MEDIOBANCA SICAV

Société d'investissement à capital variable
organised and existing under the laws of the Grand Duchy of Luxembourg

Distribution of this Prospectus is not authorized unless accompanied by a copy of the latest annual financial report and of the latest semi-annual financial report, if published thereafter. Such reports form an integral part of this Prospectus.

Prospectus exclusively for Qualified Investors in Switzerland
March 2022

LIST OF ACTIVE SUB-FUNDS

	Name of the Sub-Fund	Reference currency
I.	MEDIOBANCA SICAV: C-Quadrat Euro Investments Plus	EUR
II.	MEDIOBANCA SICAV: C-Quadrat Global Convertible Plus	EUR
III.	MEDIOBANCA SICAV: C-Quadrat Efficient	EUR

INTRODUCTION

MEDIOBANCA SICAV (the "**Company**") is an investment company organized under the laws of the Grand Duchy of Luxembourg as a *société d'investissement à capital variable* and qualifies as an Undertaking for Collective Investments in Transferable Securities ("**UCITS**").

The Company is offering shares (each a "**Share**" and together the "**Shares**") of several separate sub-funds (each a "**Sub-Fund**" and together the "**Sub-Funds**") and within each Sub-Fund separate classes of Shares (each a "**Class**" or "**Class of Shares**" and together the "**Classes**" or "**Classes of Shares**"), on the basis of the information contained in this prospectus (the "**Prospectus**") and in the documents referred to herein.

No person is authorized to give any information or to make any representations concerning the Company other than the information contained in the Prospectus and in the documents referred to herein, and any subscription made by any person on the basis of statements or representations not contained in the Prospectus or inconsistent with the information and representations contained in the Prospectus shall be solely at the risk of the subscriber. Neither the delivery of the Prospectus nor the offer, sale or issue of Shares shall under any circumstances constitute a representation that the information given in the Prospectus is correct at any time subsequent to the date hereof. An amendment or updated Prospectus shall be made available at the registered office of the Company, where applicable, and reflect any material changes made to the information contained herein.

The distribution of the Prospectus is not authorized unless it is accompanied by the most recent annual and semi-annual reports of the Company, if any. Such report or reports are deemed to be an integral part of the Prospectus.

The Shares to be issued hereunder may be of several different Classes which relate to separate Sub-Funds. Shares of the different Sub-Funds may be issued, redeemed and converted at prices calculated on the basis of the Net Asset Value per each Class of Shares of the relevant Sub-Fund, as defined in the articles of incorporation of the Company (the "**Articles**").

In accordance with the Articles, the board of directors of the Company (the "**Board**" or the "**Board of Directors**") may issue Shares and Classes of Shares in each Sub-Fund. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the Company is an umbrella fund enabling investors to choose between one or more investment objectives by investing in one or more Sub-Funds. Investors may choose which Sub-Fund best suits their specific risk and return expectations as well as their diversification needs.

The Board of Directors may, at any time and in accordance with the Articles, create additional Sub-Funds, whose investment objectives may differ from those of the Sub-Funds then existing. Upon creation of new Sub-Funds, the Prospectus will be updated accordingly.

The distribution of the Prospectus and the offering of the Shares may be restricted in certain jurisdictions. The Prospectus does not constitute an offer or solicitation in a jurisdiction where to do so is unlawful or where the person making the offer or solicitation is not qualified to do so or where a

person receiving the offer or solicitation may not lawfully do so. It is the responsibility of any person in possession of the Prospectus and of any person wishing to apply for Shares to inform himself or herself of and to observe all applicable laws and regulations of the relevant jurisdictions.

The Board of Directors 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 other material facts the omission of which would make misleading any statement herein, whether of fact or opinion. The Board of Directors accepts responsibility accordingly.

Grand Duchy of Luxembourg - The Company is registered pursuant to part I of the law of 17 December 2010 relating to undertakings for collective investment (the "**2010 Law**") as may be amended from time to time. However, such registration does not require any authority of the Grand Duchy of Luxembourg to approve or disapprove either the adequacy or accuracy of this Prospectus nor the assets held by the various Sub-Funds. Any representations to the contrary are unauthorized and unlawful.

European Union ("**EU**"**)** - The Company is a UCITS for the purposes of Directive 2009/65/EC of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to UCITS, as amended from time to time (the "**UCITS Directive**") and the Board of Directors proposes to market the Shares in accordance with the UCITS Directive in certain Member States of the EU (Italy, the United Kingdom, Germany and Austria) and in countries which are not Member States of the EU (Switzerland).

United States of America - The Shares have not been registered under the United States Securities Act of 1933, as amended from time to time (the "**1933 Act**"); they may therefore not be publicly offered or sold in the United States of America, or in any of its territories subject to its jurisdiction or to or for the benefit of a U.S. person as such expression is defined by Article 10 of the Articles.

The Shares are not being offered in the United States of America, and may be offered in the United States of America only pursuant to an exemption from registration under the 1933 Act, and have not been registered with the Securities and Exchange Commission or any state securities commission nor has the Company been registered under the United States Investment Company Act of 1940, as amended from time to time (the "**1940 Act**"). No transfer or sale of the Shares shall be made to U.S. Persons unless, among other things, such transfer or sale is exempt from the registration requirement of the 1933 Act and any applicable state securities laws or is made pursuant to an effective registration statement under the 1933 Act and such state securities laws and would not result in the Company becoming subject to registration or regulation under the 1940 Act. Shares may furthermore not be sold or held either directly by, nor to the benefit of, among others, a citizen or resident of the United States of America, a partnership organized or existing in any state, territory or possession of the United States of America or other areas subject to its jurisdiction, an estate or trust the income of which is subject to United States federal income tax regardless of its source, or any corporation or other entity organized under the law of or existing in the United States of America or any state, territory or possession thereof or other areas subject to its jurisdiction (a "**U.S. Person**"). All purchasers must certify that the beneficial owner of such Shares is not a U.S. Person and does not fall within the scope of the above description and is purchasing such Shares for its own account, for investment purposes only and not with a view towards resale thereof.

The Articles give powers to the Board of Directors to impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in the Company are acquired or held by any person in breach of the law or the requirements of any country or governmental authority or by any person in circumstances which in the opinion of the Board of Directors might result in the Company incurring any liability or taxation or suffering any other disadvantage which the Company may not otherwise have incurred or suffered and, in particular, by any U.S. Person as referred to above. The Company may compulsorily redeem or require the disposition of the Shares held by the U.S. Person (as defined below), all Shares held by any such person and reserves the right require the respective U.S. Person holding Shares in the Company to indemnify the Company against incurred losses, costs or expenses, in accordance with the Articles.

The value of the Shares may fall as well as rise and a shareholder on transfer or redemption of Shares may not get back the amount he initially invested. Income from the Shares may fluctuate in money terms and changes in rates of exchange may cause the value of Shares to go up or down. The levels and basis of, and relief from, taxation may change. There can be no assurance that the investment objectives of the Company will be achieved.

Investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax consequences, foreign exchange restrictions, exchange control requirements or additional costs and expenses incurred relating to investments in the Company which they might encounter under the laws of the countries of their citizenship, residence, or domicile and which might be relevant to the subscription, purchase, holding, conversion, redemption or disposal of the Shares of the Company (including, but not limited to any potential fees of local financial intermediaries).

All references in the Prospectus to "USD", "EUR", "CHF", "GBP" and "JPY" are to the legal currency of the United States of America, the EU, Switzerland, the United Kingdom and Japan.

All references to:

- "Business Day": refer to any day on which banks are open for business in Luxembourg, except 24 and 31 December or any other definition as described in the particulars of the Sub-Fund.

- "Net Asset Value": the net asset value per Share of each Class which is determined on each day which is a Valuation Day for that Sub-Fund.

- "Valuation Day": Unless otherwise specified in Part B of this Prospectus, a Valuation Day in relation to any Sub-Fund is every day which is a bank Business Day in the Grand Duchy of Luxembourg.

Further copies of this Prospectus may be obtained from:

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

MEDIOBANCA SICAV

Société d'investissement à capital variable

R.C.S. Luxembourg B-65.834

Board of Directors:

Chairman:	Mr. Mario Seghelini Risk Management Mediobanca - Banca di Credito Finanziario S.p.A. Via Filodrammatici, 3 20121 Milano Italy
Members:	Mr. Arcangelo Messina Risk Management Mediobanca SGR S.p.A. Piazzetta Bossi, 1 20121 Milano Italy
	Mr. Fabio Ventola Chief Executive Officer Mediobanca Management Company S.A. 2, Boulevard de la Foire 1528 Luxembourg Grand Duchy of Luxembourg
	Ms. Debora Catera Group Anti-Money Laundering Mediobanca S.p.A. Via Filodrammatici n. 5 20121 Milano Italy
Registered Office:	60, avenue J.F. Kennedy 1855 Luxembourg Grand Duchy of Luxembourg
Initiator:	Mediobanca - Banca di Credito Finanziario S.p.A. Piazzetta Enrico Cuccia, 1 20121 Milano Italy

Depositary and Paying Agent, Domiciliary Agent and Listing Agent, Registrar and Transfer Agent:	BNP Paribas Securities Services Luxembourg Branch 60, avenue J.F. Kennedy 1855 Luxembourg Grand Duchy of Luxembourg
Administrative Agent:	BNP Paribas Securities Services Luxembourg Branch 60, avenue J.F. Kennedy 1855 Luxembourg Grand Duchy of Luxembourg
Delegated Investment Managers:	Mediobanca SGR S.p.A. Piazzetta Bossi, 1 20121 Milano Italy C-Quadrat Asset Management France 21, boulevard de la Madelaine 75001 Paris France Alkimis SGR S.p.A Via Santa Margherita, 16 20121 Milano Italy Russell Investments Limited Rex House, 10 Regent Street London, SW1Y 4PE United Kingdom
Distributors:	Mediobanca - Banca di Credito Finanziario S.p.A. Piazzetta Enrico Cuccia, 1 20121 Milano Italy Allfunds Bank, S.A.U. Milan Branch Via Santa Margherita, 7 20121 Milano Italy

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	Online Sim S.p.A. Via Santa Maria Segreta 7/9 2012 Milano Italy
	Banca Ifigest S.p.A. Piazza Santa Maria Soprarno 1 I-50125 Firenze Italy
Auditor:	Ernst & Young 35E, avenue John F. Kennedy 1855 Luxembourg Grand Duchy of Luxembourg
Management Company:	Mediobanca Management Company S.A. 2, Boulevard de la Foire 1528 Luxembourg Grand Duchy of Luxembourg
Legal Advisors:	Arendt & Medernach S.A. 41A, avenue J.F. Kennedy 2082 Luxembourg Grand Duchy of Luxembourg

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PART A: COMPANY INFORMATION

A.1. INVESTMENT OBJECTIVES, POLICIES, TECHNIQUES AND INVESTMENT RESTRICTIONS

I. INVESTMENT OBJECTIVES AND POLICIES

The investment objective of the Company is to manage the assets of each Sub-Fund for the benefit of its shareholders within the limits set forth under "Investment Restrictions". In order to achieve the investment objective, the assets of the Company will be invested in transferable securities or other assets permitted by law including but not limited to cash and cash equivalents.

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 their investment objective will be achieved.

The investment policies and structure applicable to the various Sub-Funds created by the Board of Directors are described in Part B of this Prospectus. If further Sub-Funds are created the Prospectus will be updated accordingly.

Securitisation

No Sub-Fund holds or may hold securitisation positions in accordance with Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitization (the "**Securitisation Regulation**"), and as a result the requirements thereof are not applicable to either Sub-Fund.

II. INVESTMENT RESTRICTIONS

The Board of Directors shall, based upon the principle of risk spreading, have the power to determine the investment policy applicable for each Sub-Fund and the course of conduct of the management and business affairs of the Company.

Except to the extent that more restrictive rules are provided for in connection with a specific Sub-Fund as described in the particulars of the Sub-Fund in Part B of the Prospectus, the investment policy shall comply with the rules and restrictions laid down hereafter:

1. General principle

Investment in each Sub-Fund of the Company shall consist solely of:

a) transferable securities and money market instruments admitted to or dealt in on a regulated market within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments;

b) transferable securities and money market instruments dealt in on another market in a Member State of the EU which is regulated, operates regularly and is recognized and open to the public;

c) transferable securities and money market instruments admitted to official listing on a stock exchange in a non-Member State of the EU or dealt in on another market in a non-Member State of the EU which is regulated, operates regularly and is recognized and open to the public;

d) recently issued transferable securities and money market instruments provided that:
   - the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or to another regulated market referred to under a), b) and c) above; and
   - such admission is secured within one year of the issue;

e) shares or units of UCITS authorized according to the UCITS Directive and/or other UCIs within the meaning of points a) and b) of Article 1 (2) of the UCITS Directive, should they be situated in a Member State of the EU or not, provided that:
   - such other UCIs are authorized under laws which provide that they are subject to supervision considered by the *Commission de Surveillance du Secteur Financier* ("**CSSF**") to be equivalent to that laid down in EU law and that cooperation between authorities is sufficiently ensured;
   - the level of guaranteed protection for share- or unit-holders in such other UCIs is equivalent to that provided for share- or unit-holders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS Directive;
   - the business of the other UCI is reported in at least half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period;

- no more than 10% of the UCITS or the other UCI assets, whose acquisition is contemplated, can be, according to its instruments of incorporation, invested in aggregate in shares or units of other UCITS or other UCIs;

f) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve (12) months, provided that the credit institution has its registered office in a Member State of the EU or, if the registered office of the credit institution is situated in a non-Member State, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;

g) financial derivatives, including equivalent cash settled instruments, dealt in on a regulated market referred to under a), b) and c) above, and/or financial derivative instruments dealt in over-the-counter ("**OTC Derivatives**"), provided that:
   - the underlying consist of instruments covered by this Section 1, financial indices, interest rates, foreign exchange rates or currencies, in which the Sub-Fund may invest in accordance with its investment objectives;
   - the counterparties to OTC Derivative transactions are institutions subject to prudential supervision, and belonging to the categories approved by the CSSF and the board of directors of the Management Company; and
   - OTC Derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair market value at the Company's initiative;

h) money market instruments other than those dealt in on regulated markets referred to in a), b) and c), if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that they are:
   - issued or guaranteed by a central, regional or local authority, a central bank of a Member State of the EU, the European Central Bank, the EU or the European Investment Bank, a non-Member State of the EU or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more Member States belong; or
   - issued by an undertaking any securities of which are dealt in on regulated markets referred to under a), b) or c) above; or
   - issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by EU law or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least as stringent as those laid down by EU law; or
   - issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, second and third indent of this Section 1 h), and provided that the issuer (i) is a company whose capital and reserves amount at least to ten million Euro (EUR 10,000,000.-) and (ii) which presents and publishes its annual accounts in accordance with Directive 2013/34/EU of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings, (iii) is an entity which, within a group of companies which includes one or several

listed companies, is dedicated to the financing of the group, or (iv) is an entity which is dedicated to the financing of securitization vehicles which benefit from a banking liquidity line.

2. Other assets

Each Sub-Fund may:

a) invest up to 10% of the net assets of each of the Sub-Funds in transferable securities and money market instruments other than those referred to under Section 1) a) through d) and h) above;

b) hold ancillary liquid assets;

c) borrow the equivalent of up to 10% of its net assets provided that the borrowing is on a temporary basis;

d) acquire foreign currencies by means of back-to-back loans.

3. Investment restrictions per issuer

In addition, the Company shall comply in respect of the net assets of each Sub-Fund with the following investment restrictions per issuer:

(a) **Rules for risk spreading**

For the calculation of the limits defined in points (1) to (5) and (7) below, companies belonging to the same group of companies shall be treated as a single issuer.

- **Transferable securities and money market instruments**

(1) A Sub-Fund may not invest more than 10% of its net assets in transferable securities or money market instruments issued by the same body.
The total value of the transferable securities and money market instruments held by the Sub-Fund in the issuing bodies in each of which it invests more than 5% of its net assets must not exceed 40% of the value of its net assets. This restriction does not apply to deposits and OTC transactions made with financial institutions subject to prudential supervision.

(2) The 10% limit laid down in paragraph (1) is raised to 20% in the case of transferable securities and money market instruments issued by the same group of companies.

(3) The 10% limit laid down in paragraph (1) is raised to a maximum of 35% if the transferable securities or money market instruments are issued or guaranteed by a Member State of the EU, by its local authorities, by a non-Member State or by public international bodies to which one or more Member States of the EU are members.

(4) The 10% limit laid down in paragraph (1) is raised to 25% for certain debt securities issued by a credit institution whose registered office is in a Member State of the EU and which is subject by law to special public supervision designed to protect the

holders of debt securities. In particular, sums deriving from the issue of such debt securities must be invested pursuant to the law in assets which, during the whole period of validity of the debt securities, are capable of covering claims attaching to the debt securities and which, in event of bankruptcy of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of accrued interest. To the extent that the Sub-Fund invests more than 5% of its assets in such debt securities, issued by the same issuer, the total value of such investments may not exceed 80% of the value of the Sub-Fund's net assets.

(5) The values mentioned in (3) and (4) above are not taken into account for the purpose of applying the 40% limit referred to under paragraph (1) above.

(6) **Notwithstanding the limits indicated above, and in accordance with the principle of risk-spreading, each Sub-Fund is authorized to invest up to 100% of its assets in transferable securities and money market instruments issued or guaranteed by a Member State of the EU, its local authorities, a member state of the Organisation for Economic Co-operation and Development (the "OECD") or public international bodies of which one or more Member States of the EU are members, provided that (i) these securities consist of at least six different issues and (ii) securities from any one issue may not account for more than 30% of the Sub-Fund's net assets.**

(7) Without prejudice to the limits laid down in (b) below, the limits laid down in (1) above are raised to maximum 20% for investment in shares and/or debt securities issued by the same body and when the Sub-Fund's investment policy is aimed at duplicating the composition of a certain stock or debt securities index, which is recognized by the CSSF and meets the following criteria:

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

The 20% limit is increased to 35% where that proves to be justified by exceptional conditions, in particular in regulated markets where certain transferable securities or money market instruments are highly dominant. The investment up to this limit is only permitted for one single issuer.

- **Bank deposits**

(8) A Sub-Fund may not invest more than 20% of its net assets in deposits made with the same entity.

- **Derivatives**

(9) The risk exposure to a counterparty in an OTC Derivative transaction may not exceed 10% of the Sub-Fund's net assets when the counterparty is a credit institution referred to in f) in Section 1 above, or 5% of its net assets in the other cases.

(10) The Sub-Fund may invest in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in (1) to (5), (8), (16) and (17). When the Sub-Fund invests in index-based financial derivative instruments, these investments do not have to be combined with the limits laid down in (1) to (5), (8), (16) and (17).

(11) When a transferable security or money market instruments embeds a derivative, the latter must be taken into account when applying the provisions laid down in

(12), (16) and (17), and when determining the risks arising on transactions in derivative instruments.

(12) With regard to derivative instruments, each Sub-Fund will ensure that its global exposure relating to derivative instruments does not exceed the total net value of its portfolio.

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

As more specifically provide for in the section "Financial Techniques and Instruments" here below and in the particulars of the Sub-Funds in Part B of the Prospectus, derivatives may be used for both hedging and investment purposes.

- **Shares or units in open-ended funds**

(13) Each Sub-Fund may not invest more than 20% of its net assets in shares or units of a single UCITS or other UCI referred to in 1) e) above.

(14) Furthermore, investments made in UCIs other than UCITS, may not exceed, in aggregate, 30% of the net assets of the Sub-Fund.

(15) To the extent that a UCITS or UCI is composed of several Sub-Funds and provided that the principle of segregation of commitments of the different Sub-Funds is ensured in relation to third parties, each Sub-Fund shall be considered as a separate entity for the application of the limit laid down in (13) here above.

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

If the Sub-Fund shall decide to invest a substantial proportion of its assets in other UCITS and/or UCIs the maximum level of management fees that may be charged to both the Sub-Fund and to the UCITS and/or UCI in which it intends to invest will be disclosed in this Prospectus under the specific information in Part B of the Prospectus regarding the concerned Sub-Fund.

- **Combined limits**

(16) Notwithstanding the individual limits laid down in (1), (8) and (9), the Sub-Funds may not combine:

- investments in transferable securities or money market instruments issued by;
- deposits made with; and/or
- exposures arising from OTC Derivatives transactions undertaken with;

a single body in excess of 20% of its net assets.

(17) The limits set out in (1) to (5), (8) and (9) cannot be combined. Thus, investments by each Sub-Fund in transferable securities or money market instruments issued by the same body or in deposits or derivative instruments made with this body in accordance with (1) to (5), (8) and (9) may not exceed a total of 35% of the net assets of the Sub-Fund.

(b) **Restrictions with regard to control**

(18) No Sub-Fund may acquire such amount of shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

(19) The Company may acquire no more than:

(i) 10% of the outstanding non-voting shares of the same issuer,
(ii) 10% of the outstanding debt securities of the same issuer,
(iii) 25% of the outstanding shares or units of the same UCITS and/or other UCI,
(iv) 10% of the outstanding money market instruments of the same issuer.

The limits set in points (ii) to (iv) may be disregarded at the time of acquisition if at that time the gross amount of debt securities or money market instruments, or the net amount of the securities in issue, cannot be calculated.

(20) The limits laid down in (18) and (19) are waived as regards:

- transferable securities and money market instruments issued or guaranteed by a Member State of the EU or its local authorities;
- transferable securities and money market instruments issued or guaranteed by a non-Member State of the EU;
- transferable securities and money market instruments issued by public international bodies of which one or more Member States of the EU are members;
- shares held in the capital of a company incorporated in a non-Member State of the EU which invests its assets mainly in securities of issuing bodies having their registered office in that state, where under the legislation of that state, such holding represents the only way in which the relevant Sub-Fund can invest in the securities of issuing bodies of that State and provided that the investment policy of the company complies with regulations governing risk diversification and restrictions with regard to control laid down herein;
- shares held in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country/state where the subsidiary is located, in regard to the repurchase of the shares at the shareholders request exclusively on its or their behalf.

4. Further restrictions

Furthermore, the following restrictions will have to be complied with:

a) no Sub-Fund may acquire either precious metals or certificates representing them;

b) no Sub-Fund may acquire real estate, provided that investments may be made in securities secured by real estate or interests therein or issued by companies which invest in real estate or interests therein;

c) no Sub-Fund may issue warrants or other rights giving holders the right to purchase Shares in such Sub-Fund;

d) without prejudice to the possibility of a Sub-Fund to acquire debt securities and to hold bank deposits, a Sub-Fund may not grant loans or act as guarantor on behalf of third parties. This restriction does not prohibit the Sub-Fund from acquiring transferable securities, money market instruments or other financial instruments that are not fully paid-up;

e) a Sub-Fund may not carry out uncovered sales of transferable securities, money market instruments or other financial instruments.

5. Exercising of subscription rights

Notwithstanding the above provisions:

a) each of the Sub-Funds does not necessarily need to comply with the limits referred to here above when exercising subscription rights attaching to transferable securities or money market instruments which form part of such Sub-Fund's portfolio concerned;

b) if the limits referred to above are exceeded for reasons beyond the control of a Sub-Fund or as a result of the exercise of subscription rights, such Sub-Fund must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its shareholders.

6. Cross-investments

A Sub-Fund of the Company may subscribe, acquire and/or hold securities to be issued or issued by one or more other Sub-Funds of the Company, provided that:

- the target Sub-Fund does not, in turn, invest in the Sub-Fund investing in the target Sub-Fund;
- no more than 10% of the assets of the target Sub-Funds whose acquisition is contemplated may be invested, according to its investment policy, in aggregate in Shares of other target Sub-Funds of the Company.

- voting rights, if any, attaching to the Shares of the target Sub-Fund are suspended for as long as they are held by the investing Sub-Fund and without prejudice to the appropriate processing in the accounts and the periodic reports;

- in any event, for as long as the Shares of the target Sub-Fund are held by the investing Sub-Fund, their value will not be taken into consideration for the calculation of the net assets of the Company for the purpose of verifying the minimum threshold of the net assets imposed by the 2010 Law.

7. Master-feeders structures

Under the conditions set forth in Luxembourg laws and regulations, the Board of Directors may, at any time it deems appropriate and to the widest extent permitted by applicable Luxembourg laws and regulations:

a) create any Sub-Fund and/or Class of Shares qualifying either as a feeder UCITS or as a master UCITS;
b) convert any existing Sub-Fund and/or Class of Shares into a feeder UCITS Sub-Fund and/or Class of Shares or change the master UCITS of any of its feeder UCITS Sub-Fund and/or Class of Shares.

By way of derogation from Article 46 of the 2010 Law, the Company or any of its Sub-Funds which acts as a feeder (the "**Feeder**") of a master-fund shall invest at least 85% of its assets in another UCITS or in a Sub-Fund of such UCITS (the "**Master**").

The Feeder may not invest more than 15% of its assets in the following elements:

a) ancillary liquid assets in accordance with Article 41 (2), second sub-paragraph of the 2010 Law;

b) financial derivative instruments which may be used only for hedging purposes, in accordance with Article 41(1), point g) and Article 42 (2) and (3) of the 2010 Law;

c) movable and immovable property which is essential for the direct pursuit of the Company's business.

III. FINANCIAL TECHNIQUES AND INSTRUMENTS

1. General principle

The Company must employ a risk-management process which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the portfolio; it must employ a process for accurate and independent assessment of the value of OTC Derivative instruments. It must regularly communicate to the CSSF and in accordance with the detailed rules defined by the latter, the types of derivative instruments, the underlying risks, the quantitative limits and the methods which are chosen in order to estimate the risks associated with transactions in derivative instruments.

The Company may employ techniques and instruments relating to transferable securities and money market instruments provided that, for the time being, such techniques and instruments are used for hedging purposes, efficient portfolio management, duration management or other risk management of the portfolio as described here below.

When these operations concern the use of derivative instruments, these conditions and limits shall conform to the provisions laid down in section "Investment Restrictions". However, the overall risk exposure related to financial derivative instruments will not exceed the total Net Asset Value of the Company. This means that the global exposure relating to the use of financial derivative instruments may not exceed 100% of the Net Asset Value of the Company and, therefore, the overall risk exposure of the Company may not exceed 200% of its Net Asset Value on a permanent basis.

