

SALES PROSPECTUS
(including Annexes and Articles of Association)



BAKERSTEEL® GLOBAL FUNDS
SICAV

BAKERSTEEL GLOBAL FUNDS SICAV

Sub-funds:

BAKERSTEEL GLOBAL FUNDS SICAV – Precious Metals Fund

Management Company:

IPConcept (Luxemburg) S.A.

Depositary:

DZ PRIVATBANK S.A.

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Management, distribution and advisory services

INVESTMENT COMPANY

BAKERSTEEL GLOBAL FUNDS SICAV

4, rue Thomas Edison
L-1445 Strassen, Luxembourg

Board of Directors of the Investment Company

Chairman of the Board of Directors

Priya Mukherjee
Baker Steel Capital Managers LLP
London

Members of the Board of Directors

Trevor Steel
Baker Steel Capital Managers LLP
London

Richard Goddard
the Directors Office
Luxembourg

Felix Graf von Hardenberg
IPConcept (Luxembourg) S.A.
Luxembourg

AUDITORS OF THE INVESTMENT COMPANY

PricewaterhouseCoopers, Société coopérative

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

Management Company

IPConcept (Luxemburg) S.A.

4, rue Thomas Edison
L-1445 Strassen, Luxembourg

E-mail: info@ipconcept.com
Internet: www.ipconcept.com

Capital as at 31 December 2015: EUR 4,580,000

Management Company Executives (management body)

Nikolaus Rummler
Michael Borelbach

Board of Directors of the Management Company

Chairman of the Board of Directors

Dr. Frank Müller
Member of the Board of Managing Directors
DZ PRIVATBANK S.A.

Board of Directors

Bernhard Singer
Johannes Scheel

Auditor of the Management Company

Ernst & Young S.A.
35E, Avenue John F. Kennedy
L-1855 Luxemburg

DEPOSITARY

DZ PRIVATBANK S.A.
4, rue Thomas Edison
L-1445 Strassen, Luxembourg

CENTRAL ADMINISTRATION AGENT AND REGISTRAR AND TRANSFER AGENT

DZ PRIVATBANK S.A.
4, rue Thomas Edison
L-1445 Strassen, Luxembourg

INVESTMENT MANAGER

Baker Steel Capital Managers LLP
34 Dover Street London W1S 4NG
United Kingdom

PAYING AGENT

Grand Duchy of Luxembourg

DZ PRIVATBANK S.A.
4, rue Thomas Edison
L-1445 Strassen, Luxembourg

The investment company described in this Sales Prospectus (including Articles of Association and Annexes) (the "Sales Prospectus") is a Luxembourg investment company (*société d'investissement à capital variable*) that has been established for an unlimited period in the form of an umbrella fund ("Investment Company") with one or more sub-funds ("sub-funds") in accordance with Part I of the Luxembourg Law of 17 December 2010 on Undertakings for Collective Investment in Transferable Securities, as amended (the "Law of 17 December 2010").

The Sales Prospectus is only valid in conjunction with the most recently published annual report, if available, which may not be more than 16 months old. If more than eight months have elapsed since the date of the annual report, the purchaser will also be provided with the semi-annual report. The currently valid Sales Prospectus and the "Key Investor Information Document" shall form the legal foundation for the purchase of units. In purchasing units, the shareholder acknowledges the Sales Prospectus, the "Key Investor Information Document" and any approved amendments published thereto.

The shareholder will be provided with the "Key Investor Information Document" at no charge on a timely basis prior to acquisition of Fund units.

No information or explanations may be given which are at variance with the Sales Prospectus or the "Key Investor Information Document". Neither the Management Company nor the Investment Company shall be liable if any information or explanations are given which deviate from the terms of the current Sales Prospectus or the "Key Investor Information Document".

The Sales Prospectus and the "Key Investor Information Document", as well as the relevant annual and half-yearly reports for the Investment Company are available free of charge at the registered office of the Investment Company, the Depositary, the paying agents and sales agent. The Sales Prospectus and the "Key Investor Information Document" may also be downloaded from www.ipconcept.com. Upon request by the shareholder, these documents will also be provided in hard copy. For further information, please see the section entitled "Information for shareholders".

Sales Prospectus

The Investment Company ("Investment Company") described in this Sales Prospectus (plus Articles of Association and Annexes) was established on 10 April 2008. At the initiative of **Baker Steel Capital Managers LLP** it has appointed **IPConcept (Luxemburg) S.A.** as its management company ("Management Company").

Enclosed with this Sales Prospectus are Annexes relating to the respective sub-funds, as well as the Articles of Association of the Investment Company. The Sales Prospectus together with the Annexes and the Articles of Association constitute a whole in terms of their substance and thus supplement each other.

The Investment Company

The Investment Company is a limited company with variable capital (*société d'investissement à capital variable*), under Luxembourg law with its registered office at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg. It was established on 10 April 2008 for an unspecified period in the form of an umbrella fund with sub-funds.

Its Articles of Association were published on 30 April 2008 in the Mémorial, Recueil des Sociétés et Associations, the official journal of the Grand Duchy of Luxembourg ("Mémorial"). The Mémorial was replaced on 1 June 2016 by the new information platform Recueil électronique des sociétés et associations ("RESA") of the Trade and Companies Register in Luxembourg. Amendments to the Articles of Association of the Investment Company came into effect on 13th of October 2016 and were published in the RESA. The Investment Company is entered in the commercial register in Luxembourg under registration number R.C.S. Luxembourg B 137827. The Investment Company's financial year ends on 31 December of each year.

On formation, the Investment Company's capital amounted to EUR 31,000 made up of 310 shares of no par value and will always be equal to its net asset value. In accordance with the Law of 17 December 2010, the capital of the Investment Company reached an amount of no less than EUR 1,250,000 within six months of its registration by the Luxembourg supervisory authorities.

The exclusive purpose of the Investment Company is the investment in securities and/or other permissible assets in accordance with the principle of risk diversification pursuant to Part I of the Law dated 17 December 2010, with the aim of achieving a reasonable performance for the benefit of the shareholders by following a specific investment policy.

The Board of Directors of the Investment Company ("Board of Directors ") has been authorised to carry out all transactions that are necessary or beneficial for the fulfilment of the Company's purpose. The Board of Directors is responsible for all the affairs of the Investment Company, unless specified in the Law of 10 August 1915 concerning commercial companies (including amendments) or the Articles of Association of the Investment Company as being reserved for decision by the shareholders.

In an agreement dated 19 February, 2015 the Board of Directors delegated the management function in accordance with amended Council Directive 2009/65/EC of 13 July 2009 ("Directive

2009/65/EC") on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities to the Management Company.

The Management Company

The Board of Directors appointed the Management Company **IPConcept (Luxembourg) S.A.**, a public limited company under the law of the Grand Duchy of Luxembourg with its registered office located at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg, with the duties of asset management, administration and distribution of the shares of the Investment Company. The Management Company was incorporated for an indefinite period on 23 May 2001. Its Articles of Association were published in the Mémorial on 19 June 2001. The latest amendment to the Articles of Association of the Management Company came into effect on 14 November 2013 and was published in the Mémorial on 11 December 2013. The Management Company is listed in the commercial register in Luxembourg under registration number R.C.S. Luxembourg B 82.183. Each financial year of the Management Company ends on 31 December of each year. The equity capital of the Management Company amounted to EUR 4,580,000 on 1 April 2015.

The purpose of the Management Company is to establish and manage admissible undertakings for collective investment. These include undertakings for collective investment in transferable securities (hereinafter: UCITS) pursuant to the Law of 17 December 2010 on undertakings for collective investment, and its subsequent amendments (the "Law of 17 December 2010"), alternative investment funds (hereinafter: AIF) pursuant to the Law of 12 July 2013 on alternative investment fund managers (the "Law of 12 July 2013") as well as other undertakings for collective investment that are not subject to the aforementioned directives and for which the Management Company is subject to supervision and whose units cannot, pursuant to the aforementioned laws, be sold in other Member States of the European Union.

The Management Company complies with the requirements of Directive 2009/65/EC on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in securities.

The Management Company is obliged to employ a risk-management procedure enabling it to monitor and assess the risk connected with investment holdings as well as their share in the total risk profile of the investment portfolio at any time. It must also resort to a procedure permitting a precise and independent assessment of the value of OTC derivatives. It must provide regular information to the Luxembourg supervisory authorities, in accordance with the procedures that it has laid down, concerning the kinds of derivatives in the portfolio, the risks connected with the underlying instruments, the investment limits and the methods employed to assess the risks bound up with derivative transactions.

The Management Company is responsible for the management and administration of the Investment Company and its sub-funds. On behalf of the Investment Company and/or its sub-funds, it may take all management and administrative measures and exercise all rights directly or indirectly connected with the assets of the Investment Company or its sub-funds.

The Management Company acts honestly, fairly, professionally and independently of the Depository and solely in the interests of the shareholders when carrying out its tasks.

The Management Company carries out its obligations with the care of a paid authorised agent (*mandataire salarié*). Its Board of Directors has appointed Messrs Michael Borelbach and Nikolaus Rummler as chief executives and transferred all management responsibilities to them.

The Management Company currently manages the following investment funds: 1. SICAV, AKZENT Invest Fonds 1 (Lux), Ametos SICAV, apo Medical Opportunities, apo VV Premium, Arabesque SICAV, BAKERSTEEL GLOBAL FUNDS SICAV, Baumann und Partners, Bond Absolute Return, Bond Opportunities Fund, Boss Concept IPC Sicav, BPM, BS Best Strategies UL Fonds, BZ Fine Funds, CAM, CME Gold & Silver Equity Fund, CMT, CONREN, CONREN Fortune, CVT, Deutschland Ethik 30 Aktienindexfonds UCITS ETF, DZPB Concept, DZPB II, DZPB Portfolio, DZPB Rendite, DZPB Reserve (in Liquidation), DZPB Vario, Exklusiv Portfolio SICAV, FFPB, FG&W Fund, FIDES, Fonds Direkt Sicav, FondsSelector SMR SICAV, Fortezza Finanz, framas-Treuhand, FundPro, FVCM, G&P Invest, Generations Global Growth, GENOKONZEPT, Global Family Strategy I, Global Family Strategy II, GPI Fonds – Ausgewogen, HELLERICH Global, Iron Trust, Istanbul Equity Fund, JB Struktur, KCD-Mikrofinanzfonds, Kapital Konzept, Liquid Stressed Debt Fund, m4, Marathon, ME Fonds, Mellinckrodt 2 SICAV, Meritum Capital, Mobilitas, Modulor, Morgenstern Solid Performer, MPPM, MS, Multiadvisor Sicav, Mundus Classic Value, NPB Sicav, Öko-Aktienfonds, P & R, Phaidros Funds, Portikus International Opportunities Fonds, Premium Portfolio SICAV, Premium Portfolio SICAV II, PRIMA, Prince Street Emerging Markets Flexible EUR, Pro Fonds (Lux), PVV SICAV, Salm, SAM - Strategic Solution Fund, SAUREN FONDS-SELECT SICAV, Sauren Hedgefonds–Select, SC Fonds, S.E.A. Funds, Silk, Silverlake SICAV (in liquidation), SOTHA, SPI Bangladesh Fund, STABILITAS, StarCapital, StarCapital Allocator, StarCapital Huber, STARS, Stuttgarter-Aktien-Fonds, Stuttgarter Dividendenfonds, Stuttgarter Energiefonds, Taunus Trust, Taunus Trust II, VB Karlsruhe Premium Invest, VB Reserve Select, Vietnam Emerging Market Fund SICAV, VM, Volksbank Müllheim, VR Nürnberg (IPC), VR Premium Fonds, VR Vip, VR-PrimaMix, W&E Aktien Global, WAC Fonds, Werte & Sicherheit Nr.1, Whitelake and WVB.

The Management Company is entitled, subject to the agreement of the Board of Directors of the Investment Company, at its own responsibility and control, to delegate the activities transferred to it by the Investment Company to third parties. Such delegation must not impair the effectiveness of the supervision by the Management Company in any way. In particular, the delegation of duties must not obstruct the Management Company from acting in the interests of the shareholders and ensuring that the Investment Company is managed in the best interests of its shareholders.

The Management Company may for the purpose of managing the assets of the relevant sub-fund employ investment advisers/fund managers under its own responsibility and control. The investment adviser/fund manager is remunerated for the service provided either from the management fee or directly from the relevant sub-fund assets.

Depository and paying agent

The sole Depository and paying agent of the Investment Company is **DZ PRIVATBANK S.A.** ("Depository") with its registered office located at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg. The Depository is a public limited company under the laws of the Grand Duchy of Luxembourg and conducts banking business. The rights and obligations of the Depository are based on the Law of 17 December 2010, the applicable regulations, the Depository Agreement and the Sales Pro-

spectus. It acts honestly, fairly, professionally and independently of the Management Company and solely in the interests of the fund and the shareholders.

Pursuant to Article 37 of the Articles of Association, the Depositary may delegate some of its duties to third parties ("sub-custodians").

An up-to-date overview of sub-custodians can be found on the Management Company's website (www.ipconcept.com) or requested free of charge from the Management Company.

Upon request, the Management Company will provide investors with the latest information regarding the identity of the Fund's depositary, the Depositary's obligations and any conflicts of interest that could arise and with a description of all depositary functions transferred by the Depositary, the list of sub-custodians and information on any conflicts of interest that could arise from the transfer of functions.

The appointment of the Depositary and/or sub-custodians may cause potential conflicts of interest, which are described in more detail in the section entitled "Potential conflicts of interest".

Registrar and transfer agent

The registrar and transfer agent ("Relevant Agent") of the Fund is **DZ PRIVATBANK S.A.** with its registered office at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg. The Relevant Agent is a public limited company under the law of the Grand Duchy of Luxembourg. The duties of the Relevant Agent include the processing of applications and orders for the subscription, redemption, exchange and assignment of shares, as well as the keeping of the share register.

Central Administration Agent

The Central Administration Agent of the Fund is **DZ PRIVATBANK S.A.** with its registered office at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg. The Central Administration Agent is a public limited company under the law of the Grand Duchy of Luxembourg and its duties include accounting and bookkeeping, calculation of the net asset value per share and the drawing up of annual reports.

The Central Administration Agent has delegated, under its own responsibility and control, various administrative tasks, e.g. calculation of net asset values, to Union Investment Financial Services S.A. with its registered office at 308, route d'Esch, L-1471 Luxembourg.

Investment Manager

The Management Company has appointed **Baker Steel Capital Managers LLP**, with its registered office at 34 Dover Street, London, W1S 4NG, United Kingdom as Investment Manager of the Fund and has delegated investment management to that company.

The Investment Manager is authorised to manage assets and is subject to corresponding supervision.

The Investment Manager is responsible for the independent day-to-day implementation of the investment policy of each sub-fund's assets and for managing the assets of each sub-fund on a day-to-day basis, as well as providing other associated services under the supervision, responsibility and control of the Management Company. The Investment Manager is required to execute these tasks while adhering to the principles of the investment policy and investment restrictions of each of the sub-funds, as described in this Sales Prospectus.

The Investment Manager is authorised to select brokers and traders to execute transactions using the Fund assets. The Investment Manager is also responsible for investment decisions and the placing of orders.

The Investment Manager has the right to obtain advice from third parties, particularly from various investment advisers, at its own cost and responsibility.

The Investment Manager is authorised, with the prior consent of the Management Company, to delegate some or all of its duties and obligations to a third party, whose remuneration shall be borne by the Investment Manager. In this case the Sales Prospectus will be amended accordingly.

The Investment Manager bears all expenses incurred by it in connection with the services it performs. Broker commission, transaction fees and other transaction related costs arising in connection with the purchase and sale of assets are borne by the relevant sub-fund.

Legal position of shareholders

The Management Company has appointed the Investment Manager to invest money paid into each sub-fund on behalf of the Investment Company. Investments are made in accordance with the principle of risk diversification, in securities and/or other legally permissible assets in accordance with Article 41 of the Law of 17. December 2010. The monies invested and the assets acquired with such monies form the relevant sub-fund's assets, which are held separately from the Management Company's own assets.

As joint owners, the shareholders own a share of the respective sub-fund pro rata to their shares. The shares of the respective sub-fund shall be issued in the certificates and denominations stated in the Annex to the specific sub-fund. If registered shares are issued, these shall be included by the Relevant Agent in the share register maintained for the Investment Company. In this case, confirmation of entry of the shares in the share register will be sent to the shareholder to the address specified in the share register. The shareholder shall not be entitled to the delivery of physical share certificates.

All shares in a sub-fund shall have the same rights, unless the Investment Company decides to issue different classes of share within the same sub-fund pursuant to Article 11 (7) of the Articles of Association.

If the shares of a sub-fund are admitted for official trading on a stock exchange, this will be announced in the relevant Annex to the Sales Prospectus.

There is no guarantee that the shares of the respective sub-fund will not also be traded on other markets. (For example, inclusion in the unofficial transactions of a stock exchange).

The market price forming the basis for stock market dealings or trading on other markets is not determined exclusively by the value of the assets held in the respective sub-fund but also by supply and demand. The market price may therefore differ from the net asset value per share.

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

General Information on trading in the sub-fund's shares

Investing in the sub-funds is regarded as a long-term commitment.

Market timing is understood to mean the technique of arbitrage whereby an investor systematically subscribes, exchanges and redeems units in a sub-fund/fund within a short period by exploiting time differences and/or the imperfections or weaknesses in the valuation system for calculating the Fund's net asset value. The Management Company takes the appropriate protection and/or control measures to avoid such practices. It also reserves the right to reject, cancel or suspend an order from an investor for the subscription or exchange of units if the investor is suspected of engaging in market timing.

The purchase or sale of shares after the close of trading at already established or different closing prices - so called "late trading" - is strictly prohibited by the Management Company. The Management Company ensures that units will be issued on the basis of a unit value previously unknown to the shareholder. If the suspicion nevertheless exists that a shareholder is engaging in "late trading", the Management Company reserves the right to reject the subscription application.

The possibility cannot be ruled out that shares of the respective sub-fund may also be traded on other markets.

The market price underlying stock market dealings or trading on other markets is not determined exclusively by the value of the assets held in the respective sub-fund, but also by supply and demand. This market price can therefore differ from the share price.

Investment policy

The objective of the investment policy of the Investment Company and/or its sub-funds is to invest in transferable securities and other eligible assets in order to provide returns for investors in the respective currency of the sub-fund (as defined in Article 12(2) of the Articles of Association in conjunction with the relevant Annex to this Sales Prospectus). Details of the investment policy of each sub-fund are specified in the relevant Annex to this Sales Prospectus.

The general investment principles and restrictions specified in Article 4 of the Articles of Association apply to all sub-funds, provided no deviations or supplements are specified in the relevant Annex to this Sales Prospectus for a particular sub-fund.

The respective sub-fund's assets are invested pursuant to the principle of risk diversification within the meaning of the provisions of Part I of the Law of 17 December 2010 and in accordance with the investment policy principles and investment restrictions specified in Article 4 of the Articles of Association.

Information on derivatives and other techniques and instruments

In accordance with the general provisions governing the investment policy referred to in Article 4 of the Articles of Association, the Management Company may make use of derivatives, securities financing transactions and other techniques and instruments for sub-funds to ensure efficient portfolio management. The counterparties and/or financial counterparties, as defined in Article 3, paragraph 3 of Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No. 648/2012 ("SFTR"), to the aforementioned transactions must be institutions subject to official prudential supervision and belong to the categories approved by the CSSF. They must also specialise in this type of transaction. When selecting counterparties and financial counterparties for securities financing transactions and total return swaps, criteria such as legal status, country of origin and credit rating of the counterparty are taken into account. The counterparties and/or financial counterparties must be subject to state supervision and have an equivalent rating. Details can be inspected free of charge in the section entitled "Information for Shareholders" on the Management Company's website.

Derivatives and other techniques and instruments carry considerable opportunities but also high risks. Due to the leverage effect of these products, the sub-fund may incur substantial losses using relatively little capital. The following is a non-exhaustive list of derivatives, techniques and instruments that can be used for the sub-fund:

1. Options privilege

An option privilege is a right to buy ("call option") or sell ("put option") a particular asset at a predetermined time ("exercise time") or during a predetermined period at a predetermined price ("strike price"). The price of a call or put option is the option premium.

For each respective sub-fund both call and put options may only be bought or sold to the extent that the respective sub-fund is permitted to invest in the underlying assets pursuant to the investment policy specified in the relevant Annex.

2. Financial futures contracts

Financial futures contracts are unconditionally binding agreements for both contracting parties to buy or sell a determined amount of a determined base value at a determined time (the maturity date) at a price agreed in advance.

