

**BESTINVER TORDESILLAS SICAV**

*Société d'investissement à capital variable*

**PROSPECTUS**

**22 July 2025**

## CONTENTS

IMPORTANT INFORMATION.....	6
MANAGEMENT AND ADMINISTRATION.....	10
PART A – GENERAL SECTION.....	12
DEFINITIONS .....	13
1. THE COMPANY.....	20
2. SHARES.....	21
3. SUB-FUNDS AND CLASSES .....	22
4. INVESTMENT RESTRICTIONS.....	23
5. ELIGIBLE INVESTMENTS.....	23
6. CO-MANAGEMENT AND POOLING .....	34
7. RISK FACTORS .....	35
8. CONFLICTS OF INTEREST AND RESOLUTION OF CONFLICT .....	53
9. SUBSCRIPTION OF SHARES.....	54
10. REDEMPTION OF SHARES .....	58
11. CONVERSION OF SHARES .....	59
12. TRANSFER OF SHARES .....	60
13. MARKET TIMING AND LATE TRADING .....	61
14. MANAGEMENT OF THE COMPANY.....	61
15. COMPOSITION OF THE BOARD .....	62
16. MANAGEMENT COMPANY.....	62
17. INVESTMENT MANAGER.....	64
18. DEPOSITARY .....	64
19. UCI ADMINISTRATIVE AGENT, REGISTRAR AND TRANSFER AGENT .....	67
20. DOMICILIARY AND LISTING AGENT.....	68
21. DISTRIBUTORS AND NOMINEES .....	68

22.	PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING .....	69
23.	FEES, COMPENSATION AND EXPENSES .....	69
24.	DIVIDENDS .....	72
25.	TAX ASPECTS .....	72
26.	CALCULATION OF THE NET ASSET VALUE.....	74
27.	SUSPENSION OF DETERMINATION OF THE NET ASSET VALUE, ISSUE, REDEMPTION AND CONVERSION OF SHARES .....	77
28.	GENERAL INFORMATION.....	78
29.	LIQUIDATION AND MERGER OF SUB-FUNDS OR CLASSES .....	79
30.	TRANSPARENCY OF SECURITIES FINANCING TRANSACTIONS AND OF REUSE (SFTR).....	83
31.	EU BENCHMARK REGULATION.....	86
32.	SUSTAINABILITY-RELATED DISCLOSURES .....	86
	PART B – SPECIAL SECTIONS .....	89
	SPECIAL SECTION 1 .....	89
	BESTINVER TORDESILLAS SICAV – IBERIA .....	89
1.	INVESTMENT POLICY .....	89
2.	REFERENCE CURRENCY.....	91
3.	TERM OF THE SUB-FUND .....	91
4.	VALUATION DAY .....	91
5.	CLASSES OF SHARES AVAILABLE.....	91
6.	SUBSCRIPTION.....	92
7.	REDEMPTION .....	92
8.	CONVERSION .....	92
9.	REMUNERATION OF THE INVESTMENT MANAGER.....	93
10.	RISK MANAGEMENT .....	94
11.	PROFILE OF THE TYPICAL INVESTOR.....	94

SPECIAL SECTION 2 .....	96
BESTINVER TORDESILLAS SICAV – IBERIA LONG-SHORT .....	96
1. INVESTMENT POLICY .....	96
2. REFERENCE CURRENCY .....	98
3. TERM OF THE SUB-FUND .....	98
4. VALUATION DAY .....	98
5. CLASSES OF SHARES AVAILABLE .....	98
6. SUBSCRIPTION .....	99
7. REDEMPTION .....	100
8. CONVERSION .....	100
9. REMUNERATION OF THE INVESTMENT MANAGER .....	100
10. RISK MANAGEMENT .....	101
11. PROFILE OF THE TYPICAL INVESTOR .....	101
SPECIAL SECTION 3 .....	102
BESTINVER TORDESILLAS SICAV – EUROPEAN FINANCIAL OPPORTUNITIES .....	102
1. INVESTMENT POLICY .....	102
2. REFERENCE CURRENCY .....	104
3. TERM OF THE SUB-FUND .....	104
4. VALUATION DAY .....	104
5. CLASSES OF SHARES AVAILABLE .....	105
6. SUBSCRIPTION .....	105
7. REDEMPTION .....	106
8. CONVERSION .....	106
9. REMUNERATION OF THE INVESTMENT MANAGER .....	106
10. RISK MANAGEMENT .....	107
11. PROFILE OF THE TYPICAL INVESTOR .....	107

SPECIAL SECTION 4 .....	108
BESTINVER TORDESILLAS SICAV – MEGATRENDS .....	108
1. INVESTMENT POLICY .....	108
2. REFERENCE CURRENCY .....	111
3. TERM OF THE SUB-FUND .....	111
4. VALUATION DAY .....	111
5. CLASSES OF SHARES AVAILABLE .....	111
6. SUBSCRIPTION .....	112
7. REDEMPTION .....	112
8. CONVERSION .....	113
9. REMUNERATION OF THE INVESTMENT MANAGER .....	113
10. RISK MANAGEMENT .....	115
11. PROFILE OF THE TYPICAL INVESTOR .....	115
PART C .....	116

## IMPORTANT INFORMATION

### General

Shares in the Company are offered on the basis of the information and the representations contained in the current Prospectus accompanied by the KIID(s), the latest annual report and semi-annual report, if published after the latest annual report, as well as the documents mentioned herein which may be inspected by the public at the registered office of the Company.

Investors must also refer to the relevant Special Sections attached to the Prospectus. Each Special Section sets out the specific objectives, policy and other features of the relevant Sub-Fund to which the Special Section relates as well as risk factors and other information specific to the relevant Sub-Fund.

No person has been authorised to issue any advertisement or to give any information, or to make any representations in connection with the offering, placing, subscription, sale, switching or redemption of shares other than those contained in this Prospectus and the KIID(s) and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Company or the Depositary or the UCI Administrative Agent. Neither the delivery of this Prospectus or of the KIID(s) nor the offer, placement, subscription or issue of any of the shares shall under any circumstances create any implication or constitute a representation that the information given in this Prospectus and in the KIID(s) is correct as of any time subsequent to the date hereof.

The members of the Board, whose name appear under the Section "Management and Administration", accept joint responsibility for the information and statements contained in this Prospectus and in the KIID(s) issued for each Sub-Fund. They have taken all reasonable care to ensure that the information contained in this Prospectus and in the KIID(s) is, to the best of their knowledge and belief, true and accurate in all material respects and that there are no other material facts the omission of which makes misleading any statement herein, whether of fact or opinion at the date indicated on this Prospectus.

Investors may, subject to applicable law, invest in any Sub-Fund offered by the Company. Shareholders should choose the Sub-Fund that best suits their specific risk and return expectations as well as their diversification needs and are encouraged to seek independent advice in that regard. A separate pool of assets will be maintained for each Sub-Fund and will be invested in accordance with the investment policy applicable to the relevant Sub-Fund in seeking to achieve its investment objective. The Net Asset Value and the performance of the Shares of the different Sub-Fund and Classes thereof are expected to differ. It should be remembered that the price of Shares and the income (if any) from them may fall as well as rise and there is no guarantee or assurance that the stated investment objective of a Sub-Fund will be achieved.

An investment in the Company involves investment risks including those set out herein under the Section "Risk factors". In addition, investors should refer to the Section "Specific risk factors" of the Special Section of the relevant Sub-Fund in order to assess – and inform themselves on – the risks associated with an investment in such specific Sub-Fund.

The Company is allowed to invest in Financial Derivative Instruments. While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. A more detailed description of the risks relating to the use of derivatives may be found under the Section "Risk factors" below.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Prospectus, the Special Sections and the Articles.

## Definitions

Unless the context otherwise requires, or as otherwise provided in this Prospectus, capitalised words and expressions shall bear the respective meanings ascribed thereto under the Section "Definitions".

## Selling Restrictions

The distribution of this Prospectus and the offering or purchase of Shares is restricted in certain jurisdictions. This Prospectus and the KIID(s) do not constitute an offer of or invitation or solicitation to subscribe for or acquire any Shares in any jurisdiction in which such offer or solicitation is not permitted, authorised or would be unlawful. Persons receiving a copy of this Prospectus or of the KIID(s) in any jurisdiction may not treat this Prospectus or KIID(s) as constituting an offer, invitation or solicitation to them to subscribe for or acquire Shares notwithstanding that, in the relevant jurisdiction, such an offer, invitation or solicitation could lawfully be made to them without compliance with any registration or other legal requirement. It is the responsibility of any persons in possession of this Prospectus or of the KIID(s) and any persons wishing to apply for or acquire Shares to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. In particular, prospective applicants for or purchasers of Shares should inform themselves as to the legal requirements of so applying or purchasing, and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence or domicile. Prospective investors should review this Prospectus carefully and in its entirety and consult with their legal, tax and financial advisers in relation to (i) the legal and regulatory requirements within their own countries for the subscribing, purchasing, holding, switching, redeeming or disposing of Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the subscribing, purchasing, holding, switching, redeeming or disposing of Shares; (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, switching, redeeming or disposing of Shares; and (iv) any other consequences of such activities.

**Luxembourg** – The Company is registered under Part I of the 2010 Act. However, such registration does not require any Luxembourg authority to approve or disapprove either the adequacy or accuracy of this Prospectus or the assets held in the various Sub-Funds of the Company. Any representations to the contrary are unauthorised and unlawful.

**European Union** – The Company qualifies as a UCITS and may apply for recognition under the UCITS Directive, for marketing to the public in certain EEA Member States.

**Non-European Union** - As at the date of this Prospectus, the Directors expect to apply to register and distribute the Shares of each Sub-Fund in certain non-EU / non-EEA jurisdictions.

None of the Shares have been or will be registered under the Securities Act, or under the securities laws of any state or political subdivision of the United States of America or any of its territories, possessions or other areas subject to its jurisdiction including the Commonwealth of Puerto Rico (the “**United States**”, “**U.S.**”, or “**USA**”). The Company has not been and will not be registered under the Investment Company Act, nor under any other US federal laws. Accordingly, except as provided for below, no Shares are being offered to U.S. Persons (as defined under the “Definitions” below). **Shares will only be offered to a US Person at the sole discretion of either the Directors or the Management Company.**

The Articles give powers to the Directors to impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in the Company are acquired or held by any person in breach of the law or the requirements of any country or governmental authority or by any person in circumstances which in the opinion of the Directors might result in the Company incurring any liability or taxation or suffering any other disadvantage which the Company may not otherwise have incurred or suffered and, in particular, by any U.S. Person. The Company may compulsorily redeem all Shares held by any such person. The value of the Shares may fall as well as rise and a Shareholder on transfer or redemption of Shares may not get back the amount he

initially invested. Income from the Shares may fluctuate in money terms and changes in rates of exchange may cause the value of Shares to go up or down. The levels and basis of, and reliefs from taxation may change. There can be no assurance that the investment objectives of any Sub-Fund will be achieved.

Investors should inform themselves and should take appropriate advice on the legal requirements as to possible tax consequences, foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence, or domicile and which might be relevant to the subscription, purchase, holding, conversion, redemption or disposal of the Shares of the Company.

### **Prevailing language**

The distribution of this Prospectus and the KIID(s) in certain countries may require that these documents be translated into the official languages of those countries. Should any inconsistency arise between the translated versions of this Prospectus, the English version shall always prevail.

### **Data protection**

The Company is a data controller in respect of the personal data provided by the Shareholder or prospective Shareholder (the “**Data Subject**”) under this Prospectus and is responsible for ensuring it processes the personal data in compliance with all applicable laws and regulations relating to the processing of personal data and privacy, including the EU Regulation 2016/679 dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**General Data Protection Regulation**” - the “**GDPR**”).

The following personal data of Data Subject shall be collected stored and processed by the Company: the name, contact details and invested amount (the “**Personal Data**”).

The Personal Data shall be processed for the following purposes: (i) developing and processing the business relationship between the Shareholder or prospective Shareholder and the Sub-Fund, and for other related activities; (ii) anti-money laundering and terrorism financing identification, tax identification and, as the case may be, reporting, under applicable laws.

The Personal Data shall be processed based on the following legal basis: (i) the processing is necessary for the performance of the contractual relationship between the Company and the Shareholder or prospective Shareholder; (ii) the processing is necessary for compliance with know-your customers obligations and more generally with regulatory obligations to which the Company is subject.

If a Shareholder or prospective Shareholder fails to provide the Personal Data in a form which is satisfactory to the Company, the Company may restrict or prevent the ownership of Shares in the Sub-Fund and the Company, the Depositary and/or the UCI Administrative Agent (as the case may be) shall be held harmless and indemnified against any loss arising as a result of the restriction or prevention of the ownership of Shares.

By completing and returning an application form, Shareholders acknowledge and understand the use of the Personal Data by the Company. The Company will not disclose the Personal Data to any unauthorised third parties. The Company may however disclose Personal Data to its agents, service providers where necessary for the performance of the contractual relationship the Company has with such third parties. The Company may also disclose the Personal Data if required to do so by force of law or regulatory authority or for the purpose of the prevention and detection of crime.



Each Data Subject has the following rights:

- the right to obtain information regarding the processing of his/her Personal Data and access to the Personal Data which the Company holds about him/her;
- the right to withdraw his/her consent to the processing of his/her Personal Data at any time, when the processing is based on prior consent;
- in some circumstances, the right to receive some Personal Data in a structured, commonly used and machine-readable format and/or request that the Company transmits those data to a third party where this is technically feasible (portability);
- the right to request that the Company should rectify his/her Personal Data if it is inaccurate or incomplete;
- the right to request that the Company should erase his/her Personal Data in certain circumstances. Please note that there may be circumstances where the Company is legally entitled to retain Personal Data notwithstanding the request to erase the Personal Data, for example due to regulatory obligations the Company is required to comply with;
- the right to object to, or request that the Company should restrict, the processing of his/her Personal Data in certain circumstances. Again, there may be circumstances where the Company is legally entitled to refuse that request; and
- the right to submit a complaint with the relevant data protection regulator if the Data Subject thinks that any of his/her rights have been infringed by the Company. In Luxembourg the *Commission Nationale pour la Protection des données* (“CNPD”) may be contacted on its website: <https://cnpd.public.lu/en/support/contact.html>.

The Company will keep the Data Subject’s Personal Data only for the length of time necessary to achieve the purposes for which they were collected and as required by applicable law. Therefore, if the Personal Data are processed for two different purposes, the Company will keep the Personal Data until the lengthier purpose is achieved.

The Company may need to disclose personal data to entities located in jurisdictions outside the EU, which may not have developed an adequate level of data protection legislation. In case of a transfer of data outside the EU, the Company will contractually ensure that the personal data relating to investors is protected in a manner which is equivalent to the protection offered pursuant to the Luxembourg data protection law. In particular, in the case of a transfer of Personal Data outside the EEA in a country that does not provide an adequate level of protection, such as the United States, the Company will be implementing appropriate legal instruments such as entering into EU standard contractual clauses with the data importer or will be taking other measures to provide an adequate level of data protection under the GDPR. Data Subjects can obtain more details of the protection given to their Personal Data when it is transferred outside the EEA (including a copy of the standard data protection clauses which the Company has entered into with recipients of the Personal Data) by contacting the Company at the following email address: [protecciondedatos@bestinver.es](mailto:protecciondedatos@bestinver.es).

The Personal Data is not intended to be used for marketing purposes.

If Data Subject has any questions regarding the processing of his/her Personal Data, he/she may contact the Company by email [protecciondedatos@bestinver.es](mailto:protecciondedatos@bestinver.es) or by phone +34 91 595 91 00

## MANAGEMENT AND ADMINISTRATION

### Registered office

60, avenue J-F Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

### Members of the board of directors

- Mr. Ricardo Seixas, Fund Manager, Bestinver Gestión S.A., S.G.I.I.C.
- Mr. Francisco Fernández de Navarrete Garaizabal, Head of International Sales, Bestinver Gestión S.A., S.G.I.I.C.
- Mr. Juan José Fortún Menor, Head of Operations, Bestinver Gestión S.A., S.G.I.I.C.
- Mr. Javier Fernández de la Rocha, Legal Counsel, Bestinver Gestión S.A., S.G.I.I.C.

### Management Company

Waystone Management Company (Lux) S.A.  
19, rue de Bitbourg  
L-1273 Luxembourg  
Grand Duchy of Luxembourg

### Members of the board of directors of the Management Company

- Mr. Timothy Madigan, Chairman, Independent Director
- Mr. Denis Harty, Waystone Country Head - Continental Europe
- Ms. Rachel Wheeler, Global Product Head - Regulated Fund Solutions
- Mr. Vasileios Karalekas, Product Lead - Quantitative Solutions in Regulated Fund Solutions

### Depositary

BNP PARIBAS, Luxembourg Branch  
60, avenue J-F Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

### UCI Administrative Agent, Registrar and Transfer Agent

BNP PARIBAS, Luxembourg Branch  
60, avenue J-F Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

### Domiciliary and Listing Agent

BNP PARIBAS, Luxembourg Branch  
60, avenue J-F Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

**Investment Manager**

Bestinver Gestión S.A., S.G.I.I.C.  
C/ Juan de Mena, 8 - 1ºD  
28014 Madrid  
Spain

**Global Distributor**

Bestinver Gestión S.A., S.G.I.I.C.  
C/ Juan de Mena, 8 - 1ºD  
28014 Madrid  
Spain

**Auditor**

PricewaterhouseCoopers  
2, rue Gerhard Mercator  
L-2182 Luxembourg  
Grand Duchy of Luxembourg

**Legal Advisors**

Arendt & Medernach S.A.  
41A, avenue J-F Kennedy  
L-2082 Luxembourg  
Grand Duchy of Luxembourg

## **PART A – GENERAL SECTION**

The General Section applies to all Sub-Funds of the Company. Each Sub-Fund is subject to specific rules which are set forth in the Special Section.

## DEFINITIONS

In this Prospectus, the following defined terms shall have the following meanings:

"1915 Act"		Means the act dated 10 August 1915 on commercial companies, as amended;
"2010 Act"		Means the act dated 17 December 2010 on undertakings for collective investment, as amended;
"144 A Securities"		Means Shares sold to U.S. Persons who are "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act and "qualified purchasers" within the meaning of Section 2(a)(51) of the Investment Company Act;
"Administrative Agreement"	Services	Means the agreement between the Company, the Management Company and BNP PARIBAS, Luxembourg Branch acting as UCI Administrative Agent, as amended, supplemented or otherwise modified from time to time;
"American Receipt" or "ADR"	Depository	Means certificates issued by a US depository bank, representing non-US shares held by the bank. One ADR may represent a portion of a share, one share or a number of shares and may be denominated in EUR and USD;
"Another Market"	Regulated	Means any market, other than a Regulated Market, which is regulated, operates regularly and is recognised and open to the public;
"Articles"		Means the articles of incorporation of the Company as the same may be amended, supplemented or otherwise modified from time to time;
"Auditor"		Means PricewaterhouseCoopers;
"Board"		Means the board of directors of the Company;
"Business Day"		Means a day on which banks are open (during the whole day) for business in Luxembourg;
"Circular 04/146"		Means the Circular CSSF 04/146 on the protection of UCIs and their investors against Late Trading and Market Timing practices;
"Circular 08/387"		Means the Circular CSSF 08/387 on the fight against money laundering and terrorist financing and prevention of the use of the financial sector for the purpose of money laundering and terrorist financing, as amended by the CSSF circular 13/556;
"Circular 14/592"		Means the Circular CSSF 14/592 implementing the ESMA guidelines 2014/937 of 1 August 2014 on ETFs and other UCITS issues;
"Class"		Means a class of Shares relating to a Sub-Fund for which specific features with respect to fee structures, distribution, marketing target or other specific features may be applicable. The details applicable to each Class will be described in the relevant Special Section;
"Clearstream"		Means Clearstream Banking;

"Commission Delegated Regulation 2016/438"	Means the Commission Delegated Regulation (EU) 2016/438 of 17 December 2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with regard to obligations of depositaries, as amended;
"Company"	Means Bestinver Tordesillas SICAV, a public limited liability company incorporated as an investment company with variable capital under the laws of Luxembourg and registered pursuant to part I of the 2010 Act;
"Conversion Fee"	Means the conversion fee which may be levied by the Company in relation to the conversion for any Class in any Sub-Fund, details of which are set out in the relevant Special Section;
"CSSF"	Means the <i>Commission de Surveillance du Secteur Financier</i> , the Luxembourg supervisory authority;
"Depositary"	Means BNP PARIBAS, Luxembourg Branch, acting as depositary of the Company;
"Depositary Bank Agreement"	Means the agreement between the Company, the Management Company and BNP PARIBAS, Luxembourg Branch, acting as Depositary, as amended, supplemented or otherwise modified from time to time;
"Directive 78/660/EEC"	Means Council Directive 78/660/EEC of 25 July 1978 based on article 54 (3) (g) of the Treaty on the annual accounts of certain types of companies, as amended from time to time;
"Directive 83/349/EEC"	Means Council Directive 83/349/EEC of 13 June 1983 based on the article 54 (3) (g) of the Treaty on consolidated accounts, as amended from time to time;
"Directors"	Means the directors of the Company, whose details are set out in this Prospectus and/or the annual and semi-annual reports;
"Distribution Fee"	Means the distribution fee to which the Distributor(s) may be entitled in accordance with the Special Section;
"Distributor(s)"	Means any person from time to time appointed or authorised by the Global Distributor to distribute one or more Classes as set out in the relevant Special Section;
"Domiciliary and Listing Agent"	Means BNP PARIBAS, Luxembourg Branch;
"EEA"	Means the European Economic Area, which consists of all the EU Member States and Iceland, Liechtenstein and Norway;
"Eligible Investments"	Means eligible investments for investment by UCITS within the meaning of article 41 (1) of the 2010 Act;
"Eligible Investor"	Means, in relation to each Class in each Sub-Fund, an investor that satisfies the relevant criteria to invest in the relevant Class as is stipulated in the relevant Special Section;

"EPM Techniques"	Means efficient portfolio management techniques within the meaning of 5.5 of the General Section;
"ESMA Guidelines 2014/937"	Means the ESMA Guidelines 2014/937 of 1 August 2014 on ETFs and other UCITS issues;
"EU"	Means the European Union;
"EU Member State"	Means a member State of the EU;
"EUR"	Means the euro, the single currency of the EU Member States that belong to the European monetary area;
"Euroclear"	Means Euroclear Bank S.A./N.V. as the operator of the Euroclear System;
"Feeder Sub-Fund"	Means a Sub-Fund which invests at least 85 % of its assets in units or shares of another UCITS or a sub-fund thereof;
"Financial Derivative Instrument"	Means any financial derivative instrument as defined by article 41 (1) (g) of the 2010 Act;
"First Class Institutions"	Means first class financial institutions having their registered office in an EU Member State or subject to prudential supervision rules considered by the CSSF equivalent to those prescribed by Community law and specialised in this type of transactions for the purposes of the OTC Derivative transactions and EPM Techniques transactions;
"General Section"	Means the General Section of this Prospectus that sets out the general terms and conditions applicable to all Sub-Funds, unless otherwise provided for in any of the Special Sections;
"Global Distributor"	Means Bestinver Gestión S.A., S.G.I.I.C.;
"Global Distribution Agreement(s)"	Means the agreement(s) between the Company, the Management Company and the Global Distributor(s) as amended, supplemented or otherwise modified from time to time;
"Initial Offering Period" or "Initial Offering Date"	Means, in relation to each Sub-Fund, the first offering of Shares in a Sub-Fund made pursuant to the terms of the Prospectus and the relevant Special Section;
"Initial Subscription Price"	Means, in relation to each Class in each Sub-Fund, the amount stipulated in the relevant Special Section as the subscription price per Share for the relevant Class in connection with the Initial Offering Period or Initial Offering Date;
"Institutional Investor"	Means an investor meeting the requirements to qualify as an institutional investor for purposes of article 174 of the 2010 Act;
"Investing Sub-Fund"	Means a Sub-Fund that invest its assets in other Sub-Funds as described in 5.8 of the General Section;

"Investment Advisor"	Means such entity from time to time appointed as investment advisor of a particular Sub-Fund as disclosed in the relevant Special Section;
"Investment Company Act"	Means the U.S. Investment Company Act of 1940, as amended;
"Investment Manager"	Means Bestinver Gestión, S.A., S.G.I.I.C.;
"Investment Management Fee"	Means the investment management fee to which the Investment Manager may be entitled, in accordance with the relevant Special Section;
"KIID(s)"	Means the key investor information document in respect of each Sub-fund;
"Late Trading"	Means the acceptance of a subscription, conversion or redemption order after the time limit fixed for accepting orders (cut-off time) on the relevant day and the execution of such order at the price based on the net asset value applicable to such same day;
"Luxembourg"	Means the Grand Duchy of Luxembourg;
"Management Company"	Means Waystone Management Company (Lux) S.A., the designated management company of the Company within the meaning of chapter 15 of the 2010 Act;
"Management Company Services Agreement"	Means the agreement between the Company and the Management Company as amended, supplemented or otherwise modified from time to time;
"Management Fee"	Means the management fee to which the Management Company may be entitled, in accordance with the Prospectus;
"Market Timing"	Means any market timing practice within the meaning of Circular 04/146 or as that term may be amended or revised by the CSSF in any subsequent circular, i.e., an arbitrage method through which an investor systematically subscribes and redeems or converts units or shares of the same Luxembourg undertaking for collective investment within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the methods of determination of the net asset value of the UCI;
"Master UCITS"	Means a UCITS (or a sub-fund thereof) which is the target of a feeder investment by a Feeder Sub-Fund;
" <i>Mémorial</i> "	Means the Luxembourg <i>Mémorial C, Recueil des Sociétés et Associations</i> . On 1 June 2016, the Luxembourg <i>Mémorial C</i> has been replaced by RESA ( <i>Recueil Electronique des Sociétés et Associations</i> ), the new official electronic platform of central publication regarding companies and associations;
"Minimum Holding Amount"	Means, in relation to each Class in each Sub-Fund, the amount which is stipulated in the relevant Special Section as the minimum value or number of shares which must be held at any time by a Shareholder;
"Minimum Subscription Amount"	Means, in relation to each Class in each Sub-Fund, the amount which is stipulated in the relevant Special Section as the minimum aggregate subscription monies which a Shareholder or subscriber must pay when subscribing for a particular Class in a Sub-Fund in which the Shareholder or



	subscriber does not hold Shares of that particular Class prior to such subscription;
"Money Market Instruments"	Means instruments normally dealt in on a money market which are liquid and have a value which can be accurately determined at any time;
"Net Asset Value"	Means, (i) in relation to the Company, the value of the net assets of the Company, (ii) in relation to each Sub-Fund, the value of the net assets attributable to such Sub-Fund, and (iii) in relation to each Class in a Sub-Fund, the value of the net assets attributable to such Class, in each case, calculated in accordance with the provisions of the Articles and the Prospectus;
"Net Asset Value per Share"	Means the Net Asset Value of the relevant Sub-Fund divided by the number of Shares in issue at the relevant time (including Shares in relation to which a Shareholder has requested redemption) or if a Sub-Fund has more than one Class in issue, the portion of the Net Asset Value of the relevant Sub-Fund attributable to a particular Class divided by the number of Shares of such Class in the relevant Sub-Fund which are in issue at the relevant time (including Shares in relation to which a Shareholder has requested redemption);
"OECD"	Means the Organisation for Economic Cooperation and Development;
"OECD Member State"	Means any of the member States of the OECD;
"OTC"	Means over-the-counter;
"OTC Derivative"	Means any Financial Derivative Instrument dealt over-the-counter;
"Performance Fee"	Means the fee calculated and payable to the Investment Manager in accordance with Part B of the Prospectus;
"Prospectus"	Means the sales prospectus relating to the issue of Shares in the Company, as amended from time to time;
"Redemption Fee"	Means the redemption fee levied by the Company in relation to the redemption of Shares of any Class in any Sub-Fund, details of which are set out in the relevant Special Section;
"Reference Currency"	Means, in relation to each Sub-Fund, the currency in which the Net Asset Value of such Sub-Fund is calculated, as stipulated in the relevant Special Section;
"Register"	Means the register of Shareholders of the Company;
"Regulated Market"	Means a regulated market as referred to in article 41 (1) items a), b) and c) of the 2010 Act;
"RESA"	Means the <i>recueil électronique des sociétés et associations</i> of the Grand Duchy of Luxembourg;

"Restricted Person"	Means any person, determined in the sole discretion of the Board as being not entitled to subscribe or hold Shares in the Company or any Sub-Fund or Class; if, in the opinion of the Directors, (i) such person would not comply with the eligibility criteria of a given Class or Sub-Fund (ii) a holding by such person would cause or is likely to cause the Company some pecuniary, tax or regulatory disadvantage (iii) a holding by such person would cause or is likely to cause the Company to be in breach of the law or requirements of any country or governmental authority applicable to the Company;
"Retail Investor"	Means any investor not qualifying as an Institutional Investor;
"Securities Act"	Means the U.S. Securities Act of 1933, as amended;
"Shareholder"	Means a person who is the registered holder of Shares in the Company;
"Shares"	Means shares in the Company, of such Classes and denominated in such currencies and relating to such Sub-Funds as may be issued by the Company from time to time;
"Special Section"	Means each and every supplement to this Prospectus describing the specific features of a Sub-Fund. Each such supplement is to be regarded as an integral part of the Prospectus;
"Sub-Fund"	Means a separate portfolio of assets established for one or more Classes of the Company which is invested in accordance with a specific investment objective. The specifications of each Sub-Fund will be described in their relevant Special Section;
"Subscription Fee"	Means the subscription fee levied by the Company in relation to the subscription for any Class in any Sub-Fund, details of which are set out in the relevant Special Section;
"SFDR"	Means (EU) Regulation 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector;
"Sustainability Factors"	Means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters;
"Sustainability Risks"	Means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the Sub-Fund's investments;
"Target Sub-Fund"	Means a Sub-Fund shares of which are held by another Sub-Fund as described in 5.8 of the General Section;

"Transferable Securities"	<p>Means:</p> <ul style="list-style-type: none"> <li>• shares and other securities equivalent to shares;</li> <li>• bonds and other debt instruments;</li> <li>• any other negotiable securities which carry the right to acquire any such transferable securities by subscription or to exchanges, with the exclusion of techniques and instruments,</li> </ul> <p>as defined by the 2010 Act;</p>
"UCI"	<p>Means an undertaking for collective investment as referred to in article 1(2) items a) and b) of the UCITS Directive, whether situated in a EU Member State or not, provided that:</p> <ul style="list-style-type: none"> <li>• such UCI is authorised under laws which provide that it is subject to supervision that is considered by the CSSF to be equivalent to that laid down in EU law, and that cooperation between authorities is sufficiently ensured;</li> <li>• the level of guaranteed protection for unitholders in such UCI is equivalent to that provided for unitholders in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of the UCITS Directive;</li> <li>• the business of such UCI is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period,</li> <li>• as defined by the 2010 Act;</li> </ul>
"UCI Administrative Agent"	<p>Means BNP PARIBAS, Luxembourg Branch acting as registrar and transfer agent and corporate agent and central administrative agent, principal paying agent and client communication agent of the Company;</p>
"UCITS"	<p>Means an undertaking for collective investment in transferable securities under the UCITS Directive;</p>
"UCITS Directive"	<p>Means the Directive 2009/65/EC of 13 July 2009 of the European Parliament and of the Council on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as amended;</p>
"USD"	<p>Means the United States dollar, the official currency of the United States;</p>
"U.S. Person"	<p>Means, unless otherwise determined by the Directors, (i) a natural person who is a resident of the United States; (ii) a corporation, partnership or other entity, other than an entity organised principally for passive investment, organised under the laws of the United States and which has its principal place of business in the United States; (iii) an estate or trust, the income of which is subject to United States income tax regardless of the source; (iv) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business in the United States; (v) an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the</p>

entity held by persons who qualify as U.S. persons or otherwise as qualified eligible persons represent in the aggregate ten per cent or more of the beneficial interests in the entity, and that such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the U.S. Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. Persons; or (vi) any other "U.S. Person" as such term may be defined in Regulation S under the Securities Act, or in regulations adopted under the U.S. Commodity Exchange Act, as amended;

"Valuation Day"

Means each Business Day as at which the Net Asset Value will be determined for each Class in each Sub-Fund, as it is stipulated in the relevant Special Section.

## **1. THE COMPANY**

- 1.1** The Company is an open-ended investment company organised under the laws of Luxembourg as a *société d'investissement à capital variable* (SICAV), incorporated under the form of a public limited liability company (*société anonyme*) on 23 November 2010 and authorised under part I of the 2010 Act.
- 1.2** The Company is registered with the Luxembourg trade and companies register under number B 156897. Its original Articles were published in the *Mémorial* on 4 December 2010. The Articles have been lastly amended on 28 April 2022 and published in the RESA under number RESA\_2022\_103 on 13 May 2022.
- 1.3** The registration of the Company pursuant to the 2010 Act constitutes neither approval nor disapproval by any Luxembourg authority as to the adequacy or accuracy of this Prospectus or as to the assets held in the various Sub-Funds.
- 1.4** The Company is subject to the provisions of the 2010 Act and of the 1915 Act. In case of conflict between the provision of the 1915 Act and the 2010 Act, the provisions of the latter will prevail.
- 1.5** The Shares are not currently listed on the Luxembourg Stock Exchange but the Board may decide at a later stage to list one or more Classes of a Sub-Fund on the Luxembourg or any other stock exchange or Regulated Market.
- 1.6** There is no limit to the number of Shares which may be issued. Shares will be issued to subscribers in registered form.
- 1.7** Shares shall have the same voting rights and shall have no pre-emptive subscription rights. In the event of the liquidation of the Company, each Share is entitled to its proportionate share of the Company's assets after payment of the Company's debts and expenses, taking into account the Company's rules for the allocation of assets and liabilities.
- 1.8** The initial subscribed capital of the Company was EUR 31,000. The minimum share capital of the Company must at all times be EUR 1,250,000 which amount has to be attained within six months of the Company's authorisation to operate as a UCI. The Company's share capital is at all times equal to its Net Asset Value. The Company's share capital is automatically adjusted when additional Shares are issued or outstanding Shares are redeemed and no special announcements or publicity are necessary in relation thereto.