Each Sub-Fund will employ the commitment or VaR approach to calculate their global exposure according to the risk profile of the relevant Sub-Fund.

Under no circumstances shall these operations cause a Sub-Fund to diverge from its investment objectives.

Furthermore, the Company may, for efficient portfolio management purposes, resort to securities lending, provided that the rules described here below are complied with.

A Sub-Fund may also invest in OTC financial derivative instruments, including, but not limited to, non-deliverable forwards, total return swaps, interest rate swaps, currency swaps, swaptions, credit default swaps, and credit linked notes for either investment or for hedging purposes and may employ techniques and instruments relating to transferable securities and money market instruments (including but not limited to securities lending) for investment purpose and efficient portfolio management.

In doing so, the Sub-Fund shall comply with applicable restrictions and in particular with ESMA guidelines on ETFs and other UCITS issues as described in CSSF Circular 14/592.

The Company shall also comply with the provisions set forth by Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 ("**SFTR**"). General information to be included in the Prospectus in accordance with section B of the annex to SFTR are provided in this Part A of the Prospectus. Specific information on securities lending and total return swaps ("**TRS**") within the scope of SFTR, which are used by the individual Sub-Funds, are disclosed in Part B of the Prospectus.

The Company will not enter into some types of securities financing transactions within the scope of SFTR, such as (a) repurchase or reverse repurchase transactions, (b) buy-sell back transactions or sell-buy back transactions, (c) margin lending transactions, and (d) securities or commodities borrowing and (e) commodities lending.

The only type of securities financing transactions used by the Company is securities lending, as further referred to in Part B of this Prospectus. Should this change in the future, the Prospectus will be amended accordingly.The risk exposures to a counterparty arising from OTC financial derivative transactions and efficient portfolio management techniques should be combined when calculating the counterparty risk limits of Article 52 of the UCITS Directive.

In no case, the use of financial derivatives instruments or other financial techniques and financial instruments may lead the Company to diverge from its investment objectives as expressed in the Prospectus.

In its financial reports, the Company must disclose:

1. the underlying exposure obtained through OTC financial derivative instruments and efficient portfolio management techniques;
2. the identity of the counterparty(ies) to these OTC financial derivative transactions and efficient portfolio management techniques; and
3. the type and amount of collateral received by the UCITS to reduce counterparty exposure.

All revenues arising from derivative financial instruments and efficient portfolio management techniques, net of direct and indirect operational costs and fees, will be returned to the relevant Sub-Fund. In particular, fees and cost may be paid to agents of the Company and other intermediaries providing services in connection with derivative financial instruments and efficient portfolio management techniques as normal compensation of their services. Such fees may be calculated as a percentage of gross revenues earned by the relevant Sub-Fund through the use of such techniques. Information on direct and indirect operational costs and fees that may be incurred in this respect as well as the identity of the entities to which such costs and fees are paid – as well as any relationship they may have with the Depositary, the Management Company or a Delegated Investment Manager – will be available in the annual report of the Company and are set out in Part B of the Prospectus for the relevant Sub-Funds.

2. Securities Lending

The Company, in order to achieve a positive return in absolute terms and to generate additional capital or income, may enter into securities lending transactions provided that they comply with the regulations set forth in CSSF Circular 08/356, CSSF Circular 14/592 and ESMA Guidelines 2014/937 concerning the rules applicable to undertakings for collective investment when they use certain techniques and instruments relating to transferable securities and money market instruments, as amended from time to time. Securities lending transactions are transactions by which a counterparty transfers securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to which they are transferred. Securities lending are used to generate additional capital or income through the transactions themselves. The Company may enter into securities lending transactions as lender of the securities provided that such transactions comply with the following rules:

(i) The Company may only lend through a standardized system organized by a recognized clearing institution or through a first class financial institution of good reputation specializing in this type of transaction approved by the board of directors of the Management Company. In all cases, the counterparty to the securities lending agreement (i.e. the borrower) must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law. The counterparties must hold a rating at investment grade level and must, in all cases, have entered into an ISDA master agreement, credit support annex and delegation EMIR reporting agreement. Any counterparty shall be approved by the board of directors of the Management Company. The list of authorized counterparties is authorized at least once a year by the board of directors of the Management Company. The counterparties are selected through market and risk-reward analysis ensuring that the counterparties offer all guarantees in terms of organization and best execution policy. In case the aforementioned financial institution acts on its own account, it is to be considered as counterparty in the securities lending agreement. If the Company lends its securities to entities that are linked to the Company by common management or control, specific attention has to be paid to the conflicts of interest which may result therefrom. The counterparties to the securities lending transactions are not related counterparties.

There are no specific requirements as to the legal status of the eligible counterparties (i.e. the corporate form of incorporation of the counterparty). The country of origin of the counterparty is an European Economic Area member state or a country belonging to the group of the 10 leading industrial nations (G10).

(ii) As part of lending transactions, the Company must in principle receive appropriate collateral the value of which at the conclusion of the contract must be at least equal to the global valuation of the securities lent. At maturity of the securities lending transaction, the appropriate collateral will be remitted simultaneously or subsequently to the restitution of the securities lent.

(iii) All assets received by the Company in the context of efficient portfolio management techniques should be considered as collateral. The collateral which must comply with the conditions set forth below under “collateral management”.

(iv) In case of a standardised securities lending system organised by a recognised clearing institution or in case of a lending system organised by a financial institution subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed for by EU law and specialised in this type of transactions, securities lent may be transferred before the receipt of the guarantee if the intermediary in question assures the proper completion of the transaction. Such intermediary may, instead of the borrower, provide to the Company a guarantee of which the value at conclusion of the contract must be at least equal to the total value of the securities lent.

(v) Securities lending transactions will be entered into depending on the market opportunities and in particular depending on the market demand for the securities held in each Sub-Fund’s portfolio at any time and the expected revenues of the transaction compared to the market conditions on the investment side. Securities lending transactions to be entered into exclusively aim to generate additional capital or income. As such, there is no restriction on the frequency under which a fund may engage into such type of transactions.

(vi) The Company must ensure that the volume of the securities lending transactions is kept at an appropriate level or that it is entitled to request the return of the securities lent in a manner that enables it, at all times, to meet its redemption obligations and that these transactions do not jeopardise the management of Company's assets in accordance with its investment policy.

(vii) Each Sub-Fund may incur costs and fees in connection with securities lending. The amount of these fees may be fixed or variable. All gross revenues arising from securities lending, net of direct and indirect operational costs and fees, will be returned to the relevant Sub-Fund.

(viii) There is no lending agent; BNP Paribas Securities Services is acting as borrower. Therefore, the Fund will not pay any fee to agents or other intermediaries. There are no commissions shared between the Sub-Funds, the Depositary and the Management Company nor direct/indirect cost. Based on the master agreement dated 27 January 2011 between the Fund as lender and BNP Paribas Securities Services as borrower, which is reviewed annually, an annual guaranteed fee is paid by the borrower directly to the Fund.

(ix) Securities lending are valued at the market price.

(x) With respect to securities lending, the Company will generally require the borrower to post collateral representing, at any time during the lifetime of the agreement, at least the total value of the securities lent (interest, dividends and other potential rights included).

(xi) The Company ensures that it is able at any time to recall any security that has been lent or terminate any securities lending transaction into which it has entered.

The Management Company does not act as securities lending agent.

Assets subject to securities lending transactions are safe-kept with the Depositary.

3. Total return swap ("TRS") arrangements

A TRS is an agreement in which one party (total return payer) transfers the total economic performance of a reference obligation to the other party (total return receiver). Total economic performance includes income from interest and fees, gains or losses from market movements, and credit losses.

In general, TRS are unfunded derivatives, i.e. no upfront payment is made by the total return receiver at inception. However, a TRS can be traded in a funded fashion, where the total return receiver pays an upfront amount in return for the total return of the reference asset. An unfunded TRS allows both parties to gain exposure to a specific asset in cost-effective manner (the asset can be held without having to pay additional costs). In contrast, a funded TRS is more costly due to the requirement of upfront payment.

When entering into TRS arrangements, or investing in other derivative financial instruments having similar characteristics to TRS, the Company must respect the limits of diversification referred to in Articles 43, 44, 45, 46 and 48 of the 2010 Law. Likewise, in accordance with Article 42 (3) of the 2010 Law and Article 48 (5) of CSSF Regulation 10-4, the Company must ensure that the underlying exposures of the TRS (respectively other similar financial instrument) are taken into account in the calculation of the investment limits laid down in Article 43 of the 2010 Law.

The Sub-Funds may not enter into swap transactions unless it ensures that the level of its exposure to the swaps is such that it is able, at all times, to have sufficient liquid assets available to meet its redemption obligations and the commitments arising out of such transactions.

The counterparties will be leading financial institutions of good reputation specialised in this type of transaction and subject to prudential regulation and supervision in an OECD member state. The counterparties must hold a rating at investment grade level and must, in all cases, have entered into an ISDA master agreement, credit support annex and delegation EMIR reporting agreement. Any counterparty shall be approved by the board of directors of the Management Company. The list of authorized counterparties is authorized at least once a year by the board of directors of the Management Company. The counterparties are selected through market and risk-reward analysis ensuring that the counterparties offer all guarantees in terms of organization and best execution policy. The selected counterparties do not have discretionary power over the composition or management of the investment portfolio of the Sub-Fund or over the underlying assets of the derivative financial instruments. There are no specific requirements as to the legal status of the eligible counterparties (i.e. the corporate form of incorporation of the counterparty).

Combined risk exposure to a single counterparty may not exceed 10% of the respective Sub-Fund's assets when the counterparty is a credit institution referred to in Article 41 paragraph (1) (f) of the 2010 Law or 5% of its assets in any other cases.

The TRS and other derivative financial instruments that display the same characteristics shall not confer to the Sub-Fund a right of action against the counterparty in the swap or in the derivative financial instrument, and any eventual insolvency risk of the counterparty may make it impossible for the payments envisioned to be received.

The total commitment arising from total return swap transactions of a particular Sub-Fund shall be the market value of the underlying assets used for such transactions at inception.

The net exposure of total return swap transactions in conjunction with all exposures resulting from the use of options, interest rate swaps and financial futures may not in respect of each Sub-Fund exceed at any time the Net Asset Value of such Sub-Fund.

There is a valuation each Business Day, which is counter checked by an independent party. In case of big discrepancies, the Management Company will conduct further investigations. Typically, investments in total return swap transactions will be made in order to adjust regional exposures, limit settlement and custodian risks as well as repatriation risk in certain markets and to avoid costs and expenses related to direct investments or sale of assets in certain jurisdictions as well as foreign exchange restrictions.

Assets subject to TRS transactions are safe-kept with the Depositary.

4. Collateral management and policy for OTC financial derivatives and efficient management techniques ("EMT")

As security for any EMT and OTC financial derivatives transactions, the relevant Sub-Fund will obtain collateral, under the form of bonds (bonds issued or guaranteed by a member state of the OECD or by their local public authorities; or by supranational institutions and undertakings with EU, regional or

world-wide scope) and cash, covering at least the market value of the financial instruments object of EMT and OTC financial derivatives transactions. For the OTC financial derivatives transactions only, the eligible collateral could include in addition to the bonds and cash also equities via ETFs (UCITS eligible).

Collateral received must at all times meet the following criteria:

1. Liquidity: collateral must be sufficiently liquid in order for it to be sold quickly at a robust price that is close to its pre-sale valuation.

2. Valuation: collateral must be capable of being valued on at least a daily basis and must be marked to market daily.

3. Issuer credit quality: the Company will ordinarily only accept very high quality collateral.

4. Correlation: the collateral received by the Sub-Fund will be issued by an entity that is independent from the counterparty and that does not display a high correlation with the performance of the counterparty.

5. Safekeeping: collateral must be transferred to and will be safe-kept with the Depositary or its agent, which is subject to prudential supervision, is an unrelated counterparty and qualifies as third party custodian. Where there is a title transfer, collateral received should be held by the Depositary or one of its sub-custodians to which the Depositary has delegated the custody of such collateral. For other types of collateral arrangement (e.g. a pledge), collateral can be held by a third party custodian which is subject to prudential supervision and which is unrelated to the provider of the collateral.

6. Enforceable: collateral must be immediately available to the Company without recourse to the counterparty, in the event of a default by that entity.

7. Risk management: risks linked to the management of collateral, such as operational and legal risks, will be identified, managed and mitigated by the risk management process.

In particular, the following specific restrictions apply:

(a) Non-cash collateral

- cannot be sold, pledged or re-invested;
- must be issued by an entity independent of the counterparty; and
- must be diversified to avoid concentration risk in one issue, sector or country.

(b) Cash collateral can only be:

- placed on deposit with entities prescribed in Article 41 (f) of the 2010 Law;
- invested in high-quality government bonds;
- invested in short-term money market funds as defined in ESMA's Guidelines on a Common Definition of European Money Market Funds. Each Sub-Fund may reinvest cash which it receives as collateral in connection with the use of techniques and instruments for efficient portfolio

management, pursuant to the provisions of the applicable laws and regulations, including CSSF Circular 08/356, as amended by CSSF Circular 11/512 and the ESMA Guidelines.

Re-invested cash collateral will expose the Sub-Fund to certain risks such as foreign exchange risk, the risk of a failure or default of the issuer of the relevant security in which the cash collateral has been invested. Re-invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral.

Each Sub-Fund must make sure that it is able to claim its rights on the guarantee in case of the occurrence of an event requiring the execution thereof. Therefore, the guarantee must be available at all times, either directly or through the intermediary of a first class financial institution or a wholly-owned subsidiary of this institution, in such a manner that the Sub-Fund is able to appropriate or realize the assets given as guarantee, without delay, if the counterparty does not comply with its obligation to return the securities. During the duration of the agreement, the guarantee cannot be sold or given as a security or pledged.

(c) Collateral diversification (asset concentration)

Collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Company receives from a counterparty of efficient portfolio management and over-the-counter financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its Net Asset Value. When the Company is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from this sub-paragraph, the Company may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State of the EU, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. In such case, the Company should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the Company's Net Asset Value. The Company intends to be fully collateralised in securities issued or guaranteed by a Member State of the EU. The Company may accept as collateral for more than 20% of its Net Asset Value securities issued or guaranteed by Member States of the EU.

5. Haircut Policy

When entering into securities lending transactions, each Sub-Fund must receive, in principle, a guarantee the value of which is, during the lifetime of the lending agreement, at least equivalent to 105% of the global valuation (interests, dividends and other possible rights included) of the securities lent, depending on the degree of risk that the market value of the assets included in the guarantee may fall.

The eligible collateral will be represented only by Government Bonds with the following characteristic and haircuts:

Asset class	Eligible collateral	Margin required	Concentration by issuer
Fixed Income			
Government Bonds ITALIA	Investment grade	105%	20%
Government Bonds EUR (Italy not included)	Investment grade	105%	20%
Government Bonds USD	Investment grade	105%	20%
Government Bonds CHF	Investment grade	105%	20%
Government Bonds GBP	Investment grade	105%	20%

For cash, the haircut will be 0%. This holds only true for cash of the same currency as of the Sub-Fund.

When entering into **OTC transaction** each Sub-Fund must receive or pay a guarantee managed by the Credit Support Annex (the "**CSA**") to the ISDA in place with each counterparty. The Company must proceed on a daily basis to the valuation of the guarantee received or paid, using available market prices and taking into account appropriate discounts which will be determined in accordance to the CSA for each asset class based on its haircut policy. The policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets.

Any haircuts applicable to collateral are agreed conservatively with each OTC financial derivative counterparty on case-by-case basis. They will vary according to the terms of each collateral agreement negotiated and prevailing market practice and conditions. Collateral received or paid by the Company shall predominantly be limited to cash and government bonds according to the CSA.

Each Sub-Fund will obtain the following collateral covering at least the market value of the financial instrument object of the OTC transaction:

Asset class/instruments	Haircut
Cash	0%
Government bonds with maturity up to 1 year	between 0% and 2%
Government bonds with maturity more than to 1 year	between 0% and 5%

The absence of haircut is mainly due to the very short term of the transactions.

6. Special limits for derivatives

6.1 Special limits relating to equity swaps and index swaps

The Company may conclude equity swaps and swaps on market index, in accordance with the investment restrictions as stated in Part A Section II:

- with first class counterparties specialised in this type of transaction and subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law;
- where underlying assets comply with the investment objectives and policy of the Sub-Fund;
- they may be liquidated at any time at their valuation value;
- whose valuation, realized independently, must be reliable and verifiable on a daily basis;
- for hedging purposes or not.

Each index will comply with the classification of "financial index" pursuant to Article 9 of the Grand Ducal Regulation of February 8, 2008 relating to certain definitions of the 2010 Law and with CSSF Circular 14/592.

6.2 Conclusion of "Contracts for Difference" ("CFD")

Each Sub-Fund may enter into CFD. A CFD is an agreement between two parties for the exchange, at the end of the contract, of the difference between the open price and the closed price of the contract, multiplied by the number of units of the underlying assets specified in the contract. These differences in the settlements are therefore made by payment in cash more than by physical delivery of underlying assets.

When these CFD transactions are carried out for a different purpose than the one of risk hedging, the risk exposure relating to these transactions, together with the global risk relating to other derivative instruments shall not, at any time, exceed the Net Asset Value of the concerned Sub-Fund.

Particularly, the CFD on transferable securities, on financial index or on swaps shall be used strictly in accordance with the investment policy followed by each Sub-Fund. Each Sub-Fund shall ensure an adequate and permanent coverage of its commitments related to CFDs in order to face the redemption requests of shareholders.

6.3 Currency Hedging

In order to protect its present and future assets and liabilities against the fluctuation of currencies, the Company may enter into transactions the object of which is the purchase or the sale of forward foreign exchange contracts, the purchase or the sale of call options or put options in respect of currencies, the purchase or the sale of currencies forward or the exchange of currencies on a mutual agreement basis provided that these transactions be made either on exchanges or over-the-counter with first class financial institutions specializing in these types of transactions and being participants of the over-the-counter markets.

The objective of the transactions referred to above presupposes the existence of a direct relationship between the contemplated transaction and the assets or liabilities to be hedged and implies that, in principle, transactions in a given currency, including a currency bearing a substantial relation to the value of the reference currency (i.e. currency of denomination) of the relevant Sub-Fund -known as

"hedging by proxy"- may not exceed the total valuation of the assets and liabilities held in such currency nor may they, as regards their duration, exceed the period where such assets are held or anticipated to be acquired or for which such liabilities are incurred or anticipated to be incurred.

In its financial reports, the Company must indicate for the different categories of transactions involved, the total amount of commitments incurred under such outstanding transactions as of the reference date for such financial reports.

6.4 Currency hedging on share class level

A Class of Shares may be currency hedged or unhedged. Where a Class of Shares is currency hedged, this will be indicated with a "Yes" to "Hedged" in Part B of this Prospectus (a "Currency Hedged Class of Shares"). For Currency Hedged Classes of Shares, the fluctuation risk of the price for Currency Hedged Classes of Shares is hedged against the Reference Currency of the relevant Sub-Fund.

Daily subscriptions and redemptions may lead to conditions where it is difficult to attain a perfect hedge within the Currency Hedged Class of Shares. For each Currency Hedged Class of Shares, provision is made for the amount of hedging to not fall short of 95% of the portion of the Net Asset Value of the Currency Hedged Class of Shares and to not exceed 105% of the Net Asset Value of the Currency Hedged Class of Shares. Hedged positions will be reviewed on an ongoing basis, at least on every Valuation Day, to ensure that the hedging of the Currency Hedged Class of Shares does not exceed or fall short of these limits.

Changes in the market value of the portfolio, as well as in subscriptions and redemptions in the Currency Hedged Class of Shares, can result in the hedging temporarily exceeding the aforementioned range.

However, in such circumstances the Company and the relevant Investment Manager will take the necessary steps to bring the hedging back within such limits. Given that there is no segregation of liabilities between Classes of Shares, there is a risk that, under certain circumstances, currency hedging transactions in relation to Classes of Shares which are indicated as "hedged" could result in liabilities which might affect the Net Asset Value of the other Classes of Shares of the same Sub-Fund.

Any exposure to a counterparty of such derivative transactions will be in line with article 43 of the 2010 Law in respect to the Net Asset Value of the Currency Hedged Class of Shares.

The fees and costs of hedging the Currency Hedged Class of Shares will accrue only to the Shareholders of that Currency Hedged Class of Shares.

A complete list of currently available Share Classes may be requested from the Management Company.

Currency exposures in the Sub-Funds which have issued Currency Hedged Classes of Shares will be monitored on an ongoing basis in line with risk management procedures applied by the Management Company, including, among others, the active monitoring of contagion risk. A copy of the risk management policy is available to Shareholders upon request at the registered office of the Management Company.

IV. MEASURES TO COMBAT MONEY LAUNDERING AND TERRORIST FINANCING AND REGISTER OF BENEFICIAL OWNERS

Pursuant to the applicable provisions of Luxembourg laws and regulations in relation to the fight against money laundering and terrorist financing ("**AML/CFT**"), obligations have been imposed on the Company as well as on other professionals of the financial sector to prevent the use of funds for money laundering and financing of terrorism purposes.

The Company and the Management Company will ensure their compliance with the applicable provisions of the relevant Luxembourg laws and regulations as they may be amended, revised or supplemented from time to time, including but not limited to the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing (the "**2004 AML/CFT Law**"), the Grand-Ducal Regulation of 1 February 2010 providing detail on certain provisions of the 2004 AML/CFT Law (the "**2010 AML/CFT Regulation**"), CSSF Regulation N°12-02 of 14 December 2012 on the fight against money laundering and terrorist financing (the "**CSSF Regulation 12-02**") and relevant CSSF Circulars in the field of AML/CFT, including but not limited to CSSF Circular 18/698 on the authorization and organization of investment fund managers incorporated under Luxembourg law (the "**CSSF Circular 18/698**", and the above collectively referred to as the "**AML/CTF Rules**").

In accordance with the AML/CTF Rules, the Company and the Management Company are required to apply due diligence measures on the investors (including on their ultimate beneficial owner(s)), their delegates in accordance with their respective policies and procedures put in place from time to time. Based on article 3 (7) of the 2004 AML/CFT Law, the Company and the Management Company are also required to apply precautionary measures regarding the assets of the Company. Where Shares are subscribed through an intermediary acting on behalf of the investor, enhanced customer due diligence measures for this intermediary will also be applied in accordance with the 2004 AML/CFT Law and the CSSF Regulation 12-02.
Among others, the AML/CTF Rules require a detailed verification of a prospective investor's identity. In this context, the Company, the Management Company or the Administrator or any Distributor, nominee or any other type of intermediary (as the case may be), acting under the responsibility and supervision of the Company will require prospective investors to provide them with any information, confirmation and documentation until the requesting entity is reasonably satisfied that the requirements of the 2004 AML/CFT Law and any other applicable AML Regulations are complied with.

In accordance with article 3-1 of the 2004 AML/CFT Law, the obligations to perform customer due diligence measures on the investors may be simplified in situations where the risk of money laundering or terrorist financing has been assessed as low. A simplified customer due diligence is not an exemption from any of the customer due diligence measures; however, the Management Company may adjust the amount, timing, or type of each or all of the customer due diligence measures in a way that is commensurate with the low risk it has identified.

In the event of delay or failure by a prospective investor to produce any information required for verification purposes, the Company is entitled to refuse the application. Similarly, when Shares are issued, they cannot be redeemed or converted until full details of registration and anti-money laundering documents have been completed.
In addition, the Company, the Management Company, or the Administrator or any Distributor, nominee or any other type of intermediary (as the case may be), acting under the responsibility and supervision of the Company, may request investors to provide additional or updated identification documents from

time to time pursuant to on-going client due diligence requirements under the AML/CTF Rules, and investors shall be required and accept to comply with such requests.

Moreover, prospective or current investors who fail to comply with the above requirements may be subject to additional administrative or criminal sanctions under applicable laws, including but not limited to the laws of the Grand Duchy of Luxembourg.

Pursuant to the Luxembourg law of 13 January 2019 on the register of beneficial owners (the "**RBO Law**"), the Company (or the Management Company, as the case may be) is subject to the obligation to file certain information on the natural persons considered as their beneficial owners, as defined in the 2004 AML/CFT Law, with the register of beneficial owners (the "**RBO**"). Such information includes, 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 required, among others, (i) to make such information available upon request to certain Luxembourg national authorities (including the CSSF, the *Commisariat 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/CTF Rules, and (ii) to register such information in a publicly available central RBO.

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 the 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 institutions, financial institutions, bailiffs and notaries acting in their capacity as public officers, which can thus always consult the RBO.

In light of the above RBO Law requirements, any persons willing to invest in the Company and any beneficial owner(s) of such persons (i) are required to provide, and agree to provide, the Company and as the case being the Administrator or their Distributor, nominee or any other type of intermediary (as the case may be), with the necessary information in order to allow the Company to comply with its obligations in terms of beneficial owner identification, registration and publication under the RBO Law, and (ii) accept that such information will be made available among others to Luxembourg national authorities and other professionals of the financial sector as well as to the public, with certain limitations, through the RBO.

V. RISK FACTORS

1. General risk considerations applicable to the Company

An investment in the Company is not a deposit in a bank or other insured depository institution. Investment may not be appropriate for all investors. The Company is not intended to be a complete investment programme and investors should consider their long-term investment goals and financial needs when making an investment decision. An investment in the Company is intended to be a long-term investment.
Past performance is not necessarily a guide to the future. The value of Shares, and the return derived from them, can fluctuate and can go down as well as up. There can be no assurance, and no assurance is given, that the Company will achieve its investment objectives. An investor who realises his investment after a short period may, in addition, not realise the amount that he originally invested because of the initial charge applicable on the issue of Shares.

The value of an investment in the Company will be affected by fluctuations in the value of the currency of denomination of the relevant Sub-Fund's Shares against the value of the currency of denomination of that Sub-Fund's underlying investments. It may also be affected by any changes in exchange control regulations, tax laws, economic or monetary policies and other applicable laws and regulations. Adverse fluctuations in currency exchange rates can result in a decrease in return and in a loss of capital.

