OFFERING DOCUMENT

MWM III SICAV-RAIF

A public limited company (*société anonyme*) organized as an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternatif réservé*) under the laws of the Grand Duchy of Luxembourg

MWM III SICAV-RAIF is not subject to the supervision of a Luxembourg supervisory authority but qualifies as an alternative investment fund ("AIF") in accordance with the Directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers.

September 2025

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1 INTRODUCTION

This Offering Document is issued by MWM III SICAV-RAIF (the "Company"), an umbrella fund incorporated as a public limited company (société anonyme or S.A.) under the laws of Luxembourg, which is registered as an investment company with variable capital – reserved alternative investment fund (société d'investissement à capital variable – fonds d'investissement alternatif réservé) under the 2016 Law and the 1915 Law.

The Company qualifies as alternative investment fund ("AIF") in accordance with the AIFM Law.

The Company has appointed MultiConcept Fund Management S.A., a *société anonyme* incorporated under the laws of the Grand-Duchy of Luxembourg as its external Alternative Investment Fund Manager ("the AIFM"). Pursuant to the Management Agreement between the Company and the AIFM, the latter will be entrusted with at least the functions of portfolio management and risk management within the meaning of the AIFM Directive.

The Offer contained in this Offering Document is limited to Well-Informed Investors who have expressed an interest in investing in the Company following its distribution and who must be aware of the risks inherent to the investment in an undertaking for collective investment such as the Company. Pursuant to the 2016 Law, Well-Informed Investors refer to (i) an institutional investor, (ii) a professional investor within the meaning of Annex II to Directive 2014/65/EU of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU and (iii) or any other investor who has confirmed in writing that he adheres to the status of well-informed investor and who either invests a minimum of EUR 100,000 (or its equivalent in any other currency) in the Company or has obtained an assessment made by a credit institution within the meaning of Regulation (EU) No575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and amending Regulation (EU) No 648/2012, by an investment firm within the meaning Directive 2014/65/EU or by a management company within the meaning of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) or by an authorised alternative investment fund manager within the meaning of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, hereinafter "Directive 2011/61/EU", certifying his expertise, his experience and his knowledge to adequately appraise an investment in the reserved alternative investment fund.

The conditions set forth in this Article are not applicable to the directors and other persons involved in the management of the reserved alternative investment funds.

This Offering Document is being issued to certain persons to whom it is permitted to promote investment in the Company and distribute in accordance with the 2016 Law and any regulations hereunder and the distribution of this Offering Document to persons other than those thereby permitted is forbidden. The recipients of this Offering Document may not forward or distribute copies of it to any other person.

Prospective investors in the Company must only rely on their own examination of the legal, taxation, financial and other consequences of any investment in the Company, including the risks involved. Prospective investors should not treat the contents of this Offering Document as advice relating to legal, taxation, or investment matters described herein and are advised to consult their own professional advisors. This Offering Document does not purport to be all-inclusive or necessarily to contain all the information that an investor may desire in investigating the Company or necessary to make an informed investment decision regarding the Offer.

The Company draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company (notably the right to participate in General Meetings) if the investor is registered himself and in his own name in the Register. 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.

The Company has taken reasonable care to ensure that the information stated in this Offering Document is true and accurate. Neither the Company, the Board, nor any member, partner, manager, employee, counsel, officer, representative, agent or affiliate of any of them, makes any express or implied representation or warranty as to the accuracy or completeness of the information contained in this Offering Document or made available in connection with any further investigation of the terms of the Offer. No person has been authorized to make any representation or to give any information other than the representations and information included in this document and, if made or given, any such other representations or information may not be relied upon as having been made or given by or on behalf of the Company, the Board, or any other person. Neither the delivery of this Offering Document nor the Offer shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Company since the date of this Offering Document or that any information contained herein is correct at any time subsequent to the date hereof. In particular, investors should note that the information contained in this Offering Document may be amended from time to time.

All questions regarding the Company should be directed to the Board or the AIFM.

This Offering Document is submitted to the recipient on a confidential basis. By accepting this Offering Document and other information supplied to prospective investors by the Company, the recipient agrees that neither it nor any of its members, partners, directors, employees or advisors shall use the information for any purpose other than for evaluating its proposed investment in the Company nor shall they divulge such information to any other party. This Offering Document shall not be photocopied, reproduced or distributed to others without the prior written consent of the Board. If the recipient decides not to purchase any of the Shares in connection with the Offer, it will promptly return all material received in connection herewith (including this Offering Document) to the Board without retaining any copies.

THIS OFFERING DOCUMENT DOES NOT CONSTITUTE AN OFFER OF, OR THE SOLICITATION OF AN OFFER TO ACQUIRE, SHARES TO ANY PERSON IN ANY JURISDICTION TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. THE DISTRIBUTION OF THIS DOCUMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND THEREFORE PERSONS INTO WHOSE POSSESSION IT COMES SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS. ANY FAILURE TO COMPLY WITH THESE RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

No Shares may be acquired or held by, on behalf or for the account or benefit of Restricted Persons. In particular, the Board of Directors has decided that US Persons would be considered as Prohibited Persons. The Shares have not been, and will not be, registered under the United States Securities Act of 1933, as amended (“1933 Act”) and any of the securities laws of any of the states of the United States of America. The Company has net been and will not be registered under the United States Investment Company Act of 1940, as amended, nor under any other US federal laws. Therefore, Company represents and warrants that its Shares in the Sub-Funds described in this Offering Document may will not be offered or, sold or delivered to US Persons. Shares may inter alia not be offered directly or indirectly in the United States of America (including its territories and possessions) to nationals or residents thereof or to persons normally resident therein, or to any partnership or persons connected thereto unless except pursuant to any applicable statute, rule, or an exemption from the registration requirements of the 1933 Act. Available under United States law.

Further, the Board of Directors has decided that the Shares shall not be offered or sold, directly or indirectly, to any ultimate beneficial owner that constitutes a U.S. Person. As such, the Shares may not be directly or indirectly offered or sold to or for the benefit of a "U.S. Person”, which shall be defined as and include (i) a “United States person" as de-scribed in section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (ii) a “U.S. person” as such term is defined in Regulation S of the Securities Act of 1933, as amended, (iii) a person that is “in the United States” as defined in Rule 202(a)(30)-1 under the U.S. Investment Advisers Act of 1940, as amended, or (iv) a per-son that does not qualify as a “Non-United States Person” as such term is defined in U.S. Commodities Futures Trading Commission Rule 4.7.All applicable laws and regulations must be observed in any jurisdiction in which Shares may be offered or sold in accordance with either (i) the provisions of AIFM Directive or (ii) any specific local laws and regulations, where applicable. No person may directly or indirectly offer, sell, reoffer, resell or transfer Shares or distribute this Offering Document or any related document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge or belief, in compliance with all applicable laws and regulations.

Investors will be individually approached from time to time. This document is personal to each recipient thereof and does not constitute an offer to any other person. This document may only be used by the persons to whom it has been delivered in connection with the offering and may neither directly nor indirectly be distributed nor made available to other persons without the express consent of the Company.

Generally, investment values can go down as well as up. Past performance is not indicative of future returns which may or may not be the same or similar as past performance (see section "Investment Risks").

Terms in capital letters and abbreviations used in this Offering Document have defined meanings, which are explained in the glossary at the end of this Offering Document. The financial amounts in this Offering Document are expressed in Euro unless otherwise stated.

This Offering Document should be read in conjunction with, and is subject to, the detailed terms of the Articles of Association of the Company.

This Offering Document is subject to changes concerning the addition or removal of Sub-Funds as well as other modifications. Therefore, it is advisable for subscribers to ask for the most recent issue of the Offering Document.

The text of the Articles of Association, the Subscription Agreement and the latest annual report are available for inspection by Shareholders at the registered office of the Company and the Central Administrator respectively. Such documents will be sent free of charge to any investor upon request.

By accepting this Offering Document, the recipient hereof agrees to be bound by this Offering Document, the Articles of Association and the Subscription Agreement.

If you are in any doubt about the contents of this Offering Document or the suitability of an investment in the Shares, you should consult your stockbroker, solicitor, accountant or other professional advisor.

For more information or to obtain a copy of the Offering Document and the latest annual report, please contact:

MWM III SICAV-RAIF
5, rue Jean Monnet
L-2180 Luxembourg
Grand-duchy of Luxembourg

To obtain subscription and redemption forms and/or to place orders for subscription, redemption, and transfer of Shares on behalf of the Company, please contact:

UBS Fund Administration Services Luxembourg S.A.
5, rue Jean Monnet
L-2180 Luxembourg
Grand-Duchy of Luxembourg

2 DIRECTORY

Principal and registered office
5, rue Jean Monnet
L-2180 Luxembourg
Grand-duchy of Luxembourg

Board of Directors
Helene Kornerup
Daniel Deprez
Laurent Pichonnier

Alternative Investment Fund Manager
MultiConcept Fund Management S.A.
5, rue Jean Monnet
L-2180 Luxembourg
Grand-duchy of Luxembourg

Board of Directors of the Alternative Investment Fund Manager
Yves Schepperle
Arnold Spruit
Annemarie Arens
Marcus Ulm

Investment Managers
Midas Wealth Management S.A.
26a, Boulevard Royal
L-2449 Luxembourg
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Copernicus Wealth Management S.A.
Via al Forte 1
CH-6900 Lugano
Switzerland

Depositary Bank and Paying Agent
UBS Europe SE Luxembourg Branch
33A, Avenue J.F. Kennedy
L-1855 Luxembourg
Grand-Duchy of Luxembourg

Central Administrator and Domiciliation Agent
UBS Fund Administration Services Luxembourg S.A.
5, rue Jean Monnet
L-2180 Luxembourg
Grand-duchy of Luxembourg

Auditor
PWC, Société Coopérative
2, rue Gerhard Mercator
L-2182 Luxembourg
Grand-Duchy of Luxembourg

3 GLOSSARY

Alternative Investment Fund Manager or AIFM	MultiConcept Fund Management S.A. or any successor thereof
Management Agreement	the agreement between the AIFM and the Company as amended, supplemented or otherwise modified from time to time;
AIFM Directive	Directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010
AIFM Regulation	Commission delegated Regulation (EU) No 231/2013 of December 19, 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision
AIFM Law	refers to the law of July 12, 2013 on Alternative Investment Fund Managers transposing in Luxembourg the Directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010;
Appendix	refers to specific information in relation to each Sub-Fund of the Company as detailed in each appendix to this Offering Document;
Articles of Association	the articles of association regulating the Company, as amended, supplemented or otherwise modified from time to time including any subsequent articles of association regulating the Company;
Auditor	PWC, Société Coopérative, as the current auditor of the Company or any other or successor auditor to it appointed by the general meeting of the Shareholders;
Board of Directors or Board	The board of directors of the Company;
Business Day	a full day on which banks and other financial institutions are open for business (other than Saturdays, Sundays and public holidays) in Luxembourg;
Central Administrator	UBS Fund Administration Services Luxembourg S.A. or any successor thereof;
Central Administration Agreement	the agreement between the AIFM, the Company and the Central Administrator as amended, supplemented or otherwise modified from time to time;
Central Administration Fee	the Central Administrator is entitled to receive out of the assets of the Company a Central Administration Fee at an annual rate in consideration for its services;

Class of Shares	each of the classes of shares issued by the Company;
Company	MWM III SICAV-RAIF;
Data Subject	any natural person who is the subject of data processing of a personal nature;
Depositary Bank or Depositary Bank and Paying Agent or Depositary	UBS Europe SE Luxembourg Branch or any successor thereof;
Depositary Agreement	the depositary agreement between the Company and the Depositary Bank as amended, supplemented or otherwise modified from time to time;
Distribution	any distribution of dividends, proceeds of redemption or amortisation of the Shares, any allocation of liquidation proceeds, or any other distribution by the Company to holders of Shares;
EU	the European Union;
Euro or **EUR**	the currency of the member states of the EU that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome 1957) as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992);
General Meeting	the general meeting of Shareholders of the Company;
Law	refers to any applicable law(s) of the Grand Duchy of Luxembourg;
Net Asset Value	the net asset value of the Company, a Sub-Fund or a Class of Shares (depending on the context) calculated as explained in section "Net Asset Value" of this Offering Document;
Offer	the offer by the Company of the Shares for subscription as described in this Offering Document;
Offering Document	this offering document, including any supplement thereto, as amended or restated from time to time;
Processors	a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller;
Register	the Shareholder register of the Company as maintained by the Central Administrator;
Regulated Market	refers to a market in the sense of Directive 2004/39/EC and subsequent replacing Directive;
Restricted Person	refers to a qualification of an individual or legal entity whose ownership of Shares has been restricted by the Board of Directors in accordance with section "Ownership restrictions" of this Offering Document;

SFT	“Securities Financing Transaction or SFT” means (i) a repurchase transaction; (ii) securities lending and securities borrowing; (iii) a buy-sell back transaction or sell-buy back transaction; (iv) a margin lending transaction as defined under the Securities Financing Transaction 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.
Share(s)	participation(s) in the Company which may be issued in different classes by the Company;
Share Currency	refers to the currency of a Class of Shares, which may be different to the Sub-Fund Currency;
Shareholder	a holder of Shares issued by the Company;
Sub-Fund	refers to each separate investment portfolio within the Company, as enumerated in each Appendix to this Offering Document, each with its own Class(es) of Shares;
Sub-Fund Currency	refers to the currency that the assets of a Sub-Fund are valued in and which may differ from the Share Currency;
Subscription Agreement	an agreement entered into between each investor and the Company pursuant to which prospective investors may subscribe for Shares in the Company;
US Person	(i) a “United States person" as described in section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), (ii) a “U.S. person” as such term is defined in Regulation S of the Securities Act of 1933, as amended, (iii) a person that is “in the United States” as de-fined in Rule 202(a)(30)-1 under the U.S. Investment Advisers Act of 1940, as amended, or (iv) a person that does not qualify as a “Non-United States Person” as such term is defined in U.S. Commodities Futures Trading Commission Rule 4.7.
Valuation Date	refers to the date of determination of the Net Asset Value and each day at which the Net Asset Value will be determined;
Well-Informed Investors or Investors	refers to well-informed investors as defined in article 2 of the 2016 Law, as amended from time to time;
1915 Law	refers to the law relating to commercial companies dated August 10, 1915 as amended from time to time;
2010 Law	refers to the law relating to undertakings for collective investment dated December 17, 2010 as amended from time to time;
2007 Law	refers to the law concerning specialised investment funds dated February 13, 2007 as amended from time to time;
2016 Law	refers to the law concerning reserved alternative investment funds dated July 23, 2016 as amended from time to time.

4 OVERVIEW OF THE COMPANY

4.1 Status and regulation

MWM III SICAV-RAIF (the Company) is an investment company under Luxembourg law in the legal form of a Public Limited Company (*société anonyme*) having the status of investment company with variable capital – reserved alternative investment fund (société d'investissement à capital variable - fonds d'investissement alternatif réservé) in accordance with the 2016 Law.

The Company is registered with the Luxembourg Commercial Register (*Registre de Commerce et des Sociétés*) under number B 215409. The Articles of Association were published in the RESA (*Recueil Electronique des Sociétés et Associations*) on June, 13, 2017.

The Company's reference currency is the EUR.

The following description of the Company does not purport to be complete and is subject to and qualified by its Articles of Association, the 1915 Law and the 2016 Law.

4.2 The Sub-Funds

The Company is a multi-compartment structure consisting of several Sub-Funds, each one representing a specific portfolio of assets and liabilities. There is no cross liability between Sub-Funds.

The Sub-Funds may be distinguished mainly by their investment objectives and policies, minimum investment per investor, fee structure, Sub-Fund Currency and any other characteristics that the Board may decide from time to time. The specifications of each Sub-Fund are described within the relevant Appendix. The Board may, in its discretion, at any time, decide to create additional Sub-Funds or to close an existing Sub-Fund and in such cases, this Offering Document will be updated accordingly.

The Company retains the right to offer at its discretion certain Sub-Funds for purchase by specific investors.

Information on the availability and specific features of each Sub-Fund are described within the relevant Appendix.

4.3 The Classes

Subject to the Articles of Association of the Company, the Board may, at its sole discretion, decide to issue, within each Sub-Fund, separate Classes, which may carry different rights and obligations, inter alia with regard to voting rights, rights to Distributions, their fee structure, their minimum initial subscription and holding amounts, their redemption rights or their target investors. Information on the availability and specific features of the Classes within each Sub-Fund are described within the relevant Appendix. A Class is expressed in its Share Currency as set out within the relevant Appendix. The Company retains the right to offer at its discretion only one or more Classes for purchase by specific investors.

Subject to the Articles of Association of the Company, the Board may also decide to create at any time additional Classes or to close an existing Class and in such case the relevant Appendix will be updated.

Shares of each Class will be issued with no par value in registered form only. There will be no issue of certificates for Shares.

Unless otherwise provided for in the relevant Appendix, only fully paid up Shares will be issued.

All registered Shares issued by the Company shall be registered in the Register of the Company which shall be kept by the Central Administrator. The registration of the Registered Shareholder's name in the Register evidences the Registered Shareholder's ownership of the Shares. Each Registered Shareholder will receive written confirmation of its shareholding in the Company.

Fractions of Shares may be issued, up to three decimal places.

Each whole Share or fraction of a Share is entitled to participate within the relevant Class, in the profits of and Distributions by, the relevant Sub-Fund and Company and in its assets on liquidation or closure relating to the Sub-Fund or Class. In other respects, all Shares have the same economic rights and privileges, except as defined in the section "Fees and Costs" and as provided for within each Sub-Fund in the relevant Appendix.

Each whole Share is entitled to one vote at all General Meetings and one vote relating to matters concerning a particular Sub-Fund or Class, being understood that the Company may within each Sub-Fund issue non-voting shares in compliance with the Luxembourg law and the Articles of Association as indicated in the relevant Appendix. Details on the characteristics and rights attached to each Class are included in the Appendix of each Sub-Fund. Fractions of Shares will not entitle the holder to vote.

Shares are transferable in accordance with the section "Transfer of Shares".

4.4 The Capital of the Company

The Company's capital corresponds at all times to the aggregate Net Asset Value of the different Sub-Funds which is represented by the aggregate of the Classes. For the purpose of determining the capital of the Company, the net assets attributable to each Sub-Fund, if not expressed in Euro, will be converted into Euro at the then prevailing exchange rate in Luxembourg.

The minimum subscribed capital of the Company is Euro 1,250,000. - (one million two hundred and fifty thousand Euro).

4.5 Late Trading market timing and other prohibited practices

The Company does not permit late trading practices as such practices may adversely affect the interests of Shareholders. In general, late trading is to be understood as the acceptance of a subscription, redemption or conversion order for Shares after the Cut-Off Time for a Subscription Day, Redemption Day or Conversion Day and the execution of such order at a price based on the Net Asset Value applicable to such same day. However, as mentioned above, the Company may accept subscription, conversion or redemption requests received after the Cut-Off Time, in circumstances where the subscription, redemption or conversion requests are dealt with on an unknown Net Asset Value basis, provided that it is in the interest of the Sub-Fund and that Shareholders are fairly treated.
Subscriptions and conversions of Shares should be made for investment purposes only. The Company does not permit market timing or other excessive trading practices. Market timing is to be understood as an arbitrage method by which a Shareholder systematically subscribes and redeems or converts Shares of the same Sub-Fund or Share Class 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. Excessive, short-term (market timing) trading practices may disrupt portfolio management strategies and harm Sub-Fund performance. To minimise harm to the Company and other Shareholders, the Company has the right to reject any subscription or conversion order, or levy in addition to any Subscription Fee, Redemption Fee or Conversion Fee which may be charged according to the Supplement, a fee of up to two percent (2%) of the value of the order for the benefit of the Sub-Fund or Share Class, from any Shareholder who is engaging or is suspected of engaging in excessive trading, or has a history of excessive trading, or if an Shareholder's trading, in the opinion of the Board of Directors, has been or may be disruptive to the Company. In making this judgment, the Board of Directors may consider trading done in multiple accounts under common ownership or control.
The Company also has the power to compulsorily redeem all Shares held by, on behalf or for the account or benefit of, a Shareholder who is or has been engaged in, or is suspected of being engaged in, late trading, market

timing or other excessive trading, in accordance with the procedure set out in this Prospectus. The Board of Directors considers such persons as Prohibited Persons.
The Company will not be held liable for any loss resulting from rejected orders or compulsory redemptions.

4.6 Investments by Well-Informed-Investors

The Company (and the Central Administrator acting on behalf of the Company) reserves the right to request the necessary information to verify the identity of a prospective investor and its status in respect of the qualification as a Well-Informed Investor. In the event of delay or failure by the prospective investor to provide the aforementioned necessary information, the Company (and the Central Administrator acting on behalf of the Company) may refuse to accept the subscription application.

Shares are exclusively reserved for Well-Informed Investors. The Company will not issue, or give effect to any transfer of shares as specified in section “Transfer of Shares” to any prospective investor who is not a Well-Informed Investor. In addition, the Company may, according to section “Redemptions of Shares at the initiative of the Board”, compulsory redeem Shares held or acquired by a Shareholder that does not qualify as a Well-Informed Investor as defined in the section “Important Information” of this Offering Document and the 2016 Law.

4.7 Prohibited Persons

The Articles of Association give powers to the Board of Directors to restrict or prevent the legal or beneficial ownership of Shares by any Prohibited Person or prohibit certain practices such as late trading and market timing.
Furthermore, the Board of Directors has decided that any person who is or has been engaged in, or is suspected of being engaged in, late trading, market timing or other excessive trading, directly or indirectly, as described in section 1.5 (Late trading, market timing and other prohibited practices) above, will be considered as a Prohibited Person.
The Company may decline to issue any Shares and to accept any transfer, assignment or sale of Shares, where it appears that such issue, transfer, assignment or sale would or might result in Shares being acquired or held by, on behalf or for the account or benefit of, Prohibited Persons. The Company may require at any time any Shareholders or prospective Shareholders to provide the Fund with any information, together with supporting documentation, which the Company may consider necessary for the purpose of determining whether the issue, transfer, assignment or sale would result in Shares being held by, on behalf or for the account or benefit of, a Prohibited Person.
The Company may, at its discretion and without liability, compulsorily redeem all Shares held by (either alone or in conjunction with any other person), on behalf or for the ac-count or benefit of, Prohibited Persons. In such cases, the Company will notify the Share-holders of the reasons which justify the compulsory redemption of Shares, the number of Shares to be redeemed and the indicative Redemption Day on which the compulsory redemption will occur. The Redemption Price shall be determined in accordance with section 4 (Redemption of Shares) below.
The Company may also grant a grace period to the Shareholders for remedying the situation causing the compulsory redemption, for instance by transferring the Shares to one or more Shareholders who are not Prohibited Persons and do not act on behalf or for the account or benefit of, Prohibited Persons, and/or propose to convert the Shares held by any Shareholders who fails to comply with the Shareholders eligibility requirements for a Shares Class into Shares of another Share Class available for such Shareholders.
The Company reserves the right to require the Shareholders to indemnify the Company against any losses, costs or expenses arising as a result of any Shares being held by, on behalf or for the account or benefit of, a Prohibited Person. The Company may pay such losses, costs or expenses out of the proceeds of any compulsory redemption described above and/or redeem all or part of the Shareholder’s other Shares, if any, in order to pay for such losses, costs or expenses.

5 INVESTMENT OBJECTIVES AND INVESTMENT RESTRICTIONS

5.1 General investment objectives

The objective of the Company is to spread the investment risks and to ensure for the Shareholders the benefit of the results of the management of its assets and to seek to achieve the objectives of each Sub-Fund as described within the relevant Appendix.

Each Sub-Fund will invest in a diversified portfolio of assets in accordance with the objectives of the Sub-Fund as set out within the relevant Appendix and subject to the investment restrictions described in the following section "Investment restrictions"

Each Sub-Fund will not follow a dedicated ESG[1] investment strategy and sustainability is neither the objective, nor a mandatory part of the investment process of the Sub-Funds. In particular, the underlying investments of the Sub-Funds do not take into account the EU criteria for environmentally sustainable economic activities.

The AIFM delegates the portfolio management function of this Fund and as such does not consider directly at its level principal adverse impacts of investment decisions on sustainability factors (PASI) according to Art. 4 SFDR

5.2 Investment restrictions

The Company will be subject to the investment restrictions set out in the relevant Appendix for each Sub-Fund.

In compliance with the provisions of the 2016 Law, the investment strategy of each Sub-Fund will be based on the principle of risk diversification as further described in the relevant Appendix for that Sub-Fund.

Unless otherwise indicated:

a) Each Sub-Fund shall not invest more than 30% of its committed capital or net assets, respectively, in securities of the same type issued by the same issuer.

b) The counterparty risk in any OTC transaction entered into by a Sub-Fund will be limited to 30% of the committed capital or net assets, respectively, of the relevant Sub-Fund.

c) Each Sub-Fund may hold up to 100% of its committed capital or net assets, respectively, in cash and other liquid assets, provided that no more than 30% of its committed capital or net assets, respectively are held by the same entity.

Unless otherwise indicated in Chapter 21 for each Sub-Fund specifically, the risk spreading rules and/or investment restrictions set out above and in Chapter 21 need not be complied with during the first six months following official authorization of a Sub-Fund in Luxembourg.

If the limits set out above and in Chapter 21 are exceeded for reason beyond the control of the Company or as a result of the exercise of subscription rights, the Company shall as a matter of priority remedy that situation, taking due account of the interests of its Shareholders. The Company is entitled to issue further investment restrictions at any time, in the interests of the Shareholders, if such restrictions are necessary to comply with the legislation and regulations in those countries in which Shares are or will be offered for sale.

The strategies and instruments used by individual Sub-Fund may be speculative and entail substantial risks. There can be no assurance that the investment objectives of the relevant Sub-Fund will be attained.

[1] Environmental, Social, and Governance

5.3 Master-feeder structures

The Company may, to the widest extent permitted by the Luxembourg laws and regulations (i) create any Sub-Fund qualifying either as a "feeder fund" (a "Feeder Fund") or as a "master fund" (a"Master Fund"), (ii) convert any existing Sub-Fund into a Feeder Fund, or (iii) change the Master Fund of any of its Feeder Fund.

(a) a Feeder Fund shall invest at least 85% of its assets in the units/shares of another Master Fund
(b) a Feeder Fund may hold up to 15% of its assets in ancillary liquid assets
(c) a Master Fund may not invest in a Feeder Fund

Financial derivatives instrument may exclusively be used by a Feeder Fund for hedging purposes but will calculate its global exposure related to financial derivative instruments by combining its own direct exposure with (i) either the Master Fund actual exposure to financial instruments in proportion to the Feeder Fund investment into the Master Fund or (ii) the Master Fund potential maximum global exposure to financial derivative instruments provided for in the Master prospectus or instruments of incorporation in proportion to the Feeder investment into the Master.

Similarly, if a new Sub-Fund is created, while ensuring compliance with the principle of risk-spreading, the limits set forth do not have to be complied with the newly launched Sub-Fund for a period of six months after the date of its launch. If these limits are exceeded for a reasons beyond the control of the Company or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking into consideration the interests of its Shareholders.

6 THE OFFER

Applications may be made on the subscription form addressed to the registered office of the Central Administrator or to any intermediary situated in a country where the Company is marketed specifying the number of Shares or amount subscribed for, the name of the Sub-Fund and Class, the manner of payment and the personal details of the subscriber.

6.1 Subscriptions of Shares

Shares may be issued on each Valuation Date, unless otherwise indicated in the relevant Sub-Fund Appendix.

Any subscription commission will be indicated in the relevant Appendix for each Sub-Fund.

Subscriptions received by the Central Administrator before the cut-off time indicated in the relevant Appendix for each Sub-Fund will be dealt with on the basis of the relevant Net Asset Value established on the relevant Valuation Date. Subscriptions received after the cut-off indicated in the relevant Appendix for each Sub-Fund will be dealt with on the basis of the Net Asset Value of the next Valuation Date. The investor will bear any taxes or other expenses attaching to the application.

Payments for subscriptions must have been received by the Company within the time period indicated in the relevant Appendix for each Sub-Fund. The allotment of Shares is conditional upon payment and if timely payment has not been received within the settlement period, the subscription may lapse and be cancelled at the cost of the investor or the investor's financial intermediary. Failure to make payment on the agreed payment date may result in the bringing of an action against the defaulting investor or the investor's financial intermediary or deducting any costs or losses incurred by the Fund or its agents against any existing holding of the investor in the Company.

Payments should be made by bank transfer and shall preferably be made in the relevant Share Currency. If payment is not received in full, the relevant allotment of Shares may be reduced accordingly. If payment is made in another currency than the Share Currency, the Fund will enter into an exchange transaction at market conditions and this exchange transaction could lead to a postponement of the allotment of Shares. The Shareholder will bear the risk and any expenses attaching to such an exchange transaction.

Payments made by the investor by cheque are not accepted.