1.9 For the avoidance of doubt, the Shares of a Target Sub-Fund held by an Investing Sub-Fund will not be taken into account for the purpose of the calculation of the EUR 1,250,000 minimum capital requirement.

## 2. SHARES

2.1 Any individual or legal entity may acquire Shares in the Company against payment of the subscription price as defined in 9.2 of the General Section.

2.2 The Shares confer no preferential subscription rights at any time of the issue of new Shares. Shares are issued in registered form, with no par value and are recorded in a register. Shareholders receive written confirmation of their registration but no certificate representing Shares will be issued. All Shares must be fully paid up. Fractional Shares may be issued up to four decimal places and shall carry rights in proportion to the fraction of a Share they represent but shall carry no voting rights.

2.3 Within the same Sub-Fund, all Shares have equal rights as regards voting rights in all general meetings of Shareholders and in all meetings of the Sub-Fund concerned.

2.4 The Special Sections indicate, for each Sub-Fund, which Classes are available and their characteristics.

2.5 For each Sub-Fund, the Directors or the Management Company may, in respect of Shares in one or several Class(es) if any, decide to close subscriptions temporarily or definitively, including those arising from the conversion of Shares of another Class or another Sub-Fund.

2.6 Shareholders may ask for the conversion of all or a part of their Shares from one Class to another in compliance with the provisions in clause 11 of the General Section.

2.7 Shares in the Sub-Funds are divided into the following:

### **Class A Shares**

Class A Shares are available to all investors.

### **Class I Shares**

Class I Shares are only available for Institutional Investors. Investors must demonstrate that they qualify as Institutional Investors by providing the Company and its UCI Administrative Agent or the local agent with sufficient evidence of their status.

On application for Class I Shares, Institutional Investors indemnify the Company and the Directors against any losses, costs or expenses that the Company or the Directors may incur by acting in good faith upon any declarations made or purporting to be made upon application.

### **Class X Shares**

Class X Shares are only available for Institutional Investors who will subscribe according to the minimum amount which will be specified in the relevant sub-fund special section. Investors must demonstrate that they qualify as Institutional Investors by providing the Company and its UCI Administrative Agent or the local agent with sufficient evidence of their status.

On application for Class X Shares, Institutional Investors indemnify the Company and the Directors against any losses, costs or expenses that the Company or the Directors may incur by acting in good faith upon any declarations made or purporting to be made upon application.

Class X Shares do not receive any other fee, rebate or payment from the relevant Sub-Fund in relation to those services and activities.

### **Class Z Shares**

Class Z Shares are intended for providers of independent advisory services or discretionary investment management, or other distributors who: (i) provide investment services and activities as defined by the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU; and (ii) have separate fee arrangements with their clients in relation to those services and activities provided; and (iii) do not receive any other fee, rebate or payment from the relevant Sub-Fund in relation to those services and activities.

## **3. SUB-FUNDS AND CLASSES**

- 3.1** The Company has an umbrella structure consisting of one or several Sub-Funds. A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective and policy applicable to that Sub-Fund. The Board may create one or more Feeder Sub-Funds. Each Feeder Sub-Fund will invest at least 85% and up to 100% of its assets in units of another eligible Master UCITS under the conditions set out by applicable law and the Articles. The investment objective, policy, as well as the risk profile and other specific features of each Sub-Fund are set forth in the relevant Special Section.
- 3.2** The Company is one single legal entity. However, the rights of the Shareholders and creditors relating to a Sub-Fund or arising from the setting-up, operation and liquidation of a Sub-Fund are limited to the assets of that Sub-Fund. The assets of a Sub-Fund are exclusively dedicated to the satisfaction of the rights of the Shareholders relating to that Sub-Fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-Fund.
- 3.3** Within a Sub-Fund, the Board may decide to issue one or more Classes the assets of which will be commonly invested but subject to different fee structures, distribution, marketing targets, currency or other specific features. A separate Net Asset Value per Share, which may differ as a consequence of these variable factors, will be calculated for each Class.
- 3.4** The Company may, at any time, create additional Classes whose features may differ from the existing Classes and additional Sub-Funds whose investment objectives may differ from those of the Sub-Funds then existing. Upon creation of new Sub-Funds or Classes, the Prospectus will be updated, if necessary, or supplemented by a new Special Section.
- 3.5** For the time being, the Company is comprised of the following Sub-Funds:
  - Bestinver Tordesillas SICAV – Iberia;
  - Bestinver Tordesillas SICAV – Iberia Long-Short;
  - Bestinver Tordesillas SICAV – European Financial Opportunities;
  - Bestinver Tordesillas SICAV – Megatrends.
- 3.6** Each Sub-Fund is described in more detail in the relevant Special Section.
- 3.7** Investors should note however that some Sub-Funds or Classes may not be available to all investors. The Company retains the right to offer only one or more Classes for purchase by investors in any particular jurisdiction in order to conform to local law, customs or business practice or for fiscal or any other reason. The Company may further reserve one or more Sub-Funds or Classes to certain

Institutional Investors only.

- 3.8** Distribution of all Class Z Shares is restricted to certain distributors and intermediaries approved by the Management Company that will not be entitled to any form of remuneration from the Management Company.

#### **4. INVESTMENT RESTRICTIONS**

The Company and the Sub-Funds are subject to the restrictions and limits set forth below.

The management of the assets of the Sub-Funds will be undertaken within the following investment restrictions. A Sub-Fund may be subject to additional investment restrictions set out in the relevant Special Section. In the case of any conflict, the provisions of the relevant Special Section will prevail.

#### **5. ELIGIBLE INVESTMENTS**

- (a) The Company's investments may consist solely of:
- (i) Transferable Securities and Money Market Instruments admitted to official listing on a Regulated Market in an EEA Member State;
  - (ii) Transferable Securities and Money Market Instruments dealt on Another Regulated Market in an EEA Member State;
  - (iii) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange in a non-EEA Member State or on Another Regulated Market in a non-EEA Member State;
  - (iv) New issues of Transferable Securities and Money Market Instruments, provided that:
    - (A) the terms of issue include an undertaking that application will be made for admission to official listing on any stock exchange, Regulated Market or Another Regulated Market referred to in 5(a)(i), 5(a)(ii) and 5(a)(iii);
    - (B) such admission is secured within a year of issue;
  - (v) Units of UCITS and/or other UCIs, whether situated in an EU Member State or not, provided that no more than 10% of the net assets of the UCITS or other UCI whose acquisition is contemplated, can, according to their fund rules or constitutional documents, be invested in aggregate in units of other UCITS or other UCIs;
  - (vi) Deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in an EU Member State or, if the registered office of the credit institution is situated in a non-EU Member State, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;
  - (vii) Financial Derivative Instruments, including equivalent cash-settled instruments, dealt in on any stock exchange, Regulated Market or Another Regulated Market referred to in 5(a)(i), 5(a)(ii) and 5(a)(iii); and/or OTC Derivatives, provided that:

- (A) the underlying consists of instruments covered by this 5(a), financial indices, interest rates, foreign exchange rates or currencies, in which a Sub-Fund may invest according to its investment objectives as stated in the relevant Special Section;
  - (B) the counterparties to OTC Derivative transactions are First Class Institutions; and
  - (C) the OTC Derivatives are subject to reliable and verifiable valuation on a daily basis and can be sold, liquidated or closed by an offsetting transaction at any time at their fair value at the Company's initiative;
- (viii) Money Market Instruments other than those dealt in on a Regulated Market if the issuer or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and provided that they are:
- (A) issued or guaranteed by a central, regional or local authority or central bank of an EU Member State, the European Central Bank, the EU or the European Investment Bank, a non-EU Member State or, in the case of a federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong; or
  - (B) issued by an undertaking, any securities of which are listed on any stock exchange, Regulated Market or Another Regulated Market referred to in 5(a)(i), 5(a)(ii) or 5(a)(iii); or
  - (C) issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by EU law, or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least as stringent as those laid down by EU law; or
  - (D) issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection rules equivalent to that laid down in the first, the second or the third indent and provided that the issuer is a company whose capital and reserves amount to at least EUR 10 million and which (i) represents and publishes its annual accounts in accordance with Directive 78/660/EEC, (ii) is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or (iii) is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.
- (b) However, each Sub-Fund may:
- (i) invest up to 10% of its net assets in Transferable Securities and Money Market Instruments other than those referred to under 5(a) above (excluding for the avoidance of doubt units of UCITS and/or other UCIs referred to under 5 5(a) 5(a)(v), 5(a)(vi) and 5(a)(vii); and
  - (ii) hold up to 20% of its net assets of ancillary liquid assets. Ancillary liquid assets shall mean exclusively bank deposits at sight, such as cash held in current accounts with a bank accessible at any time. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.



## 5.2 Risk diversification

- (a) In accordance with the principle of risk diversification, the Company is not permitted to invest more than 10% of the net assets of a Sub-Fund in Transferable Securities or Money Market Instruments of one and the same issuer. The total value of the Transferable Securities and Money Market Instruments in each issuer in which more than 5% of the net assets are invested, must not exceed 40% of the value of the net assets of the respective Sub-Fund. This limitation does not apply to deposits and OTC Derivative transactions made with financial institutions subject to prudential supervision.
- (b) The Company is not permitted to invest more than 20% of the net assets of a Sub-Fund in deposits made with the same body.
- (c) Notwithstanding the individual limits laid down in 5.2(a), 5.2(b) above and 5.5(m) below, a Sub-Fund may not combine:
  - (i) investments in Transferable Securities or Money Market Instruments issued by,
  - (ii) deposits made with, and/or
  - (iii) exposures arising from OTC Derivative transactions undertaken with a single body,in excess of 20% of its net assets.
- (d) The 10% limit set forth in 5.2(a) above can be raised to a maximum of 25% in case of certain bonds issued by credit institutions which have their registered office in an EU Member State and are subject by law, in that particular country, to specific public supervision designed to ensure the protection of bondholders. In particular the funds which originate from the issue of these bonds are to be invested, in accordance with the law, in assets which sufficiently cover the financial obligations resulting from the issue throughout the entire life of the bonds and which are allocated preferentially to the payment of principal and interest in the event of the issuer's failure. Furthermore, if investments by a Sub-Fund in such bonds with one and the same issuer represent more than 5% of the net assets, the total value of these investments may not exceed 80% of the net assets of the corresponding Sub-Fund.
- (e) The 10% limit set forth in 5.2(a) above can be raised to a maximum of 35% for Transferable Securities and Money Market Instruments that are issued or guaranteed by an EU Member State or its local authorities, by another OECD Member State, or by public international organisations of which one or more EU Member States are members.
- (f) Transferable Securities and Money Market Instruments which fall under the special ruling given in 5.2(d) and 5.2(e) are not counted when calculating the 40% risk diversification ceiling mentioned in 5.2(a).
- (g) The limits provided for in 5.2(a) to 5.2(e) above may not be combined, and thus investments in Transferable Securities or Money Market Instruments issued by the same body or in deposits or derivative instruments with this body shall under no circumstances exceed in total 35% of the net assets of a Sub-Fund.
- (h) Companies which are included in the same group for the purposes of consolidated accounts, as defined in accordance with Directive 83/349/EEC or in accordance with recognised international accounting rules, are regarded as a single body for the purpose of calculating the limits contained in this 5.2.

- (i) A Sub-Fund may invest, on a cumulative basis, up to 20% of its net assets in Transferable Securities and Money Market Instruments of the same group.

### **5.3 Exceptions which can be made**

- (a) Without prejudice to the limits laid down in 5.7 the limits laid down in 5.2 are raised to a maximum of 20% for investment in shares and/or bonds issued by the same body if, according to the relevant Special Section, the investment objective and policy of that Sub-Fund is to replicate the composition of a certain stock or debt securities index which is recognised by the CSSF, on the following basis:

- (i) its composition is sufficiently diversified,
- (ii) the index represents an adequate benchmark for the market to which it refers,
- (iii) it is published in an appropriate manner.

The above 20% limit may be raised to a maximum of 35%, but only in respect of a single body, where that proves to be justified by exceptional market conditions in particular in Regulated Markets where certain Transferable Securities or Money Market Instruments are highly dominant.

- (b) The Company is authorised, in accordance with the principle of risk diversification, to invest up to 100% of the net assets of a Sub-Fund in Transferable Securities and Money Market Instruments from various offerings that are issued or guaranteed by an EU Member State or its local authorities, by another OECD Member State, or by public international organisations in which one or more EU Member States are members. These securities must be divided into at least six different issues, with securities from one and the same issue not exceeding 30% of the total net assets of a Sub-Fund.

### **5.4 Investment in UCITS and/or other UCIs**

- (a) A Sub-Fund may acquire the units of UCITS and/or other UCIs referred to in 5(a)(v) provided that no more than 20% of its net assets are invested in units of a single UCITS or other UCI. If a UCITS or other UCI has multiple compartments (within the meaning of article 181 of the 2010 Act) and the assets of a compartment may only be used to satisfy the rights of the investors relating to that compartment and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that compartment, each compartment is considered as a separate issuer for the purposes of applying the above limit. For other UCIs to be eligible under article 50(1)(e) of the UCITS Directive, such other UCIs:

- shall be prohibited from investing in illiquid assets (such as commodities and real estate) in line with Article 1(2)(a) of the UCITS Directive;
- shall be bound by rules on asset segregation, borrowing, lending, and uncovered sales of transferable securities and money market instruments which are equivalent to the requirements of the UCITS Directive in line with article 50(1)(e)(ii) of the UCITS Directive; mere compliance in practice shall not be considered sufficient;
- the fund rules or instrument of incorporation shall include a restriction according to which no more than 10% of the assets of the UCI can be invested in aggregate in units of other UCITS or other UCIs in line with article 50(1)(e)(iv) of the UCITS Directive; mere compliance in practice shall not be considered sufficient.

- (b) Investments made in units of UCIs other than UCITS may not exceed, in aggregate, 30% of the net assets of the Sub-Fund.
- (c) When a Sub-Fund has acquired units of UCITS and/or other UCIs, the assets of the respective UCITS or other UCIs do not have to be combined for the purposes of the limits laid down in 5.2.
- (d) When a Sub-Fund invests in the units of UCITS and/or other UCIs that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by a substantial direct or indirect holding, (regarded as more than 10% of the voting rights or share capital), that management company or other company may not charge subscription, conversion or redemption fees on account of the Sub-Fund's investment in the units of such UCITS and/or other UCIs.
- (e) If a Sub-Fund invests a substantial proportion of its assets in other UCITS and/or other UCIs, the maximum level of the management fees that may be charged both to the Sub-Fund itself and to the other UCITS and/or other UCIs in which it intends to invest, shall be disclosed in the relevant Special Section.
- (f) In the annual report of the Company it shall be indicated for each Sub-Fund the maximum proportion of management fees charged both to the Sub-Fund and to the UCITS and/or other UCIs in which the Sub-Fund invests.
- (g) The above provisions of this 5.4 do not apply to Feeder Sub-Funds.

## **5.5 Investments in Financial Derivative Instruments and use of EPM Techniques**

- (a) The Company must employ (i) a risk-management process which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the portfolio and (ii) a process for accurate and independent assessment of the value of OTC Derivatives.
- (b) Each Sub-Fund will ensure that its global exposure relating to derivative instruments does not exceed the total net value of its portfolio.
- (c) The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions. This will also apply to the following subparagraphs.
- (d) A Sub-Fund may invest, as a part of its investment policy, in Financial Derivative Instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in 5.2 above. Under no circumstances will these operations cause a Sub-Fund to diverge from its investment objectives as laid down in the Prospectus and the relevant Special Section. When a Sub-Fund invests in index-based Financial Derivative Instruments, these investments do not have to be combined to the limits laid down in 5.2 above.
- (e) When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of this 5.5.
- (f) The Company's annual reports will contain, in respect of each Sub-Fund that has entered into Financial Derivative Instruments over the relevant reporting period, details of:
  - (i) the underlying exposure obtained through Financial Derivative Instruments;

- (ii) the identity of the counterparty(ies) to these Financial Derivative Instruments;
  - (iii) the type and amount of collateral received to reduce counterparty risk exposure.
- (g) The Sub-Funds are authorised to employ EPM Techniques subject to the following conditions:
- (i) they are economically appropriate in that they are realised in a cost-effective way;
  - (ii) they are entered into for one or more of the following specific aims:
    - (A) reduction of risk;
    - (B) reduction of cost;
    - (C) generation of additional capital or income for the relevant Sub-Fund with a level of risk which is consistent with its risk profile and applicable risk diversification rules;
  - (iii) their risks are adequately captured by the Company's risk management process;
  - (iv) they comply with the ESMA Guidelines 2014/937 (as they may be replaced from time to time); and
  - (v) they are taken into account by the Management Company when developing its liquidity risk management process in order to ensure that the Company is able to comply at any time with its redemption obligations.
- (h) The efficient portfolio management techniques (the **EPM Techniques**) that may be employed by the Sub-Funds in accordance with 5.5(g) above include securities lending, repurchase agreements and reverse repurchase agreements. A repurchase agreement (the **Repurchase Agreement**) transaction is a forward transaction at the maturity of which a Sub-Fund has the obligation to repurchase the assets sold and the buyer (counterparty) the obligation to return the assets received under the transaction. A reverse repurchase agreement (the **Reverse Repurchase Agreement**) transaction is a forward transaction at the maturity of which the seller (counterparty) has the obligation to repurchase the assets sold and the relevant Sub-Fund has the obligation to return the assets received under the transaction.
- (i) The use of EPM Techniques by the Sub-Funds is subject to the following conditions:
- (i) When entering into a securities lending agreement, the Company should ensure that it is able at any time to recall any security that has been lent out or terminate the securities lending agreement.
  - (ii) When entering into a reverse repurchase agreement, the Company should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the net asset value of the relevant Sub-Fund.
  - (iii) When entering into a Repurchase Agreement, the Company should ensure that it is able at any time to recall any securities subject to the Repurchase Agreement or to terminate the Repurchase Agreement into which it has entered.

- (j) Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.
- (k) All the revenues arising from the use of EPM Techniques, net of direct and indirect operational costs, will be returned to the relevant Sub-fund.
- (l) The Company's annual report will include the following information:
  - (i) the exposure obtained through EPM Techniques;
  - (ii) the identity of the counterparty(ies) to these EPM Techniques;
  - (iii) the type and amount of collateral received by the Company to reduce counterparty exposure;
  - (iv) the revenues arising from EPM Techniques for the entire reporting period together with the direct and indirect operational costs and fees incurred;
  - (v) where collateral received from an issuer has exceeded 20% of the Net Asset Value of the Sub-Fund, the identity of that issuer; and
  - (vi) whether the Sub-Fund has been fully collateralised in securities issued or guaranteed by a Member State.
- (m) The counterparty risk arising from OTC Derivatives and EPM Techniques may not exceed 10% of the assets of a Sub-Fund when the counterparty is a credit institution domiciled in the EU or in a country where the CSSF considers that supervisory regulations are equivalent to those prevailing in the EU. This limit is set at 5% in any other case.
- (n) The counterparty risk of a Sub-Fund vis-à-vis a counterparty is equal to the positive mark-to-market value of all OTC Derivatives and EPM Techniques transactions with that counterparty, provided that:
  - (i) if there are legally enforceable netting arrangements in place, the risk exposure arising from OTC Derivative and EPM Techniques transactions with the same counterparty may be netted; and
  - (ii) if collateral is posted in favour of a Sub-Fund and such collateral complies at all times with the criteria set out in 5.5(o) below, the counterparty risk of such Sub-Fund is reduced by the amount of such collateral. The Sub-Fund will use collateral to monitor compliance with the counterparty risk limit set out in 5.5(l) above. The level of collateral required will therefore vary depending on the scope and extent of OTC Derivatives and EPM Techniques transactions entered into by a Sub-Fund with one and the same counterparty and will be disclosed in the Special Sections applicable to the Sub-Fund.
- (o) Collateral received by a Sub-Fund must comply at all times with the following principles:
  - (i) Liquidity – any collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the acquisition limits set out in 5.7(b).

- (ii) Valuation – collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place.
  - (iii) Issuer credit quality – collateral received should be of high quality.
  - (iv) Correlation – the collateral received by the Sub-Fund should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.
  - (v) Collateral diversification (asset concentration) – collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Sub-Fund receives from a counterparty of OTC Derivative or EPM Techniques transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its net asset value. When a Sub-Fund is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation, a Sub-Fund may be fully collateralised in different Transferable Securities and Money Market Instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong, provided the Sub-Fund receives securities from at least six different issues and any single issue does not account for more than 30% of the Sub-Fund's Net Asset Value. If a Sub-Fund intends to make use of this possibility, this will be set out in relevant Special Section together with an indication of the relevant Member State(s), local authorities, or public international bodies issuing or guaranteeing securities.
  - (vi) Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the risk management process.
  - (vii) Collateral received should be capable of being fully enforced by the Company for the account of the Sub-Fund at any time without reference to or approval from the counterparty.
- (p) The Sub-Funds will only accept the following assets as collateral:
- (i) Liquid assets. Liquid assets include not only cash and short-term bank certificates, but also money market instruments such as defined within the UCITS Directive. A letter of credit or a guarantee at first demand given by a first class credit institution not affiliated to the counterparty are considered as equivalent to liquid assets.
  - (ii) Bonds issued or guaranteed by an OECD Member State or by their local public authorities or by supranational institutions and undertakings with EU, regional or world-wide scope.
  - (iii) Shares or units issued by money market UCIs calculating a daily net asset value and being assigned a rating of AAA or its equivalent.
  - (iv) Shares or units issued by UCITS investing mainly in bonds/shares mentioned in items (v) and (vi) below.
  - (v) Bonds issued or guaranteed by first class issuers offering an adequate liquidity.
  - (vi) Shares admitted to or dealt in on a regulated market of a Member State of the European

Union or on a stock exchange of an OECD Member State, on the condition that these shares are included in a main index.

- (q) For the purpose of 5.5(o) above, all assets received by a Sub-Fund in the context of EPM Techniques should be considered as collateral.
- (r) Non-cash collateral received by a Sub-Fund may not be sold, re-invested or pledged.
- (s) Cash collateral received by a Sub-Fund can only be:
  - (i) placed on deposit with credit institutions which either have their registered office in an EU Member State or are subject to prudential rules considered by the CSSF as equivalent to those laid down in Community law;
  - (ii) invested in high-quality government bonds;
  - (iii) used for the purpose of reverse repo transactions provided the transactions are with credit institutions subject to prudential supervision and the Company is able to recall at any time the full amount of cash on accrued basis;
  - (iv) invested in Short-Term Money Market Funds as defined in the CESR Guidelines 10-049 on a Common Definition of European Money Market Funds.
- (t) Collateral posted in favour of a Sub-Fund under a title transfer arrangement should be held by the Depository or one of its correspondents or sub-custodians. Collateral posted in favour of a Sub-Fund under a security interest arrangement (e.g., a pledge) can be held by a third party depository which is subject to prudential supervision, and which is unrelated to the provider of the collateral.
- (u) The collateral eligibility requirements set out in 5.5(o) above stem from the ESMA Guidelines 2014/937.
- (v) Re-invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral under 5.5(o). There is the risk that the value of the re-invested cash collateral may be lower than the amount to be repaid. However, this risk is reduced via instruments in top-quality government bonds, reverse repo-transactions, liquid money market funds, term deposits etc.
- (w) In accordance with Circular 14/592, the Management Company has a haircut policy relating to the classes of assets received as collateral. The Management Company typically utilises cash and high-quality government bonds as collateral, but other permitted forms of collateral (with associated haircuts) may be utilised both with haircuts as set out under item (h) below. This policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets and, where applicable, the outcome of liquidity stress tests carried out by the relevant Sub-Fund under normal and exceptional liquidity conditions. No haircut will generally be applied to cash collateral.
- (x) In case of non-cash collateral, a haircut will be applied. Non-cash collateral will only be accepted if such non-cash collateral does not exhibit high price volatility.
- (y) For all the Sub-Funds receiving collateral for at least 30% of their assets, the Management Company will set up, in accordance with the Circular 14/592, an appropriate stress testing

policy to ensure regular stress tests under normal and exceptional liquidity conditions to assess the liquidity risk attached to the collateral.

- (z) Haircuts are assessed based on collateral credit quality, price volatility and tenor. The haircut policy applied to the assets received as collateral by the Sub-Funds in accordance with 5.5 above is as follows:

<b>Haircut policy for assets received as collateral</b>				
<b>Liquid assets as set out under Section 5.5(o)(i) above</b>	0%			
<b>Bonds as set out under 5.5(o)(ii) and 5.5(o)(v) above</b>				
<b>by rating S&amp;P or its equivalent in other agencies</b>	<b>AAA to AA-</b>	<b>A+ to A-</b>	<b>BBB+ to BBB-</b>	<b>BB+ or less</b>
Bonds issued by a central authority or a central bank of a EU Member State or the U.S.	0%	0%	0%	NA
Bonds issued by a central authority or a central bank of other than a EU Member State or the U.S.	5%	5%	10%	NA
Bonds issued by credit institutions	5%	5%	10%	NA
Bonds issued by companies	5%	5%	10%	NA
<b>Shares as set out under 5.5(o)(iii)5.5(o)(iv) and (vi) above</b>	15%			

- (aa) In compliance with the 2010 Act quantitative and qualitative criteria will be applied to the collateral used to mitigate counterparty risk exposure arising from the use of EPM Techniques. Thus, the limitation of the exposure to a given issuer linked to the collateral will be equal to 20% of the UCITS' net asset value.

## **5.6 Tolerances and multiple compartment issuers**

If, because of reasons beyond the control of the Company or the exercising of subscription rights, the limits mentioned in this Section 4 are exceeded, the Company must have as a priority objective in its sale transactions to reduce these positions within the prescribed limits, taking into account the best interest of the Shareholders.

Provided that they continue to observe the principles of risk diversification, newly established Sub-Funds may deviate from the limits mentioned under 5.2, 5.3 and 5.4 above for a period of six months following the date of their initial launch.

If an issuer of Eligible Investments is a legal entity with multiple compartments and the assets of a compartment may only be used to satisfy the rights of the investors relating to that compartment and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that compartment, each compartment is considered as a separate issuer for the purposes of applying the limits set forth under 5.2, 5.3 and 5.4.

## **5.7 Investment prohibitions**



The Company is prohibited from:

- (a) acquiring equities with voting rights that would enable the Company to exercise a significant influence on the management of the issuer in question;
- (b) acquiring more than :
  - (i) 10% of the non-voting equities of one and the same issuer,
  - (ii) 10% of the debt securities issued by one and the same issuer,
  - (iii) 10% of the Money Market Instruments issued by one and the same issuer, or
  - (iv) 25% of the units of one and the same UCITS and/or other UCI.

The limits laid down in (ii), (iii), and (iv) may be disregarded at the time of acquisition if at that time the gross amount of the debt securities or of the Money Market Instruments, or the net amount of the securities in issue, cannot be calculated.

Transferable Securities and Money Market Instruments which, in accordance with article 48 (3) of the 2010 Act are issued or guaranteed by an EU Member State or its local authorities, by another OECD Member State or which are issued by public international organisations of which one or more EU Member States are members are exempted from the above limits.

- (c) selling short Transferable Securities, Money Market Instruments and other Eligible Investments mentioned under 5(a)(v), 5(a)(vii)(A) and 5(a)(viii);
- (d) acquiring precious metals or related certificates;
- (e) investing in real estate and purchasing or selling commodities or commodities contracts;
- (f) borrowing on behalf of a particular Sub-Fund, unless:
  - (i) the borrowing is in the form of a back-to-back loan for the purchase of foreign currency;
  - (ii) the loan is only temporary and does not exceed 10% of the net assets of the Sub-Fund in question;
- (g) granting credits or acting as guarantor for third parties. This limitation does not refer to the purchase of Transferable Securities, Money Market Instruments and other Eligible Investments mentioned under 5(a)(v), 5(a)(vii)(A) and 5(a)(viii) that are not fully paid up.

## **5.8 Investments between Sub-Funds**

A Sub-Fund (the **Investing Sub-Fund**) may invest in one or more other Sub-Funds. Any acquisition of shares of another Sub-Fund (the **Target Sub-Fund**) by the Investing Sub-Fund is subject to the following conditions (and such other conditions as may be applicable in accordance with the terms of this Prospectus):

- (a) The Target Sub-Fund may not invest in the Investing Sub-Fund;
- (b) The Target Sub-Fund may not invest more than 10% of its net assets in UCITS (including other Sub-Fund) or other UCIs;

- (c) The voting rights attached to the shares of the Target Sub-Fund are suspended during the investment by the Investing Sub-Fund; The value of the share of the Target Sub-Fund held by the Investing Sub-Fund are not taken into account for the purpose of assessing the compliance with the EUR 1,250,000 minimum capital requirement; and
- (d) Duplication of management, subscription or redemption fee is prohibited.

## 5.9 Master UCITS-Feeder Sub-Funds

The Board may create one or more Feeder Sub-Funds, with each such Feeder Sub-Fund being authorised to invest at least 85% of its assets in units of another eligible Master UCITS (or Sub-Fund thereof) under the conditions set out by applicable law and such other conditions as set out in this Prospectus.

## 5.10 EMIR

The Company observes Circular CSSF 13/557 respective Regulation (EU) No 648/2012 of 4 July 2012 on OTC derivatives, central counterparties and trade repositories to the extent applicable when employing instruments mentioned in this Section 4 and in compliance with the respective bank and counterparty.

## 6. CO-MANAGEMENT AND POOLING

- 6.1 To ensure effective management of the Company, the Directors and the Management Company may decide to manage all or part of the assets of one or more Sub-Funds with those of other Sub-Funds in the Company (pooling technique) or, where applicable, to co-manage all or part of the assets, except for a cash reserve, if necessary, of one or more Sub-Funds with the assets of other Luxembourg investment funds or of one or more sub-funds of other Luxembourg investment funds (hereinafter referred to as the **Party(ies) to the co-managed assets**) for which the Depositary is the appointed depositary bank. These assets will be managed in accordance with the respective investment policies of the Parties to the co-managed assets, each of which is pursuing identical or comparable objectives. Parties to the co-managed assets will only participate in co-managed assets which are in accordance with the stipulations of their respective prospectuses and investment restrictions.
- 6.2 Each Party to the co-managed assets will participate in the co-managed assets in proportion to the assets it has contributed to the co-management. Assets and liabilities will be allocated to each Party to the co-managed assets in proportion to its contribution to the co-managed assets.
- 6.3 Each Party's rights to the co-managed assets apply to each line of investment in the said co-managed assets.
- 6.4 The aforementioned co-managed assets will be formed by the transfer of cash or, where applicable, other assets from each of the Parties participating in the co-managed assets. Thereafter, the Directors and the Management Company may regularly make subsequent transfers to the co-managed assets. The assets can also be transferred back to a Party to the co-managed assets for an amount not exceeding the participation of the said Party to the co-managed assets.
- 6.5 Dividends, interest and other distributions deriving from income generated by the co-managed assets will accrue to each Party to the co-managed assets in proportion to its respective investment. Such income may be kept by the Party to the co-managed assets or reinvested in the co-managed assets.
- 6.6 All charges and expenses incurred in respect of the co-managed assets will be applied to these assets. Such charges and expenses will be allocated to each Party to the co-managed assets in proportion to its respective entitlement to the co-managed assets.
- 6.7 In the case of an infringement of the investment restrictions affecting a Sub-Fund of the Company,

when such a Sub-Fund takes part in co-management and even if the manager has complied with the investment restrictions applicable to the co-managed assets in question, the Directors and the Management Company shall ask the manager to reduce the investment in question in proportion to the participation of the Sub-Fund concerned in the co-managed assets or, where applicable, reduce its participation in the co-managed assets to a level that respects the investment restrictions of the Sub-Fund.

- 6.8** When the Company is liquidated or when the Directors and the Management Company decide, without prior notice, to withdraw the participation of the Company or a Sub-Fund from co-managed assets, the co-managed assets will be allocated to the Parties to the co-managed assets in proportion to their respective participation in the co-managed assets.
- 6.9** The investor must be aware of the fact that such co-managed assets are employed solely to ensure effective management inasmuch as all Parties to the co-managed assets have the same depository bank. Co-managed assets are not distinct legal entities and are not directly accessible to investors. However, the assets and liabilities of each Sub-Fund of the Company will be constantly separated and identifiable.

## **7. RISK FACTORS**

Before making an investment decision with respect to Shares of any Class in any Sub-Fund, prospective investors should carefully consider all of the information set out in this Prospectus and the relevant Special Section, as well as their own personal circumstances. Prospective investors should have particular regard to, among other matters, the considerations set out in this Section and under the Sections "Specific risk factors" and "Profile of the typical investor" in the relevant Special Section. The risk factors referred to therein, and in this document, alone or collectively, may reduce the return on the Shares of any Sub-Fund and could result in the loss of all or a proportion of a Shareholder's investment in the Shares of any Sub-Fund. The price of the Shares of any Sub-Fund can go down as well as up and their value is not guaranteed. Shareholders may not receive, at redemption or liquidation, the amount that they originally invested in any Class or any amount at all.

The risks may include or relate to equity markets, bond markets, foreign exchange rates, interest rates, credit risk, the use of derivatives, counterparty risk, market volatility and political risks. The risk factors set out in this Prospectus or, as the case may be, the key information document, the KIID(s) and the relevant Special Section are not exhaustive. There may be other risks that a prospective investor should consider that are relevant to its own particular circumstances or generally.

An investment in the Shares of any Sub-Fund is only suitable for investors who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

Before making any investment decision with respect to the Shares, prospective investors should consult their own stockbroker, bank manager, lawyer, solicitor, accountant and/or financial adviser and carefully review and consider such an investment decision in the light of the foregoing and the prospective investor's personal circumstances.