An investment in equity instruments may decline in value over short or even extended periods of time as well as rise. Shareholders should be aware that the holding of warrants may result in increased volatility of the relevant Sub-Fund's value.

Sub-Funds which invest in fixed interest securities are subject to changes in interest rates and the interest rate environment. Generally, the prices of bonds and other debt securities will fluctuate inversely with interest rate changes. Fixed-income securities are subject to credit risk, which is an issuer's inability to meet principal and interest payments on the obligations, and may be subject to price volatility due to interest rate sensitivity. Some strategies utilised may be based on bonds issued by issuers with a high credit risk. Sub-Funds investing in high-yield / non-investment grade securities (securities rated below BBB by Standard and Poor's or an equivalent rating) present a higher than average risk due to the greater fluctuation of their currency or the quality of the issuer.

2. FATCA / CRS – Investor obligation to report information

Under the terms of the Luxembourg law dated 24 July 2015, as amended from time to time (the "**FATCA Law**") and of the Luxembourg law of 18 December 2015, as amended from time to time (the "**CRS Law**"), the Company is likely to be treated as a (Foreign) Luxembourg Reporting Financial Institution. As such, the Company may require all shareholders to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above-mentioned regulations.

Although the Company will attempt to satisfy any obligations as necessary to avoid any withholding tax and/or penalties under the FATCA Law or penalties or fines under the CRS Law, there can be no assurance that the Company will be able to satisfy these obligations. Should the Company become subject to a withholding tax and/or penalties as a result of the FATCA regime and/or to penalties or

fines as a result of the CRS regime, 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 who would not be compliant with FATCA (i.e. the so-called foreign passthru payments withholding tax obligation). The Company and/or its shareholders may also be indirectly affected by the fact that a non U.S. financial entity does not comply with FATCA regulations even if the Company satisfies with its own FATCA obligations.

3. Base Erosion and Profit Shifting and Anti-Tax Avoidance Directives

It should further be noted that the pace of evolution of fiscal policy and practice has been lately quickened due to a number of developments. In particular, the Organization for Economic Co-operation and Development (the "**OECD**") together with the G20 countries have committed to address abusive global tax avoidance, referred to as base erosion and profit shifting ("**BEPS**") through 15 actions detailed in reports released on 5 October 2015.

As part of the BEPS project, new rules dealing inter alia with the abuse of double tax treaties, the definition of permanent establishments, controlled foreign companies, restriction on the deductibility of excessive interest payments and hybrid mismatch arrangements, are being introduced into respective domestic law of BEPS member states via European directives and a multilateral instrument.

The European Council has adopted two Anti-Tax Avoidance Directives (i.e. Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market ("**ATAD I**") and Council Directive (EU) 2017/952 of 29 May 2017 amending ATAD I as regards hybrid mismatches with third countries ("**ATAD II**")) that address many of the above-mentioned issues. The measures included in ATAD I and ATAD II were implemented by the Luxembourg law of 21 December 2018 (the "**ATAD I Law**") and the Luxembourg law of 20 December 2019 (the "**ATAD II Law**"). Almost all of these measures are applicable since 1 January 2019 and 1 January 2020 respectively and may significantly affect underlying returns made to the Company and thus to the shareholders.

Furthermore, the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (the "**MLI**") was published by the OECD on 24 November 2016. The aim of the MLI is to update international tax rules and lessen the opportunity for tax avoidance by transposing the results from the BEPS project into more than 2,000 double tax treaties worldwide. A number of jurisdictions (including Luxembourg) have signed the MLI. Luxembourg ratified the MLI through the Luxembourg law of 7 March 2019 and deposited its instrument of ratification with the OECD on 9 April 2019. As a result, the MLI entered into force for Luxembourg on 1 August 2019. Its application per double tax treaty concluded by Luxembourg will depend on the ratification by the other contracting state and on the type of tax concerned. Subsequent changes in tax treaties negotiated by Luxembourg could significantly affect underlying returns made to the Company and thus to the shareholders.

4. Data protection

In accordance with the provisions of the EU Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") and any data protection law applicable in Luxembourg (including but not limited to the law of 1st August 2018 on the organization of the National Commission for Data Protection and the general regime on data protection, as may be amended or replaced) (collectively hereinafter the "**Data Protection Laws**"), the Company, as data controller (the "Data Controller") collects, stores and processes, by electronic or other means, the Personal Data (as defined below) supplied by the investors and/or the prospective investors or, if the investors and/or the prospective investors are legal entities, any natural person related to the investors and/or the prospective investors such as their contact person(s), employee(s), trustee(s), agent(s), representative(s) and/or beneficial owner(s) (the "**Data Subjects**"), for the purpose of the subscription and holding of Shares by the investors and complying with its legal and regulatory obligations. The personal data processed includes, in particular (i) for individual investors: the name, contact details (including postal or email address), banking details, invested amount and holdings in the Company of each of the investors; (ii) for corporate investors: the name and address (including postal and/or e-mail address) of the natural person related to the investors such as their contact person(s), employee(s), trustee(s), agent(s), representative(s) and/or beneficial owner(s); and (iii) any personal data the processing of which is required in order to comply with regulatory requirements, including tax law and foreign laws (all the personal data mentioned above, collectively, the "**Personal Data**"). The Data Subjects may at their discretion refuse to communicate the Personal Data to the Data Controller. In this case, however, the Data Controller may reject a request for subscription for Shares if the relevant Personal Data is necessary to this subscription.
Investors who are legal persons undertake and guarantee to process Personal Data and to supply such Personal Data to the Company in compliance with the Data Protection Laws, including, where appropriate, informing the relevant Data Subjects of the contents of the present section, in accordance with Articles 12, 13 and/or 14 of the GDPR.

Personal Data supplied by Data Subjects are processed in order to enter into and execute the subscription in the Fund (i.e. to perform any pre-contractual measures as well as the contract entered into by the Data Subjects), for the legitimate interests of the Data Controller and to comply with the legal obligations imposed on the Data Controller. In particular, the Personal Data supplied by Data Subjects is processed for the purposes of (i) processing subscriptions, redemptions and conversions of Shares and payments of dividends to investors, (ii) account administration, (iii) maintaining the register of shareholders of the Company, (iv) client relationship management, (v) performing controls on excessive trading and market timing practices, (vi) tax identification as may be required under Luxembourg or foreign laws and regulations (including laws and regulations relating to FATCA or CRS) and (vii) complying with applicable AML/CTF Rules and other legal obligations. In addition, Personal Data may be processed for the purposes of marketing. Each investor has the right to object to the use of its Personal Data for marketing purposes by writing to the Company.

The "legitimate interests" of the Company referred to above are: (a) the processing purposes described in point (iv) of the above paragraph of this clause; (b) the provision of the proof, in the event of a dispute, of a transaction or any commercial communication; as well as in connection with any proposed purchase, merger or acquisition of any part of the Company's business and (c) exercising the business of the Company in accordance with reasonable market standards.

In the context of the above-mentioned purposes, the Data Controller may delegate the processing of the Personal Data, in compliance and within the limits of the applicable laws and regulations, to other data recipients which refer to, inter alia, the Management Company, the Depositary and Paying Agent, the Registrar, the Domiciliary and Listing Agent, the Administrative Agent, the Delegated Investment Managers, the Distributors, the Legal Advisor, and the Auditor (the "**Recipients**").

The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the "**Sub-Recipients**"), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Data Controller and/or assisting the Recipients in fulfilling their own legal obligations.

The Recipients and Sub-Recipients may be located either inside or outside the European Economic Area (the "**EEA**").

Where the Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for personal data, the Data Controller will enter into legally binding transfer agreements with the relevant Recipients in the form of the EU Commission's approved model clauses. Where the Sub-Recipients are located outside the EEA in a country which does not ensure an adequate level of protection for personal data, the Recipients shall also enter into legally binding transfer agreements with the relevant Sub-Recipients in the form of the EU Commission's approved model clauses. In this respect, the Data Subjects have a right to request copies of the relevant document for enabling the Personal Data transfer(s) towards such countries by writing to the Data Controller or, where the Recipients disclose the Personal Data to the Sub-Recipients and where relevant, to the Recipient.

The Recipients and Sub-Recipients may, as the case may be, process the Personal Data as data processors (when processing the Personal Data upon instructions of the Data Controller), or as distinct data controllers (when processing the Personal Data for their own purposes, namely fulfilling their own legal obligations). The Data Controller may also transfer Personal Data to third parties such as governmental or regulatory agencies including tax authorities, in or outside the European Union, in accordance with applicable laws and regulations. In particular, such Personal Data may be disclosed to the Luxembourg tax authorities, which in turn may, acting as data controller, disclose the same to foreign tax authorities.

In accordance with the conditions laid down by the Data Protection Laws, Data Subjects have the right to:

- request access to their Personal Data;
- request the correction of their Personal Data where it is inaccurate or incomplete;
- object to the processing of their Personal Data;
- request erasure of their Personal Data;
- request for restriction of the use of their Personal Data; and
- request for Personal Data portability.

The Data Subjects may exercise their above rights by writing to the Data Controller at the following address: 2, bd de la Foire, 1528 Luxembourg.

The Data Subjects are also informed of the existence of their right to lodge a complaint with the CNPD at the following address: 1, Avenue du Rock'n'Roll, L-4361 Esch-sur-Alzette, Grand Duchy of

Luxembourg; or with any competent data protection supervisory authority in their EU Member State of residence.

Personal Data will not be retained for a period longer than necessary for the purpose of the data processing, subject to applicable legal minimum retention periods.

5. Risk considerations applicable to the use of derivatives

While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. Investment in derivatives may add volatility to the performance of the Sub-Funds and involve peculiar financial risks. The following is a summary of the risk factors and issues concerning the use of derivatives that investors should understand before investing in the Company.

a) Market risk

This is a general risk that applies to all investments meaning that the value of a particular derivative may change in a way which may be detrimental to the Company's interests.

b) Control and monitoring

Derivative products are highly specialised instruments that require investment techniques and risk analysis different from those associated with equity and fixed income securities. The use of derivative techniques requires an understanding not only of the underlying assets of the derivative but also of the derivative itself, without the benefit of observing the performance of the derivative under all possible market conditions. In particular, the use and complexity of derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to a Company and the ability to forecast the relative price, interest rate or currency rate movements correctly.

c) Liquidity risk

Liquidity risk exists when a particular instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is illiquid, it may not be possible to initiate a transaction or liquidate a position at an advantageous price (however, the Company will only enter into OTC Derivatives if it is allowed to liquidate such transactions at any time at fair value).

d) Counterparty risk

The Company may enter into transactions in OTC markets, which will expose the Company to the credit of its counterparties and their ability to satisfy the terms of such contracts. In the event of a bankruptcy or insolvency of a counterparty, the Company could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated.

e) Reinvestment of collateral

A Sub-Fund may also incur a loss in reinvesting cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Sub-Fund to the counterparty as required by the terms of the transaction. The Sub-Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Sub-Fund.

f) Residual currency risk

Due to the volatility of the underlying portfolios, the Company cannot guarantee that the Shares of Classes of Shares which are denominated in a currency other than the Sub-Fund's Reference Currency and whose currency risk against the Sub-Fund's Reference Currency is systematically hedged are at all times fully hedged against currency risk. A residual currency risk therefore always remains.

g) Contagion risk

Gains or losses arising from currency hedging transactions are borne by the shareholders of the respective Currency Hedged Class of Shares. Given that there is no segregation of liabilities between Classes of Shares, there is a risk that, under certain circumstances, the settlement of currency hedging transactions or the requirement for collateral (if such activity is collateralised) in relation to one Currency Hedged Class of Shares could have an adverse impact on the Net Asset Value of the other Classes of Shares in issue. Although this risk will be mitigated, it cannot be fully eliminated, as there may be circumstances where it is not possible or practical to do so. For example, where the Sub-Fund needs to sell securities to fulfil financial obligations specifically related to the Currency Hedged Classes of Shares or where the counterparty to a derivative transaction defaults, such actions could adversely affect the Net Asset Value of the other Classes of Shares in the relevant Sub-Fund.

h) Other risks

Other risks in using derivatives include the risk of differing valuations of derivatives arising out of different permitted valuation methods and the inability of derivatives to correlate perfectly with underlying securities, rates and indices. Many derivatives, in particular OTC Derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which may act as counterparties to the transaction to be valued. Inaccurate valuations can result in increased cash payment requirements to counterparties or a loss of value to a Company. However, this risk is limited as the valuation method used to value OTC Derivatives must be verifiable by an independent auditor.

The use of financial derivative instruments implies additional risks due to the leverage thus created. Leverage occurs when a modest capital sum is invested in the purchase of derivatives in comparison with the cost of direct acquisition of the underlying assets. The higher the leverage effect, the greater the variation in the price of the derivative in the event of fluctuation in the price of the underlying asset (in comparison with the subscription price calculated in the conditions of the derivative). The potential and the risks of derivatives thus increase in parallel with the increase of the leverage effect. Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, a Company's use of derivative techniques may not always be an

effective means of, and sometimes could be counterproductive to, following a Company's investment objective.

6. Custody risk

The Depositary's liability only extends to its own negligence and wilful default and to that caused by the negligence or wilful misconduct of certain of its local agents, and does not extend to losses due to the liquidation, bankruptcy, negligence or wilful default of any registrar. In the event of such losses, the Company will have to pursue its rights against the issuer and/or the appointed registrar of the securities.

Securities held with a local correspondent or clearing / settlement system or securities correspondent ("**Securities System**") may not be as well protected as those held within Luxembourg. In particular, losses may be incurred as a consequence of the insolvency of the local correspondent or Securities System. In some markets, the segregation or separate identification of a beneficial owner's securities may not be possible or the practices of segregation or separate identification may differ from practices in more developed markets.

7. Conflicts of interest

The Management Company, the distributor(s), the Delegated Investment Manager, if any, the Depositary and the Administrative Agent may, in the course of their business, have potential conflicts of interest with the Company. Each of the Management Company, the distributor(s), the Delegated Investment Manager, if any, the Depositary and the Administrative Agent will have regard to their respective duties to the Company and other persons when undertaking any transactions where conflicts or potential conflicts of interest may arise. In the event that such conflicts do arise, each of such persons has undertaken or will be requested by the Company to undertake to use its reasonable endeavours to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and to ensure that the Company and the shareholders are fairly treated.

7.1 Conflicts of interests in the case of securities lending

No lending agent will be appointed. Therefore, no conflicts of interests are expected.

8. Total return swaps ("TRS")

These contracts represent a derivative combining market risk and credit risk which are affected by interest rate fluctuations, as well as events and credit prospects. A TRS, which involves the receipt of a total return by the Sub-Fund, is similar in terms of risk profile because it genuinely holds the underlying benchmark security. Furthermore, these transactions can be less liquid than interest rate swaps, as there is no standardisation of the underlying benchmark index and this situation can have a negative impact on the ability to settle the TRS position, or on the price at which the settlement is performed. The swap contract is an agreement between two parties, each of whom must bear the credit risk of the other. Hedging is used to minimise this risk. The information risk for TRS is reduced through adherence to the standard ISDA documentation.

When the investment policy of a Sub-Fund provides that the latter may invest in TRS and/or other derivative financial instruments that display similar characteristics, these investments will be made in compliance with the investment policy of such Sub-Fund.

Unless the investment policy of a Sub-Fund provides otherwise, such TRS and other derivative financial instruments that display the same characteristics may have underlyings such as currencies, interest rates, transferable securities, a basket of transferable securities, indexes, or undertakings for collective investment.

The counterparties to such TRS will be high-standing financial institutions specialised in this type of transaction and subject to prudential supervision.

These counterparties do not have discretionary power over the composition or management of the investment portfolio of the Sub-Fund or over the underlying assets of the derivative financial instruments.

The TRS and other derivative financial instruments that display the same characteristics shall not confer to the Company a right of action against the counterparty in the swap or in the derivative financial instrument, and any eventual insolvency of the counterparty may make it impossible for the payments envisioned to be received.

9. Risk Considerations applicable to the use of ABS, MBS and CoCo

9.1. Asset-backed Securities ("ABS") and Mortgage-backed Securities ("MBS")

An ABS is a generic term for a debt security issued by corporations or other entities (including public or local authorities) backed or collateralised by the income stream from an underlying pool of assets. The underlying assets typically include loans, leases or receivables (such as credit card debt, automobile loans and student loans). An ABS is usually issued in a number of different classes with varying characteristics depending on the riskiness of the underlying assets assessed by reference to their credit quality and term and can be issued at a fixed or a floating rate. The higher the risk contained in the class, the more the ABS pays by way of income.

A MBS is a generic term for a debt security backed or collateralised by the income stream from an underlying pool of commercial and/or residential mortgages. This type of security is commonly used to redirect the interest and principal payments from the pool of mortgages to investors. A MBS is normally issued in a number of different classes with varying characteristics depending on the riskiness of the underlying mortgages assessed by reference to their credit quality and term and can be issued at a fixed or a floating rate of securities. The higher the risk contained in the class, the more the MBS pays by way of income.

The obligations associated with ABS and MBS may be subject to greater credit, liquidity and interest rate risk compared to other fixed income securities such as government issued bonds. ABS and MBS are often exposed to extension risk (where obligations on the underlying assets are not paid on time) and prepayment risks (where obligations on the underlying assets are paid earlier than expected), these risks may have a substantial impact on the timing and size of the cashflows paid by the securities and may negatively impact the returns of the securities. The average life of each individual security may be affected by a large number of factors such as the existence and frequency of exercise of any optional redemption and mandatory prepayment, the prevailing level of interest rates, the actual default rate of the underlying assets, the timing of recoveries and the level of rotation in the underlying assets.

9.2. Contingent Convertible Bonds ("CoCos")

CoCos are unlimited, principally fixed-income bonds with a hybrid character which are issued as bonds with fixed coupon payments, but which upon a trigger event are mandatorily converted into company shares or written down, provided that respective trigger events are set out in the issuing terms of the CoCos. Coupon payments on certain CoCos may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time. Contrary to typical capital hierarchy, CoCo investors may suffer a loss of capital before equity holders.

Most CoCos are issued as perpetual instruments which are callable at pre-determined dates. Perpetual CoCos may not be called on the predefined call date and investors may not receive return of principal on the call date or at any date.

There are no widely accepted standards for valuing CoCos. The price at which bonds are sold may therefore be higher or lower than the price at which they were valued immediately before their sale.

In certain circumstances finding a ready buyer for CoCos may be difficult and the seller may have to accept a significant discount to the expected value of the bond in order to sell it.

There are three types of CoCos with different percentage of risk weigthed assets (RWA). The implemented legislation through the Capital Requirements Directive IV (CRD IV) and Capital Requirement Regulation (CRR) as with Basel III, mandates a change in the quantity of the highest quality capital layer Common Equity Tier 1 (CET1), increasing from what was effectively 2% to 4.5% of RWA. While the intent of the legislation is to ensure an increase in a bank's common equity, the regulation allows a financial institution to issue Additional Tier 1 (AT1) securities in non-CET1 capital but in the form of CoCos so that Tier 1 capital is at least 6% of RWA at all times. CoCos may also be issued as Tier 2 (T2) instruments so that total capital is at least 8% of RWA at all times.

There are potential risks to investing in CoCos which include the following:

Trigger level risk: CoCos which qualify as AT1 (additional tier 1capital) can be converted in Common Equity (CET1 or Tier 1 common equity capital) if certain level are triggered. So CoCos which are AT1 carries de facto an equity risk. The amount of CET1 varies depending on the issuer while trigger levels differ depending on the specific terms of issuance. The trigger could be activated either through a material loss in capital as represented in the numerator or an increase in risk weighted assets as measured in the denominator.

Coupon cancellation: Coupon payments on AT1 instruments are entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

While all CoCos (AT1 and T2) are subject to conversion or write down when the issuing bank reaches the trigger level, for AT1s there is an additional source of risk for the investor in the form of coupon cancellation in a going concern situation. Coupon payments on AT1 instruments are entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time. The cancellation of coupon payments on AT1 CoCos does not amount to an event of default. Cancelled payments do not accumulate and are instead written off. This significantly increases uncertainty in the valuation of AT1 instruments and may lead to mispricing of risk. Perhaps most challenging to investors, given the required absence of dividend stoppers/pushers, the AT1 holders may

see their coupons cancelled while the issuer continues to pay dividends on its common equity and variable compensation to its workforce.

Capital structure inversion risk: Contrary to classic capital hierarchy, CoCo investors may suffer a loss of capital when equity holders do not.

In certain scenarios, holders of CoCos will suffer losses ahead of equity holders, e.g., when a high trigger principal write-down CoCo is activated. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss. This is less likely with a low trigger CoCo when equity holders will already have suffered loss. Moreover, high trigger Tier 2 CoCos may suffer losses not at the point of gone concern but conceivably in advance of lower trigger AT1s and equity.

Call extension risk: AT1 CoCos are issued as perpetual instruments, callable at pre-determined levels only with the approval of the competent authority.

It cannot be assumed that the perpetual CoCos will be called on call date. AT1 CoCos are a form of permanent capital. The investor may not receive return of principal if expected on call date or indeed at any date.

Unknown risk: the structure of the instruments is innovative yet untested.

In a stressed environment, when the underlying features of these instruments will be put to the test, it is uncertain how they will perform. In the event a single issuer activates a trigger or suspends coupons, will the market view the issue as an idiosyncratic event or systemic. In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore, in an illiquid market, price formation may be increasingly stressed.

Yield/Valuation risk: investors have been drawn to the instrument as a result of the CoCos' often attractive yield which may be viewed as a complexity premium.

Yield has been a primary reason this asset class has attracted strong demand, yet it remains unclear whether investors have fully considered the underlying risks. Relative to more highly rated debt issues of the same issuer or similarly rated debt issues of other issuers, CoCos tend to compare favorably from a yield standpoint. The concern is whether investors have fully considered the risk of conversion or, for AT1 CoCos, coupon cancellation.

Liquidity Risk: CoCos tend to have higher price volatility and greater liquidity risk than other securities, which do not expose investors to the aforementioned risks.

10. Risks Considerations applicable to the use of distressed securities and securities in default

A Sub-Fund may invest in distressed debt securities and securities in default. Investment in such distressed debt securities and securities in default (which qualify as transferable securities) involves purchases of obligations of companies that are experiencing significant financial or business distress, including companies involved in bankruptcy or other reorganisation and liquidation proceedings. Acquired investments may include senior or subordinated debt securities, bank loans, promissory notes

and other evidences of indebtedness, as well as payables to trade creditors. Although such purchases may result in significant investor returns, they involve a substantial degree of risk and may not show any return for a considerable period of time. In fact, many of these investments ordinarily remain unpaid unless and until the company reorganises and/or emerges from bankruptcy proceedings, and as a result may have to be held for an extended period of time. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial distress is unusually high. There is no assurance that the Delegated Investment Manager will correctly evaluate the nature and magnitude of the various factors that could affect the prospects for a successful reorganisation or similar action. In any reorganisation or liquidation proceeding relating to a company in which a Sub-Fund invests, an investor may lose its entire investment or may be required to accept cash or securities with a value less than the original investment. Under such circumstances, the returns generated from the investment may not compensate a Sub-Fund adequately for the risks assumed.

Investing in distressed debt securities and securities in default can also impose duties on the Delegated Investment Manager which may conflict with duties which it owes to a Sub-Fund. A specific example of where the Delegated Investment Manager may have a conflict of interest is where it invests the assets of a Sub-Fund in a company in serious financial distress and where that investment leads to the Delegated Investment Manager investing further amounts of the Sub-Fund's assets in the company or taking an active role in managing or advising the company, or one of the Delegated Investment Manager's employees becomes a director or other officer of the company. In such cases, the Delegated Investment Manager or its employee may have duties to the company and/or its members and creditors which may conflict with, or not correlate with, the interests of the shareholders of that Sub-Fund. In such cases, the Delegated Investment Manager may also have discretion to exercise any rights attaching to the Sub-Fund's investments in such a company. The Delegated Investment Manager will take such steps as it considers necessary to resolve such potential conflicts of interest fairly.

11. Emerging Markets Securities Risk

In the case of companies located in or deriving substantial revenue from countries that are in the process of developing into modern industrialized states ("**Emerging Markets**"), fluctuations in value due to market, economic, political and other factors may be substantial, and may be greater than would occur in similar market conditions for the equity shares of companies domiciled in OECD countries. Securities traded in certain emerging market countries may be subject to additional risks due to the inexperience of financial intermediaries, the lack of modern technology, less developed legal systems, less governmental supervision and regulation, and differences in standards for transparency of fiscal reporting and trading clearance and settlement procedures.

The small size and less developed nature of the securities markets in certain countries and the limited volume of trading in securities may make a Sub-Fund's investments illiquid and more volatile than investments in more established markets, and a Sub-Fund may be required to establish special custodial or other arrangements before making certain investments. There may be little financial or accounting information available with respect to local issuers, and it may be difficult as a result to assess the value or prospects of an investment.

In addition, the settlement systems may be less developed than in more established markets, which could impede a Sub-Fund's ability to effect portfolio transactions and may result in the Sub-Fund investments being settled through a more limited range of counterparties with an accompanying

enhanced credit risk. Moreover, the payment of redemptions proceeds in Sub-Funds that invest in emerging markets may be delayed.

In addition, in certain markets, local regulations may limit investment into local securities to certain qualifying foreign institutions and investors through licensing requirements and may also limit investment through quotas granted by local authorities. Potential investors should note that there is no guarantee that the Sub-Fund will benefit from quotas granted to such qualifying institutions and investors nor that, if it does, that it will always be available to the Sub-Fund. Withdrawal or failure to obtain a renewal of any such quota may have material adverse consequences to the Sub-Fund. A further consequence of investing via such quota may be that there is a limit on the amount that the Sub-Fund, and/or foreign investors as a whole, can own of the equity capital of a particular company. The actions of other foreign investors independent of the Sub-Fund can therefore impact the position of the Company. Use of quotas often requires the transmission of funds through government designated service providers and accounts. Mandatory use of such providers may not provide the Company with terms as advantageous as those which would be available if the selections were made on an open market basis.

12. Securities lending

Securities lending transactions involve certain risks and there can be no assurance that the objective sought to be obtained from the use of such techniques will be achieved.