The Board of Directors may agree to issue Shares as consideration for a contribution in kind of securities to any Shareholder who agrees to comply with any conditions set forth by the Board of Directors from time to time including, but not limited to, the obligation to deliver a valuation report from the Auditor of the Company which shall be available for inspection, and provided that such securities comply with the investment restrictions and policies of the relevant Sub-Fund. Any costs incurred in connection with a contribution in kind of securities, including the Auditor's costs for preparing any valuation report required, shall be borne by the Shareholder making such contribution.

The Board of Directors reserves the right to accept or refuse any application of subscription for Shares in whole or in part, in which case a notice of rejection will be sent to the applicant and the subscription amount re-transferred to the applicant's bank account with no interest, less applicable expenses of the Central Administrator, if any, within 10 (ten) Business Days as from the sending of the notice of rejection.

The Central Administrator is entitled to refuse any subscription, transfer or conversion application in whole or in part for any reason, and may in particular prohibit or limit the sale, transfer or conversion of Shares to individuals or corporate bodies in certain countries if such transaction might be detrimental to the Company or result in the Shares being held directly or indirectly by a Prohibited Person (included but not limited to any U.S. Person) or if such subscription, transfer or conversion in the relevant country is in contravention of the local applicable laws. The subscription, transfer or conversion for Shares and any future transactions shall not be processed until the information required by the Central Administrator, included but not limited to know your customer and anti-money laundering checks, is received.

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

6.2 Minimum Initial Subscription and Holding

Investors may have to invest at least a minimum initial subscription amount as defined in the relevant Appendix for each Sub-Fund, in any currency accepted by any Sub-Fund or Class as described in the relevant Appendix.

The Board of Directors may in addition require a minimum holding amount based on the net asset value of the Shares in each Sub-Fund or Class of Shares. If, as a result of redemptions, the value of a Shareholder's holding in a Class would become less than the relevant minimum holding amount, then the Company may elect to compulsory redeem the entire holding of such Shareholder in the relevant Class. It is expected that such redemptions will not be implemented if the value of the Shareholder's Shares falls below the minimum investment limits solely as a result of market conditions. 30 (thirty) calendar days prior written notice will be given to Shareholders whose Shares are being redeemed to allow them to purchase sufficient additional Shares so as to avoid such compulsory redemption.

The Board of Directors may in its discretion modify or waive the minimum subscription and / or holding amount or accept smaller subscription amount, provided that the requirements as regards Well-Informed Investors under the 2016 Law are complied with.

7 REDEMPTION OF SHARES

7.1 Redemption rights of Shareholders

For the time being, the Company contains the Sub-Funds and related Shares as specified in the relevant Appendix for each Sub-Fund.

If so indicated in the relevant Appendix for each Sub-Fund, Shareholders have the right to request the Sub-Fund to redeem their Shares on each relevant Valuation Date. In this case, Shares will be redeemed at the respective

Net Asset Value(s) per Shares of each Class and any redemption commission will be indicated in the relevant Appendix.

Subject to specific provisions in the relevant Appendix for each Sub-Fund, Shareholders wishing to have all or any of their Shares redeemed, should deliver, if applicable through any intermediary, to the registered office of the Central Administrator before the relevant cut-off time indicated in the relevant Appendix, the written request for redemption in the prescribed form. Redemptions received before that cut-off time will be dealt with on the basis of the relevant Net Asset Value(s) established on the relevant Valuation Date(s). Redemption requests received after that cut-off time will not be considered. In all cases, the decision to redeem Shares shall be irrevocable, except under exceptional circumstances and subject to the prior approval of the Board of Directors and of the concerned Shareholder.

The payment of the redemption price may be made in cash or consideration in kind at the Board of Directors' request, subject however to the prior approval of the concerned Shareholders. The allotment of the Sub-Fund's assets in respect of redemption for consideration in kind shall be fair and not detrimental to the interests of the other Shareholders of the Sub-Fund. Any redemption for consideration in kind shall be subject to the confirmation by an auditor's special report of the valuation of the Sub-Fund and of the Sub-Fund's assets to be allocated, the costs of which shall be borne by the Sub-Fund.

All redeemed Shares or fractions thereof shall be automatically cancelled.

If, following redemption requests, it is necessary on a given Valuation Date to redeem more than 10% of the shares of any given Sub-Fund, the Board of Directors may decide that part or all of redemptions within that Sub-Fund be deferred until the next Valuation Date, as better described in the relevant Appendix. When the Net Asset Value is next calculated for the next redemption requests, redemption applications that have been deferred will have priority over redemption applications received for that particular Valuation Date.

7.2 Redemptions of Shares at the initiative of the Board

Shares may be redeemed at the initiative of the Board in accordance with, and in the circumstances set out in the Articles of Association as well as in the relevant Appendix.

The Board may decide to compulsorily redeem the Shares wholly or in part in particular in the following circumstances:

a) the Shares are held by Shareholders not authorized to buy or own shares in the Company, i.e:
   (i) a shareholder that no longer qualifies as «Well-Informed Investor» as defined in the 2016 Law, or
   (ii) a shareholder that qualifies as a U.S. Person;
b) in the event that a Shareholder is declared bankrupt, enters into an arrangement for the benefit of its creditors or goes into liquidation;
c) in case of liquidation or merger of Sub-Funds or Classes of Shares;
d) in order to distribute the proceeds of realization of investments;
e) in all other circumstances as the Board may deem appropriate in accordance with the terms and conditions set out in this Offering Document.

Redemption prices shall be calculated according to the principles laid down in this Offering Document. The Board may impose any penalty it deems fair and appropriate.

The payment of the redemption price shall be made at the discretion of the Board in cash or, with the prior approval of the concerned Shareholders, consideration in kind. The allotment of the Company's assets in respect of a redemption for consideration in kind shall be fair and not detrimental to the interests of the other Shareholders of the Company. Any redemption for consideration in kind shall be subject to the confirmation by an auditor's special report of the valuation of the Company and of the Company's assets to be allocated, the costs of which shall be borne by the Company.

All redeemed Shares or fractions thereof shall be automatically cancelled.

8 OWNERSHIP RESTRICTIONS

Shareholders are not allowed to convert Shares of a Class into Shares of another Class of the same Sub-Fund without the prior written consent of the Board. No such conversion is possible if the redemption terms of the concerned Classes of Shares are different.

Shareholders are not allowed to convert Shares of a Sub-Fund into Shares of another Sub-Fund without the prior written consent of the Board.

The Board may in its discretion and without indicating any reason decline to approve such conversions.

No conversion fee will be charged.

The Board may determine and restrict or prevent the ownership of Shares by any individual or legal entity and qualify the same as restricted person (the “Restricted Person”) if:

a) in the opinion of the Board such holding may be detrimental to the Company; and/or
b) it may result (either individually or in conjunction with other Shareholders in the same circumstances) in:
    i. the Company or a Sub-Fund incurring any liability for any taxation whenever created or imposed and whether in Luxembourg, or elsewhere or suffering pecuniary disadvantages which the same might not otherwise incur or suffer; and/or
    ii. the Company or a Sub-Fund being required to register its Shares under the law of any jurisdiction other than Luxembourg (i.e. in case of US Persons); and/or
c) it may result in a breach of Luxembourg or any other laws or regulations (including anti-money laundering and terrorism financing laws and regulations) applicable to the relevant individual or legal entity itself, the Company or any Sub-Fund; and/or
d) any individual or legal entity does not qualify as Well-Informed Investor, and/or
e) any individual or legal entity qualifies as a U.S. Person

9 TRANSFER OF SHARES

Unless otherwise provided for in the relevant Appendix, a Shareholder may transfer Shares to the existing Shareholders or to any third party subject to the prior written approval of the Board, and the Board may in its discretion and without indicating any reason decline to approve or register such transfer. No transfer of all or any part of any investor’s Shares in any Sub-Fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), shall be valid or effective if:

a) the transfer would result in a violation of any law or regulation of Luxembourg, the US or any other jurisdiction (including, without limitation, the US Securities Act, any securities laws of the individual states of the United States) or subject the Company or any Sub-Fund to any other adverse tax, legal or regulatory consequences as determined by the Company;
b) the transfer would result in a violation of any term or condition of the Articles of Association.

It shall be a condition of any transfer that:

a) the transferee represents in a form acceptable to the Company that such transferee is a Well-Informed Investor within the meaning of the 2016 Law, and that the proposed transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it; and/ or
b) the transferee undertakes to fully and completely assume all outstanding obligations of the transferor towards the Company under the transferor’s Subscription Agreement setting out the terms of the participation of the transferor in the Company; and/ or
c) the transferee is not a Restricted Person as defined above, and/or

d) the transferee is not a U.S. Person

Additional restrictions on the transfer of Shares may be set out within the relevant Appendix.

10 DISTRIBUTION POLICY

The Company may distribute available cash or liquid assets (net of all fees, costs and other expenses) arising from the receipt of income from the investments or proceeds from the disposal of investments in accordance with the distribution policy of each Sub-Fund detailed in the relevant Appendix.

Distributions may be made in the form of dividends, amortization of Shares or reimbursement of Shares at the discretion of the Company.

Distributions will be in principle made in cash. Subject to the approval of the Shareholders, distributions may also be made in kind. Distributions in kind may include all type of assets of the relevant Sub-Fund, the value of which is determined by the Board, supported by a valuation report from the Auditor.

11 MONEY LAUNDERING PREVENTION

Pursuant to legislation in force in the Grand Duchy of Luxembourg relating to the prevention of money laundering and the financing of terrorism, all opening account subscription requests must include the customer's identity on the basis of documents, data or information obtained from a reliable and independent source. Subscriptions requests must include a certified copy (from one of the following authorities: embassy, consulate, notary, police etc.) of (i) the subscriber's identity card, in the case of natural persons or (ii) the Articles of Association (or Company bylaws) as well as an extract from the Trade Register for companies, in the following cases:

1. Direct subscription;
2. Subscription via a professional in the financial sector that is not domiciled in a country that has the same legal obligation to identify funds as the obligation imposed in Luxembourg in connection with the prevention of money laundering by financial entities;
3. Subscription through a branch or a subsidiary, the parent company of which would be subject to an identification procedure equivalent to the one required in Luxembourg, but where the law applicable to the parent company does not force branches or subsidiaries to apply these measures.

Furthermore, the AIFM is legally responsible for identifying the origin of the funds transferred from banks that are not subject to an obligation identical with the one required under the Laws of Luxembourg.

Subscriptions may be temporarily suspended until the funds in question have been properly identified. The AIFM has adopted a risk-based approach which focuses on real risks both during the customer identification process and the monitoring of transactions while at the same time taking into account the particularities of their respective activities and their differences in scale and size (the "risk-based approach").

It is generally accepted that professionals in the financial sector who are resident in countries that abide by the FATF conventions (Financial Action Task Force on Money Laundering) are considered as subject to an identification procedure equivalent to the one required under Luxembourg law.

The Central Administrator, acting on behalf of the Company, may require additional documentation at any time relative to a subscription request.

If a subscriber has any query concerning the current money laundering legislation, the Registrar and Transfer Agent will provide him with a list of key points concerning money laundering. Any failure to comply with this request for additional documentation shall result in suspension of the subscription procedure.

The same shall apply if such documentation has been requested but not been provided as part of redemption transactions.

Depending on the circumstances of each application, a simplified customer due diligence might be applicable, where a subscriber is a credit institution or financial institution governed by the 2004 Law or a credit or financial institution, within the meaning of Directive 2005/60/EC, of another EU/EEA Member State or situated in a third country which imposes requirements equivalent to those laid down in the 2004 Law or in Directive 2005/60/EC and is supervised for compliance with those requirements. These procedures will only apply if the credit or financial institution referred to above is located within a country recognised by the AIFM as having equivalent anti-money laundering regulations to the 2004 Law.

12 NET ASSET VALUE

The Net Asset Value of each Sub-Fund or Class of Shares of the Company shall be determined by the Central Administrator under the supervision of the Board and of the AIFM as indicated within the relevant Appendix.

In addition to the Net Asset Value calculation as indicated within the relevant Appendix on the Valuation Date, the Net Asset Value may be determined on any date upon request of the Board for e.g. subscription and redemption purposes if specified within the relevant Appendix.

The Net Asset Value of each Sub-Fund or Class of Shares will be expressed in the Sub-Fund Currency or Share Currency, respectively, as indicated within the relevant Appendix and shall be determined by the Central Administration on the basis of the net assets of the Sub-Fund.

The net assets of each Sub-Fund correspond to the difference between the assets of each Sub-Fund and its liabilities. The Net Asset Value per Share is calculated by dividing the Net Asset Value per the number of Shares of the Sub-Fund. The Net Asset Value per share may be rounded up or down to the nearest five decimal places.

12.1 Determination of assets and liabilities

The assets of each Sub-Fund of the Fund shall be deemed to include:

a) all securities, debt securities, shares and units of investment funds, options and other investments and securities owned or contracted for by the Company on account of such Sub-Fund;
b) all cash in hand or on deposit for the account of such Sub-Fund, which may be held on an accessory and temporary basis, including any interest accrued thereon;
c) all bills and demand notes and accounts receivable (including proceeds of securities sold but not delivered), which may be held on an accessory and temporary basis for the account of such Sub-Fund;
d) all bonds, time notes, certificates of deposit, shares, stocks, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company on account of such Sub-Fund;
e) all stock dividends, cash dividends, cash distributions receivable by the Company in respect of investments of the Sub-Fund to the extent information thereon is reasonably available to the Company or on account of such Sub-Fund;
f) all interest on any interest bearing securities held by the Company for the account of such Sub-Fund, except to the extent that the same is included or reflected in the principal amount of such security;
g) the formation expenses of each Sub-Fund, including the cost of issuing and distributing shares of each Sub-Fund or on account of such Sub-Fund, insofar as the same have not been written off; and
h) all other assets of any kind and nature including expenses paid in advance.

The liabilities of each Sub-Fund of the Fund shall be deemed to include:

a) all loans, bills and accounts payable, including all accrued interest;
b) all accrued or payable expenses, including but not limited to administrative expenses, fees payable to the AIFM, the Depositary Bank or any other agents' fees;
c) all known liabilities, present and future, including, without limitation, all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Company on account of such Sub-Fund, where the Valuation Date falls on the record date for determination of the person entitled thereto or is subsequent thereto;

d) an appropriate provision for future taxes based on capital and income to the Valuation Date, as determined from time to time by the Board; and
e) all other liabilities of the company on account of such Sub-Fund of whatsoever kind and nature reflected in accordance with Luxembourg Law and the applicable accounting principles.

12.2 Valuation of assets

The valuation function is undertaken by the AIFM.

The AIFM may appoint, in accordance with the provisions of the AIFM Directive, independent external valuers for certain or all types of assets of any Sub-Fund. In such case, this Offering Document will be updated and Shareholders will be informed accordingly.

Assets will be valued in accordance with the following principles:

a) Securities, including options, that are listed or quoted on a recognised securities exchange, at their last prices on the Valuation Date or, if no prices were quoted on such date, at the last reported "bid" price (in the case of a security held long) and the last reported “asked” price (in case of a security sold short) on the Valuation Date or, if no such prices have been quoted on such date, at the value proposed reasonably and in good faith by the AIFM after the consultation with the Central Administrator and the Board.
b) Securities that are not listed or quoted on a recognised securities exchange, other than securities that are in the form of put or call options, at the last reported "bid" price (in the case of a security held long) and the last reported "asked" price (in the case of a security sold short) on the Valuation Date or, if no such prices were quoted on such date, on the most immediate prior date on which such prices were quoted or, if no such prices have been quoted during the last 15 Business Days prior to the Valuation Date, at the value proposed reasonably and in good faith by the AIFM after the consultation with the Central Administrator and the Board.
c) With respect to securities sold short, the market value of such securities, as determined in accordance with the above paragraphs, shall be included in the liabilities of the Company.
d) Securities that are in the form of put or call options, and are not listed or quoted on a recognised securities exchange, at the exercise price plus (in the case of a call) or minus (in the case of a put) the amount by which the underlying security is in or out of the money, except where the Central Administrator has accepted some other value for such securities as suggested by the AIFM.
e) Premiums received for the writing of options will be included in the assets of the Company and the market value of such options will be included as a liability of the Company.
f) In the case of securities, options, future and forward contracts for which market quotations are either unavailable or appear inaccurate, such securities, options, future and forward contracts will be valued at fair value as determined in good faith using methods approved by the AIFM and/or upon quotations from the counterparty, this fair value being communicated to the Central Administrator.
g) Short-term debt securities including term deposits with remaining maturities of 60 days or less are valued at amortised cost; other short-term assets are valued on a mark-to-market basis.
h) Investments by the Company in other investment funds shall be valued at their last available net asset value per share as long as it is fair value based or comparable valuation. If events have occurred which may have resulted in a material change of the net asset value of such shares or units in other investment funds since the day on which the latest official net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the AIFM, such change of value. As indicated below under “Estimates”, this net asset value may be adjusted by applying estimated valuations or, on the basis of the fair value at which it is expected it can be sold, as determined with prudence and in good faith by the Board of Directors and/or the AIFM or, where appropriate, an external appraisal.
i) Investments by the Company in asset class private debt and corporate high-yield that are not listed or quoted on a recognised securities exchange, that are not listed on a stock exchange and are not traded on a regulated market shall be valued at their last available market price or if no such price is available, at the acquisition price less impairment losses plus accrued interests.

The AIFM may, at its discretion, permit some other method of valuation to be used if it considers that such method of valuation better reflects the true value and is in accordance with good accounting practice.

For the purpose of determining the value of each Sub-Fund's investments, the Central Administrator may rely upon valuation provided by the AIFM or information received from various pricing sources (including brokers, specialist(s) duly authorised to that effect by the AIFM, an independent appraisal duly licensed and appointed by the AIFM and/or other relevant pricing sources). In circumstances where one (1) or more pricing sources fail to provide valuations for an important part of the assets, the Central Administrator is authorised to delay the calculation of the Net Asset Value in accordance with the AIFM's instructions. The Board may then decide to suspend the Net Asset Value calculation, in accordance with the procedures set out in this Offering Document.

Estimates
In the context of Sub-Funds which invest in other collective investment schemes, valuation of their assets may be complex in some circumstances and the administrative agents of such collective investment schemes may be late or delay communicating the relevant official net asset values. Consequently, the Central Administrator may, pursuant to the procedures established by the AIFM, use, on the Valuation Day, the estimated net asset values as provided by the administrative agents or managers of said collective investment schemes if the latter are more recent than the available official net asset values. In this case, the Net Asset Value estimated for the Sub-Funds concerned may be different from the value that would have been calculated on the said Valuation Day using the official net asset values calculated by the administrative agents of the collective investment schemes in which the Sub-Fund invested. Nevertheless, Net Asset Values which will be calculated on the basis of the estimated net asset values shall be considered as final and applicable despite any future divergence.

The Central Administrator, acting with prudence and diligence, may only rely on valuations or prices that may be:
(a) either provided by price sources which are external, independent, specialized, reputable and used in market practice (external price sources) (including, but not limited to, (i) price sources such as Refinitiv, Bloomberg, Telekurs and others, (ii) the administrative agents/fund managers of target funds or other investment vehicles, (iii) prime brokers or third-party custodians, or (iv) duly-appointed specialist(s); authorized to this end by the 2013 Law and all related regulations;
(b) or provided by the Board of Directors and/or the AIFM or, where appropriate, one or more external appraisals.

If no external price source is available or the AIFM or the external valuer does not provide valuations or prices to the Central Administrator or if the price or valuation of one collective investment schemes cannot be determined in a timely manner, the Central Administrator will notify the Board of Directors and the AIFM in order to obtain the necessary instructions to finalize the calculation of the Net Asset Value. The Board of Directors of the Company and/or the AIFM may decide to suspend the calculation of the Net Asset Value in line with the procedures set out in the present Offering Document and the Articles of Association.

In these circumstances, in the absence of an obvious error, the Central Administrator will not be held liable for any loss or damage suffered by the Company or its shareholders. The Board of Directors of the Company and/or the AIFM will be required to notify the suspension of the Net Asset Value to the shareholders or to instruct the Central Administrator to do this (where appropriate). If the Board of Directors of the Company and/or the AIFM decides not to suspend the Net Asset Value within the scheduled timeframe, then the Board of Directors of the Company and/or the AIFM shall be responsible for all consequences arising from the delay in calculating the Net Asset Value and the Central Administrator may inform the relevant authorities and the Statutory Auditor for the Company, where appropriate. Adequate provisions will be made, Sub-Fund by Sub-Fund, for expenses to be borne by each of the Company's Sub-Funds and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria.

Additional information about the asset valuation procedure and the price determination methodology for valuation of the Company's assets including, if such is the case, the methods used to determine the value of assets that are deemed difficult to assess in line with Article 19 of Directive 2011/61/EU (the "AIFM Directive") is available on request from the registered office of the Company or its AIFM.

As regards Investor protection in the event of an error in calculating the Net Asset Value and compensation for the consequences of non-observance of the investment restrictions applicable to the Company, the Board of Directors intends to comply with the principles and rules outlined in Circular 02/77 of 27 November 2002. Consequently, the liability of the Central Administrator in connection with an error in calculating the Net Asset Value will be limited by the application of the applicable tolerance threshold(s), as described in this CSSF Circular 02/77.

12.3 Net Asset Value calculation

For the purpose of the Net Asset Value calculation:

a) Shares in respect of which payment has not yet been received shall not be deemed to exist;
b) Shares to be redeemed shall be treated as existing and until paid, the price therefore shall be deemed to be a liability of the Company;
c) all investments, cash balances and other assets of the Company not expressed in Euro, shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value; and
d) Effect shall be given on any Valuation Date to any purchases or sales of securities contracted for by the Company on such Valuation Date, to the extent practicable.

12.4 Suspension of the Net Asset Value calculation

The Board may temporarily suspend the calculation of the Net Asset Value during:

a) any period when, in the reasonable opinion of the Board, a fair valuation of the assets of the Company is not practicable for reasons beyond the control of the Company; or
b) any period when any of the principal markets (where applicable) on which a substantial proportion of the investments of the Company are quoted are closed (otherwise than for ordinary holidays), or during which dealings thereon are restricted or suspended; or
c) the existence of any state of affairs which constitutes an emergency as a result of which valuation of assets owned by the Company would be impractical; or
d) any breakdown in, or restriction in the use of, the means of communication normally employed in determining the price or value of any of the investments or the currency price or values on any such stock exchange; or
e) when, following redemption requests, it has not proved possible to dispose of the assets of the concerned Sub-Fund as necessary as a consequence of the markets' liquidity; or
f) following the publication of a notice for a general meeting of Shareholders in order to pass a resolution on the liquidation or merger of the Company or in case of liquidation or merger of any Sub-Fund of the Company; or
g) in any other case where deemed necessary by the Board of the Company in the interest of the Company or its Shareholders or other important Stakeholders.

The suspension of the calculation of the Net Asset Value and/or, where applicable, of the subscription and/or redemption of Shares, shall be notified to the relevant persons through all means reasonably available to the Company, unless the Board is of the opinion that such notification is not necessary considering the short period of the suspension.

Such a suspension decision shall be notified to any Shareholders requesting redemption of their Shares.

13 MANAGEMENT, ADMINISTRATION AND CORPORATE GOVERNANCE

13.1 The Board of the Company

Unless otherwise provided for under the 1915 Law, this Offering Document or the Articles of Association, the Board shall have the broadest powers to perform all acts of administration and disposition of the Company. All powers not expressly reserved under the 1915 Law or the Articles of Association to the General Meetings shall be exercisable by the Board.

In particular, subject to the restrictions contained in this Offering Document and the 1915 Law, the Board shall have power to implement the investment policies and borrowing restrictions, as well as the course of conduct of the management and business affairs of the Company and to manage the investments for the account of the Company with a view to achieving the investment objectives of each Sub-Fund as described within the relevant Appendix. The Board shall have complete discretion and full power, authority and right to represent and bind the Company, either itself or wholly in part through its authorized agents or delegates.

The Board is granted with the power to take any decisions on the following items (this list being not exhaustive and not limitative):

a) appointment and replacement of the Central Administrator;
b) appointment and replacement of the Depositary Bank;
c) appointment and replacement of the AIFM;
d) suspension of the Net Asset Value calculation;
e) the Company's annual accounts;
f) all changes of the investment objectives and restrictions of the concerned Sub-Fund;
g) launch of any new Sub-Fund or Class and liquidation / close of any existing Sub-Fund or Class, under the conditions set forth in this Offering Document.

13.2 The Alternative Investment Fund Manager

The Board has appointed MultiConcept Fund Management S.A. as its Alternative Investment Fund Manager pursuant to the Management Agreement entered into by the Company. MultiConcept Fund Management S.A. is licensed by the CSSF as an alternative investment fund manager with licence number A00000290, having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, with RCS number 98.834.

In order to cover potential liability risks resulting from professional negligence, the AIFM holds appropriate additional own funds in accordance with the provisions of the 2013 Law to cover any potential professional liability resulting from its activities as Alternative Investment Fund Manager.

The AIFM is entrusted notably with the functions of (i) portfolio management and (ii) risk management in accordance with the Management Agreement.

In accordance with applicable laws and regulations, the AIFM is empowered to delegate, under its supervision and responsibility, part of its duties and powers to any person or entity, which it may consider appropriate and which disposes of the requisite expertise and resources. This Offering Document shall in such case be amended accordingly.

The AIFM ensures that the delegates carry out the delegated functions effectively and in compliance with applicable law and regulatory requirements and it must establish methods and procedures for reviewing on an ongoing basis the services provided by the delegates. The AIFM shall supervise effectively the delegated functions and manage the risks associated with the delegation and take appropriate action if it appears that the delegates cannot carry out the functions effectively or in compliance with applicable laws and regulatory requirements.

The AIFM shall:

a) act honestly, with due skill, care and diligence and fairly in conducting its activities;
b) act in the best interests of the Company or the Shareholders and the integrity of the market;
c) have and employ effectively the resources and procedures that are necessary for the proper performance of its business activities;
d) take all reasonable steps to avoid conflicts of interest and, when those cannot be avoided, to identify, manage and monitor and, where applicable, disclose, those conflicts of interest in order to prevent

them from adversely affecting the interests of the Company and its Shareholders and to ensure that the Company it manages are fairly treated;

e) comply with all regulatory requirements applicable to the conduct of its business activities so as to promote the best interests of the Company or the Shareholders and the integrity of the market; and

f) treat all the Shareholders fairly.

The Management Agreement may be terminated at any time by either the Company or the AIFM upon 3 (three) months prior written notice addressed to the other party. Notwithstanding the foregoing, the Management Agreement may also be terminated in accordance with the provisions of the Management Agreement.

13.3 The Investment Manager

At the date of this Offering Document, the AIFM shall be entitled to delegate at its own expenses and under its own responsibility and monitoring the portfolio management function to duly regulated investment managers ("Investment Managers") as described, where applicable, in the appendices for the relevant Sub-Fund. Such delegation of the portfolio management function shall be made in full compliance with the provisions of article 18 of the 2013 Law.

The Investment Managers shall be entitled to delegate at their own expenses their functions, discretions, privileges and duties herein or any of them to any person, firm or corporation whom it may consider appropriate, provided that the AIFM prior approves such a sub-delegation arrangement. The Offering Document shall be amended prior to such sub-delegation in view of reflecting such sub-delegation of powers.

The AIFM's liability towards the Company and its Shareholders shall not be affected by the fact that the AIFM has delegated functions to third party or by any further sub-delegation.

13.4 The Depositary Bank and Paying Agent

The Company has appointed UBS Europe SE, Luxembourg Branch as its Depositary within the meaning of the RAIF Law, the 2013 Law and AIFM Regulation, as amended, pursuant to the Depositary and Paying Agent Agreement.

The Company has also appointed the Depositary as Paying Agent.

The Depositary is a Luxembourg established branch of UBS Europe SE, a European Company (Societas Europaea), having its registered office in Frankfurt am Main, Germany, registered with the German Trade Register under number HRB 107046. UBS Europe SE, Luxembourg Branch has its place of business at 33A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Trade and Companies Register under number B 209.123.

Depositary duties

The relationship between the Company, the AIFM and the Depositary is subject to the terms of the Depositary and Paying Agent Agreement. Pursuant to the Depositary and Paying Agent Agreement, the Depositary has been appointed for the safekeeping of financial instruments that can be held in custody, for the record keeping and verification of ownership of other assets of the Company as well as to ensure the effective and proper monitoring of the Company's cash flows in accordance with the provisions of the RAIF Law, the 2013 Law and the Depositary and Paying Agent Agreement. Assets held in custody by the Depositary shall not be reused by the Depositary, or any third party to which the custody function has been delegated, without the prior consent of the Company.

In addition, the Depositary shall also ensure that:

(i) the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law and the Articles of Association,

(ii) the value of the Shares is calculated in accordance with Luxembourg law and the Articles of Association,

(iii) the instructions of the AIFM or the Company are carried out, unless they conflict with Luxembourg law and/or the Articles of Association,
(iv) in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits, and
(v) the Company's income is applied in accordance with Luxembourg law and the Articles of Association.