For each respective sub-fund, financial futures contracts may only be entered into to the extent that the respective sub-fund is permitted to invest in the underlying assets pursuant to the investment policy specified in the relevant Annex.

3. Derivatives embedded in financial instruments

Financial instruments with embedded derivatives may be acquired for the respective sub-fund, provided that the underlying of the derivative consists of instruments within the meaning of Article 41(1) of the Law of 17 December 2010, or financial indices, interest rates, foreign exchange rates or currencies, for example. Financial instruments with embedded derivatives may consist of structured products (certificates, reverse convertible bonds, warrant-linked bonds, convertible bonds, credit linked notes, etc.) or warrants. The main feature of products included under "derivatives embedded in financial instruments" is that the embedded derivative components affect the payment flows for the entire product. Alongside risk characteristics of transferable securities, the risk characteristics of derivatives and other techniques and instruments are also decisive.

Structured products may be used on the condition that they are transferable securities within the meaning of Article 2 of the Grand-Ducal Regulation of 8 February 2008.

4. Securities financing transactions

Securities financing transactions include, for example:

- Securities Lending Transactions
- Repurchase agreements

Securities financing transactions can be used for efficient portfolio management, e.g. to achieve the investment objective or to increase returns. They may affect the performance of each (sub-)fund.

The types of assets used in securities financing transactions may be the types of assets that are permissible in accordance with the investment policy of each sub-fund.

All returns generated in securities financing transactions accrue to the Fund's assets– net of all related costs including any transaction costs.

4.1 Transferable securities lending

A securities lending transaction is a transaction whereby a counterparty transfers securities subject to a commitment that the party borrowing the securities returns equivalent securities at a later date or at the request of the transferring party.

In this context, in order to generate additional capital or income or to reduce its costs or risks, the respective sub-fund/fund may carry out transferable securities lending transactions, provided such transactions are in line with the applicable Luxembourg laws and regulations, as well as CSSF circulars (including CSSF 08/356, CSSF 11/512 and CSSF 14/592) and the SFTR.

- a) The respective (sub-)fund may either lend transferable securities directly or through a standardised transferable securities lending system organised by a recognised securities settlement or clearing institution such as CLEARSTREAM and EUROCLEAR, or by a financial institution that specialises in such transactions. The respective (sub-)fund must ensure that, at any time, it is able to recall securities transferred within the framework of securities lending and that transferable securities lending transactions already entered into may be terminated. If the aforementioned institution is acting on its own account, it shall be considered to be the counterparty in the transferable securities lending agreement. If the respective (sub-)fund lends its transferable securities to companies affiliated with the (sub-)fund by way of common management or control, specific attention must be paid to any conflicts of interest that may arise therefrom. The respective (sub-)fund must receive collateral in accordance with the prudential supervisory requirements in respect of the counterparty risk and collateral provision, either prior to or simultaneously with the securities lent being transferred. At maturity of the transferable securities lending agreement, the collateral shall be remitted simultaneously or subsequently to the restitution of the transferable securities lent. Within the framework of a standardised securities lending system organised by a recognised securities settlement institution or a securities lending system organised by a financial institution which is subject to supervisory provisions that the CSSF considers to be equivalent to EU stipulations, and which specialises in this type of transaction, the transferable securities lent may be transferred before the receipt of the collateral if the intermediary (intermédiaire) in question assures the proper execution of the transaction. Such an intermediary may, instead of the borrower, provide the particular (sub-)fund with collateral that meets prudential supervisory requirements regarding counterparty risk and collateral provision. In this case, the agent is contractually bound to provide the collateral.
- b) The respective (sub-)fund must ensure that the volume of the transferable securities lending transactions is kept to an appropriate level or that it is entitled to request the return of the transferable securities lent in a manner that enables it, at all times, to meet its redemption obligations and that these transactions do not jeopardise the management of the respective (sub-)fund's assets in accordance with its investment policy. Up to 100% of holdings in assets that can be the object of a securities loan may be lent. For each completed securities lending transaction, the respective (sub-)fund must ensure that the market value of the security is at least as high as the market value of the reused assets throughout the term of the lending agreement.
- c) Receipt of appropriate collateral

Each sub-fund may include collateral in accordance with the requirements stated here in order to take into consideration the counterparty risk.

Each sub-fund must revalue the collateral received on a daily basis. The agreement between the sub-fund and the counterparty must stipulate that the provision of additional collateral might be required from the counterparty within an extremely short timescale if the value of the collateral already provided proves to be insufficient in relation to the amount to be secured. In addition, the agreement must stipulate collateral margins

which take into consideration the currency or market risks that are associated with the assets accepted as collateral.

The assets that can be accepted as collateral are listed in the section "counterparty risk".

If securities lending transactions are used, the proportion of assets under management which is expected to be used in these transactions will be published for the respective (sub-)funds in the section entitled "Information for Shareholders" on the website of the Management Company.

4.2 Securities repurchase agreements

A repurchase agreement is a transaction pursuant to an agreement through which a counterparty sells securities or guaranteed rights to securities, and the agreement contains a commitment to repurchase the same securities or rights – or failing that, of securities with the same characteristics – at a fixed price and at a time fixed by the lender or to be fixed later; rights to securities may be the subject of such a transaction only if they are guaranteed by a recognised exchange which holds the rights to the securities, and if the agreement does not allow one of the counterparties to transfer or pledge a particular security at the same time to more than one other counterparty; for the counterparty that sells the securities, the transaction is a repurchase agreement, and for the other party that acquires it, the transaction is a reverse repurchase agreement;

On behalf of each (sub-)fund, the Management Company (acting as a buyer) may engage in transactions that include repurchase rights. Said transactions involve the purchase of securities where the contractual conditions grant the seller (counterparty) the right to buy back the sold securities from the (sub-)fund at a particular price and within a particular time period agreed between the parties upon conclusion of the agreement. On behalf of each (sub-)fund, the Management Company (acting as a seller) may engage in transactions where the contractual conditions grant the (sub-)fund the right to buy back the sold securities from the buyer (counterparty) at a particular price and within a particular time period agreed between the parties upon conclusion of the agreement.

The Management Company may enter into repurchase agreements either as the buyer or seller. However, any transactions of this kind are subject to the following guidelines:

- a) Transferable securities may only be bought or sold via a repurchase agreement if the counterparty in the agreement is a financial institute that specialises in this type of transaction.
- b) During the term of the repurchase agreement, the transferable securities that are the subject of the agreement may not be sold before the counterparty has exercised the right to repurchase the transferable securities or before the deadline for the repurchase has expired.

When the Management Company concludes a repurchase agreement, it must ensure that it is able, at any time, to recall the full amount of cash or to terminate the repurchase agreement on either an accrued basis or a market-to-market basis. In addition, the Management Compa-

ny must ensure that it is able, at any time, to recall any transferable securities subject to the repurchase agreement and to terminate the repurchase agreement into which it has entered.

Up to 100% of the Fund's assets may be transferred to third parties as part of a repurchase agreement.

If repurchase agreements are used, the proportion of assets under management which is expected to be used in these transactions will be published for the respective (sub-)funds in the section entitled "Information for Shareholders" on the website of the Management Company.

5. Currency futures contracts

The Management Company may enter into currency futures contracts for the respective sub-fund.

Currency futures contracts are unconditionally binding agreements for both contracting parties to buy or to sell a certain quantity of the underlying currency at a certain time - the due date - at a price agreed upon in advance.

6. Swaps

The Investment Manager may enter into swap transactions on behalf of the respective sub-fund in accordance with its investment principles.

A swap is an agreement between two parties whose subject is the exchange of cash flows, assets, income or risks. Swap transactions which can be entered into include but are not limited to; interest rate, currency, equity and credit default swaps.

An interest rate swap is a transaction in which two parties swap cash flows which are based on fixed or variable interest payments. The transaction can be compared to the adding of funds at a fixed rate of interest and the simultaneous allocation of funds at a variable interest rate, with the nominal sums of the assets not being swapped.

A currency swap is a swap that involves the exchange of principal and interest in one currency for the same in another currency.

A total return swap is a derivative contract as defined in Article 2, point 7 of Regulation (EU) 648/2012, in which one counterparty transfers to another the total return of a benchmark liability including income from interest and fees, gains and losses from exchange rate fluctuations, and credit losses. Total return swaps may take on various forms, e.g. asset swaps or equity swaps:

Asset swaps, also known as "synthetic securities", are transactions that convert the earnings from a particular asset to another rate of interest (fixed or variable) or to another currency, by combining the asset (e.g. bond, floating rate note, bank deposit, mortgage) with an interest rate swap or currency swap.

An equity swap is the exchange of payment flows, value adjustments and/or income from an asset in return for payment flows, value adjustments and/or income from another asset in which at least one of the exchanged payment flows or income from an asset represents a share or a share index.

The contracting parties should not be in a position to exert any influence on the composition or management of the sub-Fund's investment portfolio or the underlying assets of the derivatives.

Total return swaps may be used within the limits of the risk management process applied. The annex specific to the sub-fund describes which risk management process is applied.

The types of assets used in total return swaps may be the types of assets that are permissible in accordance with the investment policy of each sub-fund.

All returns generated in total return swaps accrue to the Fund's assets– net of all related costs including any transaction costs.

If total return swaps are used, the proportion of assets under management which is expected to be used in these transactions will be published for the respective (sub-)funds in the section entitled "Information for Shareholders" on the website of the Management Company.

7. Swaptions

A swaption is the right, but not the obligation, to enter into a swap based on specified conditions, at a given time or within a given period. In other respects, the principles for swaptions are the same as those for options set out above.

8. Techniques for the management of credit risks

The Management Company may also use credit default swaps ("CDS") for the respective sub-fund to ensure the efficient management of the respective sub-fund assets.

Within the market for credit derivatives, CDS represent the most widespread and the most significant instrument. CDS enable the credit risk to be separated from the underlying debtor-creditor relationship. This separate trading of default risks extends the range of possibilities for systematic risk and income management. With a CDS, a secured party (security buyer, protection buyer) can hedge against certain risks from a debtor-creditor relationship by paying a periodic premium for transferring the credit risk calculated on the basis of the nominal amount to a security provider (security seller, protection seller) for a defined period. This premium depends, among other things, on the quality of the underlying reference debtor(s) (i.e. their credit risk). The transferred risks are defined in advance as so-called "credit events". As long as no credit events occur, the CDS seller does not have to render a performance. If a credit event does occur, the seller pays the predefined amount or the nominal value or an adjustment payment in an amount being the difference between the nominal sum of the reference assets and their market value after the credit event occurs ("cash settlement"). The buyer then has the right to tender an asset of the reference debtor which is specified in the

agreement, whilst the buyer's premium payments are stopped as of this point. The respective sub-fund may act as a security provider or a secured party.

CDS are traded off-exchange (OTC market) so that more specific, non-standard requirements can be addressed for both counterparties - at the expense of lower liquidity.

The commitment of the obligations arising from the CDS must not only be in the exclusive interests of the relevant sub-fund but must also be in line with its investment policy. Both the loans underlying the CDS and the particular issuer must be taken into account for the purpose of the investment limits in accordance with Article 4 of the Articles of Association.

CDS must be valued on a regular basis using reasonable and transparent methods. The Management Company and the auditor will monitor the reasonableness and transparency of the valuation methods. The Management Company will rectify any differences ascertained as a result of the monitoring procedure.

9. Remarks

The aforementioned techniques and instruments can, where appropriate, be amended by the Management Company if new instruments corresponding to the investment objective are offered on the market, which the respective sub-fund may apply in accordance with regulatory and statutory provisions.

The use techniques and instruments for efficient portfolio management may give rise to various direct/indirect costs, which are charged to the (sub-)fund's assets or reduce them. These costs may be incurred both in relation to third parties and parties associated with the Management Company or the Depositary Bank.

Calculation of the net asset value per share

The net assets of the company are expressed in Euro (EUR) ("reference currency").

The value of a share ("net asset value per share") is expressed in the currency specified in the relevant Annex to the Sales Prospectus ("sub-fund currency"), provided no other currency is stipulated for other share classes in the respective Annex to the Sales Prospectus ("share class currency").

The net asset value per share is calculated by the Management Company, or a third party commissioned for this purpose, under the supervision of the Depositary Administrator Bank, on each day stated in the Annex to the relevant sub-fund ("Valuation Day"). In order to calculate the net asset value per share, the value of the assets of each sub-fund, less the liabilities of each sub-fund ("net sub-fund assets"), is determined on each Valuation Day and this is divided by the number of shares in issue on the Valuation Day and rounded to two decimal places. Further details concerning the calculation of the net asset value per share are specified in Article 12 of the Articles of Association.

Issue of shares

1. Shares are always issued on the initial issue date of a sub-fund or within the initial issue period of a sub-fund at a set initial issue price, plus the front-load fee (if any), in the manner described in the relevant sub-fund Annex to this Sales Prospectus. In conjunction with this initial issue amount or this initial issue period, shares will be issued on the Valuation Day at the issue price. The issue price is the net asset value per share pursuant to Article 12 (4) of the Articles of Association, plus a front-load fee (if any), the maximum amount of which is stated for each sub-fund in the relevant Annex to this Sales Prospectus. The issue price can be increased by fees or other encumbrances in particular countries where the sub-fund is on sale.
2. Subscription orders for the acquisition of registered shares may be submitted to the Management Company and any sales agent. The receiving agents are obliged to immediately forward all subscription orders to the registrar and transfer agent. Receipt by the registrar and transfer agent is decisive. This agent accepts the subscription orders on behalf of the Management Company.

Subscription orders for the acquisition of units certified in the form of global certificates ("bearer units") are forwarded to the registrar and transfer agent by the entity at which the subscriber holds his investment account ("reference agent"). Receipt by the registrar and transfer agent is decisive.

Completed subscription applications are only deemed as accepted on the date they are received by the Relevant Agent, which accepts the subscription applications on behalf of the Investment Company.

Completed subscription applications for the purchase of registered shares received by the Relevant Agent no later than 2.00 pm CET/CEST on a Valuation Day are allocated the issue price published on the following Valuation Day, provided the equivalent transaction value for the subscribed shares is available. The Management Company will in all cases ensure that shares will be issued on the basis of a net asset value per share that is previously unknown to the investor or shareholder. If there is suspicion that an investor or shareholder is engaging in late trading, the Management Company reserves the right to reject the subscription. Subscription applications received by the relevant agent after 2.00 pm CET/CEST on a Valuation Day are rolled over to the following Valuation Day.

If the equivalent value of the subscribed registered shares is not available at the Relevant Agent at the time of receipt of the completed subscription application or if the subscription application is incorrect or incomplete, the subscription application shall be regarded as having been received at the Relevant Agent on the date on which the equivalent of the subscribed shares is available and the subscription application is submitted properly.

Upon receipt of the issue price by the Depositary, bearer shares will be transferred by the Relevant Agent, by order of the Management Company, to the registrar and transfer agent with which the applicant holds his investment account.

A Business Day is a day on which banks are normally open for business in Luxembourg and London.

The issue price is payable within three Business Days of the relevant Valuation Day in the respective sub-fund currency to the Depositary in Luxembourg.

3. The circumstances under which the issue of shares may be suspended are specified in Article 15 of the Articles of Association.
4. The Board of Directors may accept full or partial subscriptions in kind at its absolute discretion. Any investments to be transferred for the purpose of any subscription in specie must be in accordance with the investment policy and restrictions of the fund. Any associated transfer costs or fees may be charged to the investor. These investments may also be subject to audit by the auditor assigned by the Board of Directors.

Redemption and exchange of shares

1. Shareholders are entitled at all times to apply for the redemption of their shares at the net asset value per share, less a redemption charge if applicable, ("redemption price") in accordance with Article 12 (4) of the Articles of Association. Units will only be redeemed on a Valuation Day. If a redemption charge is payable, the maximum amount of this redemption charge for each sub-fund is specified in the relevant Annex to this Sales Prospectus.

In certain countries the redemption price may be reduced by local taxes and other charges. The corresponding share lapses upon payment of the redemption price.

2. Payment of the redemption price and all/any other payments to shareholders are made via the Depositary or the paying agents. The Depositary shall not be obliged to make payment where there are any legal prohibitions, such as exchange control regulations, or other circumstances beyond the Depositary's control forming an obstacle to the transfer of the redemption price to the country of the applicant.

The Management Company may buy back shares unilaterally against payment of the redemption price, provided this is in the interests of or in order to protect the shareholders, the Investment Company or one or more sub-funds.

3. The exchange of all shares or some shares into shares of another sub-fund may take place based on the relevant net asset value per share of the respective sub-fund subject to an exchange fee amounting to a maximum of 1% of the net asset value per share of the shares to be subscribed, the minimum being the difference between the front-load fee of the sub-fund of the shares to be exchanged and the front-load fee of the sub-fund into which there is an exchange. If no exchange fee is charged, this is specified in the relevant Annex to this Sales Prospectus for the sub-fund in question.

If various share classes are offered within a sub-fund, shares of one class may be exchanged for shares of another class both within the same sub-fund and from one sub-fund into another. No exchange fee is applied if an exchange is made within a single sub-fund.

The Management Company may reject an application by an investor for the exchange of shares within a particular sub-fund, if this is deemed in the interests of the Investment Company or the sub-fund or in the interests of the shareholders.

4. Completed applications for the redemption or exchange of registered shares may be submitted to the Management Company, the sales agents or the paying agents. The receiving agents shall immediately forward all completed redemption and exchange applications to the Relevant Agent.

Completed redemption applications or exchange instructions to redeem or convert bearer shares shall be forwarded by the agent with which the shareholder holds his investment account to the Relevant Agent. Completed redemption applications are only deemed as accepted on the date they are received by the Relevant Agent, which accepts the redemption applications on behalf of the Investment Company.

An application for the redemption or exchange of registered shares will only be deemed complete if it contains the name and address of the shareholder, the number and/or transaction value of the shares to be redeemed and/or exchanged, the name of the sub-fund and the valid signature of the shareholder.

Complete applications for the redemption and/or exchange of shares received no later than by 2.00 pm CET/CEST on a Valuation Day are allocated the net asset value per share published on the following Valuation Day, less any applicable redemption charge and/or exchange fee. The Management Company shall ensure in all cases that shares are redeemed on the basis of a net asset value per share that is previously unknown to the shareholder. Complete applications for the redemption and/or exchange of shares received after 2.00 pm CET/CEST on a Valuation Day are rolled over to the following valuation day, less any applicable redemption charges and/or exchange fees.

The redemption price is normally payable in the respective sub-fund currency within three Business Days of the relevant Valuation Day. In the case of registered shares, payments are made to the account specified by the shareholder.

Any fractional amounts resulting from the exchange of shares will be settled by the Relevant Agent.

5. The Management Company is obliged to suspend the redemption of shares temporarily due to the suspension of the calculation of the net asset value.
6. The Management Company shall ensure that each sub-fund has sufficient liquid funds so that under normal circumstances the redemption or exchange of shares may take place immediately upon application from investors. Bearing in mind the interests of shareholders, the Management Company is entitled to defer significant volumes of redemptions until corresponding assets of the relevant sub-fund are sold without delay. In this case, pending redemptions shall occur at the redemption price applicable at the time. The same shall apply to applications to exchange shares.

Risk remarks

Risk Factors

Market risk

Certain investments made by a sub-fund will be subject to normal market fluctuations and the risks inherent in investment in equity securities and similar instruments and there can be no assurance that appreciation will occur.

Taxation

Any change in taxation legislation in any jurisdiction in which a sub-fund invests or in which portfolio companies operate could affect the value of the investments held by a sub-fund or a sub-fund's ability to achieve its investment objective or alter the post tax returns to Shareholders and Subscription Shareholders.

Transaction Costs

A sub-fund's investment approach may involve a high level of investment activity which may generate substantial transaction costs that would be borne by a sub-fund.

Undervalued Securities

A sub-fund may make investments in securities which the Investment Manager believes to be undervalued or the value of which is likely to increase due to the likelihood of the securities being listed; however, there can be no assurance that the securities purchased will in fact be undervalued or that they will be listed on a market. In addition, a sub-fund may be required to hold such securities for a substantial period of time before realising their anticipated value. During this period, a portion of a sub-fund's capital would be committed to the securities purchased, thus possibly preventing a sub-fund from investing in other opportunities.

Valuation uncertainty

A sub-fund's investments in unquoted investments are valued by the Board of Directors after due consideration of a variety of factors including the investee company's resources, reserve estimates, associated operating and cost projections, market prices for products produced and comparison with comparable transactions and listed companies multiples. A sub-fund's investment valuation method is reliant on the accuracy and completeness of information that is issued by such companies. In particular, the Board of Directors may not be aware of or take into account certain events or circumstances which occur after the information issued by such companies is reported.