The principal risk when engaging in securities lending transactions is the risk of default by a counterparty who has become insolvent or is otherwise unable or refuses to honour its obligations to return securities or cash to the Sub-Fund as required by the terms of the transaction. Counterparty risk is generally mitigated by the transfer or pledge of collateral in favour of the Sub-Fund. However, there are certain risks associated with collateral management, including difficulties in selling collateral and/or losses incurred upon realization of collateral, as described below.

Securities lending transactions also entail liquidity risks due, *inter alia*, to locking cash or securities positions in transactions of excessive size or duration relative to the liquidity profile of the Sub-Fund or delays in recovering cash or securities paid to the counterparty. These circumstances may delay or restrict the ability of the Company to meet redemption requests. The Sub-Fund may also incur operational risks such as, *inter alia*, non-settlement or delay in settlement of instructions, failure or delays in satisfying delivery obligations under sales of securities, and legal risks related to the documentation used in respect of such transactions.

The Sub-Funds may enter into securities lending transactions with other companies in the same group of companies as the Delegated Investment Manager. Affiliated counterparties, if any, will perform their obligations under any securities lending transactions concluded with a Sub-Fund in a commercially reasonable manner. In addition, the Delegated Investment Manager will select counterparties and enter into transactions in accordance with best execution principles. However, investors should be aware that the Delegated Investment Manager may face conflicts between its role and its own interests or that of affiliated counterparties.

VI. GLOBAL EXPOSURE & RISK MEASUREMENT

The Company may use derivative instruments, whose underlying assets may be transferable securities or money market instruments, both for hedging and for trading purposes.

If the aforesaid transactions involve the use of derivative instruments, these conditions and limits must correspond to the provisions of the Prospectus.

If a Sub-Fund uses derivative instruments for investment (trading) purposes, it may use such instruments only within the limits of its investment policy.

1. Determination of the global exposure

The Sub-Fund's global exposure must be calculated in accordance with CSSF Circular 11/512. The limits on global exposure must be complied with on an ongoing basis.

It is the responsibility of the Management Company to select an appropriate methodology to calculate the global exposure. More specifically, the selection should be based on the self-assessment by the Management Company of the Sub-Fund's risk profile resulting from its investment policy (including its use of financial derivative instruments).

2. Risk measurement methodology according to the Sub-Fund's risk profile

The Sub-Funds are classified after a self-assessment of their risk profile resulting from their investments policy including their inherent derivative investment strategy that determines two risk measurements methodologies:

a) The advanced risk measurement methodology such as the Value-at-Risk (VaR) approach to calculate global exposure where:
   - the Sub-Fund engages in complex investment strategies which represent more than a negligible part of the Sub-Fund's investment policy;
   - the Sub-Fund has more than a negligible exposure to exotic derivatives; or
   - the commitment approach does not adequately capture the market risk of the portfolio.

b) The commitment approach methodology.

The Management Company has selected the commitment approach methodology for all the Sub-Funds of the Company.

3. Calculation of the global exposure

For Sub-Funds that use the commitment approach methodology:

a) the commitment conversion methodology for standard derivatives is always the market value of the equivalent position in the underlying asset. This may be replaced by the notional value or the price of the futures contract where this is more conservative;
b) for non-standard derivatives, an alternative approach may be used provided that the total amount of the derivatives represents a negligible portion of the Sub-Fund's portfolio;

c) for structured Sub-Funds, the calculation method is described in the ESMA/2011/112 guidelines.

A financial derivative instrument is not taken into account when calculating the commitment if it meets both of the following conditions:

a) the combined holding by the Sub-Fund of a financial derivative instrument relating to a financial asset and cash which is invested in risk free assets is equivalent to holding a cash position in the given financial asset;
b) the financial derivative instrument is not considered to generate any incremental exposure and leverage or market risk.

The Sub-Fund's total commitment to derivative financial instruments, limited to 100% of the portfolio's total net value, is quantified as the sum, as an absolute value, of the individual commitments, after possible netting and hedging arrangements.

4. Investment in non-investment grade securities

For Sub-Funds whose policy allows for the investment in securities rated lower than BBB- (Standard & Poor's), investors are warned that these securities are below investment grade and carry more risk, including greater price volatility and a higher default risk on the repayment of principal and the payment of interest than for higher grade securities. Moreover, certain unlisted or undervalued fixed income securities are highly speculative and entail considerable risk, and may be disputed when principal and interest payments fall due. Securities with a rating below BBB- (Standard & Poor's), or comparable unlisted securities, are considered speculative and may be disputed when principal and interest payments fall due and incorporate a high risk as to the ability of the debtor to honour their obligations in full.

Such securities involve higher credit or liquidity risk.

High Credit Risk: Lower rated debt securities, commonly referred to as "junk bonds" are subject to a substantially higher degree of risk than investment grade debt securities. During recessions, a high percentage of issuers of lower rated debt securities may default on payments of principal and interest. The price of a lower rated debt security may therefore fluctuate drastically due to unfavourable news about the issuer or the economy in general.

High Liquidity Risk: During recessions and periods of broad market declines, lower rated debt securities could become less liquid, meaning that they will be harder to value or sell at a fair price.

Due to the volatile nature of the above assets and the corresponding risk of default, investors must be able to accept significant temporary losses to their capital and the possibility of fluctuations in the income return level of the relevant Sub-Fund. The Company or the Delegated Investment Manager of the relevant Sub-Fund, if any, will endeavour to mitigate the risks associated with the investment in securities rated lower than BBB-, by diversifying its holdings by issuer, industry and credit quality.

5. Downgrading risk

Debt securities can be rated investment grade or below investment grade. Such ratings are assigned by independent rating agencies (e.g. Fitch, Moody's, Standard & Poor's) on the basis of the creditworthiness of the issuer or of a bond issue. The general assessment of an issuer's creditworthiness may affect the value of the fixed income securities issued by the issuer. Rating agencies review, from time to time, such assigned ratings and debt securities may therefore be downgraded in rating if economic circumstances impact the relevant bond issues. A reassessment of the creditworthiness that results in a downgrading of the rating assigned to an issuer may negatively affect the value of the fixed income securities issued by this issuer.

VII. SUSTAINABILITY-RELATED DISCLOSURES

Sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investments made by the Company (the "**Sustainability Risk**").

Such risk is principally linked to climate-related events resulting from climate change (a.k.a Physical Risks) or to the society's response to climate change (a.k.a Transition Risks), which may result in unanticipated losses that could affect the Company's investments and financial condition. Social events (e.g. inequality, inclusiveness, labour relations, investment in human capital, accident prevention, changing customer behavior, etc.) or governance shortcomings (e.g. recurrent significant breach of international agreements, bribery issues, products quality and safety, selling practices, etc.) may also translate into Sustainability Risks.

Pursuant to Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the "**SFDR**"), the Company is required to disclose the manner in which Sustainability Risks are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns of the Company.

Unless otherwise provided in the relevant Sub-Fund's Appendix, the Company does not actively promote sustainability factors, *i.e.* environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters (the "**Sustainability Factors**") and does not maximize portfolio alignment with Sustainability Factors; however, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

The impacts following the occurrence of a Sustainability Risk may be numerous and vary depending on the specific risk, region and asset class. In general, where a Sustainability Risk occurs in respect of an asset, there will be a negative impact on, or entire loss of, its value.

Such assessment of the likely impact must, therefore, be conducted at Sub-Fund level, further detail and specific information is given in Part B of this Prospectus, in each relevant Sub-Fund's Appendix.

The Management Company does not consider the adverse impacts of its investment decisions on Sustainability Factors (i) as no sufficient data of satisfactory quality is available to allow the Management Company to adequately assess the potential adverse impact of the investment decision on Sustainability Factors, and (ii) a clearly defined European regulatory framework on this matter is still missing.

Further information on the manner in which Sustainability Risks are integrated into the investment decisions can be found in the specific section "SFDR Disclosures" available on the website of the Management Company: https://www.mediobancamanagementcompany.com.

Notwithstanding the above and unless otherwise provided in the relevant Sub-Fund's Appendix, the investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities, which are determined by the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended from time to time (the "**EU Regulation 2020/852**").

A.2. INVESTOR PROFILE

Given the Company's investment objectives and policies as described here above, investment in the Company may be appropriate for investors who seek to invest in short term, fixed income securities or equity securities and who seek capital growth over the long-term. Investors should not seek regular income distributions and should accept the risks associated with this type of investment, as set out in "Risk factors" here above and can withstand volatility in the value of their Shares.

A.3 THE SHARES

The Company may issue Shares of different Classes reflecting the various Sub-Funds which the Board of Directors may decide to open. Within a Sub-Fund, Classes of Shares may be defined from time to time by the Board of Directors so as to correspond to (i) a specific distribution policy, such as entitling to distributions ("**Distribution Shares**") or not entitling to distributions ("**Capitalization Shares**") and/or (ii) a specific sales and redemption charge structure and/or (iii) a specific management or advisory fee structure, and/or (iv) a specific distribution fee structure, (v) a specific minimum subscription amount or holding amount and/or (vi) any other specific features applicable to one class (e.g. specific currency).

If different Classes of Shares are issued within a Sub-Fund, the details will be described in the relevant Sub-Fund in Part B of this Prospectus.

A separate Net Asset Value, which will differ as a consequence of the variable factors described here above, will be calculated for each Class within each Sub-Fund.

Shares in any Sub-Fund are issued on a registered basis only. The inscription of the shareholder's name in the register of shareholders evidences his or her right of ownership of such registered Shares.

A holder of registered Shares shall receive a written confirmation of his or her shareholding.
Certificates evidencing the ownership may be issued by the Company upon request by the shareholder and at the shareholder's expense.

All Shares must be fully paid-up; they are of no par value and carry no preferential or preemptive rights. Each Share of the Company to whatever Sub-Fund it belongs is entitled to one vote at any general meeting of shareholders, in compliance with the laws of the Grand Duchy of Luxembourg and the Articles.

Fractional registered Shares will be issued to one thousandth of a Share, and such fractional Shares shall not be entitled to vote but shall be entitled to a participation in the net results and in the proceeds of liquidation attributable to the Shares in the relevant Sub-Fund on a pro rata basis. If the sum of the fractional Shares held by the shareholder in the same Class of Shares represents one or more entire Share(s), such shareholder benefits from the corresponding voting right.

If the Shares of a Sub-Fund are listed on the Luxembourg stock exchange, this will be specified in Part B of the Prospectus.

I. DESCRIPTION OF THE SHARES AND CLASSES OF SHARES

1. The Classes of Shares

The Board of Directors may decide to issue, within each Sub-Fund, separate Classes of Shares, whose assets will be commonly invested but where a specific structure, as mentioned here above, may be applied. The details of the different Classes of Shares issued within a Sub-Fund will be specified in Part B of this Prospectus.

For the time being the Company may offer the following Classes of Shares within the Sub-Funds:

a) Class A (hereafter "**A**") offered to retail investors subscribing for an initial amount of at least EUR 500,000.- bearing a management fee of 1% which will be expressed either in Euro (A EURO) or in United States Dollar (A USD);

b) Class B (hereafter "**B**") offered to retail and institutional investors (e.g. corporate entities or professional asset managers) residing in the United Kingdom which will be expressed either in Euro (B EURO) or in Pound Sterling (B GBP) or in United States Dollar (B USD) or in Swiss Franc (B CHF);

c) Classic Class (hereafter "**C**"), offered to retail investors which will be expressed either in Euro (C EURO) or in Pound Sterling (C GBP) or in United States Dollar (C USD) or in Swiss Franc (C CHF);

d) Class E (hereafter "**E**") offered to retail and institutional investors (e.g. individuals or corporate entities or professional asset managers), without any performance fee, which will be expressed in Euro (E EURO);

e) Institutional Class (hereafter "**I**"), offered to institutional investors (e.g. professional asset managers or institutional corporate entities) which will be expressed either in Euro (I EURO) or in Pound Sterling (I GBP) or in United States Dollar (I USD) or in Swiss Franc (I CHF);

f) Class SC (hereafter "**SC**"), offered to retail investors residing in Switzerland which will be expressed either in Euro (SC EURO) or Swiss Franc (SC CHF);

g) Class SE (hereafter "**SE**") offered to retail and institutional investors (e.g. individuals or corporate entities or professional asset managers) residing in Switzerland, without any performance fee, which will be expressed either in Swiss Franc (SE CHF) or either in Euro (SE EUR);

h) Institutional Class (hereafter "**SI**"), institutional investors (e.g. professional asset managers or institutional corporate entities) residing in Switzerland, which will be expressed either in Euro (SI EURO) or Swiss Franc (SI CHF);

i) Class Z (hereafter "**Z**"), offered to retails and institutional investors (e.g. individuals or corporate entities or professional asset managers or institutional investors) residing in Germany or in Austria, without any performance fee, which will be expressed either in Euro (Z EURO) or in Pound Sterling (Z GBP) or in United States Dollar (Z USD) or in Swiss Franc (Z CHF).

The particulars of each Sub-Fund will specify the Classes of Shares available.

Each of these Classes of Shares may be associated with specific fee structure and minimum subscription amounts as detailed hereunder and in Part B of this Prospectus.

The Sub-Funds may offer Currency Hedged Classes of Shares. The Company may use various techniques and instruments, such as forward contracts and currency swaps, in accordance with the provisions of the Prospectus, intended to limit the impact of exchange rate movements between the

Reference Currency of the Sub-Fund and that of a Currency Hedged Class of Shares on the performance of such Class of Shares. The costs and any benefit of currency hedging transactions will be allocated solely to the Currency Hedged Class of Shares to which the hedging relates.

Currency Hedged Classes of Shares involve certain risks, as described in "IV. Risk Factors" above. For the avoidance of doubt, certain Classes of Shares may qualify as Currency Hedged Classes of Shares.

The investors may be able to subscribe for Shares through regular savings plans.

2. Minimum subscription amounts and holding requirements

The Board of Directors may determine initial minimum subscription amounts and holding amounts for each Class of Shares, which if applicable, are detailed in the relevant Sub-Fund in Part B of this Prospectus.

The Board of Directors may also determine a minimum additional subscription amount for shareholders wishing to add to their shareholding a given Class of Shares.

The Board of Directors has the discretion, from time to time, to waive any applicable minimum amounts.

The Board of Directors may, at any time, decide to compulsorily redeem all Shares from shareholders whose holding is less than the minimum subscription amount specified for the relevant Sub-Fund or who fail to satisfy any other applicable eligibility requirements. In such case, the shareholder concerned shall receive one month's prior notice so as to be able to increase his amount or to satisfy the eligibility requirement.

II. PROCEDURE OF SUBSCRIPTION, CONVERSION AND REDEMPTION

1. Subscription of Shares

The subscription price per each Class of Shares in the relevant Sub-Fund (the "**Subscription Price**") is the total of the Net Asset Value per Share of such Class determined on the applicable Valuation Day and the sales charge as stated in Part B of this Prospectus. The Subscription Price is available for inspection at the registered office of the Company.

Investors whose applications are accepted will be allotted Shares issued on the basis of the Net Asset Value per each Class of Shares determined as of the Valuation Day following receipt of the application form provided that such application is received by the Company not later than 4.00 p.m., Luxembourg time, on the Business Day preceding that Valuation Day. Applications received after 4.00 p.m., Luxembourg time, on the Business Day preceding the Valuation Day, will be dealt with on the following Valuation Day.

Orders will generally be forwarded to the Company by the Distributor or any agent thereof on the date received provided the order is received by the Distributor or any agent thereof prior to such deadline as may from time to time be established in the office in which the order is placed. Neither the Distributor nor any agent thereof is permitted to withhold placing orders whether with aim of benefiting from a price change or otherwise.

Investors may be required to complete a purchase application for each Class of Shares or other documentation satisfactory to the Company or to the Distributor or any agent thereof, indicating that the purchaser is not a U.S. Person, as such term is defined in Article 10 of the Articles, or nominees thereof. Application forms containing such representation are available from the Company or from the Distributor or any of its agents.

Payments for Shares may be made either in the reference currency of the Company, or in the reference currency of the relevant Sub-Fund or in any other freely convertible currency.

Payments for subscriptions must be made within five (5) Business Days of the calculation of the Subscription Price.

If the payment is made in a currency different from the reference currency of the relevant Sub-Fund, any currency conversion cost shall be borne by the shareholder.

The Company reserves the right to reject any application in whole or in part, in which case subscription monies paid, or the balance thereof, as appropriate, will be returned to the applicant as soon as practicable or to suspend at any time and without prior notice the issue of Shares in one, several or all of the Sub-Funds.

Written confirmations of shareholding (as appropriate) will be sent to shareholders within ten (10) Business Days after the relevant Valuation Day.

No Shares in any Sub-Fund will be issued during any period when the calculation of the Net Asset Value per each Class of Shares in such Sub-Fund, or subscriptions, are suspended by the Company, pursuant to the powers reserved to it by Article 12 of the Articles.

In the case of suspension of dealings in Shares the application will be dealt with on the first Valuation Day following the end of such suspension period.

In order to contribute to the fight against money laundering, subscription requests must include a certified copy (by one of the following authorities: embassy, consulate, notary, police commissioner) of (i) the subscriber's identity card in the case of individuals, (ii) the articles of incorporation as well as an extract of the register of commerce for corporate entities.

Moreover, the Company is legally responsible for identifying the origin of funds transferred from banks not subject to an identification procedure equal to the one required by the laws of the Grand Duchy of Luxembourg. Subscriptions may be temporarily suspended until such funds have been correctly identified.

2. Conversion of Shares

Shareholders have the right, subject to the provisions hereinafter specified, to convert all or part of their Shares of any Class from one Sub-Fund into Shares of another existing Class of that or another Sub-Fund.

However, the right to convert the Shares is subject to compliance with any conditions (including any minimum subscriptions amounts) applicable to the Class of Shares into which the conversion is to be effected.

The rate at which Shares in any Sub-Fund shall be converted will be determined by reference to the respective Net Asset Values of the relevant Shares or Classes of Shares, calculated as of the Valuation Day of the Classes following receipt of the documents referred to below.

The Company may levy any applicable charges, expenses and commissions upon conversion. Conversions of Shares or Classes of Shares in any Sub-Fund shall be subject to a fee based on the respective Net Asset Value of the relevant Shares or Classes of Shares as stated in Part B of this Prospectus. However, this amount may be increased if the sales charges applied to the original Sub-Fund were less than the sales charges applied to the Sub-Fund in which the Shares will be converted. In such cases, the conversion fee may not exceed the amount of the difference between the subscription rate applied to the Sub-Fund in which the Shares will be converted and the subscription rate applied to the initial subscription. This amount will be payable to the Distributor.

Shares may be tendered for conversion on any Valuation Day.

All terms and notices regarding the redemption of Shares shall equally apply to the conversion of Shares.

No conversion of Shares will be effected until a duly completed request for conversion of Shares have been received at the registered office of the Company from the shareholder and any previous transactions involving the Shares to be converted has been fully settled.

Fractions of registered Shares will be issued on conversion to one thousandth of a Share.

Written confirmations of shareholding (as appropriate) will be sent to shareholders within ten (10) Business Days after the relevant Valuation Day, together with the balance resulting from such conversion, if any.

In converting Shares of any Class of a Sub-Fund for Shares of another Class and/or of another Sub-Fund, a shareholder must meet the applicable minimum initial investment requirements imposed by the acquired Sub-Fund.

If, as a result of any request for conversion, the number of Shares held by any shareholder in a Sub-Fund would fall below the minimum number indicated in the section 6. “Minimum Investment” under the Specific Information for each Sub-Fund, the Company may treat such request as a request to convert the entire shareholding of such shareholder.

Shares in any Sub-Fund will not be converted in circumstances where the calculation of the Net Asset Value per Share or Classes of Shares in such Sub-Funds is suspended by the Company pursuant to Article 12 of the Articles.

In the case of suspension of dealings in Shares, the request for conversion will be dealt with on the first Valuation Day following the end of such suspension period.

3. Redemption of Shares

Each shareholder of the Company may at any time request the Company to redeem on any Valuation Day all or any of the Shares or Classes of Shares held by such shareholder in any of the Sub-Funds.

Shareholders desiring to have all or any of their Shares redeemed should apply in writing to the registered office of the Company.

The Distributor and its agents shall transmit redemption requests to the Company on behalf of the shareholders, including Share written confirmation where they have been issued to the shareholders.

Redemption requests should contain the following information (if applicable): the identity and address of the shareholder requesting the redemption, the number of Shares to be redeemed, the relevant Class of Shares, if any, of the Sub-Fund, whether the Shares are issued with or without a Share written confirmation, the name in which such Shares are registered and details as to whom payment should be made. All necessary documents to complete the redemption should be enclosed with such application.

Shareholders whose applications for redemption are accepted will have their Shares redeemed on any Valuation Day provided that the applications have been received by the Company prior to 4.00 p.m., Luxembourg time, on the Business Day preceding the relevant Valuation Day. Applications received after 4.00 p.m., on the Business Day preceding the Valuation Day, will be dealt with on the following Valuation Day.

Shares will be redeemed at a price based on the Net Asset Value per Share or Classes of Shares in the relevant Sub-Fund determined on the first Valuation Day following receipt of the redemption request, potentially decreased by a fee, as stated in Part B of this Prospectus**.**

The Redemption Price shall be paid no later than five (5) Business Days after the calculation of the relevant Net Asset Value.

Payment will be made by transfer bank order to an account indicated by the shareholder, at such shareholder's expense and at the shareholder's risk.

Payment of the redemption price will automatically be made in the reference currency of the relevant Sub-Fund, except if instructions to the contrary are received from the shareholder; in such case, payment may be made in the reference currency of the Company or in any other freely convertible currency and any currency conversion cost shall be deducted from the amount payable to that shareholder.

The Redemption Price may be higher or lower than the price paid at the time of subscription or purchase.

Shares in any Sub-Fund will not be redeemed if, the calculation of the Net Asset Value per Share, or Classes of Shares in such Sub-Fund, or the redemption of Shares, is suspended by the Company in accordance with Article 12 of the Articles.

Notice of any such suspension shall be given in all the appropriate ways to the shareholders who have made a redemption request which has been thus suspended. In the case of suspension of dealings in

Shares, the request will be dealt with on the first Valuation Day following the end of such suspension period.

If, as a result of any request for redemption, the number of Shares or Classes of Shares held by any shareholder in a Sub-Fund would fall below the minimum amounts for each Class of Shares in the relevant Sub-Fund as indicated in part B of the present Prospectus, the Company may treat such request as a request to redeem the entire shareholding of such shareholder.

Unless otherwise provided in the particulars of each Sub-Fund, if on any Valuation Day redemption requests pursuant to Article 8 and conversion requests pursuant to Article 9 of the Articles relate to more than 10% of the Shares in issue in a specific Sub-Fund or in case of a strong volatility of the market or markets on which a specific Sub-Fund is investing, the Board of Directors may decide that part or all of such requests for redemption or conversion will be deferred for such period as the Board of Directors considers to be in the best interests of the Sub-Fund, but normally not exceeding 30 days. In any such case, an exit fee of maximum 1% of the Net Asset Value per Share of the relevant Sub-Fund may be charged to the shareholders making a redemption or conversion request to cover the corresponding costs of sales of the underlying portfolio. The rate of such exit fee will be the same for all shareholders having requested the redemption or conversion of their shares on the same Valuation Day. The exit fee shall revert to the Sub-Fund from which the redemption or conversion was effected. On the next Valuation Day following such period, these redemption and conversion requests will be met in priority to later requests if necessary on a *pro rata* basis among involved shareholders.

When there is insufficient liquidity or in other exceptional circumstances, the Board of Directors reserves the right to postpone the payment of redemption proceeds in the best interest of the Company.

Unless otherwise provided in the particulars of each Sub-Fund, if the value of the net assets of any Sub-Fund on a given Valuation Day has decreased to an amount determined by the Company to be the minimum level for such Sub-Fund to be operated in an economically efficient manner, or in case of a significant change of the economic or political situation or in order to proceed to an economic rationalization, the Board of Directors may, at its discretion, elect to redeem all, but not less than all, of the Shares of such Sub-Fund then outstanding at the Net Asset Value per Share in such Sub-Fund (taking into account actual realization prices of investments and realization expenses), calculated on the Valuation Day at which such decision shall take effect. The Company shall provide at least 30 days' prior written notice of redemption to all holders of the Shares to be so redeemed, Redemption proceeds corresponding to Shares not surrendered at the date of the compulsory redemption of the relevant Shares by the Company may be kept with the *Caisse des Consignations*. In addition, unless otherwise provided in the particulars of each Sub-Fund, if the assets of any Sub-Fund do not reach or fall below a level at which the Board of Directors considers management possible, the Board of Directors may decide the merger of one Sub-Fund with one or several other Sub-Funds of the Company in the manner described in "GENERAL INFORMATION", sub-section "5) Dissolution and Merger of Sub-Funds".

The Articles contain in their Article 10 provisions enabling the Company to compulsorily redeem Shares held by U.S. Persons.

4. Protection against late trading and market timing

The Board of Directors will not knowingly allow investments associated with market timing or late trading practices or other excessive trading practices, as such practices may adversely affect the

interests of the shareholders. The Board of Directors shall refuse subscriptions, conversions or redemptions from shareholders suspected of such practices and take, as the case may be any other decisions as it may think fit to protect the interests of other shareholders.

Market timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts units or 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.

Late trading is to be understood as the acceptance of a subscription, conversion 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.

A.4 DETERMINATION OF THE NET ASSET VALUE

I. CALCULATION AND PUBLICATION

The Net Asset Value per each Class of Shares in respect of each Sub-Fund shall be determined in the reference currency of that Sub-Fund.

The Net Asset Value per each Class of Shares in a Sub-Fund shall be calculated as of any Valuation Day (as defined hereinafter) by dividing the net assets attributable to each Class of the Company attributable to such Sub-Fund (being the value of the portion of assets less the portion of liabilities attributable to each Class of Shares in the Sub-Fund on any such Valuation Day) by the total number of Shares of such Classes in the relevant Sub-Fund then outstanding.

If, since the time of determination of the Net Asset Value per each Class of Shares on the relevant Valuation Day, there has been a material change in the quotations in the markets on which a substantial portion of the investments attributable to the relevant Sub-Fund are dealt in or quoted, the Company may, in order to safeguard the interests of the shareholders and the Company, cancel the first valuation and carry out a second valuation. All subscription, redemption and conversion requests shall be treated on the basis of this second valuation.