The Depositary shall assume its duties and responsibilities in accordance with the provisions of the 2013 Law and the RAIF Law. The Depositary must act honestly, fairly, professionally, independently and in the interest of the Company and its investors.

Delegation and conflict of interests
In compliance with the provisions of the Depositary and Paying Agent Agreement and the 2013 Law, the Depositary may, subject to certain conditions, delegate part or all of its safe-keeping duties in relation to financial instruments that can be held in custody, to sub-custodian(s) (including any affiliates of UBS AG), as they are appointed by the Depositary from time to time.

Prior to the appointment of any sub-custodian and on an ongoing basis pursuant to applicable laws and regulations as well as its conflict of interests policy, the Depositary shall assess potential conflicts of interests that may arise from the delegation of safekeeping functions. The Depositary is part of the UBS Group, a worldwide, full-service private banking, investment banking, asset management and financial services organization which is a major participant in the global financial markets. As such, potential conflicts of interest from the delegation of its safekeeping functions could arise as the Depositary and its affiliates are active in various business activities and may have differing direct or indirect interests. Irrespective of whether a given sub-custodian is part of the UBS Group or not, the Depositary shall exercise all due skill, care and diligence both in relation to the selection and appointment as well as in the ongoing monitoring of the relevant sub-custodian. Furthermore, the conditions of any appointment of a sub-custodian that is member of the UBS Group shall be negotiated at arm's length in order to ensure the interests of the Company and its investors. Should a conflict of interest occur and in case such conflict of interest cannot be mitigated, such conflict of interest as well as the decisions taken will be disclosed to the investors of the Company. An up-to-date description of any safe-keeping functions delegated by the Depositary and an up-to-date list of these sub-custodian(s) can be found on the following webpage: https://www.ubs.com/global/en/legalinfo2/luxembourg.html.

Liability
The Depositary shall be liable to the Company or its investors for the loss of a financial instrument held in custody within the meaning of article 19(8)(a) of the 2013 Law and article 88 of the AIFMD Level II Regulation (the "Fund Custodial Assets") by the Depositary or its sub-custodian (the "Loss of a Fund Custodial Asset").
In case of Loss of a Fund Custodial Asset, the Depositary shall return a financial instrument of an identical type or the corresponding amount to the Company without undue delay. In accordance with the provisions of the 2013 Law and the AIFMD Regulation, the Depositary shall not be liable for the Loss of a Fund Custodial Asset (i) if such Loss of a Fund Custodial Asset has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary or (ii) in case of Loss of a Fund Custodial Asset held in custody by a sub-custodian and the Depositary has discharged itself of liability pursuant to the provisions of the 2013 law and the AIFMD Regulation.
Without prejudice to the special liability of the Depositary in case of Loss of a Fund Custodial Asset, the Depositary shall be liable for any loss or damage suffered by the Company resulting directly from the Depositary's negligence or intentional failure in the execution of the services under the Depositary and Paying Agent Agreement.
The Depositary's liability shall not be affected by any delegation, unless otherwise stipulated in the 2013 Law, the RAIF Law and/or the Depositary and Paying Agent Agreement.

Termination
The Depositary and Paying Agent Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Depositary and Paying Agent Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. Until the appointment of a new depositary, which must take place within two (2) months, the Depositary shall take all necessary steps to ensure good preservation of the interests of the Company's investors.

Fees
The Depositary is entitled to receive a remuneration for its services as agreed in the Depositary and Paying Agent Agreement. In addition, the Depositary is entitled to be reimbursed by the Company for its reasonable out-of-pocket expenses and disbursements, including, but not limited to, taxes, duties, charges and broker fees, whether existing now or imposed in the future and which are paid by the Depositary or for which the Depositary may be held liable and for the charges of any correspondents.

Depositary’s independence from the Company
The Depositary is not involved, directly or indirectly, with the business affairs, organization or management of the Company and is not responsible for the content of this document and thus accepts no responsibility for the accuracy of any information contained herein or the validity of the structure and investments of the Company. The Depositary has no decision-making discretion nor any advice duty relating to the Company's investments and is prohibited from meddling in the management of the Company 's investments. The Depositary does not have any investment decision-making role in relation to the Company.

Outsourcing and data protection
Information about outsourcing and potential processing of investors’ data by the Depositary may be found at https://www.ubs.com/lu/en/wealth-management/about-us/europe-se.html, specifically in the General Terms and Conditions (GTCs) of the Depositary (containing relevant outsourcing information) and the privacy notice (covering personal data processing pursuant to the applicable data protection laws).

13.5 The Central Administrator and Domiciliation Agent

The AIFM has delegated all duties related to the administration of the Company, including legal and fund management accounting services, the handling with Shareholder complaints, the calculation of the net asset value, including tax returns, regulatory and compliance monitoring, maintenance of the register of Shareholders, distribution of income, the issue and redemption of Shares, the contract settlement, including the dis-patch of certificates and record keeping to UBS Fund Administration Services Luxembourg S.A. The Central Administration may sub-delegate with the approval of the Company a part or all of its duties to one or more third parties.

Furthermore, the Fund has appointed UBS Fund Administration Services Luxembourg S.A. as its domiciliary agent pursuant to a Domiciliary Agent Agreement.

13.6 General Meetings of Shareholders

The annual General Meeting shall be held at the registered office of the Company or at such other place in the Grand-Duchy of Luxembourg as may be specified in the notice of the meeting and at the date decided from time to time by the Board of Directors, but in any case, not later than 20 June each year.

The annual General Meeting of Shareholders is convened by the Board.

The Board is entitled to convene and hold any additional General Meeting as the Board may deem appropriate.

Shareholders are entitled to receive notice of, attend, speak and vote at any General Meeting in accordance with and subject to the provisions of the 1915 Law, as amended, and the Articles of Association of the Company. Each Shareholder may participate in the General Meeting by appointing in writing, by facsimile or by any other means of communication to, another person as his proxy.

The General Meeting shall represent the entire body of Shareholders of the Company or the Sub-Fund where applicable.

Subject to the Articles of Association of the Company and the existence of Shares with no voting rights, every Shareholder shall be entitled to voting rights commensurate to its shareholding and a fractional Share shall not confer any voting right, unless together with other fractional Share(s) that the respective Shareholder holds, their number is such that they represent one or more whole Shares.

13.7 Indemnification

The Company is required to indemnify, out of the assets of the Company only, the managers, officers, employees and agents of the Company, the AIFM, the Central Administrator and any of their directors, managers, employees, and officers for any claims, damages and liabilities to which they may become subject because of their status as managers, officers, employees or agents of the Company, of the AIFM and of the Central Administrator or by reason of any actions taken or omitted to be taken by them in connection with the Company, except to the extent caused by their gross negligence, fraud or wilful misconduct or their material breach of the provisions of the Offering Document and of the relevant applicable agreements entered into with the Company.

14 AUDITOR

PricewaterhouseCoopers, Société Coopérative has been appointed independent auditor of the Company.

The Auditor reviews the accounting information contained in the annual report of the Company and issues a report on the accounts of the Company and, where applicable, its remarks, all of which are reproduced in full in the annual report. The Auditor also issues ad hoc reports for specific events such as subscriptions or redemptions in kind, liquidation or merger of the Company.

15 FEES AND COSTS

15.1 General

The Company pays out of its assets all expenses and provisions payable by the Company.

Expenses specific to a Sub-Fund or Class shall be borne by that Sub-Fund or Class. 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 pro rata to their Net Asset Values or in such other manner as determined by the Board of Directors acting in good faith.

Besides the payment of any Performance Fee described below, Company and Sub-Funds' expenses shall, in particular, cover the following:

a) expenses for administration, operations and custody, which shall include but not be limited to:

  i. the remuneration of Directors of the Company, if any, and their reasonable operating expenses, insurance coverage, travelling costs and reasonable out-of-pocket expenses;
  ii. fees and expenses payable to the Depositary Bank and its correspondents, the domiciliary agent and Central Administrator, the principal Paying Agent, the AIFM, investment managers or advisors (if any), any nominee and placing agent, any centralization agent, any listing agent, any paying agent, any pricing agent, any foreign supervisory authorities, any permanent representatives in places of registration, as well as any other agent employed by the Company;
  iii. the cost of buying and selling assets, bank charges and brokerage standard incurred on the Company's transactions;
  iv. the fees and expenses involved in preparing and/or filing the Offering Document and all other documents concerning the Company, including the sales documents and any amendments or supplements thereto, with all authorities having jurisdiction over the Company or the offering of Shares of the Company or with any stock exchanges in the Grand Duchy of Luxembourg and in any other country;
  v. all other administrative and operating expenses, as determined in good faith by the Board of Directors;
  vi. Transaction fees charged by the Depositary Bank and brokerage fees, on transactions executed for the account of the Sub-Fund;

vii. Fees of the Depositary Bank charged per cash payment (interest, dividends, transfers, subscriptions, redemptions, etc.) executed for the account of the Sub-Fund;
viii. the reimbursement of reasonable out-of-pocket expenses properly incurred by the Depositary, its correspondent or agents in carrying out its duties.

b) expenses for the general surveillance, which shall include but not be limited to:

i. the fees and expenses for auditing services;
ii. all or part of the expenses of holding the meetings of the Board of Directors;
iii. all other general surveillance expenses as determined in good faith by the Board of Directors.

c) expenses for communications and business development, which shall include but not be limited to:

i. reporting and publishing expenses, including the cost of preparing, printing, in such languages as are necessary for the benefit of the Shareholders, and distributing sales documents, audited annual and other reports or documents as may be required under applicable law or regulations;
ii. the cost related to promoting and distributing the Company, including the commissioning of intermediaries which may be appointed by the AIFM, reasonable marketing and advertising expenses;
iii. the remuneration of people, employed by the Company (including potential Directors) or outsiders, in charge of developing and growing the assets under management, and their reasonable operating expenses, insurance coverage, travelling costs and reasonable out-of-pocket expenses;
iv. the cost of preparing and distributing notices to the Shareholders;
v. the cost related to the holding of Shareholder meetings;
vi. the costs of publication of Share prices;
vii. the cost linked to the internet site of the Company;
viii. all other communication expenses as determined in good faith by the Board of Directors.

d) applicable taxes (including Luxembourg annual subscription tax), including VAT and/or stamp duties (if any);
e) any fees and expenses involved in registering and maintaining the registration of the Company or a Sub-Fund for distribution purposes;
f) Fees for advice in connection with the protection of the interests of the Company, the Sub-Fund and its shareholders, including legal and tax advice;
g) if specified within the Supplement of the relevant Sub-Fund, investment services taken and/or data obtained by the Fund or the Investment Managers on behalf of the Fund (including fees and expenses incurred in obtaining investment research, systems and other services or data used for portfolio and risk management purposes).

15.2 Performance Fee

For each Sub-Fund, the Board may decide to implement a Performance Fee for one or several Share Classes. The existence of a Performance Fee and details of its calculation will be stated in the relevant Appendix for each Sub-Fund. The Performance Fee, if any, comes in addition to the “all-in” fee.

16 TAXATION

The following is given on a general tax perspective and is based on the Company’s understanding of, and advice received on, certain aspects of the law and practice currently in force in Luxembourg. It does not purport to be a complete analysis of all possible tax situations that may be relevant to an investment decision. This summary does not allow any conclusions to be drawn with respect to issues not specifically addressed.

Investors should consult their professional advisers on the possible tax and other consequences of their subscribing for, purchasing, holding, selling or redeeming Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile.

16.1 Taxation of the Company

In accordance with current legislation and current practices, the Company is not liable for any Luxembourg income and capital gains tax. Likewise, distributions paid by the Company are not subject to any Luxembourg withholding tax.

The Company is subject to an annual tax in Luxembourg corresponding to 0.01% of the value of the net assets (subscription tax or *taxe d'abonnement*). This tax is payable quarterly on the basis of the net assets of the Company calculated at the end of the quarter to which the tax relates. However, for Sub-Funds that are invested in other Luxembourg investments funds, which in turn are subject to the subscription tax provided by the 2010 Law, the 2007 Law and the 2016 Law, no subscription tax is due from the Company on the portion of assets invested therein.

The following exemptions from subscription tax apply:

(a) the value of the assets represented by units held in other undertakings for collective investment, to the extent such units have already been subject to the subscription tax provided by the 2016 Law, the 2010 Law or the 2007 Law;
(b) reserved alternative investment funds, as well as individual compartments of reserved alternative investment funds with multiple compartments:
    (i) the exclusive object of which is the collective investment in money market instruments and the placing of deposits with credit institutions, and,
    (ii) the weighted residual portfolio maturity of which does not exceed ninety (90) days, and
    (iii) that have obtained the highest possible rating from a recognised rating agency;
(c) reserved alternative investment funds, the securities of which are reserved for (i) institutions for occupational retirement provision, or similar investment vehicles, set up on one or several employers' initiative for the benefit of their employees and (ii) companies of one or several employers investing the funds they own, in order to provide their employees with retirement benefits;
(d) reserved alternative investment funds, as well as individual compartments of reserved alternative investment funds with multiple compartments the exclusive object of which is the collective investment in microfinance.

Income receivable by the Company in the form of distributions, dividends and interests may be subject to withholding taxes at varying rates, deducted at source in the jurisdiction of origin of such income. The Company may, in its sole and absolute discretion, invest using special purpose or intermediary vehicles as it deems appropriate, as described in section "Investment restrictions".

16.2 Taxation of Shareholders

Prospective investors that are uncertain of legal or other implications of acquiring, holding and selling Shares are advised to seek independent professional advice in their country of origin, place of residence or domicile.

Luxembourg tax residency

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

Income tax - Luxembourg residents

Luxembourg resident shareholders are not liable for any Luxembourg income tax on reimbursement of the share capital contributed to the Company.

(a) Luxembourg Resident Individuals

Any dividends and other payments derived from the Shares received by Luxembourg resident individuals, who act in the course of either their private wealth or their professional or business activities are subject to income tax at the progressive ordinary rate.
Capital gains realized upon the sale, disposal or redemption of Shares by Luxembourg resident individual shareholders acting in the course of the management of their private wealth are not subject to Luxembourg income tax, provided this sale, disposal or redemption takes place more than six months after the Shares were acquired and provided the Shares do not represent a substantial shareholding. A shareholding is considered to be a substantial shareholding in limited cases, in particular if

(i) the shareholder has held, either alone or together with his/her spouse or partner and/or his/her minor children, either directly or indirectly, at any time within the five years preceding the realization of the gain, more than 10% of the share capital of the Fund or
(ii) the shareholder acquired free of charge, within the five years preceding the transfer, a participation that constituted a substantial participation in the hands of the alienator (or alienators, in case of successive transfers free of charge within the same five year period). Capital gains realized on a substantial participation more than six months after the acquisition thereof are subject to income tax according to the half-global rate method (*i.e.* the average rate applicable to the total income is calculated according to progressive income tax rates and half of the average rate is applied to the capital gains realized on the substantial participation). A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the shareholding.

(b) Luxembourg Resident Corporations

Luxembourg resident corporate shareholders (sociétés de capitaux) must include any profits derived as well as any gain realized on the sale, disposal or redemption of Shares, in their taxable profits for Luxembourg income tax assessment purposes. The same inclusion applies to individual shareholders acting in the course of the management of a professional or business undertaking and who are considered Luxembourg residents for tax purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

(c) Luxembourg residents benefiting from a special tax regime

Luxembourg resident shareholders which benefit from a special tax regime, such as

(i) UCI governed by Part II of the 2010 Law,
(ii) specialized investment funds governed by the law of 13 February 2007, as amended, and
(iii) family wealth management companies governed by the law of 11 May 2007, as amended, are tax exempt entities in Luxembourg and are thus not subject to any Luxembourg income tax.

Income tax - Luxembourg non-residents

Shareholders, who are non-residents of Luxembourg and which 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 income, withholding, estate, inheritance, capital gains or other taxes in Luxembourg.

Corporate shareholders that are non-residents of Luxembourg but that 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 realized on the sale, disposal or redemption of Shares in their taxable income for Luxembourg tax assessment purposes. The same inclusion applies to individuals, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Shares are attributable. Taxable gains are determined as being the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

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

EU Savings Directive

Non-resident shareholder note that, under the law of 18 December 2015 (the "Law") implementing Council Directive 2014/107/EU amending Directive 2011/16/ EU as regards mandatory automatic exchange of information in the field of taxation ("Council Directive") and the OECD Common Reporting Standard ("CRS"), Luxembourg reporting financial institutions, as defined in the Law, are required to provide, to the fiscal authorities of other EU Member States and jurisdictions participating to the CRS, details of payments of interest, dividends and similar type of income, gross proceeds from the sale of financial assets and other income, and account balances held on reportable accounts, as defined in the DAC2 and the CRS, of account holders residents of, or established in, an EU Member State and certain dependent and associated territories of EU Member States or in a jurisdiction which has introduced the CRS in its domestic law.

Under the Council Directive, the automatic exchange of information is effective as of 1st January 2016. Under the CRS, the automatic exchange information with those countries that have signed the Multilateral Competent Authority Agreement (MCAA) will become effective when the conditions set out under article 7 of the MCAA are met.

Luxembourg being an early adopter of the MCCA, an automatic exchange under the CRS may already, for some jurisdictions, be effective as of 1st January 2016. Payments of dividends and other income derived from the shares held in the Company fall within the scope of the Council Directive and the CRS and are therefore subject to reporting obligations.

The Company will attempt to satisfy any obligations imposed on it under the CRS to avoid any penalties due to the noncompliance with the rules imposed on it under the CRS but no assurance can be given that the Company will be able to satisfy these obligations. This ability will depend on each Shareholder to provide the Company with the requested information. If the Company or one of its Sub-funds becomes subject to penalties as a result of the CRS, the value of Shares held by all Shareholders may be affected. Any penalties resulting from the non-compliance to the rules imposed under the CRS should not be recoverable. Investors and Shareholders should contact their own tax advisers regarding the application of the CRS to their particular circumstances.

The Company will attempt to satisfy any obligations imposed on it under the Council Directive, to avoid any penalties resulting from the rules adopted in Luxembourg to ensure effective implementation of and compliance with, the reporting and due diligence procedures, but no assurance can be given that the Company will be able to satisfy these obligations. This ability will depend on each Shareholder to provide the Company with the requested information. Any penalties resulting from the non-compliance to such rules may affect the value of the Shares held by all Shareholders. Any penalties paid in such circumstances should not be recoverable.

Data protection information in the context of CRS processing

In accordance with the CRS-Law, Luxembourg Financial Institutions ("FI") are required to report to the Luxembourg Tax Authority information regarding Reportable Persons such as defined in the CRS-Law.
As Luxembourg Reporting FI, the Company is the data controller and processes personal data of Shareholders and Controlling Persons as Reportable Persons for the purposes set out in the CRS-Law.

In this context, the Company may be required to report to the Luxembourg Tax Authority the name, residence address, TIN(s), the date and place of birth, the country of tax residence(s), the phone number, the account number (or functional equivalent), standing instructions to transfer funds to an account maintained in a foreign jurisdiction, the account balance or value, the total gross amount of interest, the total gross amount of dividends, the total gross amount of other income generated with respect to the assets held in the account, the total gross proceeds from the sale or redemption of property paid or credited to the account, the total gross amount of interest paid or credited to the account, the total gross amount paid or credited to the Shareholder with respect to the account, as well as any other information required by applicable laws of i) each Reportable Person that is an account holder, ii) and, in the case of a Passive NFE within the meaning of the CRS-Law, of each Controlling Person that is a Reportable Person (the “CRS Personal Data”).

CRS Personal Data regarding the Shareholders or the Controlling Persons will be reported by the Reporting FI to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the CRS Personal Data to the competent tax authorities of one or more Reportable Jurisdiction(s). The Company processes the CRS Personal Data regarding the Shareholders or the Controlling Persons only for the purpose of complying with the Company’s legal obligations under the CRS Law.
In particular, Shareholders and Controlling 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 Authority.
CRS Personal Data may also be processed by the Company’s data processors (“Processors”) which, in the context of CRS processing, may include the AIFM of the Company and the Central Administration of the Company.

The Company’s ability to satisfy its reporting obligations under the CRS-Law will depend on each Shareholder or Controlling Person providing the Company with the CRS Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of the Company, each Shareholder or Controlling Person must provide the Company with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

Although the Company will attempt to satisfy any obligation imposed on it to avoid any taxes 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 tax or penalty as result of the CRS-Law, the value of the Shares may suffer material losses.

Any Shareholder or Controlling Person that fails to comply with the Company’s documentation requests may be charged with any taxes and penalties of the CRS-Law imposed on the Company (inter alia: a fine of up to 250.000 EUR or a fine of up to 0,5 per cent of the amounts that should have been reported and which may not be less than 1.500 EUR) attributable to such Shareholder’s or Controlling Person’s failure to provide the information and the Company may, in its sole discretion, redeem the Shares of such Shareholder.
Shareholders should consult their own tax advisor or otherwise seek professional advice regarding the impact of the CRS-Law on their investment.

CRS Personal Data will be processed in accordance with the provisions of the data protection notice which will be made available in the application form issued by the Company to the investors.

Personal Data will not be retained for a period longer than 10 years.

<u>Net Wealth Tax</u>

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

(a) a resident or non-resident individual taxpayer,
(b) a UCI governed by the 2010 Law,
(c) a securitization company governed by the law of 22 March 2004 on securitization, as amended,
(d) a company governed by the law of 15 June 2004 on venture capital vehicles, as amended,
(e) a specialized investment fund governed by the law of 13 February 2007, as amended, or
(f) a family wealth AIFM governed by the law of 11 May 2007, as amended.

Other Taxes

No estate or inheritance tax is levied on the transfer of Shares upon death of a shareholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes at the time of his 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.

VAT

The Company is considered in Luxembourg as a taxable person 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 outside Luxembourg. 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.

Certain U.S. Regulatory and Tax Matters – Foreign Account Tax Compliance

The Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act (commonly known as "FATCA") generally imposes a new reporting regime and potentially a 30% withholding tax with respect to (i) certain US source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce US source interest or dividends ("Withholdable Payments") and (ii) a portion of certain non-US source payments from non-US entities that have not entered into FFI Agreements (as defined below) to the extent attributable to Withholdable Payments ("Passthru Payments"). As a general matter, the new rules are designed to require US Persons' direct and indirect ownership of non-US accounts and non-US entities to be reported to the US Internal Revenue Service (the "IRS"). The 30% withholding tax regime applies if there is a failure to provide required information regarding US ownership.

Generally, the new rules will subject all Withholdable Payments and Passthru Payments received by the Company to 30% withholding tax (including the share that is allocable to Non-US Investors) unless the Company enters into an agreement (a "FFI Agreement") with the IRS to provide information, representations and waivers of non-US law (including any waivers relating to data protection) as may be required to comply with the provisions of the new rules, including, information regarding its direct and indirect US accountholders, or otherwise qualifies for an exemption, including an exemption under an intergovernmental agreement (or "IGA") between the United States and a country in which the non-US entity is resident or otherwise has a relevant presence.

The governments of Luxembourg and the United States have entered into an IGA regarding FATCA. Provided the Company adheres to any applicable terms of the IGA, the Company will not be subject to withholding or generally required to withhold amounts on payments it makes under FATCA. Additionally, the Company will not have to enter into an FFI agreement with the IRS and instead will be required to obtain information regarding its Shareholders and to report such information to the Luxembourg government, which, in turn, will report such information to the IRS.

Any tax caused by an Investor's failure to comply with FATCA will be borne by such Investor.

Each prospective investor and each Shareholder should consult its own tax advisors regarding the requirements under FATCA with respect to its own situation.

Each Shareholder and each transferee of a Shareholder's interest in any Sub fund shall furnish (including by way of updates) to the AIFM, or any third party designated by the AIFM (a "Designated Third Party"), in such form and at such time as is reasonably requested by the AIFM (including by way of electronic certification) any information, representations, waivers and forms relating to the Shareholder (or the Shareholder's direct or indirect owners or account holders) as shall reasonably be requested by the AIFM or the Designated Third Party to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency (including withholding taxes imposed pursuant to the Hiring

Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement, or any agreement entered into pursuant to any such legislation or intergovernmental agreement) upon the Company, amounts paid to the Company, or amounts allocable or distributable by the Company to such Shareholder or transferee. In the event that any Shareholder or transferee of a Shareholder's interest fails to furnish such information, representations, waivers or forms to the AIFM or the Designated Third Party, the AIFM or the Designated Third Party shall have full authority to take any and all of the following actions: (i) withhold any taxes required to be withheld pursuant to any applicable legislation, regulations, rules or agreements; (ii) redeem the Shareholder's or transferee's interest in any Sub fund, and (iii) form and operate an investment vehicle organized in the United States that is treated as a "domestic partnership" for purposes of section 7701 of the Internal Revenue Code of 1986, as amended and transfer such Shareholder's or transferee's interest in any Sub fund or interest in such Sub fund assets and liabilities to such investment vehicle. If requested by the AIFM or the Designated Third Party, the Shareholder or transferee shall execute any and all documents, opinions, instruments and certificates as the AIFM or the Designated Third Party shall have reasonably requested or that are otherwise required to effectuate the foregoing. Each Shareholder hereby grants to the AIFM or the Designated Third Party a power of attorney, coupled with an interest, to execute any such documents, opinions, instruments or certificates on behalf of the Shareholder, if the Shareholder fails to do so.

The AIFM or the Designated Third Party may disclose information regarding any Shareholder (including any information provided by the Shareholder pursuant to this Chapter) to any person to whom information is required or requested to be disclosed by any taxing authority or other governmental agency including transfers to jurisdictions which do not have strict data protection or similar laws, to enable the Company to comply with any applicable law or regulation or agreement with a governmental authority.

Each Shareholder hereby waives all rights it may have under applicable bank secrecy, data protection and similar legislation that would otherwise prohibit any such disclosure and warrants that each person whose information it provides (or has provided) to the AIFM or the Designated Third Party has been given such information, and has given such consent, as may be necessary to permit the collection, processing, disclosure, transfer and reporting of their information as set out in this Chapter and this paragraph.

The AIFM or the Designated Third Party may enter into agreements on behalf of the Company with any applicable taxing authority (including any agreement entered into pursuant to the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement) to the extent it determines such an agreement is in the best interest of the Company or any Shareholder.

Data protection information in the context of FATCA processing

In accordance with the FATCA Law, Luxembourg Financial Institutions ("FI") are required to report to the Luxembourg tax authority (i.e. Administration des Contributions Directes, the "Luxembourg Tax Authority") information regarding reportable persons such as defined in the FATCA Law.

The Company qualifies as a Reporting FI ("Reporting FI" as such term is defined in the FATCA Law) for FATCA purposes. As such, the Company is the data controller and processes personal data of Shareholders and Controlling Persons as reportable persons for FATCA purposes.

The Company processes personal data concerning Shareholders or their Controlling Persons for the purpose of complying with the Company's legal obligations under the FATCA Law. These personal data include the name, date and place of birth, address, U.S. tax identification number, the country of tax residence and residence address, the phone number, the account number (or functional equivalent), the account balance or value, the total gross amount of interest, the total gross amount of dividends, the total gross amount of other income generated with respect to the assets held in the account, the total gross proceeds from the sale or redemption of property paid or credited to the account, the total gross amount of interest paid or credited to the account, the total gross amount paid or credited to the Shareholder with respect to the account, standing instructions to transfer funds to an account maintained in the United States, and any other relevant information in relation to the Unitholders or their Controlling Persons for the purposes of the FATCA Law (the “FATCA Personal Data”).

The FATCA Personal Data will be reported by the Reporting FI, the Management Company or the Central Administration, as applicable, to the Luxembourg Tax Authority. The Luxembourg Tax Authority, under its own responsibility, will in turn pass on the FATCA Personal Data to the IRS in application of the FATCA Law.

In particular, Shareholders and Controlling 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 Authority.

FATCA Personal Data may also be processed by the Company’s data processors (“Processors”) which, in the context of FATCA processing, may include the AIFM of the Company and the Central Administrator of the Company.

The Company’s ability to satisfy its reporting obligations under the FATCA Law will depend on each Shareholder or Controlling Person providing the Company with the FATCA Personal Data, including information regarding direct or indirect owners of each Shareholder, along with the required supporting documentary evidence. Upon request of the Company, each Shareholder or Controlling Person must provide the Company with such information. Failure to do so within the prescribed timeframe may trigger a notification of the account to the Luxembourg Tax Authority.

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

Any Shareholder or Controlling Person that fails to comply with the Company’s documentation requests may be charged with any taxes and penalties of the FATCA law imposed on the Company (inter alia: withholding under section 1471 of the U.S. Internal Revenue Code, a fine of up to 250.000 euros or a fine of up to 0,5 per cent of the amounts that should have been reported and which may not be less than 1.500 euros) attributable to such Shareholder’s or Controlling Person’s failure to provide the information and the Company may, in its sole discretion, redeem the Shares of such Shareholders.