Securities and investments that do not have a readily ascertainable value will be valued as the Board of Directors, in their sole discretion, determine in good faith as being fair value in accordance with Luxembourg GAAP having regard to such factors as they deem relevant. This may include the development of methodologies involving the use of financial models driven by financial inputs from the underlying investments and/or similar quoted investments (such models and inputs may be provided by the Investment Manager). The pricing policy for such securities will be

consistently applied over the life of the relevant investment, unless the Board of Directors considers such price does not accurately reflect fair value. Investors should be aware that in these circumstances a possible conflict of interest may arise as, the higher the estimated value of such investments, the higher the fees which may be payable to the Investment Manager.

Companies in which a sub-fund invests may, after they have provided a sub-fund with a financial report or other information, later revise the report or other information. In the event that information accepted by a sub-fund subsequently proves to be incorrect, no retrospective adjustment to any previously announced Net Asset Value or Net Asset Value per Share of a sub-fund will be made.

Derivative instruments

A sub-fund may make use of derivative instruments, such as options, financial futures and contracts for difference, in pursuit of its investment objective and for the management of risk within limits set by the Directors. The use of derivatives gives rise to a number of specific potential risks. Derivative instruments can be highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract or the underlying securities may result in a profit or loss which is high in proportion to the amount of funds actually placed as initial margin and may result in further loss exceeding any margin deposited. In addition, daily limits on price fluctuations and speculative position limits on exchanges may prevent prompt liquidation of positions resulting in potentially greater losses.

Furthermore, the use of derivative instruments involves certain special risks, including: (i) dependence on movements in the price of underlying securities and movements in interest rates; (ii) when used for hedging purposes, an imperfect correlation between the returns on the derivative instruments used for hedging and the returns on the investments or market sectors being hedged; and (iii) credit exposure to the counterparty to the trade or contract.

Trading in derivatives markets may be unregulated or subject to less regulation than in other markets. Derivatives markets are, in general, relatively new markets and there are uncertainties as to how these markets will perform during periods of unusual price volatility or instability, market liquidity or credit distress.

Interest rate risk

Investing in securities at a fixed rate of interest entails the possibility that the current interest rate at the time of issuance of a security could change. If the current interest rate increases as against the interest at the time of issue, fixed rate securities will generally decrease in value. Conversely, if the current interest rate falls, fixed rate securities will increase. These developments mean that the current yield of fixed rate securities roughly corresponds to the current interest rate. However, such fluctuations can have different consequences, depending on the maturity time of fixed rate securities. Fixed rate securities with shorter maturity times carry lower price risks than fixed rate securities with longer maturity times. On the other hand, fixed rate securities with shorter maturity times generally have lower yields than fixed rate securities with longer maturity times.

Risk of negative deposit rates

The Management Company invests the liquid assets of the Fund with the Depository or other financial institutions on behalf of the Fund. An interest rate is agreed for some of these bank balances that corresponds to international interest rates, less an applicable margin. If these interest rates fall below the agreed margin, this leads to negative interest rates on the corresponding account. Depending on the development of the interest rate policy of each of the central banks, short, medium and long-term bank balances may all generate a negative interest rate at banks.

General market risk

The assets in which the Investment Manager invests for the account of each sub-fund involves risks as well as opportunities for growth in value. If a sub-fund invests directly or indirectly in securities and other assets, it is subject to many market uncertainties, which are sometimes attributable to irrational factors, in particular on the securities markets. Losses can occur when the market value of the assets falls below the cost price. If a shareholder sells shares of the sub-fund at a time at which the value of assets in the sub-fund have decreased compared with the time of the share purchase, the shareholder will not receive the full amount invested in the sub-fund. Despite the fact that each sub-fund aspires to achieve constant growth, this cannot be guaranteed. However, the investor's risk is always limited to the amount invested. There is no additional funding obligation concerning the money invested.

Credit risk

The creditworthiness of the issuer (its ability and willingness to pay) of a security or money-market instrument directly or indirectly held by a sub-fund may subsequently fall. This normally leads to a fall in the price of the respective financial instrument greater than that associated with general market fluctuations.

Company-specific risk

The performance of the securities and money-market instruments directly or indirectly held by a sub-fund also depends on company-specific factors, for example, the business position of the issuer. If company-specific factors deteriorate, the market value of a given security may fall substantially and permanently, even if stock market movements are otherwise generally positive.

Risk of Counterparty Default

The issuer of a security held directly or indirectly by a sub-fund or the debtor of a claim belonging to a sub-fund may become insolvent. The corresponding assets of the sub-fund may become worthless as a result of this.

Counterparty risk

In the case of transactions not conducted via a stock exchange or a regulated market (OTC transactions) or securities financing transactions, there is, in addition to the default risk, the risk that the counterparty to the transaction may fail to meet its obligations or fail to do so to the fullest extent. This applies in particular to transactions that use techniques and instruments. In order to reduce the counterparty risk associated with OTC derivatives and securities financing transactions,

the Management Company is authorised to accept collateral. This shall be carried out in accordance with the requirements of the ESMA Guidelines 2014/937. This collateral may take the form of cash, government bonds, bonds issued by public international bodies to which one or more EU Member States belong or covered bonds. Collateral in the form of cash may not be invested anew. All other collateral received is neither sold, reinvested nor pledged. The Management Company implements incremental valuation discounts (a "haircut strategy") for the collateral received, taking into account the specific characteristics of the collateral and the issuer. Details of the minimum haircuts applied depending on the type of collateral are shown in the following table:

Collateral	Minimum haircut
Cash (fund currency)	0%
Cash (foreign currency)	8%
Government bonds	0.50%
Bonds of of multilateral development banks	0.50%
Covered bonds	0.50%

Further details of the haircuts applied may be requested from the Management Company free of charge at any time.

Collateral received by the Management Company within the framework of OTC derivatives and securities financing transactions must, inter alia, meet the following criteria:

- i) Non-cash collateral should be sufficiently liquid and traded on a regulated market or a multilateral trading system.
- ii) The collateral will be monitored and valued daily in accordance with market value.
- iii) Securities which high price volatility should not be accepted without adequate haircuts (discounts).
- iv) The creditworthiness of the issuer should be high.
- v) Collateral must be sufficiently diversified by countries, markets and issuers.
- vi) Any collateral which is not provided in cash must be issued by a company which is not affiliated with the counterparty.

There are no specifications for restricting the residual maturity of securities.

Information on the haircut strategy used may be requested from the Management Company free of charge at any time. The provision of collateral is based on individual contractual agreements between the counterparty and the Investment Company, in which, inter alia, the type and quality of collateral, haircuts, allowances and minimum transfer amounts are defined. The value of OTC derivatives and received collateral is calculated on a daily basis. If, due to individual contractual agreements, an increase or decrease in collateral is necessary, this collateral shall be requested or

claimed back from the counterparty. Information on the contractual arrangements may be requested from the Management Company free of charge at any time.

On behalf of the Fund, the Management Company may accept securities as collateral in the framework of derivatives and securities financing transactions. If these securities were pledged as collateral, they must be held in custody by the Depositary. If the Management Company has pledged the securities as collateral within the framework of derivative transactions, custody is at the discretion of the secured party.

Currency risk

If a sub-fund directly or indirectly holds assets which are denominated in foreign currencies, unless the foreign currency positions are hedged, it shall be subject to currency risk. In the event of a devaluation of the foreign currency against the reference currency of the sub-fund, the value of the assets held in foreign currencies shall fall.

Industry risk

If a sub-fund focuses its investments on specific industries (e.g. natural resources) this shall reduce the benefits of diversification. As a result, the sub-fund shall be particularly dependent on both the general development and the development of the company profits of individual industries or influential industries.

Natural Resources are extremely vulnerable to unpredictable fluctuations of supply and demand, and hence the market price can be affected, possibly adversely. Examples of potentially influential factors on market price include periods of political, economic or financial instability.

Country and regional risk

If a sub-fund focuses its investment on specific countries or regions, this shall also reduce the risk diversification. Accordingly, the sub-fund shall be particularly dependent on the development of individual or mutually interlinking countries and regions, and on companies which are located and/or are active in these countries or regions.

The production of some commodities can be concentrated in geographic regions or specific countries, and as such the impact of natural, political or social factors can have a significant effect.

Legal and tax risk

The legal and tax treatment of the Fund may change in unforeseeable and uncontrollable ways.

Country and transfer risk

Economic or political instability in countries in which the sub-fund invests may mean that a sub-fund does not receive, in whole or in part, the monies owing to it due to the insolvency of the issuer of the respective security or other form of assets. The reasons for this may include, for example, currency or transfer restrictions or other forms of legal restriction.

Emerging Markets Risk

A sub-fund is likely to invest in natural resources companies which are located in emerging markets. It should be noted that some governments exercise substantial influence over the private sector, and the political risk for many developing countries is a significant factor. In adverse social and political circumstances, governments have been involved in policies of expropriation, confiscatory taxation, nationalisation, intervention in the securities market and trade settlement, and imposition of foreign investment restrictions and exchange controls, and these could be repeated in the future.

Generally accepted accounting, auditing and financial reporting practices in emerging markets may be significantly different from those in developed markets. These markets are often less rigorously regulated than more mature markets and, as such, the accuracy of this information may not be as reliable. Trading volumes in these markets, when compared with more mature markets, can be lower, which could result in lack of liquidity and greater price volatility.

Practices in relation to settlement of listed securities transactions in emerging markets involve higher risks than those in developed markets, in part because a sub-fund may need to use brokers and counterparties that are less well capitalised, and custody, registration and title of assets in some countries may be less reliable.

Liquidity risk

The Fund may also acquire assets and derivatives not admitted for trading on a stock exchange, or not admitted to trading or included in another organised market. In some situations it might be impossible to sell such assets except subject to considerable discounts or delays, if at all. In some cases, even the sale of assets admitted to a stock exchange may only be possible with sizeable discounts, or not at all, depending on market conditions, volumes, time frames and planned costs. Although the Fund may only acquire assets that can generally be liquidated at any time, it is possible that these assets may temporarily or permanently only be sold at a loss.

Custody risk

A risk of loss is associated with the custody of assets, which may result from insolvency or violations of due diligence on the part of the Depositary or a sub-depositary, or by external events.

Inflation risk

Inflation risk involves the risk of asset losses as a result of the devaluation of the currency. Inflation will reduce the income of a sub-fund as well as the value of the asset in terms of its purchasing power. A number of currencies are subject to inflation risk to varying high degrees.

Concentration risk

Additional risks may be incurred if the investments are concentrated in certain assets or markets. In these cases, events affecting these assets or markets may have a greater impact on the Fund's assets and cause comparably greater losses than would be the case with a more diversified investment policy.

Performance risk

Positive performance cannot be ensured without a guarantee issued by a third party. Furthermore, assets acquired for a (sub-)fund may perform differently than anticipated upon acquisition.

Settlement risk

Transferable securities transactions carry the risk that one of the contracting parties delays, does not pay as agreed or does not deliver the transferable securities in good time. This settlement risk also exists with the reversal of securities for the Fund.

Risk of liquidation

Particularly relevant to unlisted securities, there is a risk of non-settlement or settlement not taking place as expected due to a delay in payment or delivery of securities or the payment or delivery not taking place in the agreed manner.

Risks arising from the use of derivatives and other techniques and instruments

The leverage effect of option privilege may result in a greater impact on the value of the respective sub-fund's assets - both positive and negative - than would otherwise be the case with the direct use of securities and other assets and the use of derivatives creates special risks.

Financial futures which are used for purposes other than hedging involve considerable opportunities and risks, as only a fraction of the contract value (the margin) needs to be put down.

Price changes may therefore lead to substantial profits or losses. As a result, the risk and the volatility of the relevant sub-fund may increase.

Depending on the structure of swaps, the value thereof can be affected by any future change in the market interest rate (interest rate risk), counterparty insolvency (counterparty risk) or changes in the underlying reference security. Any future (value) changes to the underlying payment flows, assets, income or risks may lead to gains as well as losses for the relevant sub-fund.

Techniques and instruments are associated with specific investor risks and liquidity risks.

Since the use of derivatives embedded in financial instruments can be associated with a leverage effect, the use thereof can lead to strong fluctuations – both positive and negative – in the value of the sub-fund/Fund assets.

- Risks of securities lending agreements

If the Management Company lends securities for the account of the Fund, it transfers the securities to another counterparty, which, at the end of the lending agreement, returns securities of the same type, quantity and quality. For the entire duration of the agreement, the Management Company has no control over the loaned transferable securities. If the security decreases in value during the transaction and the Management Company wants to dispose of the security altogether, it must terminate the securities lending transaction and wait for the usual settlement cycle, which can create a risk of loss for the Fund.

- Risks of repurchase agreements

If the Management Company transfers securities under a repurchase agreement, then it sells the security and undertakes to repurchase it at a premium after the end of the term. The repurchase price plus premium to be paid by the seller at the end of the term will be determined upon completion of the transaction. If the transferable securities included in the repurchase agreement should depreciate in value during the course of the contract and the Management Company should wish to sell these in order to limit its losses, then it can only do so by exercising the right of early termination. Any early termination of an agreement may have financial consequences for the Fund. In addition, the premium to be paid at the end of the term may also be higher than the income that the Management Company has generated through the reinvestment of the cash received through the sale price.

If the Management Company accepts securities in under a repurchase agreement, then it purchases the security and must resell it at the end of the term. The repurchase price (plus a surcharge) shall be determined when the transaction is concluded. Securities accepted under repurchase agreements serve as collateral for the provision of liquidity to the party to the agreement. The fund does not benefit from any increases in value of securities.

Risks related to receiving and providing collateral

The Management Company receives or provides collateral for OTC derivatives and securities financing transactions. The value of OTC derivatives and securities financing transactions is subject to change. There is a risk that the collateral received may no longer be enough to fully cover the entitlement of the Management Company against the counterparty for delivery or return. To minimise this risk, as part of collateral management, the Management Company shall, on a daily basis, reconcile the value of the collateral with the value of the OTC derivatives and securities financing transactions and request additional collateral in agreement with the counterparty.

This collateral may take the form of cash, government bonds, bonds issued by public international bodies to which one or more EU Member States belong or covered bonds. However, the credit institution where the cash is held might default. Government bonds and bonds issued by international bodies can decrease in value. If the transaction is cancelled, the invested collateral could no longer be fully available, despite taking haircuts into account and despite the Management Company's obligation to return it in the original amount on behalf of the Fund. To minimise this risk, as part of collateral management, the Management Company shall, on a daily basis, determine the value of the collateral and agree additional collateral if there is increased risk.

Risks associated with target funds

The risks of units of target funds acquired for each sub-fund are closely connected with the risks of the assets in such target funds and/or the investment strategies pursued by them. However, these risks may be reduced by diversifying the assets in the investment funds whose units are acquired, as well as through diversification within this (sub-)fund itself.

Since the managers of these individual target funds act independently of each other, it is possible for several target funds to act according to the same or opposite investment strategies. This may result in existing risks being built up and possible opportunities cancelling each other out.

The Management Company is not normally in a position to control the management of target funds. Their investment decisions do not necessarily have to conform to the assumptions or expectations of the Company.

Often, the Management Company may not be completely up-to-date on the current composition of the target funds. In the event that this composition does not meet the Management Company's assumptions or expectations, it may, where applicable, only be able to react with considerable delay by way of redeeming units of the target funds.

Open-end investment funds, units of which are acquired for the Fund, may also temporarily suspend the redemption of units. The Management Company would then be prevented from disposing of the units in the target fund by returning them to the Management Company or depository of the target fund against payment of the redemption price.

Furthermore, fees may be incurred at the level of the target fund upon the acquisition of target fund units. This would result in double charging when investing in target funds.

Risk of redemption suspension

Investors may, in principle, request the redemption of their units from the Investment Company on any Valuation Day. The Investment Company may temporarily suspend the redemption of the units in the event of exceptional circumstances and then redeem the units at a later point at the price applicable at that time (see also Article 13 of the Articles of Association, "Suspension of the calculation of the net asset value per share" and Article 16 of the Articles of Association "Redemption and exchange of shares"). This redemption price may be lower than the price before the suspension of the redemption.

The Investment Company in particular may be forced to suspend redemptions if one or more funds whose units have been acquired by a sub-fund suspend(s) the redemption of their units, and such units make up a significant proportion of the sub-fund's net assets.

Potential conflicts of interest

The Management Company, its employees, representatives and/or associated companies may act as a member of the Board of Directors, Investment Adviser, Fund Manager, Central Administration Agent, registrar and transfer agent or as any other service provider on behalf of the Fund/sub-funds. The role of the Depository or sub-custodian entrusted with depository functions can also be carried out by an associated company of the Management Company. If there is an association between the Management Company and the Depository, they shall have appropriate structures to avoid any conflicts of interest arising from this association. If conflicts of interest cannot be avoided, the Management Company and the Depository shall identify, manage, monitor and disclose these conflicts. The Management Company is aware that conflicts of interest may arise as a result of the various activities it carries out with respect to the management of the Fund/sub-fund. In accordance with the Law of 17 December 2010 and the applicable administrative provisions of the CSSF, the Management Company has put in place adequate and appropriate organisational structures and control mechanisms. In particular, it acts in the best interest of the funds/sub-funds. The potential conflicts of interest arising from the delegation of tasks are described in the *principles for handling conflicts of interest*. These can be found on the Management Company's website

(www.ipconcept.com). If a conflict of interest arises that adversely affects the interests of the investors, the Management Company shall disclose the general nature and/or sources of the existing conflict of interest on its website. When outsourcing tasks to third parties, the Management Company ensures that the third parties have taken the necessary measures for complying with all requirements pertaining to organisational structure and the prevention of conflicts of interest, as set forth in the applicable Luxembourg laws and regulations, and that these third parties monitor compliance with these requirements.

Risk profile

The investment funds managed by the Management Company are classified into one of the following risk profiles. The risk profile for each sub-fund can be found in the Annex for the respective sub-fund. The descriptions of the following profiles have been prepared under the assumption of normally functioning markets. In unforeseen market situations, non-functioning markets may result in additional risks beyond those listed below.

Risk profile - Safety-oriented

The sub-fund is appropriate for safety-oriented investors. Due to the composition of the net sub-fund assets, there is a relatively low degree of risk but also a correspondingly lower degree of profit potential. The risks may consist in particular of currency risk, credit risk and price risk, as well as market interest rate risks.

Risk profile - Conservative

Such a sub-fund is appropriate for conservative investors. Due to the composition of the sub-fund's assets, there is a moderate degree of risk but also a moderate degree of profit potential. The risks may consist in particular of currency risk, credit risk and price risk, as well as market interest rate risks.

Risk profile - Growth-oriented

Such a sub-fund is appropriate for growth-oriented investors. Due to the composition of the sub-fund's assets, there is a high degree of risk but also a high degree of profit potential. The risks may consist in particular of currency risk, credit risk and price risk, as well as market interest rate risks.

Risk profile - Speculative

Such a sub-fund is appropriate for speculative investors. Due to the composition of the sub-fund's assets, there is a very high degree of risk but also a very high profit potential. The risks may consist in particular of currency risk, credit risk and price risk, as well as market interest rate risks.

Risk-management procedures

The Management Company employs a risk-management procedure enabling it to monitor and assess the risk connected with investment holdings as well as their share in the total risk profile of the investment portfolio of the funds it manages at any time. In accordance with the Law of 17 December 2010 and the applicable supervisory requirements of the CSSF, the Management Company reports regularly to the CSSF about the risk-management procedures used. Within the framework of the risk-management procedure and using the necessary and appropriate methods, the Management Company ensures that the overall risk of the funds attributable to derivatives transactions in respect of any sub-fund does not exceed the equivalent net value of the sub-fund's portfolio. To this end, the Management Company makes use of the following methods:

- Commitment approach:

With the "commitment approach", the positions from derivative financial instruments are converted into their corresponding underlying equivalents using the delta approach. In doing so, the netting and hedging effects between derivative financial instruments and their corresponding underlying instruments are taken into account. The total of these underlying equivalents may not exceed the total net value of the relevant sub-fund's portfolio.

- VaR approach:

The value-at-risk (VaR) figure is a mathematical-statistical concept and is used as a standard risk measure in the financial sector. VaR indicates the possible loss of a portfolio that will not be exceeded during a certain period (the holding period) with a certain probability (the confidence level).