The Company is intended to be a medium to long-term investment vehicle (depending on the investment policy of the relevant Sub-Funds). Shares may however be redeemed on each Valuation Day. Substantial redemptions of Shares by Shareholders within a limited period of time could cause the Company to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of both the Shares being redeemed and the outstanding Shares. In addition, regardless of the period of time in which redemptions occur, the resulting reduction in the Net Asset Value per Share could make it more difficult for the Company to generate trading profits or recover losses.

## **7.1 Investors rights – Nominee arrangements**

The Company draws the investors' attention to the fact that any investor will only be able to fully exercise his/her/its investor rights directly against the Company, in particular the right to participate in general meetings of the Shareholders, if the investor is registered himself/herself/itself and in his/her/its own name in the Register. In cases where an investor invests in the Company through an intermediary investing into the Company in his/her/its own name but on behalf of the investor, (i) it may not always be possible for the investor to exercise certain shareholder rights directly against the Company and (ii) investors' right to be compensated in case of significant Net Asset Value calculation errors and/or other errors at the level of the Company may be affected. Investors are advised to take advice on their rights.

## **7.2 Investments in Transferable Securities**

Investments in fixed income securities such as corporate bonds may involve credit risk including default risk and credit spread risk. Furthermore, a relevant Sub-Fund may be exposed to the integrity of the issuer's management, its commitment to repay the loan, its qualification, its operating record, its emphasis in strategic direction, financial philosophy, operational management and control systems as well as to its capacity and ability to generate cash flow to repay its debt obligations. A Sub-Fund may invest in debt instruments which are issued without any guarantee, letter of credit, debt insurance or collateral including junior debt.

Investments in stock-listed equities embed equity risk including failures of the issuer and substantial declines in value at any stage. Investments in listed equities made by a Sub-Fund depend for a large part of their performance on the evolution of the stock markets. Sales of equity may sometimes only be achievable at a significant discount to quoted market prices, if at all. Equity holders in general rank below debt holders and so are exposed to higher risks.

A Sub-Fund may invest in Transferable Securities issued in emerging markets and/or issued by issuers located, active or strongly exposed to emerging markets. Certain risks are more prevalent in emerging markets than in other markets, such as high inflation, macroeconomic volatility, capital restrictions and controls and political risks.

A Sub-Fund may invest in Transferable Securities issued by small or medium size companies. There are certain risks associated with investing in small or medium capitalised stocks and the securities of small companies. The market prices of these securities may be more volatile than those of larger companies. Because small companies normally have fewer shares outstanding than larger companies it may be more difficult to buy and sell significant amounts of shares without affecting market prices. There is typically less publicly available information about these companies than for larger companies. The lower capitalisation of these companies and the fact that small companies may have smaller product lines and command a smaller market share than larger companies may make them more vulnerable to fluctuation in the economic cycle.

## **7.3 Investments in emerging markets**

- (a) In certain countries, there is the possibility of expropriation of assets, confiscatory taxation, political or social instability or diplomatic developments which could affect investment in those countries. There may be less publicly available information about certain financial instruments than some investors would find customary and entities in some countries may not be subject to accounting, auditing and financial reporting standards and requirements comparable to those to which certain investors may be accustomed. Certain financial markets, while generally growing in volume, have for the most part, substantially less volume than more developed markets, and securities of many companies are less liquid and their prices more volatile than securities of comparable companies in more sizeable markets. There are also varying levels of government supervision and regulation of exchanges, financial institutions

and issuers in various countries. In addition, the manner in which foreign investors may invest in securities in certain countries, as well as limitations on such investments, may affect the investment operations of the Sub-Funds.

- (b) Emerging country debt will be subject to high risk and will not be required to meet a minimum rating standard and may not be rated for creditworthiness by any internationally recognised credit rating organisation. The issuer or governmental authority that controls the repayment of an emerging country's debt may not be able or willing to repay the principal and/or interest when due in accordance with the terms of such debt. As a result of the foregoing, a government obligor may default on its obligations. If such an event occurs, the Company may have limited legal recourse against the issuer and/or guarantor. Remedies must, in some cases, be pursued in the courts of the defaulting party itself, and the ability of the holder of foreign government debt securities to obtain recourse may be subject to the political climate in the relevant country. In addition, no assurance can be given that the holders of commercial debt will not contest payments to the holders of other foreign government debt obligations in the event of default under their commercial bank loan agreements.
- (c) Settlement systems in emerging markets may be less well organised than in developed markets. Thus, there may be a risk that settlement may be delayed and that cash or securities of the Sub-Funds may be in jeopardy because of failures or of defects in the systems. In particular, market practice may require that payment shall be made prior to receipt of the security which is being purchased or that delivery of a security must be made before payment is received. In such cases, default by a broker or bank (the **Counterparty**) through whom the relevant transaction is effected might result in a loss being suffered by Sub-Funds investing in emerging market securities.
- (d) The Company will seek, where possible, to use Counterparties whose financial status is such that this risk is reduced. However, there can be no certainty that the Company will be successful in eliminating this risk for the Sub-Funds, particularly as Counterparties operating in emerging markets frequently lack the substance or financial resources of those in developed countries.
- (e) There may also be a danger that, because of uncertainties in the operation of settlement systems in individual markets, competing claims may arise in respect of securities held by or to be transferred to the Sub-Funds. Furthermore, compensation schemes may be non-existent or limited or inadequate to meet the Company's claims in any of these events.

#### **7.4 Investments in small capitalisation companies**

There are certain risks associated with investing in small cap stocks and the securities of small companies. The market prices of these securities may be more volatile than those of larger companies. Because small companies normally have fewer shares outstanding than larger companies it may be more difficult to buy and sell significant amounts of shares without affecting market prices. There is typically less publicly available information about these companies than for larger companies. The lower capitalisation of these companies and the fact that small companies may have smaller product lines and command a smaller market share than larger companies may make them more vulnerable to fluctuation in the economic cycle.

#### **7.5 Investments in Contingent Convertible Bonds (the CoCos)**

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

- (a) Trigger threshold risk

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

(b) Capital structure inversion risk

Contrary to the classic capital hierarchy, CoCos investment may be exposed to the risk of loss of capital while equity holders may not.

(c) Discretionary coupon cancellation

Coupon payments are entirely discretionary and may be cancelled by the issuer at any point.

(d) Risk associated with the innovative structure of CoCos

Given the lack of past experience with these instruments, it is uncertain how they will perform under certain market conditions (for example, a general problem with the asset class).

(e) Deferred redemption risk

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

Investments are often made in these types of instruments because of their attractive return, owing to the complexity involved, which only a well-informed investor may be in a position to understand.

## 7.6 Sustainability Risks

Sustainability risk means an ESG event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of a Sub-Fund's investment (the "**Sustainability Risks**"). Sustainability Risks can either represent a risk of their own or have an impact on other risks and may contribute significantly to risks, such as market risks, operational risks, liquidity risks or counterparty risks. Sustainability Risks may have an impact on long-term risk adjusted returns for investors. Assessment of Sustainability Risks is complex and may be based on ESG data, which is difficult to obtain and incomplete, estimated, out of date or otherwise materially inaccurate. Even when identified, there can be no guarantee that these data will be correctly assessed.

## 7.7 Use of Financial Derivative Instruments

Certain Sub-Funds are authorised to use Financial Derivative Instruments either for hedging or efficient portfolio management purposes or as part of their investment strategies as described in the relevant Special Sections. Unless stated otherwise in a Special Section, a Sub-Fund which uses Financial Derivative Instruments will do so for hedging and/or efficient portfolio management purposes only. Sub-Funds using derivatives will do so within the limits specified in Section 4.

While the prudent use of Financial Derivative Instruments can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. The following is a general discussion of important risk factors and issues concerning the use of derivatives that investors should understand before investing in a Sub-Fund.

## 7.8 Market risk

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

## **7.9 Control and monitoring**

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

## **7.10 Liquidity risk**

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

## **7.11 Counterparty risk**

A Sub-Fund may enter into transactions in OTC markets, which will expose the Sub-Funds to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, a Sub-Fund may enter into swap arrangements (including total return swaps) or other derivative techniques as specified in the relevant Special Section, each of which exposes the Sub-Fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, a Sub-Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. However, this risk is limited in view of the investment restrictions laid down in under Section 4 of the General Section. No counterparty of the Company or a Sub-Fund involved in such transactions is subject to the general supervision of the Depositary to the extent such counterparty does not hold assets of the Company or a Sub-Fund.

## **7.12 Different maturity**

The Company will enter into derivative contracts with a maturity date which may be different from the maturity date of the Sub-Fund. There can be no assurance that any new derivative contracts entered into will have terms similar to those previously entered into.

## **7.13 Other risks**

Other risks in using derivatives include the risk of differing valuations of derivatives arising out of different permitted valuation methods and the inability of derivatives to correlate perfectly with underlying securities, rates and indices. Many derivatives, in particular OTC Derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals which often are acting as counterparties to the transaction to be valued. Inaccurate

valuations can result in increased cash payment requirements to counterparties or a loss of value to a Sub-Fund. However, this risk is limited as the valuation method used to value OTC Derivatives must be verifiable by an independent auditor.

Derivatives do not always perfectly or even highly correlate or track the value of the securities, rates or indices they are designed to track. Consequently, a Sub-Fund's use of derivative techniques may not always be an effective means of, and sometimes could be counterproductive to, following a Sub-Fund's investment objective.

#### **7.14 Particular risks in relation to interest rate, currency, total return swaps, credit default swaps and interest rate swaptions**

A Sub-Fund may, as a part of its investment policy, enter into interest rate, currency, total return swaps, credit default swaps and interest rate swaptions agreements. Interest rate swaps involve the exchange by a Sub-Fund with another party of their respective commitments to pay or receive interest, such as an exchange of fixed rate payments for floating rate payments. Currency swaps may involve the exchange of rights to make or receive payments in specified currencies. Total return swaps involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments.

Where a Sub-Fund enters into interest rate or total return swaps on a net basis, the two payment streams are netted out, with each Sub-Fund receiving or paying, as the case may be, only the net amount of the two payments. Interest rate or total return swaps entered into on a net basis do not involve the physical delivery of investments, other underlying assets or principal. Accordingly, it is intended that the risk of loss with respect to interest rate swaps is limited to the net amount of interest payments that the Sub-Fund is contractually obligated to make (or in the case of total return swaps, the net amount of the difference between the total rate of return of a reference investment, index or basket of investments and the fixed or floating payments). If the other party to an interest rate or total return swap defaults, in normal circumstances the Sub-Fund's risk of loss consists of the net amount of interest or total return payments that the Sub-Fund is contractually entitled to receive. In contrast, currency swaps usually involve the delivery of the entire principal value of one designated currency in exchange for the other designated currency. Therefore, the entire principal value of a currency swap is subject to the risk that the other party to the swap will default on its contractual delivery obligations.

A Sub-Fund may use credit default swaps. A credit default swap is a bilateral financial contract in which one counterparty (the protection buyer) pays a periodic fee in return for a contingent payment by the protection seller following a credit event of a reference issuer. The protection buyer must either sell particular obligations issued by the reference issuer for its par value (or some other designated reference or strike price) when a credit event (such as bankruptcy or insolvency) occurs or receive a cash settlement based on the difference between the market price and such reference price.

A Sub-Fund may use credit default swaps in order to hedge the specific credit risk of some of the issuers in its portfolio by buying protection. In addition, a Sub-Fund may buy protection under credit default swaps without holding the underlying assets provided that the aggregate premiums paid together with the present value of the aggregate premiums still payable in connection with credit default swaps purchased may not, at any time, exceed the net assets of the relevant Sub-Fund.

A Sub-Fund may also sell protection under credit default swaps in order to acquire a specific credit exposure. In addition, the aggregate commitments in connection with such credit default swaps may not, at any time, exceed the value of the net assets of the relevant Sub-Fund.

A Sub-Fund may also purchase a receiver or payer interest rate swaption contract. These give the purchaser the right, but not the obligation to enter into an interest rate swap at a pre-set interest rate within a specified period of time. The interest rate swaption buyer pays a premium to the seller for this right. A receiver interest rate swaption gives the purchaser the right to receive fixed payments in return



for paying a floating rate of interest. A payer interest rate swaption would give the purchaser the right to pay a fixed rate of interest in return for receiving a floating rate payment stream.

The use of interest rate, currency, total return swaps, credit default swaps and interest rate swaptions is a highly specialised activity which involves investment techniques and risks different from those associated with ordinary portfolio securities transactions. If the Company and/or Investment Manager is incorrect in its forecasts of market values, interest rates and currency exchange rates, the investment performance of the Sub-Fund would be less favourable than it would have been if these investment techniques were not used.

## **7.15 Investments in China**

Any reference to “China” or “PRC” or “Mainland China” shall refer to the People's Republic of China (excluding Hong Kong, the Macau Special Administrative Region and Taiwan) and the term "Chinese" shall be construed accordingly.

Any reference to “RMB” shall refer to Renminbi, the official currency of the People's Republic of China, which is used to denote the Chinese currency traded in the onshore and the offshore markets (primarily in the Hong Kong SAR) - to be read as a reference to onshore Renminbi (CNY) and/or offshore Renminbi (CNH) as the context requires.

The following additional risk factors should be taken into consideration when a Sub-Fund is investing in China:

### *Political, Economic and Social Risks in Mainland China*

Investments in Mainland China will be sensitive to any political, social and diplomatic developments which may take place in or in relation to Mainland China. Investors should note that any change in the policies of the PRC may adversely impact on the securities markets in Mainland China as well as the performance of the Sub-Fund.

### *Mainland China Economic Risks*

The economy of Mainland China differs from the economies of most developed countries in many respects, including with respect to government involvement in its economy, level of development, growth rate and control of foreign exchange. The regulatory and legal framework for capital markets and companies in Mainland China is not well developed when compared with those of developed countries.

The economy in Mainland China has experienced rapid growth in recent years. However, such growth may or may not continue, and may not apply evenly across different sectors of Mainland China's economy. All these may have an adverse impact on the performance of the Sub-Fund.

### *Legal and Regulatory Risk in Mainland China*

The legal system of Mainland China is based on written laws and regulations. However, many of these laws and regulations are still untested and the enforceability of such laws and regulations remains unclear. In particular, the PRC regulations which govern currency exchange in Mainland China are relatively new and their application is uncertain. Such regulations also empower the China Securities Regulatory Commission (the “CSRC”) and the PRC State Administration of Foreign Exchange (“SAFE”) to exercise discretion in their respective interpretation of the regulations, which may result in increased uncertainties in their application.

### *Single Country Investment / Concentration Risk*

As a Sub-Fund may invest substantially in securities related to the growth of the PRC, it might be subject to risks inherent in the China market and additional concentration risks. Such Sub-Fund's portfolio may not be as well diversified in terms of the number of holdings and the number of issuers of securities that it may invest in as a broad-based fund, such as a global equity fund. Shareholders should also be aware that the Sub-Fund is likely to be more volatile than a broadbased fund as it is more susceptible to fluctuations in value resulting from limited number of holdings or from adverse conditions in the respective countries.

### *Onshore versus offshore Renminbi differences risk*

While both onshore Renminbi ("CNY") and offshore Renminbi ("CNH") are the same currency, they are traded in different and separated markets. CNY and CNH are traded at different rates and their movement may not be in the same direction. Although there has been a growing amount of Renminbi held offshore (i.e. outside the PRC), CNH cannot be freely remitted into the PRC and is subject to certain restrictions, and vice versa. Investors should note that:

- (i) subscriptions and redemptions of shares may be converted to/from CNH and the investors will bear the forex expenses associated with such conversion and the risk of a potential difference between the CNY and CNH rates; and
- (ii) the liquidity and trading price of the Sub-Fund may also be adversely affected by the rate and liquidity of Renminbi outside the PRC.

### *China-A Shares Investment Risks*

Risks relating to China A-Shares market - The existence of a liquid trading market for China A-Shares may depend on whether there is supply of, and demand for, such China A-Shares. The price at which securities may be purchased or sold by the Sub-Fund and the Net Asset Value of the Sub-Fund may be adversely affected if trading markets for China A-Shares are limited or absent. The China A-Share market may be more volatile and unstable (for example, due to the risk of suspension of a particular stock or government intervention). Market volatility and settlement difficulties in the China A-Share markets may also result in significant fluctuations in the prices of the securities traded on such markets and thereby may affect the value of the Sub-Fund.

Securities exchanges in China typically have the right to suspend or limit trading in any security traded on the relevant exchange. In particular, trading band limits are imposed by the Shanghai Stock Exchange, the Shenzhen Stock Exchange and any other stock exchange that may open in the PRC in the future ("PRC Stock Exchanges") on China A-Shares, where trading in any China A-Share security on the relevant PRC Stock Exchange may be suspended if the trading price of the security has increased or decreased to the extent beyond the trading band limit. In addition, it is possible that the PRC government, relevant PRC stock exchanges and/or relevant regulatory authorities may from time to time introduce new measures to control the risk of substantial fluctuations in the China A-Shares market. A suspension will render it impossible for the Investment Manager to liquidate positions and can thereby expose the Sub-Fund to significant losses. Further, when the suspension is subsequently lifted, it may not be possible for the Investment Manager to liquidate positions at a favourable price.

### *PRC Taxation Risk*

The Sub-Fund may be subject to withholding income tax ("WIT") and other taxes imposed in Mainland

China.

#### 1. Corporate Income Tax ("CIT")

If the Sub-Fund is considered as a tax resident enterprise of the PRC, it will be subject to CIT at 25% on its worldwide taxable income. If the Sub-Fund is considered as a non-tax resident enterprise with an establishment or place of business ("PE") in the PRC, the profits attributable to that PE would be subject to CIT at 25%.

Under the PRC CIT Law effective from 1 January 2008, if the Sub-Fund is a non-PRC resident enterprise without a PE in the PRC, the income derived by it from the investment in PRC securities will generally be subject to a WIT at the rate of 10%, unless exempt or reduced under specific tax circulars or relevant tax treaty.

The Investment Manager intends to manage and operate the Sub-Fund in such a manner that the Sub-Fund should not be treated as a PRC tax resident enterprise or a non-tax resident enterprise with a PE in the PRC for CIT purposes, although this cannot be guaranteed.

#### 2. Dividend and Interest

Currently, a 10% PRC WIT is payable on interests and dividends derived from PRC securities by a foreign investor which is deemed as a non-tax resident enterprise without a PE in China for PRC CIT purposes. The entity distributing such dividend or interests is required to withhold WIT.

#### 3. Capital gain

Trading of China A-Shares and A-Share Access Products

On 14 November 2014, the Ministry of Finance (the "MoF"), the State Administration of Taxation (the "SAT") and the China Securities Regulatory Commission (the "CSRC") jointly released Caishui [2014] No.81 (the "Notice 81") which stipulates that PRC CIT will be temporarily exempted on capital gains derived by foreign investors on the trading of China A-Shares through Shanghai-Hong Kong Stock Connect. PRC CIT on capital gains derived by foreign investors in trading of China A-Shares through Shenzhen-Hong Kong Stock Connect will also be temporarily exempted as stipulated under Caishui [2016] No. 127 (the "Notice 127") which was released on 5 November 2016.

#### 4. Value Added Tax ("VAT"):

On 23 March 2016, the MoF and SAT issued Caishui [2016] No. 36 (the "Notice 36") which is effective since 1 May 2016, unless otherwise stipulated therein. The Notice 36 provides that interest income and gains derived from marketable securities in the PRC should be subject to VAT at 6%.

##### (i) Capital gains

Under the Notice 36 and the Notice 127, gains realised from trading of A-Shares through Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect are exempted from VAT.

The VAT regulations do not specifically exempt VAT on the gains realised by foreign investors from trading of China B Shares. However, as a matter of practice the VAT has not been strictly enforced by local tax bureau on capital gains derived by foreign investors from the trading (i.e. both buy and sales) of B-Shares. It is important to note that the actual practice varies according to location.

##### (ii) Dividend and Interest

Dividend income or profit distributions on equity investment and deposit interest income derived from China are not included in the taxable scope of VAT.

If VAT is applicable, there are also other local surtaxes (including Urban Maintenance and Construction Tax, Education Surcharge, Local Education Surcharge and River Maintenance Surcharge, etc) that could amount to as high as 12% of the VAT payable.

The Investment Manager's current policy on tax provisions is available upon request.

#### 5. Stamp duty:

Stamp duty under the PRC laws generally applies to the execution and receipt of all taxable documents listed in the PRC's Provisional Rules on Stamp Duty. Stamp duty is levied on the execution or receipt in China of certain documents, including contracts for the sale of China A-Shares and China B Shares traded on the PRC stock exchanges. In the case of contracts for sale of China A-Shares and China B Shares, such stamp duty is currently imposed on the seller but not on the purchaser, at the rate of 0.1%.

Tax Provisioning policy of the Sub-Fund:

In light of the above, the Investment Manager will at present implement the following PRC tax provisioning policy:

1. The Sub-Fund will not make WIT provision for gross realised and unrealised capital gains from trading of PRC equity investment assets (including China A-Shares).
2. The Sub-Fund will make a provision of 10% on dividend from China A-Shares, dividend from securities investments funds and interest from RMB bank deposits if WIT is not withheld at source.

General:

It should also be noted that the prevailing PRC tax regulations specified that the tax exemption on capital gains derived from the trading of China A-Shares from 17 November 2014 onwards is temporary. There is a possibility of the PRC tax rule, regulations and practice being changed and taxes being applied retrospectively. As such, there are also risks and uncertainties associated with the current PRC tax laws, regulations and practice. As such, there is a risk that any tax provision made by the Investment Manager in respect of the Sub-Funds may be more than or less than the Sub-Fund's actual tax liabilities. Consequently, investors may be advantaged or disadvantaged depending upon the final outcome of how such capital gains will be taxed, the level of provision and when they subscribed and/or redeemed in/from the Sub-Fund.

If the actual tax levied by the PRC tax authorities is higher than that provided for by the Investment Manager so that there is a shortfall in the tax provision amount, investors should note that the net asset value of the Sub-Fund may suffer more than the tax provision amount as the Sub-Fund will ultimately have to bear the additional tax liabilities. In this case, the then existing and new investors will be disadvantaged. On the other hand, if the actual tax levied by the PRC tax authorities is lower than that provided for by the Investment Manager so that there is an excess in the tax provision amount, investors who have redeemed the shares before the actual tax liability is determined will be disadvantaged as they would have borne the loss from the Investment Manager's overprovision. In this case, the then existing and new investors may benefit if the difference between the tax provision and the actual tax liability can be returned to the account of the Sub-Fund as assets thereof. Notwithstanding the above provisions, investors who have already redeemed their shares in the Sub-Fund will not be entitled or have any right to claim any part of such overprovision.

Various tax reform policies have been implemented by the PRC government in recent years, and existing tax laws and regulations may be revised or amended in the future. There is a possibility that the current tax laws,

regulations and practice in the PRC will be changed with retrospective effect in the future and any such change may have an adverse effect on the asset value of the Sub-Fund. Moreover, there is no assurance that tax incentives currently offered to foreign companies, if any, will not be abolished and the existing tax laws and regulations will not be revised or amended in the future. Any changes in tax policies may reduce the after-tax profits of the companies in the PRC which the Sub-Fund invests in, thereby reducing the income from, and/or value of the shares.

Investors should seek their own tax advice on their tax position with regard to their investment in any Sub-Fund.

#### Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect

The Shanghai-Hong Kong Stock Connect is a securities trading and clearing links program developed by Hong Kong Exchanges and Clearing Limited ("HKEX"), Shanghai Stock Exchange ("SSE") and China Securities Depository and Clearing Corporation Limited ("ChinaClear") and the Shenzhen-Hong Kong Stock Connect is a securities trading and clearing links program developed by HKEX, Shenzhen Stock Exchange ("SZSE") and ChinaClear. The aim of Stock Connect is to achieve mutual stock market access between the PRC and Hong Kong.

The Shanghai-Hong Kong Stock Connect comprises a Northbound Shanghai Trading Link and a Southbound Hong Kong Trading Link under Shanghai-Hong Kong Stock Connect. Under the Northbound Shanghai Trading Link, Hong Kong and overseas investors (including the Sub-Fund), through its Hong Kong broker and a securities trading service company established by SEHK, may be able to trade eligible China A-Shares listed on the SSE by routing orders to SSE. Under the Southbound Hong Kong Trading Link under Shanghai-Hong Kong Stock Connect, investors in the PRC will be able to trade certain stocks listed on the SEHK. Under a joint announcement issued by the SFC and CSRC on 10 November 2014 the Shanghai-Hong Kong Stock Connect commenced trading on 17 November 2014.

Under the Shanghai-Hong Kong Stock Connect, the Sub-Fund, through its Hong Kong broker may trade certain eligible shares listed on the SSE. These include all the constituent stocks from time to time of the SSE 180 Index and SSE 380 Index, and all the SSE-listed China A-Shares that are not included as constituent stocks of the relevant indices but which have corresponding H-Shares listed on SEHK, except the following:

- SSE-listed shares which are not traded in RMB; and
- SSE-listed shares which are included in the "risk alert board".

It is expected that the list of eligible securities will be subject to review.

The trading is subject to rules and regulations issued from time to time. Trading under the Shanghai-Hong Kong Stock Connect is subject to a daily quota ("Daily Quota"). Northbound Shanghai Trading Link and Southbound Hong Kong Trading Link under the Shanghai-Hong Kong Stock Connect will be subject to a separate set of Daily Quota. The Daily Quota limits the maximum net buy value of cross-boundary trades under the Shanghai-Hong Kong Stock Connect each day.

The Shenzhen-Hong Kong Stock Connect comprises a Northbound Shenzhen Trading Link and a Southbound Hong Kong Trading Link under Shenzhen-Hong Kong Stock Connect. Under the Northbound Shenzhen Trading Link, Hong Kong and overseas investors (including the Sub-Fund), through their Hong Kong broker and a securities trading service company established by SEHK, may be able to trade eligible China A-Shares listed on the SZSE by routing orders to SZSE. Under the Southbound Hong Kong Trading Link under Shenzhen-Hong Kong Stock Connect investors in the PRC will be able to trade certain stocks listed on the SEHK. The Shenzhen-Hong Kong Stock Connect has commenced trading on 5 December 2016.

Under the Shenzhen-Hong Kong Stock Connect, the Sub-Fund, through its Hong Kong brokers may trade certain eligible shares listed on the SZSE. These include any constituent stock of the SZSE Component Index and SZSE Small/Mid Cap Innovation Index which has a market capitalisation of RMB6 billion or above and all SZSE-listed shares of companies which have issued both China A-Shares and H Shares. At the initial stage of the Northbound Shenzhen Trading Link, investors eligible to trade shares that are listed on the ChiNext Board of SZSE under the Northbound Shenzhen Trading Link will be limited to institutional professional investors as defined in the relevant Hong Kong rules and regulations.

It is expected that the list of eligible securities will be subject to review.

The trading is subject to rules and regulations issued from time to time. Trading under the Shenzhen-Hong Kong Stock Connect will be subject to a Daily Quota. Northbound Shenzhen Trading Link and Southbound Hong Kong Trading Link under the Shenzhen-Hong Kong Stock Connect will be subject to a separate set of Daily Quota. The Daily Quota limits the maximum net buy value of cross-boundary trades under the Shenzhen-Hong Kong Stock Connect each day.

The Hong Kong Securities Clearing Company Limited ("HKSCC"), a wholly-owned subsidiary of HKEX, and ChinaClear will be responsible for the clearing, settlement and the provision of depository, nominee and other related services of the trades executed by their respective market participants and investors. The China A-Shares traded through Stock Connects are issued in scripless form, and investors will not hold any physical China A-Shares.

Although HKSCC does not claim proprietary interests in the SSE and SZSE securities held in its omnibus stock accounts in ChinaClear, ChinaClear as the share registrar for SSE and SZSE listed companies will still treat HKSCC as one of the shareholders when it handles corporate actions in respect of such SSE and SZSE securities.

SSE-/SZSE-listed companies usually announce information regarding their annual general meetings/extraordinary general meetings about two to three weeks before the meeting date. A poll is called on all resolutions for all votes. HKSCC will advise the Hong Kong Central Clearing and Settlement System ("CCASS") participants of all general meeting details such as meeting date, time, venue and the number of resolutions.

Under the Stock Connects, Hong Kong and overseas investors will be subject to the fees and levies imposed by SSE, SZSE, ChinaClear, HKSCC or the relevant Mainland Chinese authority when they trade and settle SSE Securities and SZSE securities. Further information about the trading fees and levies is available online at the website: [http://www.hkex.com.hk/eng/market/sec\\_tradinfra/chinaconnect/chinaconnect.html](http://www.hkex.com.hk/eng/market/sec_tradinfra/chinaconnect/chinaconnect.html).

In accordance with the UCITS requirements, the Depositary Bank shall provide for the safekeeping of the Sub-Fund's assets in the PRC through its Global Custody Network. Such safekeeping is in accordance with the conditions set down by UCITS V provision and relevant Luxembourg laws and regulations, which provide, among others, that assets of the Sub-Fund are properly segregated and not lost due to insolvency of the third party to whom safekeeping functions are delegated and that assets of the Sub-Fund are not reused by such third party on its own account.

In addition to risks regarding the Chinese market and risks related to investments in RMB, investments through the Stock Connect are subject to the following additional risks:

#### Quota Limitations

The Stock Connects are subject to quota limitations. In particular, the Stock Connects are subject to a daily

quota which does not belong to the Sub-Fund and can only be utilised on a first-come-first-served basis. Once the daily quota is exceeded, buy orders will be rejected (although investors will be permitted to sell their cross-boundary securities regardless of the quota balance). Therefore, quota limitations may restrict the Sub-Fund's ability to invest in China A-Shares through the Stock Connects on a timely basis, and the Sub-Fund may not be able to effectively pursue its investment strategy.

#### Legal / Beneficial Ownership

The SSE and SZSE shares in respect of the Sub-Fund are held by the Depository/ sub-custodian in accounts in the CCASS maintained by the HKSCC as central securities depository in Hong Kong. HKSCC in turn holds the SSE and SZSE shares, as the nominee holder, through an omnibus securities account in its name registered with ChinaClear for each of the Stock Connects. The precise nature and rights of the Sub-Fund as the beneficial owners of the SSE and SZSE shares through HKSCC as nominee is not well defined under PRC law. There is lack of a clear definition of, and distinction between, "legal ownership" and "beneficial ownership" under PRC law and there have been few cases involving a nominee account structure in the PRC courts. Therefore, the exact nature and methods of enforcement of the rights and interests of the Sub-Fund under PRC law is uncertain. Because of this uncertainty, in the unlikely event that HKSCC becomes subject to winding up proceedings in Hong Kong it is not clear if the SSE and SZSE shares will be regarded as held for the beneficial ownership of the Sub-Fund or as part of the general assets of HKSCC available for general distribution to its creditors.

#### Clearing and Settlement Risk

HKSCC and ChinaClear have established the clearing links and each has become a participant of the other to facilitate clearing and settlement of cross-boundary trades. For cross-boundary trades initiated in a market, the clearing house of that market will on one hand clear and settle with its own clearing participants, and on the other hand undertake to fulfil the clearing and settlement obligations of its clearing participants with the counterparty clearing house.

As the national central counterparty of the PRC's securities market, ChinaClear operates a comprehensive network of clearing, settlement and stock holding infrastructure. ChinaClear has established a risk management framework and measures that are approved and supervised by the CSRC. The chances of ChinaClear default are considered to be remote. In the remote event of a ChinaClear default, HKSCC's liabilities in SSE and SZSE shares under its market contracts with clearing participants will be limited to assisting clearing participants in pursuing their claims against ChinaClear. HKSCC should in good faith, seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or through ChinaClear's liquidation. In that event, the Sub-Fund may suffer delay in the recovery process or may not fully recover its losses from ChinaClear.

#### Suspension Risk

Each of the SEHK, SSE and SZSE reserves the right to suspend trading if necessary for ensuring an orderly and fair market and that risks are managed prudently. Consent from the relevant regulator would be sought before a suspension is triggered. Where a suspension is effected, the Sub-Fund's ability to access the PRC market will be adversely affected.

#### Differences in Trading Day

The Stock Connects only operate on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. So it is possible that there are occasions when it is a normal trading day for the PRC market but the Sub-Fund cannot carry out any China A-Shares trading via the Stock Connects. The Sub-Fund may be subject to a risk of price fluctuations in China A-Shares during the time when any of the Stock Connects is not trading as a result.

## Restrictions on Selling Imposed by Front-end Monitoring

PRC regulations require that before an investor sells any share, there should be sufficient shares in the account; otherwise the SSE or SZSE will reject the sell order concerned. SEHK will carry out pre-trade checking on China A-Share sell orders of its participants (i.e. the stock brokers) to ensure there is no over-selling.

If the Sub-Fund intends to sell certain China A-Shares it holds, it must transfer those China A-Shares to the respective accounts of its broker(s) before the market opens on the day of selling ("trading day"). If it fails to meet this deadline, it will not be able to sell those shares on the trading day. Because of this requirement, the Sub-Fund may not be able to dispose of its holdings of China A-Shares in a timely manner.

## Operational Risk

The Stock Connects are premised on the functioning of the operational systems of the relevant market participants. Market participants are permitted to participate in this program subject to meeting certain information technology capability, risk management and other requirements as may be specified by the relevant exchange and/or clearing house.

The securities regimes and legal systems of the two markets differ significantly and market participants may need to address issues arising from the differences on an on-going basis. There is no assurance that the systems of the SEHK and market participants will function properly or will continue to be adapted to changes and developments in both markets. In the event that the relevant systems fail to function properly, trading in both markets through the program could be disrupted. The Sub-Fund's ability to access the China A-Share market (and hence to pursue its investment strategy) may be adversely affected.

