund. This policy does not affect redemptions of the Shares.

The Company reserves the right to reject in whole or in part any subscription application. In addition, the Board of Directors reserves the right to suspend the issue and sale of Shares at any time and without notice.

No Shares of any Sub-Fund and/or Category will be issued by the Company during any period in which the calculation of the Net Asset Value per Share of such Sub-Fund and/or Category is suspended (see below).

For applications for Shares of any Sub-Fund, see the specific terms and conditions in the part of the Annex applicable to each of them.

8.3 Subscription in Kind

The Board of Directors may agree to issue Shares as consideration for a 'contribution in kind' of securities, provided that such securities comply with the relevant Sub-Fund's investment objective, policies and restrictions and are in compliance with the conditions set forth by Luxembourg law, in particular the obligation to deliver a valuation report from an independent auditor which shall be available for inspection. Any costs incurred in connection with a 'contribution in kind' of securities shall be borne by the relevant shareholders. 'Contributions in kind' shall be accepted or rejected based on the interest of the entirety of the relevant Sub-Fund's shareholders. In accepting or rejecting such a contribution at any given time, the relevant Sub-Fund shall observe the principle of an equal treatment of the shareholders.

8.4 Redemption of Shares

The shareholders shall have the right if the relevant Sub-Fund is open-ended, on such dates as determined in the Annex for the relevant Sub-Fund to present their Shares for redemption to the Company. If, as a result of a redemption request, the value of any holding decreases below the Minimum Initial Subscription Amount set out in the Annex for the relevant Sub-Fund, then such request may be treated, at the discretion of the Board of Directors, as a request for the redemption of the entire holding.

As determined in the Annex, the Company shall have the right to limit redemptions for a given Redemption Day.

No Redemption Fees will be charged unless explicitly stated in the Annex of the relevant Sub-Fund.

Shareholders may withdraw at any time their requests for redemption in the event of a suspension of the valuation of the assets of the Company in the circumstances described below in section 9

“Valuation of the Shares”. The Company may suspend the investors’ right to require the Company to redeem their Shares during any period when the determination of the Net Asset Value of the Shares of the Sub-Fund and/or Category is suspended as provided in section 9 “Valuation of the Shares” below.

In the event of a suspension of redemptions, a withdrawal of redemption requests will be effective only if written notification is received by the Administrator before the termination of the period of suspension. If the request is not so withdrawn the redemption will be made on the Valuation Day (as defined for each Sub-Fund) immediately following the end of the suspension.

The Board of Directors may, in exceptional circumstances, offer a shareholder a ‘redemption in kind’, i.e. the shareholder receives a portfolio of securities from the relevant Category of equivalent value to the appropriate cash redemption payment. In such circumstances the investor must specifically consent to such redemption in kind. He may always request a cash redemption payment in the reference currency of the Category. Where the investor agrees to accept redemption in kind, he will, as far as possible, receive a representative selection of the Category’s holdings pro rata to the number of Shares redeemed and the Board of Directors will take into account best interest of the remaining shareholders. The value of the redemption in kind will be certified by the Company’s auditor, drawn up in accordance with the requirements of Luxembourg law at the expense of the Company.

8.5 AIFM’s Liquidity Management Policy

The AIFM employs an appropriate liquidity management system and has adopted procedures which enable it to monitor the liquidity risk of the Company and to ensure that the liquidity profile of the investments of the Company complies with its underlying obligations and that the Company will be in a position to satisfy redemption request of shareholders in accordance with the provisions of this Prospectus and the Articles of Incorporation. The liquidity management system ensures that the Company maintains a level of liquidity appropriate to its underlying obligations based on an assessment of the relative liquidity of the Company’s assets in the market, taking account of the time required for liquidation and the price or value at which those assets can be liquidated and their sensitivity to other market risks or factors. The AIFM monitors the liquidity profile of the portfolio of assets having regard to the profile of the investor base of the Company, the relative size of investments and the redemption terms to which these investments are subject and actual and potential redemption request of shareholders both in normal and in exceptional circumstances. The AIFM implements and maintains appropriate liquidity measurement arrangements and procedures to assess the quantitative and qualitative risks of positions and intended investments which have a material impact on the liquidity profile of the portfolio of the Company’s assets to enable their effects on the overall liquidity profile to be appropriately measured and considers and puts into effect the tools and arrangements necessary to manage the liquidity of the Company. The AIFM will ensure the coherence of the investment strategy, the liquidity profile and the redemption policy.

The AIFM proceeds, on a regular basis, with stress tests, simulating normal and exceptional circumstances in order to evaluate and measure the liquidity risk of the Company.

8.6 Subscription and Redemption Price

The Subscription Price and Redemption Price are based on the Net Asset Value per Share, which is adjusted as stated below.

8.7 Recovery Share Categories

From time to time, a Sub-Fund may hold investments which the Board of Directors is, during a certain time period, unable to value with any reasonable degree of certainty (each, a “**Separated Investment**”). Where third-party values are not available for a particular investment or otherwise for ease of administration, the Board of Directors may from time to time, but shall not be required to, establish or designate special categories of shares for the relevant Sub-Fund, separately for each existing Category and in the same currency as the Category, to account for Separated Investments beginning at the time such investments become Separated Investments, as determined by the Board of Directors on behalf of the Sub-Fund and as far as the Board of Directors deems that being in the interest of the shareholders (each, a “**Recovery Share Category**”). Such interest is generally assumed in the

case of investments which have been affected or are deemed to have been affected by the Board of Directors due to the occurrence of an insured event (the “**Trigger Event**”) but where the exact impact on the value of such investments cannot, as at a Valuation Day, be determined with sufficient accuracy, so as to protect existing investors and any new investors. Through the Separated Investment the Board of Directors seeks to avoid (to the extent reasonably possible) that certain investors could be affected by an NAV adjustment which may be required once a fair price has been determined for the relevant Separated Investment. It is the Board of Directors’ professional opinion that this could not be achieved using reasonable efforts without creating Separated Investments. The Board of Directors intends to create Separated Investments only under exceptional circumstances such as the occurrence of a Trigger Event, to which a substantial part of the relevant Sub-Fund’s assets is exposed. Separated Investments are intended as a temporary measure until the affected investments can be valued fairly.

The establishment of each Recovery Share Category is subject to the prior approval by the CSSF. Shareholders at the time the Separated Investment is so declared will automatically receive one share (or fraction thereof) of the created Recovery Share Category for every share (or fraction thereof) they hold of an existing Category within the relevant Sub-Fund.

Increases or decreases in the value of a particular Separated Investment will be separately accounted for in the Recovery Share Category established for the Separated Investment. During the term of the Separated Investment, the Board of Directors will, in good faith, assign an arbitrary value to the Separated Investment which it believes is reasonable considering the current status of the Separated Investment at the time of valuation and other factors deemed relevant by the Board of Directors.

Upon the disposition of a Separated Investment or the re-characterisation of a particular Separated Investment as a non-Separated Investment (e.g. when the Separated Investment is capable of fair valuation using the Company’s valuation guidelines described below), the Sub-Fund will close the Recovery Share Category and offer shareholders the choice between a compulsory redemption or an equivalent conversion into shares of the Category of the Sub-Fund which was originally concerned by the establishment of the Recovery Share Category.

Recovery Share Categories are non-redeemable by shareholders.

Management Fees will be separately assessed against each Separated Investment and only at the time the Separated Investment is liquidated or otherwise re-characterised as a non-Separated Investment. Such fees will generally be charged against a Separated Investment on a monthly basis for the entire period that the investment position was a Separated Investment, but will be based on the value of the investment position according to the Company’s valuation guidelines as of the date of liquidation or re-characterisation and not on any interim values assigned to the Separated Investment during the term of the Separated Investment.

8.8 Conversion of Shares

To the extent described in and permitted by the Annex for each Sub-Fund, and subject to any suspension of the determination of the Net Asset Values concerned (see section 9 “Valuation of the Shares”), shareholders have the right to convert all or part of their Shares of any Category of a Sub-Fund into Shares of another existing Category of that or another Sub-Fund by applying for conversion latest by 15:00 (Luxembourg time) on the Subscription Deadline relevant for the new Category. However, the right to convert Shares is subject to compliance with any conditions (including any Minimum Initial Subscription Amounts) applicable to the Category into which conversion is to be effected. Therefore, if, as a result of a conversion, the value of a shareholder’s holding in the new Category would be less than the Minimum Initial Subscription Amount of that Category, the Board of Directors may decide not to accept the request for conversion of the Shares. In addition, if, as a result of a conversion, the value of a shareholder’s holding in the original category would become less than the relevant Minimum Initial Subscription Amount of that Category, the shareholder may be deemed (if the Board of Directors so decides) to have requested the conversion of all of his Shares.

The number of Shares issued upon conversion will be based upon the respective Net Asset Values of the two Categories concerned on the common Valuation Day on which the conversion request is accepted. If there is no common Valuation Day for any two Categories, the conversion will be made

on the basis of the Net Asset Value calculated on the next following Valuation Day of each of the two Categories concerned.

8.9 Revocation of Orders

Requests for subscription, redemption or conversion of Shares of any Category of a Sub-Fund are in principle irrevocable unless decided otherwise by the Board of Directors taking into account the best interest of Company's shareholders or where explicitly stated in this Prospectus. This does not affect statutory rights of revocation in any country where the Shares are distributed.

8.10 Anti-Money Laundering and counter terrorist financing Procedures

Pursuant to applicable Luxembourg laws and regulations with respect to anti-money laundering and counter-terrorist financing ("AML/CFT") and in particular with the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the "2004 Law"), , the Grand-ducal regulation of 1 February 2010 providing details on certain provisions of the 2004 Law, the law of 19 December 2020 on the implementation of restrictive measures in financial matters, as amended (the "2020 Law"), the CSSF Regulation N°12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, as amended, ("CSSF Regulation 12-02") and relevant CSSF circulars in the field of AML/CFT, adopted from time to time, as well as the set of rules formed by European Directives on the preventions of the use of the financial system for the purpose of money laundering and terrorist financing, as amended from time to time and the Financial Action Task Force (FATF) recommendations, as amended from time to time (collectively referred to as the "AML/CFT Rules"), professional obligations have been outlined to prevent the use of funds for money laundering and terrorist financing purposes. As a result of such provisions, the Administrator, acting on behalf of the Company, must identify and verify the identity of the subscriber of shares (as well as the identity of any person purporting to act on behalf of or for such subscriber is so authorised and of any intended beneficial owners of the subscriber) and, amongst others, gather information on the origin of subscription proceeds and to monitor the business relationship on an ongoing basis.

The AML/CFT Rules in force in the Grand Duchy of Luxembourg require subscribers for Shares to declare to the Company (and/or to the Administrator, acting on behalf of the Company), amongst others, their identity (and, as the case may be, of the identity of any of the above-mentioned persons) and to provide all supporting documentation deemed necessary by the Company and/or the Administrator to establish and verify such identity and profile of a subscriber (and any of the above-mentioned persons) as well as of the nature and the intended purposes of the business relationship and the origin of subscription proceeds. The Administrator is required to establish controls to determine the identity of subscribers (and any of the above-mentioned persons) on the basis of documents, data or information obtained from a reliable and independent source. In any case, the Company or the Administrator has the right to request additional information until the Administrator is reasonably satisfied it understands the identity and economic purpose of the subscriber in order to comply with the AML/CFT Rules. Furthermore, any investor is required to notify the Company or its delegate of any change of its information as set out in the application form and, as the case may be, prior to the occurrence of any change in the identity of any beneficial owner of Shares. In addition, the 2004 Law requires the Company to conduct an ongoing monitoring of the business relationship with existing investors which includes, inter alia, the obligation to verify and, where appropriate, to update, within an appropriate timeframe, the documents, data or information gathered while fulfilling the customer due diligence obligations. In this context, the Company may require from existing investors, at any time, additional information together with all supporting documentation deemed necessary for the Company to comply with the AML/CFT Rules.

Therefore, subscriptions will only be accepted by the Company if the purchase application is accompanied at least the information and documentation set out in the application form (depending on the subscriber's legal form (individual, corporate or other category of subscriber and noting that these information and documents may not in all cases be regarded as exhaustive and that such can be changed from time to time, including inter alia in case of any legal and regulatory changes related to AML/CFT or changes of the business practices of the Company)).

Furthermore, agreements may be entered into with intermediaries pursuant to which these agree to act as or appoint nominees subscribing for shares in their own name through their facilities (e.g. distribution- and/or nominee agreements) but on behalf of their own underlying investors (and thus the nominee-investor being directly registered in the Company's shareholder register). As a result, in particular, the due diligence with regard to such intermediary/nominee generally takes place at two levels, including *inter alia*:

- a) A risk-based customer due diligence on the intermediary (by using reliable, independent source documents, data or information) as well as on its beneficial owners, such that notably the Company is satisfied that it knows who the beneficial owner(s) of the intermediary are;
- b) In addition, the Administrator will perform enhanced due diligence measures with respect to such intermediary pursuant to article 3 of the CSSF Regulation 12-02 as well as article 3-2 (3) of the 2004 Law.

In case of an incomplete application form or upon failure of the subscriber or existing investor to provide in time any information or documentation deemed necessary for the Company or the Administrator to comply with the AML/CFT Rules, the Company or Administrator in particular has the right to refuse to accept the application request and this may thus result in delays in, or rejection of, any subscription or conversion application and/or delays in any redemption application. No liability for any interest, costs or compensation will be accepted. Similarly, when shares are issued, they cannot be redeemed or converted until full details of registration and AML/CFT documents of the Shareholder have been completed.

Furthermore, in such case, the Company or the Administrator may take the measures that it considers to be appropriate, including but not limited to, the blocking of such shareholder's account until the receipt of the information and documents required. Any costs (including account maintenance costs) which are related to non-cooperation of such Shareholder will be borne by the respective Shareholder.

In addition to the due diligence measures on investors, pursuant to articles 3 (7) and 4 (1) of the 2004 Law the Company is also required to apply precautionary measures regarding the assets of the Company. The Company should assess, using its risk based approach, the extent to which the offering of its products and services presents potential vulnerabilities to placement, layering or integration of criminal proceeds into the financial system.