Shareholders and Controlling Persons should consult their own tax advisor or otherwise seek professional advice regarding the impact of the FATCA-Law on their investment.

Each Shareholder or Controlling Person has a right to access any data reported to the Luxembourg Tax Authority for the purpose of the FATCA Law and, as the case may be, to have these data rectified in case of error by writing to the Central Administration as defined under this Prospectus.

FATCA 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 and the statutory limitations.

17 REPORTS, NOTICES AND REGULATORY DISCLOSURE TO SHAREHOLDERS

17.1 Reporting and announcements to Shareholders

The Company’s financial year begins on the first of January and closes on the thirty-first of December. The first financial year of the Fund shall begin on the date of its incorporation and end on the thirty-first of December 2017.

The Company's financial statements, the calculation of the Net Asset Value of the Company as well as all other reports will be compliant with LuxGAAP. The yearly audited annual reports for the Company combining the accounts of the Sub-Funds will be drawn up in EUR. For this purpose, if the accounts of a Sub-Fund are not expressed in EUR, such accounts shall be converted into EUR.

The following documents will be made available free of charge for inspection by interested and prospective investors during usual business hours at the registered office of the Company:

(a) the Offering Document in its latest amended version;
(b) the Company's audited consolidated annual accounts prepared within six (6) months from the end of the period to which it relates;
(c) other information on the Company, as well as on the Net Asset Value, the issue and redemption prices of the Company's Shares may be obtained on any Business Day at the registered office of the Company and of the Central Administrator;
(d) if required, the latest valuation of the assets held by the Company by the independent valuer(s) and a list of the names of each independent valuer, if applicable;
(e) the Management Agreement, the Depositary Bank and Paying Agent Agreement, the Central Administration Agreement, the Domiciliation Agreement, the Subscription Agreement and any other agreement between the Company on behalf of one or more Sub-Fund(s) and any other service provider including its annexes as soon as practicable; and
(f) the Articles of Association in its latest amended version as soon as practicable.

Such documents will also be sent free of charge to Shareholders upon request.

Shareholders have the right to complain free of charge in the official language or one of the official languages of the relevant country of distribution.

Shareholders have the possibility to lodge their complaints at the registered office of the AIFM and/or directly with their local distributors and/or paying agents of the relevant country of distribution.

Any notice to Shareholders shall be given in writing to registered Shareholders and be delivered by hand, by courier or sent by e-mail, facsimile or by pre-paid airmail or first class post as appropriate.

Notices to Shareholders are also available at the Company's registered office.

17.2 Regulatory Disclosure

Conflicts of Interest

The AIFM, the Central Administrator and the Depositary Bank may from time to time act as alternative investment fund manager, central administrator or depositary, in relation to, or be otherwise involved in, other undertakings for collective investments or collective investment schemes which have similar investment objectives to those of the Company or any Sub-Fund.

It is therefore possible that any of them may, in the due course of their business, have potential conflicts of interest with the Company or any Sub-Fund. In such event, each will at all times have regard to its obligations under any agreements to which it is party or by which it is bound in relation to the Company or any Sub-Fund.

In particular, but without limitation to its obligations to act in the best interests of the Shareholders when undertaking any dealings or investments where conflicts of interest may arise, each will respectively endeavour to ensure that such conflicts are resolved fairly.

There is no prohibition on the Company entering into any transactions with the AIFM, the Central Administrator, the Depositary Bank or with any of their affiliates, provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length, on terms no less favourable to the Company than could reasonably have been obtained had such transactions been effected with an independent party in compliance with applicable laws.

In the conduct of its business, the AIFM's policy is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interests of the AIFM and the Fund or its Shareholders and between the interests of one or more Shareholders and the interests of one or more other Shareholders. For this purpose, the AIFM has implemented procedures that shall ensure that any business activities involving a conflict which may harm the interests of the Company or its Shareholders, are carried out with an appropriate level of independence and that any conflicts are resolved fairly.

Such procedures include, but are not limited to the following:

(a) Procedure to ensure that any voting rights attached to the Company's assets are exercised in the sole interests of the Company and its Shareholders,
(b) Procedures to ensure that any investment activities on behalf of the Company are executed in accordance with the highest ethical standards and in the interests of the Company and its Shareholders,
(c) Procedure on management of conflicts of interest.

Notwithstanding its due care and best effort, there is a risk that the organizational or administrative arrangements made by the AIFM for the management of conflicts of interest are not sufficient to ensure with reasonable confidence, that risks of damage to the interests of the Company or its Shareholders will be prevented. In such case these non-neutralized conflicts of interest as well as the decisions taken will be reported to Shareholders in an appropriate manner (e.g. in the notes to the financial statements of the Company).

Exercise of Voting Rights

The AIFM has a strategy for determining when and how voting rights attached to ownership of a Sub-Fund's investments are to be exercised for the exclusive benefit of the Sub-Fund. A summary of this strategy as well as the details of the actions taken on the basis of this strategy in relation to each Sub-Fund may be obtained from the AIFM upon request.

Best Execution

The Company acts in the best interests of the Shareholders when executing investment decisions. For that purpose, it takes all reasonable steps to obtain the best possible result for the Shareholders, taking into account price, costs, speed, likelihood of execution and settlement, order size and nature, or any other consideration relevant to the execution of the order (best execution).
The best execution policy is available upon request in writing made to the AIFM.

Remuneration

The total amount of remuneration for the financial year paid by the AIFM to its staff and number of beneficiaries and, where relevant, carried interest paid by the Company, is disclosed in the notes to the financial statements of the Company.

Inducements

For distribution activities performed in relation to the Sub-Funds, third parties may be remunerated or compensated in cash on terms that the Company has agreed with such parties, upon prior approval of the AIFM. Any prospective investor may receive further details of such arrangements or any amount received by or shared with such parties on request.

Other disclosures

The following disclosures will be made in the annual report or in another appropriate periodic reporting, and where necessary on an ad hoc basis:

(a) Where available, the historical performance of each Sub-Fund;
(b) Changes to the Depositary Bank's liability;
(c) The loss of an asset or financial instrument;
(d) Any changes to the maximum level of leverage which the AIFM may employ on behalf of each Sub-Fund as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement, if any;

(e) The total amount of leverage employed by each Sub-Fund, if any;
(f) Any new arrangements for managing the liquidity of each Sub-Fund;
(g) The percentage of each Sub-Fund's assets which are subject to special arrangements arising from their illiquid nature;
(h) The risk profile of each Sub-Fund and the risk management systems employed by the AIFM to manage those risks;
(i) Any changes to risk management systems employed by the AIFM in accordance with point (c) of article 23(4) of the AIFM Directive as well as its anticipated impact on each Sub-Fund and their Shareholders.

17.3 Changes to the Offering Document

The Board of Directors, in close cooperation with the AIFM, may from time to time amend this Offering Document. In accordance with applicable Laws and regulations, Shareholders in the Sub-Funds or Share Classes will be informed about the changes and, where required, will be given prior notice of any proposed material changes in order for them to request the redemption of their Shares, without any redemption charges and during at least 30 calendar days following the date of the present notice, should they disagree.

18 LIQUIDATION OF THE COMPANY

In the event of dissolution of the Company, the liquidation shall be carried out by one or several liquidators (whether natural persons or legal entities) named pursuant to a General Meeting effecting such dissolution, in accordance with and subject to the provisions of the 1915 Law, and at which meeting the liquidators' powers and compensation shall be determined. The operations of liquidation will be carried out pursuant to Luxembourg law.

The net proceeds of liquidation in respect of each Sub-Fund or, as the case may be, of each Class of Shares within each Sub-Fund, shall be distributed by the liquidators to the holders of Shares of the relevant Class of Shares in proportion to their holding of such Shares in such Sub-Fund or Class, and whether such proceeds shall be distributed in cash or kind.

If the Company's share capital (i.e. the aggregate of all Sub-Funds) falls below two-thirds (2/3) of the minimum capital (Euro 1,250,000. -), the Board must submit a proposal for the Company's termination to a General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by a simple majority of the validly cast votes.

If the Company's Share capital falls below one quarter (1/4) of the minimum capital (Euro 1,250,000. -), the Board must submit a proposal for the Company's termination to the General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by the Shareholders owning one quarter of the validly cast votes.

The aforesaid meetings shall be convened within 40 (forty) days of the date at which it was ascertained that the net assets fell below two-thirds or one quarter of the minimum capital, respectively. Moreover, the Company may be terminated by resolution of the General Meeting in accordance with the relevant provisions of the Articles of Association.

The resolutions of the General Meeting or of a court of law pronouncing the termination and winding-up of the Company are to be published in accordance with applicable laws. The choice of which newspapers are to carry the publication is made at the discretion of the liquidator(s).

The completion of the liquidation of the Company must in principle take place within a period of nine months from the date of the decision relating to the liquidation. Any funds to which Shareholders are entitled upon the liquidation of the Company and which are not claimed by those entitled thereto prior to the close of the liquidation process shall be deposited for the persons entitled thereto to the *Caisse de Consignation* in Luxembourg in accordance with the 2016 Law.

19 TERMINATION, LIQUIDATION AND CONTRIBUTION OF SUB-FUNDS OR CLASSES OF SHARES

19.1 Liquidation and termination of a Sub-Fund or a Class

The Board may decide to close one or more Classes of Shares or Sub-Funds if the Net Asset Value of a Sub-Fund or of a Class of Shares falls below an amount which the Board, at its discretion, considers not to be viable or if a change in the economic or political situation relating to the Sub-Fund or Class of Shares concerned would justify such liquidation or if necessary in the interest of the Shareholders of the Company.

In such event, the assets of the Sub-Fund or Class of Shares will be realized, the liabilities discharged and the net proceeds distributed to Shareholders in proportion to their holding of Shares in that Sub-Fund or Class of Shares. Notice of the termination of the Sub-Fund or Class of Shares will be given in writing to the Shareholders.

The amounts that have not been claimed by the Shareholders or their beneficiaries at the close of liquidation of a Class of Shares or Sub-Fund shall be deposited with the *Caisse de Consignation* in Luxembourg.

In the event of any contemplated liquidation of any Sub-Fund or Class of Shares, no further issue or redemption of Shares will be permitted after publication of the first notice to Shareholders. All Shares outstanding at the time of such publication will participate in the Company's or Sub-Fund's or Class of Shares' liquidation distribution.

19.2 Contribution of Sub-Funds or Classes of Shares

A liquidation contemplated above may be combined with a contribution to one (1) or several Sub-Fund(s) or Class(es) of Shares within the Company or to one (1) or several other sub-fund(s) or class(es) of shares of another undertaking for collective investment (under the corporate or the contractual type form) in the best interest of the Shareholders and in accordance with applicable laws and regulations.

20 INVESTMENT RISKS

An investment in the Company involves certain risk factors and considerations relating to the Company's structure and investment objectives.

The Company is intended for long-term investors who can bear the risks associated with investing in securities. There is no guarantee that the Company or its Sub-Funds will achieve its/their investment objectives, including the identification of suitable investment opportunities, the successful investment in these suitable investment opportunities and the achievement of targeted rates of return. The risk of partial or total loss of capital exists, and prospective investors should not subscribe to the Company unless they are able to bear the consequences of such loss. Past performance is not a guarantee of future results.

Before making any investment decision with respect to the Shares, the Investor should consult his professional advisers and carefully review and consider such an investment decision in light of the risk factors discussed below, in this section. The following is a brief description of certain factors, which should be considered along with other matters discussed elsewhere in this Offering Document. The following, however, does not purport to be a comprehensive summary of all the risks associated with an investment in the Shares or the Company generally. Rather, the following are only certain particular risks to which the Company is subject that the Company wishes to encourage the Investor to discuss in detail with his professional advisers.

20.1 The AIMF’s risk management process

The AIFM has established and maintains a permanent risk management function that implements effective risk management policies and procedures in order to identify, measure, manage and monitor on an ongoing basis all risks relevant to each Sub-Fund’s investment strategy including in particular market, credit, liquidity, counterparty, operational and all other relevant risks. Furthermore, the risk management process ensures an independent review of the valuation policies and procedures as per article 70 (3) of Commission delegated Regulation (EU) No 231/2013 of December 19, 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision (“AIFM Regulation”).

The risk profile of each Sub-Fund shall correspond to the size, portfolio structure and investment strategy of each respective Sub-Fund.

The Sub-Funds may, for the purpose of (i) hedging, (ii) efficient portfolio management and/or (iii) implementing its investment strategy, use all financial derivative instruments.

The AIFM applies a comprehensive process based on qualitative and quantitative risk measures to assess the risks of each Sub-Fund.

It thereby differentiates between liquid or sufficiently liquid assets and illiquid assets.

(a) Efficient portfolio management techniques

Each Sub-Fund may employ techniques and instruments relating to Transferable Securities and Money Market Instruments, such as securities lending transactions, provided that such techniques and instruments are used for the purposes of efficient portfolio management, in accordance with the investment objective and policy of the Sub-Fund, as set out in its Supplement. The use of such techniques and instruments should not result in a change of the declared investment objective of any Sub-Fund or substantially increase the stated risk profile of the Sub-Fund.

In order to limit the exposure of a Sub-Fund to the risk of default of the counterparty under a securities lending, the Sub-Fund will receive cash or other assets as collateral, as further specified in the below Collateral policy).

Each Sub-Fund may incur costs and fees in connection with efficient portfolio management techniques. In particular, a Sub-Fund may pay fees to agents and other intermediaries, which may be affiliated with the Depositary, the Investment Manager or the Management Company, in consideration for the functions and risks they assume. The amount of these fees may be fixed or variable. Information on direct and indirect operational costs and fees incurred by each Sub-Fund in this respect, as well as the identity of the entities to which such costs and fees are paid and any affiliation they may have with the Depositary, the Investment Manager or the Management Company, if applicable, will be available in the Annual Report and to the extent relevant and practicable, in each Supplement. All revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs and fees, will be returned to the Sub-Fund.

(b) Securities lending

Securities lending transactions consist of transactions whereby a lender transfers securities or instruments to a borrower, subject to a commitment that the borrower will return equivalent securities or instruments on a future date or when requested to do so by the lender, such transaction being considered as securities lending for the party transferring the securities or instruments and being considered as securities borrowing for the counterparty to which they are transferred.

Where specified in its Supplement, a Sub-Fund may enter into securities lending transactions from time to time enter into securities lending transactions for the purpose of efficient portfolio management. The decision to enter into securities lending transactions (or to stop securities lending transactions, temporarily or permanently) will be made on the basis of costs and benefits analysis carried out in the best interest of the shareholders of the relevant Sub-Funds (e.g., at the occasion of large subscriptions or redemptions).

A securities lending agreement is an agreement whereby title to the “loaned” securities is transferred by a “lender” to a “borrower” with the borrower contracting to deliver “equivalent securities” to the lender at a later date (“securities lending”).

Securities lending may be effected only via recognised clearing houses such as Clearstream International or Euroclear, or using first-class financial institutions that specialise in such activities and following the procedure specified by them.

In the case of securities lending transactions, the Company must, in principle, receive collateral, the value of which must at least correspond to the total value of the securities lent out and any accrued interest thereon. This collateral must be issued in a form of financial collateral permitted by the provisions of Luxembourg law. Such collateral is not required if the transaction is effected via Clearstream International or Euroclear, or another organisation which guarantees the Company that the value of the securities lent will be refunded.

The provisions of the section entitled "Collateral management" shall apply accordingly to the management of collateral that was left to the Company within the scope of securities lending. In derogation of the provisions of the section entitled “Collateral management”, shares from the finance sector are accepted as securities within the framework of securities lending.

The AIFM has appointed UBS Europe SE, Luxembourg Branch as securities lending agent to enter into, for and on behalf of the Company, securities lending transactions with UBS Switzerland AG. In its capacity as securities lending agent, UBS Europe SE, Luxembourg Branch is also responsible for management of collateral provided by UBS Switzerland AG, including daily valuation, performing controls regarding the collateral quality, ensuring compliance of UBS Switzerland AG with the collateral terms agreed in the global master securities lending agreement between UBS Europe SE, Luxembourg branch, as agent, and UBS Switzerland AG, as well as other related administrative services. UBS Switzerland AG, in its capacity as lending principal in its own name and for its own account lends the securities borrowed from the Company to other market participants and also performs, to the benefit of the Company certain agent-type activities not performed by the securities lending agent (such as finding ultimate securities lending counterparties and negotiating arm`s length lending terms). By acting as principal, UBS Switzerland AG also provides credit risk intermediation to the benefit of the Company.

UBS Switzerland AG and UBS Europe SE, Luxembourg Branch are remunerated for their services from the gross revenues received from securities lending transactions entered into by UBS Switzerland AG with third party borrowers. The gross revenues are split as follows: 70% is returned to the relevant Sub-Fund, 22,5% is retained by UBS Switzerland AG and 7,5% is retained by UBS Europe SE, Luxembourg Branch.

All fees for operating the securities lending program are paid from the securities lending agent's portion of the gross revenues. This covers all direct and indirect costs incurred through securities lending activities. UBS Europe SE, Luxembourg Branch and UBS Switzerland AG are part of the UBS Group. Furthermore, the Company has drawn up internal framework agreements regarding securities lending. These framework agreements contain, among other things, the relevant definitions, the description of the principles and standards of the contractual management of the securities lending transactions, the quality of the collateral, the approved counterparties, the risk management, the fees to be paid to third parties and fees to be received by the Company, as well as the information to be published in the annual and semi-annual reports.

In general, the following requirements apply to securities lending agreements:

(i) Counterparties to a securities lending agreement will be entities with legal personality typically located in OECD jurisdictions. These counterparties will be subject to a credit assessment. Where the counterparty is subject to a credit rating by any agency registered and supervised by ESMA, that rating shall be taken into account in the credit assessment. Where a counterparty is downgraded to A2 or below (or comparable rating) by such a credit rating agency, a new credit assessment in respect of the counterparty will be undertaken without delay.

(ii) The Company must be able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.

(iii) securities lending agreements do not constitute borrowing or lending for the purposes of the UCITS Directive.

(iv) All the revenues arising from securities lending transactions, net of direct and indirect operational costs/fees, will be returned to the relevant sub-fund.

(v) Any direct and indirect operational costs/fees arising from securities lending transactions that may be deducted from the revenue delivered to the relevant sub-fund must not include hidden revenue. Such direct and indirect operational costs/fees will be paid to the entities outlined in the respective annual or semi-annual report of the Company, which shall indicate the amounts of the respective fees and whether the entities are related to the AIFM or the Depositary.

The Company and its Sub-Funds may under no circumstances deviate from their investment objectives as a result of the securities lending transactions. Equally, the use of these transactions may not cause the risk level of the sub-fund in question to increase significantly with regard to its original risk level (i.e. without the use of these transactions). With regards to the risks inherent to the use of these transactions, reference is made here to the information contained in the paragraph entitled " Securities lending, repurchase and buy-sell back transactions" in the section 20.4 “Other Risk”. The Company ensures that it or one of its appointed service providers will monitor and manage the risks incurred through the use of these transactions, particularly counterparty risk, as part of the risk management procedure. The monitoring of potential conflicts of interest arising from transactions with companies associated with the Company, the AIFM and the Depositary is primarily carried out through reviewing the contracts and corresponding processes on a regular basis. Furthermore, the Company ensures that, despite the use of these transactions, the investors' redemption orders can be processed at any time.”
The Board of Directors of the Company has approved instruments of the following asset classes as collateral from securities lending transactions and determined the following haircuts to be used on these instruments:

Asset class	Minimum haircut (% deduction from market value)
Fixed and variable-rate interest-bearing instruments	
Instruments issued by a state belonging to the G-10 (excluding the US, Japan, the UK, Germany and Switzerland, including their federal states and cantons as issuers) and with a minimum rating of A*	2%
Instruments issued by the US, Japan, the UK, Germany and Switzerland, including their federal states and cantons**	0%
Bonds with a minimum rating of A	2%
Instruments issued by supranational organizations	2%
Instruments issued by an entity and belonging to an issue with a minimum rating of A	4%
Instruments issued by a local authority and with a minimum rating of A	4%
Shares	8%
Shares listed on the following indexes are accepted as permissible collateral:	Bloomberg ID
Australia (S&P/ASX 50 INDEX)	AS31
Austria (AUSTRIAN TRADED ATX INDX)	ATX
Belgium (BEL 20 INDEX)	BEL20
Canada (S&P/TSX 60 INDEX)	SPTSX60
Denmark (OMX COPENHAGEN 20 INDEX)	KFX
Europe (Euro Stoxx 50 Pr)	SX5E
Finland (OMX HELSINKI 25 INDEX)	HEX25
France (CAC 40 INDEX)	CAC
Germany (DAX INDEX)	DAX
Hong Kong (HANG SENG INDEX)	HSI
Japan (NIKKEI 225)	NKY

Netherlands (AEX-Index)	AEX
New Zealand (NZX TOP 10 INDEX)	NZSE10
Norway (OBX STOCK INDEX)	OBX
Singapore (Straits Times Index STI)	FSSTI
Sweden (OMX STOCKHOLM 30 INDEX)	OMX
Switzerland (SWISS MARKET INDEX)	SMI
Switzerland (SPI SWISS PERFORMANCE IX)	SPI
UK (FTSE 100 INDEX)	UKX
U.S. (DOW JONES INDUS. AVG)	INDU
U.S. (NASDAQ 100 STOCK INDX)	NDX
U.S. (S&P 500 INDEX)	SPX
U.S. (RUSSELL 1000 INDEX)	RIY

* In this table, "rating" refers to the rating scale used by S&P. Ratings by S&P, Moody's and Fitch are used with their corresponding scales. If the ratings given to a certain issuer by these rating agencies are not uniform, then the lowest rating shall apply.

** Unrated issues by these states are also permissible. No haircut is applied to these either.

(c) Collateral policy

This section sets out the policy adopted by the Management Company for the management of collateral received for the benefit of each Sub-Fund in the context of OTC financial derivatives instruments and efficient portfolio management techniques (securities lending). All cash or assets received by a Sub-Fund in the context of efficient portfolio management techniques will be considered as collateral for the purposes of this section.

<u>Eligible collateral</u>

Collateral received for the benefit of a Sub-Fund may be used to reduce its counterparty risk exposure if it complies with the conditions set out in applicable laws and regulations. In particular, collateral received for the benefit of a Sub-Fund should comply with the following conditions:

(i) collateral other than cash should be of high quality, highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation;

(ii) collateral should be valued at least on a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place, as further specified below;

(iii) collateral should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty;

(iv) collateral should be sufficiently diversified in terms of country, markets and issuers. The maximum exposure of a Sub-Fund to any given issuer included in the basket of collateral received is limited to 20% of the Net Asset Value of the Sub-Fund. When the Sub-Fund is exposed to different counterparties, collateral received should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation, this limit may be exceeded and up to 100% of the collateral received by a Sub-Fund may consist in Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, by one or more of its local authorities, by a member State of the OECD or the Group of Twenty (G20) such as the United States, and certain other States (currently including the Republic of Singapore and Hong Kong Special Administrative Region of the People's Republic of China) or by a public international body to which one or more Member States are members, provided that such securities or instruments are part of a basket of collateral comprised of securities or instruments of at least six different issues and that securities or instruments from any one issue do not account for more than 30% of the Net Asset Value of the Sub-Fund;

(v) 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 subject to and in accordance with the terms of the Depositary Agreement. 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 subject to and in accordance with the terms of the Depositary Agreement; and

(vi) collateral should be capable of being fully enforced by the Fund at any time without reference to or approval from the counterparty.

Subject to the above conditions, permitted forms of collateral include:

(i) cash and cash equivalents, including short-term bank certificates and Money Market Instruments;
(ii) bonds issued or guaranteed by a Member State, any other member state of the OECD or their local public authorities, by supranational institutions and undertakings with an EU, regional or worldwide scope;
(iii) shares or units issued by money market UCI calculating a daily net asset value and being assigned a rating of AAA or its equivalent;
(iv) shares or units issued by other UCITS investing mainly in bonds and/or shares identified in items (E) and (F) below;
(v) bonds issued or guaranteed by first class issuers offering adequate liquidity; and
(vi) shares admitted to or dealt in on a Regulated Market or on a stock exchange of a member state of the OECD, on the condition that these shares are included in a main index.

Level of collateral

The level of collateral required for OTC financial derivatives transactions and efficient portfolio management techniques will be determined as per the agreements in place with the individual counterparties, taking into account factors including the nature and characteristics of transactions, the creditworthiness and identity of counterparties and prevailing market conditions. At all times the counterparty exposure not covered by collateral will remain below the applicable counterparty risk limits set out in this Prospectus.

It is expected that the amount of collateral posted by a counterparty in favour of each Sub-Fund will be such that the net exposure of the relevant Sub-Fund to that counterparty arising from OTC financial derivatives transactions and efficient portfolio management techniques is aimed to be zero percent (0%) of its Net Asset Value on each Valuation Day: each Sub-Fund is expected to be fully collateralised.

Haircut policy for OTC financial derivatives transactions

Collateral will be valued, on a daily basis, using available market prices and taking into account appropriate discounts which will be determined for each asset class based on the haircut policy adopted by the Management Company. The policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets and, where applicable, the outcome of liquidity stress tests carried out under normal and exceptional liquidity conditions.

(A) Cash collateral

Cash in US Dollars, Swiss Francs, Euros and the Sub-Fund's Reference Currency is accepted as cash collateral.

(B) Eligible countries

Bonds and equities of the following countries are accepted as security collateral:

- Canada (CA-TBill, CA-Bond)
- France (FR-BTAN, FR-OAT)
- Germany (DE-Bond, DE-Note5.5)
- United Kingdom (GB-Gilt)
- United States (US-TNote, US-TBond)
- Netherlands (NL-Bill, NL-Bond)
- Switzerland (CH-Fe)

(C) Government bonds

The following standard haircuts are applied based on the remaining time to maturity to government bonds:

Remaining time to maturity	Haircuts
<1 yr	0.50%
1-5 yr	2%
5-10 yr	4%
>10 yr	5%

Additionally, the following conditions apply to the government bonds eligible as security collateral:

- Negotiable debt obligations must be denominated in the local currency of the issuing country.
- Negotiable debt obligations of the United States must not have been issued prior to 19 July 1984.[2]
- The issuer of negotiable debt obligations must have a local currency sovereign credit rating of (i) AA or better by S&P and/or (ii) Aa2 or better by Moody's.
- Where the local currency sovereign credit ratings of S&P and Moody's differ with respect to the same issuer, the lower of the ratings shall apply.
- If an issuer ceases to have a local currency sovereign credit rating from both S&P and Moody's then negotiable debt obligations of such issuer shall cease to be eligible collateral.

(D) Corporate bonds/covered bonds/equities

Only corporate bonds with a minimum rating of at least AA-/Aa3 are acceptable as collateral. The standard haircuts applied to corporate bonds based on remaining time to maturity and ratings are shown in the table below:

Remaining time to maturity	Rating	Haircuts
<1 yr	AAA	1%
1-5 yr	AAA	4%
5-10 yr	AAA	8%
>10 yr	AAA	8%
<1 yr	AA-/Aa3	1%
1-5 yr	AA-/Aa3	4%
5-10 yr	AA-/Aa3	8%
>10 yr	AA-/Aa3	8%
Equities included in major stock indices		15%

Haircut policy for efficient portfolio management techniques (i.e. securities lending)

Collateral will be valued, on a daily basis, using available market prices and taking into account a haircut of 5 % for all type of security instruments provided as collateral by the fund for SLB and whatever the residual maturity.

Stress tests

Where a Sub-Fund receives collateral for at least 30% of its assets, regular stress tests will be carried out under normal and exceptional liquidity conditions to assess the liquidity risk attached to the collateral. The liquidity stress testing policy includes, without limitation, (i) design of stress test scenario analysis including calibration,

[2] US debt issued prior to this date is not eligible for the portfolio interest exemption for US tax purposes.

certification and sensitivity analysis; (ii) empirical approach to impact assessment, including back-testing of liquidity risk estimates; (iii) reporting frequency and limit/loss tolerance thresholds; and (iv) mitigation actions to reduce loss, including haircut policy and gap risk protection.

Reinvestment of collateral

Non-cash collateral received for the benefit of a Sub-Fund may not be sold, re-invested or pledged. Cash collateral received for the benefit of a Sub-Fund can only be:

(A) placed on deposit with a credit institution which has its registered office in a Member State or a credit institution located in a third-country which is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;
(B) invested in high-quality government bonds;
(C) used for the purpose of reverse repurchase transactions provided the transactions are with credit institutions subject to prudential supervision and the Fund is able to recall at any time the full amount of cash on accrued basis; and/or
(D) invested in short-term money market funds as defined in the Guidelines on a Common Definition of European Money Market Funds issued by ESMA (CESR/10-049) as may be amended from time to time.

Re-invested cash collateral should be diversified in accordance with the diversification requirements applicable to non-cash collateral as set out above. Re-investment of cash collateral involves certain risks for the Sub-Fund.