## Regulatory Risk

The current regulations relating to Stock Connects are untested and there is no certainty as to how they will be applied. In addition, the current regulations are subject to change which may have potential retrospective effects and there can be no assurance that the Stock Connects will not be abolished. New regulations may be issued from time to time by the regulators / stock exchanges in the PRC and Hong Kong in connection with operations, legal enforcement and cross-border trades under the Stock Connects. The Sub-Fund may be adversely affected as a result of such changes.

## Recalling of Eligible Stocks

When a stock is recalled from the scope of eligible stocks for trading via the Stock Connects, the stock can only be sold but restricted from being bought. This may affect the investment portfolio or strategies of the Sub-Fund, for example, if the Investment Manager wishes to purchase a stock which is recalled from the scope of eligible stocks.

## No Protection by Investor Compensation Fund

Investment in SSE and SZSE shares via the Stock Connects is conducted through brokers, and is subject to the risks of default by such brokers' in their obligations. Investments of the Sub-Fund are not covered by the Hong Kong's Investor Compensation Fund, which has been established to pay compensation to investors of any nationality who suffer pecuniary losses as a result of default of a licensed intermediary or authorised financial institution in relation to exchange-traded products in Hong Kong. Since default matters in respect of SSE and SZSE shares via Stock Connects do not involve products listed or traded in SEHK or Hong Kong Futures Exchange Limited, they will not be covered by the Investor Compensation Fund. Therefore the Sub-Fund is exposed to the risks of default of the broker(s) it engages in its trading in China A-Shares through the Stock Connects.



## Risks associated with the Small and Medium Enterprise board and/or ChiNext market

The Sub-Fund may invest in the Small and Medium Enterprise ("SME") board and/or the ChiNext market of the Shenzhen Stock Exchange via the Shenzhen-Hong Kong Stock Connect. Investments in the SME board and/or ChiNext market may result in significant losses for the Sub-Fund and its investors. The following additional risks apply:

### Higher fluctuation on stock prices

Listed companies on the SME board and/or ChiNext market are usually of emerging nature with smaller operating scale. Hence, they are subject to higher fluctuation in stock prices and liquidity and have higher risks and turnover ratios than companies listed on the main board of the Shenzhen Stock Exchange.

### Over-valuation risk

Stocks listed on the SME board and/or ChiNext may be overvalued and such exceptionally high valuation may not be sustainable. Stock price may be more susceptible to manipulation due to fewer circulating shares.

### Differences in regulations

The rules and regulations regarding companies listed on ChiNext market are less stringent in terms of profitability and share capital than those in the main board and SME board.

### Delisting risk

It may be more common and faster for companies listed on the SME board and/or ChiNext to delist. This may have an adverse impact on the Sub-Fund if the companies that it invests in are delisted.

## **7.16 Russia**

Investments in Russia and CIS either through the Russian Trading System (RTS) and Moscow Interbank Currency Exchange (MICEX) or on other non-Regulated Markets are subject to increased risk with regard to ownership and custody of securities. There are significant risks inherent in investing in Russia and the CIS including:

- (a) Delays in settling transactions and the risk of loss arising out of the systems of securities registration and custody;
- (b) The lack of corporate governance provisions or general rules or regulations relating to investor protection;
- (c) Pervasiveness of corruption, insider trading, and crime in the Russian and CIS economic systems;
- (d) Difficulties associated in obtaining accurate market valuations of many Russian and CIS securities, based partly on the limited amount of publicly available information;
- (e) Tax regulations are ambiguous and unclear and there is a risk of imposition of arbitrary or onerous taxes;
- (f) The general financial condition of Russian and CIS companies, which may involve particularly large amounts of inter-company debt;

- (g) Banks and other financial systems are not well developed or regulated and as a result tend to be untested and have low credit ratings and
- (h) The risk that the governments of Russia and CIS member states or other executive or legislative bodies may decide not to continue to support the economic reform programs implemented since the dissolution of the Soviet Union. The concept of fiduciary duty on the part of a company's management is generally non-existent. Local laws and regulations may not prohibit or restrict a company's management from materially changing the company's structure without shareholder consent. Foreign investors cannot be guaranteed redress in a court of law for breach of local laws, regulations or contracts. Regulations governing securities investment may not exist or may be applied in an arbitrary and inconsistent manner.

Evidence of legal title in many cases will be maintained in 'book-entry' form and a Sub-Fund could lose its registration and ownership of records are maintained by registrars who are under contract with the issuers. The registrars are neither agents of, nor responsible to, the Company, the Depositary or their local agents in Russia or in the CIS. Transferees of securities have no proprietary rights in respect of securities until their name appears in the register of holders of the securities of the issuer. The law and practice relating to registration of holders of securities are not well developed in Russia and in the CIS and registration delays and failures to register securities can occur. Although Russian and CIS sub-custodians will maintain copies of the registrar's records ("Records") on its premises, such Records may not, however, be legally sufficient to establish ownership of securities. Further a quantity of forged or otherwise fraudulent securities, Records or other documents are in circulation in the Russian and CIS markets and there is therefore a risk that a Sub-Fund's purchases may be settled with such forged or fraudulent securities.

In common with other emerging markets, Russia and the CIS have no central source for the issuance or publication of corporate actions information. The Depositary therefore cannot guarantee the completeness or timeliness of the distribution of corporate actions notifications.

Although exposure to these equity markets is substantially hedged through the use of ADRs and GDRs, Funds may, in accordance with their investment policy, invest in securities which require the use of local depository or custodial services.

#### **7.17 Special purpose acquisition companies ("SPACs")**

The use of SPACs, due to their complex structure, may include different kind of risks such as, but not limited to dilution, liquidity, conflicts of interests or the uncertainty as to the identification, valuation and eligibility of the target company.

#### **7.18 Use of structured finance securities**

Structured finance securities include, without limitation, securitised credit and portfolio credit-linked notes.

Securitised credit is securities primarily serviced, or secured, by the cash flows of a pool of receivables (whether present or future) or other underlying assets, either fixed or revolving. Such underlying assets may include, without limitation, residential and commercial mortgages, leases, credit card receivables as well as consumer and corporate debt. Securitised credit can be structured in different ways, including "true sale" structures, where the underlying assets are transferred to a special purpose entity, which in turn issues the asset-backed securities, and "synthetic" structures, in which not the assets, but only the credit risks associated with them are transferred through the use of derivatives, to a special purpose entity, which issues the securitised credit.

Portfolio credit-linked notes are securities in respect of which the payment of principal and interest is linked

directly or indirectly to one or more managed or unmanaged portfolios of reference entities and/or assets ("**reference credits**"). Upon the occurrence of a credit-related trigger event ("**credit event**") with respect to a reference credit (such as a bankruptcy or a payment default), a loss amount will be calculated (equal to, for example, the difference between the par value of an asset and its recovery value).

Securitised credit and portfolio credit-linked notes are usually issued in different tranches: Any losses realised in relation to the underlying assets or, as the case may be, calculated in relation to the reference credits are allocated first to the securities of the most junior tranche, until the principal of such securities is reduced to zero, then to the principal of the next lowest tranche, and so forth.

Accordingly, in the event that (a) in relation to securitised credit, the underlying assets do not perform and/or (b) in relation to portfolio credit-linked notes, any one of the specified credit events occurs with respect to one or more of the underlying assets or reference credits, this may affect the value of the relevant securities (which may be zero) and any amounts paid on such securities (which may be zero). This may in turn affect the Net Asset Value per Share. In addition the value of structured finance securities from time to time, and consequently the Net Asset Value per Share, may be adversely affected by macro-economic factors such as adverse changes affecting the sector to which the underlying assets or reference credits belong (including industry sectors, services and real estate), economic downturns in the respective countries or globally, as well as circumstances related to the nature of the individual assets (for example, project finance loans are subject to risks connected to the respective project). The implications of such negative effects thus depend heavily on the geographic, sector-specific and type-related concentration of the underlying assets or reference credits. The degree to which any particular asset-backed security or portfolio credit-linked note is affected by such events will depend on the tranche to which such security relates; junior tranches, even having received investment grade rating, can therefore be subject to substantial risks.

Exposure to structured finance securities may entail a higher liquidity risk than exposure to sovereign bonds which may affect their realisation value.

## **7.19 EPM Techniques**

A Sub-Fund may enter into Repurchase Agreements and reverse repurchase agreements<sup>1</sup> as a buyer or as a seller subject to the conditions and limits set out in 5.5. If the other party to a Repurchase Agreement or reverse repurchase agreement should default, the Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the underlying securities and/or other collateral held by the Sub-Fund in connection with the Repurchase Agreement or reverse repurchase agreement are less than the repurchase price or, as the case may be, the value of the underlying securities. In addition, in the event of bankruptcy or similar proceedings of the other party to the Repurchase Agreement or reverse repurchase agreement or its failure otherwise to perform its obligations on the repurchase date, the Sub-Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay and enforcement of the Repurchase Agreement or reverse repurchase agreement.

A Sub-Fund may enter into securities lending transactions<sup>2</sup> subject to the conditions and limits set out in 5.5. If the other party to a securities lending transaction should default, the Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the collateral held by the Sub-Fund in connection with the securities lending transaction are less than the value of the securities lent. In addition, in the event of the bankruptcy or similar proceedings of the other party to the securities lending transaction or its failure to return the securities

---

<sup>1</sup> The Company does not currently enter in reverse repurchase agreements described in the 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) 648/2012, and this Prospectus will be amended before it may do so.

<sup>2</sup> The Company does not currently engage in securities lending transactions described in the 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) 648/2012, and this Prospectus will be amended before it may do so.

as agreed, the Sub-Fund could suffer losses, including loss of interest on or principal of the securities and costs associated with delay and enforcement of the securities lending agreement.

The Sub-Funds will only use Repurchase Agreements, reverse repurchase agreements or securities lending transactions for the purpose of either reducing risks (hedging) or generating additional capital or income for the relevant Sub-Fund. When using such techniques, the Sub-Funds will comply at all times with the provisions set out in 5.5. The risks arising from the use of Repurchase Agreements, reverse repurchase agreements and securities lending transactions will be closely monitored and techniques (including collateral management) will be employed to seek to mitigate those risks. The use of Repurchase Agreements, reverse repurchase agreements and securities lending transactions is generally not expected to have a material adverse impact on a Sub-Fund's performance, subject to the above described risk factors.

## **7.20 Concentration and diversification**

Although any Sub-Fund is subject to specific investment restrictions, the investment policy of a relevant Sub-Fund may be focused on a specific segment, country or region. Consequently, such an investment policy limits the impact of risk spreading which would be higher if the investment policy provides investments across different segments, countries or regions.

## **7.21 Specific restrictions in connection with the Shares**

Investors should note that there may be restrictions in connection with the subscription, holding and trading in the Shares. Such restrictions may have the effect of preventing the investor from freely subscribing, holding or transferring the Shares. In addition to the features described below, such restrictions may also be caused by specific requirements such as a Minimum Subscription Amount or due to the fact that certain Sub-Funds may be closed to additional subscriptions after the Initial Offering Period or Initial Offering Date.

## **7.22 Taxation**

Shareholders should be aware that they may be required to pay income tax, withholding tax, capital gains tax, wealth tax, stamp taxes or any other kind of tax on distributions or deemed distributions of a Sub-Fund, capital gains within a Sub-Fund, whether or not realised, income received or accrued or deemed received within a Sub-Fund etc., and this will be according to the laws and practices of the country where the Shares are purchased, sold, held or redeemed and in the country of residence or nationality of the Shareholder.

Shareholders should be aware of the fact that they might have to pay taxes on income or deemed income received by or accrued within a Sub-Fund. Taxes might be calculated based on income received and/or deemed to be received and/or accrued in a Sub-Fund in relation to their direct investments, whereas the performance of a Sub-Fund, and subsequently the return Shareholders receive after redemption of the Shares, might partially or fully depend on the performance of underlying assets. This can have the effect that the investor has to pay taxes for income or/and a performance which he does not, or does not fully, receive.

Shareholders who are in any doubt as to their tax position should consult their own independent tax advisers. In addition, Shareholders should be aware that tax regulations and their application or interpretation by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment, which will apply at any given time.

## **7.23 Change of law**

The Company must comply with regulatory constraints, such as a change in the laws affecting the investment

restrictions and limits applicable to UCITS, which might require a change in the investment policy and objectives followed by a Sub-Fund.

#### **7.24 Political factors**

The performance of the Shares or the possibility to purchase, sell, or redeem may be affected by changes in general economic conditions and uncertainties such as political developments, changes in government policies, the imposition of restrictions on the transfer of capital and changes in regulatory requirements.

#### **7.25 Fees in underlying undertakings for collective investment**

A Sub-Fund may, subject to the conditions set out in 5.4 of the General Section, invest in other undertakings for collective investment. As an investor in such other undertakings for collective investment, in addition to the fees, costs and expenses payable by a Shareholder in the Sub-Funds, each Shareholder will also indirectly bear a portion of the fees, costs and expenses of the underlying undertakings for collective investment, including management, investment management and, administration and other expenses.

#### **7.26 Transaction costs**

Where a Sub-Fund does not adjust its subscription and redemption prices by an amount representing the duties and charges associated with buying or selling underlying assets this will affect the performance of that Sub-Fund.

### **8. CONFLICTS OF INTEREST AND RESOLUTION OF CONFLICT**

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

#### **Interested dealings**

**8.2** The Directors, the Management Company, the Distributor(s), the Investment Manager, the Investment Adviser, the Depositary, the Domiciliary Agent and the UCI Administrative Agent and any of their respective subsidiaries, affiliates, associates, agents, directors, officers, employees or delegates (together the **Interested Parties** and, each, an **Interested Party**) may:

- contract or enter into any financial, banking or other transaction with one another or with the Company including, without limitation, investment by the Company, in securities in any company or body any of whose investments or obligations form part of the assets of the Company or any Sub-Fund, or be interested in any such contracts or transactions;
- invest in and deal with Shares, securities, assets or any property of the kind included in the property of the Company for their respective individual accounts or for the account of a third party; and
- deal as agent or principal in the sale, issue or purchase of securities and other investments to, or from, the Company through, or with, the Investment Manager or the Depositary or any

subsidiary, affiliate, associate, agent or delegate thereof.

- 8.3** Any assets of the Company in the form of cash may be invested in certificates of deposit or banking investments issued by any Interested Party. Banking or similar transactions may also be undertaken with or through an Interested Party (provided it is licensed to carry out this type of activities).
- 8.4** There will be no obligation on the part of any Interested Party to account to Shareholders for any benefits so arising and any such benefits may be retained by the relevant party.
- 8.5** Any such transactions must be carried out as if effected on normal commercial terms negotiated at arm's length.
- 8.6** All revenues arising from EPM Techniques, net of direct and indirect operational costs, will be accrued to the relevant Sub-Fund.
- 8.7** The Investment Manager may also be appointed as the lending agent of the Company under the terms of a securities lending management agreement. Under the terms of such an agreement, the lending agent is appointed to manage the Company's securities lending activities and is entitled to receive a fee which is in addition to its fee as Investment Manager. The income earned from stock lending will be allocated between the Company and the Investment Manager and the fee paid to the Investment Manager will be at normal commercial rates. Full financial details of the amounts earned and expenses incurred with respect to stock lending for the Company, including fees paid or payable, will be included in the annual and semi-annual financial statements. The Directors will, at least annually, review the stock lending arrangements and associated costs.
- 8.8** The Investment Manager may execute trades through their affiliates on both a principal and agency basis, as may be permitted under applicable law. As a result of these business relationships, the Investment Manager's affiliates will receive, among other benefits, commissions and mark-ups/mark-downs, and revenues associated with providing prime brokerage and other services.
- 8.9** Certain conflicts of interest may arise from the fact that affiliates of the Investment Manager, the Investment Adviser or the Management Company may act as sub-distributors of interests in respect of the Company or certain Sub-Funds. Such entities may also enter into arrangements under which they or their affiliates will issue and distribute notes or other securities the performance of which will be linked to the relevant Sub-Fund.

## **9. SUBSCRIPTION OF SHARES**

### **9.1 General**

- (a) During the Initial Offering Period or Initial Offering Date, the Company is offering the Shares under the terms and conditions as set forth in the relevant Special Section. The Company may offer Shares in one or several Sub-Funds or in one or more Classes in each Sub-Fund.
- (b) After the Initial Offering Period or Initial Offering Date, the Company may offer Shares of each existing Class in each existing Sub-Fund on any day that is a Business Day, as stipulated in the relevant Special Section. The Board may decide that for a particular Class or Sub-Fund no further Shares will be issued after the Initial Offering Period or Initial Offering Date (as will be set forth in the relevant Special Section). The Company may, in its discretion, create new Sub-Funds with different investment objectives and policies or new Classes within each Sub-Fund at any time, details of which shall be set forth in the relevant Special Section.
- (c) Subscriptions are accepted in amounts and for a particular number of Shares.

## 9.2 Subscription price

- (a) Shareholders or prospective investors may subscribe for a Class in a Sub-Fund at a subscription price per Share equal to:
  - (i) the Initial Subscription Price where the subscription relates to the Initial Offering Period or Initial Offering Date; or
  - (ii) the Net Asset Value per Share as of the Valuation Day on which the subscription is effected, where the subscription relates to a subsequent offering (other than the Initial Offering Period or Initial Offering Date) of Shares of an existing Class in an existing Sub-Fund.
- (b) If an investor wants to subscribe Shares, a Subscription Fee of up to 5% of the Net Asset Value per Share may be added to the subscription price to be paid by the investor. The applicable Subscription Fee will be stipulated in the relevant Special Section. This fee will be payable to the Management Company, the Company the Distributor(s), sub-distributors or intermediaries.

## 9.3 Subscription procedure

- (a) Subscriptions may be made only by investors who are not Restricted Persons by:
  - (i) submitting a written subscription request to the Distributor(s) or the UCI Administrative Agent to be received by the UCI Administrative Agent or the Distributor(s) at the time specified in the relevant Special Section; and
  - (ii) delivering to the account of the Depositary cleared funds for the full amount of the subscription price (plus any Subscription Fee) of the Shares being subscribed for pursuant to the subscription request, within such number of Business Days as specified in the relevant Special Section.
- (b) If the Depositary does not receive the funds in time the purchase order may be cancelled and the funds returned to the investor without interest. The investor will be liable for the costs of late or non-payment in which the case the Directors and the Management Company will have the power to redeem all or part of the investor's holding of Shares in the Company in order to meet such costs. In circumstances where it is not practical or feasible to recoup a loss from an applicant for Shares, any losses incurred by the Company due to late or non-payment of the subscription proceeds in respect of subscription applications received may be borne by the Company.
- (c) Subscribers for Shares must make payment in the Reference Currency of the relevant Sub-Fund or Class. Subscription monies received in another currency than the Reference Currency will be exchanged by the UCI Administrative Agent on behalf of the investor at normal banking rates. Any such currency transaction will be effected with the UCI Administrative Agent at the investor's risk and cost. Such currency exchange transactions may delay any transaction in Shares.
- (d) Subscribers for Shares are to indicate the allocation of the subscription monies among one or more of the Sub-Funds and/or Classes offered by the Company.
- (e) In the event that the subscription order is incomplete (i.e., all requested papers are not received

by the UCI Administrative Agent or the Distributor(s) by the relevant deadline set out above) the subscription order will be rejected and a new subscription order will have to be submitted.

- (f) The minimum amount (if any) of Shares of the same Class or of the same Sub-Fund for which a subscriber or Shareholder must subscribe in each Sub-Fund is the amount stipulated in the relevant Special Section as the Minimum Subscription Amount.
- (g) In the event that the Company or the Management Company decides to reject any application to subscribe for, or the purchase of Shares, the monies transferred by a relevant applicant will be returned to the prospective investor without undue delay (unless otherwise provided for by law or regulations).
- (h) The number of Shares issued to a subscriber or Shareholder in connection with the foregoing procedures will be equal to the subscription monies provided by the subscriber or Shareholder, after deduction of the Subscription Fee (if any), divided by:
  - (i) the Initial Subscription Price, in relation to subscriptions made in connection with an Initial Offering Period or Initial Offering Date, or
  - (ii) the Net Asset Value per Share of the relevant Class in the relevant Sub-Fund as of the relevant Valuation Day.
- (i) With regard to the Initial Offering Period or Initial Offering Date, Shares will be issued on the first Business Day following the end of the Initial Offering Period or Initial Offering Date.
- (j) The Company shall recognise rights to fractions of Shares up to four decimal places, rounded up or down to the nearest decimal point. Any purchases of Shares will be subject to the ownership restrictions set forth below. Fractional Shares shall have no right to vote (except to the extent their number is so that they represent a whole Share, in which case, they confer a voting right) but shall have the right to participate pro rata in distributions and allocation of liquidation proceeds.

#### **9.4 Subscription in kind**

At the entire discretion of the Board, Shares may be issued against contributions of transferable securities or other eligible assets to the Sub-Funds provided that these assets are Eligible Investments and the contributions comply with the investment policies and restrictions laid out in the Prospectus and have a value equal to the issue price of the Shares concerned. The assets contributed to the Sub-Fund, as described above, will be valued separately in a special report of the Auditor. These contributions in kind of assets are not subject to brokerage costs. The Board will only have recourse to this possibility (i) at the request of the relevant investor and (ii) if the transfer does not negatively affect current Shareholders. All costs related to a contribution in kind will be paid for by the Sub-Fund concerned provided that they are lower than the brokerage costs which the Sub-Fund would have paid if the assets concerned had been acquired on the market. If the costs relating to the contribution in kind are higher than the brokerage costs which the Sub-Fund concerned would have paid if the assets concerned had been acquired on the market, the exceeding portion thereof will be supported by the subscriber.

#### **9.5 Prevention of money laundering and terrorist financing requirements**

- (a) The Directors will apply national and international regulations for the prevention of money laundering.
- (b) Measures aimed towards the prevention of money laundering require a detailed verification of an investor's identity in accordance with the applicable laws and regulations in Luxembourg



in relation to money laundering obligations, as amended from time to time. The Company (and the UCI Administrative Agent acting on behalf of the Company) reserves the right to request such information as is necessary to verify the identity of an investor in conformity with the before mentioned laws and regulations. In the event of delay or failure by the investor to produce any information required for verification purposes, the Company (and each of the intermediaries and UCI Administrative Agent acting on behalf of the Company) may refuse to accept the application and all subscription monies.

## 9.6 Institutional investors

- (a) The sale of Shares of certain Sub-Funds or Classes may be restricted to institutional investors within the meaning of article 174 of the 2010 Act (**Institutional Investors**) and the Company will not issue or give effect to any transfer of Shares of such Sub-Funds or Classes to any investor who may not be considered as an Institutional Investor. The Company may, at its discretion, delay the acceptance of any subscription for shares of a Sub-Fund or Class restricted to Institutional Investors until such date as it has received sufficient evidence on the qualification of the investor as an Institutional Investor. If it appears at any time that a holder of Shares of a Sub-Fund or Class restricted to Institutional Investors is not an Institutional Investor, the Company will, at its discretion, either redeem the relevant shares in accordance with the provisions under Section 10 of the General Section or convert such Shares into Shares of a Sub-Fund or Class which is not restricted to Institutional Investors (provided there exists such a Sub-Fund or Class with similar characteristics) and which is essentially identical to the restricted Sub-Fund or Class in terms of its investment object (but, for avoidance of doubt, not necessarily in terms of the fees and expenses payable by such Sub-Fund or Class), unless such holding is the result of an error of the Company, the Management Company or their agents, and notify the relevant Shareholder of such conversion.
- (b) Considering the qualification of a subscriber or a transferee as Institutional Investor, the Company will have due regard to the guidelines or recommendations (if any) of the competent supervisory authorities.
- (c) Institutional Investors subscribing in their own name, but on behalf of a third party, may be required to certify that such subscription is made either on behalf of an Institutional Investor or on behalf of a Retail Investor provided in the latter case that the Institutional Investor is acting within the framework of a discretionary management mandate and that the Retail Investor has no right to lay a claim against the Company or the Management Company for direct ownership of the Shares.

## 9.7 Ownership restrictions

A person who is a Restricted Person may not invest in the Company. In addition, each applicant for Shares must certify that it is either (a) not a U.S. Person or (b) a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act. The Company may, in its sole discretion, decline to accept an application to subscribe for Shares from any prospective subscriber, including any Restricted Person or any person failing to make the certification set forth in (a) or (b) above. Shares may not be transferred to or owned by any Restricted Person. The Shares are subject to restrictions on transferability to a U.S. Person and may not be transferred or re-sold except pursuant to an exemption from registration under the Securities Act or an effective registration statement under the Securities Act. In the absence of an exemption or registration, any resale or transfer of any of the Shares in the United States or to U.S. Persons may constitute a violation of US law (See "Important Information – Selling Restrictions"). It is the responsibility of the Board to verify that Shares are not transferred in breach of the above. The Company reserves the right to redeem any Shares which are or become owned, directly or indirectly, by a Restricted Person or (a) in the case of Regulation S Shares, are or become owned, directly or

indirectly, by a U.S. Person or (b) in the case of 144 A Securities, are or become owned, directly or indirectly, by a U.S. Person who is not a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act in accordance with the Articles. Any prospective investor shall only be issued Shares for Institutional Investor if such person provides a representation that it qualifies as an Institutional Investor pursuant to Luxembourg law.

## **10. REDEMPTION OF SHARES**

### **10.1 Redemption**

- (a) Shares in a Sub-Fund may be redeemed at the request of the Shareholders on any Business Day. Redemption request must be sent in writing to the Distributor(s) or the UCI Administrative Agent or such other place as the Company or the Management Company may advise. Redemption request must be received by the UCI Administrative Agent at the time specified in the relevant Special Section on the relevant Business Day. Redemption requests received after this deadline shall be processed on the basis of the Net Asset Value per Share as of the next following Business Day.
- (b) The Board, the Management Company, the UCI Administrative Agent and the Distributor(s) will ensure that the relevant cut-off time for requests for redemption as indicated in the Special Section of each Sub-Fund are strictly complied with and will therefore take all adequate measures to prevent practices known as "Late Trading".
- (c) Requests for redemption must be for either a number of Shares or an amount denominated in the Reference Currency of the Class of the Sub-Fund.
- (d) A Shareholder who redeems his Shares will receive an amount per Share redeemed equal to the Net Asset Value per Share as of the applicable Valuation Day for the relevant Class in the relevant Sub-Fund (less, as the case may be, a Redemption Fee as stipulated in the relevant Special Section and any tax or duty imposed on the redemption of the Shares).
- (e) Payment of the redemption proceeds shall be made generally within such number of Business Days as specified in the relevant Special Section. Where a Shareholder redeems Shares that he has not paid for within the required subscription settlement period, in circumstances where the redemption proceeds would exceed the subscription amount that he owes, the Company will be entitled to retain such excess for the benefit of the Company.
- (f) If as a result of a redemption, the value of a Shareholder's holding would become less than the relevant Minimum Holding Amount as stipulated in the relevant Special Section, the Shareholder may be deemed (if the Board so decides) to have requested the redemption of all his Shares.
- (g) Redemption of Shares may be suspended for certain periods of time as described under 27 of the General Section.
- (h) The Company reserves the right to reduce proportionally all requests for redemptions in a Sub-Fund to be executed on one Valuation Day whenever the total proceeds to be paid for the Shares so tendered for redemption exceed 10% of the total net assets of that specific Sub-Fund. The portion of the non-proceeded redemptions will then be proceeded by priority on subsequent Valuation Days (but subject always to the foregoing 10% limit).
- (i) Redemption requests must be addressed to the UCI Administrative Agent. Redemption

requests will not be accepted by telephone or telex. Redemption requests are irrevocable (unless otherwise provided in respect of a specific Sub-Fund in the relevant Special Section and except during any period where the determination of the Net Asset Value, the issue, redemption and conversion of Shares is suspended) and proceeds of the redemption will be remitted to the account indicated by the Shareholder in its redemption request. The Company reserves the right not to redeem any Shares if it has not been provided with evidence satisfactory to the Company that the redemption request was made by a Shareholder of the Company. Failure to provide appropriate documentation to the UCI Administrative Agent may result in the withholding of redemption proceeds.

- (j) If a Shareholder wants to redeem Shares of the Company, a Redemption Fee of up to 3% may be levied on the aggregate amount to be paid to the Shareholder calculated on the basis of the relevant Net Asset Value on the given Valuation Day. The applicable Redemption Fee will be stipulated in the relevant Special Section. This fee will be payable either to the Management Company, the Company or the Distributor(s), sub-distributors or intermediaries, if any.

## **10.2 Compulsory redemption by the Company**

The Company may redeem Shares of any Shareholder if the Directors or the Management Company, whether on its own initiative or at the initiative of a Distributor, determines that:

- (i) any of the representations given by the Shareholder to the Company or the Management Company were not true and accurate or have ceased to be true and accurate; or
- (ii) the Shareholder is not or ceases to be an Eligible Investor;
- (iii) that the continuing ownership of Shares by the Shareholder would cause an undue risk of adverse tax consequences to the Company or any of its Shareholders;
- (iv) the continuing ownership of Shares by such Shareholder may be prejudicial to the Company or any of its Shareholders;
- (v) further to the satisfaction of a redemption request received by a Shareholders, the number or aggregate amount of Shares of the relevant Class held by this Shareholder is less than the Minimum Holding Amount.

## **11. CONVERSION OF SHARES**

- (a) Unless otherwise stated in the relevant Special Section, Shareholders are allowed to convert all, or part, of the Shares of a given Class into Shares of the same or different Class of that or another Sub-Fund or by amount expressed in the currency of the Share of a given Class. However, the right to convert Shares is subject to compliance with any condition (including any minimum subscription amounts and eligibility requirements) applicable to the Class into which conversion is to be effected. Therefore, if, as a result of a conversion, the value of a Shareholder's holding in the new Class would be less than the applicable Minimum Subscription Amount, the Board may decide not to accept the request for conversion of the Shares. In addition, if, as a result of a conversion, the value of a Shareholder's holding in the original Class would become less than the relevant Minimum Holding Amount as stipulated in the relevant Special Section, the Shareholder may be deemed (if the Board so decides) to have requested the conversion of all of his Shares. Shareholders are not allowed to convert all, or part, of their Shares into Shares of a Sub-Fund which is closed for further subscriptions after the Initial Offering Period or Initial Offering Date (as will be set forth in the relevant Special Section).

- (b) If the criteria to become a Shareholder of such other Class and/or such other Sub-Fund are fulfilled, the Shareholder shall make an application to convert Shares by sending a written request for conversion to the Distributor(s) or the UCI Administrative Agent. Shares may be converted at the request of the Shareholders on any day that is a Valuation Day. The conversion request must be received by the UCI Administrative Agent at the time specified in the relevant Special Section on the relevant Valuation Day. Conversion requests received after this deadline shall be processed on the basis of the Net Asset Value per Share as of the next following Valuation Day. The conversion request must state the number of Shares of the relevant Classes in the relevant Sub-Fund which the Shareholder wishes to convert.
- (c) A Conversion Fee, in favour of the original Sub-Fund or Class, of up to 3% of the Net Asset Value of the new Sub-Fund may be levied to cover conversion costs. The applicable fee, if any, will be stipulated in the relevant Special Section. The same rate of Conversion Fee will be applied to all conversion requests received on the same Valuation Day.
- (d) Conversion of Shares shall be effected on the Valuation Day, by the simultaneous:
  - (i) redemption of the number of Shares of the relevant Class in the relevant Sub-Fund specified in the conversion request at the Net Asset Value per Share of the relevant Class in the relevant Sub-Fund; and
  - (ii) issue of Shares on that Valuation Day in the new Sub-Fund or Class, into which the original Shares are to be converted, at the Net Asset Value per Share for Shares of the relevant Class in the (new) Sub-Fund.
- (e) Subject to any currency conversion (if applicable) the proceeds resulting from the redemption of the original Shares shall be applied immediately as the subscription monies for the Shares in the new Class or Sub-Fund into which the original Shares are converted.
- (f) Where Shares denominated in one currency are converted into Shares denominated in another currency, the number of such Shares to be issued shall be calculated by converting the proceeds resulting from the redemption of the Shares into the currency in which the Shares to be issued are denominated. The exchange rate for such currency conversion shall be calculated by the Depositary in accordance with the rules laid down under 26 of the General Section.

## **12. TRANSFER OF SHARES**

- (a) All transfers of Shares shall be effected by a transfer in writing in any usual or common form or any other form approved by the Board and every form of transfer shall state the full name and address of the transferor and the transferee. The instrument of transfer of a Share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered on the Share register in respect thereof. The Directors may decline to register any transfer of Shares if, in consequence of such transfer, the value of the holding of the transferor or transferee does not meet the minimum subscription or holding levels of the relevant Share Class or Sub-Fund as set out in this Prospectus or the relevant Special Section. The registration of transfer may be suspended at such times and for such periods as the Directors may from time to time determine, provided, however, that such registration shall not be suspended for more than 90 days in any calendar year. The Directors may decline to register any transfer of Shares unless the original instruments of transfer, and such other documents that the Directors may require are deposited at the registered office of the Company or at such other place as the Directors may reasonably require, together with such other evidence as the Directors may reasonably require to show the right of the transferor

to make the transfer and to verify the identity of the transferee. Such evidence may include a declaration as to whether the proposed transferee (i) is a US Person or acting for or on behalf of a US Person, (ii) is a Restricted Person or acting for or on behalf of a Restricted Person or (iii) does qualify as Institutional Investor.

- (b) The Directors may decline to register a transfer of Shares:
- (i) if in the opinion of the Directors, the transfer will be unlawful or will result or be likely to result in any adverse regulatory, tax or fiscal consequences to the Company or its Shareholders; or
  - (ii) if the transferee is a US Person or is acting for or on behalf of a US Person; or
  - (iii) if the transferee is a Restricted Person or is acting for or on behalf of a Restricted Person; or
  - (iv) in relation to Classes reserved for subscription by Institutional Investors, if the transferee is not an Institutional Investor; or
  - (v) if in the opinion of the Directors, the transfer of the Shares would lead to the Shares being registered in a depository or clearing system in which the Shares could be further transferred otherwise than in accordance with the terms of this Prospectus or the Articles.