Pursuant to the 2020 Law on the implementation of restrictive measures in financial matters, the application of international financial sanctions must be enforced by any Luxembourg natural or legal person, as well as any other natural or legal person operating in or from the Luxembourg territory. As a result, prior investing in assets, the Company must, as a minimum, screen the name of such assets or of the issuer against the target financial sanctions lists.

Pursuant to the Luxembourg Law of 13 January 2019 on the register of beneficial owners (the "RBO Law"), the Company is required to collect, hold accurate and up-to-date and make available certain information on its "beneficial owner(s)" (as defined in the 2004 Law) and relevant supporting evidence. Such information includes, as further specified in the RBO Law, among others, first and last name, nationality, country of residence, personal or professional address, national identification number and information on the nature and the scope of the beneficial ownership interest held by each beneficial owner in the Company. The Company is further required, among others, (i) to make such information available upon request to certain Luxembourg national authorities (including the CSSF, the Commissariat aux Assurances, the Cellule de Renseignement Financier, Luxembourg tax and other national authorities as defined in the RBO Law) and upon motivated request of other professionals of the financial sector subject to the AML/CFT Rules, and (ii) to register such information and supporting evidence in a publicly available central register of beneficial owners (the "RBO").

The attention of investors is drawn to the fact that certain information contained in the RBO is available to the public. That being said, the Company or a beneficial owner may however, on a case by case basis and in accordance with the provisions of the RBO Law, formulate a motivated request with the administrator of the RBO to limit the access to certain information relating to them, e.g. in cases where such access could cause a disproportionate risk to the beneficial owner, a risk of fraud, kidnapping, blackmail, extortion, harassment or intimidation towards the beneficial owner, or where the beneficial

owner is a minor or otherwise incapacitated. The decision to restrict access to the RBO does, however, not apply to the Luxembourg national authorities, nor to credit instructions, financial institutions, bailiffs and notaries acting in their capacity as public officers, which can thus always consult the RBO. Under the RBO Law, criminal sanctions may be imposed on the Company in case of its failure to comply with the obligations to collect and make available the required information, but also on any beneficial owner(s) that fail to make all relevant necessary information available to the Company. Any shareholder that fails to comply with the Company's information or documentation requests may be held liable for penalties imposed on the Company as a result of such shareholder's failure to provide the information or subject to disclosure of the information by the Company to the Luxembourg national authorities and the Company may, in its sole discretion, redeem the shares of such shareholders.

9 VALUATION OF THE SHARES

The Net Asset Value of the Shares of each Category is determined in its reference currency. It shall be determined as of each Valuation Day (as defined for each Sub-Fund), and be calculated by dividing the net assets attributable to each Category by the number of Shares of such Category then outstanding. The net assets of each Category are made up of the value of the assets attributable to such Category less the total liabilities attributable to such Category calculated at such time as the Board of Directors shall have set for such purpose. The Net Asset Value shall be calculated with up to two decimal places.

The assets and liabilities of the Company shall be allocated in such a manner that the issue price received upon issue of Shares connected with a specific Category of a Sub-Fund shall be attributed to that Category. All assets and liabilities of the Category as well as income and expenses which are related to a specific Category shall be attributed to that Category. Assets or liabilities which cannot be attributed to any Sub-Fund or Category shall be allocated to all the Sub-Funds and/or Categories pro rata to the respective Net Asset Value of the Sub-Funds or Categories. The proportion of the total net assets attributable to each Category shall be reduced as applicable by the amount of any distribution to shareholders and by any expenses paid.

The AIFM has appointed Credit Suisse Fund Services (Luxembourg) S.A. to calculate the Company's Net Asset Value.

The AIFM is responsible for ensuring that proper and independent valuation of the assets of the Company and the calculation and publication of the Net Asset Value can be performed.

The assets and liabilities of the Company will be valued in accordance with the AIFM's valuation policy consistent with the provisions outlined below. Specific details on the method of valuation of the assets and liabilities of the Company are set out in the AIFM's valuation policy and include the following:

- (a) details of the competence and independence of the personnel who are effectively carrying out the valuation of assets;
- (b) the specific investment strategies of the Company;
- (c) the controls over the selection of valuation inputs and the assets that the Company might invest in;
- (d) the escalation channels for resolving differences in values for assets;
- (e) the valuation of any adjustments related to the size and liquidity of positions, or to changes in the market conditions, as appropriate;
- (f) the appropriate time for closing the books for valuation purposes; and
- (g) the appropriate frequency for valuing assets.

The AIFM may consult with and seek the advice of the Investment Manager in valuing the Company's assets. Net Asset Value calculations as of the Company's financial year-end are audited by the Auditor and may be revised as a result of such audit.

In no event shall the Board of Directors, the AIFM, the Depositary or the Investment Manager incur any individual liability or responsibility for any determination made or other action taken or omitted by them in connection with the valuation of the Company's assets in the absence of negligence, wilful misfeasance or bad faith. The AIFM will be liable to the Company for any losses suffered as a result from the AIFM's negligence or intentional failure to perform its obligations. Securities held by the Company (including shares or units in closed-end UCI) which are quoted or dealt in on a stock exchange will be valued at their latest available published stock exchange closing price and where appropriate the bid market price on the stock exchange which is normally the principal market for such securities and each security dealt in on any other organised market will be valued in a manner as near as possible to that for quoted securities.

The valuation of a security denominated in a currency other than the reference currency of the relevant Sub-Fund is determined in that currency and converted into the reference currency at the prevailing mid-market foreign exchange rate on the relevant Valuation Day (as defined for each Sub-Fund) as determined by the AIFM.

The valuation of securities not quoted or dealt in on a stock exchange or another organised market and of securities which are so quoted or dealt in but in respect of which no price quotation is available or the price quoted is not representative of the securities' fair market value, shall be determined prudently and in good faith on the basis of their reasonably foreseeable sale prices.

Money market instruments and cash will be valued at face value. When valuing any of the Company's assets any accrued interest shall be added.

Shares or units in UCI will be valued at the actual net asset value for such shares or units as of the relevant Valuation Day, or if no such actual net asset value is available they shall be valued at the estimated net asset value as of such Valuation Day, or if no such estimated net asset value is available they shall be valued at the last available actual or estimated net asset value which is calculated prior to such Valuation Day whichever is the closer to such Valuation Day. Provided that if events have occurred which may have resulted in a material change in the net asset value of such shares or units since the date on which such actual or estimated net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the AIFM, such change. In respect of shares or units held by the Company, for which issues and redemptions are restricted and a secondary market trading is effected between dealers who, as main market makers, offer prices in response to market conditions, the AIFM may decide to value such shares or units in line with the realisation prices so established. If events have occurred which may have resulted in a material change of the net asset value of such shares or units in other UCI since the day on which the latest net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the AIFM, such change of value. The AIFM may rely solely on the valuations provided by the UCI with respect to the investment such UCI has made. Valuations provided by the UCI may be subject to adjustments made by such UCI subsequent to the determination of the Net Asset Value of a Sub-Fund. Such adjustments, whether increasing or decreasing the Net Asset Value of a Sub-Fund, will not affect the amount of the redemption proceeds received by redeeming shareholders. As a result, to the extent that such subsequently adjusted valuations from the UCI adversely affect the Net Asset Value of a Sub-Fund, the remaining outstanding shares of such Sub-Fund will be adversely affected by redemptions. Conversely, any increases in the Net Asset Value of a Sub-Fund resulting from such subsequently adjusted valuations will be entirely for the benefit of the remaining outstanding shares of such Sub-Fund.

All other assets will be valued at their respective fair values as determined in good faith by the AIFM in accordance with generally accepted valuation principles and procedures.

The Board of Directors, upon consultation with the AIFM, may suspend the determination of the Net Asset Value of the Shares and the issue, redemption and conversion of its Shares during:

- (a) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the Company from time to time are quoted is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended;
- (b) any period when the net asset value of one or more UCI, in which the Company will have invested and the units or the shares of which constitute a significant part of the assets of the Company, cannot be determined accurately so as to reflect their fair market value as at the Valuation Day (as defined for each Sub-Fund);
- (c) the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets owned by the Company would be impracticable;
- (d) any breakdown in the means of communication normally employed in determining the price of any of the investments or the current prices on any market or stock exchange;
- (e) any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot in the opinion of the Board of Directors be effected at normal rates of exchange; or
- (f) during any other circumstance or circumstances beyond the control and responsibility of the Board of Directors where a failure to do so might result in a Sub-Fund or its shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment which the Sub-Fund or its shareholders might not otherwise have suffered.

The issue, redemption and conversion of Shares in the Sub-Fund(s) concerned will also be suspended during any such period where the Net Asset Value is not determined.

Any such suspension shall be notified to shareholders requesting issue or redemption of Shares by the Company at the time of the filing of the relevant application.

10 FEES AND EXPENSES

10.1 Costs and Fees Incurred by the Shareholder

- (a) **Subscription Fee**
To cover the costs incurred from the placement of the Shares, the Company may, as defined in the Annex for the relevant Sub-Fund (if applicable), charge a subscription fee on the Net Asset Value of newly issued Shares in favour of the Company, the Depositary and/or authorised distributors in Luxembourg or abroad.
- (b) **Redemption Fee**
No Redemption Fees will be charged unless explicitly stated in the Annex of the relevant Sub-Fund (if applicable).
- (c) **Conversion Fee**
For the change from one Sub-Fund to another, as requested by the investor, the Company may charge a fee on the Net Asset Value of the original Sub-Fund, as set forth in the Annex for the relevant Sub-Fund.

No fee will be charged if the change is from one Category of a Sub-Fund to another Category of the same Sub-Fund.

10.2 Fees for Services of Principal Agents

(a) Management Fee

The AIFM is entitled to receive, out of the assets of each Sub-Fund, an annual fee for the asset management and distribution (the “**Management Fee**”) of the relevant Sub-Fund. For certain Categories of a certain Sub-Fund, the Management Fee may only be charged for asset management. The fees for each Category are set forth in the Annex for the relevant Sub-Fund and are calculated on the basis of the net assets of each Sub-Fund at each Valuation Day and charged pro rata temporis on such Valuation Day by the AIFM who then transfers such fee to the Investment Manager and, as the case may be, a distributor.

(b) Operational Costs

The Principal Agents, to the extent not already mentioned in the previous paragraph, including the Depositary, the Administrator and the AIFM are entitled to receive, out of the assets of each Sub-Fund, fees and commissions, the sum of all such fees being the “**Operational Costs**”. Such costs are set forth in the Annex for the relevant Sub-Fund and are calculated on the basis of the net assets of each Sub-Fund as at each Valuation Day and charged pro rata temporis on such Valuation Day.

10.3 Ordinary expenses

In addition, the AIFM, the Depositary and the other Principal Agents are entitled to compensation for the following expenses actually incurred in the exercise of their functions:

- (a) fees for the insurance manager that is involved in the closing and administration of collateralised reinsurance contracts;
- (b) any costs for the preparation, printing and forwarding of annual and semi-annual reports or any other publications required by law or regulation;
- (c) professional fees for legal services incurred by the Company, the AIFM, the Depositary, or the other Principal Agents when acting in the best interest of the shareholders;
- (d) costs of the publication of notices from a Sub-Fund to shareholders in the publication media and, if applicable, any newspapers or electronic media specified by the AIFM or the Company, including price publications, provided, however, that any such publications or notices are strictly limited to those required by law or regulation;
- (e) fees and costs for permits and the supervision of a Sub-Fund in Luxembourg and abroad;
- (f) any and all taxes imposed on the assets, earnings and expenses of a Sub-Fund, to the extent they are borne by the Sub-Fund;
- (g) fees and costs caused by any other legal and regulatory rules that the Company needs to comply with when implementing the investment strategy (such as reporting and other costs necessary to comply with the European Market Infrastructure Regulation (EMIR; EU Regulation 648/2012));
- (h) any fees incurred in connection with any listing of a Sub-Fund and the distribution in Luxembourg and abroad (e.g. fees charged by financial regulators, advisory, legal and translation costs);
- (i) fees, expenses and remuneration in connection with the determination and publication of tax factors for the EU/EEA countries and/or any other countries where distribution licences and/or private placements exist, according to the actual expenditure incurred at market rates;

- (j) fees of paying agents, representatives and other parties with similar functions in Luxembourg and abroad;
- (k) an appropriate share in the costs of printed material and advertising incurred in direct connection with the offering and selling of Shares;
- (l) fees of auditors and tax advisers, provided that these expenses are incurred in the best interest of the shareholders; and
- (m) costs of any extraordinary arrangements required under the 2010 Law (e.g. amendments to fund documents); and
- (n) including fees and expenses necessarily incurred in enhancing the Company upon the introduction of AIFMD to bring it in line with its requirements.

The applicable fee amount for each Category as well as the applicable total expense ratio are shown in the annual report.

10.4 Transaction costs

Moreover, the Sub-Funds bear any and all ancillary costs as incurred arising from asset management for the sale and purchase of investments (broker commissions in line with the market, commissions, levies, transaction costs), as well as any and all taxes imposed on the assets of the relevant Sub-Fund and its earnings and expenditure (such as withholding taxes on foreign earnings). In addition, the Sub-Funds bear any external costs, i.e. third-party fees incurred through the sale and purchase of investments as well as any costs for the management and administrative services relating to collateralised reinsurance contracts, which are provided by an insurance manager, the trustee as well as the escrow agent and/or provider of the letters of credit, as applicable, insofar as such costs are not already defined above. Some but not all of these costs are generally set off directly against the cost price or sales value of the relevant investments. In addition, any currency hedging costs are also charged to either the Sub-Fund or the relevant Category, if and as applicable.

10.5 Formation costs

The costs for the formation of the Company and the initial offering of Shares (e.g. fees for permits, preparation and printing of Prospectuses in all necessary languages) will be expensed, over a five-year period, against the assets of the Sub-Funds existing at the time of formation. The costs of formation are allocated on a pro rata basis to the relevant Sub-Funds. Any costs associated with the inception of additional Sub-Funds will be expensed, over a five-year period, against the assets of the relevant Sub-Funds they are attributable to.