- Relative VaR approach:

With the relative VaR approach, the VaR of the Fund must not exceed the VaR of a reference portfolio by more than a factor dependent on the amount of the Fund's risk profile. The maximum permissible factor specified by the supervisory authority is 200%. The reference portfolio is essentially an accurate reflection of the Fund's investment policy.

- Absolute VaR approach:

With the absolute VaR approach, the VaR (99% confidence level, 20-day holding period) of the Fund may not exceed a portion of the Fund's assets dependent on the Fund's risk profile. The maximum permissible factor specified by the supervisory authority is 20% of the Fund assets.

For funds whose total risk is determined using the VaR approach, the Management Company estimates the anticipated leverage effect. Depending on market conditions, this degree of leverage may deviate from the actual value and may either exceed or be less than that value. Investors should note that no conclusions about the risk content of any sub-fund may be drawn from this data. In addition, the published expected degree of leverage is explicitly not to be considered an investment limit. The method used to determine the total risk and, if applicable, the disclosure of

the benchmark portfolio and of the anticipated leverage effect, as well as its method of calculation, will be indicated in the specific Annex of the relevant sub-fund.

Taxation of the Investment Company and its sub-funds

In the Grand Duchy of Luxembourg, the assets of the Fund are subject to a tax known as the *“taxe d’abonnement”*, which is currently levied at a rate of 0.05% p.a. or 0.01% p.a. for the sub-funds or classes of shares that are issued exclusively to institutional investors. The *taxe d’abonnement* is payable quarterly on the sub-fund’s net assets reported as at the end of each respective quarter. The amount of the tax d’abonnement is specified for each sub-fund or unit classes in the relevant Annex to the Sales Prospectus. If all or some sub-fund assets are invested in other Luxembourg investment funds that are already subject to the *taxe d’abonnement*, the assets invested in such funds are exempt from the tax.

The income of the Investment Company or its sub-funds from investing its assets is not taxed in the Grand Duchy of Luxembourg. However, such income may be subject to taxation at source in countries in which the sub-fund assets are invested. In such cases, neither the Depositary nor the Management Company is obliged to collect tax certificates.

Taxation of earnings from shares in the Investment Company held by the shareholder

Shareholders who are not resident in and/or do not maintain a business establishment in the Grand Duchy of Luxembourg are not required to pay any further income, inheritance or wealth tax in the Grand Duchy of Luxembourg in respect of their shares or of income derived from their shares. These parties are subject to their relevant national tax regulations.

Since 1 January 2006, natural persons who are resident in the Grand Duchy of Luxembourg and are not resident in another state for tax purposes have been required to pay a withholding tax of 10% on interest income accrued in Luxembourg, in accordance with the Luxembourg law implementing the Directive. Under certain circumstances, investment fund interest income may also be subject to the withholding tax. At the same time, the Grand Duchy of Luxembourg abolished the wealth tax.

Prospective shareholders should enquire about the laws and regulations that apply to the purchase, possession and redemption of shares and, where necessary, seek advice.

Publication of the net asset value per share and the issue and redemption price

The current net asset value per share and the issue and redemption price, as well as any other shareholder information, may be requested at any time from the registered office of the Investment Company, the Management Company, the Depositary and from the paying agents. The issue and redemption prices are also published on each Valuation Day on the Management Company’s website (www.ipconcept.com).

Disclosure of information to shareholders

Shareholder information, particularly shareholder announcements, is published on the Management Company's website (www.ipconcept.com). In addition, announcements shall also be published in Luxembourg in the "RESA" and in the "Tageblatt" where there is a legal requirement to do so. Where units are sold in countries outside the Grand Duchy of Luxembourg, announcements will also be published in the appropriate required media where there is a legal requirement to do so.

The following documents are available for inspection free of charge during normal business hours on business days in Luxembourg at the registered office of the Management Company:

- Management Agreement;
- Articles of Association of the Management Company,
- Depositary Agreement;
- Central Administration Agent Agreement;
- Registrar and transfer agent agreement

The current Sales Prospectus, the "Key Investor Information Document" as well as the annual and semi-annual reports of the Fund can be obtained free of charge from the Management Company's website www.ipconcept.com. The current Sales Prospectus and the "Key Investor Information Document" as well as the relevant annual and semi-annual reports of the Fund are available in hard copy free of charge at the registered office of the Management Company, the Depositary and the paying agents.

Investors may receive free of charge from the Management Company information on the principles and strategies on the exercise of voting rights based on the assets held by the Fund at the website www.ipconcept.com.

When executing decisions about the purchase or sale of assets for a sub-fund, the Investment Manager acts in the best interests of the sub-fund. Investors may address questions, comments and complaints to the Management Company in writing, including by e-mail. Information on the complaints procedure can be downloaded free of charge on the website of the Management Company at www.ipconcept.com.

Information on payments which the Management Company receives from third parties or pays to third parties may be requested from the Investment Company or the Management Company free of charge at any time.

The Management Company has determined and applies remuneration policies and practices that comply with the legal requirements, in particular the principles listed in Article 111ter of the Law of 17 December 2010. These practices and policies are compatible and consistent with the risk-management process defined by the Management Company and neither encourage the acceptance of risks that are incompatible with the risk profiles and the Articles of Association of the

Fund under its management nor prevent the Management Company from acting at its own discretion in the best interests of the Fund.

The remuneration policies and practices include fixed and variable portions of salaries and voluntary pension benefits.

The remuneration policies and practices apply to categories of employees, including senior management, risk bearers, employees with oversight functions and employees whose overall remuneration places them in the same income bracket as senior management and risk bearers, whose activities have a material influence on the risk profiles of the Management Company or the funds under its management.

The remuneration policies and practices are compatible with sound and effective risk management and are consistent with the business strategy, the objectives, values and interests of the Management Company and of the UCITS under its management and investors in such UCITS. Compliance with the remuneration principles, including the implementation thereof, shall be verified once a year. The fixed and variable components of the total remuneration are appropriately balanced, whereby the proportion of the fixed component of the total remuneration is high enough to provide complete flexibility with regard to the variable remuneration components, including the possibility of waiving the payment of a variable component. Performance fees are based on employees' qualifications and skills as well as their level of responsibility and contribution towards the Management Company's added value. Where applicable, performance is assessed under a multi-year framework that is appropriate for the holding period recommended to investors in the UCITS managed by the Management Company. This ensures that the assessment is based on the longer-term performance of the UCITS and its investment risks and that the actual payment of performance-related remuneration components is spread over the same period. The pension scheme is consistent with the business strategy, the objectives, values and long-term interests of both the Management Company and the UCITS under its management.

Details of the up-to-date remuneration policy, including, but not limited to, a description of how remuneration and benefits are calculated, the identities of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, may be downloaded free of charge from the Management Company's website (www.ipconcept.com). A hard copy will be made available free of charge to investors on request.

Information for shareholders in the United States of America

The Fund's units are not, have not and will not be authorised in accordance with the *U.S. Securities Act of 1933* (the "**Securities Act**") in its latest version or under the stock market regulations of individual Federal States or local authorities of the United States of America or its territories or possessions either in the ownership or under the jurisdiction of the United States of America, including the Commonwealth of Puerto Rico (the "**United States**"), or otherwise registered or transferred, offered or sold directly or indirectly to or in favour of a U.S. person, as defined in the Securities Act.

The Fund is and will not be authorised or registered under the *Investment Company Act of 1940* (the "**Investment Company Act**") in its latest version or in accordance with the laws of individual Federal States of the USA and investors have no claim to the benefit of registration under the Investment Company Act.

In addition to the other requirements set out in the prospectus, management regulations/articles of association or the subscription form, investors must (a) not be "U.S. persons" within the meaning of the definition of Regulation S of the Securities Act, (b) not be "Specified U.S. persons" as defined in the *Foreign Account Tax Compliance Act* ("**FATCA**"), (c) be "non-U.S. persons" within the meaning of the Commodity Exchange Act and (d) not be U.S. persons within the meaning of the US *Internal Revenue Code* of 1986 in its latest version (the "**Code**") and in accordance with the *Treasury Regulations* enacted pursuant to the Code. If you require further information, please contact the Management Company.

Persons who wish to acquire shares must give written confirmation that they meet the requirements of the previous paragraph.

FATCA was passed as part of the *Hiring Incentives to Restore Employment Act* of March 2010 in the United States. FATCA requires financial institutions outside the United States of America ("foreign financial institutions" or "FFIs") to provide information on an annual basis on *financial accounts*, which are directly and indirectly operated by *Specified U.S. persons* to the US *Internal Revenue Service (IRS)*. A withholding tax of 30% will be deducted from certain types of US income from FFIs which do not meet this obligation.

On 28 March 2014 the Grand Duchy of Luxembourg entered into an Intergovernmental Agreement ("**IGA**"), in accordance with model 1, and a related *Memorandum of Understanding* with the United States of America.

The Management Company and the Fund meet FATCA requirements.

The Fund's unit classes may be subscribed to by:

- (i) investors via a FATCA-compliant independent intermediary (*nominee*), or
- (ii) directly and indirectly by a sales agent (which only serves as an intermediary and does not act as a nominee) with the exception of:

- *Specified U.S. persons*

This investor group includes those U.S. persons who are classified by the United States government as at risk with regard to tax avoidance and tax evasion practices. However this does not affect, inter alia, listed companies, tax-exempt organisations, real estate investment trusts (REIT), trusts, US securities dealers or similar.

- *Passive non-financial foreign entities (or passive NFFE)*

This investor group generally refers to all NFFE, which do not qualify as excepted NFFE.

This includes, for example, non-US family trusts whose assets consist exclusively of financial investments, which are derived from passive assets and are managed by a person, rather than an external services company.

- *Non-participating Financial Institutions*

The United States of America grants this status due to the non-compliance of a financial institution which has not fulfilled stated conditions due to the breach of the terms of the respective country-specific IGAs within 18 months of first being advised.

If the Fund were to become subject to a withholding tax or reporting requirements or suffer other damages due to the absence of FATCA compliance by an investor, the Fund reserves the right, notwithstanding other rights, to enforce damages claims against the respective investor.

For any questions concerning FATCA and the FATCA status of the Fund, investors and potential investors are advised to contact their financial, tax and/or legal advisers.

Information for investors with respect to the automatic exchange of information

The automatic exchange of information pursuant to intergovernmental agreements and Luxembourg regulations (Law of 18 December 2015 transposing the automatic exchange of financial account information in tax matters) is transposed via Council Directive 2014/107/EU of 9 December 2014 as regards mandatory automatic exchange of information in the field of taxation, and the Common Reporting Standard, a reporting and due diligence process developed by the Organisation for Economic Co-operation and Development (OECD) for the international, automatic exchange of financial account information. The automatic exchange of information is transposed into Luxembourg law for the first time in the 2016 tax year.

For this purpose, reportable financial institutions provide information on applicants and reportable registers annually to the Luxembourg tax authorities (Administration des Contributions Directes in Luxembourg), which in turn forwards it to the tax authorities of the countries in which the applicant(s) is/are resident for tax purposes.

In particular, this involves the notification of:

- the name, address, tax identification number, country of domicile, date and place of birth of the each person subject to reporting obligations,
- register number,
- register balance or value,
- credited capital gains, including sales proceeds.

Reportable information for a specific tax year, which must be submitted to the Luxembourg tax authority by 30 June of the following year, shall be exchanged by 30 September of that year between the relevant financial authorities and for the first time in September 2017, based on the data for 2016.

Annex 1

BAKERSTEEL GLOBAL FUNDS SICAV – Precious Metals Fund

Supplementing and in derogation of Article 4 of the Articles of Association, the following provisions apply to the sub-fund:

Investment objectives

The investment objective of **BAKERSTEEL GLOBAL FUNDS SICAV – Precious Metals Fund** (“sub-fund”) is to achieve an appropriate return commensurate with the investment risk.

As a result of its specific investment policy, the sub-fund may be subject to pronounced cycles and widely varying conditions in stock markets. Based on the Investment Manager’s view of global supply and demand factors, the weightings within the portfolio may vary and, from time to time, a substantial portion of the Sub-Fund’s assets may be invested in any one country and/or in securities providing exposure to a specific category of precious metals.

The Investment Manager may use techniques such as fundamental analysis to assess growth and value potential. This means evaluating the financial condition and management of a company, its industry and the overall economy. As part of this evaluation, the Investment Manager may:

- analyse financial data and other information sources;
- assess the quality of management; and
- conduct company interviews, where possible.

Past performance of the sub-fund shall be indicated in the relevant "Key Investor Information Document".

Past results offer no guarantee as to future performance. It cannot be guaranteed that the investment objective of the sub-fund will be achieved. The Management Company will exclusively verify the investment principles described in the investment policy.

Investment policy

The sub-fund's invests at least two thirds of its total assets in equity securities of businesses engaged in precious metals activities.

The sub-fund can invest up to one third of its total assets in other transferable securities which do not meet the above criteria, such as equities, bonds, money market, certificates, other structured products (e.g. reverse convertible bonds, warrant-linked bonds or convertible bonds. Contingent convertible bonds are excluded) and in units of UCITS and/or other UCIs as well as in liquid funds and fixed-term deposits. These certificates are for legally permitted underlyings such as equities, bonds, investment fund units, financial indices and currencies.

The Fund is allowed to invest up to 10% of its net assets in units of undertakings for collective investment in transferable securities (UCITS) and undertakings for collective investment (UCIs) as defined in Article 41(1)(e) of the Law of 17 December 2010 ("Target Funds").

The sub-fund may use derived financial instruments ("derivatives") in order to achieve the aforementioned investment objectives as well as for investment and hedging purposes. In addition to option rights, this includes swaps and futures contracts on securities, money market instruments, financial indices within the meaning of Article 9 (1) of Directive 2007/16/EC and Article XIII of the ESMA Guidelines 2014/937, interest rates, exchange rates, currencies and investment funds pursuant to Article 41 (1) (e) of the Law of 17 December 2010. In addition, total return swaps may be used. As a result, the profit and loss profile of the underlying may be synthetically replicated without being invested in the relevant underlying. The investor's income from this total return swap depends on the performance of the underlying with its income (dividends, coupons, etc.) and the derivative instrument used. Derivatives may only be used within the limits specified in Article 4 of the Articles of Association. Further details on techniques and instruments can be found in the Sales Prospectus in the chapter entitled "Information on derivatives and other techniques and instruments"

Risk profile of the sub-fund

Speculative

The sub-fund is appropriate for speculative investors. Due to the composition of the sub-fund's assets, there is a very high degree of risk but also a very high profit potential. The risks may consist in particular of currency risk, credit risk and price risk, as well as market interest rate risks.

Risk approach

Commitment approach:

The commitment approach methodology to calculate the global exposure will be used for the current sub-fund.

Share Class information

ISIN	A USD	LU1128909121
	A EUR	LU1128909394
	A CHF	LU1128909477
	A SGD	LU1128909717
	D USD	LU1128909980
	D EUR	LU1128910137
	D GBP	LU1128910566
	I USD	LU1128910723
	I EUR	LU1128911291
	I GBP	LU1128912851
	S GBP	LU1278882136
	S USD	LU1128913586
	A2 EUR	LU0357130854
	I2 EUR	LU0357130771
	D2 EUR	LU1672565543
D3 EUR	LU1672644330	

Securities No	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP S GBP S USD A2 EUR I2 EUR D2 EUR D3 EUR	A12FTZ A12FT0 A12FT1 A12FT3 A12FT4 A12FT5 A12FT7 A12FT8 A12FT9 A12FUB A14YJZ A12FUC A1CXBS A0Q2FR A2DWM9 A2DWNA
Initial subscription period:	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP S GBP S USD D2 EUR D3 EUR	18 February, 2015 18 February, 2015 1 December 2015 18 February, 2015 12 October 2017 12 October 2017
First unit value: (plus front-load fee)	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP S GBP S USD D2 EUR D3 EUR	100.- USD 100.- EUR 100.- CHF 100.- SGD 100.- USD 100.- EUR 100.- GBP 100.- USD 100.- EUR 100.- GBP 100.- GBP 100.- USD 100.- EUR 100.- EUR
Payment of the initial issue price	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP S GBP S USD D2 EUR	24 February, 2015 24 February, 2015 7 December 2015 24 February, 2015 17 October 2017

	D3 EUR	17 October 2017
Payment of the issue and redemption prices	Within 3 Business days	
Share class currency	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP S GBP S USD A2 EUR I2 EUR D2 EUR D3 EUR	USD EUR CHF SGD USD EUR GBP USD EUR GBP GBP USD EUR EUR EUR EUR
Sub-fund currency	EUR	
Calculation of the share value	Every Business day in the Grand Duchy of Luxembourg and London, with the exception of 24 and 31 December	
Type of certificates	Bearer shares are exclusively certificated by global certificates; registered shares are entered in the share register.	
Denominations	Bearer and registered shares will be issued with up to three decimal places	
Application of income	Reinvesting	
Minimum initial investment	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP A2 EUR D2 EUR D3 EUR	0.- USD 0.- EUR 0.- CHF 0.- SGD 0.- USD 0.- EUR 0.- GBP 10,000,000.- USD* 10,000,000.- EUR* 10,000,000.- GBP* 0.- EUR 0.- EUR 1,000,000.- EUR*
Minimum subsequent investment	A USD A EUR A CHF A SGD D USD D EUR D GBP I USD I EUR I GBP A2 EUR D2 EUR D3 EUR	0.- USD 0.- EUR 0.- CHF 0.- SGD 0.- USD 0.- EUR 0.- GBP 10,000.- USD* 10,000.- EUR* 10,000.- GBP* 0.- EUR 0.- EUR 10,000.- EUR*
Savings plans for registered shares which are recorded in the unit register	not allowed	
Savings plans for bearer shares	You can obtain information from the institution that maintains	

which are contained in a bank custody account	your custody account
Withdrawal plans for registered shares which are recorded in the unit register	not allowed
Withdrawal plans for bearer shares which are contained in a bank custody account	You can obtain information from the institution that maintains your custody account
Financial year end of the Investment Company	31. December
First financial year end of the sub-fund	31. December 2008
Semi-annual report (unaudited)	30. June
Annual report (audited)	31. December
Taxe d'abonnement	0.05% p.a.

*The Management Company is authorised to accept lower amounts at its discretion.

Share classes I2 EUR, S USD and S GBP are closed for subscriptions.

The sub-fund is established for an indefinite period of time.

Costs which are reimbursed from the sub-fund's assets

1. Management Company fee

In consideration for the management of the sub-fund, the Management Company receives a fee of up to 0.10% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month. The Management Company also receives a fixed fee of up to EUR 1,000.00 per month (reduced to EUR 500.00 during the first 18 months).

In consideration for the handling of sales agreements and portfolio commissions, the Management Company receives a fee of up to EUR 300.00 per month per share class plus up to 0.0075% of commissionable holdings of the sub-fund only.

Value added tax will be added to these fees as applicable.

2. Investment management fee

For share classes A USD, A EUR, A CHF, A SGD:

The Investment Manager receives a total fee of up to 1.75% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share classes D USD, D EUR, D GBP:

The Investment Manager receives a total fee of up to 1.25% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share classes I USD, I EUR, I GBP:

The Investment Manager receives a total fee of up to 0.90% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share class S USD, S GBP:

The Investment Manager receives a total fee of up to 0.85% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share class A2 EUR:

The Investment Manager receives a total fee of up to 2.40% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share class I2 EUR:

The Investment Manager receives a total fee of up to 1.20% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share class D2 EUR:

The Investment Manager receives a total fee of up to 1.50% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

For share class D3 EUR:

The Investment Manager receives a total fee of up to 1.15% p.a. of the net assets of the sub-fund. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

Performance Fee for share classes A USD, A EUR, A CHF, A SGD, D USD, D EUR, D GBP, I USD, I EUR, I GBP, D3 EUR:

In addition the Fund Manager receives a performance fee of up to 15% of the unit value performance which exceeds the positive performance of the benchmark of the Euromoney Global Gold Index, Bloomberg code: JCGMGGI Index in Euro, provided the unit value at the financial year-end is higher than the highest unit value at the end of the previous financial years or higher than the initial unit value at the end of the first financial year (high water mark principle).

High water mark principle: at the launch of the Fund, the high water mark is identical to the initial unit value. If the unit value on the last valuation day of a subsequent financial year is above the high water mark, the high water mark is set to the calculated unit value on the last valuation day of the financial year. In all other cases, the high water mark remains unchanged.

The performance of the benchmark is calculated based on the difference between the benchmark's actual score on the calculation day and the latest score of the previous period or between

the benchmark's score in the first financial year and at the end of the initial subscription period. If the benchmark is made up of several indices, the percentage weighting of the indices shall be readjusted daily.