### **13. MARKET TIMING AND LATE TRADING**

- 13.1** Prospective investors and Shareholders should note that the Company may reject or cancel any subscription or conversion orders for any reason and in particular in order to comply with the Circular 04/146 relating to the protection of UCIs and their investors against Late Trading and Market Timing practices.
- 13.2** For example, excessive trading of shares in response to short-term fluctuations in the market, a trading technique sometimes referred to as Market Timing, has a disruptive effect on portfolio management and increases the Sub-Funds' expenses. Accordingly, the Company may, in the sole discretion of the Board, or of the Management Company compulsorily redeem Shares or reject any subscription orders and conversions orders from any investor that the Company or the Management Company reasonably believes has engaged in Market Timing activity. For these purposes, the Board and the Management Company may consider an investor's trading history in the Sub-Funds and accounts under common control or ownership.
- 13.3** In addition to the Redemption Fee or Conversion Fee which may be of application to such orders as set forth in the Special Section of the relevant Sub-Fund, the Company and the Management Company may impose a penalty of a maximum of 2% of the Net Asset Value of the Shares subscribed or converted where the Company reasonably believes that an investor has engaged in market timing activity. The penalty shall be credited to the relevant Sub-Fund. The Company, the Management Company and the Board will not be held liable for any loss resulting from rejected orders or mandatory redemption.
- 13.4** Furthermore, the Company will ensure that the relevant cut-off time for requests for subscriptions, redemptions or conversions are strictly complied with and will therefore take all adequate measures to prevent practices known as Late Trading.

### **14. MANAGEMENT OF THE COMPANY**

- 14.1** The Company shall be managed by the Board. The Board is vested with the broadest powers to perform all acts of administration and disposition in the Company's interests. All powers not expressly reserved by law to the general meeting of Shareholders fall within the competence of the Board.
- 14.2** The Board must be composed at all times of three Directors (including the chairman of the Board).
- 14.3** Any Director may be removed with or without cause or be replaced at any time by resolution adopted by the general meeting of Shareholders.
- 14.4** The Company may indemnify any Director or officer, and his heirs, executors and administrators against expenses reasonably incurred by him or her in connection with any action, suit proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer of the Company or, at its request, of any other company of which the Company is a shareholder or creditor and from which he or she is not entitled to be indemnified, except in relation to matters as which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he or she may be entitled.

## **15. COMPOSITION OF THE BOARD**

**15.1** The Board is currently composed as follows:

- Mr Ricardo Seixas, Fund Manager, Bestinver Gestión S.A., S.G.I.I.C.;
- Mr Francisco Fernández de Navarrete Garaizabal, Head of International Sales, Bestinver Gestión S.A., SGIIC, ;
- Mr Juan José Fortún Menor, Head of Operations, Bestinver Gestión S.A., SGIIC
- Ms Helen Morris Sanz, Legal Counsel, Bestinver Gestión S.A., SGIIC

**15.2** The Board will appoint a chairman. The chairman will have a casting vote in case of a tied vote.

## **16. MANAGEMENT COMPANY**

**16.1** The Board has appointed Waystone Management Company (Lux) S.A. to serve as its designated management company within the meaning of chapter 15 of the 2010 Act pursuant to the Management Company Services Agreement. The Management Company Services Agreement has been concluded for an unlimited period and can be terminated by either party upon giving to the other party not less than three months written notice. The responsibilities of the Company remain unchanged further to the appointment of the Management Company.

**16.2** The Management Company is a company incorporated under Luxembourg law with registered office situated at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg companies register with the RCS (*Registre de Commerce et des Sociétés*) under number B96744. The Management Company was incorporated for an unlimited duration in Luxembourg on 23 October 2003 in the form of a public limited company (*société anonyme*), in accordance with the 1915 Law and the latest revision of the articles of association were published in the RESA (*Recueil Electronique des Sociétés et Associations*) on 19 July 2023. Its fully paid-up share capital amounts to EUR 3,950,000.

In particular, the investment management services include the following tasks:

To conclude contracts, to purchase, sell, exchange and deliver all transferable securities and all other assets,

On behalf of the Company, to exercise all voting rights attached to the transferable securities constituting the Company's assets.

- 16.3** In particular, the administration services include calculation and publication of the Net Asset Value of the Shares of each Sub-Fund in accordance with the Law and the Company's Articles of Association and the provision, on behalf of the Company, of the administration services as set out in Annex II of the 2010 Act .
- 16.4** The marketing service includes the marketing of the Shares of the Company in Luxembourg and/or abroad.
- 16.5** The rights and obligations of Waystone Management Company (Lux) S.A. and its delegates are governed by agreements concluded for an indefinite term.
- 16.6** In accordance with the laws and regulations in force and with the prior consent of the Board of Directors of the Company, Waystone Management Company (Lux) S.A. is authorised to delegate its functions and powers or part thereof to any person or company it deems appropriate (hereinafter called the "delegate/s"), provided the prospectus is updated in advance and Waystone Management Company (Lux) S.A. retains full liability for acts committed by its delegate/s.
- 16.7** At the present time, the functions of administrative agent, registrar and transfer agent, investment management and global distribution are delegated, as mentioned below.
- 16.8** The Management Company has in place a remuneration policy in line with the Directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 amending 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities.
- 16.9** The remuneration policy sets out principles applicable to the remuneration of senior management, all staff members having a material impact on the risk profile of the financial undertakings as well as all staff members carrying out independent control functions.
- 16.10** In particular, the remuneration policy complies with the following principles in a way and to the extent that is appropriate to the size, internal organisation and the nature, scope and complexity of the activities of the Management Company:
- it is consistent with and promotes sound and effective risk management and does not encourage risk taking which is inconsistent with the risk profiles, rules or Articles of Incorporation of the Company;
  - if and to the extent applicable, the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the Company in order to ensure that the assessment process is based on the longer-term performance of the Company and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;
  - it is in line with the business strategy, objectives, values and interests of the Management Company and the Company and of the shareholders, and includes measures to avoid conflicts of interest;
  - fixed and variable components of total remuneration are appropriately balanced and the fixed

component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component.

- 16.11** The remuneration policy is determined and reviewed at least on an annual basis by a remuneration committee.
- 16.12** The details of the up-to-date remuneration policy of the Management Company, including, but not limited to, a description of how remuneration and benefits are calculated, the identity of the persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee, are available on <http://www.mdo-manco.com/our-clients>. A paper copy will be made available free of charge upon request.
- 16.13** A complete list of the UCITS managed by the Management Company is available at: <http://www.mdo-manco.com/our-clients>.

## **17. INVESTMENT MANAGER**

- 17.1** Unless otherwise stated in the relevant Special Section, the Management Company has appointed Bestinver Gestión, S.A. S.G.I.I.C. as the investment manager of the Sub-Funds (the **Investment Manager**) pursuant to an investment management agreement to carry out investment management services and to be responsible for the investment activities of the Sub-Funds within the parameters and restrictions set out in this Prospectus and the relevant Special Section.
- 17.2** The Investment Manager is regulated by the Spain's financial market regulator (*Commission Nacional del Mercado de Valores – CNMV*).
- 17.3** The Investment Manager will provide or procure each Sub-Fund investment advisory and investment management services, pursuant to the provisions of the Investment Management Agreement and in accordance with the investment policy, objective and restrictions of the relevant Sub-Fund as set out in the Articles and Prospectus and with the aim to achieve the Sub-Fund's investment objective.
- 17.4** Any such Investment Manager may be assisted by one or more advisers or delegate its functions, with the approval of the CSSF, the Management Company and the Board, to one or more sub-managers. In case sub-managers/advisers are appointed, the relevant Special Section will be disclosing any appointed sub-manager.
- 17.5** Unless otherwise stated in the relevant Special Section, the Investment Manager is responsible for, among other matters, identifying and acquiring the investments of the Company. The Investment Manager is granted full power and authority and all rights necessary to enable it to manage the investments of the relevant Sub-Funds and provide other investment management services to assist the Company to achieve the investment objectives and to ensure compliance with the investment policy set out in this Prospectus and any specific investment objective and policy set out in the relevant Special Section. Consequently, the responsibility for making decisions to buy, sell or hold a particular security or asset rests with the Management Company, the Investment Manager and, as the case may be, the relevant sub-investment manager appointed by them, subject always to the overall policies, direction, control and responsibility of the Board and the Management Company.
- 17.6** The fees and expenses payable to any appointed Investment Manager in respect of a Sub-Fund, together with details of the manner in which payment of such fees and expenses will be made, will be set out in the relevant Special Section.

## **18. DEPOSITARY**



BNP PARIBAS, Luxembourg Branch is a branch of BNP Paribas. BNP Paribas is a licensed bank incorporated in France as a *Société Anonyme* (public limited company) registered with the *Registre du commerce et des sociétés Paris* (Trade and Companies' Register) under number No. 662 042 449, authorised by the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR) and supervised by the *Autorité des Marchés Financiers* (AMF), with its registered address at 16 Boulevard des Italiens, 75009 Paris, France, acting through its Luxembourg Branch, whose office is at 60, avenue J.F. Kennedy, L1855 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B23968 and supervised by the CSSF.

BNP PARIBAS, Luxembourg Branch has been appointed depositary of the Company under the terms of a written agreement between the Depositary, the Management Company and the Company, as may be amended from time to time.

The Depositary performs three types of functions, namely (i) the oversight duties (as defined in Art 34(1) of the 2010 Act), (ii) the monitoring of the cash flows of the Company (as set out in Art 34(2) of the 2010 Act) and (iii) the safekeeping of the Company's assets (as set out in Art 34(3) of the law of December 17, 2010).

Under its oversight duties, the Depositary is required to:

- (1) ensure that the sale, issue, repurchase, redemption and cancellation of Shares effected on behalf of the Company are carried out in accordance with the 2010 Act or with the Articles,
- (2) ensure that the value of Shares is calculated in accordance with the 2010 Act and the Articles,
- (3) carry out the instructions of the Management Company acting on behalf of the Company, unless they conflict with the 2010 Act or the Articles,
- (4) ensure that in transactions involving the Company's assets, the consideration is remitted to the Company within the usual time limits,
- (5) ensure that the Company's revenues are allocated in accordance with the 2010 Act and its Articles.

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

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

Such other business relationships may cover services in relation to:

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

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

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

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

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

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

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

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

A list of these delegates and sub-delegates for its safekeeping duties is available on the website:

<https://securities.cib.bnpparibas/app/uploads/sites/3/2021/11/ucitsv-lux-liste-delegataires-sous-delegataires.pdf>

<https://securities.cib.bnpparibas/app/uploads/sites/3/2021/11/ucitsv-list-of-delegates-sub-delegates-en.pdf>

Such list may be updated from time to time.

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

BNP PARIBAS, Luxembourg Branch, being part of a group providing clients with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg. The entities involved in the support of internal organisation, banking services, central administration and transfer agency service are listed on the website: <https://securities.cib.bnpparibas/luxembourg/>. Further information on BNP PARIBAS, Luxembourg Branch international operating model may be provided upon request by the Company and/or the Management Company.

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

The Company has further appointed BNP PARIBAS, Luxembourg Branch as its principal paying agent responsible for the payment of distributions, if any, and for the payment of the redemption price by the Company.

In accordance with the Depositary Bank Agreement, BNP PARIBAS, Luxembourg Branch receives a fee for each of the Company's Sub-Funds whose amount has been determined in accordance with the current practice.

In the case of Master-Feeder structures, if the master and the feeder UCITS have a different depositary from the Depositary, the Depositary will enter into an information-sharing agreement with the other depositary in order to ensure the fulfilment of both depositaries.

## **19. UCI ADMINISTRATIVE AGENT, REGISTRAR AND TRANSFER AGENT**

BNP PARIBAS, Luxembourg Branch, with its registered office at 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, performs the functions of delegate administrative agent, by virtue of an agreement between Waystone Management Company (Lux) S.A., the Company and BNP Paribas Securities Services, Luxembourg Branch, as may be amended from time to time.

In this context, BNP PARIBAS, Luxembourg Branch performs the administrative functions required by the 2010 Act such as (i) the registrar function, (ii) the calculation of the Net Asset Value per Share and accounting function, and (iii) the client communication function (as part of its mandate of Registrar and Transfer Agent as defined below). The UCI Administrative Agent supervises all submissions of declarations, reports, notices and other documents to shareholders.

The Company has appointed BNP PARIBAS, Luxembourg Branch as its registrar (the "Registrar") and transfer agent (the "Transfer Agent") which will be responsible for safekeeping of the register of Shareholders and also responsible for the processing of subscriptions of Shares and applications for the redemption of Shares and, if they are made, applications for the conversion of Shares as well as acceptance of such transfers of funds.

The Registrar and Transfer Agent will furthermore perform the client communication function including the organization of the mailing of statements, reports, notices and other documents to the Shareholder.

## **20. DOMICILIARY AND LISTING AGENT**

The Company has appointed BNP PARIBAS, Luxembourg Branch as its domiciliary and listing agent (the "Domiciliary and Listing Agent"). In such capacity, it will be responsible for all corporate agency duties required by Luxembourg law, and in particular for providing and supervising the mailing of statements, reports, notices and other documents to the shareholders, in compliance with the provisions of, and as more fully described in, the agreement mentioned hereinafter.

The rights and duties of the Domiciliary and Listing Agent, UCI Administrative Agent, Registrar and Transfer Agent are governed by an agreement entered into for an unlimited period of time and which may be terminated at any time by the Company, the Management Company or BNP PARIBAS, Luxembourg Branch on giving a three months' prior written notice.

## **21. DISTRIBUTORS AND NOMINEES**

In its capacity as Management Company, Waystone Management Company (Lux) S.A. may decide to appoint nominee distributors to assist in the distribution of the Company's Shares in countries where these may be promoted. It may be that some nominee distributors do not offer all the Sub-Funds, Categories or classes of shares to their customers. The customers concerned are advised to contact their nominee distributor for further information in this respect.

Bestinver Gestión S.A., SGIIC C/ Juan de Mena, 8 - 1ºD 28014 Madrid was appointed as the Company's Global Distributor.

Nominee and Distributor agreements may be concluded between the Company, Bestinver Gestión S.A., SGIIC and the various Nominees/Distributors providing for the delegation of this function to sub-distributors.

In accordance with the Nominee and Distributor agreements, the Nominee shall be recorded on the shareholders' register and not the customers who have invested in the Company. The terms and conditions of the Nominee and Distributor agreement shall stipulate, among other things, that any customers who have invested in the Company through a nominee may at any time demand that the Shares subscribed through the Nominee be transferred into their name, subsequent to which the customer shall be recorded on the shareholders' register under their own name as soon as transfer instructions are received from the Nominee.

In accordance with the Distributor agreements, the Global Distributor will receive its remuneration from the investment management fees charged to the Company.

Shareholders may make subscriptions directly with the Company without having to subscribe through a Distributor/Nominee.

Shareholders that have subscribed through a Nominee/Distributor may consult the relevant Nominee/Distributor agreement at the offices of the Global Distributor and of the Nominee Distributor, during normal office hours.

If a Nominee is appointed, it must apply the prevention of money laundering procedures as described in Chapter III. "The Shares – 2. Issue and Subscription Price of the Shares". The Distributors are allowed to delegate all or part of their functions and powers with the written authorisation of the Global Distributor.

The Nominees may not delegate their functions and powers, in whole or in part.

## **22. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING**

- 22.1** In their efforts to prevent money laundering, the Company and the UCI Administrative Agent must adhere to all applicable international and Luxembourg laws and regulations on the prevention of money laundering and the financing of terrorism and in particular the provisions of the Luxembourg law of 12 November 2004 on money laundering and the financing of terrorism, as amended as well as Circular CSSF 13/556.
- 22.2** The measures to prevent money laundering make it necessary for every Investor to prove their identity to the Company and/or the UCI Administrative Agent.
- 22.3** The Company and the UCI Administrative Agent can therefore request all information or documentation required for the purpose of ascertaining the identity of an Investor and the origin of the monies being used to subscribe to the Company.
- 22.4** Failure to provide such documentary evidence may result in the Company delaying or rejecting a subscription or conversion of Shares in the Company or in a delayed payment to the Investor for the redemption of Shares.

## **23. FEES, COMPENSATION AND EXPENSES**

### **23.1 Operating expenses**

- (a) The Company pays out of the assets of the relevant Sub-Fund all expenses payable by the Company which will include but not be limited to formation expenses, fees (including investment management fees but excluding performance fees, if any) payable to its Investment Manager and Management Company, fees and expenses payable to its Auditors and accountants, Depositary and its correspondents, UCI Administrative Agent, any pricing agencies, any permanent representatives in places of registration, as well as any other agent employed by the Company, the remuneration of the Directors and officers and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with board meetings, fees and expenses for legal and auditing services consultants, any fees and expenses involved in registering and maintaining the registration of the Company with any governmental agencies or stock exchanges in the Luxembourg and in any other country, reporting and publishing expenses, including the costs of preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements and the costs of any reports to Shareholders, all taxes, duties, governmental and similar charges, and all other operating expenses, the costs for the publication of the issue and redemption prices, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex. The Company may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.
- (b) Furthermore, charges and expenses borne by the Company shall include all reasonable charges and expenses paid on its behalf, including but not limited to, telephone, fax, telex, telegram and postage expenses incurred by the Depositary on purchases and sales of portfolio securities in one or several Sub-Funds.
- (c) In addition, the Company will bear the costs derived from the service of financial analysis on investments (so-called “**research fees**”). In accordance with the Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID II), the research fees paid by the company must comply with the following:

- It must constitute original thinking and propose significant conclusions, which are not obvious or of public domain, derived from the analysis or treatment of data.
- It should be related to the investment vocation of the investment fund and help to improve investment decision-making.
- The cost of the analysis service will not be influenced or conditioned by the volume of the intermediated operations.
- The annual report of the Company must gather detailed quantitative and qualitative information so that investors are aware of the existence of costs derived from the analysis service.
- When the collection of the analysis service is carried out together with an intermediation fee, a separately identifiable charge corresponding to the indicated analysis service must be included, all the above requirements must be fulfilled.

The total amount of the research fees borne by the Company will be limited to 0.3% of the total net assets of the relevant sub fund.

- (d) The Company will bear the costs and expenses of compliance with the SFDR and any other applicable legislation of regulations related to the EU Action Plan, including costs and expenses of collecting and calculating data and the preparation of policies, disclosures and reports in addition to other matters that relate solely to marketing and regulatory matters. It is difficult to predict the full extent of the impact of the SFDR and EU Action Plan on the Company. The Board of Directors will reserve the right to adopt such arrangements as it deems necessary or desirable to comply with any applicable requirements of the SFDR and any other applicable legislation or regulations related to the EU Action Plan.
- (e) The Company may indemnify any director, manager, authorised officer, employee or agent, their heirs, executors and administrators, to the extent permitted by law, for all costs and expenses borne or paid by them in connection with any claim, action, law suit or proceedings brought against them in their capacity as director, manager, authorised officer, employee or agent of the Company, except in cases where they are ultimately sentenced for gross negligence. In the case of an out of court settlement, such indemnification will only be granted if the Company's legal adviser is of the opinion that the director, manager, authorised officer, employee or agent in question did not fail in his duty and only if such an arrangement is approved beforehand by the Board. The right to such indemnification does not exclude other rights to which the director, manager, authorised officer, employee or agent are entitled. The rights to indemnification provided herein are separate and do not affect the other rights to which a director, managing director, authorised officer, employee or agent may now or later be entitled and shall be maintained for any person who has ceased their activity as director, manager, authorised officer, employee or agent.
- (f) Expenses for the preparation and presentation of a defence in any claim, action, lawsuit or proceedings brought against a Director, manager, authorised officer, employee or agent will be advanced by the Company, prior to any final decision on the case, on receipt of a commitment by or on behalf of the Director, manager, authorised officer, employee or agent to repay this amount if it ultimately becomes apparent that they are not entitled to indemnification. Notwithstanding the above, the Company may take out the necessary insurance policies on behalf of Directors, managers, authorised officers, employees or agents of the Company.

- (g) Each Sub-Fund shall pay for the costs and expenses directly attributable to it. Costs and expenses that cannot be attributed to a given Sub-Fund shall be allocated to the Sub-Funds on an equitable basis, in proportion to their respective net assets.
- (h) All revenues arising from EPM Techniques, net of direct and indirect operational costs, will be accrued to the relevant Sub-Fund.
- (i) The Company will bear asset class specific or strategy specific costs and expenses of required risk analytics tools, financial market data costs and costs of any software associated with such monitoring and risk reporting.

## 23.2 Fees

### (a) Remuneration of the Management Company

As remuneration for the services of Management Company, the Management Company is entitled to a fee of up to 0.04 % of the Net Asset Value *per annum* with an annual minimum of EUR 10,000 *per annum* per Sub-Fund of the Company.

Additional fees may be charged to the relevant Sub-Fund in relation to other ancillary services provided in the context of changes in or new applicable laws and regulations, as may be agreed from time to time. In addition, the Management Company shall be entitled to receive from the Fund reimbursement for its reasonable cash disbursements, included but not limited to reasonable out-of-pocket expenses, incurred in the performance of its duties.

Where applicable, any value added tax (“VAT”) associated with the above fees and reimbursements will be charged to the Sub-Fund.

### (b) Remuneration payable to the Depositary and UCI Administrative Agent

As remuneration for its services, the UCI Administrative Agent shall be entitled, all costs included, to the payment of a maximum fee of 1% *per annum*.

As remuneration for its services as custodian bank to the Company, the Depositary shall receive a quarterly fee from the Company, calculated on the average Net Asset Value of the different Sub-Funds of the Company for the quarter considered, to a maximum of 0.5% *per annum*.

### (c) Remuneration of the Investment Manager

The remuneration paid by the Company to the Investment Manager of each Sub-Fund is set out for each Class in the Special Sections. The remuneration of the Investment Manager per Class will however always stay at a maximum of 2% *per annum* (excluding any performance fee).

All fixed fees and costs in relation to any of the Fund’s service providers and corresponding fee arrangements with the Fund for any services provided to the Fund may be subject to periodic adjustments. Such adjustments will generally be linked to inflation or other relevant market indices, ensuring that the fees reflect changes in the cost of services and prevailing market conditions.

### **23.3 Maximum Operational Expenses**

The Company will ensure that the operating expenses and fees (excluding any performance fee) of every Class of every Sub-Fund of the Company will not exceed 2,5% *per annum* of the Net Asset Value per Share of that Class.

### **23.4 Formation and launching expenses**

Expenses incurred in connection with the incorporation of the Company and the creation of the initial Sub-Funds, including those incurred in the preparation and publication of the first Prospectus and KIID(s), as well as the taxes, duties and any other publication expenses, were estimated at EUR 60,000. Formation and launching expenses were borne by the initial Sub-Funds and were amortised over a period of five (5) years. Expenses incurred in connection with the creation of any additional Sub-Fund will be borne by the relevant Sub-Fund and will be written off over a period of five (5) years. Hence, the additional Sub-Funds will not bear a pro rata proportion of the costs and expenses incurred in connection with the creation of the Company and the initial issue of Shares which have not already been written off or amortised at the time of the creation of the new Sub-Funds.

## **24. DIVIDENDS**

- 24.1** Each year the general meeting of Shareholders will decide, based on a proposal from the Board, for each Sub-Fund, on the use of the balance of the year's net income of the investments. A dividend may be distributed in cash only. Further, dividends may include a capital distribution, provided that after distribution the net assets of the Company total more than EUR 1,250,000.
- 24.2** Over and above the distributions mentioned in the preceding paragraph, the Board may decide to the payment of interim dividends in the form and under the conditions as provided by law.
- 24.3** The Board may issue distribution Shares and accumulation Shares within the Classes of each Sub-Fund, as indicated in the Special Sections. Accumulation Shares capitalise their entire earnings whereas distribution Shares pay dividends.
- 24.4** For Classes entitled to distribution, dividends, if any, will be declared and distributed on an annual basis. Moreover, interim dividends may be declared and distributed from time to time at a frequency determined by the Board within the conditions set forth by law.
- 24.5** Payments will be made in the Reference Currency of the relevant Sub-Fund. With regard to Shares held through Euroclear or Clearstream (or their successors), dividends shall be paid by bank transfer to the relevant bank. Dividends remaining unclaimed for five years after their declaration will be forfeited and revert to the relevant Sub-Fund.
- 24.6** Dividends may be declared separately in respect of each Sub-Fund by a resolution of the Shareholders of the Sub-Fund concerned at the annual general meeting of Shareholders.

## **25. TAX ASPECTS**

### **25.1 Luxembourg**

The Company's assets are subject to tax (*taxe d'abonnement*) in Luxembourg of 0.05% p.a. on net assets (and 0.01% p.a. on total net assets in case of Sub-Funds or Classes reserved to Institutional Investors), payable quarterly. Exemptions are available in certain circumstances. In particular, if some Sub-Funds are invested in other Luxembourg UCIs, which in turn are subject to the annual subscription tax (*taxe d'abonnement*) provided for by the 2010 Act or by the law of 13 February 2007, as amended, no annual subscription tax (*taxe d'abonnement*) is due from the Company on the portion of assets invested therein.



The Company is neither subject to corporation taxes, nor to net wealth tax in Luxembourg. Income received from the Company may be subject to withholding taxes in the country of origin of the issuer of the security, in respect of which such income is paid. No duty or tax is payable in Luxembourg in connection with the issue of Shares of the Company.

Under current legislation, Luxembourg non-resident Shareholders not having a permanent establishment or permanent representative in Luxembourg to which/whom Shares are attributable, are not subject to any capital gains, income, withholding, estate, inheritance or other taxes in Luxembourg as a result of holding the Shares. Corporate / individual Shareholders which/who are resident in Luxembourg for tax purposes will be subject to income tax at ordinary rates. For Luxembourg individual Shareholders (acting within the management of their private wealth and holding less than 10% of the Shares of the relevant Sub-Fund), capital gains realised on the redemption or sale of the Shares are only subject to income tax in Luxembourg if such Shares are redeemed or sold within a period of six months since their acquisition.

## **25.2 EU tax considerations for individuals resident in the EU or in certain third countries or dependent or associated territories**

The Council of the EU has adopted on 3 June 2003 Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the **EU Savings Directive**).

Under the EU Savings Directive, Member States of the EU will be required to provide the tax authorities of another EU Member State with information on payments of interest or other similar income paid by a paying agent (as defined by the EU Savings Directive) within its jurisdiction to an individual resident in that other EU Member State. Austria has opted instead for a tax withholding system for a transitional period in relation to such payments. Switzerland, Monaco, Liechtenstein, Andorra and San Marino, the Channel Islands, the Isle of Man and the dependent or associated territories in the Caribbean have also introduced measures equivalent to information reporting or, during the above transitional period, withholding tax.

The EU Savings Directive has been implemented in Luxembourg by the laws dated 21 June 2005 (the **2005 Savings Acts**) and hence is applicable in Luxembourg as of the 1 July 2005. The 2005 Savings Acts have been amended for the last time by the Luxembourg law of 25 November 2014, which abolished the withholding system in favour of the automatic exchange of information system with effect as of 1 January 2015.

Dividends distributed by a Sub-Fund will be subject to the 2005 Savings Acts if more than 15% of such Sub-Fund's assets are invested in debt claims (as defined in the 2005 Savings Acts) and proceeds realised by Shareholders on the redemption or sale of Shares will be subject to the 2005 Savings Acts if more than 40% of such Sub-Fund's assets are invested in debt claims (such funds, hereafter **Affected Sub-Funds**).

The Company reserves the right to reject any application for Shares if the information provided by any prospective investor does not meet the standards required by the 2005 Savings Acts.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the EU Savings Directive (the **Revised EUSD**). Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the EU Savings Directive, in particular to include additional types of income payable on securities. The Revised EUSD will also apply a “look through approach” to certain payments where an individual resident in an EU Member State is regarded as the beneficial owner of that payment for the purposes of the Revised EUSD. This approach may apply to payments made to or by, or secured for or by, persons, entities or legal arrangements (including trusts), where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

The foregoing is only a summary of the implications of the EU Savings Directive and the 2005 Savings Acts, is based on the current interpretation thereof and does not purport to be complete in all respects. It does not

constitute investment or tax advice and investors should therefore seek advice from their financial or tax adviser on the full implications for themselves of the EU Savings Directive and the 2005 Savings Acts.

### 25.3 Other jurisdictions

Interest, dividend and other income realised by the Company on the sale of securities of non- Luxembourg issuers, may be subject to withholding and other taxes levied by the jurisdictions in which the income is sourced. It is impossible to predict the rate of foreign tax the Company will pay since the amount of the assets to be invested in various countries and the ability of the Company to reduce such taxes is not known.

The information above sets out those tax issues which could arise in Luxembourg and does not purport to be a comprehensive analysis of the tax issues which could affect a prospective subscriber. It is expected that Shareholders may be resident for tax purposes in many different countries. Consequently, no attempt is made in this Prospectus to summarise the tax consequences for each prospective investor of subscribing, converting, holding, redeeming or otherwise acquiring or disposing of Shares in the Company. These consequences will vary in accordance with the law and practice currently in force in a Shareholder's country of citizenship, residence, domicile or incorporation and with his or her personal circumstances.

### 25.4 Future changes in applicable law

The foregoing description of Luxembourg tax consequences of an investment in, and the operations of, the Company is based on laws and regulations which are subject to change through legislative, judicial or administrative action. Other legislation could be enacted that would subject the Company to income taxes or subject Shareholders to increased income taxes.

**THE TAX AND OTHER MATTERS DESCRIBED IN THIS PROSPECTUS DO NOT CONSTITUTE, AND SHOULD NOT BE CONSIDERED AS, LEGAL OR TAX ADVICE TO PROSPECTIVE SUBSCRIBERS. PROSPECTIVE SUBSCRIBERS SHOULD CONSULT THEIR OWN COUNSEL REGARDING TAX LAWS AND REGULATIONS OF ANY OTHER JURISDICTION WHICH MAY BE APPLICABLE TO THEM.**

## 26. CALCULATION OF THE NET ASSET VALUE

**26.1** The Company, each Sub-Fund and each Class in a Sub-Fund have a Net Asset Value determined in accordance with the Articles. The reference currency of the Company is the Euro. The Net Asset Value of each Sub-Fund shall be calculated in the Reference Currency of the relevant Sub-Fund or Class, as it is stipulated in the relevant Special Section, and shall be determined by the UCI Administrative Agent as on each Valuation Day as stipulated in the relevant Special Section, by calculating the aggregate of:

- (a) the value of all assets of the Company which are allocated to the relevant Sub-Fund in accordance with the provisions of the Articles; less
- (b) all the liabilities of the Company which are allocated to the relevant Sub-Fund in accordance with the provisions of the Articles, and all fees attributable to the relevant Sub-Fund, which fees have accrued but are unpaid on the relevant Valuation Day.

**26.2** The Net Asset Value per Share shall be calculated in the Reference Currency of the relevant Sub-Fund and shall be calculated by the UCI Administrative Agent as at the Valuation Day of the relevant Sub-Fund by dividing the Net Asset Value of the relevant Sub-Fund by the number of Shares which are in issue on such Valuation Day in the relevant Sub-Fund (including Shares in relation to which a Shareholder has requested redemption on such Valuation Day).

**26.3** If the Sub-Fund has more than one Class in issue, the UCI Administrative Agent shall calculate the Net

Asset Value for each Class by dividing the portion of the Net Asset Value of the relevant Sub-Fund attributable to a particular Class by the number of Shares of such Class in the relevant Sub-Fund which are in issue on such Valuation Day (including Shares in relation to which a Shareholder has requested redemption on such Valuation Day).

**26.4** The Net Asset Value per Share may be rounded up or down to the nearest whole unit of the currency in which the Net Asset Value of the relevant shares are calculated. The Net Asset Value will be calculated up to four decimal places.

**26.5** The allocation of assets and liabilities of the Company between Sub-Funds (and within each Sub-Fund between the different Classes) shall be effected so that:

- (a) The subscription price received by the Company on the issue of Shares, and reductions in the value of the Company as a consequence of the redemption of Shares, shall be attributed to the Sub-Fund (and within that Sub-Fund, the Class) to which the relevant Shares belong.
- (b) Assets acquired by the Company upon the investment of the subscription proceeds and income and capital appreciation in relation to such investments which relate to a specific Sub-Fund (and within a Sub-Fund, to a specific Class) shall be attributed to such Sub-Fund (or Class in the Sub-Fund).
- (c) Assets disposed of by the Company as a consequence of the redemption of Shares and liabilities, expenses and capital depreciation relating to investments made by the Company and other operations of the Company, which relate to a specific Sub-Fund (and within a Sub-Fund, to a specific Class) shall be attributed to such Sub-Fund (or Class in the Sub-Fund).
- (d) Where the use of foreign exchange transactions, instruments or financial techniques relates to a specific Sub-Fund (and within a Sub-Fund, to a specific Class) the consequences of their use shall be attributed to such Sub-Fund (or Class in the Sub-Fund).
- (e) Where assets, income, capital appreciations, liabilities, expenses, capital depreciations or the use of foreign exchange transactions, instruments or techniques relate to more than one Sub-Fund (or within a Sub-Fund, to more than one Class), they shall be attributed to such Sub-Funds (or Classes, as the case may be) in proportion to the extent to which they are attributable to each such Sub-Fund (or each such Class).
- (f) Where assets, income, capital appreciations, liabilities, expenses, capital depreciations or the use of foreign exchange transactions, instruments or techniques cannot be attributed to a particular Sub-Fund they shall be divided equally between all Sub-Funds or, in so far as is justified by the amounts, shall be attributed in proportion to the relative Net Asset Value of the Sub-Funds (or Classes in the Sub-Fund) if the Company, in its sole discretion, determines that this is the most appropriate method of attribution.
- (g) Upon payment of dividends to the Shareholders of a Sub-Fund (and within a Sub-Fund, to a specific Class) the net assets of this Sub-Fund (or Class in the Sub-Fund) are reduced by the amount of such dividend.