The Net Asset Value per each Class of Shares is determined on the day specified for each Sub-Fund in Part B of this Prospectus (the "**Valuation Day**") on the basis of the value of the underlying investments of the relevant Sub-Fund, determined as follows:

(a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate by the Board of Directors in such case to reflect the true value thereof;

(b) the value of each security and/or financial derivative instrument and/or money market instrument which is quoted or dealt in on any stock exchange will be based on its last closing price on the stock exchange which is normally the principal market for such security and/or financial derivative instrument and/or money market instrument known at the end of the day preceding the relevant Valuation Day;

(c) the value of each security and/or financial derivative instrument and/or money market instrument dealt in on any other regulated market will be based on its last known closing price which is normally available at the end of the day preceding the relevant Valuation Day;

(d) shares or units in open-ended investment funds shall be valued at their last available calculated net asset value;

(e) swaps are valued at their fair value based on the underlying securities;

(f) in the event that any assets are not listed or dealt in on any stock exchange or on any other regulated market, or if, with respect to assets listed or dealt in on any stock exchange, or other regulated market as aforesaid, the price as determined pursuant to sub-paragraph (b) to (e) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith;

(g) all other securities and other assets are valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

The net proceeds from the issue of Shares in the relevant Sub-Fund are invested in the specific portfolio of assets constituting such Sub-Fund.

The Board of Directors 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 each Sub-Fund is treated as a separate legal entity. The assets of a particular Sub-Fund are only applicable to the debts, engagements and obligations of that Sub-Fund.

The value of all assets and liabilities not expressed in the reference currency of a Sub-Fund will be converted into the reference currency of such Sub-Fund at the rate of exchange ruling in Luxembourg on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the Board of Directors.

The Board of Directors, in its discretion, may permit other methods of valuation to be used if it considers that such valuation better reflects the fair value of any assets.

The Net Asset Value per each Class of Shares and the issue, redemption and conversion prices for the Shares in each Sub-Fund may be obtained during business hours at the registered office of the Company and will be published in such newspapers as determined for each Sub-Fund in part B of this Prospectus.

II. TEMPORARY SUSPENSION OF THE CALCULATION

Unless otherwise provided in the particulars of each Sub-Fund, the Company may temporarily suspend the calculation of the Net Asset Value per each Class of Shares and the issue, redemption and conversion of Shares:

a) during any period when any of the principal stock exchanges or other markets on which a substantial portion of the investments of the Company attributable to such Class of Shares from time to time is quoted or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that such restriction or suspension affects the valuation on the investments of the Company attributable to such Class of Shares quoted thereon;

b) during the existence of any state of affairs which constitutes an emergency in the opinion of the Board of Directors as a result of which disposal or valuation of assets owned by the Company attributable to such Class of Shares would be impracticable;

c) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Class 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;

d) when for any other reason the prices of any investments owned by the Company attributable to such Class of Shares cannot promptly or accurately be ascertained;

e) upon the publication of a notice convening a general meeting of shareholders for the purpose of resolving the winding-up of the Company or informing them about the termination and liquidation of a Sub-Fund or Class of Shares, and more generally, during the process of liquidation of the Company, a Sub-Fund or Class of Shares;

f) any period when the market of a currency in which a substantial portion of the assets of the Company is denominated is closed other than for ordinary holidays, or during which dealings therein are suspended or restricted;

g) any period when political, economic, military, monetary or fiscal circumstances which are beyond the control and responsibility of the Company prevent the Company from disposing of the assets, or determining the Net Asset Value of the Company in a normal and reasonable manner;

h) during the process of establishing exchange ratios in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction;

i) when a Class of Shares or a Sub-Fund is a Feeder of another UCITS, if the net asset value calculation of the Master UCITS or sub-fund or class of shares is suspended;

j) when the information or calculation sources normally used to determine the value of the assets of the Company or a Sub-Fund are unavailable;

k) during any period when any breakdown or malfunction occurs in the means of communication network or IT media normally employed in determining the price or value of the assets of the Company or a Sub-Fund, or which is required to calculate the Net Asset Value per Share;

l) when exchange, capital transfer or other restrictions prevent the execution of transactions of the Company or a Sub-Fund or prevent the execution of transactions at normal rates of exchange and conditions for such transactions;

m) when exchange, capital transfer or other restrictions prevent the repatriation of assets of the Company or a Sub-Fund for the purpose of making payments on the redemption of Shares or prevent the execution of such repatriation at normal rates of exchange and conditions for such repatriation; and/or

n) in exceptional circumstances, whenever the Board of Directors considers it necessary in order to avoid irreversible negative effects on the Company, a Sub-Fund or Class of Shares, in compliance with the principle of fair treatment of shareholders in their best interests.

In the case of Master-Feeder structures, when a class of shares or a Sub-Fund is a Feeder of another UCITS, the latter may temporarily suspend the issue, redemption and conversion of shares, if the said Master UCITS or Sub-Fund or class of Shares suspend itself the issue, redemption and conversion of shares.

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

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

A.5 DISTRIBUTION POLICY

The Company's principal investment objective is to achieve long-term capital growth.

Some Sub-Funds will issue Shares on a distribution or capitalization basis the former entitling shareholders to receive dividends. Whether the respective Class of Shares is available on a distribution of capitalization basis will be indicated in Part B of this Prospectus.

The Board of Directors reserves the right to propose the payment of a dividend at any time.

In any event, no distribution may be made if, as a result, the Net Asset Value of the Company would fall below EUR 1,250,000.-.

Dividends not claimed within five (5) years of their due date will lapse and revert to the Shares in the relevant Sub-Fund.

A.6 MANAGEMENT OF THE COMPANY

I. MANAGEMENT COMPANY

Pursuant to a Management Services Agreement dated 1 July 2008, Mediobanca Management Company S.A., having its registered address at 2, Boulevard de la Foire, L-1528, Luxembourg has been appointed as management company (the "**Management Company**") of the Company. The Management Company will be responsible on a day-to-day basis, under the overall responsibility and supervision of the Board of Directors, for providing administration, marketing, investment management and advisory services in respect of the Company. The Management Company Services Agreement is terminable by any party thereto by giving not less than three (3) months' prior written notice.

The Management Company has the possibility to delegate any or all of such functions to third parties. The Management Company has delegated the administration functions to the Administration Agent and registrar and transfer functions to the Registrar and Transfer Agent. The Management Company has delegated the investment management services for some specific Sub-Funds to a Delegated Investment Manager and the marketing and distribution functions to the Distributor and any other distributors as may be appointed.

The Management Company was incorporated on 15 May 2008 as a *société anonyme* for an unlimited duration. As at 15 May 2008 the Management Company has a subscribed and paid-up capital of EUR 500,000.-. The Management Company is a member of the Mediobanca Banking Group and has been approved as a management company regulated by Chapter 15 of the 2010 Law.

The Management Company has in place a remuneration policy in line with the UCITS Directive.

The remuneration policy sets out principles applicable to the remuneration of the senior management, all staff members having a material impact on the risk profile of the financial undertakings as well as staff members carrying out independent control functions:

a) the remuneration policy is consistent with and promotes sound and effective risk management and does not encourage risk taking which is inconsistent with the risk profiles, rules or instruments of incorporation of the Company;

b) the remuneration policy is in line with the business strategy, objectives, values and interests of the Management Company, the Company and of the investors, and includes measures to avoid conflicts of interest;

c) the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the Company in order to ensure that the assessment process is based on the longer-term performance of the Company and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;

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

The current remuneration policy containing further details and information in particular on how the remuneration and advantages are calculated and the identity of the persons responsible for the attribution of the remuneration and advantages (including the members of the remuneration committee) is available at https://www.mediobancamanagementcompany.com/. A copy of the remuneration policy or its summary may be obtained free of charge upon request.

The remuneration policy is reviewed at least on annual basis.

II. DISTRIBUTOR(S)

The Management Company may appoint distributors (the "**Distributor(s)**") to market and promote the Company's Shares in each Sub-Fund.

Distribution agreements are concluded for an unlimited period of time from the date of their signature and may be terminated by any party thereto by giving not less than three (3) months' prior written notice. However, the Management Company may terminate these agreements with immediate effect when this is in the best interest of the shareholders.

The Distributor(s) are authorized to retain a sales charge calculated on the Net Asset Value per Share of the Sub-Fund on the relevant Valuation Day. However, the Distributor may also be paid (as the case may be) a distribution fee by the Management Company out of its own management fee.

The Distributor(s) may be involved in the collection of subscription and redemption orders on behalf of the Company and any of the Sub-Funds and may, in that case, provide a nominee service for investors purchasing Shares through the Distributor. Investors may elect to make use of such nominee service pursuant to which the nominee will hold the Shares in its name for and on behalf of the investors who shall be entitled at any time to claim direct title to the Shares and who, in order to empower the nominee to vote at any general meeting of shareholders, shall provide the nominee with specific or general voting instructions to that effect. Notwithstanding the foregoing, investors may also invest directly in the Company without using the nominee service.

III. DELEGATED INVESTMENT MANAGER(S) AND INVESTMENT ADVISER(S)

The Management Company may delegate under the terms of an agreement (the "**Delegated Investment Management Agreement**") its investment management services to a delegated investment manager (the "**Delegated Investment Manager**"). The Delegated Investment Manager will manage the investment and reinvestment of the assets of the Sub-Fund(s) in accordance with its investment objectives, and investment and borrowing restrictions, under the overall responsibility of the Board of Directors.

The particulars of each Sub-Fund will specify when a Delegated Investment Manager has been approved.

The Delegated Investment Manager shall be entitled to delegate, with the prior approval of the Board of Directors and the Management Company and at its own expenses, its functions, discretions, privileges and duties herein or any of them to any person, firm or corporation (the "**Sub-Investment Manager**") whom it may consider appropriate, provided that the Delegated Investment Manager shall remain liable hereunder for any loss or omission of such person, firm or corporation as if such act or

omission was its own other than in respect of any error of judgment or mistake of law on the part of such person, firm or corporation made or committed in good faith in the performance of the duties delegated to it. Information on the Sub-Investment Manager, if any, will be specified in Part B of this Prospectus.

Moreover, the Management Company or the Delegated Investment Manager may appoint one or more investment advisers who shall provide advice and recommendations to the Management Company or Delegated Investment Manager as to the investment of the portfolios of the Sub-Funds.

IV. DEPOSITARY BANK AND PAYING AGENT

The Company has appointed BNP Paribas Securities Services, Luxembourg Branch, as depositary of its assets.

BNP Paribas Securities Services, Luxembourg Branch has been appointed Depositary of the Company under the terms of a written agreement dated 18 March 2016 (the "**Depositary Agreement**") between BNP Paribas Securities Services, Luxembourg Branch (the "**Depositary**"), the Management Company and the Company.

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

The Depositary performs three types of functions, namely (i) the oversight duties (as defined in Article 34 (1) of the 2010 Law), (ii) the monitoring of the cash flows of the Company (as set out in Article 34 (2) of the 2010 Law) and (iii) the safekeeping of the Company's assets (as set out in Article 34 (3) of the 2010 Law).

Under its oversight duties, the Depositary is required to:

a) ensure that the sale, issue, repurchase, redemption and cancellation of Shares effected on behalf of the Company are carried out in accordance with the 2010 Law or with the Articles;

b) ensure that the value of Shares is calculated in accordance with the 2010 Law and the Articles;

c) carry out the instructions of the Company or the Management Company acting on behalf of the Company, unless they conflict with the 2010 Law or the Articles;

d) ensure that in transactions involving the Company's assets, the consideration is remitted to the Company within the usual time limits;

e) ensure that the Company's revenues are allocated in accordance with the 2010 Law and its Articles.

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

Conflicts of interest may arise if and when the Management Company or the Company maintains other business relationships with BNP Paribas Securities Services, Luxembourg Branch in parallel with an appointment of BNP Paribas Securities Services, Luxembourg Branch acting as Depositary.

Such other business relationships may cover services in relation to:

1. outsourcing/delegation of middle or back office functions (e.g. trade processing, position keeping, post trade investment compliance monitoring, collateral management, OTC valuation, fund administration inclusive of net asset value calculation, transfer agency, fund dealing services) where BNP Paribas Securities Services, Luxembourg Branch or its affiliates act as agent of the Company or the Management Company, or
2. selection of BNP Paribas Securities Services, Luxembourg Branch or its affiliates as counterparty or ancillary service provider for matters such as foreign exchange execution, securities lending, bridge financing.

The Depositary is required to ensure that any transaction relating to such business relationships between the Depositary and an entity within the same group as the Depositary is conducted at arm's length and is in the best interests of shareholders.

In order to address any situations of conflicts of interest, the Depositary has implemented and maintains a management of conflicts of interest policy, aiming namely at:

1. identifying and analysing potential situations of conflicts of interest;
2. recording, managing and monitoring the conflict of interest situations either in:
   - relying on the permanent measures in place to address conflicts of interest such as segregation of duties, separation of reporting lines, insider lists for staff members;
   - implementing a case-by-case management to (i) take the appropriate preventive measures such as drawing up a new watch list, implementing a new Chinese wall, (i.e. by separating functionally and hierarchically the performance of its Depositary duties from other activities), making sure that operations are carried out at arm's length and/or informing the concerned shareholders of the Company, or (ii) refuse to carry out the activity giving rise to the conflict of interest;
   - implementing a deontological policy;
   - recording of a cartography of conflicts of interest permitting to create an inventory of the permanent measures put in place to protect the Company's interests; or
   - setting-up internal procedures in relation to, for instance (i) the appointment of service providers which may generate conflicts of interest, (ii) new products/activities of the Depositary in order to assess any situation entailing a conflict of interest.

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

The Depositary may delegate to third parties the safe-keeping of the Company's assets subject to the conditions laid down in the applicable laws and regulations and the provisions of the Depositary

Agreement. The process of appointing such delegates and their continuing oversight follows the highest quality standards, including the management of any potential conflict of interest that should arise from such an appointment. Such delegates must be subject to effective prudential regulation (including minimum capital requirements, supervision in the jurisdiction concerned and external periodic audit) for the custody of financial instruments. The Depositary's liability shall not be affected by any such delegation.

A potential risk of conflicts of interest may occur in situations where the delegates may enter into or have a separate commercial and/or business relationship with the Depositary in parallel to the custody delegation relationship.

In order to prevent such potential conflicts of interest from crystalizing, the Depositary has implemented and maintains an internal organisation whereby such separate commercial and / or business relationships have no bearings on the choice of the delegate or the monitoring of the delegates' performance under the delegation agreement.

A list of these delegates and sub-delegates for its safekeeping duties is available in the website https://securities.cib.bnpparibas/all-our-solutions/asset-servicing/depository-bank-trustee-services/.

Such list may be updated from time to time.

Updated information on the Depositary's custody duties, a list of delegations and sub-delegations and conflicts of interest that may arise, may be obtained, free of charge and upon request, from the Depositary.

All acts of a general nature for the investment of the Company's assets shall be performed by the Depositary on the instructions of the Authorised Persons, as defined in the Depositary Agreement. For the avoidance of doubt, the Depositary has no decision-making discretion relating to the Company's investments.

Updated information on the Depositary's duties and the conflicts of interest that may arise are available to investors upon request.

BNP Paribas Securities Services, Luxembourg Branch, will also act as paying agent. In its capacity as paying agent of the Company, BNP Paribas Securities Services, Luxembourg Branch, is responsible for the distribution of income and dividends to the shareholders.

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

BNP Paribas Securities Services Luxembourg Branch, being part of a group providing clients with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg. More pertinently, entities located in France, Belgium, Spain, Portugal,

Poland, USA, Canada, Singapore, Jersey, United Kingdom, Luxembourg, Germany, Ireland and India are involved in the support of internal organisation, banking services, central administration and transfer agency service. Further information on BNP Paribas Securities Services Luxembourg Branch international operating model may be provided upon request by the Company and/or the Management Company.

V. REGISTRAR AND TRANSFER AGENT

The Management Company has also appointed BNP Paribas Securities Services, Luxembourg Branch, as registrar and transfer agent to the Company (the "**Registrar and Transfer Agent**").

In its capacity as registrar and transfer agent, the Registrar and Transfer Agent is responsible for handling the processing of subscription for Shares, dealing with requests of redemption and conversion and accepting transfers of funds, for the safe keeping of the register of shareholders of the Company, for accepting certificates rendered for replacement, redemption or conversion and providing and supervising the mailing of statements, reports, notices and other documents to the shareholders.

The rights and obligations of BNP Paribas Securities Services, Luxembourg Branch, as registrar and transfer agent are governed by an agreement entered into for an unlimited period of time on 1 July 2008. Each of the parties may terminate the agreement by way of three (3) months' prior written notice.

VI. DOMICILIARY AGENT AND LISTING AGENT

The Company has appointed BNP Paribas Securities Services, Luxembourg Branch, as its domiciliary and listing agent (the "**Domiciliary Agent**" and "**Listing Agent**" respectively).

In its capacity as domiciliary agent, in accordance with the terms of the agreement and the requirements of the Prospectus and Articles, the Domiciliary Agent is responsible *inter alia* for the receipt of any correspondence addressed to the Company, for the preparation and sending to shareholders of any reports, notices, convening notices, publications, proxies and any other documents arising during the course of the life of the Company, and the preparation of the minutes of all Company meetings including Board and shareholder meetings and legal publications as for all and any secretarial and administrative tasks.

In its capacity as listing agent, the Listing Agent will undertake upon instruction of the Company, the listing of the Shares, where necessary, on the Luxembourg Stock Exchange. Where the Shares are listed on the Luxembourg Stock Exchange, the particulars of the relevant Sub-Fund will specify as such.

The rights and obligations of BNP Paribas Securities Services, Luxembourg Branch as Domiciliary Agent and Listing Agent are governed by an agreement entered into for an unlimited period of time on 30 September 2005. Each of the parties may terminate the agreement by way of three (3) months' prior written notice.

VII. ADMINISTRATIVE AGENT

The Management Company has further appointed BNP Paribas Securities Services, Luxembourg Branch as administrative agent to the Company (the "**Administrative Agent**").

In its capacity as administrative agent, it will be responsible for all administrative duties required by Luxembourg law, and in particular for the book-keeping and calculation of the Net Asset Value of the Shares as required by Luxembourg law.

The rights and obligations of BNP Paribas Securities Services, Luxembourg Branch as administrative agent are governed by an agreement entered into for an unlimited period of time on1 July 2008. Each of the parties may terminate the agreement by way of three (3) months' prior written notice.

A.7 CHARGES AND EXPENSES

I. GENERAL

The Company pays out of the assets of the relevant Sub-Fund all expenses payable by the Company which shall include but not be limited to formation expenses, fees payable to the Management Company, including the investment management fee and risk management fee, fees and expenses payable to the auditor and accountants, Depositary and its correspondents, Domiciliary agent, Registrar and Transfer Agent, distributor, the Listing agent, the Paying Agent, any permanent representatives in places of registration, as well as any other agent employed by the Company, the remuneration (if any) of the Board of Directors and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with board meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Company with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses, including the costs of preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements, and the costs of any reports to shareholders, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex. The Company may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount for yearly or other periods.

In the case where any liability of the Company cannot be considered as being attributable to a particular Sub-Fund, such liability shall be allocated to all the Sub-Funds on a *pro rata* basis to their Net Asset Values or in such other manner as determined by the Board of Directors acting in good faith, provided that all liabilities, whatever Sub-Fund they are attributable to, shall, unless otherwise agreed upon with the creditors, be binding upon the Company as a whole.

Charges relating to the incorporation of the Company and the creation of a new Sub-Fund shall be borne by all the existing Sub-Funds on a *pro rata* basis to their net assets. Hence, the new created Sub-Funds shall have to bear on a *pro rata* basis of the costs and expenses incurred in connection with the creation of the Company and the initial issue of Shares, which have not already been written off at the time of the creation of the new Sub-Funds.

All charges relating to the creation of a new Sub-Fund after the Company's incorporation expenses have been written off, shall be fully amortized upon their occurrence and shall be borne by all the existing Sub-Funds on a *pro rata* basis to their net assets.

In case of a dissolution of a Sub-Fund all charges relating to the incorporation of the Company and the creation of new Sub-Funds which have not already been written off shall be borne by all the remaining Sub-Funds.

II. FEES OF THE MANAGEMENT COMPANY

The Management Company is entitled to receive from the Company a fee of a maximum of 0.10% per annum, calculated on the average quarterly Net Asset Value of the Company for its activity as management company. However, such general management fee does not cover the remuneration for the investment management function performed either directly by the Management Company or a Delegated Investment Manager.

In addition, where the Management Company in compensation for the investment management function, the Management Company is entitled to an investment management fee. The investment management fee is payable quarterly and calculated on the average of the Net Asset Value of the relevant Sub-Fund for the relevant quarter, unless otherwise determined in Part B of this Prospectus. The amount of the investment management fee is set out individually for each Sub-Fund in Part B of this Prospectus.

Moreover, for its risk management activities, the Management Company is entitled to receive from the Company a fee of 0.025% per annum, payable quarterly and calculated on the average quarterly Net Asset Value of the Company.

Finally, for its distribution activities, the Management Company is entitled to receive from some Sub-Funds for which distribution activities are performed, a fee payable quarterly and calculated on the average quarterly Net Asset Value of the concerned Sub-Fund.

III. FEES OF THE DELEGATED INVESTMENT MANAGER

Where a Delegated Investment Manager has been appointed as specified in the particulars of the relevant Sub-Funds, the Management Company will pay the Delegated Investment Manager a fee for its investment activity unless otherwise determined in Part B of this Prospectus.

IV. DUPLICATION OF COMMISSIONS AND FEES

Given that various Sub-Funds will invest in other UCIs, investors must be aware that the applicable investment management commissions, as well as fund administration, central administration and other providers commissions, may be in addition to commissions paid by UCIs to their sub-managers and other sub-providers, resulting in double payment of such commissions.

Investors are also made aware that the Sub-Funds may invest, in accordance with the terms of the present Prospectus, in collective investment schemes that are managed, directly or by delegation, by the same Management Company or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding; in this case the Management Company or the other company may not charge subscription, conversion or redemption fees on the account of the Sub-Funds investment in the collective investment schemes.

A Sub-Fund that invests a substantial proportion of its assets in other collective investment schemes shall disclose in the present Prospectus the maximum level of the management fees that may be charged both to the Sub-Fund itself and to the other collective investment schemes in which it intends to invest. In the annual report of the Company, it shall indicate the maximum proportion of management fees charged both to the Sub-Fund itself and to the other collective investment schemes in which it intends to invest.

V. FEES OF THE DEPOSITARY AND PAYING AGENT, DOMICILIARY AGENT, LISTING AGENT, ADMINISTRATIVE AGENT, AND REGISTRAR AND TRANSFER AGENT

The Depositary and Paying Agent, Domiciliary Agent and Listing Agent, Administrative Agent, and Registrar and Transfer Agent are entitled to receive out of the assets of each Sub-Fund a fee calculated

in accordance with customary banking practice in Luxembourg as a percentage per annum of the average quarterly Net Asset Value thereof during the relevant quarter and payable quarterly in arrears. In addition, the Depositary and Paying Agent, Domiciliary Agent, Listing Agent, Administrative Agent, and Registrar and Transfer Agent are entitled to be reimbursed by the Company for their reasonable out-of-pocket expenses and disbursements and for the charges of any correspondents.

As remuneration for services rendered to the Company in its respective capacities, the Depositary and Paying Agent will receive from the Company, in accordance with market practice in Luxembourg and unless otherwise determined in Part B of this Prospectus, a fee of a maximum of 0.075% per annum and calculated on the average quarterly Net Asset Value of the Company.

In accordance with market practice in Luxembourg, a fee of a maximum of 0.80% per annum and calculated on the average quarterly Net Asset Value of the Company will be charged to the Company for central administration services provided to the Company.

VI. SOFT COMMISSIONS

The Management Company, or its delegates may effect transactions on behalf of the Company with, or through the agency of a person who provides services under a soft commission agreement under which that person will, from time to time, provide to, or procure for the Management Company, or its delegates, and/or their respective associates goods, services, or other benefits such as research, and advisory services, specialised computer hardware or software provided that:

a. such transactions are effected on a best execution basis, disregarding any benefit which might ensure directly, or indirectly to the Management Company, or its delegates, or their respective associates, or the Company from the services or benefits provided under such soft commission agreement;

b. the services, and/or benefits provided are of a type which: (a) assist the Management Company or its delegates in the provision of investment services to the Company; (b) enhance the quality of the investment services to be provided to the Company hereunder; and (c) do not impair the ability of the Management Company or its delegates to act in the best interests of the Company; and

c. the Management Company or its delegates shall provide the Company on request with such information with respect to soft commissions as the Company may reasonably require to enable inclusion of a report in the Company's annual reports describing the Management Company’s and its delegates soft commission practices.

A.8 TAXATION

The following information is a summary based on the law and practice applicable in the Grand Duchy of Luxembourg as at the date of this Prospectus and is subject to changes in law (or interpretation) later introduced, whether or not on a retroactive basis. It does not purport to be a complete analysis of all possible tax situations that may 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. Shareholders should inform themselves of, and when appropriate, consult their professional advisors with regard to the possible tax consequences of subscription for buying, holding, exchanging, redeeming or otherwise disposing of Shares under the laws of their country of citizenship, residence, domicile or incorporation.

It is expected that shareholders will be resident for tax purposes in many different countries. Consequently, no attempt is made in this Prospectus to summarize the taxation consequences for each shareholder subscribing, buying, holding, exchanging, redeeming or otherwise disposing of Shares. These consequences will vary in accordance with the law and practice currently in force in an shareholder's country of citizenship, residence, domicile or incorporation and with an investor's personal circumstances. Shareholders should be aware that the residence concept used under the respective headings applies for Luxembourg income tax assessment purposes only. Any reference in this 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.

Shareholders should also note that a reference to Luxembourg income tax generally 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) as well as personal income tax (impôt sur le revenu des personnes physiques). Corporate taxpayers may further be subject to net wealth tax (impôt sur la fortune), as well as other duties, levies and taxes. Corporate income tax, municipal business tax ,the solidarity surcharge and net wealth tax invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where individual taxpayers act in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

The following summary is based on the laws and practice currently applicable in the Grand Duchy of Luxembourg and is subject to changes therein.