The performance of the unit value ("unit value performance") is calculated on each valuation day by comparing the actual unit value with the highest unit value of the previous financial year end (high water mark). If there are different unit classes in the Fund, the unit value per unit class is used as a basis for the calculation.

To determine unit value performance, any dividend payments made in the meantime are taken into account, i.e. these are added to the actual unit value, from which these distributions had been deducted.

Beginning with the start of each financial year, the performance fee is calculated each valuation day on the basis of the aforementioned share value performance, the benchmark performance, the average units in circulation during the financial year and the highest unit value at the ends of the previous financial years (high water mark).

On the valuation days on which the unit value performance is greater than the benchmark performance (outperformance) and the current unit value exceeds the high water mark, the accrued total amount changes pursuant to the method presented above. On the valuation days on which the unit value performance is lower than the benchmark performance or the current unit value is lower than the high water mark, the accrued total amount is eliminated. As a basis of calculation, data from the previous valuation day (at financial year-end on the same day) is used.

The performance fee is calculated exclusively on the basis of high water mark, the difference between the positive performance of the benchmark and that of the unit value. If the performance of the benchmark is negative, the performance fee is only calculated based on the positive performance of the unit value and the high water mark. If the performance of the unit value is negative, there shall be no performance fee whatsoever.

The amount calculated on the last valuation day of the accounting period may, if a performance fee is payable, be paid out from the relevant unit class of the Fund at the end of the financial year.

VAT shall be added to these fees, as applicable.

3. Depositary fee

In consideration for its duties, the Depositary receives from the net assets of the sub-fund a fee amounting to up to 0.075% p.a. of the net assets of the sub-fund with a minimum of EUR 750.00 per month (minimum fee effective after 12 months). This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month.

Value added tax shall be added to these fees as applicable.

4. Central Administration Agent fee

For the fulfilment of its responsibilities, the Central Administration Agent receives a fee of up to 0.02% p.a. of the net sub-fund assets. This fee is calculated and paid pro rata in arrears at the end of each month on basis of the volume at the end of the month. In addition, the Central Administration Agent receives a monthly basic fee of up to EUR 1,750.00 payable at the end of the month (reduced to EUR 1,625.00 for the first 18 months).

Value added tax shall be added to these fees as applicable.

5. Registrar and transfer agent fee ("Relevant Agent" fee)

In consideration for its duties as stated in the registrar and transfer agent agreement, the registrar and transfer agent receives a fee of up to EUR 25.00 p.a. per investment account or EUR 40.00 p.a. per account with a savings plan and/or withdrawal plan, plus a basic annual fee of up to EUR 3,000.00 (reduced by 25% for the first 18 months). These fees are calculated and paid in arrears at the end of each calendar year.

Value added tax shall be added to these fees as applicable.

6. Further Costs

In addition the costs set out in Article 35 of the Articles of Association may also be charged against the sub-fund assets.

Costs to be borne by the shareholders include

	A USD A EUR A CHF A SGD I USD I EUR I GBP S GBP S USD A2 EUR I2 EUR	D USD D EUR D GBP D2 EUR D3 EUR
Front-load fee: (To the relevant agent)	Up to 5%	None
Redemption charge: (To the respective sub-fund's assets)	None	None
Exchange fee: (based on the net asset value of the shares to be acquired)	None	None

Use of income

The income on all classes will be reinvested.

Articles of Association
of
BAKERSTEEL GLOBAL FUNDS SICAV

I. Name, registered office and purpose of the Investment Company

Article 1 Name

An Investment Company in the form of a company limited by shares shall herewith be formed as a "Société d'investissement à capital variable" under the name **BAKERSTEEL GLOBAL FUNDS SICAV** ("Investment Company"). The Investment Company is an umbrella company that shall contain several sub-funds ("sub-funds").

Article 2 Registered office

The registered office is in Strassen in the Grand Duchy of Luxembourg.

On the basis of a simple decision by the Board of Directors, the registered office of the Company may be relocated to another place within the Grand Duchy of Luxembourg. Furthermore, the Company may set up branches and other offices in other locations both within the Grand Duchy of Luxembourg and abroad.

In the event of an existing or the impending threat of a political or military nature or any other emergency brought about by force majeure outside the control, responsibility and sphere of influence of the Investment Company and if this situation has a detrimental impact on the daily business of the company or influences transactions between the location of the registered office of the company and other locations abroad, the Board of Directors shall be entitled by way of majority decision to temporarily relocate the registered office of the company abroad for the purpose of re-establishing normal business relations. However, in this case the Investment Company shall retain the Luxembourg nationality.

Article 3 Purpose

1. The exclusive purpose of the Investment Company is the investment in securities and/or other permissible assets in accordance with the principle of risk diversification pursuant to Part I of the Law of the Grand Duchy of Luxembourg dated 17 December 2010 relating to undertakings for collective investment ("Law of 17 December 2010"), with the aim of achieving a reasonable performance to the benefit of the shareholders by following a specific investment policy.
2. Taking into consideration the principles set out in the Law dated 17. December 2010 and the Law dated 10 August 1915 concerning commercial companies (including subsequent amend-

ments and supplements) ("Law of 10 August 1915"), the Investment Company may carry out all transactions that are necessary or beneficial for the fulfilment of the Company's purpose.

Article 4 General investment principles and restrictions

The objective of the investment policy of the individual sub-funds is to achieve reasonable capital growth in the respective currency of the sub-fund (as defined in Article 12 (2) of the Articles of Association in conjunction with the relevant Annex to this Sales Prospectus). Details of the investment policy of each sub-fund are specified in the relevant Annexes to the Sales Prospectus.

The following general investment principles and restrictions apply to all sub-funds, provided no deviations or supplements are specified in the relevant Annex to this Sales Prospective for a particular sub-fund.

The respective sub-fund assets are invested pursuant to the principle of risk diversification within the meaning of the provisions of Part I of the Law of 17. December 2010 and in accordance with the following investment policy principles and investment restrictions.

Each sub-fund may buy and sell only those assets that can be valued in accordance with the general valuation criteria set out in Article 12 of the Articles of Association.

1. Definitions:

a) "regulated market"

A "regulated market" refers to a market for financial instruments in the sense of Article 4(14) of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC.

b) "securities"

The term "securities" includes:

- shares and other securities equivalent to shares (hereinafter "shares"),
- bonds, debentures and other securitised debt instruments (hereinafter "debt instruments"),
- all other marketable securities that entitle the purchase of securities via subscription or exchange.

Excluded are the techniques and instruments specified in Article 42 of the Law of 17. December 2010.

c) "money market instruments"

The term "money market instruments" refers to instruments that are normally traded on the money markets, that are liquid and the value of which can be determined at any time.

d) "UCI"

Undertaking for collective investment

e) "Undertakings for collective investment in transferable securities ("UCITS")"

For each UCITS that consists of multiple sub-funds, each sub-fund is considered to be its own UCITS for the purposes of applying the investment limits.

2. Only the following categories of securities and money market instruments may be purchased:

- a) those that have been admitted to a regulated market as defined in Directive 2004/39/EC or are traded on it;
- b) securities and money market instruments that are traded on another regulated market in an EU Member State ("Member State") which is recognised, open to the public and whose manner of operation is in accordance with the regulations;
- c) those that are officially quoted on a stock exchange in a non-Member State of the European Union or on another regulated market of a non-Member State of the European Union which is recognised, open to the public and whose manner of operation is in accordance with the regulations,
- d) securities and money market instruments from new issues, provided the issue conditions contain the obligation that admission to official listing on a stock exchange or on another regulated market which is recognised, open to the public and whose manner of operation is in accordance with the regulations be applied for and that this will take place no later than one year from the date of issue.

The securities and money market instruments referred to in No. 2 c) and d) shall be officially quoted or traded in North America, South America, Australia (including Oceania), Africa, Asia and/or Europe.

- e) units in undertakings for collective investment in transferable securities ("UCITS"), which have been admitted in accordance with Directive 2009/65/EC, and/or other undertakings for collective investment ("UCI") in the sense of Article 1(2) a) and b) of Directive 2009/65/EC, irrespective of whether their registered office is in a Member State or a non-Member State, purchased provided
 - these UCIs have been admitted in accordance with such legal provisions which subject them to supervision that, in the opinion of the Luxembourg supervisory authorities, is equivalent to supervision in keeping with EU law and that there are sufficient guarantees for cooperation between the authorities,

- the degree of protection of the shareholders of these UCI is equivalent to that of the shareholders of a UCITS, and particularly the provisions concerning the separated custody of assets, borrowing, granting credit and short sales of securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC,
 - the business activities of the UCIs are the subject of semi-annual and annual reports which permit a judgement to be made concerning the assets and the liabilities, income and transactions in the reporting period,
 - the UCITS or other UCIs whose shares are to be acquired can, in accordance with its terms of agreement or its Articles of Association, invest a maximum of 10% of its assets in shares of other UCITS or UCIs,
- f) sight deposits or other callable deposits with a maturity period of 12 months at the most, transacted at credit institutions, provided the institution concerned has its registered office in a Member State of the EU, the OECD or the FATF or, if the registered office is in a third country, it is subject to supervisory provisions which are, in the opinion of the Luxembourg supervisory authorities, equivalent to those of EU law;
- g) derivative financial instruments (“derivatives”), including equivalent instruments settled in cash, which are traded on one of the regulated markets stated in subparagraphs a), b) or c) above, and/or derived financial instruments that are not traded on a stock exchange (“OTC derivatives”), provided
- the underlying assets are instruments within the meaning of Article 41 (1) of the Law of 17 December 2010 or financial indexes, interest rates, exchange rates or currencies in which each sub-fund may invest in accordance with the investment policy stated in each Annex of the prospectus,
 - the counterparties to OTC derivative transactions are institutions subject to official prudential supervision, and belonging to the categories approved by the CSSF; and
 - the OTC derivatives are subject to a reliable and verifiable assessment on a daily basis and can at any time, at the Investment Company’s initiative, be sold, liquidated or closed-out by a transaction at a reasonable current value.
- h) money market instruments which are not traded on a regulated market and which come under the definition of Article 1 of the Law of 17. December 2010, if the issue or the issuer of those instruments is already subject to provisions governing the protection of deposits and investors, and provided they are
- issued or guaranteed by a central, regional or local corporation or the central bank of a Member State, the European Central Bank, the EU or the European Investment Bank, a non-member state or, insofar as a Federal state, a constituent state of the Federation, or by an international sales agency under by public law, to which at least one Member State belongs, or

- negotiated by a company whose securities are traded on the regulated markets indicated in letters a), b) or c) of this Article, or
 - issued or guaranteed by an institute which is, in accordance with the criteria set out in EU law, subordinated to a supervisory authority, or an institute which, in the opinion of the Luxembourg supervisory authority, is subject to supervisory provisions which are at least as rigorous as those of EU law and which complies with them, or
 - issued by other issuers which belong to a category that has been approved by the Luxembourg supervisory authorities, insofar as, for investments in such instruments, regulations for investor protection are in force that are equivalent to those of the first, second or third bullet points, and insofar as this involves an issuer which is either a company with equity of at least EUR 10 million, which provides and publishes its annual financial statements in keeping with Directive 78/660/EEC, or a legal entity which is, within a group encompassing one or more companies quoted on the stock exchange, responsible for financing that group, or else a legal entity whose task is to collateralize liabilities through the provision of a credit line granted by a bank.
3. However, up to 10% of the particular net sub-fund assets can be invested in other securities and money market instruments other than those mentioned in no. 2 of this Article;
4. Techniques and instruments
- a) Under the conditions and within the limits set out by the Luxembourg supervisory authority, each sub-fund may employ techniques and instruments stated in the Sales Prospectus, provided that such techniques and instruments are used to ensure the efficient management of the respective sub-fund's assets. If these operations concern the use of derivative instruments, the conditions and limits must comply with the Law of 17 December 2010.

Furthermore, when making use of techniques and instruments, it is not permitted for the relevant net sub-fund assets to depart from the investment policy set out in each Annex of the Prospectus.

- b) The Management Company is required to employ a risk management process in accordance with Article 42(1) of the Law of 17 December 2010 enabling it to monitor and measure at any time the risk connected with the investment holdings as well as their contribution to the overall risk profile of the investment portfolio. The Management Company must ensure that the overall risk of managed funds associated with derivatives does not exceed the total net value of their portfolios. In particular, it shall not solely or mechanically rely on credit ratings issued by credit rating agencies as defined in Article 3(1)(b) of Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, for assessing the creditworthiness of the Fund assets. The process used for the corresponding sub-fund/Fund to measure risk, as well as any additional, more detailed information is stated in the relevant Annex for the respective fund/sub-fund.

As part of its investment policy and within the limits laid down by Article 43(5) of the Law of 17 December 2010, the sub-fund may be invested in derivatives as long as the exposure to the underlying assets does not exceed in aggregate the investment limits in Article 43 of the Law

of 17 December 2010. Should the Fund invest in index-based derivatives, such investments will not be taken into account in connection with the investment limits referred to in Article 43 of the Law of 17 December 2010. If a derivative is embedded in a security or money market instrument, it must be taken into account with regard to compliance with Article 42 of the Law of 17 December 2010.

The Management Company may, on behalf of the Investment Company, make all necessary arrangements and, with the consent of the Depository, impose all necessary additional investment restrictions in order to comply with the conditions in countries in which shares are to be sold.

5. Risk diversification

- a) A maximum of 10% of net sub-fund assets may be invested in securities or money market instruments of a single issuer. The sub-fund may not invest more than 20% of its assets with a single institution.

The default risk in transactions of the Investment Company or its sub-funds involving OTC derivatives must not exceed the following rates:

- 10% of the net sub-fund assets, if the counterparty is a credit institution in the sense of Article 41(1) f) of the Law of 17 December 2010, and
- 5% of the net sub-fund assets in all other cases.

- b) The total value of the securities and money market instruments of issuers in whose securities and money market instruments more than 5% of the net assets of a particular sub-fund are invested, must not exceed 40% of the net sub-fund assets in question. This restriction does not apply to investments and transactions in OTC derivatives carried out with financial institutions that are subject to supervision.

Irrespective of the individual upper limits in a), a maximum of 20% of the sub-fund's assets may be invested in a single institution in a combination of

- Securities or money-market instruments issued by such establishment and/or
- deposits in that institution and/or
- OTC derivatives acquired from that institution

- c) The investment limit of 10% of the net sub-fund assets referred to in point 5 a), sentence 1 of this Article shall be increased to 35% of the net assets of the respective sub-fund in cases where the securities or money market instruments to be purchased are issued or guaranteed by a Member State, its local authorities, a non-member state or other international organisations under public law, to which one or more Member States belong.

- d) The investment limit of 10% of the net sub-fund assets referred to in point 5 a), sentence 1 of this Article shall be increased to 25% of the net assets of the respective sub-fund in cas-

es where the bonds to be purchased are issued by a credit institution which has its registered office in an EU Member State and is by law subject to a specific public supervision, via which the bearers of such bonds are protected. In particular, the proceeds arising from the issue of such debt instruments must, by law, be invested in assets which, up to the maturity of the debt instruments, provide adequate cover for the resulting obligations and which, by means of preferential rights, are available as security for the reimbursement of the principal and the payment of accrued interest in the event of default by the issuer.

If more than 5% of the respective net sub-fund assets are invested in bonds issued by such issuers, the total value of the investments in those bonds must not exceed 80% of the respective net sub-fund assets.

- e) The restriction of the total value to 40% of the respective net sub-fund assets set out in point 5 b), first sentence, of this Article does not apply in the cases referred to in c), d) and e).
- f) The investment limits of 10%, 35% or 25% of net sub-fund assets, as set out in no. 5 a) to d) of this Article, must not be regarded cumulatively but rather in total a maximum of 35% of the net sub-fund assets may be invested in securities and money market instruments of the same issuer or in investments or derivatives at the same issuer.

Companies which, with respect to the preparation of consolidated financial statements, within the meaning of Directive 83/349/EEC of the European Council of 13 June 1983, on the basis of Article 54(3) g) of the Agreement on Consolidated Financial Statements (OJ L 193 of 18 July 1983, p.1) or recognised international accounting rules, belong to the same company group are to be regarded as a single issuer when calculating the investment limits stated in point 6 a) to f) of this Article.

Each sub-fund is permitted to invest 20% of its sub-fund net assets in securities and money market instruments of one and the same company group.

- g) Without prejudice to the investment limits laid down in Article 48 of the Law of 17 December 2010, the Management Company may raise the limits laid down in Article 43 of the Law of 17 December 2010 to a maximum of 20% of the net sub-fund assets for investments in shares or debt securities issued by the same body when the aim of the respective sub-fund's investment policy is to replicate the composition of a certain stock or debt securities index which is recognised by the Luxembourg supervisory authority, on the following basis:
 - the composition of the index is sufficiently diversified,
 - the index presents an adequate base level for the market to which it refers, and
 - the index is published in a reasonable manner.

The above-mentioned investment limit is increased to 35% of the net assets of the respective sub-fund under exceptional market conditions, particularly on regulated markets on

which certain securities or money market instruments strongly dominate. This investment limit applies only to the investment in a single issuer.

It will be stated in the corresponding Annex to the Investment Company's Sales Prospectus whether use has been made of this possibility for each sub-fund.

- h) Notwithstanding the conditions set forth in Article 43 of the Law of 17 December 2010 and whilst simultaneously observing the principle of risk diversification, up to 100% of the net sub-fund assets may be invested in securities and money market instruments that are issued or guaranteed by an EU Member State, its local authorities, an OECD Member State or international organisations to which one or more EU Member States belong. In all cases the securities in a particular sub-fund must originate from at least six different issues and the value of securities originating from one and the same issue must not exceed 30% of the net sub-fund assets.**
- i) A sub-fund may not invest more than 10% of its net assets in UCITS or UCI pursuant to sub-paragraph 2 e) of this Article, unless otherwise stipulated in the specific Annex to the Sales Prospectus for the respective sub-fund. Insofar as the investment policy of the respective sub-fund provides for an investment of more than 10% of the respective net sub-fund assets in UCITS or UCI pursuant to sub-paragraph 2 e) of this Article, the following letters j) and k) shall apply.
- j) The sub-fund may not invest more than 20% of its net sub-fund assets in units of one and the same UCITS or one and the same UCI, pursuant to Article 41(1) (e) of the Law of 17 December 2010. For the purposes of applying this investment restriction, each sub-fund of a UCI with several sub-funds is treated as a separate issuer, provided that the principle of separation of the liabilities of the individual sub-funds is ensured with regard to third parties.
- k) The sub-fund may not invest more than 30% of the net sub-fund assets in other UCIs than UCITS. If the sub-fund has acquired units of another UCITS and/or other UCI, the assets of the UCITS or other UCI in question are not taken into account in respect of the upper limits referred to 5(a)-(f).
- l) If a UCITS acquires shares of another UCITS and/or another UCI which are managed, directly or on the basis of a transfer, by the same management company as the Investment Company (if this applies) and its sub-funds, or a company with which this management company is connected through common management or control or an essentially direct or indirect participation of more than 10% of the capital or votes, no fees may be charged for the subscription or redemption of the shares of this other UCITS and/or UCI by the UCITS (including front-load fees and redemption charges).