**26.6 The assets of the Company will be valued as follows:**

- (a) The value of any cash in hand or on deposit, notes and bills payable on demand and accounts receivable (including reimbursements of fees and expenses payable by any UCI in which the Company may invest), prepaid expenses and cash dividends declared and interest accrued but not yet collected, shall be deemed the nominal value of these assets unless it is improbable that

it can be paid and collected in full; in which case, the value will be arrived at after deducting such amounts as the Board may consider appropriate to reflect the true value of these assets.

- (b) Securities and Money Market Instruments listed on an official stock exchange or dealt on any other Regulated Market will be valued at their last available price in Luxembourg on the Valuation Day and, if the security or Money Market Instrument is traded on several markets, on the basis of the last known price on the main market of this security. If the last known price is not representative, valuation will be based on the fair value at which it is expected it can be sold, as determined with prudence and in good faith by the Board.
- (c) Unlisted securities and securities or Money Market Instruments not traded on a stock exchange or any other Regulated Market as well as listed securities and securities or Money Market Instruments listed on a Regulated Market for which no price is available, or securities or Money Market Instruments whose quoted price is, in the opinion of the Board, not representative of actual market value, will be valued at their last known price in Luxembourg or, in the absence of such price, on the basis of their probable realisation value, as determined with prudence and in good faith by the Board.
- (d) Securities or Money Market Instruments denominated in a currency other than the relevant Sub-Fund's valuation currency will be converted at the average exchange rate of the currency concerned applicable on the Valuation Day.
- (e) The valuation of investments reaching maturity within a maximum period of 90 days may include straight-line daily amortisation of the difference between the principal 91 days before maturity and the value at maturity.
- (f) The liquidation value of futures, spot, forward or options contracts that are not traded on stock exchanges or other Regulated Markets will be equal to their net liquidation value determined in accordance with the policies established by the Board on a basis consistently applied to each type of contract. The liquidation value of futures, spot, forward or options contracts traded on stock exchanges or other Regulated Markets will be based on the latest available price for these contracts on the stock exchanges and Regulated Markets on which these options, spot, forward or futures contracts are traded by the Company; provided that if an options or futures contract cannot be liquidated on the date on which the net assets are valued, the basis for determining the liquidation value of said contract shall be determined by the Board in a fair and reasonable manner.
- (g) Swaps are valued at their fair value based on the last known closing price of the underlying security.
- (h) UCIs are valued on the basis of their last available net asset value in Luxembourg. As indicated below, this net asset value may be adjusted by applying a recognised index so as to reflect market changes since the last valuation.
- (i) Liquid assets and money market instruments are valued at their nominal value plus accrued interest, or on the basis of amortised costs.
- (j) Any other securities and assets are valued in accordance with the procedures put in place by the Board and with the help of specialist valuers, as the case may be, who will be instructed by the Board to carry out the said valuations.

**26.7** In the context of Sub-Funds which invest in other UCIs, valuation of their assets may be complex in some circumstances and the administrative agents of such UCIs may be late or delay communicating

the relevant net asset values. Consequently, the UCI Administrative Agent, under the responsibility of the Board, may estimate the assets of the relevant Sub-Funds as of the Valuation Day considering, among other things, the last valuation of these assets, market changes and any other information received from the relevant UCIs. In this case, the Net Asset Value estimated for the Sub-Funds concerned may be different from the value that would have been calculated on the said Valuation Day using the official net asset values calculated by the administrative agents of the UCIs in which the Sub-Fund invested. Nevertheless, the Net Asset Value calculated using this method shall be considered as final and applicable despite any future divergence.

- 26.8** For the purpose of determining the value of the Company's assets, the UCI Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided either (i) by the Board, (ii) by various pricing sources available on the market such as pricing agencies (i.e., Bloomberg, Reuters, etc) or administrators of underlying UCIs, (iii) by prime brokers and brokers, or (iv) by (a) specialist(s) duly authorised to that effect by the Board. In particular, for the valuation of any assets for which market quotations or fair market values are not publicly available (including but not limited to non-listed structured or credit-related instruments and other illiquid assets), the UCI Administrative Agent will exclusively rely on valuations provided either by the Board or by third party pricing sources appointed by the Board under its responsibility or other official pricing sources like UCIs' administrators and others like Telekurs, Bloomberg, Reuters and will not check the correctness and accuracy of the valuations so provided. If the Board gives instructions to the UCI Administrative Agent to use a specific pricing source, the Board undertakes to make its own prior due diligence on such agents as far as its competence, reputation, professionalism are concerned so as to ensure that the prices which will be given to the UCI Administrative Agent are reliable and the UCI Administrative Agent will not, and shall not be required to, carry out any additional due diligence or testing on any such pricing source.
- 26.9** If one or more sources of quotation is not able to provide relevant valuations to the UCI Administrative Agent, the latter is authorised to not calculate the Net Asset Value and, consequently, not to determine subscription, redemption and conversion prices. The UCI Administrative Agent shall immediately inform the Board if such a situation arises. If necessary, the Board may decide to suspend the calculation of the Net Asset Value in accordance with the procedures described in 27 of the General Section.

## **27. SUSPENSION OF DETERMINATION OF THE NET ASSET VALUE, ISSUE, REDEMPTION AND CONVERSION OF SHARES**

- 27.1** The Company or the Management Company may at any time and from time to time suspend the determination of the Net Asset Value of Shares of any Sub-Fund or Class, the issue of the Shares of such Sub-Fund or Class to subscribers and the redemption of the Shares of such Sub-Fund or Class from its Shareholders as well as conversions of Shares of any Class in a Sub-Fund:
- (i) when one or more stock exchanges or markets, which provide the basis for valuing a substantial portion of the assets of the Sub-Fund or of the relevant Class, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Sub-Fund or of the relevant Class are denominated, are closed otherwise than for ordinary holidays or if dealings therein are restricted or suspended;
  - (ii) when, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the Board, disposal of the assets of the Sub-Fund or of the relevant Class is not reasonably or normally practicable without being seriously detrimental to the interests of the Shareholders;

- (iii) in the case of a breakdown in the normal means of communication used for the valuation of any investment of the Sub-Fund or of the relevant Class or if, for any reason beyond the responsibility of the Board, the value of any asset of the Sub-Fund or of the relevant Class may not be determined as rapidly and accurately as required;
- (iv) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Company are rendered impracticable or if purchases and sales of the Sub-Fund's assets cannot be effected at normal rates of exchange;
- (v) when the Board so decides, provided that all Shareholders are treated on an equal footing and all relevant laws and regulations are applied (i) upon publication of a notice convening a general meeting of Shareholders of the Company or of a Sub-Fund for the purpose of deciding on the liquidation, dissolution, the merger or absorption of the Company or the relevant Sub-Fund and (ii) when the Board is empowered to decide on this matter, upon their decision to liquidate, dissolve, merge or absorb the relevant Sub-Fund;
- (vi) in case of the Company's liquidation or in the case a notice of termination has been issued in connection with the liquidation of a Sub-Fund or a class of Shares;
- (vii) where, in the opinion of the Board, circumstances which are beyond the control of the Board make it impracticable or unfair vis-à-vis the Shareholders to continue trading the Shares.

**27.2** Any such suspension may be notified by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby. The Company shall notify Shareholders requesting redemption of their Shares of such suspension.

## **28. GENERAL INFORMATION**

### **28.1 Auditor**

PricewaterhouseCoopers has been appointed as Auditor of the Company.

### **28.2 Fiscal year**

The accounts of the Company are closed on 31 December each year.

### **28.3 Reports and notices to Shareholders**

- (a) Audited annual reports of the end of each fiscal year will be established as of 31 December of each year. In addition, unaudited semi-annual reports will be established as per the last day of the month of June. Those financial reports will provide for information on each of the Sub-Fund's assets as well as the consolidated accounts of the Company and be made available to the Shareholders free of charge at the registered office of the Company and of the Depositary.
- (b) The financial statements of each Sub-Fund will be established in the Reference Currency of the Sub-Fund but the consolidated accounts will be in Euro.
- (c) Audited annual reports shall be published within 4 months following the end of the accounting year and unaudited semi-annual reports shall be published within 2 months following the end of period to which they refer.
- (d) Information on the Net Asset Value, the subscription price (if any) and the redemption price may be obtained at the registered office of the Company.

#### **28.4 Shareholders' meetings**

- (a) The annual general meeting of the Shareholders in the Company shall be held in the Grand Duchy of Luxembourg at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg specified in the convening notice.
- (b) Notice of any general meeting of shareholders (including those considering amendments to the Articles or the dissolution and liquidation of the Company or of any Sub-Fund) will be mailed to each registered Shareholder at least eight days prior to the meeting and will be published to the extent required by Luxembourg law in the RESA and in any Luxembourg and other newspaper(s) that the Board may determine.
- (c) Such notices shall contain the agenda, the date and place of the meeting, the conditions of admission to the meeting and they shall refer to the applicable quorum and majority requirements. The meetings of Shareholders of Shares of a particular Sub-Fund may decide on matters which are relevant only for the Sub-Fund concerned.

#### **28.5 Documents available to Shareholders**

- (a) The following documents shall also be available for inspection by Shareholders during normal business hours on any Business Day at the registered office of the Company:
  - the Articles;
  - the Management Company Services Agreement;
  - the Investment Management Agreement;
  - the Global Distribution Agreement;
  - the Depositary Bank Agreement;
  - the Administrative Services Agreement;
  - the most recent annual and semi-annual financial statements of the Company;
- (b) The above agreements may be amended from time to time by all the parties involved.
- (c) A copy of the Prospectus, KIID(s), the most recent financial statements and the Articles may be obtained free of charge upon request at the registered office of the Company.

#### **28.6 Changes of address**

Shareholders must notify the UCI Administrative Agent in writing, at the address indicated above, of any changes or other account information.

### **29. LIQUIDATION AND MERGER OF SUB-FUNDS OR CLASSES**

#### **29.1 Dissolution of the Company**

- (a) The duration of the Company is not limited by the Articles. The Company may be wound up by decision of an extraordinary general meeting of Shareholders. If the total net assets of the

Company falls below two-thirds of the minimum capital prescribed by law (*i.e.* EUR 1,250,000), the Board must submit the question of the Company's dissolution to a general meeting of Shareholders for which no quorum is prescribed and which shall pass resolutions by simple majority of the Shares represented at the meeting.

- (b) If the total net assets of the Company fall below one-fourth of the minimum capital prescribed by law, the Board must submit the question of the Company's dissolution to a general meeting of Shareholders for which no quorum is prescribed. A resolution dissolving the Company may be passed by Shareholders holding one-fourth of the Shares represented at the meeting.
- (c) The meeting must be convened so that it is held within a period of forty days from the date of ascertainment that the net assets have fallen below two-thirds or one-fourth of the legal minimum, as the case may be.
- (d) If the Company is dissolved, the liquidation shall be carried out by one or several liquidators appointed in accordance with the provisions of the 2010 Act. The decision to dissolve the Company will be published in the RESA and two newspapers with adequate circulation, one of which must be a Luxembourg newspaper. The liquidator(s) will realise each Sub-Fund's assets in the best interests of the Shareholders and apportion the proceeds of the liquidation, after deduction of liquidation costs, amongst the Shareholders of the relevant Sub-Fund according to their respective pro rata. Any amounts unclaimed by the Shareholders at the closing of the liquidation of the Company will be deposited with the *Caisse de Consignation* in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they shall be forfeited.
- (e) As soon as the decision to wind up the Company is made, the issue, redemption or conversion of Shares in all Sub-Funds will be prohibited and shall be deemed void.

## **29.2 Liquidation of Sub-Funds or Classes**

- (a) If, for any reason, the net assets of a Sub-Fund or of any Class fall below the equivalent of EUR 5,000,000, or if a change in the economic or political environment of the relevant Sub-Fund or Class may have material adverse consequences on the Sub-Fund or Class's investments, or if an economic rationalisation so requires, the Board may decide on a compulsory redemption of all Shares outstanding in such Sub-Fund or Class on the basis of the Net Asset Value per Share (after taking account of current realisation prices of the investments as well as realisation expenses), calculated as of the day the decision becomes effective. The Company will serve a notice to the holders of the relevant Shares at the latest on the effective date for the compulsory redemption, which will indicate the reasons of and the procedure for the redemption operations. Registered Shareholders will be notified in writing. Unless the Board decides otherwise in the interests of, or in order to keep equal treatment between the Shareholders, the Shareholders of the Sub-Fund or Class concerned may continue to request redemption or conversion of their Shares free of redemption or conversion charge. However, the liquidation costs will be taken into account in the redemption and conversion price. Liquidation proceeds which could not be distributed to the Shareholders upon the conclusion of the liquidation of a Sub-Fund or Class will be deposited with the *Caisse de Consignation* in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they shall be forfeited.
- (b) Notwithstanding the powers granted to the Board as described in the previous paragraph, a general meeting of Shareholders of a Sub-Fund or Class may, upon proposal of the Board, decide to repurchase all the Shares in such Sub-Fund or Class and to reimburse the Shareholders on the basis of the Net Asset Value of their Shares (taking account of current



realisation prices of the investments as well as realisation expenses) calculated as of the Valuation Day on which such decision shall become effective. No quorum shall be required at this general meeting and resolutions shall be passed by a simple majority of the shareholders present or represented, provided that the decision does not result in the liquidation of the Company.

- (c) All the Shares redeemed will be cancelled.

### 29.3 Merger of the Company or Sub-Funds with other UCITS

- (a) The Company may, either as a merging UCITS or as a receiving UCITS within the meaning of article 1(20), literal a) – c) of the 2010 Act, be subject to cross-border and domestic mergers;
- (b) The Board of Directors is competent to decide on the effective date of the merger with another UCITS;
- (c) For the sake of this 29.3:
  - (i) a merger means an operation in the meaning of article 1 (20) a) to b) of the 2010 Act;
  - (ii) the term unitholders/units also refers to the Shareholders/shares of the Company or a Sub-Fund;
  - (iii) the term UCITS may also refer to sub-funds of a UCITS; and
  - (iv) the term Company may also refer to a Sub-Fund of the Company.
- (d) Where the Company is merging with another UCITS (the **Other UCITS**), either as the merging UCITS or the receiving UCITS, the following general rules will apply:
  - (i) The Company will provide appropriate and accurate information on the proposed merger to its Shareholders (which will include the particulars as set out in article 72(3), points a) to e) of the 2010 Act) so as to enable them to make an informed judgment of the impact of the merger on their investment. This information must be provided only after the CSSF (or, as the case may be, the other supervising authority) has authorized the proposed merger and at least thirty (30) days before the last date for requesting repurchase or redemption or, as the case may be, conversion without additional charge under item (ii).
  - (ii) The Shareholders have the right to request, without any charge other than those retained by the Company to meet disinvestment costs, the repurchase or redemption of their shares or, where possible, to convert them into units in another UCITS with similar investment policy and managed by the Management Company or by any other company with which the Management Company is linked by common management or control, or by a substantial direct or indirect holding. This right will become effective from the moment that the Shareholders have been informed of the proposed merger in accordance with item 29.3(d)(i) above, and will cease to exist five working days before the date for calculating the exchange ratio referred to under item 29.3(d)(v) below.
  - (iii) Without prejudice to item (ii) above, by way of derogation from articles 11, paragraph (2), and 28, paragraph (1), point b) of the 2010 Act, the Company may decide to temporarily suspend the subscription, repurchase or redemption of units, provided that any such suspension is justified for the protection of the Shareholders.

- (iv) The Company and the Other UCITS must draw up common draft terms of merger setting out the particulars as stipulated in article 69(1) of the 2010 Act.
  - (v) The common draft terms of the merger referred to under item (iv) above will determine the effective date of the merger as well as the date for calculating the exchange ratio of units of the merging UCITS into units of the receiving UCITS and, as the case may be, for determining the relevant net asset value for cash payments. Such dates will be after the approval, as the case may be, of the merger by the unitholders of the Company and the Other UCITS.
- (e) Where the Company is the merging UCITS the following rules will apply:
- (i) For any merger where the Company ceases to exist, such merger will require the vote of Shareholders in the Company subject to the quorum and majority requirements provided for amendment to the Articles. This decision must be recorded by notarial deed.
  - (ii) The Company will entrust its statutory auditor to validate the following:
    - (A) the criteria adopted for valuation of the assets and, as the case may be, the liabilities on the date for calculating the exchange ratio, as referred to in Section (d)(v) above;
    - (B) where applicable, the cash payment per share; and
    - (C) the calculation method of the exchange ratio as well as the actual exchange ratio determined at the date for calculating that ratio, as referred to in Section (d)(v) above.

A copy of this report shall be made available on request and free of charge to the unitholders of both the merging UCITS and the receiving UCITS and to their competent authorities.

- (f) Where the Company is the receiving UCITS the following rules will apply:
- (i) While ensuring observance of the principle of risk-spreading, the Company is allowed to derogate from articles 43, 44, 45 and 46 of the 2010 Act for six months following the effective date of the merger.
  - (ii) The Management Company will confirm in writing to the Depository that the transfer of assets and, as the case may be, liabilities is complete.
  - (iii) The entry into effect of the merger will be made public through all appropriate means by the Company. The Company will further notify the CSSF and any other competent authority involved in the merger.

#### **29.4 Merger and split of Sub-Funds and Classes**

- (a) Under the same circumstances as provided by 29.3, the Board may decide to allocate the assets of a Sub-Fund to those of another existing Sub-Fund within the Company and to repatriate the Shares of the Class or Classes concerned as Shares of another Class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). This decision will be published one month before its effectiveness (and, in addition, the publication will contain information in relation to the new

Sub-Fund) in the same manner as described under 29.3, to enable the Shareholders to request redemption of their Shares, free of charge, during this period.

- (b) Notwithstanding the powers conferred to the Board under item (a) above, a contribution of the assets and of the liabilities attributable to any Sub-Fund to another Sub-Fund within the Company may in any other circumstances be decided upon by a general meeting of the Shareholders of the Class or Classes issued in the Sub-Fund concerned for which there will be no quorum requirements and which will decide upon such a merger by resolution taken by simple majority of those present or represented and voting at such meeting.
- (c) For the interest of the Shareholders of the relevant Sub-Fund or in the event that a change in the economic or political situation relating to a Sub-Fund so justifies, the Board may proceed to the reorganisation of a Sub-Fund by means of a division into two or more Sub-Funds. This decision will be published one month before its effectiveness (and, in addition, the publication will contain information in relation to the new Sub-Fund) in the same manner as described under 29.3, to enable the Shareholders to request redemption of their Shares, free of charge, during this period.

### **30. TRANSPARENCY OF SECURITIES FINANCING TRANSACTIONS AND OF REUSE (SFTR)**

As of the date of the Prospectus, no Sub-Fund currently enters into securities lending transactions, reverse repurchase agreement transactions (reverse repo) and repurchase agreement transactions (repo) within the meaning of the SFTR Regulation. Should a Sub-Fund intend to use them, the Prospectus will be updated in accordance with the SFTR Regulation.

#### **30.1 General description of Total Return Swaps and the rationale of their use**

In order to achieve an optimum return from capital invested, while reducing investment risk through diversification, the Company may enter into total return swaps.

In accordance with 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 (the **SFTR Regulation**), this Prospectus contains a general description of the Total Return Swaps used and more details may be found under each Special Section.

The Sub-Fund may enter into Total Return Swaps for investment purposes in order to achieve their investment objectives.

- A total return swap (the **Total Return Swaps**) is an agreement between two counterparties to swap the total return on an asset (the capital gain plus any income the asset generates) in return for payments based on a fixed or variable rate. As an unfunded transaction, the fixed or variable rate will have an additional spread to reflect the cost of funding using the balance sheet of the counterparty. This simulates the purchase or sale of an instrument with 100% financing.

Total Return Swaps will not be cleared.

Each of the Sub-Funds mentioned below may enter into Total Return Swaps on equity basket:

- Bestinver Tordesillas SICAV – Iberia
- Bestinver Tordesillas SICAV – Iberia Long Short
- Bestinver Tordesillas SICAV – European Financial Opportunities

- Bestinver Tordesillas SICAV – Megatrends

Generally, this will be used either to hedge a specific sector or asset exposure or to gain additional exposure to specific markets and/or issuers.

An overview of the usage is set out below:

<b>Total Return Swaps</b>	<b>Underlying assets</b>	<b>Rationales</b>
Equity Basket	Listed equity stocks	Hedge a specific sector or asset exposure or to gain additional exposure to specific markets and/or issuers.
Equity Basket	UCI/UCITS	Hedge a specific sector or asset exposure or to gain additional exposure to specific markets and/or issuers.

The Sub-Funds will pay a flat transaction fee to the UCI Administrative Agent and an all-in costs of up to 0.10% of notional (including stock hedging costs, borrow rate and other direct and indirect swap costs) to other counterparties as mentioned under 30.3 Counterparties. The entities to which direct and indirect costs and fees may be paid include banks, investment firms, broker-dealers or other financial institutions or intermediaries and may be related parties to the Management Company, the Delegated Investment Manager and/or the Depositary.

### 30.2 Data to be reported for each type of Total Return Swaps

<b>Total Return Swaps</b>	<b>Maximum proportion of Net Asset Value</b>	<b>Expected proportion of Net Asset Value</b>
Bestinver Tordesillas SICAV - Iberia	15%	5%
Bestinver Tordesillas SICAV - Iberia Long Short	50%	15%
Bestinver Tordesillas SICAV - European Financial Opportunities	20%	5%
Bestinver Tordesillas SICAV- Megatrends	10%	0%

### 30.3 Counterparties

<b>Counterparty</b>	<b>Country of Incorporation</b>	<b>Legal form</b>	<b>Minimum Rating acceptable</b>
Morgan Stanley & Co International PLC	UK	Financial Institution / a public limited company (PLC)	BBB-
JP Morgan Securities PLC	UK	Financial Institution / a public limited company (PLC)	A+

With respect to the counterparty, the Total Return Swaps will be unfunded as the notional value of the total return swap is not exchanged with the counterparty at initiation.

### 30.4 Acceptable collateral

<b>Accepted collateral</b>	<b>Type of assets</b>	<b>Issuer</b>	<b>Maturity</b>	<b>Liquidity</b>	<b>Collateral diversification</b>	<b>Correlation policies</b>
Cash	Cash	EUR	Not applicable	Generally the most liquid and haircuts not normally applied	EUR	Not applicable

### 30.5 Reuse of collateral

Collateral may not be reused.

### 30.6 Risk management

Information may be found in clause 10 in the Special Sections for Bestinver Tordesillas SICAV – Iberia / Bestinver Tordesillas SICAV – Iberia Long Short / Bestinver Tordesillas SICAV – European Financial Opportunities / Bestinver Tordesillas SICAV – Megatrends.

### 30.7 Safekeeping

The assets subject to Total Return Swaps and collateral received are safe-kept with the Depository or third party depository (which is a supervised entity) with which the Depository has entered into an agreement to secure its depository obligations, as appropriate.

### 30.8 Return generated by Total Return Swaps

In case there are revenues arising from the Total Return Swaps, they shall be returned in totality to the Company.

Counterparties of Total Return Swaps are not related to the Company nor to the Management Company.

### **31. EU BENCHMARK REGULATION**

Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended (the "**EU Benchmark Regulation**") requires the Management Company to produce and maintain contingency plans setting out the actions that it would take in the event that a benchmark (as defined by the EU Benchmark Regulation) materially changes or ceases to be provided in accordance with article 28 of the EU Benchmark Regulation. The Management Company shall comply with this obligation. Such contingency plans are available for investors at the registered office of the Company and on request free of charge.

#### ***Bestinver Tordesillas SICAV – Iberia***

IBEX 35 is used as benchmark in the performance fee calculation for Bestinver Tordesillas SICAV – Iberia and is provided by Bolsas y Mercados Españoles which is included in the ESMA register of benchmark administrators.

PSI 20 is used as a benchmark in the performance fee calculation for Bestinver Tordesillas SICAV – Iberia and is provided by Euronext Lisbon which is included in the ESMA register of benchmark administrators.

#### ***Bestinver Tordesillas SICAV – Megatrends***

MSCI World Net Total Return EUR Index (MSDEWIN) is used as a benchmark in the performance fee calculation for Bestinver Tordesillas SICAV – Megatrends and is provided by MSCI which is currently not included in the ESMA register of benchmark administrators<sup>3</sup>. However, the use of this benchmark is permitted during the transitional period provided for in article 51 of the EU Benchmark Regulation.

### **32. SUSTAINABILITY-RELATED DISCLOSURES**

Pursuant to EU Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the "**SFDR**"), the financial market participants (i.e. the Management Company, the Delegate Investment Manager) are required to disclose the manner in which Sustainability Risks (as defined under section 7.6. "Sustainability Risks" of the Prospectus) are integrated into the investment decision and the results of the assessment of the likely impacts of Sustainability Risks on the returns of each of the Sub-Funds.

Information on the Investment Manager's environmental, social, or governance (hereinafter referred as "**ESG**") approach and its policy on the integration of Sustainability Risks is available on the Management Company website.

While all Sub-Funds may be exposed to Sustainability Risks to a varying degree, the likely impacts of Sustainability Risks on the returns will depend on each Sub-Funds investment policy.

Unless otherwise specified in the Sub-Fund Particulars, the Investment Manager has integrated Sustainability Risks in its investment decision-making process for all strategies of its managed Sub-Fund(s), with the purpose of identifying, assessing and where possible and appropriate, seeking to mitigate these risks.

---

<sup>3</sup> The prospectus will be amended accordingly once the benchmark administrator will be included in the ESMA register of benchmark administrators.

The results of this assessment can be summarized as follows:

- (a) For the Sub-Fund(s) which promote environmental and/or social characteristics within the meaning of Article 8 of SFDR (the “**ESG Sub-Funds**”), Sustainability Risks are considered to have a lower likely impact on their returns. This is due to the Sustainability Risk mitigating nature of their investment strategies, which implement exclusions, forward looking investment policies seeking sustainable financial return and active engagement with companies/issuers;
  
- (b) For other Sub-Funds which does not promote environmental and/or social characteristics within the meaning of Article 8 of SFDR or does not have a sustainable investment as an objective within the meaning of article 9 of SFDR and which have Sustainability Risks integrated in their investment decision-making process, Sustainability Risks are considered to have various impact on their relative returns, as specified in the Sub-Fund Particulars. Notwithstanding the above, Environmental, social and governance criteria (ESG) will be integrated for these other Sub-Funds, without being binding to the Investment Manager, in the investment decision-making process, as part of the fundamental analysis carried out on the companies and the identification and management of risks and investment opportunities. With this purpose, the Principles and Policies on Responsible Investment of Bestinver Gestión S.A., SGIIC, published on its website, will be applied to the investment of the sub-fund.  

ESG criteria will be integrated in the investment decision-making process through the analysis of the sustainable performance of all the companies in the portfolio, in order to identify their main risks/opportunities in terms of sustainability, and by assigning all such companies an internal ESG rating. This rating will be based on the analysis and deep knowledge of the companies by the investment team of the sub-fund and the information received from ESG analysis providers of recognized prestige.
  
- (c) For certain Sub-Funds, Sustainability Risks are not deemed relevant due to their investment strategy. Sustainability Risks are hence not expected to have an actual (or potential) material negative impact on the value of the Sub-Fund(s)’ investments.

Further information on each of the Investment Manager’s ESG approach and their integration of Sustainability Risks is available in the relevant Sub-Fund Particular. Additional disclosures required under the SFDR and the Taxonomy Regulation for Sub-Funds categorised as Article 8 of SFDR or Article 9 of SFDR shall be provided in the Part C of the Prospectus related to each relevant Sub-Fund.

#### Principal Adverse Impact

The Management Company does not consider the adverse impacts of investment decisions on sustainability factors. As a UCITS Management Company and Alternative Investment Fund Manager (AIFM) for a diverse range of funds, the Management Company typically delegates investment management responsibilities to external investment managers. In light of the diverse methodologies applied to environmental, social, and governance (ESG) considerations in respect of each fund, the Management Company has determined that the aggregation at entity level of PAI reporting carried out by individual investment manager(s) in respect of individual funds (where applicable) is of no demonstrable value to individual stakeholders or investors, and, as such, the Management Company has determined not to integrate adverse impacts arising from its investment

decisions on sustainability at the entity level. This position will remain under continuous review, with consideration given to evolving market practices and regulatory developments.



## **PART B – SPECIAL SECTIONS**

### **SPECIAL SECTION 1**

#### **BESTINVER TORDESILLAS SICAV – IBERIA**

This Special Section is valid only if accompanied by the General Section of the Prospectus. This Special Section refers only to Bestinver Tordesillas SICAV – Iberia (the **Sub-Fund**).

#### **1. INVESTMENT POLICY**

##### **1.1 Investment objective**

The Sub-Fund aims to achieve capital appreciation over the long term by investing in equities and equity related securities. Market risk of direct and indirect equity investments, will be considered in order to establish the suited equity exposure, looking to reduce the volatility of the return.

No guarantee may be granted that the investment objective will be achieved.

##### **1.2 Investment policy**

The Sub-Fund will invest its assets only in equities or equity related securities listed on a Regulated Market, Another Regulated Market or any other stock exchange. These equities or equity related securities will be listed:

- (a) in Spain or Portugal; and
- (b) in any other OECD Member State and Brazil.

The Sub-Fund will invest up to 20% of its assets as per (B) above. The remaining equity assets will be invested in the main markets as described in (A) above.

The equities or equity related securities will be issued by companies of any market capitalisation including large, mid and small capitalisations.

The Sub-Fund may invest directly or indirectly in equities or equity related securities. Indirect investments may be made through Financial Derivative Instruments, primarily futures on equities and futures on equity indexes, ADRs and exchange traded funds (**ETFs**).

By the use of Financial Derivative Instruments, the Investment Manager seeks either to hedge specific market or equity exposures or to gain an exposure to specific markets and/or issuers.

The Sub-Fund's exposure to equity markets will at any given moment be established according to current market conditions in order to reduce the volatility of the Sub-Fund's return and adjust market exposure to the investment manager's view of the economic environment.

The Sub-Fund may hold cash, bank deposits and money market instruments with the flexibility in its exposure to these assets (0% -100%). A predominant investment in cash and bank deposits is however not part of the Sub-Fund's primary investment policy. Such investment shall therefore under normal market conditions only be made on an ancillary basis.

The Sub-Fund may invest up to 10% of its net assets into SPACs provided that they qualify, at any point of

their lifecycle, as transferable securities within the meaning of Article 1(34) and Article 41 of the Law of 2010 and Article 2 of the Grand-ducal regulation of 8 February 2008 relating to certain definitions of the amended law of 20 December 2002 on undertakings for collective investment.

The Sub-Fund will be actively managed without reference to a benchmark.

The Sub-Fund does not promote ESG characteristics and/or Sustainability Factors and does not maximize portfolio alignment with Sustainability Factors. Nevertheless, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring of the Investment Manager to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

It is expected that the Sub-Fund will be exposed to a broad range of Sustainability Risks. However, as the Sub-Fund is broadly diversified, it is anticipated Sustainability Risk will drive a low financial impact on the value of the Sub-Fund.

For the purposes of the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, prospective investors are hereby informed that the investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

Further information on the Investment Manager's ESG approach and its policy on the integration of Sustainability Risks is available upon request/on the Investment Manager website.

### **1.3 Investment restrictions**

The Sub-Fund complies with the investment restrictions set out under Section 4 of the General Section.

Additionally, the Sub-Fund will comply with the following investment restrictions:

- The Sub-Fund will not open positions in Financial Derivative Instruments to gain an exposure to an issuer which is not based in an OECD Member State;
- The Sub-Fund will not invest more than 10% of its net assets in other UCI or UCITS;
- The Sub-Fund will not borrow cash for investment purposes; and
- The Sub-Fund may not hold up more than 20% of its net assets in ancillary liquid assets. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.

### **1.4 Specific Risk Factors**

Before making an investment decision with respect to this Sub-Fund, prospective investors should carefully consider the risks of investing set out in Section 7 of the General Section and in particular the risks linked to investments in emerging markets as set out in 7.3 of the General Section as companies that the Sub-Fund might invest in may be listed in countries that might be considered as emerging markets.

### **1.5 Cash**

The Sub-Fund may hold cash and bank deposits when aiming to reduce or limit exposure to equity markets.

Where financial market conditions so require, up to 100% of the assets of the Sub-Fund may be held on a temporary basis in cash and bank deposits, subject to compliance with the principle of risk diversification.

The Sub-Fund may in exceptional cases borrow cash for investment purposes and to handle large redemptions under the condition (i) that the respective loan must be temporary in the sense that the loan is terminated within a reasonable time and (ii) that such borrowing is not a permanent feature of the Sub-Fund's investment policy in the sense that the borrowing takes place on a recurring basis. Any loan is subject to the condition that this borrowing does not exceed 10% of the Sub-Fund's Net Asset Value.

## 2. REFERENCE CURRENCY

The Reference Currency of the Sub-Fund is the EUR.

## 3. TERM OF THE SUB-FUND

The Sub-Fund has been created for an unlimited period of time.

## 4. VALUATION DAY

The Net Asset Value of the Sub-Fund is calculated as of each Business Day (the **Valuation Day**). A Business Day means any full day on which the banks are open for normal business banking in Luxembourg and Spain.