I. TAXATION OF THE COMPANY IN THE GRAND DUCHY OF LUXEMBOURG

Income tax and net wealth tax

Under current Luxembourg tax law, the Company is neither subject to corporate income tax and municipal business tax (including the solidarity surcharge) nor net wealth tax (including the minimum net wealth tax) in Luxembourg.

Subscription tax

The Company is however subject to an annual subscription tax (*taxe d'abonnement*) of 0.05% *per annum* in Luxembourg, such tax being calculated and payable quarterly . The taxable base of the subscription tax is the aggregate net assets of the Company valued on the last day of each calendar quarter.

This rate is reduced to 0.01% ***per annum*** for:

a) UCIs as well as individual compartments of UCIs with multiple compartments whose exclusive object is the collective investment in money market instruments and the placing of deposits with credit institutions;

b) UCIs as well as individual compartments of UCIs with multiple compartments whose exclusive object is the collective investment in deposits with credit institutions;

c) individual compartments of UCIs with multiple compartments referred to in the 2010 Law as well as for individual classes of securities issued within a UCI or within a compartment of a UCI with multiple compartments, provided that the securities of such compartments or classes are reserved to one or more institutional investors.

Are however exempt from subscription tax:

a) the value of the assets represented by units held in other UCIs to the extent such units have already been subject to the subscription tax provided for by Article 174 of the 2010 Law or by Article 68 of the amended law of 13 February 2007 on specialized investment funds or by Article 46 of the amended law of 23 July 2016 on reserved alternative investment funds;

b) UCIs as well as individual compartments of UCIs with multiple compartments:

   (i) whose securities are reserved for institutional investors, and

   (ii) whose exclusive object is the collective investment in money market instruments and the placing of deposits with credit institutions; and

   (iii) whose weighted residual portfolio maturity does not exceed 90 days; and

   (iv) that have obtained the highest possible rating from a recognised rating agency;

   Where several classes of securities exist within the UCI or the compartment, the exemption only applies to classes whose securities are reserved for institutional investors;

c) UCIs as well as individual compartments of UCIs with multiple compartments whose securities 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 hold in order to provide their employees with retirement benefits;

d) UCIs as well as individual compartments of UCIs with multiple compartments whose main objective is the investment in microfinance institutions.

e) UCIs as well as individual compartments of UCIs with multiple compartments:

(i) whose securities are listed or traded on at least one stock exchange or another regulated market operating regularly, recognised and open to the public; and

(ii) whose exclusive object is to replicate the performance of one or more indices.

If several classes of securities exist within the UCI or the compartment, the exemption only applies to classes fulfilling the condition of sub-point (i).

Withholding tax

There is no withholding tax in Luxembourg on any dividend distribution made by the Company or on any payment upon redemption of Shares. There is also no withholding tax on the distribution of liquidation proceeds to the shareholders.

The Company may be however subject to withholding tax on dividends and interest payments and to tax on capital gains in the country of origin of its investments. As the Company itself is exempt from Luxembourg corporate income tax, withholding tax levied at source, if any, would normally be a final cost. 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.

Other taxes

No stamp duty or other tax is generally payable in Luxembourg in connection with the issue of the Shares by the Company against cash, except a fixed registration duty of EUR 75 which is paid upon the Company's incorporation or any amendment of its Articles.

Value added tax

In Luxembourg, regulated investment funds such as the Company are considered in Luxembourg as taxable persons for value added tax ("**VAT**") purposes without any 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 shareholders, 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.

II. TAXATION OF SHAREHOLDERS IN THE GRAND DUCHY OF LUXEMBOURG

Tax residency

A shareholder will not become resident, nor be deemed to be resident, in Luxembourg by reason only of holding and/or disposing of Shares or the execution, performance or enforcement of its rights thereunder.

Income tax

For the purposes of this section, a disposal may include a sale, an exchange, a contribution, a transfer, a cancellation, a redemption or any other kind of alienation of the Shares. Taxable gains are determined as being the difference between the price for which the Share have been disposed of and the lower of their cost or book value.

Resident individual shareholders

Any dividend and other payment derived from the Shares received by Luxembourg resident individual shareholders, acting in the course of the management of either their private wealth or their professional/business activity, are subject to income tax at the progressive ordinary rates.

Capital gains realised upon the disposal of the Shares by a resident individual Shareholder, who acts in the course of the management of his/her private wealth, are not subject to personal 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 personal income tax at ordinary rates if the Shares are disposed of within six (6) months after their acquisition or if their disposal precedes their acquisition. A participation is deemed to be substantial where a resident individual Shareholder holds or has held, either alone or together with his/her spouse or partner and/or minor children, directly or indirectly at any time within the five (5) years preceding the disposal, more than ten percent (10%) of the share capital of the Company whose Shares are being disposed of. A Shareholder is also deemed to alienate a substantial participation if he/she acquired free of charge, within the five (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 five-year period). Capital gains realised on a substantial participation more than six (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 personal income tax rates and half of the average rate is applied to the capital gains realised on the substantial participation).

Capital gains realised upon the disposal of the Shares by a Luxembourg resident individual shareholder acting in the course of the management of his professional/business activity are subject to income tax at ordinary rates.

Resident corporate shareholders

Luxembourg resident corporate shareholders (*sociétés de capitaux*) must include any profits derived, as well as any gain realised on the disposal of the Shares, in their taxable profits for Luxembourg income tax assessment purposes.

Resident shareholders benefiting from a special tax regime

Luxembourg resident shareholders benefiting from a special tax regime, such as (i) UCIs subject to the 2010 Law, (ii) specialized investment funds governed by the amended law of 13 February 2007, (iii) family wealth management companies governed by the amended law of 11 May 2007 and (iv) reserved alternative investment funds treated as a specialized investment funds for Luxembourg tax purposes and governed by the amended law of 23 July 2016, are tax exempt entities in Luxembourg and are thus not subject to any Luxembourg income tax.

Non-residents shareholders

Shareholders who are non-residents of Luxembourg and who have neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Shares are attributable, are generally not subject to any tax on income and capital gains in Luxembourg.

Shareholders who are non-residents of Luxembourg but who have 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 disposal of the Shares in their taxable income for Luxembourg tax assessment purposes.

Net wealth tax

Luxembourg resident shareholders and non-resident shareholders having a permanent establishment or a permanent representative in Luxembourg to which or whom the Shares are attributable, are subject to Luxembourg net wealth tax on such Shares, unless the shareholder is (i) a resident or non-resident individual taxpayer, (ii) a securitisation vehicle governed by the amended law of 22 March 2004 on securitisation, (iii) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (iv) a professional pension institution governed by the amended law of 13 July 2005, (v) an UCI governed by the amended law of 17 December 2010, (vi) a specialized investment fund governed by the amended law of 13 February 2007, (vii) a family wealth management company governed by the amended law of 11 May 2007, (viii) a reserved alternative investment fund governed by the amended law of 23 July 2016.

However, (i) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (ii) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (iii) a professional pension institution governed by the amended law of 13 July 2005, and (iv) an opaque reserved alternative investment fund treated as a venture capital vehicle for Luxembourg tax purposes and governed by the amended law of 23 July 2016 remain subject to the minimum net wealth tax.

Other taxes

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

Luxembourg gift tax may be levied on a gift or donation of Shares if embodied in a Luxembourg notarial deed or otherwise registered in Luxembourg.

III. COMMON REPORTING STANDARD ("CRS")

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

The Company may be subject to the Common Reporting Standard (the "**CRS**") as set out in the amended Luxembourg law of 18 December 2015 (the "**CRS Law**") implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as 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.

As such, the Company will be required to annually report to the Luxembourg tax authorities (*Administration des contributions directes*) personal and financial information related, inter alia, to the identification of, holdings by and payments made to (i) certain shareholders qualifying as Reportable Persons and (ii) Controlling Persons of passive non-financial entities ("**NFEs**") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (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.

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, shareholders undertake to inform the Company within thirty (30) days of receipt of these statements should any included personal data be not 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 and the Company may, in its sole discretion, redeem the Shares of such shareholder.

IV. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

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

The Company may be subject to the so-called FATCA legislation which generally requires reporting to the U.S. Internal Revenue Service of non-U.S. financial institutions that do not comply with FATCA and direct or indirect ownership by U.S. persons of non-U.S. entities. As part of the process of implementing FATCA, the U.S. 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 ("**IGA**") implemented by the amended Luxembourg law of 24 July 2015 (the "**FATCA Law**"), which requires Financial Institutions located in Luxembourg to report, when required, information on Financial Accounts held by Specified U.S. Persons, if any, to the Luxembourg tax authorities (*administration des contributions directes*).

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 NFFE, 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 U.S. 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 are 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 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 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 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 U.S. withholding tax and reporting regime.

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

A.9. GENERAL INFORMATION

I. CORPORATE INFORMATION

The Company was incorporated for an unlimited period of time on 14 August 1998 and is governed by the Luxembourg law of 10 August 1915 on commercial companies, as amended, and by the 2010 Law.

Pursuant to an extraordinary general meeting held on 22 July 2020 the Company changed its name from "Esperia Funds SICAV" to "Mediobanca SICAV".

The registered office of the Company is established at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg but may, by decision of the Board of Directors, be transferred within the municipality or to any other municipality within the Grand Duchy of Luxembourg. Should this occur, a respective communication will be sent to all shareholders informing them of the new registered office of the Company.

The Company is recorded at the *Registre de Commerce et des Sociétés* in Luxembourg (the "**RCSL**" under the number B 65 834.

The Articles have been published in the *Mémorial, Recueil des Sociétés et Associations* (the "***Mémorial***") of 11 September 1998, and have been filed with the RCSL together with the *notice légale* on the issue and sale of Shares. Further to an extraordinary general meeting held before a notary on April 22, 2002, the amended Articles have been published in the *Mémorial* of May 24, 2002 and have been filed with the RCSL. Any interested person may inspect these documents at the RCSL; copies are available on request at the registered office of the Company. The Articles have been amended on April 16, 2015 and such amendments published in the *Mémorial* of May 4, 2015. They have furthermore been amended on November 30, 2015 and such amendment published in the *Mémorial* of 4 January 2016 to change, *inter alia*, the name from "Duemme Sicav" into "Esperia Funds Sicav". The latest changes to the Articles were made on 22 July 2020 and were published in the *Recueil Electronique des Sociétés et Associations* (*"***RESA**") on 6 August 2020 to change, *inter alia*, the name from "Esperia Funds SICAV" to "Mediobanca SICAV".

The minimum capital of the Company, as provided by law, is of EUR 1,250,000.-. The capital of the Company is represented by fully paid-up Shares of no par value.

The Company is open-ended which means that it may, at any time on the request of the shareholders, redeem its Shares at prices based on the applicable Net Asset Value per Share of the relevant Sub-Fund.

In accordance with the Articles, the Board of Directors may issue Shares in each Sub-Fund. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective applicable to the relevant Sub-Fund. As a result, the Company is an "umbrella fund" enabling investors to choose between one or more investment objectives by investing in one or more Sub-Funds.

The Board of Directors may from time to time decide to create further Sub-Funds; in that event, the Prospectus will be updated and amended to include detailed information on the new Sub-Funds.

The share capital of the Company will be equal, at any time, to the total value of the net assets of all the Sub-Funds.

II. MEETINGS OF, AND REPORTS TO, SHAREHOLDERS

Notice of any general meeting of shareholders shall be mailed to each registered shareholder at least eight days prior to the meeting and shall be published to the extent required by the Law in the RESA and in any newspaper published in the Grand Duchy of Luxembourg and other newspaper(s) that the Board of Directors may determine. Such notices will indicate the date and time of the meeting as well as the agenda, quorum requirements and the conditions of admission.

If all the Shares are only issued in registered form, convening notices may be mailed by registered mail to each registered shareholder to the address entered in the register of shareholders, or any other address notified to the Company for the purpose of receiving notices and announcements from the Company, without any further publication.

If the Articles are amended, such amendments shall be filed with the RCSL and published in the RESA.

The Company publishes annually a detailed audited report on its activities and on the management of its assets; such report shall include, *inter alia*, the combined accounts relating to all the Sub-Funds, a detailed description of the assets of each Sub-Fund and a report from the Auditor.

The Company shall further publish semi-annual unaudited reports, including, *inter alia*, a description of the investments underlying the portfolio of each Sub-Fund and the number of Shares issued and redeemed since the last publication.

The aforementioned documents will be available within four (4) months for the annual reports and two (2) months for the semi-annual reports of the date thereof and copies may be obtained free of charge by any person at the registered office of the Company.

The accounting year of the Company commences on the first of July and terminates on the thirtieth of June.

The annual general meeting of shareholders takes place in Luxembourg within six (6) months of the end of the financial year at the date, time and place specified in the notice of the meeting sent to shareholders.

The shareholders of any Class of Shares of any Sub-Fund may hold, at any time, general meetings to decide on any matters which relate exclusively to such Class of Shares of a Sub-Fund.

The combined accounts of the Company shall be maintained in EUR being the currency of the share capital. The financial statements relating to the various separate Sub-Funds shall also be expressed in the reference currency for the Sub-Funds.

Shareholders may request the Company to convene a general meeting of shareholders is such written request is supported by at least 10% of the Company's share capital. If this is the case, the general meeting of shareholders shall be held within one (1) month of the Company's receipt of such written request.

The Company may suspend voting rights of any shareholder in accordance with the Articles.

III. SHAREHOLDERS INFORMATION

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

IV. DISSOLUTION AND LIQUIDATION OF THE COMPANY

The Company may at any time be dissolved by a resolution of a general meeting of shareholders subject to the quorum and majority requirements applicable for amendments to the Articles.

Whenever the share capital falls below two-thirds of the minimum capital indicated in Article 5 of the Articles, the question of the dissolution of the Company shall be referred to a general meeting of shareholders by the Board of Directors. The meeting, for which no quorum shall be required, shall decide by the simple majority of the Shares represented at the meeting.

The question of the dissolution of the Company shall also be referred to a general meeting of shareholders whenever the share capital falls below one-fourth of the minimum capital set by Article 5 of the Articles; in such event, the meeting shall be held without any quorum requirement and the dissolution may be decided by shareholders holding one-fourth of the Shares represented at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days as from ascertainment that the net assets have fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum, as the case may be.

Liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, duly approved by the regulatory authority and appointed by the general meeting of shareholders which shall determine their powers and their compensation.

The net proceeds of liquidation corresponding to each Class of Shares in each Sub-Fund shall be distributed by the liquidators to the holders of Shares of the relevant Class in such Sub-Fund in proportion to their holding of such Shares.

Should the Company be voluntarily or compulsorily liquidated, its liquidation will be carried out in accordance with the provisions of the Law. The said Law specifies the steps to be taken to enable shareholders to participate in the distribution(s) of the liquidation proceeds and provides for a deposit in escrow at the *Caisse de Consignations* at the time of the close of liquidation. Amounts not claimed from escrow within the statute of limitation period shall be liable to be forfeited in accordance with the provisions of the Law.

V. DISSOLUTION AND MERGER OF SUB-FUNDS

1. Dissolution of Sub-Funds, categories or Classes of Shares

In the event that the assets in any Sub-Fund, categories or classes should fall below a threshold considered by the Board of Directors as a minimum below which the management of that Sub-Fund, categories or classes, would become too problematic, the Board of Directors may decide to liquidate the Sub-Fund, categories or any Classes of Shares. The same may also apply within the framework of a rationalization of the range of products offered to the Company's clients.

The decision and methods applying to the closing of the Sub-Fund, categories or classes shall be brought to the knowledge of shareholders of the concerned Sub-Fund by way of the publication of notices to that effect in such newspapers as are mentioned in section "Documents available" below.

A notice relating to the closing of the Sub-Fund, categories or classes shall also be communicated to all the registered shareholders of that Sub-Fund.

In such event, the net assets of the concerned Sub-Fund, categories or classes shall be divided among the remaining shareholders of the Sub-Fund, categories or classes. Amounts which have not been claimed by shareholders at the time of the closure of the liquidation operations of the Sub-Fund shall be deposited with the *Caisse de Consignation* in Luxembourg, for the profits of their rightful assignees, until the prescribed date of limitation.

2. Merger of Sub-Funds, categories or classes

The Board of Directors may decide, in the interest of the shareholders and in accordance with the provisions of the 2010 Law, to transfer or merge the assets of one Sub-Fund, category or class of Shares to those of another Sub-Fund, category or class of Shares of such other Sub-Fund within the Company. Such mergers may be performed for reasons of various economic reasons justifying a merger of Sub-Funds, categories or Classes of Shares. The merger decision of Sub-Funds shall be sent to all registered shareholders of the Sub-Fund before the effective date of the merger in accordance with the provisions of CSSF Regulation 10-05. The notification in question shall indicate, in addition, the characteristics of the new Sub-Fund, the new category or Class of Shares. Every shareholder of the relevant Sub-Funds shall have the opportunity of requesting the redemption or the conversion of his own Shares without any cost (other than the cost of disinvestment) during a period of at least thirty (30) calendar days before the effective date of the merger, it being understood that the effective date of the merger takes place five (5) Business Days after the expiry of such notice period.

In the same circumstances as described in the previous paragraph and in the interest of the shareholders, the transfer or merger of assets and liabilities attributable to a Sub-Fund, category or Class of Shares to another UCITS or to a Sub-Fund, category or class of shares within such other UCITS (whether established in Luxembourg or another Member State of the EU and whether such UCITS is incorporated as a company or is a contractual type fund), may be decided by the Board of Directors, in accordance with the provisions of the 2010 Law. The Company shall send a notice to the shareholders of the relevant Sub-Fund in accordance with the provisions of CSSF Regulation 10-5. Every shareholder of the Sub-Fund, category or Class of Shares concerned shall have the possibility to request the redemption or the conversion of his Shares without any cost (other than the cost of disinvestment) during a period

of at least thirty (30) calendar days before the effective date of the merger, it being understood that the effective date of the merger takes place five (5) Business Days after the expiry of such notice period.

In case of a merger of a Sub-Fund, category or Class of Shares where, as a result, the Company ceases to exist, the merger needs to be decided by a general meeting of shareholders of the Sub-Fund, category or Class of Shares concerned, for which no quorum is required and decisions are taken by the simple majority of the votes cast.

PART B: SPECIFIC INFORMATION

I. Sub-Fund MEDIOBANCA SICAV: C-Quadrat Euro Investments Plus

1. Name

This Sub-Fund is known as "MEDIOBANCA SICAV: C-Quadrat Euro Investments Plus" (hereinafter the "**Sub-Fund**").

2. Investment Objectives

The investment objective of the Sub-Fund is to provide investors with an adequate exposure to the Euro bond market.

3. Specific Investment Policy and Restrictions

The Sub-Fund will mainly invest corporate bonds according to the principle of risk diversification. Such bonds may be issued or guaranteed by borrowers headquartered in both OECD and non-OECD countries, and may be denominated in any currency.

The Sub-Fund may also invest in ABS, MBS, CoCo and distressed securities. The total maximum exposure of the Sub-Fund to ABS, MBS, CoCo, and distressed securities will be 15% of its Net Asset Value.

At any point in time, the Sub-Fund may hold a maximum of 35% of its Net Asset Value in securities which are unrated or have a rating below BBB-(minus) by Standard & Poor's or equivalent for the relevant maturity. Investment in convertible bonds shall be limited to 15% of the Net Asset Value.

Aggregate exposure to equities, dividend-right certificates, warrants and other equity related derivative instruments shall not exceed +10% (positive), nor fall below -15% (negative) of the Net Asset Value.

The Sub-Fund may also hold on ancillary basis liquid assets.

The Sub-Fund may also invest in accordance with the terms of the present Prospectus, and accessorily, in money market instruments, time deposits, structured notes and other financial derivatives on fixed income instruments (including but not limited to options, warrants, futures, contracts for difference, swaps, CDS, forward contracts traded either on a regulated exchange or OTC).

The aggregate exposure to non-Euro currencies shall not exceed 49% of the Net Asset Value.

The Sub-Fund may invest no more than 10% of its net assets in other UCITS/UCI.

The Sub-Fund may use total return swaps for investment and hedging purposes. The use of such financial instruments is not expected to affect the Sub-Fund's overall risk profile. The total return swaps used by the Sub-Fund are partly funded, since there is an upfront payment in the form of an initial margin payment. There is a variation margin payment during the lifetime of the total return swap.

A maximum of 10% of the assets held by the Sub-Fund (i.e. bonds) can be subject to total return swaps. The expected percentage of the assets subject to total return swaps is around 5%.

100% of the return generated by total return swaps is returned to the Sub-Fund.

The costs and fees associated with the use of total return swaps are paid to the counterparty to the transaction. Within these total return swaps, the Sub-Fund pays a variable amount linked to the relevant total return swaps. Counterparties to these transactions will be major financial institutions the identity of which will be available in the annual report of the Company. The costs and fees are not assigned to third parties who are related parties to the Investment Manager.

The Sub-Fund will not make use of securities lending..

The Sub-Fund is actively managed. The Investment Manager has complete freedom in choosing which assets to buy, hold and sell in the Sub-Fund, subject to the investment restrictions and guidelines set out in this Prospectus. Therefore, the composition of the portfolio holdings is not constrained by the composition of the index and the deviation of portfolio holdings from the index may be significant. The Sub-Fund is using benchmarks for the purpose of calculating the performance fee as further described in the section “Fees” below.

4. Risk Measurement Approach

The global exposure of the Sub-Fund is calculated using the commitment approach.

5. Classes and Categories of Shares

The Sub-Fund will issue five (5) Classes of Shares. The first is denominated “Classic”, referred to as “C“, the others are denominated “Institutional”, referred to as “I” and “Dedicated”, referred to as “Z” and “B”, certain of which may be expressed in different currencies, as described more specifically in Part A “Description of the Shares and Classes of Shares” of this Prospectus.

Share Classes will be activated upon subscription in accordance with the subscription procedure described in Part A “Procedure of Subscription, Conversion and Redemption”.

The Sub-Fund issues Shares on a distribution basis (referred to as category “**A**” below) as well as capitalization basis (referred to as category “**B**” below), as described in Part A of this Prospectus.

As the distribution Classes of Shares are entitled to distributions, the Board of Directors may decide to pay interim dividends in compliance with the conditions set forth by law. If no such decision is made, it will be proposed to the shareholders to carry forward the net results of the accounting year to the subsequent year.

Investors of this Sub-Fund are entitled to convert at no charge their issued Shares into Shares of another existing Class, where available (as described above). However, the right to convert Shares is subject to compliance with any conditions (including any minimum subscription amounts) applicable to the Class in which conversion is effected.

6. Minimum Initial and Subsequent Investment and Hedging Arrangements

The minimum initial and subsequent subscription amounts are reported in the following table:

Class of Shares	*Category of Shares*	*Full Name of Category of Shares*	*Minimum Initial subscription*	*Minimum Subsequent subscription*	*Hedged*
C EURO Class	A	C EURO Class [- Dist]	None	None	No
	B	C EURO Class [- Cap]	None	None	No
I EURO Class	A	I EURO Class [- Dist]	None	None	No
	B	I EURO Class [- Cap]	None	None	No
Z EURO Class	A	Z EURO Class [- Dist]	None	None	No
	B	Z EURO Class [- Cap]	None	None	No
B EURO Class	A	B EURO Class [- Dist]	None	None	No
	B	B EURO Class [- Cap]	None	None	No
B GBP Class	A	B GBP Class [- Dist]	None	None	No
	B	B GBP Class [- Cap]	None	None	No

7. Investment Management

The Management Company has appointed C-Quadrat Asset Management France, having its registered office at 21 boulevard de la Madelaine, 75001 Paris, France as Delegated Investment Manager for the Sub-Fund, pursuant to a Delegated Investment Management Agreement dated 19 October 2019 between the Management Company, the Company and the Delegated Investment Manager. The Delegated Investment Management Agreement has been entered into for an unlimited period of time and is terminable by any party thereto by giving not less than three (3) months' prior written notice. However, the Management Company may terminate this agreement with immediate effect when this is in the interest of the shareholders.

C-Quadrat Asset Management France is a regulated entity (AMF) and is owned 100% by C Quadrat Group (Austria).

8. Fees

A management fee is payable to the Management Company in compensation of its management services. Such a fee is payable quarterly and calculated on the average of the net assets of the Sub-Fund for the relevant quarter.

The Distributor is authorized to retain a sales charge calculated as a percentage of the subscribed amount.

A distribution fee is payable to the Management Company in compensation for its distribution services. Such a fee is equal to 0.05% per annum, payable quarterly and calculated on the average quarterly Net Asset Value of the Sub-Fund.

The management fee and sales charge applied to each Class of Shares are reported in the following table:

Class of Shares	***Category of Shares***	***Management Fees***	***Sales Charge***
C EURO Class	C EURO Class [- Dist]	1.40% per annum	up to a maximum of 3%
	C EURO Class [- Cap]	1.40% per annum	up to a maximum of 3%
I EURO Class	I EURO Class [- Dist]	1.00% per annum	up to a maximum of 1%
	I EURO Class [- Cap]	1.00% per annum	up to a maximum of 1%
Z EURO Class*	Z EURO Class [- Dist]*	1.35% per annum	up to a maximum of 3%
	Z EURO Class [- Cap]*	1.35% per annum	up to a maximum of 3%
B EURO Class	B EURO Class [- Dist]	1.10% per annum	up to a maximum of 3%
	B EURO Class [- Cap]	1.10% per annum	up to a maximum of 3%
B GBP Class	B GBP Class [- Dist]	1.10% per annum	up to a maximum of 3%
	B GBP Class [- Cap]	1.10% per annum	up to a maximum of 3%

*No performance fee will be charged for this Class of Shares as of [next calendar quarter].