Centrally cleared OTC derivatives

The Fund may enter into OTC financial derivative instruments cleared through a clearinghouse that serves as a central counterparty. In such case, the Fund's ultimate counterparty is a central clearinghouse rather than a brokerage firm, bank or other financial institution. The Fund initially will enter into cleared derivatives through an executing broker. Such transactions will then be submitted for clearing and held at regulated financial intermediaries that are members of the clearinghouse that serves as the central counterparty. For these trades, the Fund will post and/or receive collateral for the benefit of a Sub-Fund in the form of daily margin payments in accordance with the rules of the applicable clearinghouse, including rules on acceptable forms of collateral, collateral level, valuation and haircuts. The Fund will ensure that the relevant clearinghouse rules and functioning are in accordance with its collateral policy.

(d) Leverage

The AIFM will for each Sub-Fund provide to competent authorities and investors the level of leverage of such Sub-Fund both on a gross and on a commitment method basis in accordance with the gross method as set out in article 7 of the AIFM Regulation and the commitment method as set out in article 8 of the AIFM Regulation.

The AIFM will set a maximum level of leverage which may be employed within each respective Sub-Fund as specified in each Appendix. In case the leverage employed as calculated according to the commitment methodology exceeds three times its net asset value, a special disclosure in accordance with article 110 of the AIFM Regulation will be made.

(e) Liquidity Management

The AIFM employs appropriate liquidity management methods and adopts procedures which enable it to monitor the liquidity risk of each Sub-Fund. The AIFM ensures that, for each Sub-Fund it manages, the investment and financing strategy, the liquidity profile and the redemption policy are consistent.

The Board may, under exceptional circumstances and in the interest of the relevant Sub-Fund or of the Shareholders of the relevant Sub-Fund, apply gates and/or side pockets.

The above shall not apply to un-leveraged closed-ended Sub-Funds in accordance to the ESMA Guidelines 2012/844.

20.2 Risks related to the nature of investments

a) Equity risk

The Sub-Funds, if investing in common stocks and other equity securities, are subject to market risk that historically has resulted in greater price volatility than experienced by bonds and other fixed income securities.

b) Illiquidity of Investments

Although the Company may acquire securities that trade publicly or that are issued by companies that have another class of securities that trade publicly, there can be no assurance that there will be a ready market for each type of the Company's assets at the time it may be necessary to dispose of the same. There are substantial costs associated with the disposition of such investments, including, inter alia, sales brokerage and legal costs.

c) Currency risk

Investments of the Company may be made in other currencies than the Euro and therefore be subject to currency fluctuations which affect the Net Asset Value of the Company as defined in section "Net Asset Value". Currencies of certain countries may be volatile and therefore may affect the value of securities denominated in such currencies, which means that the Company's Net Asset Value could decline as a result of changes in the exchange rates between foreign currencies and the Euro. For Sub-Funds implementing a systematic hedging, a residual currency risk may exist due to the imperfection of the hedging.

d) Limited Market for investor interests/restrictions on transfer of Shares

While the investors will have the right to transfer their Shares to another party provided such party is a Well-Informed Investor and subject to certain other restrictions either pursuant to applicable laws, the Articles of Association or otherwise, there is not expected to be a liquid, secondary trading market for the Company's Shares. For these reasons, investors will be required to bear the financial risks of their investment until redemption.

e) Interest Rate and Hedging Risks

The Company's performance may be affected adversely if it fails to limit the effects of changes in interest rates on its operations by employing an effective hedging strategy, including engaging in interest rate swaps, caps, floors and other interest rate contracts, and buying and selling interest rates futures and options on such futures. Should the Company so elect (and it will be under no obligation to do so), the use of these derivative instruments to hedge a portfolio of investments carries certain risks, including the risks that losses on any hedge position will reduce its earnings and the proceeds available for distribution to the investor, and indeed, that such losses may exceed the amount invested in such derivative instruments. There is no perfect hedge for any investment, and a hedge may not perform its intended purpose of offsetting losses on a given investment.

f) Distributions

The Company depends on payments it receives from its subsidiaries or other investments held directly in order to make distributions to the investor. The timing of and the ability of certain subsidiaries to make payments may be limited by applicable law and regulations.

g) Lack of diversification

The Company may diversify its portfolio by investing in one or more assets in accordance with its investment and operating criteria, however, subject to these limits, investments by the Company may be weighted to certain types of assets and in certain geographic markets and there can be no guarantees as to the diversification of the Company's assets. Events that impact a specific investment, a specific asset held by the Company or a region in which the Company has assets may have a material impact on the Company's performance.

h) Sustainability risk

Pursuant to EU 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 Sub-funds are required to disclose the manner in which Sustainability risks (as defined hereafter) are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability risks on the returns of the Sub-funds.

Sustainability risk is 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 Sub-funds ("Sustainability risk)".

Such risk is principally linked to climate-related events resulting from climate change (the so-called physical risks) or to the society's response to climate change (the so-called transition risks), which may result in unanticipated losses that could affect the Subfunds' 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.

Sustainability risks are integrated in the investment decision making and risk monitoring to the extent that they represent potential or actual material risks and/or opportunities to maximising 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.

20.3 Risks associated with the terms and conditions of the Company

a) Limitations on the redemption and transfer of Shares

Prospective investors should not invest unless they are prepared to retain their investment until the Company/Sub-Fund may terminate. Shareholders may not be able to redeem their Shares and there will be no active secondary market for the Shares.

No Shareholder may transfer its Shares in the Company to another existing or prospective investor without the written consent of the Board. The Shareholder wishing to transfer interests in the Company will be responsible for all costs associated with any attempted or realised transfer.

b) Dilution from subsequent subscriptions

Shareholders subscribing for Shares in the Sub-Fund will participate in existing investments of the relevant Sub-Fund, diluting the interest of existing Shareholders.

c) Shareholders bear the cost of all fees and expenses

By paying the above-mentioned all-in fee, the Shareholders pay all expenses of the Company including management fees, abort fees, introduction and transaction fees, and third party advisers' fees. This may result in a higher expense for Shareholders than if Shareholders invested directly in the underlying assets of the Company.

d) Compulsory redemption of Shareholder's Shares

The Board is entitled to redeem the Shareholders' holding if the Board determines in its sole discretion that the Shareholder is or has become ineligible as an investor, including the qualification as a Restricted Person, or that the continued participation of the Shareholder in the Company may adversely affect the Company. Such compulsory redemption may cause the Shareholder to realise a materially lower return than would be the case if the Shareholder did not suffer a compulsory redemption.

20.4 Other risks

a) Dependence on the AIFM relationship

All decisions relating to the general management of the Company will be made by the Board or, to the extent delegated by the Board, then by the AIFM or its agents. All investment decisions with respect to the assets of the Sub-Funds will be taken by the AIFM, or to the extent delegated by the AIFM, by the Investment Manager. The investment performance of the Company depends largely on the ability of the AIFM.

b) Taxation

An investment in the Company involves a number of complex tax considerations including taxation of subsidiaries and of distributions and dividends paid across national boundaries. Changes in tax legislation in any of the countries in which the Company will have investments, or changes in tax treaties negotiated by those countries, could adversely affect the returns from the Company to the investor. No assurance can be given on the actual level of taxation suffered by the Company. The investor should consult his own tax adviser on the tax implications for them of investing, holding and disposing of Shares and receiving distributions in respect of Shares in the Company.

c) Changes in applicable law

The Company must comply with various legal requirements, including requirements imposed by the securities laws and companies' laws in various jurisdictions, including Luxembourg. Should any of those laws change over the term of the Company, the legal requirements to which the Company and the Investor may be subject could differ materially from current requirements.

d) Securities lending, repurchase and buy-sell back transactions

Repurchase agreements and buy-sell back 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 repurchase agreements and buy-sell back 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.
Repurchase agreements and buy-sell back 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 Fund 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 subject to the conditions and limits set out in this Prospectus. Securities lending transactions involve counterparty risk, including the risk that the securities lent cannot be returned or redeemed on time. If the borrower of securities fails to return the securities lent by a sub-fund, there is a risk that the collateral received may be realised at a lower value than the securities lent, whether due to inaccurate pricing of the collateral, adverse market movements, a deterioration in the creditworthiness of the collateral issuer, illiquidity of the market on which the collateral is traded, negligence or insolvency of the custodian holding collateral or termination of legal agreements, e.g. due to insolvency, which adversely affects the performance of the Sub-Fund. If the other party to a securities lending transaction should default, the Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the collateral held by the Company in connection with the securities lending transaction are less than the value of the securities lent. In addition, in the event of the bankruptcy or similar proceedings of the other party to the securities lending transaction or its failure to return the securities as agreed, the sub-fund could suffer losses, including loss of interest on or principal of the securities and costs associated with delay and enforcement of the securities lending agreement.

The Sub-Funds will only use securities lending transactions for the purpose of either reducing risks (hedging) or generating additional capital or income for the relevant Sub-Fund. When using such techniques, the Sub-Fund will comply at all times with the provisions set out in this Prospectus. The risks arising from the use of securities lending transactions will be closely monitored and techniques (including collateral management) will be employed to seek to mitigate those risks. Although it is expected that the use of securities lending transactions will generally not have a material impact on a Sub-Fund's performance, the use of such transactions may have a significant effect, either negative or positive, on the Sub-Fund's net asset value."

e) Collateral management

Counterparty risk arising from investments in OTC financial derivative instruments and securities lending transactions, repurchase agreements and buy-sell back transactions is generally mitigated by the transfer or pledge of collateral in favour of the Sub-Fund. However, transactions may not be fully collateralised. Fees and returns due to the Sub-Fund may not be collateralised. If a counterparty defaults, the Sub-Fund may need to sell non-cash collateral received at prevailing market prices. In such a case the Sub-Fund could realise a loss due, inter alia, to inaccurate pricing or monitoring of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral or illiquidity of the market on which the collateral is traded. Difficulties in selling collateral may delay or restrict the ability of the Sub-Fund to meet redemption requests. 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.

APPENDIX 1: SHORT DURATION CREDIT

1. Investment Objective and Policy

1.1. Investment objective of the Sub-Fund

The primary investment objective of the Company is to provide investors with an opportunity to invest in professionally managed portfolios with the aim of spreading investment risks.

1.2. Investment policy of the Sub-Fund

In order to achieve its objective, the Sub-Fund will follow an opportunistic strategy and shall invest:

a) A maximum of 85% of its assets in private placements bonds. In this context, private placement shall mean the sale of debt directly to a limited number of investors, in contrast with bilateral loans which are loan agreements between a borrower and a single lender. These investments shall be made in instruments issued by corporate issuers domiciled in Europe. Typically, these private placements are not listed and non-rated or rated below investment grade.

b) A maximum of 100% of its assets in fixed income asset classes, including money market instruments, bonds, notes and inflation linked bonds. These investments may be made in instruments issued by sovereign or corporate issuers domiciled in developed or emerging markets as well as in instruments non-rated or rated below investment grade. Every country which is not classified as "high-income economy" by the World Bank is considered an emerging market country.

Investments in the aforementioned fixed income securities may be made directly or indirectly via collective investment schemes, including index trackers and exchange-traded funds (the “Target Funds”).

The Sub-Fund’s investments in Target Funds must not exceed 85% of the Sub-Fund´s net assets in aggregate but these Target Funds will need to have a valuation frequency identical or higher than the frequency of the computation of the net asset value of the Sub-Fund with the exception that a maximum of 10% of the Sub-Fund’s net asset might be invested in closed-ended Target Funds. The Sub-Fund may invest up to 15% of its net assets in structured products on any asset classes (including securities with embedded derivatives such as convertible bonds, warrants, credit linked notes, euro medium term notes, euro multilateral trading facilities, certificates indexed on the volatility of the equity markets). This includes any type of asset-backed securities (ABS), rated or not, of any issue size.
The Sub-Fund may invest up to 70% of its net assets in alternative funds.

The modified duration of the Sub-Fund shall not exceed 3.

The Sub-Fund:
a) may invest in over-the-counter (OTC) derivatives or in derivatives traded on regulated markets. Such derivatives shall include, but shall not be limited to futures, forwards, and options on interest rates as well as credit default swaps. OTC derivatives transactions may only be effected with first-class financial institutions specializing in this type of transactions.
b) may hold up to 100% of its net assets in cash subject to the risk diversification rules specified in section 5.2 (“Investment Restrictions”) of chapter 5. (“Investment Objective and Investment Restrictions”).
c) may not invest more than 85% of its assets in non-rated instruments.
d) may not invest more than 20% of its assets in issuers domiciled in emerging markets.
e) shall exclusively invest in Euro and in USD denominated securities. The Sub-Fund’s exposure to the USD will be limited to a maximum 30% of its net assets and will not be hedged.
f) may borrow on a temporary basis up to 10% of its net assets.
g) may enter into securities lending transactions;
h) may not enter into repurchase agreements, nor may it grant loans or act as guarantor for third parties.
i) shall not carry out short sales of securities or money market instruments.

The Sub-Fund may employ securities lending. Under normal circumstances, it is generally expected that the actual percentage of the assets held by the Sub-Fund that may be subject to securities lending transactions at any time range between 0 and 30% of such Sub-Fund's net assets. In exceptional circumstances and exclusively on a temporary basis, such percentage may be increased up to a maximum of 60 % of the Sub-Fund's net assets. The securities lending principal is a member of the UBS Group.

2. Reference Currency

The Reference Currency of the Sub-Fund is EUR.

3. Investment Manager

The AIFM has appointed Midas Wealth Management S.A. as Investment Manager for the Sub-Fund pursuant to the Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010. The Investment Manager is authorised for the purpose of asset management and regulated by the CSSF. The relationship between the AIFM and the Investment Manager is subject to the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Manager has full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of each Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Investment Manager has authority to act on behalf of the Company.

The Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Portfolio Management Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Portfolio Management Agreement contains provisions exempting the Investment Manager from liability and indemnifying the Investment Manager in certain circumstances. In particular, the Investment Manager will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Investment Manager's negligence or wrongful failure. The liability of the Investment Manager towards the AIFM will not be affected by any delegation of functions by the Investment Manager.

4. Risk factors

The main risks facing investors who purchase units in this Sub-Fund are as follows:

a) **Capital loss risk**

The Sub-Fund has no capital protection or guarantee. Therefore, investors may not get back the full amount of their initial capital invested.

b) **Discretionary management risk**

The discretionary management style that is applied to the Sub-Fund is based on anticipation of developments in different markets and on selection of the securities. However, the Sub-Fund may not always be invested in the best-performing markets or securities.

c) **Overexposure risk**

The Sub-Fund may be exposed to the risk of overexposure insofar as it may invest in derivative products with leverage. This risk translates into a more rapid fall in net asset value if the markets decline.

d) **Interest rate risk**

Interest rate risk is the risk of rate instruments falling owing to changes in interest rates. At times when interest rates are rising (positive sensitivity) or falling (negative sensitivity), the net asset value may fall significantly. In addition, the Sub-Fund can use derivatives as well as securities in the investment portfolio. The Sub-Fund's net asset value may fall in the event of unfavourable market trends.

e) **Liquidity risk**

The Sub-Fund invests in financial instruments that may have low liquidity under certain circumstances. These market conditions may affect the prices at which the manager initiates or liquidates positions and result in the net asset value of the Sub-Fund falling.

f) **Volatility risk**

An increase or decrease in volatility may cause a fall in net asset value. The Sub-Fund is exposed to this risk, in particular through derivatives.

g) **Market risk**

Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund's ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.

h) **Currency risk**

The value of the Shares may be affected by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.
Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

i) **Emerging Market Countries risk**

Emerging markets are located in countries that possess one or more of the following characteristics: A certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as political risks, economical risks, credit and creditor risks, exchange rate risks, market liquidity risks, legal risks, settlement risks, market risks, shareholder risk. All above factors may be aggravated by the conditions prevailing in individual emerging markets. It must also be borne in mind that companies are selected regardless of their market capitalization (micro, small, mid, large caps), sector or geographical location. This may lead to a concentration in geographical or sector terms.

j) **High Yield Investments risk**

Since this Sub-Fund may invest in debt and money market instruments in the non-investment grade sector, the underlying instruments may present a greater risk in terms of downgrading or may exhibit a greater default risk than instruments of first-class issuers. The higher return should be viewed as compensation for the greater degree of risk attached to the underlying instruments and the Sub-Funds' higher volatility.

k) **Financial Derivative Instruments risk**

Investments in derivatives may expose the Sub-Fund to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

l) **Target Funds risk**

The Sub-Fund may invest in Target Funds domiciled in jurisdictions where these vehicles are not subject to control by a supervisory authority affording investors a protection equivalent to that in Luxembourg.
Consequently, shareholders of theses Target Funds cannot benefit from the protection ensured by such a supervisory authority. The Board of Directors intends to reduce this risk by investing in selected Target Funds recognised for the quality of their respective promoters, depositary banks, managers and auditors.
Target Funds in which the Sub-Fund invests may have been recently set up and have little or no performance record as proof of the efficiency of their management. The Board of Directors intend to reduce this risk by investing in recently set up Target Funds selected for the quality and past experience of their respective managers.
Although the Portfolio Manager intends to monitor investments and transactions carried out by the Target Funds in which the Sub-Fund has invested part of its assets, investment decisions are normally taken independently at the level of these undertakings by their respective managers. It may be possible that some managers take positions simultaneously in the same security or in securities of the same sector or country or issued in the same currency, or in the same commodity. It is also possible that an undertaking for collective investment buys an instrument at the same time another decides to sell it.
There is no guarantee that the selection of managers of Target Funds will effectively result in a diversification of investment styles and that the position of Target funds would always be coherent.
When the Sub-Fund principally invests in Target Funds, the Portfolio Manager will make its best efforts so as to assure that the Sub-Fund's portfolio of Target Funds shall always present appropriate liquidity features to enable it to meet its obligation to repurchase its shares. Therefore, the Portfolio Manager will take care to select Target Funds, which offer investors the possibility of requesting the redemption of their shares within reasonable time periods. However, there is no guarantee that the market liquidity for investments in such Target Funds will always be sufficient to satisfy redemption requests favourably at the exact time they are submitted. The attention of the potential investor is drawn to the impact that any absence of liquidity of the Target Funds may have on the liquidity of the Sub-Fund's and on the value of its investments. For this reason, the processing of redemption requests may be postponed under exceptional circumstances, including in the case of an absence of liquidity which may make calculation of the Net Asset Value of the Sub-Fund's shares difficult and, consequently, lead to the suspension of the issue and redemption of the Sub-Fund's shares.

m) **Structured Products**

Structured products are financial instruments which are a combination of different other financial instruments, including derivatives, which are embedded in such a structured product. Structured products are frequently set up in a form of a certificate and created to customize the desired pay off patterns. Structured products may be highly complex, in particular in cases of embedded derivatives.
The potential investors must bear in mind that the structured products are subject to the credit and liquidity risks to a very high degree. Furthermore, the structured products are often subject to prepayment, reinvestment and volatility risks and may, thus, be exposed to a greater risk than direct investments would be. Given that the structured products often replicate other financial instruments, composites of securities or other baskets on such securities, they may correlate with them to a very high extent. Such high (positive or negative) correlation might result in the structured product additionally becoming subject to the same risks as the financial instruments, composite of securities or baskets thereon replicated by the relevant structured product. These risks might then in particular be market risk, interest rate risk, foreign exchange risk etc. Substantial losses due to the use of structured products are possible at any time.

n) **Asset Backed Securities (ABS)**

An asset-backed security (ABS) is an investment security - a bond or note - which is collateralized by a pool of assets, such as loans, leases, credit card debt, royalties, receivables or private debts.

Important determinants of the risks associated with holding asset backed securities include the characteristics of the underlying collateral (such as default rates and recovery rates), relative seniority or subordination of the class of asset-backed securities, the relative allocation of principal and interest payments in the priorities by which such payments are made under the governing documents and how credit losses affect the issuing vehicle. Compared with other interest-bearing securities, these securities may be subject to additional or higher risks, including but not limited to: Counterparty default risks (The issuer may no longer be able to meet its obligations, which may lead to an increase in the counterparty default risk in the receivables pool), liquidity risks (Despite admission to a stock exchange, investments in ABS may be illiquid) and credit default risks (There is a risk that claims from the underlying pool will not be serviced).

o) **Private Placements Bonds**

Investments in private placements bonds entail a number of specific risks different to those of the traditional investments. In particular, investments in private placements bonds are, among other things, characterised by their illiquidity, long-term investment horizon and uncertainty about their outcome. Potential investors should especially consider future payoff, timing of exit and probability of failure of the undertaking.

p) **Lack of Liquidity of Investments**

As the Sub-Fund may invest in illiquid investments that have no established market, there will be no market for some of the Sub-Fund investments. Furthermore, in some cases the Sub-Fund may be prohibited by contract from selling investments.

q) **Non-exhaustive Risks Description**

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.

To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Portfolio Manager. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

5. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.
The commitment method entails converting positions in derivative financial instruments into the corresponding underlying positions.

The Sub-funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the gross method as defined in article 7 of the Commission Delegated Regulation (EU) No 231/2013 is generally expected to amount to up to 600% of the respective Sub fund's net asset value.
The Sub-funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the commitment method as defined in article 8 of the Commission Delegated Regulation (EU) No 231/2013 is generally expected to amount to up to 300% of the respective Sub fund's net asset value.
The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly

conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

6. Profile of the Typical Investor

The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment. Investors are also strongly advised to diversify their investments sufficiently so as not to be exposed solely to the risks of this Sub-Fund.

7. Valuation Date

The Valuation Date of the Classes of Shares A and B is determined on a quarterly basis, on 31 March, on 30 June, on 30 September and 31 December of each year.
The Valuation Date of the side pocket Class of shares (SP) is determined on a semi-annual basis i.e. on 30 June and 31 December of each year.
The Net Asset Value of the respective Classes of Shares is, as a matter of principle, calculated on within four (4) months as from the respective Valuation Date (the "NAV Calculation Day"). The Net Asset Value of the respective Classes of Shares will be rounded down to two decimal places.

8. Available Share Classes

The Classes available in this Sub-Fund are listed in the table below.

Classes of Shares	Income policy	Currency	Hedged against currency exposure	Investors
A	Accumulation	EUR	n/a	Well-Informed-Investors. Reserved for investors having signed a discretionary portfolio management mandate with Midas Wealth Management S.A. or to investors subscribing through a strategic partner of Midas Wealth Management S.A.
B	Accumulation	EUR	n/a	Well-Informed-Investors.
SP	Accumulation	EUR	n/a	Owner of Class A shares as per December 31, 2022

The side pocket Class of shares (SP) has been created to keep some assets until the resolution of a special event or circumstance for the purpose of segregating these assets from the remainder of the Sub-Fund's portfolio.

9. Subscription

Subscriptions may be made only in amounts.

Applications for Shares must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable on the relevant Valuation Date. Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.

The subscription amount to be paid by investors must be received by the Fund or its delegates at the latest on the applicable Valuation Date. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.

Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount	Applicable Valuation Dates	Cut-off time
A	1'000.-	0	EUR 100'000.-	Any Valuation Date	3:00 pm (CET)
B	1'000.-	0	EUR 100'000.-	Any Valuation Date	3:00 pm (CET)

The Fund may in its discretion waive minimum subscription and/or holding amounts (if any). In such latter case, the Fund will ensure that concerned investors are equally treated.

The SP (side pocket Class of shares) is closed for subscription as it has been created with the intention to be liquidated.

10. Redemption

Redemptions may be made in amounts or in a number of Shares.

Redemption orders must be received by the Registrar and Transfer Agent at least 90 calendar days before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable on the relevant Valuation Date. Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.

Redemption amounts are paid to the Shareholders at the latest thirty (30) Business Days as from the NAV Calculation Day following the applicable Valuation Date.

Shares are redeemed at the following conditions per Share Class:

Classes of Shares	Redemption fee (Maximum)	Minimum holding amount	Applicable Valuation Dates	Cut-off time
A	0	0	Any Valuation Date	3:00 pm (CET)
B	0	0	Any Valuation Date	3:00 pm (CET)

The SP (side pocket Class of shares) is closed for redemption and could only be compulsory redeemed or cancelled at the initiative of the Board of Directors upon realisation of the investments attributed to it.

11. Valuation principles
See Chapter 12.
With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:

- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 4%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

12. Expenses

Fees & expenses	Classes of Shares	
	A	B
Management Fee	Max 0.90%	Max. 1.35%
Performance Fee	10%	10%
Taxe d'abonnement	0.01%	0.01%

The "**Reference Period**" will start on the 1st of May 2018 or with the launch of the relevant Share Class, as the case may be, and will end on 31 December of the relevant year for the first time. Following this date, the Reference Period shall coincide with the calendar year.

For each Reference Period, if the Out-Performance is positive, a Performance Fee provision equals to a percentage (defined above in the Share Class table in "Performance Fee") of the Out-Performance will be retained in the Sub-Fund.

The "**Out-Performance**" for any Reference Period is equal to the difference between 1) the Sub-fund's Net Asset Value (prior to reduction of any accrued Performance Fee) and 2) the Benchmark.

The "**Benchmark**" for any given Reference Period is the Sub-Fund's Net Asset Value per Share as of the last Valuation Day of the previous Reference Period increased by the performance of the Hurdle Rate over the given Reference Period.

The "**Hurdle Rate**", in respect of each Class of Shares, is 5%, applicable on the relevant Reference Period.

The Performance Fee shall be crystallised at the end of each Valuation Date.

Payment of the Performance Fee shall be made on a yearly basis within the month following the end of the respective financial year.

In addition, each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses:

AIFM Fee 0.04% of the NAV with minimum fee per annum of EUR 30,000.-

Depositary Bank fee In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV (with minimum fee per annum of EUR 20,000. - but reduced to EUR 15,000. - for the first year) + depository monitoring fee of EUR 10,000 (excluding VAT).

Central Administration In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV (with minimum fee per annum of EUR 20,000 but reduced to EUR 15,000. - for the first year).

With the exception of the management and performance fees which will be waived, the SP Class of shares will continue to bear the ongoing costs and an accrual will be created to cover fees charged by Central Administration, Depositary Bank, AIFM, transaction costs and other expenses such as expenses of the legal advisor, of the external appraisal and of the independent auditors. This means that shareholders will share equally these costs in proportion to their shareholding in the existing Classes of shares A. The accruals will impact the net asset value per share of the SP Class of shares.

APPENDIX 2: GIRL POWER

1. Investment Objective and Policy

1.1. Investment objective of the Sub-Fund

The objective of MWM III SICAV-RAIF Girl Power ("the Sub-Fund") is to achieve an overall return by dynamically adjusting risk exposures for the purpose of optimizing its risk/return profile. In order to reduce the overall volatility of the Sub-Fund in adverse market conditions, the Sub-Fund shall focus on dynamic allocation in order to achieve consistent performance.

1.2. Investment policy of the Sub-Fund

a) The Sub-Fund may invest up to 100% of its net assets in fixed income asset classes, including money market instruments, bonds, contingent convertible bonds (referred to as "CoCos"), notes, and inflation linked bonds across the quality spectrum (i.e. without minimum rating requirement) and irrespective of their duration. Up to 100 % of the Sub-Fund's net assets may be invested in bonds with a rating below investment grade and/or unrated bonds.
These fixed income instruments may be issued by sovereign or corporate issuers which may include issuers domiciled in an Emerging Market Country. The term "Emerging Market Country" shall be understood as a "non-high income" OECD country, as defined by the World Bank.
Up to 20% of the Sub-Fund's net assets may be invested in CoCos. These CoCos are, in principle, fixed income debt securities with hybrid character. Although being issued in form of debt securities with fixed coupon, they will be converted into corporate shares (usually equities) of the issuer or amortized in case a pre-defined trigger event occurs (e.g. a shortfall in the core tier one capital ratio of the issuer under a certain level).
Investments in the aforementioned fixed income securities may be made directly or indirectly via collective investment schemes, including index trackers and exchange-traded funds (the "Target Funds").

b) Additionally, the Sub-Fund may invest directly or indirectly via Target Funds, up to 100% of its net assets in equity and equity-type securities, including securities granting voting rights, traded on a regulated market which operates regularly, is recognised and open to the public. The Sub-Fund may not acquire equities or equity-type securities carrying voting rights which would enable it to exercise significant influence over the management of the relevant issuing body. A significant portion of the equity and equity-type securities in which the Sub-Fund invests may be issued by companies domiciled in, and/or which conduct their main business activities in, and/or which have an exposure to an Emerging Market Country. Moreover, the Sub-Fund may invest directly or indirectly via Target Funds, up to 60 % of its net assets in publicly listed equity securities of smaller capitalization companies.

c) The Sub-Fund (the "Cross-Investing Sub-Fund") may invest in one or more other Sub-Funds (the "Target Sub-Fund) subject to the following conditions:
    a. The Cross-Investing Sub-Fund may invest up to 30 % of its assets per Target Sub-Fund;
    b. The Target Sub-Fund may not invest in the Cross-Investing Sub-Fund.

d) The Sub-Fund may invest in over-the-counter (OTC) derivatives or in derivatives traded on regulated markets. Such derivatives shall include, but shall not be limited to, futures, forwards, and options on equities, interest rates, and currencies, as well as credit default swaps. OTC derivatives transactions may only be effected with first-class financial institutions specializing in this type of transactions. The use of the abovementioned derivatives may result in net exposure of up to 110% of the net assets of the Sub-Fund.

e) Furthermore, the Sub-Fund may invest up to 30% of its net assets in structured products on any asset classes (including securities with embedded derivatives such as convertible bonds, warrants, credit linked notes, euro medium term notes, euro multilateral trading facility, certificates indexed on the volatility of the equity markets). This includes any type of asset-backed securities (ABS), rated or not, of any issue size .

f) The Sub-Fund may invest 20% of its net assets in Alternative or Hedge funds.

g) In addition, the Sub-Fund may also invest indirectly up to 20% in commodities via other Target Funds, Exchange Traded Commodities (ETCs), commodity derivatives and/or structured products, as specified under item d) above. These commodity derivatives must be non-deliverable or must be settled prior to the delivery.

h) The Sub-Fund may invest up to 10% of its net assets in the asset class private equity and/or venture capital and/or Private Debt. This type of investment will not have any geographical limitation and could be done directly via minority stake in a non-listed company or indirectly via a special purpose vehicle in order optimize the operational and/or tax framework or to comply with regulatory constraints.
i) On ancillary basis, the Sub-Fund may engage in active currency allocation by entering into forward or currency futures contracts.
j) The Sub-Fund may hold up to 100% of its net assets in cash subject to the risk diversification rules specified in section 2 ("Investment Restrictions") of chapter 5 ("Investment Objective and Investment Restrictions").
k) The Sub-Fund may invest worldwide and in any currency.
l) The Sub-Fund may borrow on a temporary basis up to 10% of its net assets.
m) The Sub-Fund may enter into securities lending transactions;
n) The Sub-Fund may not enter into repurchase agreements, nor may it grant loans or act as guarantor for third parties.
o) The Sub-Fund may not directly invest in real estate.
p) The Sub-Fund shall not carry out short sales of securities or money market instruments.