## 5. CLASSES OF SHARES AVAILABLE

As of the day of the Prospectus, the following Classes are available for subscription by investors:

<b>Class of Shares</b>	<b>A</b>	<b>I</b>	<b>Z</b>	<b>X</b>
Distribution or accumulation	Accumulation	Accumulation	Accumulation	Accumulation
Eligible Investors	unrestricted	Institutional Investors	unrestricted	Institutional Investors
Reference Currency	EUR	EUR	EUR	EUR
Minimum Subscription Amount	1,000	150,000	1,000	10,000,000
Subsequent Investment Amount	1,000	1,000	1,000	100,000
Minimum Holding Amount	1,000	150,000	1,000	10,000,000
Initial Subscription Price	10	10	10	10
Subscription Fee	max. 5%	max. 5%	max. 5%	max. 5%

Redemption Fee	max. 3%	max. 3%	max. 3%	max.3%
Conversion Fee	max 3%	max 3%	max 3%	Max. 3%
Management Fee	max. 0.04% p.a.	max. 0.04% p.a.	max. 0.04% p.a.	Max. 0.04% p.a.
subject to a minimum Management Fee p.a. for the Sub-Fund of EUR 10,000.				
Investment Management Fee	1.75% p.a. of the Net Asset Value	1.25% p.a. of the Net Asset Value	1.00% p.a. of the Net Asset Value	0.70% p.a. of the Net Asset Value
Performance Fee Rate	15% over the High Water Mark	15% over the High Water Mark	15% over the High Water Mark	15% over the High Water Mark

## 6. SUBSCRIPTION

Subscriptions to the Sub-Fund's Shares must be made using the documents available from the registered offices of the Company or the Distributor(s).

Subscriptions for shares are accepted as of each Business Day. The application to subscribe shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Applications received after cut off time will be processed as of the next Valuation Day.

Payments for subscriptions must be received in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Subscription Fee as set out under Section 5 of this Special Section may be levied upon the subscription of Shares.

## 7. REDEMPTION

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be sent in writing to the UCI Administrative Agent or to the Distributor(s).

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Redemption requests received after this deadline will be processed as of the next Valuation Day.

Redemptions will be paid by the Depositary in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Redemption Fee as set out under Section 5 of this Special Section may be levied upon the redemption of Shares. Redemption proceeds may be converted into any freely convertible currency at the Shareholder's request and at his/her/its own expenses.

## 8. CONVERSION

Shares in the Sub-Fund may be converted as of each Business Day.

Each Shareholder in the Sub-Fund may convert all or part of his/her/its Shares into Shares of another Sub-Fund in accordance with the 11 of the General Section.

The request to convert shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. The request to convert Shares received after this deadline will be processed as of the next Valuation Day.

A Conversion Fee in favour of this Sub-Fund or Class as set out under Section 5 of this Special Section may be levied.

## 9. REMUNERATION OF THE INVESTMENT MANAGER

### (a) Investment Management Fee

The Investment Manager is entitled to receive out of the assets of the Company an annual investment management fee (the **Investment Management Fee**) payable monthly at such rate p.a. as set out in respect of each Class under Section 5 above based on the average Net Asset Value of the relevant Class over the relevant period. The Investment Management Fee is payable monthly in arrears.

### (b) Performance Fee

In addition to the Investment Management Fee, the Investment Manager is entitled to receive a performance fee (the **Performance Fee**) of 15% of the performance achieved against the Benchmark Index (as defined below), paid out of the net assets of the Sub-Fund (excluding the Performance Fee), provided that the NAV per Share is above the high-water-mark and the annual return of the Sub-Fund is positive.

The benchmark is 90% IBEX + 10% PSI 20 (the **Benchmark Index**). The choice of the Benchmark Index is based on the correspondence between its constituents and the assets within the investment policy of the Sub-Fund. Past performance of the Sub-fund against the Benchmark Index is available by following the website link in the Key Information Document of the relevant Class.

The Performance Fee is calculated and accruing daily as an expense of the relevant Class, over the relevant performance period. In the event of underperformance of the Sub-Fund compared to the Benchmark Index in relation to the last calculated Net Asset Value per Share, the provision is readjusted by means of a reversal of the provision. To this purpose, the length of the **Performance Reference Period** during which the negative performance of the Sub-Fund against the Benchmark Index shall be clawed back, is set to five years, and is calculated on a rolling basis.

To determine the performance periods, each calendar year will be a performance period.

The Performance Fee is also subject to a high-water mark which ensures that Shareholders will not be charged a Performance Fee until any previous losses incurred during the Performance Reference Period are recovered. For the avoidance of any doubt, the high-water mark component of the Performance Fee is not a high-water mark model within the meaning of the ESMA Guidelines on performance fees in UCITS and certain types of AIFs (ESMA 34-39-992).

The high-water mark is the greater of:

- (i) the latest Net Asset Value per Share after deduction of the Performance Fee calculated over the previous performance period; and
- (ii) the latest high-watermark.

The first high-watermark will be the Initial Subscription Price.

No provision for the Performance Fee shall be made if the Net Asset Value is lower than the high-water mark.

If after five consecutive years no Performance Fee has been paid, the high-water mark will be reset and shall be equal to the Net Asset Value per Share on the last Valuation Day of such five years period (the “Reset”). If such value is higher than the high-water mark applicable at the end of the relevant performance period, the Board of Directors will not apply the Reset and the high-water mark will remain unchanged until the next End of Year Date (as defined below) on which the Board of Directors may reassess the opportunity of a Reset.

In the interests of clarity, even if the Net Asset Value is higher than the high-water mark and its performance is positive in the calendar year, no Performance Fee becomes payable if any underperformance of the Sub-Fund compared with the Benchmark Index over the Performance Reference Period has not been recovered.

The Performance Fee is calculated based on the Net Asset Value after deduction of all expenses, liabilities and Investment Management Fees (but not the Performance Fee), and is adjusted to take into account all subscriptions, redemptions, dividends and distributions.

The crystallization date (the point at which the accrued performance fee, if any, becomes payable to the Investment Manager) will occur at the end of the relevant performance period (the **End of Year Date**”), subject to a minimum period of 12 months.

In the event that (a) a Shareholder redeems Shares prior to the end of a performance period, (b) the Sub-Fund is merged or liquidated, or (c) the Board of Directors decides to crystallize the Performance Fee under specific circumstances and subject to the applicable laws and regulations, any accrued but unpaid Performance Fee in respect of such Shares will be paid to the Investment Manager at the end of the relevant performance period.

The Performance Fee will be paid to the Investment Manager within fourteen (14) Business Days following the relevant performance period.

The below table illustrates an example of how the Performance Fee will be calculated:

Period	NAV before Performance fee	Total Net Assets before Performance fee	Fund Performance	HWM	HWM Reset*	Outperformance vs HWM?	Positive Annual Performance?	Beginning of Period Benchmark Level	End of Period Benchmark Level	Benchmark Performance	Fund Performance vs Benchmark	Accumulated Performance vs Benchmark during reference period	Outperformance ?	Performance fee	Performance Fee (15% excess over Benchmark)	NAV after Performance Fee
0	100,00	1.000.000		100,00				1.000,00	1.000,00							100,00
1	111,00	1.110.000	11,00%	100,00	NO	YES	YES	1.000,00	1.100,00	10,00%	1,00%	1,00%	YES	YES	1,665,00	110,83
2	111,05	1.110.500	0,20%	110,83	YES	YES	YES	1.100,00	1.140,00	3,64%	-3,44%	-3,44%	NO	NO	0,00	111,05
3	112,50	1.125.000	1,31%	110,83	NO	YES	YES	1.140,00	1.120,00	-1,75%	3,06%	-0,38%	NO	NO	0,00	112,50
4	109,10	1.091.000	-3,02%	110,83	NO	NO	NO	1.120,00	1.100,00	-1,79%	-1,24%	-1,62%	NO	NO	0,00	109,10
5	119,50	1.195.000	9,53%	110,83	NO	YES	YES	1.100,00	1.200,00	9,09%	0,44%	-1,18%	NO	NO	0,00	119,50
6	121,00	1.210.000	1,26%	110,83	NO	YES	YES	1.200,00	1.210,00	0,83%	0,42%	-0,75%	NO	NO	0,00	121,00
7	118,00	1.180.000	-2,48%	110,83	YES	NO	NO	1.210,00	1.215,00	0,41%	-2,89%	-3,65%	NO	NO	0,00	118,00
8	126,50	1.265.000	7,20%	110,83	NO (1)	YES	YES	1.215,00	1.225,00	0,82%	6,38%	2,73%	YES	YES	5.187,54	125,98
9	127,50	1.275.000	1,21%	125,98	YES	YES	YES	1.225,00	1.230,00	0,41%	0,80%	0,80%	YES	YES	1.524,98	127,35

(\*) the HWM has been reset compared to last year.  
(1) Despite the absence of crystallisation of Performance Fee during the last five years, the HWM is not reset as the Net Asset Value of the precedent year-end (118) is higher than the HWM (110,83)

## 10. RISK MANAGEMENT

The Sub-Fund will use the commitment approach to monitor its global exposure.

## 11. PROFILE OF THE TYPICAL INVESTOR

The Sub-Fund is suitable for either non-sophisticated and sophisticated investors, who should understand and

are able to bear the risks of an investment in the Sub-Fund in any case, including the risk of losing all or substantially all of their investment.

Shareholders should note that the value of their investment could fall as well as rise and they should accept that there is no guarantee that they will recover their initial investment.

## SPECIAL SECTION 2

### BESTINVER TORDESILLAS SICAV – IBERIA LONG-SHORT

This Special Section is valid only if accompanied by the General Section of the Prospectus. This Special Section refers only to Bestinver Tordesillas SICAV – Iberia Long-Short (the **Sub-Fund**).

#### 1. INVESTMENT POLICY

##### 1.1 Investment objective

The Sub-Fund aims to achieve capital appreciation over the long term by investing in equities and equity related securities, in such a way that risk (notably downside risk) is substantially reduced. With its market hedging approach, the Fund aims to keep the volatility under 8% (12-month rolling daily returns' volatility). Long investments are based on a fundamental stock picking, focused on gaining exposure to those companies with best expectations while short synthetic positions will aim to capture down-trend performance from those companies with worst expectations, under a deep and strict control of the performance. In addition, market risk is hedged mainly by selling index futures in order to adapt the net exposure to the manager's expectations and macro environment.

No guarantee may be granted that the investment objective will be achieved.

##### 1.2 Investment policy

The Sub-Fund will invest its assets only in equities or equity related securities listed on a Regulated Market, Another Regulated Market or any other stock exchange. These equities or equity related securities will be listed:

- (A) in Spain or Portugal; and
- (B) in any other OECD Member State and Brazil.

The Sub-Fund will invest up to 20% of its assets as per (B) above. The remaining equity assets will be invested in the main markets as described in (A) above.

The equities or equity related securities will be issued by companies of any market capitalisation including large, mid and small capitalisations.

With respect to the long/short positions exposures, the Sub-Fund may invest directly or indirectly in equities or equity related securities. Indirect investments may be made through Financial Derivative instruments traded on a Regulated Market (such as index futures) and/or over the counter (**OTC**) – mainly “Equity Swaps” -, as well as ADRs and Exchange Traded Funds (**ETFs**).

By the use of Financial Derivative Instruments, the Investment Manager seeks either to hedge specific market or equity exposures or to gain an exposure to specific markets and/or issuers.

The Sub-Fund's exposure to equity markets will at any given moment be established according to current market conditions in order to reduce the volatility of the Sub-Fund's return and adjust market exposure to the investment manager's view of the economic environment. The flexibility of the Sub-Fund enables the Investment Manager to set the net exposure with total flexibility, subject to the restrictions described under 1.3 below.

The Sub-Fund has a long / short approach to obtain long term appreciation while lowering exposure to general



market risk. It is expected that the long positions will be at the discretion of the Investment Manager while the net exposure of the Sub-Fund will be limited to 80% of the Net Asset Value and the short synthetic position through derivative instruments other than index futures to 50% of the Net Asset Value. The Sub-Fund will take long positions in stocks of companies that are identified as undervalued and short synthetic positions in stocks of companies that are identified as overvalued.

The Sub-Fund may invest up to 10% of its net assets into SPACs provided that they qualify, at any point of their lifecycle, as transferable securities within the meaning of Article 1(34) and Article 41 of the Law of 2010 and Article 2 of the Grand-ducal regulation of 8 February 2008 relating to certain definitions of the amended law of 20 December 2002 on undertakings for collective investment.

The Sub-Fund will be actively managed without reference to a benchmark.

The Sub-Fund does not promote ESG characteristics and/or Sustainability Factors and does not maximize portfolio alignment with Sustainability Factors. Nevertheless, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring of the Investment Manager to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

It is expected that the Sub-Fund will be exposed to a broad range of Sustainability Risks. However, as the Sub-Fund is broadly diversified, it is anticipated Sustainability Risk will drive a low financial impact on the value of the Sub-Fund.

For the purposes of the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, prospective investors are hereby informed that the investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

Further information on the Investment Manager's ESG approach and its policy on the integration of Sustainability Risks is available upon request/on the Investment Manager website.

### **1.3 Investment restrictions**

The Sub-Fund complies with the investment restrictions set out under Section 4 of the General Section.

Additionally, the Sub-Fund will comply with the following investment restrictions:

- The Sub-Fund will not open positions in Financial Derivative Instruments to gain an exposure to an issuer which is not based in an OECD Member State;
- The Sub-Fund will not invest more than 10% of its net assets in other UCI or UCITS;
- The Sub-Fund may hold more than 50% of its net assets in cash, bank deposits and Money Market Instruments with total flexibility in its exposure to these assets. The Sub-Fund may be required to hold part of its assets in cash as margin for its exposure to Financial Derivative Instruments;
- The Sub-Fund may not hold up more than 20% of its net assets in ancillary liquid assets. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.

## 1.4 Specific Risk Factors

Before making an investment decision with respect to this Sub-Fund, prospective investors should carefully consider the risks of investing set out in Section 7 of the General Section and in particular the risks linked to investments in emerging markets as set out in 7.3 of the General Section as companies that the Sub-Fund might invest in may be listed in countries that might be considered as emerging markets.

The Sub-Fund may use derivatives as part of its investment strategy and such investments are inherently volatile and the Sub-Fund could potentially be exposed to additional risks and costs should the market move against it. The Sub-Fund may particularly take long positions in some investments. Should the value of such investment decrease, it will have a negative effect on the Sub-Fund's value.

The intention of the Sub-Fund is also to achieve capital appreciation in taking short positions. Short selling allows the investor to profit from declines in securities. However, a synthetic short sale creates the risk of a theoretically unlimited loss, in the event the price of the underlying security could theoretically increase without limit.

## 1.5 Cash

The Sub-Fund may hold more than 50% of its assets in cash and bank deposits when aiming to reduce or limit exposure to equity markets subject to the investment restrictions set out under 1.3 above.

The Sub-Fund may in exceptional cases borrow cash for investment purposes and to handle large redemptions under the condition (i) that the respective loan must be temporary in the sense that the loan is terminated within a reasonable time and (ii) that such borrowing is not a permanent feature of the Sub-Fund's investment policy in the sense that the borrowing takes place on a recurring basis. Any loan is subject to the condition that this borrowing does not exceed 10% of the Sub-Fund's Net Asset Value.

## 2. REFERENCE CURRENCY

The Reference Currency of the Sub-Fund is the EUR.

## 3. TERM OF THE SUB-FUND

The Sub-Fund has been created for an unlimited period of time.

## 4. VALUATION DAY

The Net Asset Value of the Sub-Fund is calculated as of each Business Day (the **Valuation Day**). A Business Day means any full day on which the banks are open for normal business banking in Luxembourg and Spain.

## 5. CLASSES OF SHARES AVAILABLE

As of the day of the Prospectus, the following Classes are available for subscription by investors:

Class of Shares	A	I	Z	X
Distribution or accumulation	Accumulation	Accumulation	Accumulation	Accumulation
Eligible Investors	unrestricted	Institutional Investors	Unrestricted	Institutional Investors

Reference Currency	EUR	EUR	EUR	EUR
Minimum Subscription Amount	1,000	150,000	1,000	10,000,000
Subsequent Investment Amount	1,000	1,000	1,000	100,000
Minimum Holding Amount	1,000	150,000	1,000	10,000,000
Initial Subscription Price	10	10	10	10
Subscription Fee	max. 5%	max. 5%	max. 5%	max. 5%
Redemption Fee	max. 3%	max. 3%	max. 3%	max.3%
Conversion Fee	max 3%	max 3%	max. 3%	Max. 3%
Management Fee	max. 0.04% p.a.	max. 0.04% p.a.	max. 0.04% p.a.	max. 0.04% p.a.
subject to a minimum Management Fee p.a. for the Sub-Fund of EUR 10,000.				
Investment Management Fee	1.75% p.a. of the Net Asset Value	1.25% p.a. of the Net Asset Value	1% p.a. of the Net Asset Value	0.85% p.a. of the Net Asset Value
Performance Fee Rate	10% over the High Water Mark	10% over the High Water Mark	10% over the High Water Mark	10% over the High Water Mark

## 6. SUBSCRIPTION

Subscriptions to the Sub-Fund's Shares must be made using the documents available from the registered offices of the Company or the Distributor(s).

Subscriptions for shares are accepted as of each Business Day. The application to subscribe shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Applications received after cut off time will be processed as of the next Valuation Day.

Payments for subscriptions must be received in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Subscription Fee as set out under Section 5 of this Special Section may be levied upon the subscription of Shares.

## 7. REDEMPTION

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be sent in writing to the UCI Administrative Agent or to the Distributor(s).

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Redemption requests received after this deadline will be processed as of the next Valuation Day.

Redemptions will be paid by the Depositary in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Redemption Fee as set out under Section 5 of this Special Section may be levied upon the redemption of Shares. Redemption proceeds may be converted into any freely convertible currency at the Shareholder's request and at his/her/its own expenses.

## 8. CONVERSION

Shares in the Sub-Fund may be converted as of each Business Day.

Each Shareholder in the Sub-Fund may convert all or part of his/her/its Shares into Shares of another Sub-Fund in accordance with the 11 of the General Section.

The request to convert shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. The request to convert Shares received after this deadline will be processed as of the next Valuation Day.

A Conversion Fee in favour of this Sub-Fund or Class as set out under Section 5 of this Special Section may be levied.

## 9. REMUNERATION OF THE INVESTMENT MANAGER

### (a) Investment Management Fee

The Investment Manager is entitled to receive out of the assets of the Company an annual investment management fee (the **Investment Management Fee**) payable monthly at such rate p.a. as set out in respect of each Class under Section 5 above based on the average Net Asset Value of the relevant Class over the relevant period. The Investment Management Fee is payable monthly in arrears.

### (b) Performance Fee

In addition to the Investment Management Fee, the Investment Manager is entitled to receive a performance fee (the "**Performance Fee**") of 10% of the performance achieved over a high watermark paid out of the net assets of the Sub-Fund (excluding the Performance Fee), provided that there are positive returns for the Sub-Fund.

The Performance Fee is calculated, and accruing daily as an expense of the relevant Class, over the relevant performance period. In the event of underperformance of the Sub-Fund compared to the high-watermark in relation the last calculated Net Asset Value per Share, the provision is readjusted by means of a reversal of the provision.

To determine the performance periods, each calendar year will be a performance period.

The Performance Fee is subject to a high watermark which ensures that Shareholders will not be charged a Performance Fee until any previous losses are recovered.

The high watermark is the greater of:

- (i) the latest Net Asset Value per Share after deduction of the Performance Fee calculated over the previous performance period; and
- (ii) the latest high watermark.

The first high watermark will be the Initial Subscription Price. No provision for the Performance Fee shall be made if the Net Asset Value is lower than the high watermark. The Performance Reference Period is set to five years.

The Performance Fee is calculated on the basis of the Net Asset Value after deduction of all expenses, liabilities and Investment Management Fees (but not the Performance Fee), and is adjusted to take into account of all subscriptions, redemptions, dividends and distributions.

The crystallization date (the point at which the accrued performance fee, if any, becomes payable to the Investment Manager) will occur at the end of the relevant performance period. In the event that a Shareholder redeems Shares prior to the end of a performance period, any accrued but unpaid Performance Fee in respect of such Shares will be paid to the Investment Manager at the end of the relevant performance period.

The Performance Fee will be paid to the Investment Manager within fourteen (14) Business Days following the relevant performance period. The below table illustrates an example of how the Performance Fee will be calculated:

Performance Reference Period	Total Net Assets before Performance fee	NAV before performance fee	HWM	Net Cumulated Performance of the Assets	NAV>HWM?	Performance fee (10%)	NAV after performance fee
T0	1.000.000	100,00	100,00	0		0	100,00
T1	1.100.000	110,00	100,00	100.000	YES	10.000	109,00
T2	1.102.000	110,20	109,00	12.000	YES	1.200	110,08
T3	1.110.000	111,00	110,08	9.200	YES	920	110,91
T4	1.080.000	108,00	110,91	-29.080	NO	0	108,00
T5	1.090.000	109,00	110,91	10.000	NO	0	109,00
T6	1.120.000	112,00	110,91	30.000	YES	3.000	111,70

## 10. RISK MANAGEMENT

The Sub-Fund will use the commitment approach to monitor its global exposure.

## 11. PROFILE OF THE TYPICAL INVESTOR

The Sub-Fund is suitable for either non-sophisticated and sophisticated investors, who should understand and are able to bear the risks of an investment in the Sub-Fund in any case, including the risk of losing all or substantially all of their investment.

Shareholders should note that the value of their investment could fall as well as rise and they should accept that there is no guarantee that they will recover their initial investment.

## SPECIAL SECTION 3

### BESTINVER TORDESILLAS SICAV – EUROPEAN FINANCIAL OPPORTUNITIES

This Special Section is valid only if accompanied by the General Section of the Prospectus. This Special Section refers only to Bestinver Tordesillas SICAV – European Financial Opportunities (the **Sub-Fund**).

#### 1. INVESTMENT POLICY

##### 1.1 Investment objective

The Sub-Fund aims to achieve capital appreciation over the long term by investing in equities, equity-related securities, and cash (or bank deposits) in the financial sector, including banks, insurance companies, diversified financials, fintechs and closed-ended real estate investment trusts and companies investing in real estate assets. Fintechs shall include neobanks (banks that operate mainly on-line), payment companies with a significant presence in e-commerce, software companies linked to the financial sector and ecommerce companies with a presence in payments.

No guarantee may be granted that the investment objective will be achieved.

##### 1.2 Investment policy

The Sub-Fund will invest its assets in securities listed on a Regulated Market, or any other stock exchange. These securities will be listed in:

- any OECD Member State; and
- other states considered as emerging market with an investment grade credit rating.

The Sub-Fund will invest in different asset classes, defined as:

- equity and equity related securities: include Financial Derivative instruments traded on a Regulated Markets (such as index futures) and/or over the counter (**OTC**) – mainly “Equity Swaps”, as well as American depositary receipts (**ADRs**) and Exchange Traded Funds (**ETFs**).

The Sub-Fund will invest a maximum of 40% of its net assets on non-European markets and with a long bias. Holdings in the above mentioned asset classes in emerging markets will be infrequent and subject to a limit of 20% of the Sub-Fund’s net assets.

The main investment focus of the Sub-Fund will be banks, insurance companies, diversified financials and fintech, with no limit by sub-sector. The equity portfolio shall be composed by a limited number of securities, mainly of European bank, insurance companies, diversified financials and fintech with medium and large market capitalisation.

The investment strategy in a reduced number of companies offers greater potential in achieving the investment objective of the Sub-Fund but it may also increase the Sub-Fund’s volatility with respect to the market or other more diversified funds.

The Sub-Fund may invest directly or indirectly in equities or equity related securities. Indirect investments may be made through Financial Derivative Instruments traded on a Regulated Market (such as index futures) and/or OTC – mainly “Equity Swaps” -, as well as ADRs and ETFs.

By the use of Financial Derivative Instruments, the Investment Manager seeks either to hedge the specific

sector or asset exposure or to gain additional exposure to specific markets and/or issuers. This will be done through equity swaps, futures, forwards and options over any eligible underlying, such as transferable securities, currencies, interest rates or financial indexes.

The Sub-Fund may invest in issuers based on emerging markets and the selection criteria will be based on different factors, including, but not limited to, the issuer's country credit rating. Nonetheless, the Sub-Fund will not be able to invest in issuers based on emerging markets with a country credit rating below investment grade (at least one of the 3 (three) main rating agencies -S&P, Moody's and Fitch- should have an investment grade rating on the country). In case where an emerging market, in which the Sub-Fund would be invested, would lose its investment grade status, the Sub-Fund would have 12 (twelve) months to sell its positions.

The Sub-Fund may invest in securities denominated in other currencies different to the reference currency (Euro). The hedging of the currency risks will be subject to the investment manager discretionary position.

The Sub-Fund's exposure to equity markets will at any given moment be established according to current market conditions in order to reduce the volatility of the Sub-Fund's return and adjust market exposure to the investment manager's view of the economic environment. The flexibility of the Sub-Fund enables the Investment Manager to set the net exposure with total flexibility, subject to the restrictions described under 1.3 below.

Short positions may be taken when the Investment Manager foresees the possibility of making a return on a single security by betting that its value will drop in the market. Short positions will be taken on equity securities. However, the Investment Manager does not plan to have a market neutral position on equities as an investment policy, as a result, the position on equities (if any) will normally have a long bias. In the extreme scenario that the Investment Manager would have a very bearish view of equities, the Sub-Fund may be net short in equity although this would be rare.

The Sub-Fund is actively managed. The flexibility of the Sub-Fund enables the Investment Manager to rotate the portfolio from one asset class to another without restrictions.

The Sub-Fund may invest up to 10% of its net assets into SPACs provided that they qualify, at any point of their lifecycle, as transferable securities within the meaning of Article 1(34) and Article 41 of the Law of 2010 and Article 2 of the Grand-ducal regulation of 8 February 2008 relating to certain definitions of the amended law of 20 December 2002 on undertakings for collective investment.

The Sub-Fund does not promote ESG characteristics and/or Sustainability Factors and does not maximize portfolio alignment with Sustainability Factors. Nevertheless, it remains exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring of the Investment Manager to the extent that they represent a potential or actual material risks and/or opportunities to maximizing the long-term risk-adjusted returns.

It is expected that the Sub-Fund will be exposed to a broad range of Sustainability Risks. However, as the Sub-Fund is broadly diversified, it is anticipated Sustainability Risk will drive a low financial impact on the value of the Sub-Fund.

For the purposes of the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, prospective investors are hereby informed that the investments of the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

Further information on the Investment Manager's ESG approach and its policy on the integration of Sustainability Risks is available upon request/on the Investment Manager website.

### **1.3 Investment restrictions**

The Sub-Fund complies with the investment restrictions set out under Section 4 of the General Section.

Additionally, the Sub-Fund will comply with the following investment restrictions:

- The Sub-Fund will not invest more than 10% of its net assets in other UCI or UCITS;
- The Sub-Fund will not borrow cash for investment purposes;
- The Sub-Fund may hold more than 50% of its net assets in cash, bank deposits and Money Market Instruments with total flexibility in its exposure to these assets. The Sub-Fund may be required to hold part of its assets in cash as margin for its exposure to Financial Derivative Instruments; and
- The Sub-Fund may not hold up more than 20% of its net assets in ancillary liquid assets. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.

### **1.4 Specific Risk Factors**

Before making an investment decision with respect to this Sub-Fund, prospective investors should carefully consider the risks of investing set out in Section 7 of the General Section and in particular the risks linked to investments in emerging markets as set out in 7.3 of the General Section as companies that the Sub-Fund might invest in may be listed in countries that might be considered as emerging markets; and the risks linked to investments in specific segment as set out in 7.9 headed “Concentration and diversification” of the General Section.

### **1.5 Cash and bank deposits**

The Sub-Fund may hold more than 50% of its assets in cash and bank deposits when aiming to reduce or limit exposure to equity markets subject to the investment restrictions set out under 1.3 above.

The Sub-Fund may in exceptional cases borrow cash for investment purposes and to handle large redemptions under the condition (i) that the respective loan must be temporary in the sense that the loan is terminated within a reasonable time and (ii) that such borrowing is not a permanent feature of the Sub-Fund's investment policy in the sense that the borrowing takes place on a recurring basis. Any loan is subject to the condition that this borrowing does not exceed 10% of the Sub-Fund's Net Asset Value.

## **2. REFERENCE CURRENCY**

The Reference Currency of the Sub-Fund is the EUR.

## **3. TERM OF THE SUB-FUND**

The Sub-Fund has been created for an unlimited period of time.

## **4. VALUATION DAY**

The Net Asset Value of the Sub-Fund is calculated as of each Business Day (the **Valuation Day**).



## 5. CLASSES OF SHARES AVAILABLE

As of the day of the Prospectus, the following Classes are available for subscription by investors:

<b>Class of Shares</b>	<b>A</b>	<b>I</b>	<b>Z</b>	<b>X</b>
Distribution or accumulation	Accumulation	Accumulation	Accumulation	Accumulation
Eligible Investors	unrestricted	Institutional Investors	Unrestricted	Institutional Investors
Reference Currency	EUR	EUR	EUR	EUR
Minimum Subscription Amount	1,000	150,000	1,000	10,000,000
Subsequent Investment Amount	1,000	1,000	1,000	100,000
Minimum Holding Amount	1,000	150,000	1,000	10,000,000
Initial Subscription Price	EUR 10	EUR 10	EUR 10	10
Subscription Fee	max. 5%	max. 5%	max. 5%	max. 5%
Redemption Fee	max. 3%	max. 3%	max. 3%	max. 3%
Conversion Fee	max 3%	max 3%	max 3%	max 3%
Management Fee	max. 0.04% p.a.	max. 0.04% p.a.	max. 0.04% p.a.	max. 0.04% p.a.
subject to a minimum Management Fee p.a. for the Sub- Fund of EUR 10,000.				
Investment Management Fee	1.75% p.a. of the Net Asset Value	1.25% p.a. of the Net Asset Value	1% p.a. of the Net Asset Value	0.70% p.a. of the Net Asset Value
Performance Fee Rate	7% over the High Water Mark	7% over the High Water Mark	7% over the High Water Mark	7% over the High Water Mark

## 6. SUBSCRIPTION

Subscriptions to the Sub-Fund's Shares must be made using the documents available from the registered offices of the Company or the Distributor(s).

Subscriptions for shares are accepted as of each Business Day. The application to subscribe shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Applications received after cut off time will be processed as of the next Valuation Day.

Payments for subscriptions must be received in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Subscription Fee as set out under Section 5 of this Special Section may be levied upon the subscription of Shares.

## 7. REDEMPTION

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be sent in writing to the UCI Administrative Agent or to the Distributor(s).

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Redemption requests received after this deadline will be processed as of the next Valuation Day.

Redemptions will be paid by the Depositary in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Redemption Fee as set out under Section 5 of this Special Section may be levied upon the redemption of Shares. Redemption proceeds may be converted into any freely convertible currency at the Shareholder's request and at his/her/its own expenses.

## 8. CONVERSION

Shares in the Sub-Fund may be converted as of each Business Day.

Each Shareholder in the Sub-Fund may convert all or part of his/her/its Shares into Shares of another Sub-Fund in accordance with the 11 of the General Section.

The request to convert shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. The request to convert Shares received after this deadline will be processed as of the next Valuation Day.

A Conversion Fee in favour of this Sub-Fund or Class as set out under Section 5 of this Special Section may be levied.

## 9. REMUNERATION OF THE INVESTMENT MANAGER

- Investment Management Fee

The Investment Manager is entitled to receive out of the assets of the Company an annual investment management fee (the **Investment Management Fee**) payable monthly at such rate *per annum* as set out in respect of each Class under Section 5 above based on the average Net Asset Value of the relevant Class over the relevant period. The Investment Management Fee is payable monthly in arrears.

- Performance Fee

In addition to the Investment Management Fee, the Investment Manager is entitled to receive a performance fee (the "**Performance Fee**") of 7% of the performance achieved over a high watermark paid out of the net assets of the Sub-Fund (excluding the Performance Fee), provided that there are positive returns for the Sub-Fund.

The Performance Fee is calculated, and accruing daily as an expense of the relevant Class, over the relevant performance period. In the event of underperformance of the Sub-Fund compared to the high-water-mark in relation the last calculated Net Asset Value per Share, the provision is readjusted by

means of a reversal of the provision.

To determine the performance periods, each calendar year will be a performance period.

The Performance Fee is subject to a high watermark which ensures that Shareholders will not be charged a Performance Fee until any previous losses are recovered.

The high watermark is the greater of:

- (i) the latest Net Asset Value per Share after deduction of the Performance Fee calculated over the previous performance period; and
- (ii) the latest high watermark.

The first high watermark will be the Initial Subscription Price. No provision for the Performance Fee shall be made if the Net Asset Value is lower than the high watermark. The Performance Reference Period is set to five years.

The Performance Fee is calculated on the basis of the Net Asset Value after deduction of all expenses, liabilities and Investment Management Fees (but not the Performance Fee), and is adjusted to take into account of all subscriptions, redemptions, dividends and distributions.

The crystallization date (the point at which the accrued performance fee, if any, becomes payable to the Investment Manager) will occur at the end of the relevant performance period. In the event that a Shareholder redeems Shares prior to the end of a performance period, any accrued but unpaid Performance Fee in respect of such Shares will be paid to the Investment Manager at the end of the relevant performance period.

The Performance Fee will be paid to the Investment Manager within fourteen (14) Business Days following the relevant performance period.

The below table illustrates an example of how the Performance Fee will be calculated:

Performance Reference Period	Total Net Assets before Performance fee	NAV before performance fee	HWM	Net Cumulated Performance of the Assets	NAV>HWM?	Performance fee (7%)	NAV after performance fee
T0	1.000.000	100,00	100,00	0		0	100,00
T1	1.100.000	110,00	100,00	100.000	YES	7.000	109,30
T2	1.102.000	110,20	109,30	9.000	YES	630	110,14
T3	1.110.000	111,00	110,14	8.630	YES	604	110,94
T4	1.080.000	108,00	110,94	-29.396	NO	0	108,00
T5	1.090.000	109,00	110,94	10.000	NO	0	109,00
T6	1.120.000	112,00	110,94	30.000	YES	2.100	111,79

## 10. RISK MANAGEMENT

The Sub-Fund will use the commitment approach to monitor its global exposure.

## 11. PROFILE OF THE TYPICAL INVESTOR

The Sub-Fund is suitable for either non-sophisticated and sophisticated investors, who should understand and are able to bear the risks of an investment in the Sub-Fund in any case, including the risk of losing all or substantially all of their investment.