Applicable until 30 June 2022:

Furthermore, for all Classes of Shares, the Management Company is entitled to receive a quarterly performance fee equal to 10% of the difference between the quarterly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill index plus 25 basis points (100 basis points on an annual basis) (the "**Benchmark**"), both calculated at the end of each calendar quarter. The performance fee is only applicable at the end of each quarter if the Sub-Fund performs positively and higher than the Benchmark at the end of each calendar quarter and provided that the Net Asset Value at the last Valuation Day of the relevant calendar quarter is higher than the last Net Asset Value of the preceding calendar year and higher than each last Net Asset Value of each preceding calendar quarter during the current accounting year (the "**High Water Mark**"). Any performance fee applicable will be calculated at the end of each calendar quarter on the average assets of the Sub-Fund during the quarter and charged to the Sub-Fund at the end of the quarter. For newly launched Shares, the reference period for the calculation shall start at the launch of such Shares and end at the end of the current calendar quarter and the High Water Mark shall be the first Net Asset Value after the launch date that is higher than the Benchmark. The first High Water Mark will give right to the payment of a performance fee as above defined. If Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference calendar quarter, and for those Shares, a

performance fee is accrued, it will be crystallized at the date of redemption or conversion and it will be considered as payable to the Management Company.

This methodology has been in place since January 2012.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

As of 1 July 2022:

Furthermore, for all Classes of Shares with the exception of the Class of Shares denominated "Z EURO Class", the Management Company is entitled to receive a yearly performance fee equal to 15% of the difference, net of costs, between the yearly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill Index plus 50 basis points (the "**Benchmark**"), both calculated at the end of each accounting year.

The performance fee is only applicable at the end of each accounting year if (i), net of costs, the Sub-Fund's performance for the same period is positive and higher than the performance of the Benchmark and (ii) any underperformance in the previous accounting years of the same performance reference period as defined below, if applicable, has been recovered before a performance fee becomes payable. To this purpose, the length of the performance reference period, if this is shorter than the whole life of the Sub-Fund, should be set equal to at least five (5) years (the "**Performance Reference Period**"). By derogation to the above, a new Share Class launched during the course of an accounting year will crystallise any accrued performance fee for the first time at the end of the subsequent accounting year, in order to make sure that the first performance fee payment would occur after a minimum period of twelve (12) months..

The performance fee shall only be payable in circumstances where positive performance has been accrued during the Performance Reference Period. **The performance fee cannot be payable in case the Sub-Fund has over-performed the reference benchmark but had a negative performance.**

The years are calculated on a rolling basis. The basis for the performance measure is the last Valuation Day; the NAV and performance is calculated and accrued on a daily basis and crystallised once per year. Exceptionally, the performance fee, if any, shall crystallise for the first time at the end of the accounting year 2023.

Where no Shares are in issue for a Share Class on a given day, the Subscription Price applied on that day will be considered as the initial price for that Share Class; where changes occur in the Prospectus in relation to the calculation method of performance fees applicable for a Share Class, accrued performance fees will be crystallised and paid to the Management Company, and the Net Asset Value, or the Net Asset Value per Share as applicable, calculated on the first day of the quarter following the date of the CSSF approval of the Prospectus will be considered as the initial reference value for the computation of performance fees with the new calculation method.

In order to calculate the performance of the Sub-Fund, the total Net Asset Value of the Sub-Fund on the relevant Valuation Day is compared to the reference asset value for each Sub-Fund (the "**Reference Asset Value**"). The Reference Asset Value for each Sub-Fund equals the Reference Asset Value of the preceding day of the relevant Sub-Fund as of the previous Valuation Day (and for the first performance period as of the first Valuation Day), plus additional subscriptions and minus redemptions multiplied by the performance of the Benchmark.

The reference period for the calculation of the performance fee starts with the first Valuation Day of the accounting year and ends the last Valuation Day of the accounting year. Any performance fee applicable will be calculated on the Net Asset Value of the Sub-Fund as of the last Valuation Day of each accounting year and paid to the Sub-Fund at the end of each accounting year. For newly launched Shares during an accounting year, the reference period for the calculation shall start at the launch of such Shares and end at the end of the subsequent accounting year. For the subsequent year, the reference period corresponds with the accounting year.

If (i) Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference accounting year, and a performance fee is accrued for those Shares, or (ii) the assets of one Sub-Fund, category or class of Shares are transferred to or merged with those of another Sub-Fund, category or class of Shares of such other Sub-Fund within the Company, and a performance fee is accrued for those Shares concerned by such merger, such performance fee will be crystallized respectively at the date of redemption or conversion or at the effective date of the merger and it will be considered as payable to the Management Company.

When calculating the performance fee payable to the Management Company, the Sub-Fund is using a benchmark within the meaning of the Benchmark Regulation.

The Fund, in consultation with the Management Company, has adopted a Contingency Plan, setting out actions, which it will take with respect to the Sub-Fund in the event that the benchmark used within the meaning of the Benchmark Regulation materially changes or ceases to be provided, as required by article 28(2) of the Benchmark Regulation. Shareholders may have access to the Contingency Plan free of charge upon request at the registered office of the Company.

As of the day of this visa-stamped Prospectus, the benchmark used by the Sub-Fund is being provided by ICE Benchmark Administration Limited, which is listed in the register referred to in article 36 of the Benchmark Regulation as an administrator authorised pursuant to article 34 of the Benchmark Regulation. Should the status of the benchmark's administrator change, this Prospectus will be amended accordingly.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

Calculation example of the performance fees:
Please find a table with all the possible cases

	A)								B)	C)	
	NAV	NAV Basis*	Sub fund performance on a y-o-y basis	Index (ICE BofA Euro Treasury Bill)	Adjusted benchmark **	Index Basis***	Index performance on a y-o-y basis	Yearly Over/underperformance in amount****	Over/underperformance in %	Cumulative over performance over reference period (5 years rolling)*****	Performance fee******
YEAR 0	100,0	-	0,00%	100,0	100,5	-	0,00%	(0,5)	0,00%	0,00%	-
YEAR 1	110,0	100,0	10,00%	108,0	108,5	100,5	8,00%	1,5	2,00%	2,00%	0,22
YEAR 2	105,0	110,0	-4,55%	106,0	106,5	108,5	-1,85%	(1,5)	-2,69%	-0,69%	-
YEAR 3	104,0	105,0	-0,95%	101,0	101,5	106,5	-4,72%	2,5	3,76%	3,07%	-
YEAR 4	110,0	104,0	5,77%	109,0	109,5	101,5	7,92%	0,5	-2,15%	0,92%	-
YEAR 5	112,0	110,0	1,82%	108,0	108,5	109,5	-0,92%	3,5	2,74%	3,66%	0,52
YEAR 6	105,0	112,0	-6,25%	108,0	108,5	108,5	0,00%	(3,5)	-6,25%	-4,59%	-
YEAR 7	110,0	105,0	4,76%	108,0	108,5	108,5	0,00%	1,5	4,76%	2,86%	0,22

Notes

* NAV basis to determinate yearly performance is the NAV at the end of previous accounting period

** Adjusted benchmark refers to that of the ICE BofA Euro Treasury Bill Index plus 50 basis points

*** Index basis to determinate yearly performance is the Index of the previous accounting period

**** Yearly performance is estimated as the nominal difference between the NAV of the accounting period and the adjusted benchmark

***** Performance based on the cumulative performance of the last 5 Years

****** Performance from year 1 to year 5 is based on the cumulative performance between launch date and last crystalisation

Calculation

A performance fee equal to 15% is applicable only if::

A) The sub-fund's performance on a y-o-y basis is superior to zero;

B) The sub-fund's performance is higher than the performance of the benchmark

C) The cumulative performance over the performance reference period is superior to zero;

Please find below the explanation of the different scenarios, included in the table above:

At year 0, the Sub-Fund is launched at 100,0 and the index is measured on a base 100,5.

At the end of the Year 1, the Sub-Fund has a performance of 10,0% and the index 8,0%, there is then an over performance of 2,0% which will be the bases of the payment.

At the end of the Year 2, the Sub-Fund has a performance of -4,55% and the index of -1,85%, the Sub-Fund is the underperforming the index, so no performance fee payment.

As there is no payment, the performance of the Year 3 will still be measured against the end of Year 1, the loss is then carried forward, meaning that the Sub-Fund need first to recover its under performance before accruing new performance fees.

At the end of the Year 3, the Sub-Fund has a performance of -0,95 (performance of the 2 last year) and the index -4,72% (performance of the 2 last year), there is then an over performance of 3,76% and a cumulative over performance of 3,07%. Even if there is an over performance, there is no payment of performance fee.

The performance of the Year 4 will be measured based on the end of Year 3.

At the end of the Year 4, the sub-fund has a performance of 5,77% and the index of 7,92%, the Sub-Fund is underperforming the index, so no performance fee payment and this even if the performance of the sub-fund is positive.

As there is no payment, the performance of the Year 4 will still be measured against the end of Year 3, the loss is then carry forward, meaning that the Sub-Fund need first to recover it's under performance before accruing new performance fees.

At the end of the Year 5, the Sub-Fund has a performance of 1,82% the index has a performance of -0,92%. In this instance, the Sub-Fund, despite its negative performance as compared to the performance of the Sub-Fund at the end of Year 4, realised an over performance against the index of 2,74% and a cumulative over performance of 3,66% which will be the bases of the payment.

As there is a payment, the performance of the Year 5 will be measured based on the end of Year 4.

At the end of the Year 6, the Sub-Fund has a performance of -6,25% and the index of 0,0%, the Sub-Fund is the underperforming the index, so no performance fee payment.

Performance from year 1 to year 5 is based on the cumulative performance between launch date and last crystallization, while the year 7 aims at showing how the over performance has been recovered before the performance becomes payable.

9. Subscription price

The subscription price shall be equal to the Net Asset Value per each Class of Shares of the Sub-Fund on the relevant Valuation Day increased by the sales charge.

The subscription list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

Payment for subsequent subscriptions must be made within five (5) Business Days after the relevant Net Asset Value is calculated.

10. Redemptions

The redemption price equals the Net Asset Value per each Class of Shares on the relevant Valuation Day decreased by the exit fee, when applicable, as described in Part A of the Prospectus. The redemption list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

The redemption price shall be paid within five (5) Business Days after the relevant Net Asset Value is calculated.

11. Conversions

The Shares of the Sub-Fund may be converted into Shares of another Sub-Fund according to the procedure described in Part A of the Prospectus. No conversion fee shall be levied.

The conversion list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

12. Reference currency

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

13. Frequency of calculation and Valuation Day

The Net Asset Value of the Sub-Fund will be determined, per each Class of Shares, under the full responsibility of the Board of Directors on each Business Day in Luxembourg ("**Valuation Day**").

14. Publication of the Net Asset Value

The Net Asset Value per each Class of Shares will be available at the registered office of the Company and will be published in "*Il Sole 24 Ore*".

15. Likely Impacts following the Occurrence of a Sustainability Risk

The Sub-Fund is exposed to a broad range of Sustainability Risks. A wide range of Sustainability Risks can affect bond borrowers' cash flows and affect their ability to meet their debt obligations. For corporate bond issuers, environmental risks include but are not limited to; the ability of companies to mitigate and adapt to climate change, the potential for higher carbon prices, exposure to increasing water scarcity leading to the potential of higher water prices, waste management challenges and impact on global and local ecosystems. Social risks include, but are not limited to; product safety, supply chain management and labour standards, health and safety and human rights, employee welfare, data & privacy concerns and increasing technological regulation. Governance risks are also relevant and can include board composition and effectiveness, management incentives, management quality and

alignment of management with shareholders. Furthermore, with the general raising of awareness on sustainability issues across Europe, the underlyings are exposed to reputational risk linked to sustainability that can affect the underlying or this Sub-Fund directly. For example, through name and shame campaigns by NGOs or consumer organizations, stigmatization of an industry sector and shift in consumer preferences may negatively impact the underlying and the value of its investments.

II. Sub-Fund MEDIOBANCA SICAV: C-Quadrat Global Convertible Plus

1. Name

This Sub-Fund is known as "MEDIOBANCA SICAV: C-Quadrat Global Convertible Plus" (hereinafter the "**Sub-Fund**").

2. Investment Objectives

The investment objective of the Sub-Fund is to provide investors with an adequate exposure to the convertible bond market.

3. Specific Investment Policy and Restrictions

The Sub-Fund will invest a minimum of 50% of its net assets value in convertible bonds or other equity-linked debt instruments, according to the principle of risk diversification. Such securities may be issued or guaranteed by borrowers headquartered in both OECD and non-OECD countries, and may be denominated in any currency.

The Sub-Fund may invest in ABS, MBS, CoCo and distressed securities. The total maximum exposure of the Sub-Fund to ABS, MBS CoCo, and distressed securities will be 15% of its Net Asset Value.

The Sub-Fund may also hold on ancillary basis liquid assets.

The Sub-Fund may also use financial derivatives for both hedging and investment purposes, in accordance with the terms of the present Prospectus.

In particular the Sub-Fund may invest accessorily (max 49%), in money market instruments, in fixed income derivatives (included but not limited to options, warrants, futures, forward contracts) traded either on a regulated exchange or OTC; contracts for difference, interest rate swaps, CDS, time deposits, structured notes and other fixed income related instruments and in equities, dividend-right certificates, warrants and other equity related instruments, again traded on a regulated exchange or OTC.

The aggregate exposure to non-Euro currencies shall not exceed 33% of the Net Asset Aalue.

At any point in time the Sub-Fund may hold a maximum of 75% of its Net Asset Value in securities which are unrated or have a rating below BBB-(minus) by Standard & Poor's or equivalent for the relevant maturity.

The Sub-Fund may invest no more than 10% of its net assets in other UCITS/UCI.

The Sub-Fund will neither make use of securities lending nor of total return swaps.

The Sub-Fund is actively managed. The Investment Manager has complete freedom in choosing which assets to buy, hold and sell in the Sub-Fund, subject to the investment restrictions and guidelines set out in this Prospectus. Therefore, the composition of the portfolio holdings is not constrained by the composition of the index and the deviation of portfolio holdings from the index may be significant. The

Sub-Fund is using benchmarks for the purpose of calculating the performance fee as further described in the section "Fees" below.

4. Risk Measurement Approach

The global exposure of the Sub-Fund is calculated using the commitment approach.

5. Classes and Categories of Shares

The Sub-Fund will issue eight (8) Classes of Shares. The first is denominated "Classic", referred to as "C", the others are denominated "Institutional", referred to as "I" and "Dedicated", referred to as "Z" and "B", certain of which may be expressed in different currencies, as described more specifically in Part A "Description of the Shares and Classes of Shares" of this Prospectus.

Share Classes will be activated upon subscription in accordance with the subscription procedure described in Part A "Procedure of Subscription, Conversion and Redemption".

The Sub-Fund issues Shares on a distribution basis (referred to as category "**A**" below) as well as capitalization basis (referred to as category "**B**" below), as described in Part A of this Prospectus.

As some Class of Shares are entitled to distributions, the Board of Directors may decide to pay interim dividends in compliance with the conditions set forth by law. If no such decision is made, it will be proposed to the shareholders to carry forward the net results of the accounting year to the subsequent year. Investors of this Sub-Fund are entitled to convert at no charge their issued Shares into Shares of another existing Class, where available (as described above). However, the right to convert Shares is subject to compliance with any conditions (including any minimum subscription amounts) applicable to the Class in which conversion is effected.

6. Minimum Initial and Subsequent Investment and Hedging Arrangements

The minimum initial and subsequent subscription amounts are reported in the following table:

Class of Shares	***Categories of Shares***	***Full Name of Category of Shares***	***Minimum Initial Investment***	***Minimum Subsequent Investment***	***Hedged***
C EURO Class	A	C EURO Class [- Dist]	None	None	No
	B	C EURO Class [- Cap]	None	None	No
I EURO Class	A	I EURO Class [- Dist]	None	None	No
	B	I EURO Class [- Cap]	None	None	No
Z EURO Class	A	Z EURO Class [- Dist]	None	None	No
	B	Z EURO Class [- Cap]	None	None	No
I USD Class	A	I USD Class [- Dist]	None	None	No
	B	I USD Class [- Cap]	None	None	No
C USD Class	A	C USD Class [- Dist]	None	None	No
	B	C USD Class [- Cap]	None	None	No

B EURO Class	A	B EURO Class [- Dist]	None	None	No
	B	B EURO Class [- Cap]	None	None	No
B GBP Class	A	B GBP Class [- Dist]	None	None	No
	B	B GBP Class [- Cap]	None	None	No
B USD Class	A	B USD Class [- Dist]	None	None	No
	B	B USD Class [- Cap]	None	None	No

7. Investment Management

The Management Company has appointed C-Quadrat Asset Management France, having its registered office at 21 boulevard de la Madelaine, 75001 Paris, France as Delegated Investment Manager for the Sub-Fund, pursuant to a Delegated Investment Management Agreement dated 19 October 2010 between the Management Company, the Company and the Delegated Investment Manager. The Delegated Investment Management Agreement has been entered into for an unlimited period of time and is terminable by any party thereto by giving not less than three (3) months' prior written notice. However, the Management Company may terminate this agreement with immediate effect when this is in the interest of the shareholders.

C-Quadrat Asset Management France is a regulated entity (AMF) and is owned 100% by C Quadrat Group (Austria).

8. Fees

A management fee is payable to the Management Company in compensation of its management services. Such a fee is payable quarterly and calculated on the average of the net assets of the Sub-Fund for the relevant quarter.

A distribution fee is payable to the Management Company in compensation for its distribution services. Such a fee is equal to 0.05% per annum, payable quarterly and calculated on the average quarterly Net Asset Value of the Sub-Fund.

The Distributor is authorized to retain a sales charge calculated as a percentage of the subscribed amount.

The management fee and sales charge applied to each Class of Shares are reported in the following table:

Class of Shares	***Category of Shares***	***Management Fees***	***Sales Charge***
C EURO Class	C EURO Class [- Dist]	1.60% per annum	up to a maximum of 3%
	C EURO Class [- Cap]	1.60% per annum	up to a maximum of 3%
I EURO Class	I EURO Class [- Dist]	1.05% per annum	up to a maximum of 1%
	I EURO Class [- Cap]	1.05% per annum	up to a maximum of 1%
	Z EURO Class [- Dist]*	1.35% per annum	up to a maximum of 3%

Z EURO Class*	Z EURO Class [- Cap]*	1.35% per annum	up to a maximum of 3%
C USD Class	C USD Class [- Dist]	1.60% per annum	up to a maximum of 3%
	C USD Class [- Cap]	1.60% per annum	up to a maximum of 3%
I USD Class	I USD Class [- Dist]	1.05% per annum	up to a maximum of 1%
	I USD Class [- Cap]	1.05% per annum	up to a maximum of 1%
B EURO Class	B EURO Class [- Dist]	1.30% per annum	up to a maximum of 3%
	B EURO Class [- Cap]	1.30% per annum	up to a maximum of 3%
B GBP Class	B GBP Class [- Dist]	1.30% per annum	up to a maximum of 3%
	B GBP Class [- Cap]	1.30% per annum	up to a maximum of 3%
B USD Class	B USD Class [- Dist]	1.30% per annum	up to a maximum of 3%
	B USD Class [- Cap]	1.30% per annum	up to a maximum of 3%

* No performance fee will be charged for this Class of Shares as of [next calendar quarter]

Applicable until 30 June 2022:

Furthermore, for all Classes of Shares, the Management Company is entitled to receive a quarterly performance fee equal to 20% of the difference between the quarterly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill index plus 25 basis points (100 basis points on an annual basis) (the "**Benchmark**"), both calculated at the end of each calendar quarter. The performance fee is only applicable at the end of each quarter if the Sub-Fund performs positively and higher than the Benchmark at the end of each calendar quarter and provided that the Net Asset Value at the last Valuation Day of the relevant calendar quarter is higher than the last Net Asset Value of the preceding calendar year and higher than each last Net Asset Value of each preceding calendar quarter during the current accounting year (the "**High Water Mark**"). Any performance fee applicable will be calculated at the end of each calendar quarter on the average assets of the Sub-Fund during the quarter and charged to the Sub-Fund at the end of the quarter. For newly launched Shares, the reference period for the calculation shall start at the launch of such Shares and end at the end of the current calendar quarter and the High Water Mark shall be the first Net Asset Value after the launch date that is higher than the Benchmark. The first High Water Mark will give right to the payment of a performance fee as above defined. If Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference calendar quarter, and for those Shares, a performance fee is accrued, it will be crystallized at the date of redemption or conversion and it will be considered as payable to the Management Company.

This methodology has been in place since January 2012.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Delegated Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

As of 1 July 2022:

Furthermore, for all Classes of Shares with the exception of the Class of Shares denominated "Z EURO Class", the Management Company is entitled to receive a yearly performance fee equal to 20% of the difference, net of costs, between the yearly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill Index plus 75 basis points (the "**Benchmark**"), both calculated at the end of each accounting year.

The performance fee is only applicable at the end of each accounting if (i), net of costs, the Sub-Fund's performance for the same period is positive and higher than the performance of the Benchmark and (ii) any underperformance in the previous accounting years of the same performance reference period as defined below, if applicable, has been recovered before a performance fee becomes payable. To this purpose, the length of the performance reference period, if this is shorter than the whole life of the Sub-Fund, should be set equal to at least five (5) years (the "**Performance Reference Period**"). By derogation to the above, a new Share Class launched during the course of an accounting year will crystallise any accrued performance fee for the first time at the end of the subsequent accounting year, in order to make sure that the first performance fee payment would occur after a minimum period of twelve (12) months.

The performance fee shall only be payable in circumstances where positive performance has been accrued during the Performance Reference Period. **The performance fee cannot be payable in case the Sub-Fund has over-performed the reference benchmark but had a negative performance.**

The years are calculated on a rolling basis. The basis for the performance measure is the last Valuation Day; the NAV and performance is calculated and accrued on a daily basis and crystallised once per year. Exceptionally, the performance fee, if any, shall crystallise for the first time at the end of the accounting year 2023.

Where no Shares are in issue for a Share Class on a given day, the Subscription Price applied on that day will be considered as the initial price for that Share Class; where changes occur in the Prospectus in relation to the calculation method of performance fees applicable for a Share Class, accrued performance fees will be crystallised and paid to the Management Company, and the Net Asset Value, or the Net Asset Value per Share as applicable, calculated on the first day of the quarter following the date of the CSSF approval of the Prospectus will be considered as the initial reference value for the computation of performance fees with the new calculation method.

In order to calculate the performance of the Sub-Fund, the total Net Asset Value of the Sub-Fund on the relevant Valuation Day is compared to the reference asset value for each Sub-Fund (the "**Reference Asset Value**"). The Reference Asset Value for each Sub-Fund equals the Reference Asset Value of the preceding day of the relevant Sub-Fund as of the previous Valuation Day (and for the first performance period as of the first Valuation Day), plus additional subscriptions and minus redemptions multiplied by the performance of the Benchmark.

The reference period for the calculation of the performance fee starts with the first Valuation Day of the accounting year and ends the last Valuation Day of the accounting year. Any performance fee applicable will be calculated on the Net Asset Value of the Sub-Fund as of the last Valuation Day of each accounting year and paid to the Sub-Fund at the end of each accounting year. For newly launched Shares during an accounting year, the reference period for the calculation shall start at the launch of such Shares and end at the end of the subsequent accounting year. For the subsequent year, the reference period corresponds with the accounting year.

If (i) Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference accounting year, and a performance fee is accrued those Shares, or (ii) the assets of one Sub-Fund, category or class of Shares are transferred to or merged with those of another Sub-Fund, category or class of Shares of such other Sub-Fund within the Company, and a performance fee is accrued for those Shares concerned by such merger, the performance fee will be crystallized respectively at the date of redemption or conversion or at the effective date of the merger and it will be considered as payable to the Management Company.

When calculating the performance fee payable to the Management Company, the Sub-Fund is using a benchmark within the meaning of the Benchmark Regulation.

The Fund, in consultation with the Management Company, has adopted a Contingency Plan, setting out actions, which it will take with respect to the Sub-Fund in the event that the benchmark used within the meaning of the Benchmark Regulation materially changes or ceases to be provided, as required by article 28(2) of the Benchmark Regulation. Shareholders may have access to the Contingency Plan free of charge upon request at the registered office of the Company.

As of the day of this visa-stamped Prospectus, the benchmark used by the Sub-Fund is being provided by ICE Benchmark Administration Limited, which is listed in the register referred to in article 36 of the Benchmark Regulation as an administrator authorised pursuant to article 34 of the Benchmark Regulation. Should the status of the benchmark's administrator change, this Prospectus will be amended accordingly.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Delegated Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

Calculation example of the performance fees:

Please find a table with all the possible cases

				A)						B)	C)	
		NAV	NAV Basis*	Sub fund performance on a y-o-y basis	Index (ICE BofA Euro Treasury Bill)	Adjusted benchmark**	Index Basis***	Index performance on a y-o-y basis	Yearly Over/underperformance in amount****	Over/underperformance in %	Cumulative over performance over reference period (5 years rolling)*****	Performance fee******
	YEAR 0	100,0	-	0,00%	100,0	100,5	-	0,00%	(0,5)	0,00%	0,00%	-
	YEAR 1	110,0	100,0	10,00%	108,0	108,5	100,5	8,00%	1,5	2,00%	2,00%	0,22
	YEAR 2	105,0	110,0	-4,55%	106,0	106,5	108,5	-1,85%	(1,5)	-2,69%	-0,69%	-
	YEAR 3	104,0	105,0	-0,95%	101,0	101,5	106,5	-4,72%	2,5	3,76%	3,07%	-
	YEAR 4	110,0	104,0	5,77%	109,0	109,5	101,5	7,92%	0,5	-2,15%	0,92%	-
	YEAR 5	112,0	110,0	1,82%	108,0	108,5	109,5	-0,92%	3,5	2,74%	3,66%	0,52
	YEAR 6	105,0	112,0	-6,25%	108,0	108,5	108,5	0,00%	(3,5)	-6,25%	-4,59%	-
	YEAR 7	110,0	105,0	4,76%	108,0	108,5	108,5	0,00%	1,5	4,76%	2,86%	0,22

Notes

* NAV basis to determinate yearly performance is the NAV at the end of previous accounting period

** Adjusted benchmark refers to that of the ICE BofA Euro Treasury Bill Index plus 50 basis points

*** Index basis to determinate yearly performance is the Index of the previous accounting period

**** Yearly performance is estimated as the nominal difference between the NAV of the accounting period and the adjusted benchmark

*****	Performance based on the cumulative performance of the last 5 Years
******	Performance from year 1 to year 5 is based on the cumulative performance between launch date and last crystalisation

Calculation

A performance fee equal to 15% is applicable only if::

A)	The sub-fund's performance on a y-o-y basis is superior to zero;
B)	The sub-fund's performance is higher than the performance of the benchmark
C)	The cumulative performance over the performance reference period is superior to zero;

Please find below the explanation of the different scenarios, included in the table above:

At year 0, the Sub-Fund is launched at 100,0 and the index is measured on a base 100,5.