The Sub-Fund may employ securities lending. Under normal circumstances, it is generally expected that the actual percentage of the assets held by the Sub-Fund that may be subject to securities lending transactions at any time range between 0 and 30% of such Sub-Fund's net assets. In exceptional circumstances and exclusively on a temporary basis, such percentage may be increased up to a maximum of 80 % of the Sub-Fund's net assets. The securities lending principal is a member of the UBS Group.

2. Reference Currency

The Reference Currency of the Sub-Fund is EUR.

3. Investment Manager

The AIFM has appointed Midas Wealth Management S.A. as Investment Manager for the Sub-Fund pursuant to the Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010. The Investment Manager is authorised for the purpose of asset management and regulated by the CSSF. The relationship between the AIFM and the Investment Manager is subject to the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Manager has full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of each Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Investment Manager has authority to act on behalf of the Company.

The Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Portfolio Management Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Portfolio Management Agreement contains provisions exempting the Investment Manager from liability and indemnifying the Investment Manager in certain circumstances. In particular, the Investment Manager will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Investment Manager's negligence or wrongful failure. The liability of the Investment Manager towards the AIFM will not be affected by any delegation of functions by the Investment Manager.

4. Risk factors

Potential investors should inform themselves, and where appropriate consult their investment adviser, as to the tax consequences of purchasing, holding, converting, redeeming or otherwise disposing of Shares under the Law of their country of citizenship, residence or domicile.

Market Risk

Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund's ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.

Currency Risks

The value of the Shares may be affected by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.
Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

Interest Rate Risk

Shareholders must be aware that an investment in the Shares may be exposed to interest rate risks.
These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Fund. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher risk, with a higher probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bond or debt instruments (which may fall to zero) may be affected.

Emerging Market Countries

Emerging markets are located in countries that possess one or more of the following characteristics: A certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as political risks, economical risks, credit and creditor risks, exchange rate risks, market liquidity risks, legal risks, settlement risks, market risks, shareholder risk. All above factors may be aggravated by the conditions prevailing in individual emerging markets. It must also be borne in mind that companies are selected regardless of their market capitalization (micro, small, mid, large caps), sector or geographical location. This may lead to a concentration in geographical or sector terms.

High Yield Investments

Since this Sub-Fund may invest in debt and money market instruments in the non-investment grade sector, the underlying instruments may present a greater risk in terms of downgrading or may exhibit a greater default risk than instruments of first-class issuers. The higher return should be viewed as compensation for the greater degree of risk attached to the underlying instruments and the Sub-Funds' higher volatility.

Financial Derivative Instruments

Investments in derivatives may expose the Sub-Fund to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

Target Funds

The Sub-Fund may invest in Target Funds domiciled in jurisdictions where these vehicles are not subject to control by a supervisory authority affording investors a protection equivalent to that in Luxembourg.
Consequently, shareholders of theses Target Funds cannot benefit from the protection ensured by such a supervisory authority. The Board of Directors intends to reduce this risk by investing in selected Target Funds recognised for the quality of their respective promoters, depositary banks, managers and auditors.
Target Funds in which the Sub-Fund invests may have been recently set up and have little or no performance record as proof of the efficiency of their management. The Board of Directors intend to reduce this risk by investing in recently set up Target Funds selected for the quality and past experience of their respective managers.
Although the Portfolio Manager intends to monitor investments and transactions carried out by the Target Funds in which the Sub-Fund has invested part of its assets, investment decisions are normally taken independently at the level of these undertakings by their respective managers. It may be possible that some managers take positions simultaneously in the same security or in securities of the same sector or country or issued in the same currency, or in the same commodity. It is also possible that an undertaking for collective investment buys an instrument at the same time another decides to sell it.
There is no guarantee that the selection of managers of Target Funds will effectively result in a diversification of investment styles and that the position of Target funds would always be coherent.
When the Sub-Fund principally invests in Target Funds, the Portfolio Manager will make its best efforts so as to assure that the Sub-Fund's portfolio of Target Funds shall always present appropriate liquidity features to enable it to meet its obligation to repurchase its shares. Therefore, the Portfolio Manager will take care to select Target Funds, which offer investors the possibility of requesting the redemption of their shares within reasonable time periods. However, there is no guarantee that the market liquidity for investments in such Target Funds will always be sufficient to satisfy redemption requests favourably at the exact time they are submitted. The attention of the potential investor is drawn to the impact that any absence of liquidity of the Target Funds may have on the liquidity of the Sub-Fund's and on the value of its investments. For this reason, the processing of redemption requests may be postponed under exceptional circumstances, including in the case of an absence of liquidity which may make calculation of the Net Asset Value of the Sub-Fund's shares difficult and, consequently, lead to the suspension of the issue and redemption of the Sub-Fund's shares.

Commodities

Investment in commodities, precious metals or commodity-linked derivatives may subject the Sub-Fund to greater volatility than investments in traditional securities and the risk of loss is very high. The value of commodity-linked investments may be affected by changes in overall market movements, commodity index volatility, changes in interest rates, or factors affecting a particular industry or commodity, such as drought, floods, weather, livestock disease, embargoes, tariffs and international economic, political and regulatory developments.

Structured Products

Structured products are financial instruments which are a combination of different other financial instruments, including derivatives, which are embedded in such a structured product. Structured products are frequently set up in a form of a certificate and created to customize the desired pay off patterns. Structured products may be highly complex, in particular in cases of embedded derivatives.
The potential investors must bear in mind that the structured products are subject to the credit and liquidity risks to a very high degree. Furthermore, the structured products are often subject to prepayment, reinvestment and volatility risks and may, thus, be exposed to a greater risk than direct investments would be. Given that the structured products often replicate other financial instruments, composites of securities or other baskets on such securities, they may correlate with them to a very high extent. Such high (positive or negative) correlation might result in the structured product additionally becoming subject to the same risks as the financial instruments, composite of securities or baskets thereon replicated by the relevant structured product. These risks might then in particular be market risk, interest rate risk, foreign exchange risk etc. Substantial losses due to the use of structured products are possible at any time.

Asset Backed Securities (ABS)

An asset-backed security (ABS) is an investment security - a bond or note - which is collateralized by a pool of assets, such as loans, leases, credit card debt, royalties, receivables or private debts.
Important determinants of the risks associated with holding asset backed securities include the characteristics of the underlying collateral (such as default rates and recovery rates), relative seniority or subordination of the

class of asset-backed securities, the relative allocation of principal and interest payments in the priorities by which such payments are made under the governing documents and how credit losses affect the issuing vehicle. Compared with other interest-bearing securities, these securities may be subject to additional or higher risks, including but not limited to: Counterparty default risks (The issuer may no longer be able to meet its obligations, which may lead to an increase in the counterparty default risk in the receivables pool), liquidity risks (Despite admission to a stock exchange, investments in ABS may be illiquid) and credit default risks (There is a risk that claims from the underlying pool will not be serviced).

Contingent Convertible Bonds

Investments in CoCos offer the opportunity of a high return, but are as well associated with considerably high risks. In case the pre-defined trigger event occurs (e.g. a shortfall in the core tier one capital ratio of the issuer under a certain level), CoCos originally issued as debt securities will automatically be converted in corporate shares (or amortized) without prior consultation of the holder of such CoCos. The inherent risks of CoCos are in particular, without being limited to the following:

(i) A deterioration of the core capital of the issuing bank which is influenced by numerous factors and difficult to predict;

(ii) That fact that CoCos, upon occurrence of the trigger event, are (usually) converted into corporate share the repayment of which is subordinated to other creditors of the issuing bank;

(iii) The occurrence of the trigger event and the potential partial or total loss of the investment; and

(iv) The possibility of the issuer to temporarily interrupt or even cancel coupon payments.

In general, there is no guarantee that the amount invested in Cocos will be repaid at a certain time.

Private Equity/Venture Capital/Private Debt

Investments in private equity/ Private Debt entail a number of specific risks different to those of the traditional investments. In particular, investments in private equity are, among other things, characterised by their illiquidity, long-term investment horizon and uncertainty about their outcome. Potential investors should especially consider future payoff, timing of exit and probability of failure of the undertaking.

Lack of Liquidity of Investments

As the Sub-Fund may invest in illiquid investments that have no established market, there will be no market for some of the Sub-Fund investments. Furthermore, in some cases the Sub-Fund may be prohibited by contract from selling investments.

Investments in Other Entities

The Sub-Fund may make investments through joint ventures or other entities. Such investments may involve risks not present in direct investments, including, for example, the possibility that a co-venturer or partner of the Sub-Fund might become bankrupt, or may at any time have economic or business interests or goals which are inconsistent with those of the Sub-Fund, or that any such co-venturer or partner may be in a position to take action contrary to the Sub-Fund's objectives. Furthermore, if such co-venturer or partner defaults on its funding obligations, it may be difficult for the Sub-Fund to make up the shortfall from other sources. Any default by such co-venturer or partner could have an extremely deleterious effect on the Sub-Fund, its assets and the interests of the investors. In addition, the Sub-Fund may be liable for actions of its co-venturers or partners. While the Portfolio Manager will attempt to limit the liability of the Sub-Fund by reviewing the qualifications and previous experience of co-venturers or partners, it does not expect to obtain complete financial information from, or to undertake private investigations with respect to, prospective co-venturers or partners.

Non-exhaustive Risks Description

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.

To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Portfolio Manager. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

5. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.
The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

6. Profile of the Typical Investor

The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment.

7. Valuation Date

The Valuation Date of the Sub-Fund is determined on a daily basis.

The Net Asset Value of the Sub-Fund is, as a matter of principle, calculated on each Business Day (“Calculation Day”) by using the closing mid-prices of the previous Business Day (“Valuation Day”). The Net Asset Value of the respective Classes of Shares will be rounded down to two decimal places.

8. Available Share Classes

The Classes available in this Sub-Fund are listed in the table below.

Classes of Shares	Income policy	Currency	Hedged against currency exposure	Investors
A	Accumulation	EUR	n/a	Well-Informed Investors

The Shares of Class A (EUR) are exclusively dedicated to investors having a business relationship with the Portfolio Manager.

9. Subscription

Subscriptions may be made only in amounts.

Applications for Shares must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value Per Share applicable on relevant Valuation Date. Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.

The subscription amount to be paid by investors must be received by the Fund or its delegates at the latest on the applicable Valuation Date. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.

Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount	Cut-off time
A	1'000.-	0	EUR 100'000.-	12:00 pm (CET)

The Fund may in its discretion waive minimum subscription and/or holding amounts (if any). In such latter case, the Fund will ensure that concerned investors are equally treated.

10. Redemption

Redemptions may be made in amounts or in a number of Shares.

Redemption orders must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable on that Valuation Date. Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.

Redemption amounts are paid to the Shareholders at the latest two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date.

Shares are redeemed at the following conditions per Share Class:

Classes of Shares	Redemption fee (Maximum)	Minimum holding amount	Cut-off time
A	0	0	12:00 pm (CET)

11. Valuation principles

See Chapter 12.

With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:

- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 2%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

12. Expenses

Fees & expenses	**Classes of Shares**
	A
Management Fee	Max 0.50%
Performance Fee	N.A.
Taxe d‘abonnement	0.01%

In addition, each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses:

AIFM Fee 0.04% of the NAV with minimum fee per annum of EUR 20,000.

Depositary Bank fee	In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV + depository monitoring fee of EUR 10,000 (excluding VAT).
Central Administration	In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV.

APPENDIX 3: ALPHA OPPORTUNITIES

1. Investment Objective and Policy

1.1. Investment objective of the Sub-Fund

The objective of MWM III SICAV-RAIF Alpha Opportunities (“the Sub-Fund”) is to achieve long-term, risk-adjusted capital appreciation by means of a diversified portfolio of target funds (hereinafter the “Target Funds”) whose objective is generally to aim for a low correlation rate in relation to traditional markets.

1.2. Investment policy of the Sub-Fund

The Sub-Fund will mainly invest its assets in a diversified and multi-strategy portfolio of Target Funds. This type of strategy seeks a profit regardless of an upward or downward market environment and can potentially serve to mitigate market risk as it seeks to generate positive returns in various market environments.
In seeking to achieve the Sub-Fund’s investment objective, the Sub-Fund will invest primarily in regulated or non-regulated collective investment schemes, open-ended and closed-ended, which pursue a range of alternative strategies, thus allowing diversification by manager, strategy and/or financial assets held, with the aim of lowering overall investment risk. The alternative strategies include, but not limited to, event driven, equity long/short, macro/global macro, short only, market neutral, merger arbitrage, convertible bond arbitrage, fixed-income arbitrage and CTA.
Over time, it is expected that the Sub-Fund will ensure an adequate risk spreading by investing in several Target Funds in compliance with the following rules:

- the maximum exposure to Target Funds managed by the same manager will be 25% of the Sub-Fund’s total net assets
- the maximum exposure to a single Target Fund will be 15% of the Sub-Fund’s total net assets

The Sub-Fund may hold money market instruments, cash, transferable securities and other financial instruments on an ancillary basis (i.e < 50%).
The Sub-Fund may invest worldwide and make investments in any currency.
The Sub-Fund may borrow on a temporary basis up to 10% of its net assets.
The Sub-Fund may not enter into securities lending transactions, repurchase agreements, nor may it grant loans or act as guarantor for third parties.
The Sub-Fund may not directly or indirectly invest in real estate or private equity.
The Sub-Fund shall not carry out short sales of securities or money market instruments.
The Sub-Fund may invest in over-the-counter (OTC) derivatives or in derivatives traded on regulated markets. Such derivatives shall include, but shall not be limited to, futures, forwards, and options on equities, interest rates, and currencies, as well as credit default swaps. OTC derivatives transactions may only be effected with first-class financial institutions specializing in this type of transactions.
The Sub-Fund’s maximum level of leverage calculated and monitored by the AIFM in accordance with the gross method as defined in article 7 of the Commission Delegated Regulation (EU) No 231/2013 is limited to up to 210% of the Sub-Fund’s net asset value. The Sub-Fund’s maximum level of leverage calculated and monitored by the AIFM in accordance with the commitment method as defined in article 8 of the Commission Delegated Regulation (EU) No 231/2013 is limited to up to 110% of the Sub-Fund’s net asset value.

Due Diligence

The Co-Investment Managers will employ a due diligence procedure in connection with the selection of Target Funds. The due diligence procedure will involve the following three steps: quantitative analysis, qualitative analysis, and operational risk analysis.

(A) Quantitative Analysis
Quantitative analysis focuses on the statistical evaluation of the historical performance of a Target Fund over different periods of time. By using a certain number of quantitative metrics, it allows various measures

of risk and reward to be reviewed as well as the returns of an asset manager to be compared to those of another, or to those of an appropriate set of market indices, to determine the correlation of returns or to perform style analysis.

(B) Qualitative Analysis

Qualitative analysis allows the Co-Investment Managers to also consider Target Funds without a statistically significant track record, but also to monitor an asset manager's ability to produce desired returns. Following are some of the key points, which are considered in relation to a Target Fund:

- *Characteristics and driving forces of the asset manager's investment strategy*.
- *Background of the asset manager.*
- *Structure of a Target Fund*.

(C) Operational Risk Analysis

In an environment where objective information on the operations of the asset managers of Target Funds is not readily available, where there are no clearly-defined industry norms and where there is limited regulatory supervision, the reassessment of the quality of an asset manager's operational set-up (back office, IT systems, etc.) is crucial. To this end, the Co-Investment Managers will strive to focus on and identify operational or non-investment risks, if any.

The Co-Investment Managers may have these different points analysed by means of studies conducted by specialist consultants. **The Co-Investment Managers will manage the assets of the Sub-Fund within the limits of an obligation of diligence, and cannot guarantee a precise result. With the exception of wrong doing or gross negligence on its part, the Co-Investment Managers may not be held liable for the results of its management and selection of the Target Funds.**

2. Reference Currency

The Reference Currency of the Sub-Fund is USD.

3. Co-Portfolio Managers

The AIFM has appointed Midas Wealth Management S.A. and Copernicus Wealth Management S.A. as Co-Portfolio Managers for the Sub-Fund pursuant to a Co-Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010 and is regulated by the CSSF.

Copernicus Wealth Management S.A. is a société anonyme incorporated under the laws of Switzerland in December 2016 and is regulated by FINMA.

The Co-Portfolio Managers are authorised for the purpose of asset management. The relationship between the AIFM and the Co-Portfolio Managers is subject to the terms of the Co-Portfolio management agreement. Under the terms of the Co-Portfolio management agreement, the Co-Portfolio Managers have the full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of the Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Co-Portfolio Managers have authority to act on behalf of the Company.

The Co-Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Co-Portfolio management agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Co-Portfolio management agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Co-Portfolio management agreement contains provisions exempting the Co- Portfolio Managers from liability and indemnifying the Co- Portfolio Managers in certain circumstances. In particular, the Co-Portfolio Managers will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Co-Portfolio Manager's negligence or wrongful failure. The liability of the Co-Portfolio Managers towards the AIFM will not be affected by any delegation of functions by the Co-Portfolio Managers.

4. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.
The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

5. Profile of the Typical Investor

The Sub-Fund is suitable for investors with high risk tolerance, a long-term view and aware of the liquidity profile under the redemption cycle. The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment.

6. Valuation Date

The Valuation Date of the Sub-Fund (and of its classes of shares) is determined on a monthly basis, as a matter of principle, dated on the last Business Day of each month by using the latest available prices (the "Valuation Date").
The actual computation will, in principle, take place within twenty-five (25) calendar days following the relevant Valuation Day (the "Calculation Day"). Additional Valuation Days and Calculation Days may be decided by the Board of Directors taking into consideration the interest of the Shareholders.
The Net Asset Value will be rounded down to two decimal places.

7. Available Share Classes

The Class available in this Sub-Fund is listed in the table below.

Classes of Shares	Income policy	Currency	Investors
A	Accumulation	USD	Well-Informed Investors

8. Subscriptions

Subscriptions may only be made in amounts.
Applications for Shares must be received by the Registrar and Transfer Agent at least ten Business Days prior to the relevant Valuation Date ("Subscription Date"). Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
The subscription amount to be paid by investors must be received by the Fund or its delegates at the latest five Business Days before the Valuation Date to which the subscription relates. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.

Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount and minimum holding requirement	Cut-off time
A	100.-	3%	The equivalent of EUR 100'000.- in USD	4:00 pm (CET)

9. Redemptions

Redemptions may be made in amounts or in a number of Shares. Redemptions will only be allowed as per March 31st, June 30th, September 30th and December 31st of each year or if not a Business Day, the Business Day immediately preceding

Redemption applications must be received by the Registrar and Transfer Agent at least 100 calendar days prior to the Valuation Date of the relevant calendar quarter ("Redemption Date"). Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the applicable Valuation Date.

The Board of Directors reserves the right to defer redemption applications if, in view of the low liquidity of some of the Sub-Fund's assets, it is not able to meet the redemption requests on a specific calendar quarter. After consulting and requesting the analysis of the co-investment managers, the Board of Directors will then decide if the redemption requests will be wholly or partially deferred to the next calendar quarters until the redemptions have been honoured.

Redemption amounts payable to the Shareholders shall be made available thirty (30) calendar days following the relevant Valuation Day (the "Calculation Day").

10. Valuation principles

See Chapter 12.

With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:

- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 3%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

11. Expenses

Fees & expenses	**Classes of Shares**
	A
Management Fee	Max 1.3%
Performance Fee	See below for the full description
Taxe d'abonnement	0.01%

In addition, each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses (such as the ones incurred in obtaining investment research, systems and other services or data used for portfolio and risk management purposes).

AIFM Fee	0.04% of the NAV with minimum fee per annum of USD 35,000.-
Depositary Bank fee	In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV + depository monitoring fee of USD 10,000 (excluding VAT).

Central Administration	In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.04 % of the NAV up to USD 100mio and 0.03% USD 100mio with a minimum fee per annum of USD 35,000.-.
Performance fee	The Co-Portfolio Managers will be entitled to receive a performance fee calculated as detailed below. If any, that performance fee will be paid on a yearly basis within the month following the computation of the net asset value as per end of December and for the first time for the calendar year 2023.

Each term identified below will have the definition set out following it, solely for purposes of the Performance Fee calculation.

The "**Reference Period**" will start with the launch of the Sub-Fund or the relevant Share Class, as the case may be, and ends on 31 December of the relevant year for the first time. Following this date, the Reference Period shall coincide with the calendar year.

The "**Out-Performance**" for any Valuation Day is equal to the difference between 1) the Sub-fund's Net Asset Value (prior to deduction of any accrued Performance Fee) and 2) the higher of i)the Benchmark and ii)the High Water Mark.

The "**High Water Mark**", in respect of each Class of Shares, is the greater of (i) the Net Asset Value per Share of the relevant Class as of Launch Date and (ii) the highest Net Asset Value per Share of the relevant Class in respect of which a Performance Fee has been paid.

The "**Benchmark**" for any given Reference Period is the Sub-Fund's Net Asset Value per Share as of the last Valuation Day of the previous Reference Period increased by the performance of the Hurdle Rate over the current Reference Period.

The "**Hurdle Rate**" (*), in respect of each Class of Shares, is the USD Short-Term rate SOFR - Secured Overnight Financing Rate - (as determined at the first day of the Reference Period) + 2%, applicable on the relevant Reference Period. The benchmark administrator for the SOFR is the Federal Reserve Bank of New-York.

For each Calculation Day, if the Out-Performance is positive, a Performance Fee provision equals to 10 % of the Out-Performance will be accrued in the Sub-Fund.

The accrued Performance Fee will be divided equally between the Co-Investment managers and will be paid as described above.

If Shares are redeemed during the Reference Period, the amount of the performance fee included in the Net Asset Value per Share will be due and owed for these redeemed Shares at the time of redemption.

The Sub-Fund uses (within the meaning of the Benchmarks Regulation) the Hurdle Rate indicated above, which provided (within the meaning of the Benchmarks Regulation) by benchmark administrator. The benchmark administrator being a central bank is exempt from the scope of the Benchmark Regulation in accordance with article 2 (a) of the Benchmark Regulation.

(*) The Board of Directors has adopted written plans in accordance with Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, as may be amended or supplemented from time to time (the "Benchmark Regulation") setting out the actions to be taken in the event that such benchmark materially changes or ceases to be provided as required by article 28(2) of the Benchmark Regulation. In such case, the Offering Document will be updated accordingly.

12. Risk factors

Potential investors should inform themselves, and where appropriate consult their investment adviser, as to the tax consequences of purchasing, holding, converting, redeeming or otherwise disposing of Shares under the Law of their country of citizenship, residence or domicile.

Risk of capital loss

There is no guarantee for investors relating to the capital invested, and investors may not receive back the full amount invested.

Market Risk
Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment such as the Target Funds may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund's ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.
Currency Risks
The value of the Shares may be affected directly or indirectly via the Target Funds by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.
Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

Interest Rate Risk
Shareholders must be aware that an investment in the Shares may be exposed directly or indirectly via the Target Funds to interest rate risks.
These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Fund. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher risk, with a higher probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bond or debt instruments (which may fall to zero) may be affected.

Credit risk
Risk that an issuer or a counterparty will default. This risk includes the risk of changes in credit spreads and default risk. The Sub-fund may be exposed directly or indirectly to the credit market and/or specific issuers in particular whose prices will change based on the expectations of the market as regards their ability to repay their debt. The Sub-fund may also be exposed to the risk that a selected issuer will default, i.e. will be unable to honour its debt repayment, in the form of coupons and/or principal. Depending on whether the Sub-Fund and/or the Target Funds are positively or negatively positioned on the credit market and/or some issuers in particular, an upward or downward movement respectively of the credit spreads, or a default, may negatively impact the net asset value. When evaluating the credit risk of a financial instrument, the Co-Investment Managers will never rely solely on external ratings.

Equity risk
The Sub-Fund may be exposed to equity market risk directly or through indirect investment (through transferable securities and/or derivative products and/or Target Funds). These investments, which generate long or short exposure, may entail a risk of substantial losses. A variation in the equity market in the reverse direction to the positions can lead to the risk of losses and may cause the net asset value of the Sub-Fund to fall.

Arbitrage risk
Arbitrage is a technique which consists in benefiting from the differences in prices recorded (or anticipated) between markets and/or sectors and/or securities and/or currencies and/or instruments. If such arbitrage transactions perform unfavourably (a rise in short transactions and/or fall in long transactions), the Sub-Fund's net asset value may fall.

Financial Derivative Instruments
Investments in derivatives may expose the Sub-Fund directly or indirectly via the Target Funds to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

Emerging Market Countries
Emerging markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as political risks, economical risks, credit and creditor risks, exchange rate risks, market liquidity risks, legal risks, settlement risks, market risks, shareholder risk. All above factors may be aggravated by the conditions prevailing in individual emerging markets. It must also be borne in mind that companies are selected regardless of their market capitalization (micro, small, mid, large caps), sector or geographical location. This may lead to a concentration in geographical or sector terms.

Risk Associated with external factors
Uncertainty about the sustainability of some external environmental factors (such as tax regime or regulatory changes) that may have an impact on operation of the Sub-Fund. The Sub-Fund may be subject to a number of legal and regulatory risks, in particular contradictory, incomplete, ambiguous and unpredictable interpretations or applications of laws, restricted public access to the regulations, practices and customs, ignorance or violations of laws by counterparties or other market participants, incomplete or incorrect transaction documents, the absence of amendments established or applied consistently in order to obtain redress, inadequate protection of investors or a failure to apply existing laws. Difficulties in asserting, protecting and enforcing rights may have a significant negative effect on the Sub-Fund and its transactions. In particular, tax rules may be changed regularly or interpreted differently, increasing the amount of tax payable by the investor or the Sub-Fund on its assets, income, capital gains, financial transactions or charges paid or received by service providers.

Volatility risk
The Sub-Fund may be exposed directly or indirectly via the Target Funds (taking directional positions or using arbitrage strategies for example) to market volatility risk and could therefore, based on its exposure, suffer losses in the event of changes in the volatility level of these markets.

Operational risk
The operational risk is the risk of direct or indirect losses associated with a number of factors (such as human error, fraud and malice, IT system failures and external events, etc.) which may have an impact upon the Sub-Fund and/or the investors. The Co-Investment managers aims to reduce these risks by putting in place controls and procedures.

Target Funds

- *Absence of control by a supervisory authority*

The Sub-Fund may invest in Target Funds domiciled in jurisdictions where these vehicles are not subject to control by a supervisory authority affording investors a protection equivalent to that in Luxembourg.
Consequently, shareholders of theses Target Funds cannot benefit from the protection ensured by such a supervisory authority. The Co-Investment managers intend to reduce this risk by investing in selected Target Funds recognised for the quality of their respective promoters, depositary banks, managers and auditors, and for their relative performance or style of management.

- *New structure*

Target Funds in which the Sub-Fund invests may have been recently set up and have little or no performance record as proof of the efficiency of their management. The Co-Investment Managers intend to reduce this risk by investing in recently set up Target Funds selected for the quality and past experience of their respective managers.