10.6 Extraordinary expenses

Furthermore, the Company and / or the AIFM, as appropriate, may charge extraordinary expenses to the individual Sub-Funds.

Extraordinary expenses are comprised of the expenses that are incurred solely to safeguard the relevant interests and as part of ordinary business operations and which were not foreseeable at the time of incepting the relevant Sub-Fund. More specifically, extraordinary expenses are the costs for the pursuit of legal claims in the interest of the Company, the Sub-Fund or the shareholders.

10.7 Inducements

In connection with the purchase and sale of assets and rights for the Company, the AIFM, the Depositary and any of their agents/representatives will ensure that any inducements inure, directly or indirectly, to the benefit of the respective Sub-Fund, and that all further conditions imposed by the AIFMD are satisfied. The AIFM is entitled to charge a fee of no more than 10% of the inducements for any services related to the collection of the inducements.

11 DATA PROTECTION

Prospective investors should note that, by virtue of making an investment in the Company and the associated interactions with the Company and its affiliates and delegates (including completing the Application Form, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Company with personal information on individuals connected with the investor (for example, directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Company, its affiliates, its delegates and the Depositary with certain personal information which constitutes personal data within the meaning of the General Data Protection Regulation (Regulation 2016/679) and any consequential data protection legislation applicable in Luxembourg (the “**Data Protection Legislation**”). The Company shall act as a data controller in respect of this personal data and its affiliates and delegates, such as the AIFM, the Central Administrative Agent, the Paying Agents, the Investment Manager, and any distributor, may act as data processors (or joint data controllers, in some circumstances). The Depositary will act as independent data controller.

The Company has prepared a document outlining the Company’s data protection obligations and the data protection rights of individuals under the Data Protection Legislation (the “**Privacy Notice**”).

All new investors shall receive a copy of the Privacy Notice as part of the process to subscribe for Shares in the Company and a copy of the Privacy Notice was sent to all existing investors in the Company prior to the Data Protection Legislation coming into effect.

The Privacy Notice contains information on the following matters in relation to data protection:

- (a) that investors will provide the Company with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation;
- (b) a description of the purposes and legal bases for which the personal data may be used;
- (c) details on the transmission of personal data, including (if applicable) to entities located outside of the EEA;
- (d) details of the data protection measures taken by the Company;
- (e) an outline of the various protection rights of individuals as data subjects under the Data Protection Legislation;
- (f) information on the Company’s policy for retention of personal data; and
- (g) contact details for further information on data protection matters.

Given the specific purposes for which the Company, its affiliates, its delegates and the Depositary envisage using personal data, under the provisions of the Data Protection Legislation, it is not anticipated that individual consent will be required for such use. However, as outlined in the Privacy Notice, individuals have the right to object to the processing of their data where the Company has considered this to be necessary for the purposes of its or a third party’s legitimate interests.

12 TAXATION

The following information is of a general nature only and is based on the Company’s understanding of certain aspects of the laws and practice in force in Luxembourg as of the date of this Prospectus. It does not purport to be a comprehensive description of all of the tax considerations that might be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. It is a description of the essential material Luxembourg tax consequences with respect to the shares and may not include tax considerations that arise from rules of general application or that are generally assumed to be known to shareholders. This summary is based on the laws in force in Luxembourg on the date of this Prospectus and is subject to any change in law that may take effect after such date. Prospective shareholders should consult their professional advisors with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*), personal income tax (*impôt sur le revenu*) as well as a temporary equalisation tax (*impôt d'équilibrage budgétaire temporaire*) generally. Corporate taxpayers may further be subject to net worth tax (*impôt sur la fortune*), as well as other duties, levies or taxes. Corporate income tax, municipal business tax, as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax, the solidarity surcharge and to the temporary equalisation tax. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

12.1 Taxation of the Company

(a) Subscription tax

The Company is as a rule liable in Luxembourg to a subscription tax (*taxe d'abonnement*) at a rate of 0.05% per annum of its net assets and 0.01% per annum of the net assets of the relevant Category if such Category is reserved for Institutional Investors. Such tax is payable quarterly and calculated on the Net Asset Value of the relevant Category at the Valuation Day.

An exemption from subscription tax applies in the following cases:

- i. for the value of the assets represented by shares or units held in other undertakings for collective investment, to the extent such units have already been subject to the subscription tax provided by the 2007 Law or the 2010 Law;
- ii. for UCI, as well as individual sub-funds of umbrella UCI with multiple sub-funds:
 - (a) the exclusive object of which is the collective investment in money market instruments and the placing of deposits with credit institutions; and,
 - (b) the weighted residual portfolio maturity of which does not exceed 90 days; and,
 - (c) that have obtained the highest possible rating from a recognised rating agency;
- iii. for UCI, the securities of which are reserved for (i) institutions for occupational retirement provision, or similar investment vehicles, set up on one or several employers' initiative for the benefit of their employees and (ii) companies of one or several employers investing the funds they own, in order to provide their employees with retirement benefits;
- iv. or UCI as well as individual sub-funds of umbrella UCI with multiple sub-funds whose main objective is the investment in microfinance institutions.

(b) Withholding tax

Under current Luxembourg tax law, there is no withholding tax on any distribution, redemption or payment made by the Company to its investors under the shares of the Company in relation to their Shares. There is also no withholding tax on the distribution of liquidation proceeds to the investors.

Non-resident investors should note that under the Luxembourg law dated 21 June 2005 implementing the EU Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments, as amended (“**EU Savings Directive**”), and several agreements concluded between Luxembourg and certain associated or dependant territories of

the European Union (i.e. Aruba, British Virgin Islands, Curaçao, Guernsey, Isle of Man, Jersey, Montserrat and Sint Maarten – collectively the “Associated Territories”), as amended by the Luxembourg law dated 25 November 2014 (the Laws”), a paying agent (within the meaning of the EU Savings Directive) is required to provide the Luxembourg tax administration with information on payments of interest and other similar income paid by it (or under certain circumstances, to the benefit of) an individual or a residual entity within the meaning of Article 4.2 of the EU Savings Directive (i.e. entities (i) without legal personality (except for a Finnish *avoin yhtiö* and *kommandiittiyhtiö/öppet bolag* and *kommanditbolag* and a Swedish *handelsbolag* and *kommanditbolag*) and (ii) whose profits are not taxed under the general arrangements for the business taxation and (iii) that are not, or have not opted to be considered as, UCITS recognised in accordance with Council Directive 2009/65/EC – a “Residual Entity”) resident or established in another EU Member State other than Luxembourg or in any of the Associated Territories. The Luxembourg tax administration then communicates such information to the competent authorities of such EU Member State or Associated Territory.

Other similar income as defined by the Laws also encompasses (i) income realised upon the sale, refund, redemption of shares or units held in a Luxembourg UCITS, if it invests directly or indirectly more than 25% of its assets in debt claims within the meaning of the EU Tax Savings Directive and to the extent such income corresponds to gains directly or indirectly derived from interest payments, as well as (ii) any income derived from debt claims otherwise distributed by a UCITS where the investment in debt claims of such a UCITS exceeds 15% of its assets.

On 24 March 2014, the Council of the European Union adopted a Council Directive which, inter alia, amends and broadens the scope of the EU Tax Savings Directive to include notably (i) payments made through certain intermediate structures (whether or not established in an EU Member State) for the ultimate benefit of an European Union resident individual, and (ii) a wider range of income similar to interest. The amended EU Tax Savings Directive will have to be transposed by the EU Member States before 1 January 2016.

Finally, the replacement of the amending EU Tax Savings Directive as from 1 January 2017 by an automatic exchange of information in compliance with the Organisation for Economic Co-operation and Development (OECD) standard is currently discussed at the level of the European Union.

(c) Income tax

The Company is not liable to any Luxembourg income tax in Luxembourg.

(d) Value added tax

In Luxembourg, regulated investment funds such as UCI have the status of taxable persons for value added tax (“VAT”) purposes. Accordingly, the Company is considered in Luxembourg as a taxable person for VAT purposes without input VAT deduction right. A VAT exemption applies in Luxembourg for services qualifying as fund management services. Other services supplied to the Company could potentially trigger VAT and require the VAT registration of the Company in Luxembourg. As a result of such VAT registration, the Company will be in a position to fulfil its duty to self-assess the VAT regarded as due in Luxembourg on taxable services (or goods to some extent) purchased from abroad. No VAT liability arises in principle in Luxembourg in respect of any payments by the Company to its investors, to the extent such payments are linked to their subscription to the Shares and do therefore not constitute the consideration received for taxable services supplied.

(e) Other taxes

No stamp duty or other tax is payable in Luxembourg on the issue of Shares in the Company against cash, except a fixed registration duty of EUR 75 upon the Company’s incorporation or if the articles of incorporation of the Company are amended.

The Company is exempt from net wealth tax.

The Company may be subject to withholding tax on dividends and interest and to tax on capital gains in the country of origin of its investments. As the Company itself is exempt from income tax, withholding tax levied at source, if any, is not creditable/refundable in Luxembourg. It is not certain whether the Company itself would be able to benefit from Luxembourg's double tax treaties network. Whether the Company may benefit from a double tax treaty concluded by Luxembourg must be analysed on a case-by-case basis. Indeed, as the Company is structured as an investment company (as opposed to a mere co-ownership of assets), certain double tax treaties signed by Luxembourg may directly be applicable to the Company.

12.2 Taxation of Investors

It is expected that investors in the Company will be resident for tax purposes in many different countries. Consequently, except as set out below, no attempt is made in this Prospectus to summarise the taxation consequences for each investor subscribing, converting, holding or redeeming or otherwise acquiring or disposing of Shares. These consequences will vary in accordance with the law and practice currently in force in an investor's country of citizenship, residence, domicile or incorporation and with his personal circumstances. Investors resident in or citizens of certain countries which have anti-offshore fund legislation may have a current liability to tax on the undistributed income and gains of the Company.

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

(a) Luxembourg tax residency of investors

An Investor will not become resident, nor be deemed to be resident, in Luxembourg, by reason only of the holding of the Shares, or the execution, performance, delivery and/or enforcement thereof.

(b) Taxation of investors

i. Income tax

(a) Luxembourg-resident individuals

Dividends and other payments derived from the Shares by a resident individual investor, who acts in the course of the management of either his/her private wealth or his/her professional/business activity, are subject to income tax at the ordinary progressive rates.

Capital gains realised upon the disposal of the Shares by a resident individual investor, who acts in the course of the management of his/her private wealth, are not subject to income tax, unless said capital gains qualify either as speculative gains or as gains on a substantial participation. Capital gains are deemed to be speculative and are thus subject to income tax at ordinary rates if the Shares are disposed of within 6 months after their acquisition or if their disposal precedes their acquisition. A participation is deemed to be substantial where a resident individual investor holds or has held, either alone or together with his spouse or partner and/or minor children, directly or indirectly at any time within the 5 years preceding the disposal, more than 10% of the Share capital of the company whose Shares are being disposed of. An investor is also deemed to alienate a substantial participation if he acquired free of charge, within the 5 years preceding the transfer, a participation that was constituting a substantial participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same 5-year period). Capital gains realised on a substantial participation more than 6 months after the acquisition thereof are taxed according to the half-global rate method (i.e. the average rate

applicable to the total income is calculated according to progressive income tax rates and half of the average rate is applied to the capital gains realised on the substantial participation). A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the participation.

Capital gains realised on the disposal of the Shares by a resident individual investor, who acts in the course of the management of his/her professional/business activity, are subject to income tax at ordinary rates. Taxable gains are determined as being the difference between the price for which the Shares have been disposed of and the lower of their cost or book value.

(b) Luxembourg-resident companies

A Luxembourg-resident company (*société de capitaux*) must include any profits derived, as well as any gain realised on the sale, disposal or redemption of Shares, in their taxable profits for Luxembourg income tax assessment purposes.

(c) Luxembourg residents benefiting from a special tax regime

Investors who are Luxembourg-resident companies benefiting from a special tax regime, such as (i) undertakings for collective investment governed by the 2010 Law, (ii) specialised investment funds governed by the law of 13 February 2007 on specialised investment funds (as amended) and (iii) family wealth management companies governed by the law of 11 May 2007 (as amended), are income tax exempt entities in Luxembourg, and profits derived from the Shares are thus not subject to Luxembourg income tax.

(d) Luxembourg non-residents

A non-resident, who has neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Shares are attributable, is not liable to any Luxembourg income tax on income received and capital gains realised upon the sale, disposal or redemption of the Shares.

A non-resident having a permanent establishment or a permanent representative in Luxembourg to which or whom the Shares are attributable, must include any income received, as well as any gain realised on the sale, disposal or redemption of Shares, in its taxable income for Luxembourg tax assessment purposes. The same inclusion applies to individual Shareholders, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg, to which or whom the Shares are attributable. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

ii. Net worth tax

A Luxembourg resident, as well as a non-resident who has a permanent establishment or a permanent representative in Luxembourg to which or whom the Shares are attributable, are subject to Luxembourg net worth tax on such Shares, except if the investor is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment governed by the 2010 Law, (iii) a securitisation company governed by the law of 22 March 2004 on securitisation (as amended), (iv) a company governed by the law of 15 June 2004 on venture capital vehicles (as amended), (v) a specialised investment fund governed by the law of 13 February 2007 on specialised investment funds (as amended) or (vi) a family wealth management company governed by the Luxembourg law of 11 May 2007 (as amended).

iii. Other taxes

Under Luxembourg tax law, where an individual Shareholder is a resident of Luxembourg for tax purposes at the time of his/her death, the Shares are included in his or her taxable basis for inheritance purposes. On the contrary, no inheritance tax is levied on the transfer of the Shares upon death of a Shareholder in cases where the deceased was not a resident of Luxembourg for inheritance purposes at the time of his/her death.