Shareholders should note that the value of their investment could fall as well as rise and they should accept that there is no guarantee that they will recover their initial investment.

## SPECIAL SECTION 4

### BESTINVER TORDESILLAS SICAV – MEGATRENDS

This Special Section is valid only if accompanied by the General Section of the Prospectus. This Special Section refers only to Bestinver Tordesillas SICAV –Megatrends (the **Sub-Fund**).

#### 1. INVESTMENT POLICY

##### 1.1 Investment objective

The Sub-Fund aims to achieve capital appreciation over the long term by investing directly in equities. The Sub-Fund may also on an ancillary basis invest indirectly in securities through other UCITS and UCIs. Market risk of direct and indirect equity investments will be considered in order to establish the suited equity exposure, looking to reduce the volatility of the return.

No guarantee may be granted that the investment objective will be achieved.

##### 1.2 Investment policy

The Sub-Fund will invest directly its assets only in equities listed on a Regulated Market or any other stock exchange. These equities or equity related securities will be listed:

- (a) in OECD Member State; and
- (b) in companies listed on emerging markets<sup>4</sup>, considering such any market outside OECD member countries, such companies listed or with domicile in Russia or in China either mainly via ADRs or directly in China B-Shares, which are equity securities of Chinese companies listed and traded in HKD or USD on Chinese stock exchanges such as Shenzhen or Shanghai Stock Exchanges.

The Sub-Fund will invest up to 30% of its assets as per (b) above. The remaining equity assets will be invested in the main markets as described in (a) above.

The Sub-Fund takes Sustainability Risk and ESG characteristics into account as part of its selection process. In that respect, the Sub-Fund promotes environmental and/or social characteristics within the meaning of Article 8 of SFDR.

Investments will be made in equity issued by companies with environmental, social and governance (ESG) consideration.

The Sub-Fund will make socially responsible investments focus on the following trends and sectors:

- (1) improvement of the quality of life (such as health care, pharmaceutical companies, healthy food industries, bio pharma, leisure, sports);
- (2) interconnectivity, innovation and high technology (such as robotic industries, digital technologies, internet, artificial intelligence);

---

<sup>4</sup> Emerging markets will typically be those defined by the International Monetary Fund as such or those defined by the World Bank as emerging or developing economies.

- (3) de carbonization of the economy (such as renewable energy, electric vehicles, improvement of transportation, cleaner environment and water).

Certain investments which are considered to conflict with the Fund's objective are excluded from the investment universe. The excluded investments are the following, but are not limited to:

- (1) Companies that the Bestinver ESG Board deems to be not compliant with Bestinver's Responsible Investment Principles; and
- (2)
  - (a) Companies with any exposure to production and distribution of tobacco, extraction of thermal coal, to controversial weapons, production or distribution of assault weapons for use by civilians, production or distribution of adult entertainment
  - (b) Companies with more than 10% of revenue exposed to the following businesses: thermal coal generation, extraction of non-conventional oil and gas (shale gas and oil sands), fossil fuel exploration and exploitation in Arctic regions, palm oil production, alcohol production and distribution, operation, production and distribution of specialised equipment and support services in the gaming and gambling sector
  - (c) Companies with more than 15% of their revenue exposed to conventional oil and gas production; and
- (3) Companies involved in the operation and construction of nuclear energy plants if such company's business is carried out in any country that does not comply with any of the following three conditions:
  - the host country must be a member of the IAEA (International Atomic Energy Agency),
  - the host country must have ratified the Convention on Nuclear Safety, the Convention on the Physical Protection of Nuclear Material and the Joint Convention on the Safety of Spent Fuel Management and on the Safety of Radioactive Waste Management (or have adopted adequate measures to comply with the requirements included in said conventions), and
  - the host country must have ratified the Non-Proliferation of Nuclear Weapons Treaty and the International Convention for the Suppression of Acts of Nuclear Terrorism.

The Investment Manager has discretion to invest in companies with limited exposure to fossil fuels but which are driving or significantly participating in the transition to a more sustainable economy.

While the Sub-Fund promotes ESG characteristics, it does not currently commit to investing in any "sustainable investments" within the meaning of the SFDR. Accordingly, it should be noted that the investments underlying this Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities within the meaning of the Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, as amended from time to time (the "Taxonomy Regulation").

The equities or equity related securities will be issued by companies of any market capitalisation including large, mid and small capitalisations. The Sub-Fund may invest in assets denominated in any currency and currency exposure may be hedged.

Debt securities, cash and bank deposits may be held on an ancillary basis, subject to the investment restrictions set out under 1.3 below. The Sub-Fund may also invest in UCITS and other UCIs.

The Sub-Fund may use financial derivative instruments for the purposes of hedging and efficient portfolio management.

The Sub-Fund may invest up to 10% of its net assets into SPACs provided that they qualify, at any point of their lifecycle, as transferable securities within the meaning of Article 1(34) and Article 41 of the Law of 2010 and Article 2 of the Grand-ducal regulation of 8 February 2008 relating to certain definitions of the amended law of 20 December 2002 on undertakings for collective investment.

The Sub-Fund will be actively managed and the benchmark against which performance will be measured will be MSCI World Net Total Return EUR Index (MSDEWIN). The flexibility of the Sub-Fund enables the Investment Manager to switch from one particular megatrend/sector to another without restrictions. This benchmark does not take into account the sustainable investment objective of the Sub-Fund.

The Investment Manager has appointed *Vitalis Asesor Independiente S.A.P.I* as Investment Advisor of the Sub-Fund. *Vitalis Asesor Independiente S.A.P.I* is a Mexican company registered with the Mexican regulator *Comisión Nacional Bancaria y de Valores* under number 30053. *Vitalis Asesor Independiente S.A.P.I* is an actuarial consultancy with an extended long track pension plans management, who will analyse in a consistent manner the companies which will composed the Sub-Fund's portfolio for ensure that such companies comply with the Socially Responsible Investment (SRI) criteria.

### 1.3 Investment restrictions

The Sub-Fund complies with the investment restrictions set out under Section 4 of the General Section.

Additionally, the Sub-Fund will comply with the following investment restrictions:

- The Sub-Fund will not open positions in Financial Derivative Instruments to gain an exposure to an issuer which is not based in an OECD Member State;
- The Sub-Fund will not invest more than 10% of its net assets in other UCI or UCITS;
- The Sub-Fund will not borrow cash for investment purposes; and
- The Sub-Fund may not hold up more than 20% of its net assets in ancillary liquid assets. The mentioned 20% limit shall only be temporarily breached for a period of time strictly necessary when, because of exceptionally unfavourable market conditions, circumstances so require and where such breach is justified having regard to the interests of the investors.

### 1.4 Specific Risk Factors

Before making an investment decision with respect to this Sub-Fund, prospective investors should carefully consider the risks of investing set out in Section 7 of the General Section and in particular the risks linked to concentration and diversification as set out in Section 7.9 of the General Section as the Sub-Fund will principally invest in equity in European companies.

Risk of investments in emerging markets as set out in 7.3 of the General Section should also be considered as companies that the Sub-Fund might invest in may be listed in countries that might be considered as emerging markets.

The Sub-Fund may follow market trends. Different factors may make the identified trends less effective because they may reduce the expected return. As a result of the foregoing, the investment trends may generate losses.

The Sustainability Risks of the Sub-Fund is considered to have a lower impact on its returns, due to the Sustainability Risk mitigating nature of its investment strategy which implement exclusions (of tobacco, alcohol, adult entertainment, weapons, oil industries, nuclear power), forward looking investment policies seeking sustainable financial return and active engagement with companies/issuers.

Further information about the integration of Sustainability Risks in the investment decisions is available upon request to the Investment Manager or online at the website [www.bestinver.es](http://www.bestinver.es)

## 1.5 Cash

The Sub-Fund may hold cash and bank deposits when aiming to reduce or limit exposure to equity markets.

Where financial market conditions so require, up to 100% of the assets of the Sub-Fund may be held on a temporary basis in cash and bank deposits, subject to compliance with the principle of risk diversification and the investment restrictions set out under 1.3 above.

## 2. REFERENCE CURRENCY

The Reference Currency of the Sub-Fund is the EUR.

## 3. TERM OF THE SUB-FUND

The Sub-Fund has been created for an unlimited period of time.

## 4. VALUATION DAY

The Net Asset Value of the Sub-Fund is calculated as of each Business Day (the **Valuation Day**). A Business Day means any full day on which the banks are open for normal business banking in Luxembourg and the United States of America.

## 5. CLASSES OF SHARES AVAILABLE

As of the day of the Prospectus, the following Classes are available for subscription by investors:

<b>Class of Shares</b>	<b>A</b>	<b>Z</b>
Distribution or accumulation	Accumulation	Accumulation
Eligible Investors	Unrestricted	Unrestricted
Reference Currency	EUR	EUR
Minimum Subscription Amount	150,000	1,000

Subsequent Investment Amount	1,000	1,000
Minimum Holding Amount	150,000	1,000
Initial Subscription Price	10	10
Subscription Fee	max. 5%	max. 5%
Redemption Fee	max. 3%	max. 3%
Conversion Fee	max 3%	max 3%
Management Fee	max. 0.04% p.a.	max. 0.04% p.a.
Investment Management Fee	1.75% p.a. of the Net Asset Value	1.00% p.a. of the Net Asset Value
Performance Fee Rate	15% over the High Water Mark	15% over the High Water Mark

## 6. SUBSCRIPTION

Subscriptions to the Sub-Fund's Shares must be made using the documents available from the registered offices of the Company or the Distributor(s).

Subscriptions for shares are accepted as of each Business Day. The application to subscribe shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Applications received after cut off time will be processed as of the next Valuation Day.

Payments for subscriptions must be received in EUR within 3 (three) Business Days after the relevant Valuation Day.

A Subscription Fee as set out under Section 5 of this Special Section may be levied upon the subscription of Shares.

## 7. REDEMPTION

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be sent in writing to the UCI Administrative Agent or to the Distributor(s).

Shares in the Sub-Fund may be redeemed as of each Business Day. The request to redeem Shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. Redemption requests received after this deadline will be processed as of the next Valuation Day.

Redemptions will be paid by the Depositary in EUR within 3 (three) Business Days after the relevant Valuation Day.



A Redemption Fee as set out under Section 5 of this Special Section may be levied upon the redemption of Shares. Redemption proceeds may be converted into any freely convertible currency at the Shareholder's request and at his/her/its own expenses.

## 8. CONVERSION

Shares in the Sub-Fund may be converted as of each Business Day.

Each Shareholder in the Sub-Fund may convert all or part of his/her/its Shares into Shares of another Sub-Fund in accordance with the 11 of the General Section.

The request to convert shares must be received by the UCI Administrative Agent no later than 15.00 (Luxembourg time) on the Business Day preceding the Valuation Day. The request to convert Shares received after this deadline will be processed as of the next Valuation Day.

A Conversion Fee in favour of this Sub-Fund or Class as set out under Section 5 of this Special Section may be levied.

## 9. REMUNERATION OF THE INVESTMENT MANAGER

### (a) Investment Management Fee

The Investment Manager is entitled to receive out of the assets of the Company an annual investment management fee (the **Investment Management Fee**) payable monthly at such rate p.a. as set out in respect of each Class under Section 5 above based on the average Net Asset Value of the relevant Class over the relevant period. The Investment Management Fee is payable monthly in arrears.

### (b) Performance Fee

In addition to the Investment Management Fee, the Investment Manager is entitled to receive a performance fee (the "**Performance Fee**") of 15% of the performance achieved against the Benchmark Index (as defined below), paid out of the net assets of the Sub-Fund (excluding the Performance Fee), provided that the NAV per Share is above the high-water-mark and the annual return of the Sub-Fund is positive.

The benchmark is MSCI World Net Total Return EUR Index (MSDEWIN) (the "**Benchmark Index**"). The choice of the Benchmark Index is based on the correspondence between its constituents and the assets within the investment policy of the Sub-Fund. Past performance of the Sub-fund against the Benchmark Index is available by following the website link in the Key Information Document of the relevant Class.

The Performance Fee is calculated and accruing daily as an expense of the relevant Class, over the relevant performance period. In the event of underperformance of the Sub-Fund compared to the Benchmark Index in relation to the last calculated Net Asset Value per Share, the provision is readjusted by means of a reversal of the provision. To this purpose, the length of the "**Performance Reference Period**" during which the negative performance of the Sub-Fund against the Benchmark Index shall be clawed back, is set to five years, and is calculated on a rolling basis.

To determine the performance periods, each calendar year will be a performance period.

The Performance Fee is also subject to a high-water mark which ensures that Shareholders

will not be charged a Performance Fee until any previous losses incurred during the Performance Reference Period are recovered. For the avoidance of any doubt, the high-water mark component of the Performance Fee is not a high-water mark model within the meaning of the ESMA Guidelines on performance fees in UCITS and certain types of AIFs (ESMA 34-39-992).

The high-water mark is the greater of:

- (i) the latest Net Asset Value per Share after deduction of the Performance Fee calculated over the previous performance period; and
- (ii) the latest high-watermark.

The first high-watermark will be the Initial Subscription Price.

No provision for the Performance Fee shall be made if the Net Asset Value is lower than the high-water mark.

If after five consecutive years no Performance Fee has been paid, the high-water mark will be reset and shall be equal to the Net Asset Value per Share on the last Valuation Day of such five years period (the “**Reset**”). If such value is higher than the high-water mark applicable at the end of the relevant performance period, the Board of Directors will not apply the Reset and the high-water mark will remain unchanged until the next End of Year Date (as defined below) on which the Board of Directors may reassess the opportunity of a Reset.

In the interests of clarity, even if the Net Asset Value is higher than the high-water mark and its performance is positive in the calendar year, no Performance Fee becomes payable if any underperformance of the Sub-Fund compared with the Benchmark Index over the Performance Reference Period has not been recovered.

The Performance Fee is calculated based on the Net Asset Value after deduction of all expenses, liabilities and Investment Management Fees (but not the Performance Fee), and is adjusted to take into account all subscriptions, redemptions, dividends and distributions.

The crystallization date (the point at which the accrued performance fee, if any, becomes payable to the Investment Manager) will occur at the end of the relevant performance period (the **End of Year Date**”), subject to a minimum period of 12 months.

In the event that (a) a Shareholder redeems Shares prior to the end of a performance period, (b) the Sub-Fund is merged or liquidated, or (c) the Board of Directors decides to crystallize the Performance Fee under specific circumstances and subject to the applicable laws and regulations, any accrued but unpaid Performance Fee in respect of such Shares will be paid to the Investment Manager at the end of the relevant performance period.

The Performance Fee will be paid to the Investment Manager within fourteen (14) Business Days following the relevant performance period.

The below table illustrates an example of how the Performance Fee will be calculated:

Period	NAV before Performance fee	Total Net Assets before Performance fee	Fund Performance	HWM	HWM Reset*	Outperformance vs HWM?	Positive Annual Performance?	Beginning of Period Benchmark Level	End of Period Benchmark Level	Benchmark Performance	Fund Performance vs Benchmark	Accumulated Performance vs Benchmark during reference period	Outperformance ?	Performance fee	Performance Fee (15% excess over Benchmark)	NAV after Performance Fee
0	100,00	1.000.000		100,00				1.000,00	1.000,00							100,00
1	111,00	1.110.000	11,00%	100,00	NO	YES	YES	1.000,00	1.100,00	10,00%	1,00%	1,00%	YES	YES	1.665,00	110,83
2	111,05	1.110.500	0,20%	110,83	YES	YES	YES	1.100,00	1.140,00	3,64%	-3,44%	-3,44%	NO	NO	0,00	111,05
3	112,50	1.125.000	1,31%	110,83	NO	YES	YES	1.140,00	1.120,00	-1,75%	3,06%	-0,38%	NO	NO	0,00	112,50
4	109,10	1.091.000	-3,02%	110,83	NO	NO	NO	1.120,00	1.100,00	-1,79%	-1,24%	-1,62%	NO	NO	0,00	109,10
5	119,50	1.195.000	9,53%	110,83	NO	YES	YES	1.100,00	1.200,00	9,09%	0,44%	-1,18%	NO	NO	0,00	119,50
6	121,00	1.210.000	1,26%	110,83	NO	YES	YES	1.200,00	1.210,00	0,83%	0,42%	-0,75%	NO	NO	0,00	121,00
7	118,00	1.180.000	-2,48%	110,83	YES	YES	NO	1.210,00	1.215,00	0,41%	-2,89%	-3,65%	NO	NO	0,00	118,00
8	126,50	1.265.000	7,20%	110,83	NO (1)	YES	YES	1.215,00	1.225,00	0,82%	6,38%	2,73%	YES	YES	5.187,54	125,98
9	127,50	1.275.000	1,21%	125,98	YES	YES	YES	1.225,00	1.230,00	0,41%	0,80%	0,80%	YES	YES	1.524,98	127,35

(\*) the HWM has been reset compared to last year.  
(1) Despite the absence of crystallisation of Performance Fee during the last five years, the HWM is not reset as the Net Asset Value of the precedent year-end (118) is higher than the HWM (110,83)

## 10. RISK MANAGEMENT

The Sub-Fund will use the commitment approach to monitor its global exposure.

## 11. PROFILE OF THE TYPICAL INVESTOR

The Sub-Fund is suitable for institutional investors, who should understand and are able to bear the risks of an investment in the Sub-Fund in any case, including the risk of losing all or substantially all of their investment.

Shareholders should note that the value of their investment could fall as well as rise and they should accept that there is no guarantee that they will recover their initial investment.

## PART C

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

**Product name:** Bestinver Tordesillas SICAV - Megatrends

**Legal entity identifier:** 213800WBUV64IWP7T815

## Environmental and/or social characteristics

### Sustainable investment

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

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

### Does this financial product have a sustainable investment objective?



**Yes**

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

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

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

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



**No**

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

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

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

with a social objective



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



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

The Sub-Fund promotes environmental and social characteristics by promoting climate change mitigation and adaptation characteristics among the investee companies.

The Sub-Fund does this in three ways:

- (1) Part of the portfolio is invested in the Decarbonisation of the economy theme, so we invest in companies that their activities provide solutions for climate change mitigation

and/or adaptation. For example, companies involved in renewable energies and electrification of the economy.

- (2) Furthermore, for the rest of the companies whose activities do not directly provide solutions for climate change mitigation and/or adaptation, the Sub-Fund expects them to embed climate change in their strategy and operations. Thus, the Sub-Fund expects companies to implement plans to align their businesses to the objectives of the Paris agreement and to effectively manage climate transition risks. The Sub-Fund also promotes that companies provide transparent and reliable information about their climate footprint and progress towards the climate targets they have set. As a matter of fact, these issues are the pillars of the Sub-Fund's internal ESG rating targets regarding the internal environmental score.
- (3) Finally, the Sub-Fund applies specific exclusion criteria to avoid investment in companies that have substantial involvement in activities that are considered to be detrimental to climate change mitigation and adaptation.

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

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

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

In order to measure the attainment of the promotion of climate change mitigation and/or adaptation, the fund uses the following indicators:

- (1) For the companies that are invested through the Sub-Fund decarbonisation of the economy theme, we require that at least 30% of the revenues are related to solutions for climate change mitigation and/or adaptation. In order to measure this involvement, the Sub-Fund uses the RBICS (Reverse Business Industry Classification system) and maps the subindustries that carry out these activities, matching them with the activities carried out by the invested companies.
- (2) For the whole portfolio, even for the companies whose activities do not directly provide a solution for climate change mitigation and/or adaptation, the Sub-Fund expects them to embed climate change in their strategy and operations. Thus, the Sub-Fund expects companies to implement plans to align their businesses to the objectives of the Paris agreement and to effectively manage climate transition risks. The Sub-Ffund also promotes that companies provide transparent and reliable information about their climate footprint and progress towards the climate targets they have set. In order to assess the alignment of the companies with the Paris agreement and the level of transparency regarding climate change related information, the Sub-Fund uses the following indicators:
  - a. Whether company's climate targets are set according to the Science Based targets initiative <https://sciencebasedtargets.org/>
  - b. Whether the company provides information to CDP and what score has CDP assigned to their climate change policies [www.cdp.net](http://www.cdp.net)

c. Whether the company follows the recommendations of the Task Force for Climate Related Financial Disclosures [www.fsb-tcfd.org](http://www.fsb-tcfd.org)

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

N/A

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

N/A

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

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

N/A

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

N/A

*The EU Taxonomy sets out a “do not significant harm” principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.*

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

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



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

Yes, \_\_\_\_\_

No



**What investment strategy does this financial product follow?**

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

The investment strategy of the fund follows a thematic approach and applies exclusions and ESG integration.

**Thematic approach:**

The Sub-Fund invests in companies with exposure to trends with great long-term growth potential. In order to identify those trends with the highest growth potential, the Sub-Fund focuses in three dimensions:

- (1) People. Improvement of quality of life and its implications for consumption habits, mainly driven by the following themes: Health, Knowledge, Standards of living and economic well-being and leisure.
- (2) Companies. Companies are essential for innovation and technological progress, both of which are the engines of a sustainable economy. In this area, the digitization and automation of the economy are particularly important, as they are catalysts for progress and productivity improvement.
- (3) Planet. The biggest challenge facing humanity is climate change. For this reason, those activities that contribute to the decarbonization of the economy, the adoption of

sustainable production processes and the best management of natural resources are considered critical for the future of the planet.

The definition of the investment universe therefore involves identifying those companies that are involved in at least one of these three dimensions (or “megatrends”):

- (1) Improvement of the quality of life.
- (2) Interconnectivity, innovation and high technology.
- (3) Decarbonization of the economy.

Exclusions:

To ensure that the companies in which the Sub-Fund invests contribute to a more sustainable world, the Sub-Fund will avoid investing in activities that can cause significant harm, for which it applies exclusion criteria to certain activities that we detail in this document. In addition to considering the activities excluded by the BESTINVER group's responsible investment policy, the Sub-Fund integrates additional criteria that provide the minimum guarantees that the activities of the companies contribute to a sustainable world (also detailed later in this document).

#### **ESG integration:**

Once the eligible universe is established by means of applying the fund exclusion policy (described in the fund prospectus), the identified opportunities that are considered to be potential additions to the portfolio are subjected to detailed fundamental analysis. An exhaustive evaluation is carried out of the key environmental, social and corporate governance risks and opportunities, using both the investment team knowledge and the information provided by external ESG data providers. Based on this analysis, an internal ESG rating is assigned to each company, classifying them into 4 categories: Gold, Green, Amber and Red.

- Gold category: This category includes companies with the best ESG performance and that are especially sensitive to the sustainable impact of their businesses. These companies not only represent a financial investment opportunity, they are also considered to be the most sustainable overall by the Bestinver investment team.
  - Green category: After exhaustively analysing the inputs of the ESG factors, both external and internal, and having evaluated their risks, the investment team considers that the potential benefit of investing in these companies is much higher than the identified risks, as these are of low impact and with a high potential of mitigation.
  - Amber category: The investment team considers that certain aspects of the business or the ESG management of the company can be improved, but that they do not create a significant risk to people and/or the environment and do not endanger its potential profitability.
  - Red category: The companies with a red rating have no place in the portfolio. Severe environmental, social or corporate governance risks are identified in their analysis. These are considered unacceptable and/or, in any case, greater than the potential profitability of investing in them.
- 
- ***What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?***



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

As stated in the Sub-Fund's investment strategy, there are four overall binding elements used to select the investments to attain the promotion of climate change mitigation and adaptation characteristics:

- (1) For the companies that are invested through the Sub-Fund decarbonisation of the economy theme, the Sub-Fund requires that at least 30% of the revenues are related to solutions for climate change mitigation and/or adaptation. In order to measure this involvement, the fund uses the RBICS (Revere Business Industry Classification system) and maps the subindustries that carry out these activities, matching them with the activities carried out by the invested companies.
- (2) For the whole portfolio (even for the companies whose activities do not directly provide solutions for climate change mitigation and/or adaptation), the fund will not invest in companies that have substantial involvement in activities that are considered to be detrimental to climate change mitigation and adaptation, using the following exclusion criteria:
  - a. Companies with any (more than 0%) of their revenues involved in extraction of thermal coal;
  - b. Companies with more than 10% of revenues involved in the following activities: thermal coal power generation, extraction of non-conventional oil and gas (shale gas and oil sands), fossil fuel exploration and exploitation in Arctic regions, palm oil production; and
  - c. Companies with more than 15% of their revenues involved in conventional oil and gas production.
- (3) The Sub-Fund will apply additional exclusion criteria to all companies not related to climate change mitigation and adaptation:
  - a. Companies with any (more than 0%) of their revenues involved in the following activities: production and distribution of tobacco, controversial weapons, production or distribution of assault weapons for use by civilians, production or distribution of adult entertainment;
  - b. Companies with more than 10% of revenues involved in the following activities: alcohol production and distribution, operation, production and distribution of specialised equipment and support services in the gaming and gambling sector; and
  - c. Companies involved in the operation and construction of nuclear energy plants if such company's activities are carried out in any country that does not comply with any of the following three conditions:
    - i. the host country must be a member of the IAEA (International Atomic Energy Agency),
    - ii. the host country must have ratified the Convention on Nuclear Safety, the Convention on the Physical Protection of Nuclear Material and the Joint Convention on the Safety of Spent Fuel Management and on the Safety of

- Radioactive Waste Management (or have adopted adequate measures to comply with the requirements included in said conventions), and
- iii. the host country must have ratified the Non-Proliferation of Nuclear Weapons Treaty and the International Convention for the Suppression of Acts of Nuclear Terrorism.

(4) At least 50% of the Sub-Fund is invested in companies with Gold and/or Green rating (as detailed in previous paragraphs). Climate change is the main pillar of the fund’s internal ESG rating targets regarding the internal environmental score.

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

N/A

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

The Investment Manager takes into account good governance practices as part of the fundamental ESG analysis carried out for all investee companies. As such, the Investment Manager rely on information provided by multiple ESG external partners, mainly focused (but not limited to) the following factors: Board/Management quality and integrity, Board structure, Diversity, Ownership and shareholder rights, Remuneration policies and schemes, Audit and financial reporting and Stakeholder governance, among others.

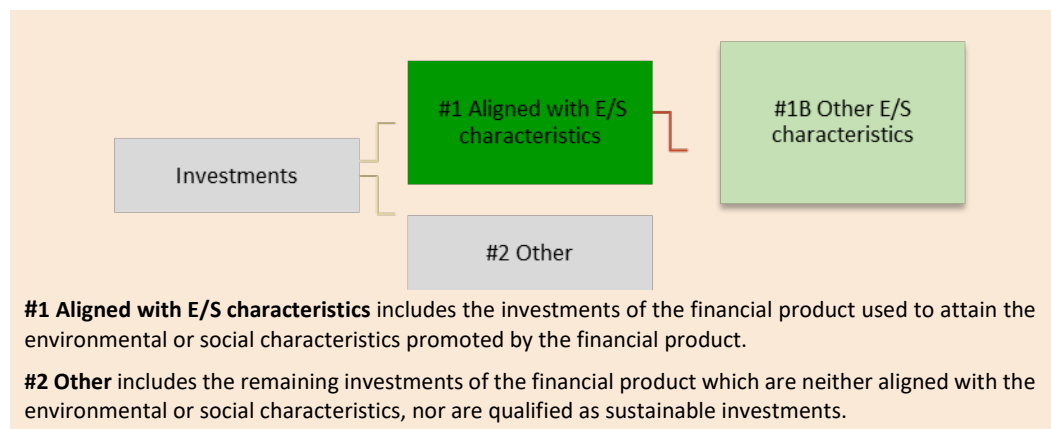


**What is the asset allocation planned for this financial product?**

The minimum proportion of the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product in accordance with the binding elements of the investment strategy is 50%. The Sub-Fund investment will be made to attain the Environmental and Social characteristics of the product.

**Asset allocation** describes the share of investments in specific assets. Taxonomy-aligned activities are expressed as a share of:

- **turnover** reflecting the share of revenue from green activities of investee companies
- **capital expenditure** (CapEx) showing the green investments made by investee companies, e.g. for a transition to a green economy.
- **operational expenditure** (OpEx) reflecting green operational



To comply with the EU Taxonomy, the criteria for **fossil gas** include limitations on emissions and switching to renewable power or low-carbon fuels by the end of 2035. For **nuclear energy**, the criteria include comprehensive safety and waste management rules.

**Enabling activities** directly enable other activities to make a substantial contribution to an environmental objective.

**Transitional activities** are activities for which low-carbon alternatives are not yet available and among others have greenhouse gas emission levels corresponding to the best performance.

The category **#1 Aligned with E/S characteristics** covers:

- The sub-category **#1A Sustainable** covers sustainable investments with environmental or social objectives.
- The sub-category **#1B Other E/S characteristics** covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.

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

Whilst the Sub-Fund may use derivatives as part of its investment strategy, the use of derivatives is not with a view to attaining the environmental or social characteristics promoted by the product.



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

N/A

- **Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?**

Yes:

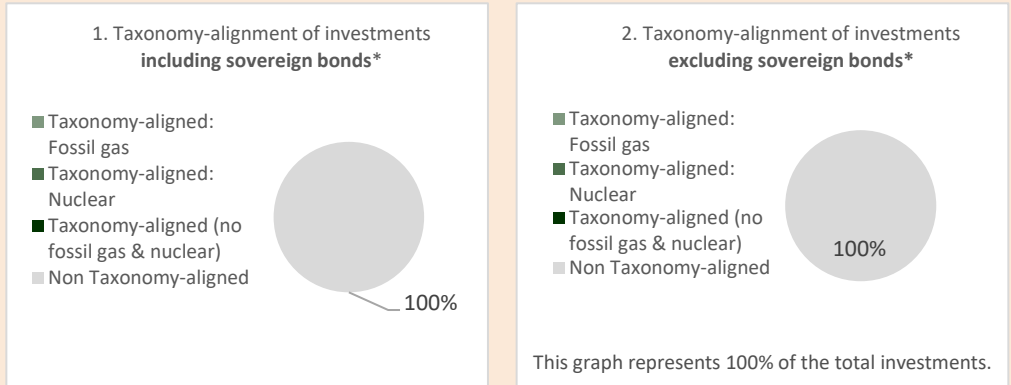
In fossil gas

In nuclear energy

No

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change (“climate change mitigation”) and do not significantly harm any EU Taxonomy objective – see explanatory note in the left-hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

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



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

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

N/A

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



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

N/A



What is the minimum share of socially sustainable investments?

N/A



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

The remaining 50% of the portfolio will be invested in the following instruments and/or under the compliance of the following criteria:

- (1) Instruments which, by their own nature, cannot be considered as eligible to apply the fund’s ESG investment strategy and analysis process. These instruments are, though not limited to, cash, deposits, derivatives, etc.
- (2) Companies which do not comply with the binding elements of the fund (detailed in the section “What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?”). However, even though these companies do not comply with the binding elements, the fund will enforce them to comply with Bestinver’s Responsible Investment policies and principles, which are mandatory to all Bestinver’s funds and which can be summarized in the following elements:
  - a. An exclusion policy, classified in three groups (depending on the impact their activities have on society and the environment):
    - i. Group 1: Companies with any (more than 0%) of their revenues involved in the following activities: controversial weapons, production and distribution of assault weapons for use by civilians, thermal coal extraction, operation and construction of nuclear energy plants in certain countries (if the companies do not comply with the criteria described in the previous section “What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?”) and production of tobacco and tobacco-related products;
    - ii. Group 2: Companies with more than 10% of their revenues involved in the following activities: thermal coal power generation, distribution of tobacco and tobacco-related products and associated services, extraction of non-conventional oil and gas (shale gas and oil sands), fossil fuel exploration and exploitation in Arctic regions, palm oil production, production and distribution of adult entertainment content and operation, production and distribution of

specialised equipment and support services in the gaming and gambling sector; and

iii. Group 3: Companies included in this group will be “under observation”, which means that Bestinver will perform exhaustive analysis to make sure that they are carrying out their business responsibly and that they have established transformation plans to improve their environmental, social and/or corporate governance performance. These sectors and activities are the following: companies with over 50% of their turnover derived from conventional oil and gas production, generation and associated services, companies with over 10% derived from alcohol production and distribution, companies with over 10% derived from pesticide production and distribution and companies that are guilty of serious violations of international human rights standards and principles.

b. An ESG integration policy, by which all companies in the eligible universe (once the exclusion policy has been enforced) are subjected to detailed ESG analysis, using both the investment team knowledge and the information provided by external ESG data providers. This analysis requires that all companies are assigned an internal ESG rating (ranging from Gold or Green to Amber or Red).

c. An active ownership policy, by which all companies in the portfolio must comply with the engagement and the voting policies described in Bestinver’s Responsible Investment principles and policies (publicly available in the following link: [https://www.bestinver.es/wpcontent/uploads/Responsible\\_Investment\\_Principles\\_Bestinver.pdf](https://www.bestinver.es/wpcontent/uploads/Responsible_Investment_Principles_Bestinver.pdf))



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

N/A

● ***How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?***

N/A

● ***How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?***

N/A

● ***How does the designated index differ from a relevant broad market index?***

N/A

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

- *Where can the methodology used for the calculation of the designated index be found?*

N/A



### **Where can I find more product specific information online?**

**More product-specific information can be found on the website:**

The Investment Manager's Responsible Investment Philosophy can be found in the following link: <https://www.bestinver.es/filosofia-de-inversion/inversion-responsable/>

Additionally, two other relevant documents have been uploaded on the Investment Manager's website, as follows:

- The Investment Manager's Responsible Investment Principles and Policies: [https://www.bestinver.es/wpcontent/uploads/Responsible\\_Investment\\_Principles\\_Bestinver.pdf](https://www.bestinver.es/wpcontent/uploads/Responsible_Investment_Principles_Bestinver.pdf)

- Explanation of no consideration of Principle Adverse Impacts (PAIs): <https://www.bestinver.es/wp-content/uploads/no-consideracio%CC%81n-de-las-principales-incidencias-adversas.pdf>