- *Concentration*

Although the Co-Investment Managers intend to monitor investments and transactions carried out by the Target Funds in which the Sub-Fund has invested part of its assets, investment decisions are normally taken independently at the level of these undertakings by their respective managers. It may be possible that some managers take positions simultaneously in the same security or in securities of the same sector or country or issued in the same currency, or in the same commodity. It is also possible that an undertaking for collective investment buys an instrument at the same time another decides to sell it. There is no guarantee that the selection of managers of Target Funds will effectively result in a diversification of investment styles and that the position of Target funds would always be coherent.

- *Lack of liquidity*

When the Sub-Fund principally invests in Target Funds, the Co-Investment Managers will make their best efforts so as to assure that the Sub-Fund's portfolio of Target Funds shall always present appropriate liquidity features to enable the Co-Investment Managers to meet their obligation to repurchase the shares. Therefore, the Co-Investment Managers will take care to select Target Funds, which offer investors the possibility of requesting the redemption of their shares within reasonable time periods. However, there is no guarantee that the market liquidity for investments in such Target Funds will always be sufficient to satisfy redemption requests favourably at the exact time they are submitted. The attention of the potential investor is drawn to the impact that any absence of liquidity of the Target Funds may have on the liquidity of the Sub-Fund's and on the value of its investments. For this reason, the processing of redemption requests may be postponed under exceptional circumstances, including in the case of an absence of liquidity which may make calculation of the Net Asset Value of the Sub-Fund's shares difficult and, consequently, lead to the suspension of the issue and redemption of the Sub-Fund's shares.

- *Absence of custodian banks*

For some Target Funds in which the Sub-Fund is invested, custodian bank services are provided by a broker instead of a bank. In some cases, these brokers do not benefit from the same credit rating as a bank. Furthermore, contrary to custodian banks, which work in a regulated environment, these brokers only perform the task of safekeeping of assets, with no statutory standards of supervision.

- *Performance fee*

Due to the specific nature of the Target Funds in which the Sub-Fund invests, a certain number, if not most of them, may provide for payment of performance fees. This may result for the Sub-Fund whose assets are invested in several Target Funds having to pay performance fees in relation to some of these investments even if the net asset value of the Sub-Fund has fallen due to the poor performance of some other Target Funds in which the Sub-Fund has invested.

- *Fee structure*

The Sub-Fund incurs the costs as set out below as well as a pro-rata portion of the fees paid by the Target Funds in which the Sub-Fund invests to their portfolio manager or other service providers. As a result, the operating expenses of the Sub-Fund may constitute a higher percentage of the net asset value than could be found in other investment schemes. Moreover, some strategies deployed by some Target Funds require frequent changes in positions and a substantial portfolio turnover. This may involve significantly higher brokerage fees than in other Target Funds of comparable size.

- *Duplication of costs*

Potential investors should be aware that the fees payable to the service providers of the Sub-Fund are in addition to the fees paid by the Target Funds to their respective service providers and that consequently there may be a duplication of fees. There may also be a duplication of subscription and/or redemption fees. However, in any event, there will be no duplication of fees, should the Sub-Fund invest in Target Funds managed by the Co-Investment Managers and their affiliates. Accordingly, the Sub-Fund shall not incur any fee or expense payable to such Target Funds. Alternatively, investments in these Target Funds will be deducted from the Sub-Fund's net assets for the purpose of calculating the Co-Investment management fee.

<u>Non-exhaustive Risks Description</u>

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.

To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Co-Investment Managers. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

Appendix 4: TEMPORIS

1. Investment Objective and Policy

1.1. Investment objective of the Sub-Fund

The objective of MWM III SICAV-RAIF Temporis (“the Sub-Fund”) is to achieve long-term, risk-adjusted capital appreciation by means of a portfolio of primarily equity, fixed-income securities, UCITS or other UCIs.
The Sub-Fund does not follow a dedicated ESG investment strategy and sustainability is neither the objective, nor a mandatory part of the investment process of the Sub-Fund. In particular, the underlying investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

1.2. Investment policy of the Sub-Fund

The Sub-Fund shall invest directly or indirectly via collective investment schemes, index trackers funds, or exchange-traded funds (the “**Target Funds**”) and across the quality spectrum in fixed income asset classes, including money market instruments, bonds, notes, inflation linked bonds and hybrid bonds. In addition, and in order to exploit and profit from the full range of the fixed income markets, the Sub-Fund will also have the possibility to invest directly, or indirectly via Target Funds, in convertible bonds, contingent convertible bonds and asset backed securities (ABS) as further detailed below.

The above mentioned investments may be made in instruments issued by sovereign or corporate issuers domiciled in developed or emerging markets (the latter being understood as any country which is not classified as “high-income economy” by the World Bank) as well as in instruments rated investment grade or non-rated or rated below investment grade. Consequently, the Sub-Fund may actively hold distressed and defaulted securities.

Additionally, the Sub-Fund may invest directly, or indirectly via Target Funds, up to 60% of its assets in equity and equity-type securities, including securities granting voting rights, traded on Regulated Markets..

The Sub-Fund may invest in OTC derivatives or in derivatives traded on Regulated Markets for investment and hedging purposes. Such derivatives shall include, but not be limited to futures, forwards and options on equities, interest rates, and currencies, as well as credit default swaps. OTC derivatives transactions may only be effected with first-class financial institutions specialising in this type of transactions.
Investments in structured products on any asset class may not exceed 10% of the Sub-Fund’s net assets. For the avoidance of doubt, traditional convertible bonds, contingent convertible bonds and exchange traded commodity products are not considered as structured products and are not included in the above definition (the separate investment limits for these instruments are detailed below).

The Sub-Fund may invest directly, or indirectly via Target Funds, in traditional convertible bonds (i.e. excluding contingent convertible bonds) up to 10% of its net assets.

The Sub-Fund may also invest directly, or indirectly via Target Funds, in contingent convertible bonds (i.e. excluding traditional convertible bonds) up to 20% of its net assets.

Investments in UCITS or UCIs eligible exchange traded commodity products could be made for up to 10% of the Sub-Fund’s net assets.

The Sub-Fund’s overall maximum investment limit to asset backed securities (ABS) will be capped to 10 % of the Sub-Fund’s net assets.

The Sub-Fund will not invest more than 50% of its assets into UCITS or other UCIs being understood that (i) UCITS or UCIs eligible exchange traded commodity products are not included in the present limit, (ii) the maximum exposure to Target Funds managed by the same manager will be capped at 40% of the Sub-Fund’s total net assets and(iii) the maximum exposure to a single Target Fund will be limited to 35% of the Sub-Fund’s total net assets .

The above-mentioned investments may be made worldwide, including emerging markets, and in any currency.

The Sub-Fund may borrow on a temporary basis up to 10% of its net assets.

The Sub-Fund may employ any techniques and instruments relating to Transferable Securities and Money Market Instruments and amongst others securities lending. Under normal circumstances, it is generally expected that the actual percentage of the assets held by the Sub-Fund that may be subject to securities lending transactions at any time range between 0 and 40 % of such Sub-Fund's net assets. In exceptional circumstances and exclusively on a temporary basis, such percentage may be increased up to a maximum of 100 % of the Sub-Fund's net assets. The securities lending principal is a member of the UBS Group.

The Sub-Fund will be prohibited to enter in the following transactions:

- repurchase agreements, nor may it grant loans or act as guarantor for third parties.
- invest directly in real estate, private debt, hedge funds or private equity
- carry out short sales of securities or money market instruments

2. Leverage

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the gross method as defined in article 7 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the commitment method as defined in article 8 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

3. Reference Currency

The Reference Currency of the Sub-Fund is EUR.

4. Investment Manager

The AIFM has appointed Midas Wealth Management S.A. as Investment Manager for the Sub-Fund pursuant to a Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010 and is regulated by the CSSF. The Investment Manager is authorised for the purpose of asset management. The relationship between the AIFM and the Investment Manager is subject to the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Manager has the full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of the Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Investment Manager has authority to act on behalf of the Company.

The Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Portfolio Management Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Portfolio Management Agreement contains provisions exempting the Investment Manager from liability and indemnifying the Investment Manager in certain circumstances. In particular, the Investment Manager will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Investment Manager's negligence or wrongful failure. The liability of the Investment Manager towards the AIFM will not be affected by any delegation of functions by the Investment Manager.

5. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.

The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

6. Profile of the Typical Investor

The Sub-Fund is intended for well-informed investors with a four to six years investment time horizon. The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment.

7. Valuation Date

The Valuation Date of the Sub-Fund is determined on a daily basis. The Net Asset Value of the Sub-Fund is, as a matter of principle, calculated on each Business Day ("Calculation Day") by using the closing mid-prices of the previous Business Day ("Valuation Day"). The Net Asset Value will be rounded down to two decimal places.

8. Available Share Classes

The Class available in this Sub-Fund is listed in the table below.

Classes of Shares	Income policy	Currency	Investors
A	Distribution	EUR	**Well-Informed Investors**

The Shares of Class A (EUR) are exclusively dedicated to a limited group of investors having a business relationship with the Portfolio Manager. It is not intended for the Sub-Fund to be marketed to a large circle of investors.

9. Subscriptions

Subscriptions may only be made in amounts.
Applications for Shares must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value Per Share applicable on relevant Valuation Date. Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
The subscription amount to be paid by investors must be received by the Fund or its delegates at the latest on the applicable Valuation Date. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.
Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount and minimum holding requirement	Cut-off time
A	1'000.-	0	EUR 1'000'000.-	12:00 pm (CET)

10. Redemptions

Redemptions may be made in amounts or in a number of Shares.
Redemption orders must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable on that Valuation Date. Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
Redemption amounts are paid to the Shareholders at the latest two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date.
Shares are redeemed at the following conditions per Share Class:

Classes of Shares	Redemption fee (Maximum)	Minimum holding amount	Cut-off time
A	0	EUR 1'000'000.-	12:00 pm (CET)

11. Valuation principles
See Chapter 12.
With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:
- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 0.50%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

12. Expenses

Fees & expenses	Classes of Shares
	A
Management Fee	Max 0.35%
Performance Fee	See below for the full description
Taxe d'abonnement	0.01%

In addition, each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses (such as the ones incurred in obtaining investment research, systems and other services or data used for portfolio and risk management purposes).

AIFM Fee 0.04% of the NAV with minimum fee per annum of EUR 35'000.- (reduced by 50% for the first six months after the launch).

Depositary Bank fee In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03% of the NAV + depository monitoring fee of EUR 10,000 (excluding VAT).

Central Administration In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.03 % of the NAV with a minimum fee per annum of EUR 35'000.-. (reduced by 50% for the first six months after the launch).

Performance fee The Investment Manager will be entitled to receive a performance fee calculated as detailed below.
On each Calculation Date, the Performance Fee, if any, equals to performance fee rate of 10% (the "Performance Fee Rate") applied to the difference between the net asset value (prior to deduction of any accrued Performance Fee) of the relevant Class of shares on such Calculation Date and the Reference Value.
The Performance Fee may only be crystallised when both of the following criteria are fulfilled:
(i) The Out performance is positive;
(ii) The net asset value of the relevant class of shares is higher than the High Water Mark;

Each term identified below will have the definition set out following it, solely for purposes of the Performance Fee calculation.

The **“Reference Period”** will start with the launch of the Sub-Fund and ends on 31 December 2025 for the first time. Following this date, the Reference Period shall coincide with the calendar year.

The **“Out-Performance”** for any Valuation Day is equal to the difference between 1) the Sub-fund’s Net Asset Value (prior to deduction of any accrued Performance Fee) and 2) the Sub-fund’s Net Asset Value at the beginning of the Reference Period (the “Initial Net Asset Value”) increased by the Hurdle Rate (each as defined below) (the “Adjusted NAV”).
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The **“High Water Mark”**, in respect of each Class of Shares, is the greater of (i) the Net Asset Value per Share of the relevant Class as of Launch Date and (ii) the highest Net Asset Value per Share of the relevant Class in respect of which a Performance Fee has been paid.

The **“Hurdle Rate”** is 5%, applicable on the relevant Reference Period. For the avoidance of doubt, the Hurdle Rate is applied pro rata temporis over the Reference Period.

The **“Reference Value”** is, on any Calculation Date, the highest between the High Water Mark and the Adjusted NAV.

For the purpose of calculating the Performance Fee, the Initial Net Asset Value and the High Water Mark shall be increased or decreased by, respectively, any subscription monies received or distributions made (either through redemption of shares or payment of dividends) by the Sub-fund during the relevant Reference Period, in order to avoid artificial increase or decrease of the Performance Fee due to subscriptions or distributions (either through redemption of shares or payment of dividends).

The Performance Fee, if any, shall be accrued on each Calculation Date and crystallized daily. Payment of the accrued and crystallised Performance Fee shall be made on a yearly basis within the month following the end of the relevant Reference Period and for the first time in January 2026. If Shares are redeemed during the Reference Period, the amount of the Performance Fee included in the Net Asset Value per Share will be due and owed (i.e. crystallized) for these redeemed Shares at the time of redemption.

13. Risk factors

Potential investors should inform themselves, and where appropriate consult their investment adviser, as to the tax consequences of purchasing, holding, converting, redeeming or otherwise disposing of Shares under the Law of their country of citizenship, residence or domicile. Investors should carefully read Section 20 (Investment Risks) of the Prospectus before investing in the Sub-Fund and they should also consider the following additional risks which are specific to the Sub-Fund.

Risk of capital loss

There is no guarantee for investors relating to the capital invested, and investors may not receive back the full amount invested.

Market Risk

Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment such as the Target Funds may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund’s ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.

Currency Risks

The value of the Shares may be affected directly or indirectly via the Target Funds by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.

Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

Interest Rate Risk

Shareholders must be aware that an investment in the Shares may be exposed directly or indirectly the Target Funds to interest rate risks.

These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Fund. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher risk, with a higher probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bond or debt instruments (which may fall to zero) may be affected.

Credit risk

Risk that an issuer or a counterparty will default. This risk includes the risk of changes in credit spreads and default risk. The Sub-Fund may be exposed directly or indirectly to the credit market and/or specific issuers in particular whose prices will change based on the expectations of the market as regards their ability to repay their debt. The Sub-Fund may also be exposed to the risk that a selected issuer will default, i.e. will be unable to honour its debt repayment, in the form of coupons and/or principal. Depending on whether the Sub-Fund are positively or negatively positioned on the credit market and/or some issuers in particular, an upward or downward movement respectively of the credit spreads, or a default, may negatively impact the net asset value. When evaluating the credit risk of a financial instrument, the Investment Manager will never rely solely on external ratings.

Equity risk

The Sub-Fund may be exposed to equity market risk directly or through indirect investment (through transferable securities and/or derivative products and/or Target Funds). These investments, which generate long or short exposure, may entail a risk of substantial losses. A variation in the equity market in the reverse direction to the positions can lead to the risk of losses and may cause the net asset value of the Sub-Fund to fall.

Financial Derivative Instruments

Investments in derivatives may expose the Sub-Fund directly or indirectly via the Target Funds to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

Emerging Market Countries

Emerging markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as political risks, economical risks, credit and creditor risks, exchange rate risks, market liquidity risks, legal risks, settlement risks, market risks, shareholder risk. All above factors may be aggravated by the conditions prevailing in individual emerging markets. It must also be borne in mind that companies are selected regardless of their market capitalization (micro, small, mid, large caps), sector or geographical location. This may lead to a concentration in geographical or sector terms.

Risk Associated with external factors

Uncertainty about the sustainability of some external environmental factors (such as tax regime or regulatory changes) that may have an impact on operation of the Sub-Fund. The Sub-Fund may be subject to a number of legal and regulatory risks, in particular contradictory, incomplete, ambiguous and unpredictable interpretations or applications of laws, restricted public access to the regulations, practices and customs, ignorance or violations of laws by counterparties or other market participants, incomplete or incorrect transaction documents, the absence of amendments established or applied consistently in order to obtain redress, inadequate protection of investors or a failure to apply existing laws. Difficulties in asserting, protecting and enforcing rights may have a significant negative effect on the Sub-Fund and its transactions. In particular, tax rules may be changed regularly or interpreted differently, increasing the amount of tax payable by the investor or the Sub-Fund on its assets, income, capital gains, financial transactions or charges paid or received by service providers.

Volatility risk

The Sub-Fund may be exposed directly or indirectly via the Target Funds to market volatility risk and could therefore, based on its exposure, suffer losses in the event of changes in the volatility level of these markets.

Operational risk

The operational risk is the risk of direct or indirect losses associated with a number of factors (such as human error, fraud and malice, IT system failures and external events, etc.) which may have an impact upon the Sub-Fund and/or the investors. The Investment Manager aims to reduce these risks by putting in place controls and procedures.

Non-exhaustive Risks Description

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.
To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Investment Manager. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

Fee structure

The Sub-Fund incurs the costs as set out above as well as a pro-rata portion of the fees paid by the Target Funds in which the Sub-Fund invests to their portfolio manager or other service providers. As a result, the operating expenses of the Sub-Fund may constitute a higher percentage of the net asset value than could be found in other investment schemes.
Potential investors should be aware that the fees payable to the service providers of the Sub-Fund are in addition to the fees paid by the Target Funds to their respective service provider and that consequently there may be a duplication of fees. There may also be a duplication of subscription and/or redemption fees.
However, in any event, there will be no duplication of fees, should the Sub-Fund invest in Target Funds managed by the Investment Manager and its affiliates. Accordingly, the Sub-Fund shall not incur any fee or expense payable to such Target Funds. Alternatively, investments in these Target Funds will be deducted from the Sub-Fund's net assets for the purpose of calculating the portfolio management fee.

Contingent convertible bonds (“CoCos”)

CoCos – or subordinated contingent capital securities – are instruments issued by banking institutions to increase their equity capital buffers in order to comply with new and stricter banking regulations which require them to increase their capital margins.

Trigger level risk

These debt securities are automatically converted into shares or depreciated (loss of interest and/or capital) when predefined trigger thresholds are reached, as for example, in the case of non-compliance with the minimum level of capital required for the issuer.

Unknown risk

Contingent convertible bonds are currently still 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, it is uncertain whether the market will view the issue as an idiosyncratic event or systemic. In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore, activation of a trigger or suspension of coupon payments could cause a broader sell-off of contingent convertible instruments, thereby decreasing liquidity in the market. In an illiquid market, price formation may be increasingly stressed.

Discretionary coupon cancellation
Coupon payments on certain contingent convertible bonds may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

Capital structure inversion risk
Contrary to classic capital hierarchy, with contingent convertible bonds, Investors may suffer a loss of capital when equity holders would not. In certain scenarios, holders of contingent convertible bonds will suffer losses ahead of equity holders, e.g. when a high trigger principal write-down contingent convertible bonds is activated. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

Call extension risk
Most contingent convertible bonds are issued as perpetual instruments which are callable at pre-determined dates. Perpetual contingent convertible bonds may not be called on the pre-defined call date and Investors may not receive return of principal on the call date or at any date.

Deferred redemption risk
While CoCos are generally perpetual instruments, they may, however, be redeemed on a determined date ("date of call") and at a predetermined level with the approval of the competent authority. There is, however, no guarantee that Cocos will be repaid on the scheduled date or that they will ever be repaid. Consequently, the Sub-Fund may never recover its investment.

Valuation risk
Given the lack of a long experience with these instruments, it is uncertain how they will perform under certain market conditions. There are no widely accepted standards for valuing contingent convertible bonds. 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.

<u>Convertible bonds risk</u>
Convertible bonds combine the opportunities and risks of equities and fixed-income securities. Accordingly, potential Shareholders are referred in particular to the notes on interest rate fluctuations and equities set out in Section 20 (Investment Risks). Depending on the value of the underlying equity, the convertible bond will behave more like an equity or like a bond. When the price of the underlying equity exceeds the conversion price, the convertible bond generally behaves more like an equity and will be more sensitive to changes to the stock markets. When the price of the underlying equity is lower than the conversion price, the convertible bond generally behaves more like a bond and will be more sensitive to changes in interest rates and in credit spreads.
Given the benefit provided by the potential conversion, convertible bonds generally offer lower yields than non-convertible bonds of similar quality. They also can be of lower credit quality and tend to be less liquid than traditional non-convertible securities. Lower credit quality debt instruments are generally subject to greater market, credit and default risk compared to more highly rated debt instruments.

<u>Asset Backed Securities (ABS)</u>
An asset-backed security (ABS) is an investment security - a bond or note - which is collateralized by a pool of assets, such as loans, leases, credit card debt, royalties, receivables or private debts.
Important determinants of the risks associated with holding asset backed securities include the characteristics of the underlying collateral (such as default rates and recovery rates), relative seniority or subordination of the class of asset-backed securities, the relative allocation of principal and interest payments in the priorities by which such payments are made under the governing documents and how credit losses affect the issuing vehicle. Compared with other interest-bearing securities, these securities may be subject to additional or higher risks, including but not limited to: Counterparty default risks (the issuer may no longer be able to meet its obligations, which may lead to an increase in the counterparty default risk in the receivables pool), liquidity risks (despite admission to a stock exchange, investments in ABS may be illiquid) and credit default risks (there is a risk that claims from the underlying pool will not be serviced).

<u>Sustainability risks</u>
The Sub-Fund will be exposed to some Sustainability Risks, which will differ from company to company. In particular, some companies, markets and sectors will have greater exposure to Sustainability Risks than others.
The Sub-Fund may be exposed to regions which might have relatively low governmental or regulatory oversight or low transparency or disclosure of sustainability factors.

Appendix 5: AXIOM OBLIGATAIRE FEEDER

1. Investment Objective and Policy

1.1 Investment objective of the Sub-Fund

The investment objective of MWM III SICAV-RAIF AXIOM OBLIGATAIRE FEEDER (the "**Sub-Fund**") is to provide investors with indirect exposure to the investment strategy of the master fund Axiom Lux – Axiom Obligataire(the "**Master Fund**) a Luxembourg UCITS governed by the 2010 Law. The Master Fund aims to achieve, over a minimum 3-year investment horizon, a return (net of management fees) equal to or greater than the performance of its composite benchmark composed of the ICE BofAML Euro Financial Index (40%), the ICE BofAML Euro Corporate Index (40%) and the ICE BofAML Contingent Capital Index (20%).

1.2 Investment policy of the Sub-Fund

To achieve its investment objective, the Sub-Fund will invest at least 85% of its net assets in the P(2)C EUR(v) share class of the Master Fund. The Sub-Fund may also hold up to 15% of its net assets (i) in ancillary liquid assets (bank deposits at sight, such as cash held in current accounts with a bank accessible at any time as well as highly liquid assets such as deposits with a credit institution, money market instruments and money market funds) and (ii) in financial derivative instruments, which may be used only for hedging purposes.

The Master Fund is actively managed and aims to optimise returns through exposure to international bond markets. Its strategy focuses primarily on subordinated debt instruments issued by European financial institutions, particularly contingent convertible bonds ("**CoCos**"), which may represent up to 50% of the Master Fund's net assets. These securities are selected based on rigorous internal credit analysis, taking into account the regulatory framework, capital structure and financial strength of issuers. In addition, the Master Fund also invests in a diversified range of fixed income securities, including fixed, variable and adjustable-rate bonds issued by sovereigns, corporates, and financial institutions. It may also invest up to 10% of its net assets in equities, and up to 10% in units or shares of other UCITS or UCIs. The Master Fund is predominantly exposed to interest rate markets of OECD countries, but may invest up to 20% of its net assets in issuers from non-OECD countries. For monitoring purposes, the country of risk is determined based on the main country of operations of the issuer.

The Master Fund's investment process follows three key stages. First, it assesses credit quality through in-depth fundamental analysis based on issuer documentation, regulatory disclosures, stress tests, and external research. Only issuers with a solid track record, strong market positioning and identifiable competitive advantages are considered. Second, the portfolio is built based on risk allocation decisions, aiming for effective diversification while allowing concentration where appropriate. Lastly, the portfolio is actively monitored through performance tracking, scenario testing, and close attention to regulatory and market developments that may impact coupon or principal payments. Derivative instruments may be used for investment purposes, hedging, and/or efficient portfolio management.

The Sub Fund is disclosed under Article 6 ("SFDR"). The Sub Fund invests a minimum of 85% of its net assets in Axiom Lux – Axiom Obligataire, which is disclosed under SFDR Article 8. The Sub Fund does not follow a dedicated ESG investment strategy and sustainability is neither the objective, nor a mandatory part of the investment process of the Sub Fund. In particular, the underlying investments of the Sub Fund do not take into account the EU criteria for environmentally sustainable economic activities. The Sub Fund does not promote environmental or social characteristics and does not apply the Master Fund's environmental or social characteristics, exclusions, or sustainability indicators as binding commitments at Sub Fund level. Any reference to the Master Fund's SFDR disclosure is provided for factual purposes only and does not imply that the Sub Fund itself promotes such environmental or social characteristics.

The Sub-Fund may not enter into securities lending transactions, repurchase agreements, nor may it grant loans or act as guarantor for third parties.

2. Leverage

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the gross method as defined in article 7 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the commitment method as defined in article 8 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

3. Reference Currency

The Reference Currency of the Sub-Fund is EUR.

4. Investment Manager

The AIFM has appointed Midas Wealth Management S.A. as Investment Manager for the Sub-Fund pursuant to a Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010 and is regulated by the CSSF. The Investment Manager is authorised for the purpose of asset management. The relationship between the AIFM and the Investment Manager is subject to the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Manager has the full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of the Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Investment Manager has authority to act on behalf of the Company.

The Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Portfolio Management Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Portfolio Management Agreement contains provisions exempting the Investment Manager from liability and indemnifying the Investment Manager in certain circumstances. In particular, the Investment Manager will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Investment Manager's negligence or wrongful failure. The liability of the Investment Manager towards the AIFM will not be affected by any delegation of functions by the Investment Manager.

5. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.

The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

6. Profile of the Typical Investor

The Sub-Fund is intended for well-informed investors with at least a four years investment time horizon. The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment.

7. Valuation Date

The Valuation Date of the Sub-Fund is determined on a daily basis. The Net Asset Value of the Sub-Fund is, as a matter of principle, calculated on each Business Day ("Calculation Day") by using the closing mid-prices of the previous Business Day ("Valuation Day"). For the present Sub-Fund, any Business Day should be understood as a full day on which commercial banks and foreign exchange markets are open for business (other than Saturdays, Sundays and public holidays) simultaneously in Luxembourg, Paris and London. The Net Asset Value will be rounded down to two decimal places.

8. Available Share Classes

The Class available in this Sub-Fund is listed in the table below.

Classes of Shares	Income policy	Currency	Investors
A	Accumulation	EUR	**Well-Informed Investors**

9. Subscriptions

Subscriptions may be made in amount or in a number of shares.
Applications for Shares must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable one (1) Business Day before the relevant Valuation Date. Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
The subscription amount to be paid by investors must be received by the Fund or its delegates at the latest two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.
Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount and minimum holding requirement	Cut-off time
A	1'000.-	0	EUR 100’000.-	12:00 pm (CET)

10. Redemptions

Redemptions may be made in amounts or in a number of Shares.
Redemption orders must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable one (1) Business Day before that Valuation Date. Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
Redemption amounts are paid to the Shareholders two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date.
Shares are redeemed at the following conditions per Share Class:

Classes of Shares	Redemption fee (Maximum)	Minimum holding amount	Cut-off time
A	0	EUR 100’000.-	12:00 pm (CET)

11. Valuation principles

See Chapter 12.
With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:

- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 0.5%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

12. Expenses

Fees & expenses	Classes of Shares
	A
Management Fee	Max 0.45%
Taxe d'abonnement	0.01% (*)

(*) with the exception of the assets invested into the Master Fund which will be not subject to that tax.

Each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses (such as the ones incurred in obtaining investment research, systems and other services or data used for portfolio and risk management purposes).

AIFM Fee	0.04% of the NAV with minimum fee per annum of EUR 30,000.- (reduced by 50% for the first six months after the launch).
Depositary Bank fee	In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.02 % of the NAV with a minimum fee per annum of EUR 15,000.-
Central Administration	In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.02 % of the NAV (with a minimum fee per annum of EUR 25,000.-reduced to EUR 15,000.- for the first six months after the launch).

In addition, and taking into consideration that the Sub-Fund is investing into the Master Fund, the fees, charges and expenses associated are (i) a management company fee at an annual rate of 0.45%, (ii) a potential performance fee of 20% for any return above its composite benchmark as described under section **1.1 Investment objective of the Sub-Fund** and (iii) other expenses charged to the Master Fund as further described in its Prospectus, including inter alia audit, custody, administrative agent, paying agent, lawyers, hedging, distribution, registration /regulatory costs,… are amounting up to 0.15% of the net assets of the Master Fund. Exact details on the actual charges and expenses incurred at the level of the Master Fund are available by contacting the Investment Manager (e-mail: fixed-income@midas-wm.com).