Gift tax may be due on a gift or donation of the Shares, if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

12.3 FATCA

FATCA definitions

"**FATCA**" means the Foreign Account Tax Compliance provisions of the United States Hiring Incentives to Restore Employment (HIRE) Act on 18 March 2010, set out in sections 1471 to 1474 of the Code, and any U.S. Treasury regulations issued thereunder, Internal Revenue Service rulings or other official guidance pertaining thereto.

"**FATCA Law**" means the amended Luxembourg law dated 24 July 2015 implementing the Model I Intergovernmental Agreement between the Government of the Grand Duchy of Luxembourg and the Government of the United States of America to Improve International Tax Compliance and with respect to the United States information reporting provisions commonly known as the Foreign Account Tax Compliance Act (FATCA).

FATCA Description

Capitalized terms used in this section should have the meaning as set forth in the FATCA Law (as defined above), unless otherwise provided herein.

The Company may be subject to the so called FATCA legislation which generally requires reporting to the US Internal Revenue Services of non-US financial institutions that do not comply with FATCA and direct or indirect ownership by US persons of non-US entities. As part of the process of implementing FATCA, the US government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

Luxembourg has entered into a Model 1 Intergovernmental Agreement implemented by the Luxembourg law of 24 July 2015, as amended or supplemented from time to time (the "FATCA Law"), which requires Financial Institutions located in Luxembourg to report, when required, information on Financial Accounts held by Specified US Persons, if any, to the Luxembourg tax authorities. Under the terms of the FATCA Law, the Company is likely to be treated as a Luxembourg Reporting Financial Institution.

This status imposes on the Company the obligation to regularly obtain and verify information on all of its Shareholders. On the request of the Company, each Shareholder shall agree to provide certain information, including, in the case of a passive Non-Financial Foreign Entity ("NFFE"), information on the Controlling Persons of such NFFEs, along with the required supporting documentation. Similarly, each Shareholder shall agree to actively provide to the Company within thirty (30) days any information that would affect its status, as for instance a new mailing address or a new residency address.

The FATCA Law may require the Company to disclose the names, addresses and taxpayer identification number (if available) of its Shareholders as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the US Internal Revenue Service.

Shareholders qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their information by the Company.

Additionally, the Company is responsible for the processing of personal data and each Shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Company is to be processed in accordance with the applicable data protection legislation.

Although the Company will attempt to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a withholding tax or penalties as result of the FATCA regime, the value of the Shares held by the Shareholders may suffer material losses. The failure for the Company to obtain such information from each Shareholder and to transmit it to the Luxembourg tax authorities may trigger the thirty percent (30%) withholding tax to be imposed on payments of U.S. source income as well as penalties.

Any Shareholder that fails to comply with the Company's information or documentation requests may be charged with any taxes and/or penalties imposed on the Company as a result of such Shareholder's failure to provide the information or documentation and the Company may, in its sole discretion, redeem the Shares of such Shareholder.

Shareholders who invest through intermediaries are reminded to check if and how their intermediaries will comply with this US withholding tax and reporting regime.

Shareholders should consult a US tax advisor or otherwise seek professional advice regarding the above requirements.

12.4 Common Reporting Standard

CRS Definitions

"CRS" means the Standard for Automatic Exchange of Financial Account Information in Tax matters and its Common Reporting Standard published by the OECD and implemented by the Directive 2014/107/EU amending the Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation, (ii) the OECD's multilateral competent authority agreement to automatically exchange information under the CRS and (iii) the CRS Law.

"CRS Law" means the Luxembourg law dated 18 December 2015 implementing the Directive 2014/107/EU of 9 December 2014 as regards mandatory automatic exchange of information in the field of taxation, as amended or supplemented from time to time, as well as the OECD's multilateral competent authority agreement on automatic exchange of financial account information.

CRS Description

Capitalised terms used in this section should have the meaning as set forth in the CRS Law (as defined above), unless otherwise provided herein.

The Company may be subject to the CRS as set out in the CRS Law which provides for an automatic exchange of financial account information between Member States of the European Union as well as in the OECD's multilateral competent authority agreement on automatic exchange of financial account information signed on 29 October 2014 in Berlin, with effect as of 1 January 2016.

Under the terms of the CRS Law, the Company is likely to be treated as a Luxembourg Reporting Financial Institution. This status imposes on the Company the obligation to annually report to the Luxembourg tax authorities personal and financial information as exhaustively set out in Annex I of the CRS Law (the "Information") related, inter alia, to the identification of, holdings by and payments made to (i) certain shareholders qualifying as Reportable Persons as per the CRS Law and (ii) Controlling Persons of passive non-financial entities ("NFEs") which are themselves Reportable Persons. The Information will include personal data related to the Reportable Persons.

The Company's ability to satisfy its reporting obligations under the CRS Law will depend on each shareholder providing the Company with the Information, along with the required supporting documentary evidence. In this context, the shareholders are hereby informed that, as data controller, the Company will process the Information for the purposes as set out in the CRS Law.

Shareholders qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Company.

Additionally, the Company is responsible for the processing of personal data and each shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Company are to be processed in accordance with the applicable data protection legislation.

The shareholders are further informed that the Information related to Reportable Persons will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction(s). In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the shareholders undertake to inform the Company within thirty (30) days of receipt of these statements should any included personal data not be accurate. The shareholders further undertake to immediately inform the Company of, and provide the Company with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Although the Company will attempt to satisfy any obligation imposed on it to avoid any fines or penalties imposed by the CRS Law, no assurance can be given that the Company will be able to satisfy these obligations. If the Company becomes subject to a fine or penalty as a result of the CRS Law, the value of the Shares held by the shareholders may suffer material losses.

Any shareholder that fails to comply with the Company's Information or documentation requests may be held liable for penalties imposed on the Company as a result of such shareholder's failure to provide the Information or documentation and the Company may, in its sole discretion, redeem the Shares of such shareholders.

Shareholders should contact their own tax advisers regarding the application of the Luxembourg CRS Law to their particular circumstances and their investment in the Company.

13 LIQUIDATION OF THE COMPANY

In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators named by the meeting of shareholders to carry out such dissolution and which shall determine their powers and their compensation.

The net proceeds of liquidation corresponding to each Sub-Fund and Category of Shares shall be distributed by the liquidators to the shareholders of each Sub-Fund and Category pro rata of their holding of Shares in such Sub-Fund and Category.

If the Company is to be put in voluntary liquidation, such liquidation will be carried out in accordance with the provisions of the 2010 Law which specifies the steps to be taken to enable shareholders to participate in the liquidation distribution(s) and in that regard provides for deposit in escrow at the *Caisse de Consignations* of any such amounts which have not promptly been claimed by any shareholders.

Amounts not claimed from escrow within the prescribed period may become forfeit in accordance with the provisions of Luxembourg law.

The Company shall be dissolved in the following events:

- (a) If the capital of the Company falls below two thirds of the Minimum Capital the Board of Directors may decide upon the dissolution of the Company.
- (b) By decision of the general meeting, for which the same quorums shall apply as for the amendment of the Articles of Incorporation.

In the event of dissolution, any resolution deciding the liquidation shall be published in the *Mémorial*, a Luxembourg newspaper with sufficient circulation and sent by notice to the shareholders at their address mentioned in the register of shareholders.

14 DISSOLUTION AND AMALGAMATION OF SUB-FUNDS

In the event that:

- (a) for any reason the value of the total net assets in any Sub-Fund has not reached or has decreased to a minimum amount determined by the Board of Directors on a case by case basis to be the minimum level for such Sub-Fund to be operated in an economically efficient manner; or
- (b) in case of changes in the political, economic or monetary situation; or
- (c) as a matter of economic rationalisation.

14.1 Dissolution of Sub-Funds

The Board of Directors may decide to redeem all the Shares of the relevant Sub-Fund at the Net Asset Value per Share (taking into account actual realisation prices of investments, realisation expenses and liquidation costs) determined on the Calculation Day at which such decision shall take effect.

The Company shall serve a written notice to the shareholders of that relevant Sub-Fund prior to the effective date for the compulsory redemption, which will indicate the reasons of and the procedure for the redemption operation. Unless it is otherwise decided in the interests of, or to maintain equal treatment between the shareholders, the shareholders of the relevant Sub-Fund may continue to request redemption or, to the extent permitted by this Prospectus, conversion of their Shares free of any redemption or conversion fee as stated in the current Prospectus (but taking into account actual realisation prices of investments, realisation expenses and liquidation costs) prior to the date effective for the compulsory redemption.

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraph, the General Meeting will, in any other circumstances, have the power, upon proposal from the Board of Directors, to redeem all the Shares of a Sub-Fund and pay out to the shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments, realisation expenses and liquidation costs) determined on the Calculation Day at which such decision shall take effect. There shall be no quorum requirements for such General Meeting which shall decide by resolution taken by simple majority of expressed votes. The General Meeting will be called upon notices sent to shareholders by post at least forty days prior to the meeting at their addresses in the register of shareholders. Notices will also be published in the *Mémorial*. Such notices will set forth the agenda and specify the time and place of the meeting and the conditions of admission thereto and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities at the meeting.

Assets which the Company was unable to distribute to their beneficiaries during the pay-out process will be deposited with the Depositary for a period of six months thereafter; after such period, the assets will be deposited with the *Caisse des Consignations* on behalf of the persons entitled thereto.

All redeemed Shares shall be cancelled.

14.2 Merger of Sub-Funds or Categories

Under the same circumstances, the Board of Directors may decide to allocate the assets of some Sub-Funds or Categories to those of another Sub-Fund or Category of the Company or to another UCI governed by the 2010 Law and to re-designate the Shares of the Sub-Fund concerned as Shares of that new Sub-Fund or Category (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders).

Such decision will be published in the same manner as described in the section 13 “Liquidation of the Company” (the publication will, in addition, contain information in relation to the new fund), one month prior to the effectiveness thereof in order to enable shareholders to request redemption or conversion of their Shares, free of any redemption or conversion fee as stated in the current Prospectus, during such a period of one month.

The one-month notice may be waived provided that all concerned shareholders have provided their written consent.

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraphs, the General Meeting of any one or all categories issued in any Sub-Fund will, in any other circumstances, have the power, upon proposal from the Board of Directors, to resolve to redeem all the Shares of the relevant category and refund to the shareholders the net asset value of their Shares calculated on the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such General Meeting which shall decide by resolution taken by simple majority of expressed votes.

Notwithstanding the powers conferred to the Board of Directors by the preceding paragraphs, the General Meeting of a Sub-Fund will, in any other circumstances, have the power, upon proposal from the Board of Directors, to contribute the assets and liabilities attributable to such Sub-Fund to another Sub-Fund within the Company. There shall be no quorum requirements for such General Meeting which shall decide upon such amalgamation by resolution taken by simple majority of expressed votes.

The decision to merge a Sub-Fund into another UCI or a sub-fund of another UCI in the circumstances and in the manner described in the preceding paragraphs may also be taken at a General Meeting of the Sub-Fund to be merged where no quorum is required and where the decision to merge must be approved by shareholders holding at least 50% of the expressed votes.

For any detail by Sub-Fund, please refer to the relevant Annex.

15 MEETINGS AND REPORTS

The annual general meeting of shareholders of the Company (the “**General Meeting**”) will be held at the registered office of the Company in Luxembourg on the fourth Thursday of February in each year at 15:00 (Luxembourg time) or if such day is not a Business Day on the next Business Day. For the first time the General Meeting will take place on 27 February 2015. Notices of all General Meetings will be published in the *Mémorial* to the extent required by Luxembourg law and in such other newspapers as the Board of Directors shall determine and will be sent to the shareholders by post at least eight days prior to the meeting at their addresses in the register of shareholders. Such notices will include the agenda and specify the time and place of the meeting, the conditions of admission and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities required for the meeting. The requirements as to attendance, quorum and majorities at all general meetings will be those laid down in Articles 67, 67-1 and 68 of the law of 10 August 1915 on commercial companies (as amended) of the Grand Duchy of Luxembourg and in the Articles of Incorporation. The same provisions shall apply to the Sub-Fund and/or Category meetings.

Matters regarding the Sub-Funds or Categories, such as the vote on the payment of a dividend on a particular Sub-Fund or Category, may be decided by a vote of the meeting of shareholders of the Sub-Fund or Category concerned.

Audited annual reports will be mailed on request to each shareholder at his registered address and will be made available at the registered office of the Company.

The financial year of the Company terminates on 30 September in each year and for the first time on 30 September 2014.

The reference currency of the Company is the USD. The aforesaid reports will comprise consolidated accounts of the Company expressed in USD as well as individual information on each Sub-Fund expressed in the reference currency of each Sub-Fund and will be prepared in accordance with Luxembourg Generally Accepted Accounting Principles (“Luxembourg GAAP”) and the valuation principles applicable to the Company (please refer to section 9 above for more detail in this respect). Unless indicated otherwise in the Annex for the relevant Sub-Fund, the reference currency of the Sub-Funds is the USD.

Investors may at any time require information concerning UCI in which the Company invests at the registered office of the Company. The latest Net Asset Value will be available to (prospective)

shareholders online at www.lgtcp.com/en/regulatory-information/. Investors may, upon request, be entitled to receive additional information, confirmations and disclosures in relation to the Company.

A key investor information document (KID) established for the purpose of marketing the Categories to Retail Investors in compliance with the provisions of the 2010 Law and the 2018 Law is made available by the AIFM to all Retail Investors contemplating an investment in those Categories that are available for Retail Investors (please see the relevant Annex for details). The KID may be obtained on the website www.lgtcp.com/en/regulatory-information/ or in paper form from the AIFM upon request.

The AIFM will periodically (and on at least an annual basis) make available to shareholders the following information, which shall be available by contacting the AIFM at the email address lgt.cpeire@lgtcp.com; or by phone + 353 1 433 7420; or at the address of the AIFM being Third Floor, 30 Herbert Street, Dublin 2, Ireland:

- (a) the current risk profile of the Company and the risk management systems employed by the AIFM to manage those risks, including (i) measures to assess the sensitivity of the Company's portfolio to the most relevant risks to which the Company is or could be exposed; (ii) if risk limits set by the AIFM have been or are likely to be exceeded and where these risk limits have been exceeded, a description of the circumstances and the remedial measures taken; (iii) any change to the risk management systems employed by the AIFM and the anticipated impact of the change on the Company and the shareholders;
- (b) information on any changes to the AIFM's liquidity management systems and procedures for the Company; and
- (c) the percentage of each Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature.