In general, a management fee may be charged upon acquisition of units in target funds at the level of the target fund, and allowance must be made for any front-load fee or redemption charges, if applicable. The Investment Company and/or its sub-funds will not invest in target funds which are subject to a management fee of more than 3%. The Invest-

ment Company's annual report will contain information for each sub-fund on the maximum amount of the management fee incurred by the sub-fund and the target funds.

m) A sub-fund of an umbrella fund may also invest in other sub-funds of the same umbrella fund. In addition to the conditions for investing in target funds mentioned above, the following conditions apply to investments in target funds that are also sub-funds of the same umbrella fund:

- Circular investments are not permitted. This means that the target sub-funds cannot themselves invest in the sub-funds of the same umbrella fund which itself invests in the target sub-fund.
- the sub-funds of an umbrella fund that are to be acquired from other sub-funds of the same umbrella fund may, pursuant to their Management Regulations and/or Articles of Association, invest a maximum of 10% of their assets in units of other target funds of the same umbrella fund,
- Voting rights from holding units in target funds that are simultaneously target funds of the same umbrella fund are suspended as long as these units of a sub-fund of the same umbrella fund are held. This rule does not affect the appropriate recording of this in the annual accounts and the periodic reports,
- as long as a sub-fund holds units in another sub-fund of the same umbrella fund, the units of the target sub-fund are not taken into account in the calculation of net asset value, to the extent that the calculation serves to determine whether the legal minimum capital of the umbrella fund has been obtained, and
- if a sub-fund acquires units of another sub-fund of the same umbrella fund there may be no double charging of management, subscription or redemption charges at the level of the sub-fund that has invested in the target sub-fund of the same umbrella fund.

n) It is not permitted to buy shares for the Investment Company or its sub-funds with voting rights that would allow it to exert a considerable influence on the management of an issuer.

o) In addition, on behalf of the sub-funds:

- up to 10% of non-voting shares of one and the same issuer,
- up to 10% of the debentures issued by one and the same issuer,
- not more than 25% of shares issued of one and the same UCITS and/or UCI and
- not more than 10% of the money market instruments of a single issuer.

may be acquired.

p) The investment limits stated in point 5 n) and o) do not apply in the case of:

- securities and money market instruments which are negotiated or guaranteed by an EU Member State or its local authorities, or by a state which is not a member of the European Union;
- securities and money market instruments issued by an international authority under public law, to which one or more EU Member States belong.
- shares which a sub-fund owns in the capital of a company from a non-member state which fundamentally invests its assets in securities of issuers having their registered office in that country, if, due to the legal conditions of that country, such a shareholding is the only way for the sub-fund to invest in securities of issuers from that country. However, this exception shall only apply under the prerequisite that the company of the country outside the EU observes in its investment policy the limits laid out in Articles 43, 46 and 48 (1) and (2) of the Law of 17. December 2010. In the event that the limits set out in Articles 43 and 46 of the Law of 17 December 2010 are exceeded, Article 49 of the Law of 17 December 2010 shall apply accordingly.
- shares held by an investment company or investment companies in the capital of subsidiary companies pursuing, in the country where the subsidiary is established, administration, advisory or sales activities in regard to the redemption of units at investors' request exclusively on its or their behalf.

6. Liquid funds

The sub-fund's net assets may also be held in liquid funds in the form of investment accounts (current accounts) and overnight money, but only on an ancillary basis.

7. Loans and encumbrance prohibition

- a) A particular sub-fund must not be pledged or otherwise encumbered, made over or transferred as collateral, unless this involves borrowing in the sense of b) below or the provision of security within the framework of a settlement of transactions with financial instruments.
- b) Loans encumbering a particular sub-fund may only be taken out for a short period of time and may not exceed 10% of the net sub-fund assets. An exception to this is the acquisition of foreign currencies through *back-to-back* loans.
- c) The respective net fund assets may neither grant loans nor act as guarantor on behalf of third parties. However, this does not preclude the acquisition of securities, money market instruments or other financial instruments that are not fully paid-up in accordance with Article 41 paragraphs 1) e), g) and h) of the Law of 17. December 2010.

8. Further investment guidelines

- a) The short selling of securities is not permitted.

- b) sub-fund assets must not be invested in property, precious metals or certificates concerning precious metals, precious metal contracts, goods or goods contracts.
9. The investment restrictions referred to in this Article relate to the time when the securities are acquired. If the percentages are subsequently exceeded as a result of price changes or for reasons other than additional purchases, the Management Company shall seek to return to the specified limits as soon as possible, taking into account the interests of the shareholders.

II. Duration, merger and liquidation of the Investment Company or of one or several sub-funds

Article 5 Duration of the Investment Company

The Investment Company has been set up for an indefinite period.

Article 6 Merger of the Investment Company or of one or several sub-funds

1. The Investment Company may determine on the basis of a resolution of the general meeting that the Investment Company shall be transferred to another UCITS managed by the same Management Company or managed by another management company in accordance with the following conditions.

The general meeting also votes on the general merger plan. The decisions of the general meeting concerning a merger require at least a simple majority of the votes of those shareholders present or represented. In the case of mergers whereby the investment company taken over ceases to exist as a result of the merger, the effectiveness of the merger must be specified in a notarised deed.

2. A sub-fund of the Investment Company may, pursuant to a decision of the Board of Directors, be merged into another sub-fund of the Investment Company or another UCITS or a sub-fund of another UCITS.

In cases in which a sub-fund is merged with a sub-fund of another fund, this decision shall only be binding on those shareholders who have expressed their agreement to the merger.

3. The mergers stated in points 1 and 2 above may be decided in particular in the following cases:
- in so far as the net fund assets or net assets of the sub-fund on a Valuation Day have fallen below an amount which appears to be a minimum amount for the purpose of managing the Fund or sub-fund in a manner which makes commercial sense. The Management Company has set this amount at EUR 2.5 million.

- If, due to a significant change in the economic or political climate or for reasons of economic profitability, it does not appear to make economic sense to manage the Fund or sub-fund.
4. The Board of Directors may decide to absorb another fund or sub-fund managed by the same or by another management company into the Investment Company or another sub-fund of the Investment Company.
 5. Mergers are possible between two Luxembourg funds or sub-funds (domestic merger) or between funds or sub-funds that are based in two different Member States (cross-border merger).
 6. A merger may only be implemented if the investment policy of the Investment Company or fund/sub-fund to be absorbed does not contradict the investment policy of the absorbing UCITS.
 7. The merger is carried out in the form of the dissolution of the Fund or sub-fund to be merged and at the same time the takeover of all assets by the acquiring fund or sub-fund. Investors in the acquired fund shall receive units of the acquiring fund, the number of which shall be based on the net asset value of the respective fund at the time of the merger and, where applicable, with a settlement for fractions.
 8. Both the absorbing fund or sub-fund and the absorbed fund or sub-fund will inform investors in an appropriate manner of the planned merger via publication in a Luxembourg daily newspaper and as required by the regulations of the respective countries of distribution of the absorbing or absorbed fund or sub-fund.
 9. The investors in the absorbing and the absorbed fund or sub-fund have the right, within 30 days and at no additional charge, to request the redemption of all or part of their units at the current net asset value or, if possible, the exchange for units of another fund with a similar investment policy that is managed by the same Management Company or by another company with which the Management Company is linked by common management or control or by a substantial direct or indirect holding. This right becomes effective from the date on which the shareholders of the absorbed and of the absorbing fund have been informed of the planned merger, and it expires five working days before the date of calculation of the conversion ratio.
 10. In the case of a merger between two or more funds or sub-funds, the funds or sub-funds in question may temporarily suspend the subscription, redemption or conversion of units if such suspension is justified for reasons of protection of the shareholders.
 11. Implementation of the merger will be audited and confirmed by an independent auditor. A copy of the auditor's report will be made available at no charge to the investors in the absorbing and the absorbed fund or sub-fund and the respective supervisory authority.
 12. The provisions of points 3-11 above also apply to the merger of two sub-funds within the Investment Company.

Article 7 Liquidation of the Investment Company or of one or several sub-funds

1. The Investment Company may be liquidated pursuant to a decision of the general meeting. This decision shall be subject to compliance with the legal provisions specified for the amendment of Articles of Association.

However, if the assets of the Investment Company fall to below two-thirds of the minimum capital, the Board of Directors is required to convene a general meeting and to propose the liquidation of the Investment Company to this meeting. Liquidation shall be approved by a simple majority of shares present and/or represented at the general meeting.

If the assets of the Investment Company fall to below one quarter of the minimum capital, the Board of Directors is also required to convene a general meeting and to propose the liquidation of the Investment Company to this meeting. Liquidation in this case shall be approved by a majority of 25% of shares present and/or represented at the general meeting.

General meetings will be convened within 40 days of discovery of the fact that the Investment Company's assets have fallen to below two-thirds or one-quarter of the minimum capital.

The decision of the general meeting to liquidate the Investment Company will be published pursuant to the applicable legislative provisions.

On the basis of a decision by the Board of Directors, a sub-fund of the Investment Company may be liquidated. A liquidation decision may be made in particular in the following cases:

- if the net sub-fund assets on a Valuation Day have fallen below an amount which is deemed to be a minimum amount for the purpose of managing the sub-fund in a manner which is commercially viable. The Investment Company has set this amount at EUR 2.5 million.
 - if, due to a significant change in the commercial or political environment or for reasons of commercial profitability, it is not deemed to be commercially viable to continue to operate the sub-fund.
2. Unless otherwise decided by the Board of Directors, the Investment Company or a sub-fund shall cease to issue, redeem or exchange shares in the Investment Company from the date of the liquidation decision until the liquidation is implemented. The redemption of shares will continue to be possible if the equal treatment of the shareholders is ensured.
 3. Any net liquidation proceeds that are not claimed by investors by the completion of the liquidation process will be forwarded by the Depositary Bank after the completion of the liquidation process to the Caisse des Consignations in the Grand Duchy of Luxembourg on behalf of the entitled shareholders. These sums will be forfeited if they are not claimed within the statutory period.

III. Sub-funds and duration of one or several sub-funds

Article 8 The sub-funds

1. The Investment Company consists of one or several sub-funds. The Board of Directors is entitled to launch further sub-funds at any time. In this case the Sales Prospectus shall be amended accordingly.
2. Each of the sub-funds is considered an independent fund with regard to the legal relationships of the shareholders amongst each other. The rights and obligations of the shareholders of a sub-fund are entirely separate to the rights and obligations of shareholders of the other sub-funds. Each individual sub-fund shall only be liable for claims of third parties that relate to that specific sub-fund.

Article 9 Duration of the individual sub-funds

The sub-funds may be set up for specified or unspecified periods. Details on the duration of each sub-fund are specified in the respective Annexes to the Sales Prospectus.

IV. Capital and shares

Article 10 Capital

The capital of the Investment Company corresponds at all times to the total of the net assets of all the Investment Company's sub-funds ("net assets of the company") pursuant to Article 12(4) of these Articles of Association, and is represented by fully paid-up shares of no par value.

The initial capital of the Investment Company on formation amounts to EUR 31,000 divided into 310 shares of no par value.

Pursuant to the law of the Grand Duchy of Luxembourg, the minimum capital of the Investment Company must be the equivalent of EUR 1,250,000 and this must be attained within a period of six months after approval of the Investment Company by the Luxembourg supervisory authorities. The basis for this will be the net assets of the company.

Article 11 Shares

1. Shares are shares in the respective sub-fund. Shares shall be certificated by share certificates. The shares of the respective sub-fund shall be issued in the certificates and denominations stated in the Annex to the specific sub-fund. Registered shares will be entered into the share register maintained by the registrar and transfer agent ("Relevant Agent"). Confirmation of entry of the shares in the share register will be sent to shareholder to the address specified in the share register. All disclosures and notifications to shareholders by the Investment Company shall be sent to this address. Shareholders shall not be entitled to the physical delivery of share certificates in respect of bearer shares or registered shares.

2. In order to ensure the smooth transfer of shares, an application will be made for the shares to be held in collective custody.
3. The Board of Directors is authorised to issue an unlimited number of fully paid-up shares at any time, without the need to grant existing shareholders a preferential right of subscription to newly issued shares.
4. All shares in a sub-fund fundamentally have the same rights unless the Board of Directors decides to issue different classes of share within the same sub-fund pursuant to the following subparagraph of this Article.
5. The Board of Directors may decide from time to time to have two or more share classes within one sub-fund. The share classes may have different characteristics and rights in terms of the use of income, fee structure or other specific characteristics and rights. From the date of issue, all shares entitle the holder or bearer to participate equally in income, share price gains and liquidation proceeds in their particular share class. If share classes are formed for a particular sub-fund, details of the specific characteristics or rights for each share class are specified in the corresponding Annex to the Sales Prospectus.
6. By decision of the Board of Directors of the Investment Company, share classes in the Fund may be subject to a share split.

Article 12 Calculation of the net asset value per share

1. The net assets of the Investment Company are shown in Euro (EUR) ("reference currency").
2. The value of a share ("net asset value per share") is denominated in the currency laid down in the relevant Annex to the Sales Prospectus ("sub-fund currency"), unless any other currency is stipulated for any other share classes in the relevant Annex to the Sales Prospectus ("share class currency").
3. The net asset value per share is calculated by the Management Company or a third party commissioned for this purpose by the Investment Company, under the supervision of the Depository Bank, on each Business day in Luxembourg and London with the exception of 24 and 31 December of each year ("Valuation Day"). The Board of Directors may decide to apply different regulations to individual sub-funds, but the net asset value per share must be calculated at least twice each month.
4. A Business Day is a day on which banks are normally open for business in Luxembourg and London.
5. In order to calculate the net asset value per share, the value of the assets of each sub-fund, less the liabilities of each sub-fund ("net sub-fund assets") is determined on each day specified in the relevant Annex ("Valuation Day") and this is divided by the number of shares in circulation in the respective sub-fund on the Valuation Day. The Management Company can, however, decide to determine the unit value on the 24 and 31 December of a year without these

determinations of value being calculations of the unit value on a Valuation Day within the meaning of the above clause 1 of this point 4. Consequently, the shareholders may not demand the issue, redemption or exchange of shares on the basis of a net asset value determined on 24 December and/or 31 December of a year.

6. Insofar as information on the situation of the net assets of the company must be specified in the annual or semi-annual reports and/or other financial statistics pursuant to the applicable legislative provisions or in accordance with the conditions of these Articles of Association, the value of the assets of each sub-fund will be converted to the reference currency. The net sub-fund assets will be calculated according to the following principles:

- a) Securities which are officially listed on a stock exchange are valued at the last available market price. If a security is officially listed on more than one stock exchange, the last available listing on the stock exchange which represents the major market for this security shall apply.

The Management Company may stipulate for individual sub-funds that transferable securities, money market instruments, derivative financial instruments (derivatives) and other assets officially listed on a securities exchange are valued at the latest available closing price which provides a reliable valuation. Details on this can be found in the Annexes to the relevant sub-funds.

- b) Securities not officially listed on a securities exchange but traded on a regulated market will be valued at a price that may not be lower than the bid price and not higher than the offered price at the time of valuation and which the Investment Company deems in good faith to be the best possible price at which the securities can be sold.

The Management Company may, on behalf of individual sub-funds, determine that transferable securities, money market instruments, derivative financial instruments (derivatives) and other assets which are not officially listed on a securities exchange (or whose stock exchange rate is not deemed representative, e.g. due to lack of liquidity) but which are traded on another regulated market, shall be valued at the latest available price there, and which the Management Company considers in good faith to be the best possible price at which the transferable securities, money market instruments, derivative financial instruments (derivatives) and other investments can be sold. Details on this can be found in the Annexes to the relevant sub-funds.

- c) OTC derivatives shall be evaluated on a daily basis using a method to be determined and validated by the Management Company in good faith on the basis of the sale value that is likely attainable and using generally accepted valuation models which can be verified by an auditor.

- d) UCITS and UCIs are valued at the most recently established and available redemption price. In the event that the redemption of the investment shares is suspended, or no redemption prices are established, these units together with all other assets will be valued at their appropriate market value, as determined in good faith by the Management Company and in accordance with generally accepted valuation standards approved by the auditors.

- e) If the prices in question are not fair market prices, if the financial instruments under (b) are not traded on a regulated market, and if no prices are set for financial instruments different from those listed under (a)–(d), then these financial instruments and the other legally permissible assets shall be valued at their current market value, which shall be established in good faith by the Management Company on the basis of generally accepted and verifiable valuation rules (e.g. suitable valuation models taking account of current market conditions).
- f) Liquid funds are valued at their nominal value plus interest.
- g) The market value of securities and other investments which are denominated in a currency other than the currency of the relevant sub-fund shall be converted into the currency of the sub-fund at the last mean rate of exchange (WWM/Reuters fixing at 4 pm London time). Gains and losses from foreign exchange transactions will on each occasion be added or subtracted.

The Management Company may stipulate for individual sub-funds that the transferable securities, money market instruments, derivative financial instruments (derivatives) and other assets denominated in a currency other than that of the sub-fund shall be converted into the sub-fund currency at the exchange rate of the trading day. Profits and losses from foreign exchange transactions shall, on each occasion, be added or subtracted. Details on this can be found in the Annexes to the relevant sub-funds.

Any distributions paid out to sub-fund shareholders will be deducted from the net assets of the sub-fund.

- 7. The net asset value per share is calculated separately for each sub-fund pursuant to the aforementioned criteria. However, if there are different share classes within a sub-fund, the net asset value per share will be calculated separately for each share class within this fund pursuant to the aforementioned criteria. The composition and allocation of assets always occurs separately for each sub-fund.

Article 13 Suspension of the calculation of the net asset value per share

- 1. The Management Company is authorised to temporarily suspend calculation of the net asset value per share if and for as long as circumstances exist necessitating the suspension of calculations and if the suspension is in the interests of the shareholders, in particular:
 - a) when a stock exchange or another regulated market on which a significant number of the assets are quoted or traded is closed for reasons other than a normal statutory or bank holiday or when trading on this stock exchange or regulated market is suspended or restricted;
 - b) in emergency situations in which the Investment Company cannot freely access the assets of a sub-fund or in which it is impossible to transfer the transaction value of investment purchases or sales freely or when the net asset value per share cannot be properly calculated.

- c) if disruptions in the communications network, or any other reason, make it impossible to calculate the value of a considerable part of the net assets either quickly or sufficiently.

The issue, redemption and exchange of shares shall also be suspended whilst the calculation of the net asset value per share is temporarily suspended. The temporary suspension of the calculation of the net asset value per share of the shares within a sub-fund shall not lead to the temporary suspension of other sub-funds that are not affected by that event.

2. Shareholders who have placed a subscription, redemption or exchange order shall be immediately informed of the discontinuation of the calculation of the net asset value per share.
3. No shares will be issued, redeemed or converted when the determination of the Net Asset Value is suspended. In such a case, a subscription for shares, a redemption or a conversion request may be withdrawn, provided that a withdrawal notice is received by the Relevant Agent before the suspension is terminated. Unless withdrawn, subscriptions for shares, redemptions and conversion requests will be acted upon on the first Valuation Day after the suspension is lifted on the basis of the subscription price, redemption price or conversion price (as the case may be) then prevailing.

Article 14 Issue of shares

1. Shares are always issued on the initial issue date of a sub-fund or within the initial issue period of a sub-fund at a set initial issue price, plus the front-load fee, in the manner described in the respective sub-fund Annex to the Sales Prospectus. In conjunction with this initial issue amount or this initial issue period, shares will be issued on the Valuation Day at the issue price. The issue price is the net asset value per share pursuant to Article 14(4) of the Articles of Association, plus a front-load fee, the maximum amount of which is stated for each sub-fund in the respective Annex to this Sales Prospectus.

The issue price can be increased by fees or other encumbrances in particular countries where the Fund is on sale.

2. Subscription orders for the acquisition of registered shares may be submitted to the Management Company and any sales agent. The receiving agents are obliged to immediately forward all completed subscription applications to the Relevant Agent.

Subscription applications for the acquisition of bearer shares are forwarded to the Relevant Agent by the entity at which the subscriber holds his investment account. Completed subscription applications are only deemed as accepted on the date they are received by the Relevant Agent, which accepts the subscription applications on behalf of the Management Company.

Completed subscription applications for the purchase of registered shares received by the Relevant Agent by the time specified in the Sales Prospectus on a Valuation Day are allocated at the issue price published on the following Valuation Day, provided the transaction value for the subscribed shares is available. The Management Company will ensure in all cases that shares will be issued on the basis of a net asset value per share that is previously unknown to the applicant. Nevertheless, if there are grounds to suspect that an applicant is engaging in

late trading, the Investment Company or the Management Company reserves the right to reject the subscription application. Completed subscription applications for the purchase of registered shares received by the Relevant Agent after the cut-off time specified in the Sales Prospectus for each Valuation Day are rolled over to the following Valuation Day, provided the transaction value for the subscribed shares is available.

If the transaction value of the subscribed shares is not made available to the Relevant Agent at the time of receipt of the completed subscription application or if the subscription application is incorrect or incomplete, the subscription application shall be regarded as having been received by the Relevant Agent on the date on which the transaction value of the subscribed shares is made available and/or the subscription certificate is submitted properly.

Upon receipt of the issue price by the Depositary, the bearer shares shall be immediately transferred by the registrar and transfer agent, by order of the Management Company, to the agent with which the applicant holds his custody account.

The issue price is payable within the number of Valuation Days specified in the relevant Annex to the sub-fund after the corresponding Valuation Day in the respective sub-fund currency to the Depositary Bank in Luxembourg.

If the transaction value is deducted from the Fund's assets, in particular due to the cancellation of a payment instruction, the non-clearance of funds or for other reasons, the Management Company shall recall the respective shares in the interests of the Fund. Any differences arising from the recall of shares that have a negative effect on the fund assets must be borne by the applicant.