At the end of the Year 1, the Sub-Fund has a performance of 10,0% and the index 8,0%, there is then an over performance of 2,0% which will be the bases of the payment.

At the end of the Year 2, the Sub-Fund has a performance of -4,55% and the index of -1,85%, the Sub-Fund is the underperforming the index, so no performance fee payment.

As there is no payment, the performance of the Year 3 will still be measured against the end of Year 1, the loss is then carried forward, meaning that the Sub-Fund need first to recover its under performance before accruing new performance fees.

At the end of the Year 3, the Sub-Fund has a performance of -0,95% (performance of the 2 last year) and the index -4,72% (performance of the 2 last year), there is then an over performance of 3,76% and a cumulative over performance of 3,07%. Even if there is an over performance, there is no payment of performance fee.

The performance of the Year 4 will be measured based on the end of Year 3.

At the end of the Year 4, the sub-fund has a performance of 5,77% and the index of 7,92%, the Sub-Fund is underperforming the index, so no performance fee payment and this even if the performance of the sub-fund is positive.

As there is no payment, the performance of the Year 4 will still be measured against the end of Year 3, the loss is then carry forward, meaning that the Sub-Fund need first to recover it's under performance before accruing new performance fees.

At the end of the Year 5, the Sub-Fund has a performance of 1,82% the index has a performance of -0,92%. In this instance, the Sub-Fund, despite its negative performance as compared to the performance of the Sub-Fund at the end of Year 4, realised an over performance against the index of 2,74% and a cumulative over performance of 3,66% which will be the bases of the payment.

As there is a payment, the performance of the Year 5 will be measured based on the end of Year 4.

At the end of the Year 6, the Sub-Fund has a performance of -6,25% and the index of 0,0%, the Sub-Fund is the underperforming the index, so no performance fee payment.

Performance from year 1 to year 5 is based on the cumulative performance between launch date and last crystallization, while the year 7 aims at showing how the over performance has been recovered before the performance becomes payable.

9. Subscription price

The Subscription Price shall be equal to the Net Asset Value per each Class of Shares of the Sub-Fund on the relevant Valuation Day increased by the sales charge.

The subscription list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

Payment for subscriptions must be made within five (5) Business Days after the relevant Net Asset Value is calculated.

10. Redemptions

The redemption price equals the Net Asset Value per each Class of Shares on the relevant Valuation Day decreased by the exit fee, when applicable, as described in Part A of the Prospectus. The redemption list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

The redemption price shall be paid within five (5) Business Days after the relevant Net Asset Value is calculated.

11. Conversions

The Shares of the Sub-Fund may be converted into Shares of another Sub-Fund according to the procedure described in Part A of the Prospectus. No conversion fee shall be levied.

The conversion list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

12. Reference currency

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

13. Frequency of calculation and Valuation Day

The Net Asset Value of the Sub-Fund will be determined, per each Class of Shares, under the full responsibility of the Board of Directors on each Business Day in Luxembourg ("**Valuation Day**").

14. Publication of the Net Asset Value

The Net Asset Value per each Class of Shares will be available at the registered office of the Company and will be published in "*Il Sole 24 Ore*".

15. Likely Impacts following the Occurrence of a Sustainability Risk

The Sub-Fund is a highly diversified portfolio. Therefore, the Delegated Investment Manager believes that the Sub-Fund will be exposed to a broad range of Sustainability Risks, which will differ from company to company. Some markets and sectors will have greater exposure to Sustainability Risks than others. For instance, the energy sector is known as a major Greenhouse Gas (GHG) producer and may be subject to greater regulatory or public pressure than other sectors and thus, greater risk. However, it is not anticipated that any single Sustainability Risk will drive a material negative financial impact on the value of the Sub-Fund.

A wide range of Sustainability Risks can affect bond borrowers' cash flows and affect their ability to meet their debt obligations. For corporate bond issuers, environmental risks include but are not limited to; the ability of companies to mitigate and adapt to climate change, the potential for higher carbon prices, exposure to increasing water scarcity and potential for higher water prices, waste management challenges, and impact on global and local ecosystems. Social risks include, but are not limited to; product safety, supply chain management and labour standards, health and safety and human rights, employee welfare, data & privacy concerns and increasing technological regulation. Governance risks are also relevant and can include board composition and effectiveness, management incentives, management quality and alignment of management with shareholders.

III. Sub-Fund MEDIOBANCA SICAV: C-Quadrat Efficient

1. Name

The name of the Sub-Fund is "MEDIOBANCA SICAV: C-Quadrat Efficient" (hereinafter referred to as the "**Sub-Fund**").

2. Investment Objectives

The investment objective of the Sub-Fund is to achieve capital appreciation in the medium – long term.

3. Specific Investment Policy and Restrictions

The Sub-Fund will provide global market exposure mainly to government, corporate and convertible bonds and Money Market instruments. The Sub-Fund may invest in ABS, MBS, CoCo and distressed securities. The total maximum exposure of the Sub-Fund to ABS, MBS CoCo, and distressed securities will be 15% of its Net Asset Value.

For the complementary part of its assets, the Sub-Fund may provide exposure to equities.

Exposure may be gained through direct investment in transferable securities, money market instruments and collective investment schemes (that collective investment schemes can be up to 100% of the net assets of the Sub-Fund).

The Sub-Fund may also hold on ancillary basis liquid assets.

The Sub-Fund may also invest in financial derivatives for both hedging and investment purposes in accordance with the terms of the present Prospectus.

In particular the Sub-Fund may invest accessorily (max 49%), in money market instruments, in fixed income derivatives (included but not limited to options, warrants, futures, forward contracts) traded either on a regulated exchange or OTC; contracts for difference, interest rate swaps, CDS, time deposits, structured notes and other fixed income related instruments and accessorily (max 30%), in equities, dividend-right certificates, warrants and other equity related instruments, again traded on a regulated exchange or OTC.

The aggregate exposure to non-Euro currencies shall not exceed 70% of the Net Asset Value.

The Sub-Fund will neither make use of securities lending nor of total return swaps.

The Sub-Fund is actively managed. The Investment Manager has complete freedom in choosing which assets to buy, hold and sell in the Sub-Fund, subject to the investment restrictions and guidelines set out in this Prospectus. Therefore, the composition of the portfolio holdings is not constrained by the composition of the index and the deviation of portfolio holdings from the index may be significant. The Sub-Fund is using benchmarks for the purpose of calculating the performance fee as further described in the section "Fees" below.

4. Risk Measurement Approach

The global exposure of the Sub-Fund is calculated using the commitment approach.

5. Classes and Categories of Shares

The Sub-Fund will issue five (5) Classes of Shares. The first is denominated "Classic", referred to as "C", the others are denominated "Institutional", referred to as "I", and "Dedicated", referred to as "Z" and "B", certain of which may be expressed in different currencies, as described more specifically in Part A "Description of the Shares and Classes of Shares" of this Prospectus.

Share Classes will be activated upon subscription in accordance with the subscription procedure described in Part A "Procedure of Subscription, Conversion and Redemption".

The Sub-Fund issues Shares on a distribution basis (referred to as category "**A**" below) as well as capitalization basis (referred to as category "**B**" below), as described in Part A of this Prospectus. As the distribution Classes of Shares are entitled to distributions, the Board of Directors may decide to pay interim dividends in compliance with the conditions set forth by law. If no such decision is made, it will be proposed to the shareholders to carry forward the net results of the accounting year to the subsequent year.

Investors in this Sub-Fund are entitled to convert at no charge their issued Shares into Shares of another existing Class, where available (as described above) at no charge. However, the right to convert Shares is subject to compliance with any conditions (including any minimum subscription amounts) applicable to the Class into which conversion is to be effected.

6. Minimum Initial and Subsequent Investment and Hedging Arrangements

The minimum initial and subsequent investment amounts are reported in the following table:

Class of Shares	***Category of Shares***	***Full Name of Category of Shares***	***Minimum Initial Investment***	***Minimum Subsequent Investment***	***Hedged***
C EURO Class	A	C EURO Class [- Dist]	None	None	No
	B	C EURO Class [- Cap]	None	None	No
I EURO Class	A	I EURO Class [- Dist]	None	None	No
	B	I EURO Class [- Cap]	None	None	No
Z EURO Class	A	Z EURO Class [- Dist]	None	None	No
	B	Z EURO Class [- Cap]	None	None	No
B EURO Class	A	B EURO Class [- Dist]	None	None	No
	B	B EURO Class [- Cap]	None	None	No
B GBP Class	A	B GBP Class [- Dist]	None	None	No
	B	B GBP Class [- Cap]	None	None	No

7. Investment Management

The Management Company has appointed C-Quadrat Asset Management France, having its registered office at 21 boulevard de la Madelaine, 75001 Paris, France as Delegated Investment Manager for the Sub-Fund, pursuant to a Delegated Investment Management Agreement dated 19 October 2010 between the Management Company, the Company and the Delegated Investment Manager as amended. The Delegated Investment Management Agreement has been entered into for an unlimited period of time and is terminable by any party thereto by giving not less than three (3) months' prior written notice. However, the Management Company may terminate this agreement with immediate effect when this is in the interest of the shareholders.

C-Quadrat Asset Management France is a regulated entity (AMF) and is owned 100% by C Quadrat Group (Austria).

8. Fees

A management fee is payable to the Management Company in compensation for its management services. Such fee is payable quarterly and calculated on the average of the net assets of the Sub-Fund for the relevant quarter.

A distribution fee is payable to the Management Company in compensation for its distribution services. Such a fee is equal to 0.05% per annum, payable quarterly and calculated on the average quarterly Net Asset Value of the Sub-Fund.

The Distributor is authorized to retain a sales charge calculated as a percentage of the subscribed amount.

The management fee and sales charge applied to each Class of Shares are reported in the following table:

Classes of Shares	***Category of Shares***	***Management Fee***	***Sales Charge***
C EURO Class	C EURO Class [- Dist]	1.50% per annum	up to a maximum of 3%
	C EURO Class [- Cap]	1.50% per annum	up to a maximum of 3%
I EURO Class	I EURO Class [- Dist]	0.90% per annum	up to a maximum of 1%
	I EURO Class [- Cap]	0.90% per annum	up to a maximum of 1%
Z EURO Class*	Z EURO Class [- Dist]*	1.70% per annum	up to a maximum of 3%
	Z EURO Class [- Cap]*	1.70% per annum	up to a maximum of 3%
B EURO Class	B EURO Class [- Dist]	1.00% per annum	up to a maximum of 3%
	B EURO Class [- Cap]	1.00% per annum	up to a maximum of 3%
B GBP Class	B GBP Class [- Dist]	1.00% per annum	up to a maximum of 3%
	B GBP Class [- Cap]	1.00% per annum	up to a maximum of 3%

* No performance fee will be charged for this Class of Shares as of 1 July 2022

Applicable until 30 June 2022:

The maximum level of total management fee that may be charged to both the Sub-Fund and to the UCITS and / or UCI in which the Sub-Fund intends to invest is 3.50% per annum calculated on the Net Asset Value.

Furthermore, for all Classes of Shares, the Management Company is entitled to receive a quarterly performance fee equal to 10% of the difference between the quarterly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill index plus 20 basis points (80 basis points on an annual basis) (the "**Benchmark**"), both calculated at the end of each calendar quarter. The performance fee is only applicable at the end of each quarter if the Sub-Fund performs positively and higher than the Benchmark at the end of each calendar quarter and provided that the Net Asset Value at the last Valuation Day of the relevant calendar quarter is higher than the last Net Asset Value of the preceding calendar year and higher than each last Net Asset Value of each preceding calendar quarter during the current accounting year (the "**High Water Mark**"). Any performance fee applicable will be calculated at the end of each calendar quarter on the average assets of the Sub-Fund during the quarter and charged to the Sub-Fund at the end of the quarter. For newly launched Shares, the reference period for the calculation shall start at the launch of such Shares and end at the end of the current calendar quarter and the High Water Mark shall be the first Net Asset Value after the launch date that is higher than the Benchmark. The first High Water Mark will give right to the payment of a performance fee as above defined. If Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference calendar quarter, and for those Shares, a performance fee is accrued, it will be crystallized at the date of redemption or conversion and it will be considered as payable to the Management Company.

This methodology has been in place since January 2012.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

As of 1 July 2022:

Furthermore, for all Classes of Shares with the exception of the Class of Shares denominated "Z EURO Class", the Management Company is entitled to receive a yearly performance fee equal to 20% of the difference, net of costs, between the yearly performance of the Sub-Fund and that of the ICE BofA Euro Treasury Bill Index plus 75 basis points (the "**Benchmark**"), both calculated at the end of each accounting year.

The performance fee is only applicable at the end of each quarter if (i), net of costs, the Sub-Fund's performance for the same period is positive and higher than the performance of the Benchmark and (ii) any underperformance in the previous accounting years of the same performance reference period as defined below, if applicable, has been recovered before a performance fee becomes payable. To this

purpose, the length of the performance reference period, if this is shorter than the whole life of the Sub-Fund, should be set equal to at least five (5) years (the "**Performance Reference Period**"). By derogation to the above, a new Share Class launched during the course of an accounting year will crystallise any accrued performance fee for the first time at the end of the subsequent accounting year, in order to make sure that the first performance fee payment would occur after a minimum period of twelve (12) months.

The performance fee shall only be payable in circumstances where positive performance has been accrued during the Performance Reference Period. **The performance fee cannot be payable in case the Sub-Fund has over-performed the reference benchmark but had a negative performance.**

The years are calculated on a rolling basis. The basis for the performance measure is the last Valuation Day; the NAV and performance is calculated and accrued on a daily basis and crystallised once per year. Exceptionally, the performance fee, if any, shall crystallise for the first time at the end of the accounting year 2023.

Where no Shares are in issue for a Share Class on a given day, the Subscription Price applied on that day will be considered as the initial price for that Share Class; where changes occur in the Prospectus in relation to the calculation method of performance fees applicable for a Share Class, accrued performance fees will be crystallised and paid to the Management Company, and the Net Asset Value, or the Net Asset Value per Share as applicable, calculated on the first day of the quarter following the date of the CSSF approval of the Prospectus will be considered as the initial reference value for the computation of performance fees with the new calculation method.

In order to calculate the performance of the Sub-Fund, the total Net Asset Value of the Sub-Fund on the relevant Valuation Day is compared to the reference asset value for each Sub-Fund (the "**Reference Asset Value**"). The Reference Asset Value for each Sub-Fund equals the Reference Asset Value of the preceding day of the relevant Sub-Fund as of the previous Valuation Day (and for the first performance period as of the first Valuation Day), plus additional subscriptions and minus redemptions multiplied by the performance of the Benchmark.

The reference period for the calculation of the performance fee starts with the first Valuation Day of the accounting year and ends the last Valuation Day of the accounting year. Any performance fee applicable will be calculated on the Net Asset Value of the Sub-Fund as of the last Valuation Day of each accounting year and paid to the Sub-Fund at the end of each accounting year. For newly launched Shares during an accounting year, the reference period for the calculation shall start at the launch of such Shares and end at the end of the subsequent accounting year. For the subsequent year, the reference period corresponds with the accounting year.

If (i) Shares were redeemed or converted into other Shares of any Class of the same Sub-Fund or any Class of another existing Sub-Fund during the reference accounting year, and a performance fee is accrued for those Shares, or (ii) the assets of one Sub-Fund, category or class of Shares are transferred to or merged with those of another Sub-Fund, category or class of Shares of such other Sub-Fund within the Company, and a performance fee is accrued for those Shares concerned by such merger, such performance fee will be crystallized respectively at the date of redemption or conversion or at the effective date of the merger and it will be considered as payable to the Management Company.

When calculating the performance fee payable to the Management Company, the Sub-Fund is using a benchmark within the meaning of the Benchmark Regulation.

The Fund, in consultation with the Management Company, has adopted a Contingency Plan, setting out actions, which it will take with respect to the Sub-Fund in the event that the benchmark used within the meaning of the Benchmark Regulation materially changes or ceases to be provided, as required by article 28(2) of the Benchmark Regulation. Shareholders may have access to the Contingency Plan free of charge upon request at the registered office of the Company.

As of the day of this visa-stamped Prospectus, the benchmark used by the Sub-Fund is being provided by ICE Benchmark Administration Limited, which is listed in the register referred to in article 36 of the Benchmark Regulation as an administrator authorised pursuant to article 34 of the Benchmark Regulation. Should the status of the benchmark's administrator change, this Prospectus will be amended accordingly.

The Management Company may pay part or all of the investment management fees received to the Delegated Investment Manager.

Any third party research received in connection with investment management and investment advisory services that the Investment Manager provides to the Sub-Fund (other than research that qualifies as a minor non-monetary benefit) will be paid for by the assets of the Sub-Fund.

Calculation example of the performance fees:
Please find a table with all the possible cases

			A)						B)	C)	
	NAV	NAV Basis*	Sub fund performance on a y-o-y basis	Index (ICE BofA Euro Treasury Bill)	Adjusted benchmark **	Index Basis***	Index performance on a y-o-y basis	Yearly Over/underperformance in amount****	Over/underperformance in %	Cumulative over performance over reference period (5 years rolling)*****	Performance fee******
YEAR 0	100,0	-	0,00%	100,0	100,5	-	0,00%	(0,5)	0,00%	0,00%	-
YEAR 1	110,0	100,0	10,00%	108,0	108,5	100,5	8,00%	1,5	2,00%	2,00%	0,22
YEAR 2	105,0	110,0	-4,55%	106,0	106,5	108,5	-1,85%	(1,5)	-2,69%	-0,69%	-
YEAR 3	104,0	105,0	-0,95%	101,0	101,5	106,5	-4,72%	2,5	3,76%	3,07%	-
YEAR 4	110,0	104,0	5,77%	109,0	109,5	101,5	7,92%	0,5	-2,15%	0,92%	-
YEAR 5	112,0	110,0	1,82%	108,0	108,5	109,5	-0,92%	3,5	2,74%	3,66%	0,52
YEAR 6	105,0	112,0	-6,25%	108,0	108,5	108,5	0,00%	(3,5)	-6,25%	-4,59%	-
YEAR 7	110,0	105,0	4,76%	108,0	108,5	108,5	0,00%	1,5	4,76%	2,86%	0,22

Notes

* NAV basis to determinate yearly performance is the NAV at the end of previous accounting period

** Adjusted benchmark refers to that of the ICE BofA Euro Treasury Bill Index plus 50 basis points

*** Index basis to determinate yearly performance is the Index of the previous accounting period

**** Yearly performance is estimated as the nominal difference between the NAV of the accounting period and the adjusted benchmark

***** Performance based on the cumulative performance of the last 5 Years

****** Performance from year 1 to year 5 is based on the cumulative performance between launch date and last crystalisation

Calculation

A performance fee equal to 15% is applicable only if::

A) The sub-fund's performance on a y-o-y basis is superior to zero;

B) The sub-fund's performance is higher than the performance of the benchmark

C) The cumulative performance over the performance reference period is superior to zero;

Please find below the explanation of the different scenarios, included in the table above:

At year 0, the Sub-Fund is launched at 100,0 and the index is measured on a base 100,5.

At the end of the Year 1, the Sub-Fund has a performance of 10,0% and the index 8,0%, there is then an over performance of 2,0% which will be the bases of the payment.

At the end of the Year 2, the Sub-Fund has a performance of -4,55% and the index of -1,85%, the Sub-Fund is the underperforming the index, so no performance fee payment.

As there is no payment, the performance of the Year 3 will still be measured against the end of Year 1, the loss is then carried forward, meaning that the Sub-Fund need first to recover its under performance before accruing new performance fees.

At the end of the Year 3, the Sub-Fund has a performance of -0,95% (performance of the 2 last year) and the index -4,72% (performance of the 2 last year), there is then an over performance of 3,76% and a cumulative over performance of 3,07%. Even if there is an over performance, there is no payment of performance fee.

The performance of the Year 4 will be measured based on the end of Year 3.

At the end of the Year 4, the sub-fund has a performance of 5,77% and the index of 7,92%, the Sub-Fund is underperforming the index, so no performance fee payment and this even if the performance of the sub-fund is positive.

As there is no payment, the performance of the Year 4 will still be measured against the end of Year 3, the loss is then carry forward, meaning that the Sub-Fund need first to recover it's under performance before accruing new performance fees.

At the end of the Year 5, the Sub-Fund has a performance of 1,82% the index has a performance of -0,92%. In this instance, the Sub-Fund, despite its negative performance as compared to the performance of the Sub-Fund at the end of Year 4, realised an over performance against the index of 2,74% and a cumulative over performance of 3,66% which will be the bases of the payment.

As there is a payment, the performance of the Year 5 will be measured based on the end of Year 4.

At the end of the Year 6, the Sub-Fund has a performance of -6,25% and the index of 0,0%, the Sub-Fund is the underperforming the index, so no performance fee payment.

Performance from year 1 to year 5 is based on cumulative performance between the launch date and last crystallization, while the year 7 aims at showing how the over performance has been recovered before the performance becomes payable.

9. Subscription price

The Subscription Price shall be equal to the Net Asset Value per each Class of Shares of the Sub-Fund on the relevant Valuation Day increased by the sales charge.

The subscription list will be closed at 4.00 p.m. at the latest on the Business Day preceding the relevant Valuation Day.

Payment for subscriptions must be made within five (5) Business Days after the relevant Net Asset Value is calculated.

10. Redemptions

The redemption price equals the Net Asset Value per each Class of Shares on the relevant Valuation Day decreased by the exit fee, when applicable, as described in Part A of the Prospectus. The redemption list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

The redemption price shall be paid within five (5) Business Days after the relevant Net Asset Value is calculated.

11. Conversions

The Shares of the Sub-Fund may be converted into Shares of another Sub-Fund according to the procedure described in Part A of the Prospectus. No conversion fee shall be levied.

The conversion list will be closed at 4.00 p.m. on the Business Day preceding the relevant Valuation Day.

12. Reference Currency

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

13. Frequency of Calculation and Valuation Day

The Net Asset Value of the Sub-Fund will be determined, per each Class of Shares, under the full responsibility of the Board of Directors on each Business Day in Luxembourg ("**Valuation Day**").

14. Publication of the Net Asset Value

The Net Asset Value per each Class of Shares will be available at the registered office of the Company and will be published in "*Il Sole 24 Ore*".

15. Likely Impacts following the Occurrence of a Sustainability Risk

The Sub-Fund is a highly diversified portfolio. Therefore, the Delegated Investment Manager believes that the Sub-Fund will be exposed to a broad range of Sustainability Risks, which will differ from company to company. Some markets and sectors will have greater exposure to Sustainability Risks than others. For instance, the energy sector is known as a major Greenhouse Gas (GHG) producer and may be subject to greater regulatory or public pressure than other sectors and thus, greater risk. However, it is not anticipated that any single Sustainability Risk will drive a material negative financial impact on the value of the Sub-Fund.

A wide range of Sustainability Risks can affect bond borrowers' cash flows and affect their ability to meet their debt obligations. For corporate bond issuers, environmental risks include but are not limited

to; the ability of companies to mitigate and adapt to climate change, the potential for higher carbon prices, exposure to increasing water scarcity and potential for higher water prices, waste management challenges, and impact on global and local ecosystems. Social risks include, but are not limited to; product safety, supply chain management and labour standards, health and safety and human rights, employee welfare, data & privacy concerns and increasing technological regulation. Governance risks are also relevant and can include board composition and effectiveness, management incentives, management quality and alignment of management with shareholders.

DOCUMENTS AVAILABLE

Copies of the following documents may be consulted during usual business hours on any Business Day in Luxembourg at the registered office of the Company:

(i) the Articles;

(ii) the agreement with the Depositary and on services referred to under the heading "Depositary Bank and Paying Agent";

(iii) the agreement with the Delegated Investment Manager referred to under the heading "Delegated Investment Manager(s) and Investment Adviser(s)";

(iv) the agreement(s) with the Distributor(s) referred to under the heading "Distributor(s)";

(v) the agreement with the Registrar and Transfer Agent and on services referred to under the heading "Registrar and Transfer Agent";

(vi) the agreement with the Domiciliary Agent and Listing Agent and on services referred to under the heading "Domiciliary Agent and Listing Agent";

(vii) the agreement with the Administrative Agent and on services referred to under the heading "Administrative Agent";

(viii) the agreement with the Management Company referred to under the heading "Management Company"

(ix) the latest reports and accounts referred to under the heading "Meetings of, and Reports to, Shareholders"

(x) the Contingency Plan.

ADDITIONAL INFORMATION EXCLUSIVELY FOR QUALIFIED INVESTORS IN SWITZERLAND

1. Representative of the Company in Switzerland

BNP Paribas Securities Services, Paris, succursale de Zurich with registered office in Selnaustrasse 16, 8002 Zurich, Switzerland is appointed by the Company as its Representative in Switzerland.

2. Paying Agent of the Company in Switzerland

BNP Paribas Securities Services, Paris, succursale de Zurich with registered office in Selnaustrasse 16, 8002 Zurich, Switzerland is appointed by the Company as its Paying Agent in Switzerland.

3. Location where the relevant documentation of the Company may be obtained

The Company's Prospectus, Key Investor Information Documents (KIIDs), Articles as well as the annual and semi-annual financial reports can be obtained free of charge from the appointed Representative in Switzerland.

4. Payment of retrocessions and rebates

The Company, its Management Company and its agents do not pay any retrocessions to third parties as remuneration for distribution activity in respect of fund units in or from Switzerland.

In respect of distribution in or from Switzerland, the Company, its Management Company and its agents do not pay any rebates to reduce the fees or costs incurred by the investor and charged to the Company.

5. Place of performance and jurisdiction

In respect of the units offered in Switzerland, the place of performance is the registered office of the representative. The place of jurisdiction is at the registered office of the representative or at the registered office or place of residence of the investor.