16 MATERIAL DOCUMENTS

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into and are or may be material:

- (a) A management agreement effective as of 1 December 2014 (as amended from time to time) between the Company and the AIFM pursuant to which the AIFM was appointed as external AIFM of the Company. This agreement may be terminated by either party by giving not less than 90 calendar days' written notice to the other. Notwithstanding the foregoing the Company may terminate the management agreement at any time and without notice if deemed necessary in the interest of shareholders.
- (b) An Investment Management Agreement effective as of 1 December 2014 (as amended from time to time) between the AIFM and the Investment Manager pursuant to which the latter was appointed, to provide the investment management of the Company's investments. The Investment Management Agreement is for an undetermined period and may be terminated by either party by giving not less than 90 calendar days' written notice to the other. Notwithstanding the foregoing the AIFM may terminate the Investment Management Agreement at any time and without notice if deemed necessary in the interest of shareholders.
- (c) A depositary and paying agent services agreement effective as of 18 July 2014 (as amended from time to time) between the Company, the AIFM and the Depositary pursuant to which the latter was appointed as depositary of the assets of the Company, as well as principal paying agent. This agreement may be terminated by either party by giving not less than 90 calendar days' written notice to the other.
- (d) An agreement effective as of 18 July 2014 (as amended from time to time) between the Company, the AIFM and Credit Suisse Fund Services (Luxembourg) S.A. pursuant to which the latter was appointed as Administrator to provide administrative services for the Company.

This agreement may be terminated by either party by giving not less than three months' written notice to the other.

- (e) An agreement effective as of 30 August 2013 (as amended from time to time) between the Company and Credit Suisse Fund Services (Luxembourg) S.A., pursuant to which the latter was appointed domiciliary agent of the Company (the “**Domiciliary Agreement**”). The Domiciliary Agreement may be terminated by either party by giving not less than 90 calendar days' written notice to the other.

Any such contract may be amended by mutual consent of the parties thereto, the decision on behalf of the Company being made by its Board of Directors.

Copies of the material contracts referred to above are available for inspection at the registered office of the Company in Luxembourg. Copies of the Articles of Incorporation of the Company, of the current Prospectus and of the latest financial reports may be obtained on request at the Company's registered office.

ANNEX 1

DETAILS OF THE SUB-FUND “LGT (LUX) III – ILS PLUS FUND”

The Sub-Fund invests in a diversified portfolio of non-life and life insurance-related risks. The portfolio is characterised by a medium risk and return profile.

1 CATEGORIES OF SHARES WITHIN THE SUB-FUND

The Sub-Fund may issue Shares in the Categories listed in the table at the end of this Annex 1.

All non-USD Categories will be hedged to a large extent (at least 50%) against currency risks. The Net Asset Values of the non-USD Categories will not develop in the same way as those of the Categories issued in the reference currency of the Sub-Fund. Excess hedging not exceeding 10% of the Net Asset Value of the relevant Category may occur from time to time on a transitory basis.

2 USE OF INCOME

- (a) Share classes B: accumulation
- (b) Share classes B2: accumulation
- (c) Share classes C: accumulation
- (d) Share classes I1: accumulation
- (e) Share classes I1A: distribution
- (f) Share classes I2: accumulation
- (g) Share classes I2A: distribution
- (h) Share classes IM: accumulation

3 RESTRICTIONS TO SUBSCRIPTIONS

Category B and Category B2 Shares are open to investors who invest at least the Minimum Initial Subscription Amount mentioned below.

Category C Shares are open to the following investors:

- (a) Institutional Investors;
- (b) Clients of banks in the United Kingdom of Great Britain and Northern Ireland and the Netherlands;
- (c) Clients of LGT Group companies after signing a separate, written, and fee-bearing Agreement regarding services (provided by LGT Group companies) without remunerations by third parties (LGT Group companies or third parties);
- (d) Clients (who do not hold an account with LGT Group companies) of asset managers and banks not affiliated with LGT Group within the scope of a written and fee-bearing asset management or advisory mandate;
- (e) In the case of a corresponding agreement between the client or intermediary and the AIFM.

LGT Group may demand supporting documentation for verification thereof. Investors have no right to the delivery of Shares of this class. Should the conditions set out above no longer be fulfilled, the Company can arrange for the transfer into another Share class, for which the investor qualifies.

Category I1, I1A, I2 and I2A Shares are not available for Retail Investors and only open to Institutional Investors who invest at least the Minimum Initial Subscription Amount mentioned below.

Category (USD) IM Shares are only open to investors who invest at least the Minimum Initial Subscription Amount as mentioned below and meet the following requirements:

- (a) All entities, in which LGT Group Foundation has a direct or indirect holding;
- (b) Employees of LGT Group entities as well as the directors of the Company and the AIFM; or
- (c) Existence of an asset management agreement, investment management agreement, investment advisory agreement, cooperation agreement, or other comparable agreement between a Permitted Investor as defined below and an LGT Group company; or fund products or similar products or certificates promoted by LGT Group. Permitted Investors with regard to the Category (USD) IM consist of domestic and foreign:
 - Entities subject to the supervision of financial market or insurance regulators (banks, etc.);
 - Institutions of the private or public pension/retirement system, including such of supranational organisations (pension funds, etc.);
 - Undertakings for collective investments (“UCI”);
 - Holding, investment, financial, or operating companies; or
 - All types of public agencies.

4 MINIMUM INITIAL SUBSCRIPTION AMOUNT

Investments in Shares of the Sub-Fund shall be subject to the Minimum Initial Subscription Amounts (listed in the table at the end of this Annex 1), which shall be determined by reference to the Subscription Price paid in respect of the Shares held in the relevant Category.

The Board of Directors is free to waive these Minimum Initial Subscription Amounts subject to regulatory limitations and subject to all subscribers being treated fairly.

5 INVESTMENT OBJECTIVES AND POLICY OF THE SUB-FUND

The investment objective of the Sub-Fund is a long-term investment in a diversified portfolio of insurance-linked investments. The Sub-Fund has a medium risk and return profile.

The objective of the Sub-Fund is to achieve a low correlation to the returns on traditional bond, equity and alternative investments, and to achieve relatively low fluctuations in value, depending on the occurrence or non-occurrence of insured events. The Sub-Fund is managed by a team of industry experts.

The AIFM and the Investment Manager will, in accordance with the investment objectives directly or indirectly purchase or sell financial instruments, the return or performance of which are linked to insured events. These instruments include but are not necessarily limited to insurance-linked securities (e.g. cat bonds), collateralised reinsurance contracts including ISDA-based derivatives (e.g. industry-loss warranties or ILW), and insurance-linked derivatives including exchange-traded derivatives (e.g. hurricane futures). For the avoidance of doubt, the Sub-Fund will not invest in any life settlement policies or derivatives thereof.

Due to the long-term or open-ended nature of reinsurance and insurance risks, the strategy of the AIFM and the Investment Manager will be to enter into financial investments where the term of the underlying risks is capped at the earlier of i) the final maturity date or ii) the commutation date.

The main strategy is to create a diversified portfolio of insurance risks, which are quantifiable and can be modelled by scientific and mathematical models and techniques. The AIFM and the Investment Manager seek to achieve a portfolio that is diversified across a number of dimensions, such as regions, peril, trigger, insurance buyer or seller, etc.

In order to achieve the investment objectives the Sub-Fund may also purchase shares of UCI, which pursue similar investment strategies to those of the Sub-Fund, and hold liquid assets such as cash and cash equivalents as well as money market funds.

6 SUSTAINABLE FINANCE DISCLOSURE REGULATION

The European Union Sustainable Finance Disclosure Regulation (“**SFDR**”) is designed to support the move towards of a more sustainable financial system by providing transparency to which extent a financial product has environmental and/or social characteristics, holds sustainable investments or has an environmental or social investment objective.

Under SFDR, investment funds are classified into one of three groups based on the degree of consideration given to sustainability and binding investment criteria, with specific disclosures required for each:

- "Article 6" – Funds that integrate ESG factors and sustainability risks into their investment process, but do not give binding commitments.
- "Article 8" – Funds that promote social and/or environmental characteristics and give binding commitments but do not have a specific, measurable environmental or social objective.
- "Article 9" – Funds that have a specific, measurable environmental or social investment objective and give binding commitments.

The Sub-Fund is classified as Article 8 fund (“**ESG Oriented Fund**”). The Sub-Fund promotes environmental and social characteristics according to SFDR Article 8, but it does not have an environmental or social investment objective according to SFDR Article 9.

For further information on the Sub-Fund’s SFDR-related disclosures and how the Sub-Fund meets the criteria of an ESG Oriented Fund, please refer to the SFDR Annex of this Annex 1.

The Sub-Fund integrates environmental, social and governance (“**ESG**”) factors into the investment process, with the aim to reduce controversial exposures (e.g. to the fossil fuel sector) and to mitigate sustainability risks. For further information on the integration of sustainability risks, please refer to section 4 of the Prospectus.

7 INVESTMENT CATEGORIES

The insurance-linked investment categories can best be grouped and characterised as follows:

(a) Insurance-Linked Securities (“**ILS**”)

These instruments are generally structured as bonds, notes, certificates or preference shares. ILS are securities where the coupon and/or return are dependent on the probability or actual non-occurrence of insured natural catastrophe events such as storms, hurricanes, earthquakes, floods and other natural perils. These securities are generally issued pursuant to Rule 144A under the US Securities Act and, in certain circumstances, such securities are sold in private placements.

ILS are traded predominantly over the counter (“**OTC**”). On behalf of the Sub-Fund, OTC transactions may only be entered into with counterparties that qualify as financial intermediaries or are subject to a direct governmental supervision or an equivalent authority abroad. Financial intermediaries are banks, fund management companies, insurance companies and securities dealers.

Only ILS which are quoted by at least one financial intermediary may be acquired.

(b) Collateralised Reinsurance Contracts (“**CRI**”)

These instruments provide exposure to insurance-linked risks through contracts similar to swaps whose performance is linked to the occurrence or non-occurrence of certain clearly defined insured events.

The return on CRI is primarily tied to insurable events such as natural catastrophes (hurricanes, earthquakes, tropical cyclones, winter storms and others), mortality, longevity, aviation, marine, energy, motor, property, engineering and other events.

Most CRI are based on two kinds of related agreements:

- i. A cooperation and indemnification agreement (“**C&I**”) or funding agreement between the Sub-Fund and a transformer, or alternatively, preference shares of a transformer, which is a company (“**Reinsurer**”) that holds a licence to conduct (re-) insurance business (e.g. in the form of a segregated account company or a special purpose insurer); and
- ii. reinsurance contracts, which are ultimate net loss swaps (“**UNL**”) between the Reinsurer and the reinsured counterparties (typically insurance or reinsurance companies).

In a first step, the Reinsurer enters into UNL with counterparties that intend to buy or sell protection. At the same time, through the C&I or funding agreement, the Sub-Fund indemnifies the Reinsurer (or its segregated account, if applicable) in order to hold the latter harmless from a profit and loss perspective.

A UNL is an agreement according to which the parties agree to exchange cash flows calculated by reference to a notional amount. The protection buyer will pay to the protection seller a premium related to a clearly defined insurance-linked risk and the protection seller will agree to pay potential losses of the protection buyer in case of a trigger event. Usually the protection buyer will pay to the protection seller a specified fixed amount (premium) upfront, while the protection seller will pay specified amounts to the extent such loss estimates or indices exceed specific trigger levels. The total amount payable is limited by an upper boundary, which is the notional principal of the contract.

The Sub-Fund may collateralise its obligations under such CRI with cash and money market instruments. The collateral may be held in the accounts of the Depository or in escrow accounts opened at a third-party credit institution acting as trustee for such purpose.

The AIFM and the Investment Manager will generally invest in insurance-linked risks (‘long positions’) but also may buy insurance protection (‘short positions’) structured as CRI in order to reduce certain exposures and balance the portfolio.

Another prominent example of CRI are Industry-Loss Warranties (“**ILW**”), where the protection seller undertakes to pay to the protection buyer a pre-defined amount (notional) upon the occurrence of a certain condition. This condition is triggered if the estimated damage caused by a precisely defined event (e.g. a hurricane) exceeds a pre-determined threshold. The Sub-Fund will in most cases sell protection and receive a premium from the protection buyer at the start of the contract.

CRI are not exchange-traded or subject to direct government regulation. These instruments, which are bilateral and include bespoke terms, are executed through an informal network of banks and other dealers, which have no market-making obligations for these instruments. However, the instruments are typically short-term investments (maturity usually between 6 and 18 months) and can be economically neutralised or liquidated during their lifetime prior to maturity.

8 RISK FACTORS

No guarantee can be given that the objective of the investment policy will be achieved. Accordingly, the value of the Shares of the Sub-Fund may decrease as well as increase.

Investors should read the information contained in the main part of the Prospectus, in section 4 “General Risk Factors”. In addition, the following specific risk factors should be considered with regard to insurance-linked investments (this list is not exhaustive):

8.1 Event Risk

Event risk is a prominent feature of insurance-linked investments. This is in contrast to (corporate) bonds, where the risks are primarily dependent on the issuer quality. If an insured event occurs and the defined thresholds are exceeded, the value of an individual investment may be reduced substantially with the possibility of a total loss.

The event risk refers to the occurrence of an insured event which exceeds certain clearly defined thresholds. Event risks include:

- (a) Hurricane USA
- (b) Earthquake USA
- (c) Windstorm Europe
- (d) Earthquake Europe
- (e) Flood Europe
- (f) Typhoon Japan
- (g) Earthquake Japan
- (h) Cyclone Australia
- (i) Earthquake Australia
- (j) Pandemic event
- (k) Man-made catastrophe event (fire & explosion)
- (l) Aviation accident

This list is not exhaustive.