3. For savings plans, a maximum of one-third of all payments agreed for the first year may be applied to covering costs. The remaining costs are distributed evenly across all later payments.
4. The circumstances under which the issue of shares may be suspended are specified in Article 15 of the Articles of Association.
5. The Board of Directors may accept full or partial subscriptions in kind at its absolute discretion. Any investments to be transferred for the purpose of any subscription in specie must be in accordance with the investment policy and the restrictions of the fund. These investments may also be audited by the auditor assigned by the Board of Directors.

Article 15 Restriction and suspension of the issue of shares

1. The Management Company may at any time, at its own discretion and without stating reasons, reject a subscription application, temporarily restrict, suspend or permanently discontinue the issue of shares, or unilaterally decide to repurchase shares in return for payment of the redemption price, if this is deemed to be in the interests of the shareholders, in the interest of the public, for the protection of the Investment Company, for the protection of the respective sub-fund or for the protection of the shareholders, in particular in cases where:

- a) there is a suspicion that the respective shareholder will on acquiring the shares engage in market timing, late trading or other market techniques that could be harmful to all the other investors;
 - b) the investor does not fulfil the conditions to acquire the shares, or
 - c) the shares are sold in a country or are acquired in such a country by a person in which it is not permitted to sell the units to such persons.
2. Should such a situation occur, the Relevant Agent shall reimburse, without delay and without interest, any payments received in respect of subscription applications not yet executed.
 3. The issue of shares shall be temporarily suspended in particular if the calculation of the net asset value per share is suspended.

Article 16 Redemption and exchange of shares

1. Shareholders are entitled at all times to apply for the redemption of their shares at the net asset value per share, if applicable less a redemption charge ("redemption price"), in accordance with Article 12(4) of the Articles of Association. Units will only be redeemed on a Valuation Day. If a redemption charge is payable, the maximum amount of this redemption charge for each sub-fund is specified in the relevant Annex to this Sales Prospectus.

In certain countries the redemption price may be reduced by local taxes and other charges. The corresponding share lapses upon payment of the redemption price.

2. Payment of the redemption price and any other payments to shareholders shall be made via the Depositary Bank or the paying agents. The Depositary Bank shall only be required to make a payment, provided there are no legal provisions, such as exchange control regulations, or other circumstances beyond the Depositary Bank's control forbidding the transfer of the redemption price to the country of the applicant.

The Management Company may repurchase shares unilaterally against payment of the redemption price, provided this is in the interests of or in order to protect the shareholders, the Investment Company or one or more sub-funds, particularly in cases where:

1. there is a suspicion that the respective shareholder shall, on acquiring the shares, engage in market timing, late trading or other market techniques that could be harmful to other investors,
2. the investor does not fulfil the conditions to acquire the shares, or
3. the shares are marketed in a country where the respective sub-fund is not permitted to be sold or are acquired by persons who are not permitted to acquire the shares.

3. The exchange of all or some shares in a sub-fund for shares in another sub-fund shall take place on the basis of the net asset value per share of the relevant sub-fund, taking into account any applicable exchange fee, which is generally set at 1% of the net asset value per share of the shares to be subscribed to, subject to a minimum of the difference between the front-load fee of the sub-fund of the shares to be exchanged and the front-load fee of the sub-fund into whose shares the exchange is made. If it is not possible to exchange shares for specific sub-funds or if no exchange fee is payable, this shall be mentioned in the corresponding Annex of the Sales Prospectus for the sub-fund in question.

If various share classes are offered within a sub-fund, shares of one class may be exchanged for shares of another class within the sub-fund both within the same sub-fund and from one sub-fund into another. No exchange fee is applied if an exchange is made within a single sub-fund.

The Management Company may reject an application for the exchange of shares within a particular sub-fund or share class, if this is deemed in the interests of the Investment Company or the sub-fund or in the interests of the shareholders, particularly if

1. there is a suspicion that the respective shareholder shall, on acquiring the shares, engage in market timing, late trading or other market techniques that could be harmful to all the investors,
 2. the investor does not fulfil the conditions to acquire the shares, or
 3. the shares are marketed in a country where the respective sub-fund is not permitted to be sold or are acquired by persons who are not permitted to acquire the shares.
4. Complete orders for the redemption or exchange of registered shares can be submitted to the Management Company, the sales agents or the paying agents. The receiving agents are obliged to immediately forward the redemption or exchange orders to the registrar and transfer agent. Receipt by the registrar and transfer agent is decisive.

An order for the redemption or exchange of registered shares shall only be deemed complete if it contains the name and address of the shareholder, the number and/or transaction value of the shares to be redeemed or exchanged, the name of the sub-fund and the signature of the shareholder.

Complete orders for the redemption or exchange of bearer shares will be forwarded to the registrar and transfer agent by the agent with whom the shareholder holds his custody account. Receipt by the registrar and transfer agent is decisive.

Complete orders for the redemption and/or exchange of shares received by the relevant agent by the time stated in the Sales Prospectus on a valuation day are settled at the net asset value per share of the following valuation day, less any applicable redemption fees and/or ex-

change fee. The Management Company shall ensure in all cases that shares are redeemed and/or exchanged on the basis of a net asset value per share that is not known to the shareholder in advance. Complete orders for the redemption and/or exchange of shares received by the relevant agent after the time stated in the Sales Prospectus on a valuation day are settled at the net asset value per share of the second following valuation day, less any applicable redemption fees and/or exchange fee.

The redemption price is payable in the respective sub-fund currency or, if there are several unit classes, in the respective unit class currency, within the number of banking days stipulated in the Annexes to the Sales Prospectus after the relevant valuation day. In the case of registered shares, payment is made to the account specified by the shareholder.

Any fractional amounts resulting from the exchange of shares will be paid out by the Relevant Agent.

5. The Management Company is authorised to temporarily suspend the redemption of shares due to the suspension of the calculation of the net asset value.
6. In order to preserve the interests of the shareholders, the Management Company is entitled to defer significant volumes of redemptions until corresponding assets of the sub-fund are sold without delay. In this case, the redemption shall occur at the redemption price then valid. The same shall apply to applications to exchange shares. The Investment Company shall ensure that each sub-fund has sufficient liquid funds so that under normal circumstances the redemption or exchange of shares may take place immediately upon application from investors. The Management Company may limit the principle of the free redemption of shares or specify the redemption conditions more specifically, for example, by applying a redemption charge and setting a minimum amount that the shareholders of the sub-fund must hold.

V. General meeting

Article 17 Rights of the general meeting

A properly convened general meeting represents all the shareholders of the Investment Company. The general meeting has the authority to initiate and confirm all dealings of the Investment Company. The resolutions of the general meeting are binding on all shareholders, provided these resolutions are in accordance with the law of the Grand Duchy of Luxembourg and these Articles of Association, in particular insofar as they do not interfere with the rights of the separate meetings of shareholders of a particular share class.

Article 18 Convening of meetings

1. Pursuant to Luxembourg law, the annual general meeting will be held in Luxembourg at the registered office of the Investment Company, or at any other location within the district where the registered office of the Investment Company is located and which will be specified in the notice of meeting, on the third Wednesday in June of each year at 11.00 a.m. CET/CEST.

In the event that this day is a bank holiday in Luxembourg, the annual general meeting will be held on the next Business day in Luxembourg.

The annual general meeting may be held abroad if the Board of Directors deems fit as a result of extraordinary circumstances. A resolution of this kind by the Board of Directors may not be contested.

2. Pursuant to the applicable legislative provisions, the shareholders may also be called to a meeting convened by the Board of Directors. A meeting may also be convened at the request of shareholders representing at least one tenth of the assets of the Investment Company.
3. The convening notice must contain the agenda and be sent to all holders of registered shares at the addresses stated in the share register at least 14 days before the meeting. The convening notice and the agenda shall be brought to the attention of the owners of bearer shares in accordance with the applicable legal provisions.
4. The agenda shall in principle be drawn up by the Board of Directors. At the request of shareholders representing at least one tenth of the assets of the Investment Company, the Board of Directors shall amend or supplement the agenda. Any such request made by the shareholders must reach the Board of Directors of the Investment Company at least 5 days before the meeting. The Board of Directors shall notify the new agenda to the shareholders immediately. In cases where the general meeting is held at the written request of shareholders representing at least one tenth of the assets of the Investment Company, the agenda shall be drawn up by the shareholders.

The latter shall be attached to the written request for convening the extraordinary general meeting. In this case, the Board of Directors may draw up an additional agenda.

5. Extraordinary general meetings of shareholders shall be held at the time and place specified in the notice of the extraordinary general meeting.
6. The conditions specified in points 2–5 above shall apply accordingly for separate meetings of shareholders for one or several sub-funds or share classes.

Article 19 Quorum and voting

The proceedings of the general meeting or the separate general meeting or one or several sub-funds or share class(es) meetings must meet the legal requirements.

In principle, all shareholders are entitled to participate in the general meetings of shareholders. All shareholders may be represented at the meeting by appointing another person as an authorised representative in writing.

With meetings of shareholders convened for individual sub-funds or share classes, which may only pass resolutions concerning the relevant sub-fund or share class, only those shareholders who hold shares of the corresponding sub-fund or share class may participate. The Board of Directors may

allow shareholders to attend general meetings through a video conferencing facility or other communications methods if these methods enable the shareholders to be identified and to effectively participate in the general meeting uninterrupted.

Notices of representation, the form of which is to be specified by the Board of Directors, must be deposited at the registered office of the Company at least five days before the general meeting of shareholders.

All shareholders and shareholders' representatives must sign the attendance register drawn up by the Board of Directors before entering the general meeting of shareholders.

The Board of Directors may set other conditions (e.g. the blocking of shares held in a securities account by the shareholder, presentation of a certificate of blocking, presentation of power of attorney), which are to be filled out by the shareholders in order to participate in the general meetings.

The general meeting of shareholders shall deliberate on all matters specified by the Law of 10 August 1915 and the Law of 17 December 2010; resolutions shall be passed in the forms and with the quorum and majorities specified in the aforementioned laws. Unless otherwise stated in the aforementioned laws or these Articles of Association, the resolutions voted on by a properly convened general meeting of shareholders shall be passed on the basis of a simple majority of shareholders present and votes cast.

Each share carries entitlement to one vote. Fractions of shares are not entitled to vote.

Matters that affect the Investment Company as a whole shall be voted on jointly by all shareholders. However, separate votes shall be cast on matters that only affect one or several sub-fund(s) or one or several share class(es).

Article 20 Chairman, teller, secretary

1. The general meeting of shareholders will be chaired by the Chairman of the Board of Directors or, in the event of his absence, by a chairman to be appointed by the general meeting of shareholders.
2. The chairman shall appoint a secretary for the meeting, who does not necessarily have to be a shareholder, and the general meeting of shareholders shall appoint a teller from amongst the shareholders and shareholders' representatives present at the meeting.
3. The minutes of the general meeting of shareholders will be signed by the chairman, the teller and the secretary of each general meeting of shareholders, as well as by the shareholders who so request.
4. Copies and extracts that are to be drawn up by the Investment Company shall be signed by the Chairman of the Board of Directors or by two members of the Board of Directors.

VI. Board of Directors

Article 21 Membership

1. The Board of Directors has at least three members who shall be appointed by the general meeting of shareholders and do not have to be shareholders in the Investment Company.

The general meeting of shareholders may only appoint as a new member of the Board of Directors a person who has not previously been a member of the Board of Directors if:

- a) this person has been proposed by the Board of Directors, or
 - b) a shareholder who is fully entitled to vote at the general meeting of shareholders convened by the Board of Directors informs the Chairman – or if this is impossible another member of the Board of Directors - in writing not less than six and not more than thirty days before the scheduled date of the general meeting of shareholders of his intention to put forward a person other than himself for election or reconsideration, together with written confirmation from this person that he wishes to be put forward for election; however, the chairman of the general meeting of shareholders, provided he receives the unanimous consent of all shareholders present at the meeting, may declare the waiving of the requirement for the aforementioned written notice and resolve that this nominated person should be put forward for election.
2. The general meeting of shareholders shall determine the number of members of the Board of Directors, as well as their term of office. A term of office may not exceed a period of six years. Members of the Board of Directors may be re-elected.
 3. If a member of the Board of Directors leaves before the end of his term of office, the remaining members of the Board of Directors appointed by the general meeting may appoint a temporary successor until the next general meeting (co-option). The successor appointed in this manner shall complete the term of office of his predecessor and is entitled, along with all other members of the Board of Directors, to appoint, by way of co-option, temporary successors to other members leaving the Board of Directors.
 4. The members of the Board of Directors may be dismissed at any time by the general meeting of shareholders.

Article 22 Authorisations

The Board of Directors is authorised to carry out all transactions that are necessary or beneficial for the fulfilment of the Company's purpose. The Board of Directors is responsible for all matters concerning the Investment Company unless specified in the Law of 10 August 1915 or these Articles of Association that such matters are restricted to the general meeting of shareholders.

The Board of Directors may transfer the day-to-day management of the Investment Company to natural or legal persons who do not need to be members of the Board of Directors and pay them

fees and commissions for their activities. The transfer of duties to third parties shall in all cases be subject to the supervision of the Board of Directors.

In addition, the Board of Directors is permitted to appoint an investment manager, an investment adviser and an investment committee to the sub-fund and to establish the authorisations thereof.

The Board of Directors is also authorised to pay interim dividends.

Article 23 Internal organisation of the Board of Directors

The Board of Directors shall appoint a chairman from among its members.

The Chairman of the Board of Directors is responsible for chairing the meetings of the Board of Directors; in his absence the Board of Directors shall appoint another member of the Board of Directors to chair these meetings.

The Chairman may appoint a secretary, who does not necessarily need to be a member of the Board of Directors and who shall be responsible for the recording of the minutes of meetings of the Board of Directors and the general meeting of shareholders.

The Board of Directors is authorised to appoint the Management Company, Investment Manager, investment adviser and investment committees for the respective sub-funds and to determine the authorities of these parties.

Article 24 Frequency and convening of meetings

The Board of Directors shall meet at the invitation of the Chairman or of two members of the Board of Directors at the place specified in the notice convening the meeting; the Board of Directors shall meet as often as the interests of the Investment Company require but at least once a year.

The members of the Board of Directors will be notified in writing of the convening of the meeting at least 48 (forty-eight) hours before the meeting unless it not possible to follow the aforementioned notice period due to the urgency of the situation. In this case, details of and the reasons for the urgency are to be stated in the notice of meeting.

A letter of invitation is not required if the members of the Board of Directors do not raise an objection when attending the meeting against the form of the invitation or give written agreement by letter, fax or email. Objections to the form of the invitation can only be raised in person at the meeting.

It is not necessary to send a specific invitation if this meeting is to take place at a location and time already specified in a resolution passed by the Board of Directors.

Article 25 Meetings of the Board of Directors

A member of the Board of Directors may participate in any meetings of the Board of Directors by appointing another member of the Board of Directors as his representative in writing, i.e. by way of letter or fax.

Furthermore any member of the Board of Directors may take part in a meeting of the Board of Directors through a telephone conferencing facility or similar communications method which allows all participants at the meeting of the Board of Directors to hear each other. This form of participation is equivalent to personal attendance at the meeting of the Board of Directors.

The Board of Directors shall only have a quorum if at least half of the members of the Board of Directors are present or represented at the meeting. Resolutions shall be passed by a simple majority of votes cast by the members of the Board of Directors present or represented. In the event of a tied vote, the vote of the Chairman of the meeting shall be decisive.

The members of the Board of Directors may only pass resolutions during the course of meetings of the Board of Directors that have been properly convened; excepted from this regulation are resolutions passed by way of a written procedure.

The members of the Board of Directors may also pass resolutions by way of a written procedure, provided all members agree on the passing of the resolution. Resolutions that are passed by way of a written procedure and that are signed by all members of the Board of Directors are equally valid and enforceable as resolutions passed during a meeting of the Board of Directors that has been properly convened. The signatures of the members of the Board of Directors may be obtained collectively on one single document or individually on several copies of the same document and may be submitted by letter or fax.

The Board of Directors may delegate its authority and obligations for the day-to-day administration of the Investment Company to natural persons and/or legal entities that are not members of the Board of Directors and pay these persons and/or entities the fees or commissions set out in Article 36 in return for the performance of these duties.

Article 26 Minutes

The resolutions passed by the Board of Directors will be documented in minutes that are entered in the register kept for this purpose and signed by the Chairman of the meeting and the secretary.

Copies and extracts from these minutes shall be signed by the Chairman of the Board of Directors or by two members of the Board of Directors.

Article 27 Authorised signatories

The Investment Company will be legally bound by the signatures of two members of the Board of Directors. The Board of Directors may empower one or several member(s) of the Board of Directors to represent the Investment Company by way of a sole signature. Furthermore, the Board of Directors may authorise other legal entities or natural persons to represent the Investment Com-

pany either through a sole signature or jointly with one member of the Board of Directors or another legal entity or natural person authorised by the Board of Directors.

Article 28 Incompatibilities and personal interest

No agreement, settlement or other transaction made between the Investment Company and another company will be influenced or invalidated as a result of the fact that one or several members of the Board of Directors, directors, managers or authorised agents of the Investment Company have any interests or participations in any other company or by the fact that such persons are members of the Board of Directors, shareholders, directors, managers, authorised agents or employees of other companies.

A member of the Board of Directors, director, manager or authorised agent of the Investment Company who is simultaneously a member of the Board of Directors, director, manager, authorised agent or employee of another company with which the Investment Company has agreements or has business relations of another kind will not lose the entitlement to advise, vote and negotiate matters concerning such agreements or other business relations.

However, in the event that a member of the Board of Directors, director or authorised agent has a personal interest in any matters of the Investment Company, this member of the Board of Directors, director or authorised agent of the Investment Company must inform the Board of Directors of this personal interest and this person may no longer advise, vote and negotiate matters connected with this personal interest. A report on this matter and on the personal interest of the member of the Board of Directors, director or authorised agent must be presented to the next general meeting of shareholders.

The term "personal interest", as used in the previous paragraph, does not apply to business relations and interests that come into being solely as a result of legal transactions between the Investment Company on one hand, and the Investment Manager, the Central Administration Agent, the Relevant Agent, (or a company directly or indirectly affiliated) or any other company appointed by the Investment Company on the other hand.

The above conditions are not applicable in cases in which the Depositary Bank is party to such an agreement, settlement or other legal transaction. Managing directors, authorised signatories and the holders of the commercial mandates for the company-wide operations of the Depositary Bank may not be appointed as an employee of the Investment Company in a day-to-day management role. Managing directors, authorised representatives and the holders of the commercial mandates for the company-wide operations of the Investment Company may not be appointed as an employee of the Depositary Bank in a day-to-day management role.

Article 29 Indemnification

The Investment Company shall be obliged to hold harmless all members of the Board of Directors, directors, managers, investment manager or authorised agents, their heirs, executors and administrators against all lawsuits, claims and liability of all kinds, provided the affected parties have properly fulfilled their duties. Furthermore, the Investment Company shall reimburse the afore-

mentioned parties all costs, expenses and liabilities incurred as a result of any such lawsuits, legal proceedings, claims and liability.

The right to compensation shall not exclude other rights that a member of the Board of Directors, director, manager or authorised agent may have.

The Investment Company shall also be obliged to hold harmless the Investment Manager (including its directors, officers and employees) and the Management Company, against all lawsuits, claims and liability of all kinds, which may be made against each of them in connection with their services, provided the affected parties have properly fulfilled their duties, and the loss or claim is not caused by or arising from fraud, lack of good faith, negligence or wilful intent in the performance or non-performance of their duties or the material breach of applicable laws. The Investment Company shall reimburse the aforementioned parties all costs, expenses and liabilities incurred as a result of any such lawsuits, legal proceedings, claims and liability.

For the avoidance of doubt, in no event shall the Investment Company be required to indemnify the Investment Manager or the Management Company in respect of any indirect or consequential losses.

Article 30 Management Company

The Board of Directors may appoint a Management Company, which shall be solely responsible for asset management, administration and the distribution of the shares of the Investment Company.

The Management Company is responsible for the management and administration of the Investment Company. Acting on behalf of the Investment Company, it may take all management and administrative measures and exercise all rights directly or indirectly connected with the assets of the Investment Company or the sub-funds, in particular to delegate its duties to qualified third parties in whole or in part at its own cost; it also has the right to obtain advice from third parties, particularly from various investment advisers and/or an investment committee at its own cost and responsibility.

The Management Company carries out its obligations with the care of a paid authorised agent (*mandataire salarié*).

Insofar as the Management Company contracts a third party to manage assets, it may only appoint a company that is admitted or registered to engage in asset management and is subject to oversight.