13. Risk factors

Potential investors should inform themselves, and where appropriate consult their investment adviser, as to the tax consequences of purchasing, holding, converting, redeeming or otherwise disposing of Shares under the Law of their country of citizenship, residence or domicile. Investors should carefully read Section 20 (Investment Risks) of the Prospectus before investing in the Sub-Fund and they should also consider the following additional risks which are specific to the Sub-Fund. **In addition to the risks listed below and in the main part of the Offering Document, the Sub-Fund will be subject to the same risks as the ones listed in the prospectus of the Master Fund. The prospectus of the Master Fund may be obtained free of charge by contacting the Investment Manager (e-mail: fixed-income@midas-wm.com).**

Risk of capital loss

There is no guarantee for investors relating to the capital invested, and investors may not receive back the full amount invested.

Market Risk

Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment such as the Target Funds may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund's ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.

Currency Risks

The value of the Shares may be affected directly or indirectly via the Master Fund by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.
Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

Interest Rate Risk

Shareholders must be aware that an investment in the Shares may be exposed directly or indirectly via the Master Fund to interest rate risks.
These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Fund. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher risk, with a higher probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bond or debt instruments (which may fall to zero) may be affected.

Credit risk

Risk that an issuer or a counterparty will default. This risk includes the risk of changes in credit spreads and default risk. The Sub-Fund may be exposed directly or indirectly to the credit market and/or specific issuers in particular whose prices will change based on the expectations of the market as regards their ability to repay their debt. The Sub-Fund may also be exposed to the risk that a selected issuer will default, i.e. will be unable to honour its debt repayment, in the form of coupons and/or principal. Depending on whether the Sub-Fund are positively or negatively positioned on the credit market and/or some issuers in particular, an upward or downward movement respectively of the credit spreads, or a default, may negatively impact the net asset value. When evaluating the credit risk of a financial instrument, the Investment Manager will never rely solely on external ratings.

Equity risk

The Sub-Fund may be exposed to equity market risk directly or through indirect investment (through transferable securities and/or derivative products and/or the Master Fund). These investments, which generate long or short exposure, may entail a risk of substantial losses. A variation in the equity market in the reverse direction to the positions can lead to the risk of losses and may cause the net asset value of the Sub-Fund to fall.

Financial Derivative Instruments

Investments in derivatives may expose the Sub-Fund directly or indirectly via the Master Fund to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

Risk Associated with external factors

Uncertainty about the sustainability of some external environmental factors (such as tax regime or regulatory changes) that may have an impact on operation of the Sub-Fund. The Sub-Fund may be subject to a number of legal and regulatory risks, in particular contradictory, incomplete, ambiguous and unpredictable interpretations or applications of laws, restricted public access to the regulations, practices and customs, ignorance or violations of laws by counterparties or other market participants, incomplete or incorrect transaction documents, the absence of amendments established or applied consistently in order to obtain redress, inadequate protection of investors or a failure to apply existing laws. Difficulties in asserting, protecting and enforcing rights may have a significant negative effect on the Sub-Fund and its transactions. In particular, tax rules may be changed regularly or interpreted differently, increasing the amount of tax payable by the investor or the Sub-Fund on its assets, income, capital gains, financial transactions or charges paid or received by service providers.

Volatility risk

The Sub-Fund may be exposed directly or indirectly via the Master Fund to market volatility risk and could therefore, based on its exposure, suffer losses in the event of changes in the volatility level of these markets.

Operational risk

The operational risk is the risk of direct or indirect losses associated with a number of factors (such as human error, fraud and malice, IT system failures and external events, etc.) which may have an impact upon the Sub-Fund and/or the investors. The Investment Manager aims to reduce these risks by putting in place controls and procedures.

Non-exhaustive Risks Description

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.
To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Investment Manager. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

Fee structure

The Sub-Fund incurs the costs as set out above as well as a pro-rata portion of the fees paid by the Master Fund in which the Sub-Fund invests to their portfolio manager or other service providers. As a result, the operating expenses of the Sub-Fund may constitute a higher percentage of the net asset value than could be found in other investment schemes.
Potential investors should be aware that the fees payable to the service providers of the Sub-Fund are in addition to the fees paid by the Master Fund to their respective service provider and that consequently there may be a duplication of fees. There will be no duplication of subscription and/or redemption fees as these fees will not be levied at the level of the Master Fund nor at the level of the Sub-Fund.
However, in any event, there will be no duplication of fees, should the Sub-Fund invest in Target Funds managed by the Investment Manager and its affiliates. Accordingly, the Sub-Fund shall not incur any fee or expense payable to such Target Funds. Alternatively, investments in these Target Funds will be deducted from the Sub-Fund's net assets for the purpose of calculating the portfolio management fee.

Contingent convertible bonds (“CoCos”)

CoCos – or subordinated contingent capital securities – are instruments issued by banking institutions to increase their equity capital buffers in order to comply with new and stricter banking regulations which require them to increase their capital margins.

Trigger level risk

These debt securities are automatically converted into shares or depreciated (loss of interest and/or capital) when predefined trigger thresholds are reached, as for example, in the case of non-compliance with the minimum level of capital required for the issuer.

Unknown risk

Contingent convertible bonds are currently still 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, it is uncertain whether the market will view the issue as an idiosyncratic event or systemic. In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore, activation of a trigger or suspension of coupon payments could cause a broader sell-off of contingent convertible instruments, thereby decreasing liquidity in the market. In an illiquid market, price formation may be increasingly stressed.

Discretionary coupon cancellation

Coupon payments on certain contingent convertible bonds may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

Capital structure inversion risk
Contrary to classic capital hierarchy, with contingent convertible bonds, Investors may suffer a loss of capital when equity holders would not. In certain scenarios, holders of contingent convertible bonds will suffer losses ahead of equity holders, e.g. when a high trigger principal write-down contingent convertible bonds is activated. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

Call extension risk
Most contingent convertible bonds are issued as perpetual instruments which are callable at pre-determined dates. Perpetual contingent convertible bonds may not be called on the pre-defined call date and Investors may not receive return of principal on the call date or at any date.

Deferred redemption risk
While CoCos are generally perpetual instruments, they may, however, be redeemed on a determined date ("date of call") and at a predetermined level with the approval of the competent authority. There is, however, no guarantee that Cocos will be repaid on the scheduled date or that they will ever be repaid. Consequently, the Sub-Fund may never recover its investment.

Valuation risk
Given the lack of a long experience with these instruments, it is uncertain how they will perform under certain market conditions. There are no widely accepted standards for valuing contingent convertible bonds. 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.

<u>Convertible bonds risk</u>
Convertible bonds combine the opportunities and risks of equities and fixed-income securities. Accordingly, potential Shareholders are referred in particular to the notes on interest rate fluctuations and equities set out in Section 20 (Investment Risks). Depending on the value of the underlying equity, the convertible bond will behave more like an equity or like a bond. When the price of the underlying equity exceeds the conversion price, the convertible bond generally behaves more like an equity and will be more sensitive to changes to the stock markets. When the price of the underlying equity is lower than the conversion price, the convertible bond generally behaves more like a bond and will be more sensitive to changes in interest rates and in credit spreads.
Given the benefit provided by the potential conversion, convertible bonds generally offer lower yields than non-convertible bonds of similar quality. They also can be of lower credit quality and tend to be less liquid than traditional non-convertible securities. Lower credit quality debt instruments are generally subject to greater market, credit and default risk compared to more highly rated debt instruments.

<u>Sustainability risks</u>
The Sub-Fund will be exposed to some Sustainability Risks, which will differ from company to company. In particular, some companies, markets and sectors will have greater exposure to Sustainability Risks than others.
The Sub-Fund may be exposed to regions which might have relatively low governmental or regulatory oversight or low transparency or disclosure of sustainability factors.

14. Disclaimer on Master–Feeder Qualification

The Sub-Fund invests a significant portion of its assets in Axiom Lux – Axiom Obligataire (the "Master Fund"). Such investment approach does not result in the Sub-Fund qualifying as a feeder alternative investment fund within the meaning of Article 1(42) of the 2013 Law , given that the Master Fund qualifies as a UCITS.
The Sub-Fund also does not qualify as a feeder UCITS within the meaning of Article 77(1) of the "2010 Law", as its investment structure does not meet the requirements laid down in that provision.
Consequently, the Sub-Fund does not fall under the master–feeder regime provided for under either the 2013 Law or the 2010 Law.

Appendix 6: AXIOM EMERGING MARKETS CORPORATE BONDS FEEDER

1. Investment Objective and Policy

1.1 Investment objective of the Sub-Fund

The investment objective of MWM III SICAV-RAIF AXIOM EMERGING MARKETS CORPORATE BONDS FEEDER (the "Sub-Fund") is to provide investors with indirect exposure to the investment strategy of Axiom Lux – Emerging Markets Corporate Bonds (the "Master Fund"), a Luxembourg UCITS governed by the 2010 Law. The Master Fund aims to achieve, over a minimum 5-year investment horizon, an annual gross return (before management fees) of 500 basis points above the Euro Short Term Rate (€STR).

1.2 Investment policy of the Sub-Fund

To achieve its investment objective, the Sub-Fund will invest at least 85% of its net assets in the P(1)C EUR(v) share class of the Master Fund. The Sub-Fund may also hold up to 15% of its net assets (i) in ancillary liquid assets (bank deposits at sight, such as cash held in current accounts with a bank accessible at any time as well as highly liquid assets such as deposits with a credit institution, money market instruments and money market funds) and (ii) in financial derivative instruments, which may be used only for hedging purposes.

The Master Fund is actively managed with a discretionary approach aiming to deliver medium to long term capital growth through exposure to corporate bonds issued by entities located in or significantly exposed to emerging markets. The portfolio is primarily composed of high-yield corporate debt instruments (including both rated and unrated securities), and may also include investment grade securities. While sovereign issuers are not excluded, the investment strategy focuses mainly on corporate issuers.

The Master Fund may invest in securities denominated in various currencies, principally USD, EUR, and GBP, with non-EUR currency exposure that may be hedged. The portfolio is constructed independently of any benchmark and is based on decisions regarding risk allocation and issuer selection following in-depth fundamental credit analysis, macroeconomic and political considerations, and market valuations.

The Master Fund may invest up to 105% of its net assets in high-yield debt securities, up to 10% in distressed securities, up to 10% in equities, and up to 10% in UCITS or UCIs.

At the level of the Master Fund, the maximum aggregate exposure to entities defined on Bloomberg as being exposed to the same "country of risk" is set at 30% of the Master Fund's net assets. The maximum exposure to any given sector (defined according to Bloomberg's sector classification level 2) is also set at 30%.

Derivative instruments may be used for investment purposes, efficient portfolio management and/or hedging. Global exposure is monitored using the commitment approach.

The Sub Fund is disclosed under Article 6 ("SFDR"). The Sub Fund invests a minimum of 85% of its net assets in Axiom Lux – Axiom Emerging Markets Corporate Bonds, which is disclosed under SFDR Article 8. The Sub Fund does not follow a dedicated ESG investment strategy and sustainability is neither the objective, nor a mandatory part of the investment process of the Sub Fund. In particular, the underlying investments of the Sub Fund do not take into account the EU criteria for environmentally sustainable economic activities. The Sub Fund does not promote environmental or social characteristics and does not apply the Master Fund's environmental or social characteristics, exclusions, or sustainability indicators as binding commitments at Sub Fund level. Any reference to the Master Fund's SFDR disclosure is provided for factual purposes only and does not imply that the Sub Fund itself promotes such environmental or social characteristics.

The Sub-Fund may not enter into securities lending transactions, repurchase agreements, nor may it grant loans or act as guarantor for third parties.

2. Leverage

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the gross method as defined in article 7 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

The Sub-Funds' maximum level of leverage calculated and monitored by the AIFM in accordance with the commitment method as defined in article 8 of the Commission Delegated Regulation (EU) No 231/2013 is limited to amount to up to 210% of the respective Sub-Fund's net asset value.

3. Reference Currency

The Reference Currency of the Sub-Fund is EUR.

4. Investment Manager

The AIFM has appointed Midas Wealth Management S.A. as Investment Manager for the Sub-Fund pursuant to a Portfolio Management Agreement.

Midas Wealth Management S.A. is a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg on 7 July 2010 and is regulated by the CSSF. The Investment Manager is authorised for the purpose of asset management. The relationship between the AIFM and the Investment Manager is subject to the terms of the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Investment Manager has the full discretion, subject to the overall review and control of the AIFM and, ultimately, the Board of Directors, to manage the assets of the Sub-Fund on a discretionary basis, in accordance with the investment objective and policy of the Sub-Fund and any additional investment restrictions or guidelines imposed by the Board of Directors or the AIFM. Within this function, the Investment Manager has authority to act on behalf of the Company.

The Portfolio Management Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than three (3) months' prior written notice. The Portfolio Management Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders.

The Portfolio Management Agreement contains provisions exempting the Investment Manager from liability and indemnifying the Investment Manager in certain circumstances. In particular, the Investment Manager will not be responsible for any loss of assets and investments of the Company, except to the extent that such loss is due to the Investment Manager's negligence or wrongful failure. The liability of the Investment Manager towards the AIFM will not be affected by any delegation of functions by the Investment Manager.

5. Risk Management Function and Liquidity Risk Management

In accordance with Article 14 of the Law of 12 July 2013 and Articles 38 et seqq. of the Commission Delegated Regulation (EU) No. 231/2013, the risk management function of the AIFM shall be hierarchically and functionally independent from operating units. The AIFM will apply a risk management procedure for each of the Company's Sub-funds in compliance with the Law of 12 July 2013 and other applicable provisions, in particular the Commission Delegated Regulation (EU) No. 231/2013. The risk management procedure will measure and control the exposure of the Sub-funds using the so-called gross method and the commitment method. The global exposure in accordance with the gross method shall be the sum of the absolute values of all positions valued.
The AIFM adopts procedures enabling it to monitor the liquidity risk of the Sub-funds and to ensure that the liquidity profile of the investments of the Sub-funds comply with the underlying obligations. The AIFM regularly conducts stress tests, under normal and exceptional liquidity conditions, which enable it to assess the liquidity risk of the Sub-funds and monitor the liquidity risk of the Sub-funds accordingly.

6. Profile of the Typical Investor

The Sub-Fund is intended for well-informed investors with at least a six years investment time horizon. The amount that it is reasonable to invest in this Sub-Fund depends on the investor's personal circumstances. When deciding how much to invest, investors should consider their personal assets, their current needs and the recommended investment period, as well as their willingness to take risks or their preference for cautious investment.

7. Valuation Date

The Valuation Date of the Sub-Fund is determined on a daily basis. The Net Asset Value of the Sub-Fund is, as a matter of principle, calculated on each Business Day ("Calculation Day") by using the closing mid-prices of the previous Business Day ("Valuation Day"). For the present Sub-Fund, any Business Day should be understood as a full day on which commercial banks and foreign exchange markets are open for business (other than Saturdays, Sundays and public holidays) simultaneously in Luxembourg, Paris and London. The Net Asset Value will be rounded down to two decimal places.

8. Available Share Classes

The Class available in this Sub-Fund is listed in the table below.

Classes of Shares	Income policy	Currency	Investors
A	Accumulation	EUR	**Well-Informed Investors**

9. Subscriptions

Subscriptions may be made in amount or in a number of shares.
Applications for Shares must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable one (1) Business Day before the relevant Valuation Date. Applications for shares received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
The subscription amount to be paid by investors must be received by the Fund or its delegates two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date. Any subscription for which the proceeds have not been received by the Fund or its delegates by that payment date time may be cancelled or redeemed at the exclusive costs and risks of the investors.
Shares are offered at the following conditions per Share Class:

Classes of Shares	Initial subscription prices	Subscription fee (Maximum)	Minimum initial subscription amount and minimum holding requirement	Cut-off time
A	1'000.-	0	EUR 100’000-	12:00 pm (CET)

10. Redemptions

Redemptions may be made in amount or in a number of Shares.
Redemption orders must be received by the Registrar and Transfer Agent before the cut-off time set forth in the table below to be dealt with on the basis of the Net Asset Value per Share applicable on that Valuation Date. Redemption orders received by the Registrar and Transfer Agent after that cut-off time will be dealt with on the next Valuation Date.
Redemption amounts are paid to the Shareholders at the latest two (2) Business Days as from the NAV Calculation Day following the applicable Valuation Date.
Shares are redeemed at the following conditions per Share Class:

Classes of Shares	Redemption fee (Maximum)	Minimum holding amount	Cut-off time
A	0	EUR 100’000.-	12:00 pm (CET)

11. Valuation principles

See Chapter 12.
With respect to the protection of investors in case of net asset value calculation errors and the correction of the consequences resulting from non-compliance with the investment restrictions applicable to the Fund, the Fund intends to comply with the principles and rules set out in CSSF Circular 24/856 on the protection of investors in case of a net asset value calculation error, an instance of non-compliance with the investment rules and other errors at UCI level, subject to the following:

- the tolerance threshold applicable to the Sub-Fund for net asset value calculation errors shall be 0.5%;
- the correction shall be made under the control of the auditor of the Fund; and
- the provisions of CSSF Circular 24/856 foreseeing any notification to the CSSF by the AIFM are not applicable provided that the tolerance threshold set out above is not exceeded.

12. Expenses

Fees & expenses	**Classes of Shares**
	A
Management Fee	Max 0.50%

Taxe d'abonnement	0.01% (*)

(*) with the exception of the assets invested into the Master Fund which will be not subject to that tax.

Each Class of Shares will bear other expenses, such as the Central Administration fees, Depositary Bank fees, bank charges, brokerage fees, transaction costs payable to both the counterparties and the Central Administration, audit fees, legal fees and other taxes, and other expenses (such as the ones incurred in obtaining investment research, systems and other services or data used for portfolio and risk management purposes).

AIFM Fee	0.04% of the NAV with minimum fee per annum of EUR 30,000.- (reduced by 50% for the first six months after the launch).
Depositary Bank fee	In consideration for its services, the Depositary Bank is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.02% of the NAV with a minimum fee per annum of EUR 15,000.-
Central Administration	In consideration for its services, the Central Administrator is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate of 0.02 % of the NAV (with a minimum fee per annum of EUR 25,000.-reduced to EUR 15,000.- for the first six months after the launch).

In addition, and taking into consideration that the Sub-Fund is investing into the Master Fund, the fees, charges and expenses associated are (i) a management company fee at an annual rate of 0.50 %, (ii) a potential performance fee of 15% for any gross return (before management fee) in excess of 500 basis points above the Euro Short Term Rate (€STR) and (iii) other expenses charged to the Master Fund as further described in its Prospectus, including inter alia audit, custody, administrative agent, paying agent, lawyers, hedging, distribution, registration /regulatory costs,… are amounting up to 0.15% of the net assets of the Master Fund. Exact details on the actual charges and expenses incurred at the level of the Master Fund are available by contacting the Investment Manager (e-mail: fixed-income@midas-wm.com).

13. Risk factors

Potential investors should inform themselves, and where appropriate consult their investment adviser, as to the tax consequences of purchasing, holding, converting, redeeming or otherwise disposing of Shares under the Law of their country of citizenship, residence or domicile. Investors should carefully read Section 20 (Investment Risks) of the Prospectus before investing in the Sub-Fund and they should also consider the following additional risks which are specific to the Sub-Fund. **In addition to the risks listed below and in the main part of the Offering Document, the Sub-Fund will be subject to the same risks as the ones listed in the prospectus of the Master Fund. The prospectus of the Master Fund may be obtained free of charge by contacting the Investment Manager (e-mail: fixed-income@midas-wm.com).**

Risk of capital loss

There is no guarantee for investors relating to the capital invested, and investors may not receive back the full amount invested.

Market Risk

Investors should be aware that the investments of the Sub-Fund are subject to normal market fluctuations and other risks inherent in investing in securities. As such, the market value of any particular investment such as the Target Funds may be subject to substantial variation. At times, it may be difficult to obtain price quotes at all. Accordingly, the Sub-Fund's ability to respond to market conditions may be impaired and the Sub-Fund may experience adverse price movements upon liquidation of these types of investment. There is no assurance that the investment objective will actually be achieved or that any appreciation in the value of the assets will occur.

Currency Risks

The value of the Shares may be affected directly or indirectly via the Master Fund by currency fluctuations, measures to manage foreign currency, tax regulations, including the levying of withholding tax, as well as any other economic or political factors or changes in the countries in which the Sub-Fund is invested.

Currency exchange rates may fluctuate significantly over short periods of time. They generally are determined by supply and demand in the currency exchange markets and the relative merits of investments in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates also can be affected unpredictably by intervention (or the failure to intervene) by relevant governments or central banks, or by currency controls or political developments.

Interest Rate Risk

Shareholders must be aware that an investment in the Shares may be exposed directly or indirectly via the Master Fund to interest rate risks.

These risks occur when there are fluctuations in the interest rates of the main currencies of each security or other financial assets of the Sub-Fund. Bonds or debt instruments involve an issuer-related credit risk, which can be calculated using the issuer solvency rating. Bonds or debt instruments issued by entities that have a low rating are, as a general rule, considered to be instruments that are at a higher risk, with a higher probability of the issuer defaulting, than those of issuers with a higher rating. When the issuer of bonds or debt instruments finds itself in financial or economic difficulty, the value of the bonds or debt instruments (which may fall to zero) and the payments made for these bond or debt instruments (which may fall to zero) may be affected.

Credit risk

Risk that an issuer or a counterparty will default. This risk includes the risk of changes in credit spreads and default risk. The Sub-Fund may be exposed directly or indirectly to the credit market and/or specific issuers in particular whose prices will change based on the expectations of the market as regards their ability to repay their debt. The Sub-Fund may also be exposed to the risk that a selected issuer will default, i.e. will be unable to honour its debt repayment, in the form of coupons and/or principal. Depending on whether the Sub-Fund are positively or negatively positioned on the credit market and/or some issuers in particular, an upward or downward movement respectively of the credit spreads, or a default, may negatively impact the net asset value. When evaluating the credit risk of a financial instrument, the Investment Manager will never rely solely on external ratings.

Equity risk

The Sub-Fund may be exposed to equity market risk directly or through indirect investment (through transferable securities and/or derivative products and/or the Master Fund). These investments, which generate long or short exposure, may entail a risk of substantial losses. A variation in the equity market in the reverse direction to the positions can lead to the risk of losses and may cause the net asset value of the Sub-Fund to fall.

Financial Derivative Instruments

Investments in derivatives may expose the Sub-Fund directly or indirectly via the Master Fund to higher volatility than experienced by investments in traditional securities. In addition, potential investors should note that various risks arising from money flows in connection with subscriptions and redemptions may reduce the targeted return. Moreover, potential investors should be aware of the fact that the counterparty risk cannot be eliminated completely in derivative strategies.

Risk Associated with external factors

Uncertainty about the sustainability of some external environmental factors (such as tax regime or regulatory changes) that may have an impact on operation of the Sub-Fund. The Sub-Fund may be subject to a number of legal and regulatory risks, in particular contradictory, incomplete, ambiguous and unpredictable interpretations or applications of laws, restricted public access to the regulations, practices and customs, ignorance or violations of laws by counterparties or other market participants, incomplete or incorrect transaction documents, the absence of amendments established or applied consistently in order to obtain redress, inadequate protection of investors or a failure to apply existing laws. Difficulties in asserting, protecting and enforcing rights may have a significant negative effect on the Sub-Fund and its transactions. In particular, tax rules may be changed regularly or interpreted differently, increasing the amount of tax payable by the investor or the Sub-Fund on its assets, income, capital gains, financial transactions or charges paid or received by service providers.

Volatility risk

The Sub-Fund may be exposed directly or indirectly via the Master Fund to market volatility risk and could therefore, based on its exposure, suffer losses in the event of changes in the volatility level of these markets.

Operational risk

The operational risk is the risk of direct or indirect losses associated with a number of factors (such as human error, fraud and malice, IT system failures and external events, etc.) which may have an impact upon the Sub-Fund and/or the investors. The Investment Manager aims to reduce these risks by putting in place controls and procedures.

Non-exhaustive Risks Description

The above risk factors ought not to be taken as a complete enumeration or explanation of the risks faced by the Sub-Fund. The above factors, and other risks not specifically referred to above, may in the future materially affect the financial performance of the Sub-Fund and the net asset value of the Shares offered hereby. Therefore, no assurances or guarantees of future profitability, distributions, payment of dividends, return of capital or performance of the Sub-Fund can be provided.

To the extent that prospective investors and this offering would benefit from an independent review, such benefit is not available through the Board of Directors or through the AIFM or the Investment Manager. Prospective investors are encouraged to seek the advice of independent legal counsel in evaluating the risks and conflicts involved in this offering.

Fee structure

The Sub-Fund incurs the costs as set out above as well as a pro-rata portion of the fees paid by the Master Fund in which the Sub-Fund invests to their portfolio manager or other service providers. As a result, the operating expenses of the Sub-Fund may constitute a higher percentage of the net asset value than could be found in other investment schemes.

Potential investors should be aware that the fees payable to the service providers of the Sub-Fund are in addition to the fees paid by the Master Fund to their respective service provider and that consequently there may be a duplication of fees. There will be no duplication of subscription and/or redemption fees as these fees will not be levied at the level of the Master Fund nor at the level of the Sub-Fund.

However, in any event, there will be no duplication of fees, should the Sub-Fund invest in Target Funds managed by the Investment Manager and its affiliates. Accordingly, the Sub-Fund shall not incur any fee or expense payable to such Target Funds. Alternatively, investments in these Target Funds will be deducted from the Sub-Fund's net assets for the purpose of calculating the portfolio management fee.

Contingent convertible bonds ("CoCos")

CoCos – or subordinated contingent capital securities – are instruments issued by banking institutions to increase their equity capital buffers in order to comply with new and stricter banking regulations which require them to increase their capital margins.

Trigger level risk

These debt securities are automatically converted into shares or depreciated (loss of interest and/or capital) when predefined trigger thresholds are reached, as for example, in the case of non-compliance with the minimum level of capital required for the issuer.

Unknown risk

Contingent convertible bonds are currently still 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, it is uncertain whether the market will view the issue as an idiosyncratic event or systemic. In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore, activation of a trigger or suspension of coupon payments could cause a broader sell-off of contingent convertible instruments, thereby decreasing liquidity in the market. In an illiquid market, price formation may be increasingly stressed.

Discretionary coupon cancellation

Coupon payments on certain contingent convertible bonds may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

Capital structure inversion risk

Contrary to classic capital hierarchy, with contingent convertible bonds, Investors may suffer a loss of capital when equity holders would not. In certain scenarios, holders of contingent convertible bonds will suffer losses ahead of equity holders, e.g. when a high trigger principal write-down contingent convertible bonds is activated. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

Call extension risk
Most contingent convertible bonds are issued as perpetual instruments which are callable at pre-determined dates. Perpetual contingent convertible bonds may not be called on the pre-defined call date and Investors may not receive return of principal on the call date or at any date.

Deferred redemption risk
While CoCos are generally perpetual instruments, they may, however, be redeemed on a determined date ("date of call") and at a predetermined level with the approval of the competent authority. There is, however, no guarantee that Cocos will be repaid on the scheduled date or that they will ever be repaid. Consequently, the Sub-Fund may never recover its investment.

Valuation risk
Given the lack of a long experience with these instruments, it is uncertain how they will perform under certain market conditions. There are no widely accepted standards for valuing contingent convertible bonds. 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.

Convertible bonds risk
Convertible bonds combine the opportunities and risks of equities and fixed-income securities. Accordingly, potential Shareholders are referred in particular to the notes on interest rate fluctuations and equities set out in Section 20 (Investment Risks). Depending on the value of the underlying equity, the convertible bond will behave more like an equity or like a bond. When the price of the underlying equity exceeds the conversion price, the convertible bond generally behaves more like an equity and will be more sensitive to changes to the stock markets. When the price of the underlying equity is lower than the conversion price, the convertible bond generally behaves more like a bond and will be more sensitive to changes in interest rates and in credit spreads.
Given the benefit provided by the potential conversion, convertible bonds generally offer lower yields than non-convertible bonds of similar quality. They also can be of lower credit quality and tend to be less liquid than traditional non-convertible securities. Lower credit quality debt instruments are generally subject to greater market, credit and default risk compared to more highly rated debt instruments.

Sustainability risks
The Sub-Fund will be exposed to some Sustainability Risks, which will differ from company to company. In particular, some companies, markets and sectors will have greater exposure to Sustainability Risks than others.
The Sub-Fund may be exposed to regions which might have relatively low governmental or regulatory oversight or low transparency or disclosure of sustainability factors.

14. Disclaimer on Master–Feeder Qualification

The Sub-Fund invests a significant portion of its assets in Axiom Lux – Axiom Emerging Markets Corporate Bonds (the "Master Fund"). Such investment approach does not result in the Sub-Fund qualifying as a feeder alternative investment fund within the meaning of Article 1(42) of the 2013 Law , given that the Master Fund qualifies as a UCITS.
The Sub-Fund also does not qualify as a feeder UCITS within the meaning of Article 77(1) of the "2010 Law", as its investment structure does not meet the requirements laid down in that provision.
Consequently, the Sub-Fund does not fall under the master–feeder regime provided for under either the 2013 Law or the 2010 Law.