These insurance events must always be specified and documented in detail as part of any investment. If an insured event (e.g. an earthquake in Japan) occurs and the contractually defined threshold is exceeded, the value of an individual investment may be reduced to the extent of a total loss.

Example: an CRI with a reinsurance company acting as protection buyer covers damages arising from earthquakes in Japan. If a trigger event arises, the investment within the Sub-Fund may decrease in value and may lead to a partial or total loss and consequently a payment of the partial or full notional amount to the protection buyer under the terms and conditions of the CRI. In such an event, the Net Asset Value of the Sub-Fund is reduced in line with the weighting of the CRI in the Sub-Fund.

In order to reduce and diversify event risks the AIFM and the Investment Manager ensure that investments are broadly diversified. Diversification can be reached along the following dimensions:

- (a) Peril (e.g. hurricane, earthquake, typhoon etc.)
- (b) Region (e.g. Florida, Texas, Mexico, Germany, Japan etc.)
- (c) Trigger type (industry loss, parametric, indemnity etc.)
- (d) Trigger sequence (first event, second event etc.)

- (e) Trigger level (amount of loss, intensity of the event etc.)
- (f) Duration
- (g) Counterparty

This list is not exhaustive.

8.2 Model Risk

The event probability of occurrence of insurance-linked instruments is based on risk models. These models are constantly being revised and further improved and developed, but they necessarily only represent an approximation of reality. The results of these risk models may have uncertainty and errors. Consequently, event risks can be significantly under- or overestimated.

The models are typically updated annually, providing the best possible opportunity to take into account the influence of climate change, changes in the underlying insured assets, etc.

8.3 Counterparty Risk

The Sub-Fund is in particular exposed to the following counterparty risks:

(a) CRI counterparties

The Sub-Fund will engage to a large extent in CRI transactions with reputable and highly-rated counterparties. However, there is no assurance that such counterparty, notwithstanding a requirement for a strong credit rating, will not default or otherwise fail to fulfil the payment obligations to the Sub-Fund. As the Sub-Fund will normally act as protection seller these payment obligations are limited to the payment of a lump sum premium at the beginning of the risk period. The counterparty risk is therefore typically limited to this premium payment. If the counterparty should fail to make a scheduled payment of the agreed premium, the Sub-Fund will terminate the CRI and may add payment obligations to the counterparty asking for compensation for losses due to the cancellation of the contract or otherwise stemming from the failure of the counterparty to make the scheduled payment.

(b) Third-party liabilities

As described in more detail in section 6 (b) of this Annex 1, the Sub-Fund may enter into CRI transactions through the Reinsurer. According to the agreement with the Reinsurer pursuant to which it participates in reinsurance transactions with the Reinsurer the Sub-Fund is not liable for liabilities of other counterparties participating in reinsurance transactions with the Reinsurer. However, investors should be aware that this may not afford full protection against cross-liability risk in all circumstances. Whilst any claims of the Reinsurer's CRI counterparties (i.e. the insured party) are contractually limited to the collateral provided for the relevant CRI, in the unlikely case of claims by third parties (i.e. parties other than CRI counterparties or the Reinsurer's service providers) which exceed the Reinsurer's available capital, the Sub-Fund may be required to assume certain claims, losses, liabilities, demands, actions, proceedings, damages, charges, detriments, costs or expenses (including without limitation legal fees in relation thereto) suffered, incurred or sustained by the Reinsurer.

8.4 Valuation Risk

The Sub-Fund's investment exposure is primarily to OTC instruments which are subject to valuation risks as described in section 4 "General Risk Factors" of this Prospectus.

8.5 Extension or Acceleration of Maturity

Insurance-linked investments often provide for an extension of maturity following the occurrence of an event to enable the insurer to process and audit loss claims where a trigger event has, or possibly has, occurred. Alternatively, the maturity could in certain circumstances be accelerated upon the

occurrence of certain legal, regulatory, credit or structural events. An extension or acceleration of maturity may increase volatility.

This list is not exhaustive.

9 INVESTMENT RESTRICTIONS OF THE SUB-FUND

- (a) The Sub-Fund will not borrow for investment purposes.
- (b) The Sub-Fund will not engage in any securities lending transactions.
- (c) In selecting individual direct or indirect investments, the Sub-Fund must, after the ramp-up period of six months of the Sub-Fund, adhere to the principles of risk diversification and comply with the percentage limits defined below and in section 3 “Investment Restrictions”. These percentages relate to the Sub-Fund’s total assets at market values and must be complied with at all times. All relevant risk parameters have to be aggregated and consolidated on the Sub-Fund level. These risk parameters have to comply with the percentage limits defined below. If the limits are breached as a result of market-related changes or changes in the Sub-Fund’s assets due to subscriptions or redemptions, the investments must be restored to the permitted level within a reasonable period, whilst taking due account of the Sub-Fund shareholders’ interests.

All insurance event risks such as natural catastrophes have to be aggregated and consolidated on the Sub-Fund level. The following restrictions apply to all these event risks. The objective of the restrictions is to further diversify risk.

The following restrictions will apply to the Sub-Fund:

- i.

Instruments	Percentage Limits
Insurance-Linked Securities (ILS)	25% to 100%
Collateralised Reinsurance Contracts (CRI)	0% to 50%
UCI	0% to 50%
- ii. Not more than 20% of the NAV of the Sub-Fund will at any one time be invested in any one target UCI. This restriction is not applicable to the acquisition of securities of target UCI if such target UCI is subject to risk diversification requirements comparable to those applicable to UCI which are subject to Part II of the 2010 Law and if such target UCI are subject in their home country to a permanent supervision by a supervisory authority set up by law in order to ensure the protection of investors. This derogation may not result in an excessive concentration of the investments of the Sub-Fund in one single target UCI provided that for the purpose of this limitation, each compartment of a target UCI with multiple compartments is to be considered as a distinct target UCI if the principle of segregation of the commitments of the different compartments towards third parties is ensured.
- iii. At least 51% of the Net Asset Value of the Sub-Fund shall be invested directly or indirectly in insurance-linked risks.
- iv. Not more than 20% of the NAV of the Sub-Fund will be invested in securities issued by the same issuer or CRI with the same counterparty.
- v. Subject through the limits defined in section 3 “Investment Restrictions” the Sub-Fund may enter into hedging transactions without further limitations.

- (d) In order to optimise the investment degree of the Sub-Fund, the Sub-Fund may pledge up to 100% of its assets to the Depositary or any other bank, which in turn can issue guarantees or letters of credit (the “LoC”) of up to 100% of the assets for the sole purpose of issuing LoC to the counterparties of Collateralised Reinsurance Contracts. LoC are guarantees for the potential loss payments and are commonplace and required in the reinsurance industry. The excess LoC amounts are used to bridge the time (the “LoC Return Delay”) between i) the end of the risk period of each contract and ii) the actual physical return of the respective LoC. Without the excess, the Sub-Fund could not be fully invested during the LoC Return Delay. The risk periods are not overlapping, though, and the excess therefore does not cause the Sub-Fund to be leveraged. For the avoidance of doubt, there is no recourse to shareholders.
- (e) The Sub-Fund, without limitations, may hold, whether directly or indirectly via collective investment schemes, cash or invest in cash equivalents or other investments, including money market and short-term bonds, where such securities have a remaining term to maturity of not more than 15 years and carry a rating at the time of investment or contractual commitment to invest therein of “A+” from Moody’s or “A1” from S&P, or the long-term equivalents of such ratings. The Sub-Fund may also invest in obligations of the U.S. Government, its agencies or instrumentalities, commercial paper, repurchase agreements and certificates of deposit and bankers’ acceptances issued by domestic branches of U.S. banks that are members of the Federal Deposit Insurance Corporation. Any Category may also trade and liquidate positions in exchange-traded futures and options contracts in order to manage interest rate and currency risks in its portfolio.

10 LEVERAGE OF THE SUB-FUND

Under AIFMD, ‘leverage’ is defined as being any method by which the AIFM increases the exposure of the Sub-Fund whether through borrowing of cash or securities, leverage embedded in derivative positions or by any other means. The leverage creates risks for the Sub-Fund. A leverage (as defined by the AIFMD) of 100% means a leverage-free portfolio.

AIFMD uses two distinct definitions of leverage, both of which are calculated on a regular basis by the AIFM:

- (a) Under the ‘gross method’ (as defined by the AIFMD), the leverage is calculated as the ratio between the Sub-Fund’s investment exposure (calculated by adding the absolute values of all portfolio positions, including the sum of notionals of the derivative instruments used but excluding cash and cash equivalents) and the Net Asset Value. Such leverage shall not exceed 350% for the Sub-Fund; and
- (b) alternatively, the ‘commitment method’ (as defined by the AIFMD) takes into account netting and hedging arrangements and is defined as the ratio between the Sub-Fund’s net investment exposure (not excluding cash and cash equivalents) and the Net Asset Value. Such leverage shall not exceed 150% for the Sub-Fund.

In line with restrictions mentioned in prior sections, the Sub-Fund does not borrow for investment purposes and the Sub-Fund’s leverage is therefore predominantly due to the hedging of foreign currency exposure.

11 ISSUE AND REDEMPTION OF SHARES

11.1 Application for Shares

- (a) Launch date and initial share prices

The launch date of the Sub-Fund was 30 August 2013.

Shares were issued at an initial price per Share as detailed below:

Category (USD) B:	USD 160.38
Category (EUR) B:	EUR 150.40
Category (CHF) B:	CHF 138.64
Category (GBP) B:	GBP 100
Category (JPY) B:	JPY 10,000
Category (USD) B2:	USD 129.80
Category (EUR) B2:	EUR 128.37
Category (CHF) B2:	CHF 145.36
Category (GBP) B2:	GBP 100
Category (JPY) B2:	JPY 10,000
Category (USD) C:	USD 100
Category (EUR) C:	EUR 100
Category (CHF) C:	CHF 100
Category (GBP) C:	GBP 100
Category (JPY) C:	JPY 10,000
Category (USD) I1:	USD 100
Category (EUR) I1:	EUR 100
Category (CHF) I1:	CHF 100
Category (GBP) I1:	GBP 100
Category (JPY) I1:	JPY 10,000
Category (USD) I1A:	USD 100
Category (EUR) I1A:	EUR 100
Category (CHF) I1A:	CHF 100
Category (GBP) I1A:	GBP 100
Category (JPY) I1A:	JPY 10,000
Category (USD) I2:	USD 100
Category (EUR) I2:	EUR 100
Category (CHF) I2:	CHF 100
Category (GBP) I2:	GBP 100
Category (JPY) I2:	JPY 10,000
Category (USD) I2A:	USD 100
Category (EUR) I2A:	EUR 100
Category (CHF) I2A:	CHF 100
Category (GBP) I2A:	GBP 100
Category (JPY) I2A:	JPY 10,000
Category (USD) IM:	USD 100

(b) Subsequent subscription

Shares are priced as of the last Business Day of each month (each a “**Valuation Day**”). Normally price fixing is completed on the Calculation Day, as defined in clause 12 “Net Asset Value” of this Annex.

Shares are principally issued on a monthly basis on the sixth Business Day following the Valuation Day (a “**Subscription Day**”).

Applications must be received by the Administrator by 15:00 (Luxembourg time), at the latest on the 20th calendar day of the month prior to the relevant Subscription Day (such date hereafter referred to as “**Subscription Deadline**”), or if such day is not a Business Day, such Subscription Deadline will be the immediately following Business Day. Any application received after such time is considered for the immediately following Subscription Day. For applications submitted to other distributors in Luxembourg or abroad, earlier cut-off times may apply to ensure the timely forwarding of any such applications to the Administrator. Payment of the subscription monies must normally be received in cleared funds on the relevant Subscription Day.

Fractions of Shares may be issued up to three decimal places. Subscription for a specified number of Shares shall be permitted.

The Subscription Fee may be added to compensate financial intermediaries and other persons who assist in the placement of Shares.

11.2 Redemption of Shares

The Shares are redeemable on a monthly basis and will be cancelled as of the sixth Business Day following the relevant Valuation Day (a “**Redemption Day**”) provided a written redemption request was received by the Administrator no later than 15:00 (Luxembourg time) on the 20th calendar day of the month immediately preceding the month of the Valuation Day for which the redemption NAV will be calculated (such date hereafter referred to as “**Redemption Deadline**”). If such day is not a Business Day, such Redemption Deadline will be the immediately following Business Day. Any redemption request received after such time is considered for the immediately following Redemption Day. For applications submitted to other distributors in Luxembourg or abroad, earlier cut-off times may apply to ensure the timely forwarding of any such applications to the Administrator.

The proceeds of redemptions will normally be paid in the currency of denomination of the relevant Category within ten Business Days after the calculation of the Net Asset Value of the Shares.

The Board of Directors may limit the maximum net redemptions for a Redemption Day to 20% (or more) of the total net assets of the Sub-Fund at the end of the month. If redemption requests exceed the limit determined and the Board of Directors approves a limitation of redemptions, the Sub-Fund investors will receive redemption payments on a pro-rated basis. The Board of Directors must not invoke a limitation of redemptions for more than twenty-four (24) consecutive Redemption Days.

Where the Board of Directors limits any redemption requests, any outstanding redemption requests are deferred to the next Redemption Day always subject to the restrictions for such Redemption Day. Where Shares are redeemed on several dates, all applications, previously received and new ones, will be treated equally on a pro-rated basis on each Redemption Day. No interest will be paid on any payments received in relation to applications being deferred in accordance with this clause.

12 NET ASSET VALUE

The Net Asset Value of the Shares of each Category of the Sub-Fund is determined in the currency of the relevant Category on Valuation Day, and normally calculated within 5 Business Days after such Valuation Day (the “**Calculation Day**”).

13 FEES AND COSTS SPECIFIC TO THE SUB-FUND

13.1 Fee Levels

The Sub-Fund pays Management Fees to the AIFM for asset management in respect of the Category C Shares; and for asset management and distribution in relation to the remaining Categories of Shares. Please see the table at the end of this Annex 1.