Investment decisions, the placement of orders and the selection of brokers are the sole responsibility of the Management Company, provided no Investment Manager has been appointed to manage the assets.

The Management Company is entitled, at its own responsibility and control, to authorise a third party to place orders.

The delegation of duties must not impair the effectiveness of supervision by the Management Company in any way. In particular, the delegation of duties must not obstruct the Management

Company from acting in the interests of the shareholders and ensuring that the Investment Company is managed in the best interests of the shareholders.

Article 31 Investment Manager

If the Investment Company makes use of Article 30 (1) and the Management Company transfers the investment manager role to a third party, it is the duty of such investment manager, in particular, to implement the day-to-day investment policy of the respective sub-fund's assets and to manage the day-to-day transactions connected with asset management as well as other related services under the supervision, responsibility and control of the Management Company. This role is performed subject to the investment policy principles and the investment restrictions of the respective sub-fund as described in these Articles of Association and the Sales Prospectus (plus Annexes) of the Investment Company and to the legal investment restrictions.

The Investment Manager must be licensed for the administration of assets and must be subject to proper supervision in its country of residence.

The Investment Manager is authorised to select brokers and traders to carry out transactions using the assets of the Investment Company or its sub-funds. The Investment Manager is also responsible for investment decisions and the placing of orders.

The Investment Manager has the right to obtain advice from third parties, particularly from various investment advisers, at its own cost and on its own responsibility.

The Investment Manager is authorised, with the prior consent of the Management Company, not to be unreasonably withheld, to transfer some or all of its duties and obligations to a third party, whose remuneration shall be paid by the Investment Manager.

The Investment Manager bears all expenses incurred in connection with the services it performs on behalf of the Investment Company. Broker commissions, transaction fees and other transaction related costs arising in connection with the purchase and sale of assets are borne by the relevant sub-fund.

VII. Auditors

Article 32 Auditors

An auditing company or one or several auditors are to be appointed to audit the annual accounts of the Investment Company; this auditing company or this/these auditor(s) must be approved in the Grand Duchy of Luxembourg and is/are to be appointed by the general meeting of shareholders.

The auditor(s) may be appointed for a term of up to six years and may be dismissed at any time by the general meeting of shareholders.

VIII. General and final provisions

Article 33 Use of income

1. The Board of Directors may decide either to pay out income generated by a sub-fund to the shareholders of this sub-fund or to reinvest the income in the respective sub-fund. Details for each sub-fund are specified in the respective Annexes to this Sales Prospectus.
2. Ordinary net income and realised price gains may be distributed. Furthermore, unrealised price gains, other assets and, in exceptional cases, equity interests may also be paid out as distributions, provided that the net assets of the company do not, as a result of the distribution, fall below the minimum capital pursuant to Article 10 of these Articles of Association.
3. Distributions will be paid out on the basis of the shares issued on the date of distribution. Distributions may be paid out wholly or partly in the form of bonus shares. Any fractions remaining may be paid in cash. Income not claimed five years after publication of notification of a distribution shall be forfeited in favour of the respective sub-fund.
4. Distributions to holders of registered shares will be paid out via the reinvestment of the distribution amount in favour of the holders of registered shares. If this is not required, the holder of registered shares may submit an application to the Relevant Agent, within 10 days of the receipt of the notification of the distribution, for the payment of the distribution to the account that he specifies. Distributions to the holders of bearer shares shall be made in the same manner as the payment of the redemption price to holders of bearer shares.
5. Distributions declared but not paid on bearer shares entitled to distributions may no longer be claimed by the shareholders of such shares after a period of five years from the payment declaration, and shall be credited to the relevant sub-fund. No interest will be payable on distributions from the time of maturity.

Article 34 Reports

An audited annual report and a half-yearly report will be created for the Investment Company in accordance with legal provisions in Luxembourg.

1. No later than four months after the end of each financial year, the Board of Directors shall publish an audited annual report in accordance with the regulations applicable in the Grand Duchy of Luxembourg.
2. Two months after the end of the first half of each financial year, the Board of Directors shall publish an unaudited semi-annual report.
3. Provided this is necessary for an entitlement to trade in other countries, additional audited and unaudited interim reports may also be drawn up.

Article 35 Costs

Each sub-fund shall bear the following costs, provided they arise in connection with its assets:

1. The Management Company receives a fee payable from the net sub-fund assets for the management of the relevant sub-fund. Details of the amount, calculation and payment terms of this remuneration are also specified for each sub-fund in the respective Annex to the Sales Prospectus. VAT can be added to the remuneration.

In addition, the Management Company or, if applicable, the investment adviser(s)/investment manager(s) may also receive a performance fee from the assets of the respective sub-fund. The percentage amount, calculation and payment terms for each sub-fund are specified in the relevant Annexes to the Sales Prospectus.

2. If an investment adviser is contracted, this investment adviser may receive a fixed and/or performance-related fee, payable from the Management Company fee or from the assets of the respective sub-fund. Details of the maximum permissible amount, the calculation and the payment terms of this remuneration are specified for each sub-fund in the respective Annexes to this Sales Prospectus. VAT can be added to the fee.
3. If an Investment Manager is contracted, this investment adviser may receive a fee payable from the Management Company fee or from the assets of the respective sub-fund. Details of the maximum permissible amount, the calculation and the payment of this remuneration are specified for each sub-fund in the respective Annexes to this Sales Prospectus. VAT can be added to the remuneration.
4. In return for the performance of their duties, the Depositary Bank and the Central Administration Agent each receives fees as specified in the relevant Annexes to the Sales Prospectus. VAT can be added to the remuneration.
5. Pursuant to the Relevant Agent Agreement, in return for the performance of its duties the Relevant Agent receives fees as specified in the relevant Annexes to the Sales Prospectus. VAT can be added to the remuneration.
6. If a sales agent was contractually required, this sales agent may receive a fee payable from the relevant sub-fund assets; details on the maximum permissible amount, the calculation and the payment thereof are specified for each sub-fund in the respective Annexes to this Sales Prospectus. VAT can be added to the fee as necessary.
7. In addition to the aforementioned costs, the sub-fund shall bear the following costs, provided they arise in connection with its assets:
 - a) costs incurred in relation to the acquisition, holding and disposal of assets, in particular customary bank charges for securities transactions and transactions involving other assets and rights of the Investment Company and/or sub-fund and the safeguarding of such assets and rights, as well as customary bank charges for the safeguarding of foreign investment units abroad;

- b) all external administration and custody fees, which are charged by other correspondent banks and/or clearing agencies (e.g. Clearstream Banking S.A.) for the assets of each sub-fund, as well as all foreign settlement, dispatch and insurance fees that are incurred in connection with the securities transactions of each sub-fund in units of other UCITS or UCI;
- c) the transaction costs for the issue and redemption of bearer shares;
- d) the expenses and other costs incurred by the Depositary Bank, the Relevant Agent and the Central Administration Agent in connection with the sub-fund assets and due to the necessary usage of third parties are reimbursed;
- e) taxes levied on the Investment Company's or the sub-fund's assets, income and expenses that are charged to the respective sub-fund;
- f) costs of legal advice incurred by the Investment Company, the Management Company (where appointed) or the Depositary Bank, if incurred in the interests of the shareholders of the respective sub-fund;
- g) costs of the auditors of the Investment Company;
- h) costs for the creation, preparation, storage, publication, printing and dispatch of all documents required by the Investment Company, in particular share certificates and coupon renewal sheets, the "Key Investor Information Document" the Sales Prospectus (plus Annex), the annual reports and semi-annual reports, the schedule of assets, the notifications to the shareholders, the notices of convening of meetings, sales notifications and/or applications for approval in the countries in which shares in the Investment Company or sub-funds are sold, correspondence with the respective supervisory authorities.
- i) the administrative fees payable for the Investment Company and/or sub-funds to all relevant authorities, in particular the administrative fees of the Luxembourg and other supervisory authorities and also the fees for the filing of documents of the Investment Company.
- j) costs in connection with any admissions to listing on stock exchanges;
- k) advertising costs and costs incurred directly in connection with the offer and sale of shares;
- l) insurance costs including Directors' and Officers' insurance;
- m) remuneration, expenses and other costs of foreign paying agents, the sales agents and other agents that must be appointed abroad, that are incurred in connection with the sub-fund assets;
- n) interest connected with loans taken out in accordance with Article 4 of these Articles of Association;
- o) expenses of a possible investment committee;
- p) any duties and expenditures of the Board of Directors;

- q) costs connected with the formation of the Investment Company and/or the individual sub-funds and the initial issue of shares;
- r) further management costs including associations' costs;
- s) costs of ascertaining the split of the investment result into its success factors (known as performance attribution);
- t) costs for credit rating of the Investment Company and/or sub-funds by nationally and internationally recognised rating agencies.

All costs will be charged first against each sub-fund's ordinary income and capital gains and then against the sub-fund assets.

Costs incurred for the founding of the Investment Company and the initial issue of shares will be amortised over the first five financial years against the assets of the sub-funds existing at the time of formation. The set-up costs and the aforementioned costs that are not directly attributable to a specific sub-fund shall be allocated to the respective sub-fund assets on a pro rata basis. Costs incurred as a result of the launching of additional sub-funds will be amortised over a period of a maximum of five financial years after launch against of the assets of the sub-fund to which these costs can be attributed.

All the aforementioned costs, fees and expenses shall be subject to VAT as applicable.

Article 36 Financial year

The Investment Company's financial year begins on 1 January and ends on 31 December of each year.

Article 37 Depositary Bank

1. The Investment Company shall ensure that a sole Depositary is appointed. The appointment of the Depositary is agreed in writing in the Depositary Agreement. DZ PRIVATBANK S.A., which was appointed by the Management Company as Depositary for the Investment Company, is a public limited company (Aktiengesellschaft) pursuant to the law of the Grand Duchy of Luxembourg, with its registered office at 4, rue Thomas Edison, L-1445 Strassen, Luxembourg, which carries out banking activities. The rights and obligations of the Depositary are governed by the Law of 17 December 2010, the applicable regulations, the Depositary Agreement, these Articles of Association and the Sales Prospectus (including Annexes).
2. The Depositary shall
 - (a) ensure that the sale, issue, repurchase, redemption and cancellation of shares of the Investment Company are carried out in accordance with the applicable statutory provisions and the procedure set out in the Articles of Association;

- b) ensure that the Investment Company's net asset value per share is calculated in accordance with the applicable statutory provisions and the procedure set out in the Articles of Association;
 - c) carry out the instructions of the Management Company, unless they conflict with the applicable statutory provisions or the Articles of Association;
 - d) ensure that in transactions involving the assets of the Fund any consideration is remitted to the Fund within the usual time limits;
 - e) ensure that Fund income is applied in accordance with the applicable statutory provisions and the procedure set out in the Articles of Association.
3. The Depositary shall ensure that the cash flows of the Fund are properly monitored, and, in particular, that all payments made by, or on behalf of, shareholders upon the subscription of shares of the Investment Company have been received, and that all of the cash of the Fund has been booked in cash accounts that are:
- (a) are opened in the name of the Fund, of the Management Company acting on behalf of the Fund, or of the Depositary acting on behalf of the Fund;
 - (b) are opened at an entity referred to in points (a), (b) and (c) of Article 18(1) of Commission Directive 2006/73/EC of 10 August 2006 implementing Directive 2004/39/EC of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive ("Directive 2006/73/EC") and
 - (c) maintained in accordance with the principles set out in Article 16 of Directive 2006/73/EC.

Where the cash accounts are opened in the name of the Depositary acting on behalf of the Fund, no cash of the entity referred to in point 3(b) and none of the own cash of the depositary shall be booked on such accounts.

4. The assets of the Fund shall be entrusted to the depositary for safekeeping as follows:
- (a) for financial instruments that may be held in custody, the Depositary shall:
 - i. the Depositary shall hold in custody all financial instruments that may be registered in a financial instruments account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary;
 - ii. ensure that all financial instruments that can be registered in a financial instruments account opened in the Depositary's books are registered in the Depositary's books within segregated accounts in accordance with the principles set out in Article 16 of Directive 2006/73/EC, opened in the name of the UCITS or the manage-

ment company acting on behalf of the Fund, so that they can be clearly identified as belonging to the Fund in accordance with the applicable law at all times.

- b) For other assets, the Depositary shall:
- i. verify the ownership by the Fund, or by the Management Company acting on behalf of the Fund, of such assets by assessing whether the Fund or the Management Company acting on behalf of the Fund holds the ownership based on information or documents provided by the Fund or by the Management Company and, where available, on external evidence;
 - ii. maintain a record of those assets for which it is satisfied that the Fund or the management company acting on behalf of the Fund holds the ownership and keep that record up to date.
5. The Depositary shall provide the Management Company, on a regular basis, with a comprehensive inventory of all of the assets of the Fund.
6. The assets held in custody by the Depositary shall not be reused by the Depositary, or by any third party to which the custody function has been delegated, for their own account. Reuse comprises any transaction of assets held in custody including, but not limited to, transferring, pledging, selling and lending.

The assets held in custody by the Depositary are allowed to be reused only where:

- (a) the reuse of the assets is executed for the account of the Fund,
- (b) the Depositary is carrying out the instructions of the Management Company on behalf of the UCITS,
- (c) the reuse is for the benefit of the Fund and in the interest of the unitholders; and
- (d) the transaction is covered by high-quality and liquid collateral received by the Fund under a title transfer arrangement.

The market value of the collateral shall, at all times, amount to at least the market value of the reused assets plus a premium.

4. In the event of insolvency of the Depositary to which custody of fund assets has been delegated, the assets of a Fund held in custody are unavailable for distribution among, or realisation for the benefit of, creditors of such a Depositary.
5. The Depositary may delegate its depositary duties under point 4 above to another company (sub-depositary) in accordance with the statutory provisions. Sub-depositaries may, in turn, delegate the depositary duties transferred to them in accordance with the statutory provisions. The Depositary may not transfer the duties described in points 2 and 3 above to third parties.

6. In carrying out its functions, the Depositary shall act honestly, fairly, professionally, independently and solely in the interests of the Fund and the shareholders of the Fund.
7. No company shall act as both Management Company and Depositary.
8. The Depositary shall not carry out activities with regard to the Fund or the management company acting on behalf of the Fund that may create conflicts of interest between the Fund, the shareholders in the Fund, the Management Company, the delegates of the Depositary and itself. This does not apply if the Depositary has functionally and hierarchically separated the performance of its depositary tasks from its other potentially conflicting tasks, and the potential conflicts of interest are properly identified, managed, monitored and disclosed to the shareholders of the Fund.
9. The Depositary shall be liable vis-à-vis the Fund and its unitholders for the loss by the Depositary or a third party to which the custody of financial instruments has been delegated.

In the case of a loss of a financial instrument held in custody, the Depositary shall return a financial instrument of an identical type or a corresponding amount to the Fund or the Management Company acting on behalf of the Fund without undue delay. In accordance with the Law of 17 December 2010 and the applicable regulations, the Depositary shall not be liable if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The Depositary is also liable to the Fund, and to the shareholders of the Fund, for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its statutory obligations.

The liability of the Depositary shall not be affected by any delegation as referred to in point 8.

Shareholders in the Fund may invoke the liability of the Depositary directly or indirectly through the Management Company provided that this does not lead to a duplication of redress or to unequal treatment of the shareholders.

Article 38 Amendment of the Articles of Association

These Articles of Association may be amended or supplemented at any time at the decision of the shareholders provided the conditions concerning amendments to the Articles of Association under the Law of 10 August 1915 are met.

Article 39 General

With regard to any points which are not set forth in these Articles of Association, reference is made to the provisions of the Law of 10 August 1915 and the Law of 17 December 2010.

Information for investors outside the Grand Duchy of Luxembourg

Additional information for investors in the Federal Republic of Germany

Paying and information agent

DZ BANK AG

Deutsche Zentralgenossenschaftsbank,
Frankfurt am Main
Platz der Republik
D-60265 Frankfurt am Main

Applications for subscription, redemption and exchange can also be submitted to the aforementioned paying agent.

Information, particularly investor announcements, but also redemption and issue prices, are published on the Management Company's website (www.ipconcept.com). The issue and redemption prices can also be obtained free of charge from the aforementioned paying agent and information agent.

In addition, shareholders in the Federal Republic of Germany shall be informed in the following cases by means of a permanent data carrier:

- Suspension of fund share redemption
- Termination of fund management or settlement
- Changes to the management regulations if these diverge from investment principles in force hitherto, impinge upon investors' essential rights or affect remuneration and expenditure reimbursement liable to be deducted from the fund's assets
- Merging of the fund with one or several other funds
- Conversion of the fund to a feeder fund or conversion of a master fund

The Sales Prospectus (plus Annex), the Articles of Association, the Key Investor Information Document and the annual and semi-annual reports of the Fund are available free of charge for inspection from the Management Company's registered office, Depositary, Luxembourg paying agent, German paying and information agent, and from the Sales and Information Agent, or are available free of charge in paper form. Furthermore, the Management Company's Articles of Association, the Depositary Agreement, the Central Administration Agent Agreement and the Registrar and Transfer Agent Agreement are available for inspection free of charge at the premises of the Management Company, the paying agents, the sales agent and the information agents.

Revocation rights pursuant to Section 305 of the Capital Investment Code

If the buyer of shares in an open investment fund has decided to make a statement of intent concerning purchase through oral negotiations outside the permanent offices of whoever is selling the shares or has arranged the sale, he shall only be bound by that statement if he does not revoke it in text format within two weeks with respect to the Management Company or a representative as defined in Section 319 of the Capital Investment Code. This shall also be the case if the seller of shares or the sale arranger has no permanent offices. Article 312g paragraph 2 clause 1 no. 8 of the German Civil Code applies accordingly to long-distance transactions.

To comply with the time requirement, prompt despatch of the cancellation notice shall suffice. The time limit for revocation commences only when the copy of the application to conclude a contract has been handed to the purchaser or he has been sent a bought note, and the copy or invoice contains directions on the right of revocation which are in compliance with the requirements of Article 246 paragraph 3 clause 2 and 3 BGBEG. If the beginning of the period as defined in Section 305 paragraph 2 clause 2 of the Capital Investment Code is disputed, the seller shall bear the burden of proof.

There shall be no right of revocation if the seller proves that

1. the buyer is not a consumer as defined in Section 13 of the German Civil Code, or
2. the vendor made contact with the purchaser for the negotiations which led to the sale of the units because of a previous order in accordance with Section 55(1) of the Trade Act (Gewerbeordnung).

If revocation occurs and the buyer has already made payments, the Management Company is obliged to reimburse the buyer, step by step if need be, against a return transfer of the shares acquired, for the costs paid as well as a sum corresponding to the value of the shares paid for as on the day following the receipt of the statement of revocation.

There can be no waiver of the right of revocation.

Additional information for investors in Austria

This Annex contains additional information for Austrian investors concerning "BAKERSTEEL GLOBAL FUNDS SICAV" (the "Fund"). The Annex forms part of the prospectus and should be read in conjunction with the prospectus and the Annexes to the prospectus of the Fund of 31 March 2017 (the "Prospectus"). Unless indicated otherwise, all the defined concepts have the same meaning in this Annex as in the Prospectus.

The Management Company intends to publicly market units of the Fund in Austria, has notified this intention to the Financial Market Authority, and is authorised to do so from the date of completion of the notification procedure.

Austrian paying agent

ERSTE BANK DER OESTERREICHISCHEN SPARKASSEN AG, Am Belvedere 1, 1100 Vienna, (the "Austrian Paying Agent") has been appointed by the Management Company as its Paying and Information Agent in Austria.

Orders for the redemption of units may be made to the Austrian Paying Agent, and payments to unit owners as well as redemptions of units may be effected through the Austrian Paying Agent.

The Prospectus, the "Key Investor Information Document", the Articles of Association, the latest annual report, and if published since, the latest semi-annual report, may be obtained from the Paying Agent at the above address.

Issue and redemption prices of the Fund's units shall be published daily on www.ipconcept.com and are also available from the Paying Agent and the Management Company IPConcept (Luxembourg) S.A. 4, rue Thomas Edison, L-1445 Luxembourg-Strassen.

Information, particularly investor announcements, is also published on the Management Company's website (www.ipconcept.com).

Notices to investors may also be viewed on the website of the Austrian Paying Agent.

www.sparkasse.at/erstebank/Privatkunden/Produkte/Veranlagen/Fonds/Anlegerinformationen-Servicestellen

Taxation

Please note that taxation under Austrian law could differ materially from the tax situation as described in this Prospectus. Shareholders and interested persons should consult their tax adviser regarding the taxes due on their units.