The Investment Manager makes payments to a limited number of investors out of the management fee effectively received by it. These payments are solely to compensate such investors for substantial contributions to the Sub-Fund during its launch and ramp-up period. Such payments will therefore not be offered to any new investors in the future.

13.2 Operational Costs

The Sub-Fund will further pay fees in line with customary rates in Luxembourg for the services provided by various service providers, including but not limited to the Depositary, the Administrator and the AIFM (the sum of which being the “**Operational Costs**”). The Operational Costs shall not exceed 0.20% for all Categories except the B Category Shares, for which it shall not exceed 0.25%. The Operations Fee shall be calculated and paid as described in section 10 “Fees and Expenses” of the Prospectus.

In addition to the fees mentioned in section 10 “Fees and Expenses” and to the degree not defined above, the Sub-Fund will be charged for commissions or interests linked to letters of credit issued by a third party or the costs of a trustee setting up escrow accounts in the name of the Company for the benefit of the Sub-Fund, and any fees linked to ISDA agreements concluded with third parties.

14 SHARE CLASS OVERVIEW OF THE SUB-FUND LGT (LUX) – ILS PLUS FUND

Category Name	ISIN	Valor	Minimum Initial Subscription Amount	Management Fee
(USD) B	LU0950816578	21 840 665	One Share	max. 2.00% p.a.
(EUR) B	LU0950816651	21 840 680	One Share	max. 2.00% p.a.
(CHF) B	LU0950816735	21 840 696	One Share	max. 2.00% p.a.
(GBP) B	LU0950816818	21 840 701	One Share	max. 2.00% p.a.
(JPY) B	LU0950816909	21 840 709	One Share	max. 2.00% p.a.
(USD) B2	LU0950817030	21 840 714	USD 500,000	max. 1.50% p.a.
(EUR) B2	LU0950817113	21 840 725	EUR 500,000	max. 1.50% p.a.
(CHF) B2	LU0950817204	21 840 882	CHF 500,000	max. 1.50% p.a.
(GBP) B2	LU0950817386	21 840 883	GBP 500,000	max. 1.50% p.a.
(JPY) B2	LU0950817469	21 840 884	JPY 50,000,000	max. 1.50% p.a.
(USD) C	LU0950817543	21 840 902	One Share	max. 1.50% p.a.
(EUR) C	LU0950817626	21 840 906	One Share	max. 1.50% p.a.
(CHF) C	LU0950817899	21 840 941	One Share	max. 1.50% p.a.
(GBP) C	LU0950817972	21 841 196	One Share	max. 1.50% p.a.
(JPY) C	LU0950818194	21 841 203	One Share	max. 1.50% p.a.
(USD) I1	LU0950818277	21 841 216	USD 500,000	max. 1.50% p.a.
(EUR) I1	LU0950818350	21 841 221	EUR 500,000	max. 1.50% p.a.
(CHF) I1	LU0950818434	21 841 253	CHF 500,000	max. 1.50% p.a.
(GBP) I1	LU0950818517	21 841 256	GBP 500,000	max. 1.50% p.a.
(JPY) I1	LU0950818608	21 841 260	JPY 50,000,000	max. 1.50% p.a.
(USD) I1A	LU1223997617	27 988 094	USD 500,000	max. 1.50% p.a.
(EUR) I1A	LU1223997880	27 988 382	EUR 500,000	max. 1.50% p.a.
(CHF) I1A	LU1223998003	27 988 387	CHF 500,000	max. 1.50% p.a.
(GBP) I1A	LU1223998268	27 988 389	GBP 500,000	max. 1.50% p.a.
(JPY) I1A	LU1223998342	27 988 391	JPY 50,000,000	max. 1.50% p.a.
(USD) I2	LU0950818780	21 841 262	USD 25,000,000	max. 1.10% p.a.
(EUR) I2	LU0950818863	21 841 263	The equivalent of USD 25,000,000 in EUR.	max. 1.10% p.a.
(CHF) I2	LU0950818947	21 841 535	The equivalent of USD 25,000,000 in CHF.	max. 1.10% p.a.
(GBP) I2	LU0950819085	21 841 665	The equivalent of USD 25,000,000 in GBP.	max. 1.10% p.a.
(JPY) I2	LU0950819168	21 841 667	The equivalent of USD 25,000,000 in JPY.	max. 1.10% p.a.
(USD) I2A	LU1223998425	27 988 395	USD 25,000,000	max. 1.10% p.a.

(EUR) I2A	LU1223998698	27 988 397	The equivalent of USD 25,000,000 in EUR.	max. 1.10% p.a.
(CHF) I2A	LU1223998771	27 988 401	The equivalent of USD 25,000,000 in CHF.	max. 1.10% p.a.
(GBP) I2A	LU1223999076	27 988 404	The equivalent of USD 25,000,000 in GBP.	max. 1.10% p.a.
(JPY) I2A	LU1223999159	27 988 706	The equivalent of USD 25,000,000 in JPY.	max. 1.10% p.a.
(USD) IM	LU0950819242	21 841 678	One Share	max. 0.25% p.a.

Sustainable investment means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices.

The **EU Taxonomy** is a classification system laid down in Regulation (EU) 2020/852, establishing a list of **environmentally sustainable economic activities**. The Regulation does not lay down a list of socially sustainable economic activities. Sustainable investments with an environmental objective might be aligned with the Taxonomy or not.

Pre-contractual disclosure for the financial products referred to in Article 8, paragraphs 1, 2 and 2a, of Regulation (EU) 2019/2088 and Article 6, first paragraph, of Regulation (EU) 2020/852

Product Name: LGT (Lux) III – ILS Plus Fund

Legal entity identifier: 549300XMTL45Z4JKSY18

Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?

Yes

No

It will make a minimum of **sustainable investments with an environmental objective:** ____%

in economic activities that qualify as environmentally sustainable under the EU Taxonomy

in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

It will make a minimum of **sustainable investments with a social objective:** ____%

It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of **20%** of sustainable investments

with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy

with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy

with a social objective

It promotes E/S characteristics, but **will not make any sustainable investments**



What environmental and/or social characteristics are promoted by this financial product?

The Sub-Fund promotes environmental and social characteristics, as it seeks to take into account ESG related factors in the asset selection and investment consideration and / or monitoring process in the following ways:

ESG Exclusion Policy: Exclusions are applied in the investment selection process based on ESG factors as a means of promoting environmental and social characteristics. For example, the following companies are excluded from investment consideration:

- Reinsurance companies that, to the best of the Investment Manager's knowledge, generate any revenue from *inhumane weapons*; and
- Reinsurance companies that generate a significant amount of their revenue from certain industries or business activities deemed by the Investment Manager to be controversial (e.g. *arms, tobacco, pornography, nuclear power production, coal*).

ESG Rating: The following are key performance indicators on ESG factors related to a reinsurance company that are included in the ESG cockpit, which is a proprietary tool used as part of the ESG rating

system discussed below, in the process to identify a universe of investable companies through a systematic process which relies on information from underlying companies (and therefore promoted as environmental and/or social characteristics by the Sub-Fund):

- *greenhouse gas emissions, energy consumption, water and sanitation, natural resources and biodiversity, waste and emissions, labour conditions, health and safety, human resources, diversity, education, suppliers, community relations and product impact.*

No reference benchmark has been designated for the purpose of attaining the environmental or social characteristics promoted.

● ***What sustainability indicators are used to measure the attainment of each of the environmental or social characteristics promoted by this financial product?***

- **ESG Exclusion Policy.** The first factor contributing to whether the Sub-Fund will be considered to be attaining the environmental and/or social characteristics it promotes will be an assessment of whether the Sub-Fund has successfully and consistently executed its ESG exclusion policy in relation to investments **with exposure to companies active in the fossil fuel sector.**
- **Screening based on ESG Rating.** Another factor contributing to whether the Sub-Fund will be considered to be attaining the environmental and/or social characteristics it promotes will be an assessment of whether the Sub-Fund has successfully and consistently applied its ESG rating system in the process to identify a universe of investable instruments. This screening includes an assessment of the following indicators:
 - i. **Investments covering natural perils; and**
 - ii. **Investments covering primarily climate-related perils.**
- **UN Sustainable Development Goals (“UN SDGs”).** In terms of considering whether investments of the Sub-Fund which are eligible for selection may be categorised as sustainable investments which are aligned with SFDR, another factor contributing to whether the Sub-Fund will be considered to be attaining the environmental and/or social characteristics it promotes will be an assessment of whether the Sub-Fund has successfully and consistently applied its policy relating to UN SDGs, i.e. in the context of the proportion of the Sub-Fund in sustainable investments only including investments with a substantial contribution the specified UN SDGs by virtue of positively contributing to an environmental goal and passing the applicable do no significant harm and minimum safeguard assessments.

● ***What are the objectives of the sustainable investments that the financial product partially intends to make and how does the sustainable investment contribute to such objectives?***

The Sub-Fund invests in catastrophe bonds and collateralized reinsurance contracts. Such instruments provide reinsurance capacity to insurance and reinsurance companies.

The Sub-Fund aims to invest in issuers that positively contribute to the UN SDGs. An investment with an environmental objective aligned with SFDR is one which is oriented towards, for example, climate change adaptation (e.g. support adaptation related research), climate change mitigation (e.g. develop renewable energies technologies), protection of biodiversity (e.g. promote organic farming), reduction of air, soil and water pollution. The Sub-Fund specifically intends to contribute to the following objectives:

- **Substantial contribution to SDG 11 – Sustainable Cities and Communities:** After the occurrence of a severe natural disaster such as a major hurricane or earthquake, the proceeds of such instruments after being triggered for a payout are used to re-build homes, buildings and infrastructure, ultimately supporting society’s efforts to build more resilient and sustainable cities. The insurance-linked securities market offers benefits to society by taking on peak risks to support the availability of insurance protection for people living in areas prone to damages by natural disasters.
- **Substantial contribution to SDG 13 – Climate Action:** The insurance-linked securities market offers benefits to society by taking on peak risks to support the availability of

Sustainability indicators measure how the environmental or social characteristics promoted by the financial product are attained.

insurance protection for people living in areas prone to the effects of climate change. Furthermore, the pricing dynamic of the insurance and reinsurance market encourages policyholders to invest in preventative measures and better construction techniques, which ultimately supports society's efforts to adapt to climate change.

● ***How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?***

To avoid the inclusion of investments that cause significant harm to the environmental objective of the Sub-Fund of making a substantial contribution to society's adaptation to and mitigation of the effects of climate change, the Investment Manager performs a due diligence check on each investment position in order ensure that:

- the reinsurance activity does not cover the cession of insurance of the extraction, storage, transport or manufacture of fossil fuels.
- the reinsurance activity does not cover the cession of insurance of vehicles, property or other assets dedicated to such purpose.

How have the indicators for adverse impacts on sustainability factors been taken into account?

Principal adverse impacts on sustainability factors are considered in the following manner:

- Principal adverse impact indicators are captured under the "do no significant harm" principle for sustainable investments outlined in the section entitled "How do the sustainable investments that the financial product partially intends to make, not cause significant harm to any environmental or social sustainable investment objective?"
- The applicable mandatory principal adverse impact indicators from technical standards supplementing SFDR are assessed as part of the ESG rating system.
- Principal adverse impact indicators are reported on as outlined in the section entitled "Does this financial product consider principal adverse impacts on sustainability factors?"

How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights? Details:

In respect of reinsured counterparties, where the Investment Manager identifies clear breaches of norms outlined in the a) OECD Guidelines for Multinational Enterprises, b) the UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the eight fundamental conventions identified in the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work, and c) the International Bill of Human Rights the Investment Manager will seek to exclude the investee company from investment by the Sub-Fund. However, it cannot be guaranteed that all investments, especially in jurisdictions where data scarcity is pronounced, can be assessed and thereby excluded.

For private entities where insufficient public ESG data is available to perform the full ESG assessment, the alignment with the OECD Guidelines for MNEs and the UN Guiding Principles on Business and Human Rights is met by virtue of such counterparties being regulated entities in their respective jurisdiction.

The Investment Manager of the Sub-Fund transacts only with such regulated entities, which ensures that all reinsured counterparties meet the minimum set of social safeguards with respect to human rights, anti-corruption and anti-bribery.

Principal adverse impacts are the most significant negative impacts of investment decisions on sustainability factors relating to environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.

The EU Taxonomy sets out a “do no significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.

The “do no significant harm” principle applies only to those investments underlying the financial product that take into account the EU criteria for environmentally sustainable economic activities. The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

Any other sustainable investments must also not significantly harm any environmental or social objectives.



Does this financial product consider principal adverse impacts on sustainability factors?



Yes

Yes, principle adverse impacts on sustainability factors are assessed as part of the ESG rating system in determining the ESG rating of companies for the purpose of identifying a universe of investable companies and may lead to exclusions as part of the screening process. The Investment Manager considers and evaluates a range of principle adverse impact indicators, but the availability of data on some indicators is limited due to a lack of reporting of metrics by companies, issuers or investee entities. Accordingly, the integration of principle adverse impact indicators is conducted on a best-efforts basis; however, it is expected that principle adverse impact indicators can be applied to a greater portion of the Investment Manager’s investable universe once data availability improves. This will allow for enhanced insight in the adverse impacts caused by investee companies or issuers.

For further information on principal adverse impacts of investment decisions on sustainability factors, refer to the Investment Manager’s website and the Sub-Fund’s forthcoming annual report.



No



What investment strategy does this financial product follow?

The investment strategy of the Sub-Fund is a long-term investment in a diversified portfolio of insurance-linked investments.

The objective of the Sub-Fund is to achieve a low correlation to the returns on traditional bond, equity and alternative investments and relatively low fluctuations in value, depending on the occurrence or non-occurrence of insured events.

The main strategy is to create a diversified portfolio of insurance risks, which are quantifiable and can be modelled by scientific and mathematical models and techniques. The AIFM and the Investment Manager seek to achieve a portfolio that is diversified across a number of dimensions, such as regions, peril, trigger, insurance buyer or seller, etc.

When selecting investments for the Sub-Fund, the Investment Manager also undertakes an ESG analysis of the investment universe in order to promote environmental and/or social characteristics following the methodology described in this Annex.

A more detailed description of the investment strategy can be found in the relevant section of the prospectus.

The investment strategy guides investment decisions based on factors such as investment objectives and risk tolerance.

● ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***

Investment are selected taking into account the following:

- **ESG Exclusion Policy.** Exclusions are applied in the investment selection process based on companies that are active in the fossil fuel sector according to the following criteria:
 - A subject business covered under the reinsurance agreement of the investment must not exceed 5% in the category “heavy industrial”, as it cannot be ruled out that such subject business is with companies that are active in the fossil fuel sector.
- **Screening based on ESG Rating.** Following the application of the above exclusions, the Investment Manager utilises its ESG rating system in respect of the remaining eligible investments. The Investment Manager has developed a proprietary ESG rating system based on external data providers that provides objective, relevant and systematic ESG information in addition to conducting analysis of direct data in relation to investment opportunities in insurance-linked securities.

The following screening criteria is considered to be binding in respect of the Sub-Fund:

- An investment shall cover primarily climate-related perils, meaning more than 75% of the investment’s modelled expected loss originates from climate-related peril.

Due to the nature of the underlying investments of the Sub-Fund, the binding elements to select investments with regards to their environmental and / or social characteristics deviate from those typically chosen for equity or bond investments.

● ***What is the committed minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy?***

The Sub-Fund does not commit to a minimum rate to reduce the scope of the investments considered prior to the application of that investment strategy.

● ***What is the policy to assess good governance practices of the investee companies?***

In order to ensure that companies that the Sub-Fund invests in follow good governance practices, as reasonably determined by the Investment Manager, the Investment Manager’s quantitative screening of corporate governance, which relies on information from underlying companies, considers the independence and competency of investee company boards in terms of leadership and composition, existing and independent key committees, compensation policy, the degree of integration of long-term and ESG related targets, and minority shareholder protections.

In addition, good governance is a factor in the qualitative assessment of individual companies and forms the third input in the Investment Manager’s proprietary ESG rating system. For privately owned companies, the Investment Manager relies on company data received directly from the reinsured counterparty.

The Investment Manager also actively engages and assesses governance practices of its reinsurance counterparties through its ongoing interactions and in the context of any transactions with such counterparties.

Good governance practices include sound management structures, employee relations, remuneration of staff and tax compliance.

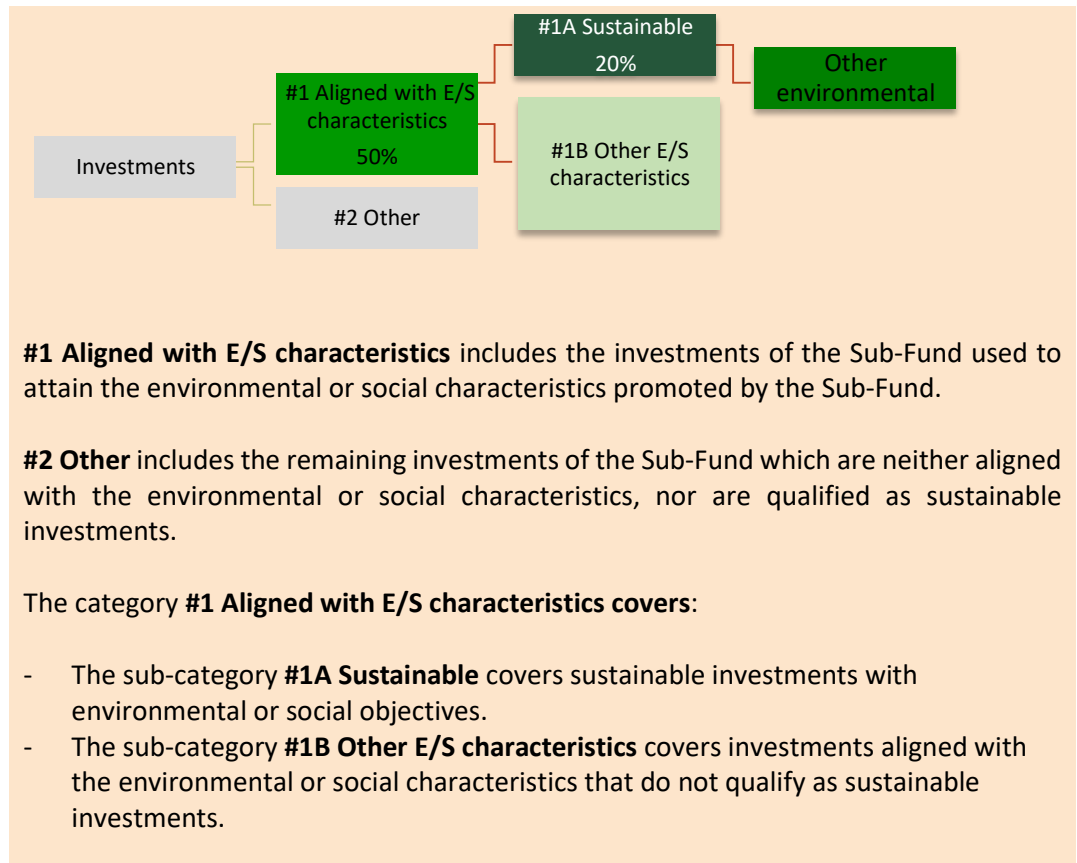


What is the asset allocation planned for this financial product?

At least 50% of the assets of the Sub-Fund will be allocated to investments aligned with environmental and/or social characteristics (#1). At least 20% of the assets of the Sub-Fund will be committed to sustainable investments (#1A).

Minimum environmental and social safeguards and the purpose of the remaining portion of investments is outlined in the section titled “What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?”

The below graphical representation contextualises the types of investment considered.



● **How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?**

The Sub-Fund does not use derivatives specifically for the purpose of attaining the environmental and or social characteristics it promotes. Rather, the Sub-Fund may use derivatives for ordinary purposes, as outlined in the Supplement, that is, for investment purposes, hedging and/or for efficient portfolio management purposes and in certain cases this may therefore incidentally relate to the Sub-Fund attaining the environmental and or social characteristics it promotes.



To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

The Sub-Fund does not commit to invest any proportion of its assets in environmentally sustainable economic activities aligned with the EU Taxonomy. Accordingly, the level of committed EU Taxonomy-aligned investments shall be zero per cent.

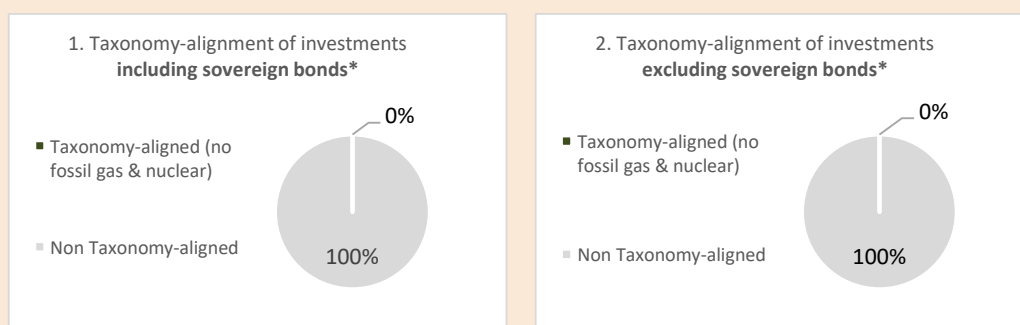
- **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy¹?**

Yes:

In fossil gas In nuclear energy

No

The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.*



* For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures.

- **What is the minimum share of investments in transitional and enabling activities?**

The Sub-Fund does not have a minimum share of investments in transitional and enabling activities.

¹ Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

 are sustainable investments with an environmental objective that do not take into account the criteria for environmentally sustainable economic activities under the EU Taxonomy.



What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

The Sub-Fund commits to a minimum share of 20% sustainable investments of the assets of the Sub-Fund. Such sustainable investments can consist of non-Taxonomy aligned investments and Taxonomy-aligned investments. The Investment Manager expects the primary constituent of this portion to be non-Taxonomy aligned investments until available tools and data to assess alignment with the Taxonomy Regulation improves.



What is the minimum share of socially sustainable investments?

The Sub-Fund does not commit to a minimum share of socially sustainable investments.



What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

Investments under “#2 Other” are investments which are neither aligned with the environmental or social characteristics nor qualify as sustainable investments, for example:

- There may be insufficient data available to verify any classification under sustainable investments or investments with environmental and/or social characteristics.
- There may be exposures where an ESG assessment cannot be applied or there is lacking market practice for appropriate quantification of ESG factors.
- Exposures consisting of certain FDI, hedging, cash or cash equivalents.

To the extent possible, minimum safeguards are applied for this portion of the portfolio. A screening is conducted to capture severe controversies, which is taken into account as part of the final ESG score of an investee company. However, the Investment Manager does not guarantee that minimum social safeguards are applied for this portion of the Sub-Fund.

Additionally, to the extent possible and / or where any investments in “Other” form a portion of the strategic asset allocation, the Investment Manager’s proprietary ESG rating is applied to the investments making up the ‘Other’ section of the Sub-Fund in order to continually consider and review such investments. In instances where the rating sufficiently improves, such investments may be deemed by the Investment Manager as contributing towards the environmental or social characteristics promoted by the Sub-Fund. In such circumstances these investments will no longer be considered “Other”.



Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?

The Sub-Fund has not designated a specific index as a reference benchmark to determine whether it is aligned with the environmental and/or social characteristics that it promotes.

Reference benchmarks are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.



Where can I find more product specific information online?

You may find more information by entering “LGT (Lux) III – ILS Plus Fund” on www.fundinfo.com or by selecting “offering” on the Investment Manager’s website: www.lgtcp.com/en/regulatory-information

SUPPLEMENT TO THE OFFERING DOCUMENT

May 2023

FOR SWISS INVESTORS ONLY

This Supplement contains specific information for LGT (Lux) III. It forms part of and should be read in conjunction with the Prospectus for LGT (Lux) III and the Annex 1 related to the sub-fund “ILS Plus Fund”, as amended or supplemented from time to time.

All capitalised terms contained herein shall have the same meaning as in the Offering Document unless otherwise indicated.

Information for qualified investors in Switzerland

Representative and paying agent

(a) Representative

The representative for Switzerland is LGT Capital Partners AG, Schützenstrasse 6, CH-8808 Pfäffikon.

Pursuant to Swiss law, the representative represents the Company and the sub-fund in Switzerland vis-à-vis the shareholders and the Swiss Financial Market Supervisory Authority (FINMA).

(b) Paying agent

The paying agent for Switzerland is LGT Bank (Switzerland) AG, Lange Gasse 15, CH-4002 Basel.

Source for the relevant documents

Investors can obtain the prospectus and the annual and semi-annual reports (as soon as they have been issued) free of charge from the representative in Switzerland.

Place of performance and jurisdiction

For shares offered in Switzerland, the place of performance and jurisdiction is the registered office of the Swiss representative or at the registered office or place of residence of the investor.

Tax information

Shareholders subject to Swiss taxation are asked to consult their own professional tax consultant with regard to the tax consequences of holding, buying and selling the shares.

Payment of retrocessions and rebates

(a) The AIFM and its delegates may pay retrocessions to cover distribution and marketing activities of the Company's shares in Switzerland.

Such retrocessions may be used in particular to pay for the following services:

- Operation of fund trading platform and / or trading infrastructure services which provide access to fund subscriptions
- the arrangement of road shows
- participation in events and trade fairs

- production of marketing material
- training of distribution agents
- generally any other activities which are intended to promote and market the Company's shares.

Retrocessions are not deemed rebates even if they are (partly or in full) forwarded to investors.

Disclosure of the receipt of retrocessions is based on the applicable provisions or FinSA.

(b) The AIFM and its delegates may in relation to the distribution activity of the Company's shares in Switzerland upon request pay rebates directly to investors. Rebates aim to reduce the fees and costs paid by the relevant investor. Rebates are permitted if they

- are paid from fees earned by the AIFM and therefore cause no additional costs to the Company
- are paid based on objective criteria
- are offered to all investors equally, which fulfil such objective criteria and demand rebates

The objective criteria for the payment of rebates by the AIFM are (which may be applied separately or any combination thereof):

Assets invested	Aims to reward sizeable commitments to the Company and develop long-term relationships (including assets invested in LGT Capital Partners Ltd. sponsored entities)
Seed money	For investors who invest upon launch and / or within a certain period after launch; aims to reward taking the risk of investing in a fund with no operating history and / or track-record.
Employees of LGT Capital Partners	In order to promote further the alignment of interest between the Company's investors and LGT Capital Partners Ltd. and its affiliated entities, employees may receive rebates in order to encourage investments.
Fees	Taking into account the amount of earnings generated by the investor for LGT Capital Partners Ltd. and its affiliated entities
Investor's investment characteristics	Reward long-term commitment to the Company and avoidance of high trading frequency which may have a negative impact on the Company's trading costs: <ul style="list-style-type: none"> - based on expected time that the investor will stay invested - contractual agreement to lock-up periods - expected and / or actual frequency of trades
Institutional investors	Institutional investors economically hold the shares for third parties:

	<ul style="list-style-type: none"> i. life insurance companies; ii. pension funds and other types of pension schemes; iii. investment foundations; iv. Swiss fund management companies; v. foreign fund management companies and fund companies; vi. investment companies
Distributors/Offering agents and fund trading platforms	As described above the AIFM may pay retrocessions to distribution/offering and placement agents and trading infrastructure providers for their services. Such retrocessions will be deducted from any rebates payable. This may result in no rebates being paid to the relevant underlying investors despite them being entitled to receive rebates based on the criteria set out above.
Financial Intermediaries	Some institutional investors and foundations have engaged specialised investment advisers as outsourced chief investment officers, which provide them with tailor made investment proposals that include shares in the Company. As this facilitates the distribution and investor relationship management, it may provide a rebate to all investors which have appointed such investment adviser.

Upon the request of an investor the AIFM will disclose the effective amount of rebates free of charge.

3 July 2023