1st SICAV

Société d'Investissement à Capital Variable
Registered Office
2, rue d'Alsace
L-1122 Luxembourg

PROSPECTUS
1 JANUARY 2025

1st SICAV has the structure of an umbrella fund and offers various Classes of Shares each relating to a separate portfolio (the "Sub-Funds") as specified in the description of the relevant Sub-Fund in Appendix.

The distribution of this Prospectus is not authorized unless (as and when available) accompanied by the Key Investor Document ("KID") latest available annual report and accounts of the Company and by the latest semi-annual report if published thereafter.

No person is authorized to give any information or to make any representation other than those contained in this Prospectus, and any subscription and / or purchase made by any person on the basis of statements or representations not contained in or inconsistent with the information contained in this Prospectus shall be solely at the risk of the subscriber / purchaser.

Subscriptions can only be accepted if they are based on the Prospectus or on the KID. No information other than that contained in this Prospectus or in the KID may be given.

Distribution of this Prospectus and the offering of Shares may be subject to restrictions in certain jurisdictions. This Prospectus does not constitute an offer for sale or an invitation to purchase in a jurisdiction in which such an offer or invitation is not permitted, or in which the offer would be directed at persons to whom distributing such an offer or invitation would be prohibited by law.

The Shares of the Company were not and are not registered in accordance with the United States Securities Act of 1933 as amended (the "Act of 1933") or in accordance with the securities acts of a Federal State or a regional authority of the United States of America or its territories, possessions or other areas subject to its sovereignty, including the Commonwealth of Puerto Rico (the "United States of America"). The Shares may not be offered for sale, sold or otherwise transferred in the United States of America. They are offered and sold on the basis of an exemption from the registration requirements of the Act of 1933 in accordance with Regulation S of this act. The Company was not and is not registered in accordance with the United States Investment Company Act of 1940, as amended, nor in accordance with any other US Federal Acts. Consequently, Shares are not offered or sold in the United States of America or to or on behalf of US citizens (as defined for the purposes of the US Federal Acts on Securities, Goods and Taxes, including Regulation S of the Act of 1933) (together "US Citizens").

Subsequent transfers of Shares in the United States of America or to US Citizens are not permitted.

The Shares of the Company were not approved by the US Securities and Exchange Commission (the "SEC") or by any other supervisory authority in the United States of America, nor was any such permission refused; furthermore, neither the SEC nor any other supervisory authority in the United States of America has taken any decision on the accuracy or appropriateness of this Prospectus or the benefits of the Shares. Contrary assertions shall be punishable by law.

The United States Commodity Futures Trading Commission has neither examined nor approved this document or any other sales documents for the Company.

GENERAL PART

INTRODUCTION

The Company

1st SICAV (the "**Company**") is organised in Luxembourg as a *société d'investissement à capital variable* ("**SICAV**") and qualifies as a collective investment undertaking under Part I of the Luxembourg law of 17 December 2010 (the "**2010 Law**"). The Company qualifies as an undertaking for collective investment in transferable securities under article 1(2) of the Directive 2009/65/EC (the "**UCITS Directive**") and may therefore be offered for sale in any EU Member State, on the basis of a mere notification procedure.

The Company is presently structured as an umbrella fund with the ability to provide investors with investment opportunities in a variety of Sub-Funds. The registration of the Company does not constitute a warranty by any supervisory authority as to the performance or the quality of the Shares issued by the Company. Any representation to the contrary is un-authorized and unlawful.

The Company has been established for an indefinite term.

This Prospectus consists of a general part (the "**General Part**"), containing all provisions which are applicable to all Sub-Funds and appendices (the "**Appendix**" together the "**Appendices**"), describing the Sub-Funds and containing any provisions applicable to them. The complete Prospectus contains the Appendices for all Sub-Funds, and is available for inspection at the registered office of the Company.

Prospectuses containing only one or several Sub-Fund Appendices may be prepared. The Prospectus may be amended or supplemented at any time. In that case, the investors will be informed accordingly.

The Board of Directors may issue several classes of shares (the "**Classes of Shares**" or "**Share Classes**") for each Sub-Fund, each with different minimum subscription, dividend policies, fee structures or other characteristics and which may be denominated in various currencies. A separate net asset value per Share (the "**Net Asset Value**") shall be calculated for each issued Class of Shares in relation to each Sub-Fund. The different features of each Class of Shares available relating to a Sub-Fund are described in detail in the description of the relevant Sub-Fund Appendix.

The liabilities of each Sub-Fund shall be segregated on a Sub-Fund by Sub-Fund basis with third party creditors having recourse only to the assets of the Sub-Fund concerned.

The reference currency of the Company is EUR**.**

In addition, a KID is made available at latest the launch date of each relevant Share Class. Before subscription, the KID shall be provided to the investor.

The capital of the Company is divided into shares (the "**Shares**") of no par value and is at any time equal to the total net assets of the Company.

Any holder of Shares of the Company (a "**Shareholder**") may request the redemption of all or some of his Shares by the Company on each valuation day (the "**Valuation Day**" or the "**Valuation Date**") on which a Shareholder may subscribe, redeem or convert Shares as specified in the description of the relevant Appendix and, subject to certain guidelines (detailed in the section entitled "*Redemption of Shares by the Company*"), the Company is obliged to redeem the Shares. The redemption price of such Shares (the "**Redemption Price**") shall be equal to the Net Asset Value per Share less a redemption charge per share (if any) as specified in the relevant Sub-Fund Appendix.

The mechanism for the calculation of the issue price per Share, plus the imposition of a subscription charge (if any), is set out in each case in the description of the relevant Appendix.

The articles of incorporation of the Company (the "**Articles of Incorporation**") contain certain provisions granting to the board of directors of the Company (the "**Board of Directors**") the power to impose restrictions on the holding and acquisition of Shares (see section entitled "*Restrictions on Ownership of Shares*"). If a person subsequently becomes the owner of Shares in a situation described in the Company's Articles of Incorporation and if such fact comes to the attention of the Company, the Shares owned by that person may be compulsorily redeemed by the Company.

Prospective subscribers/purchasers of Shares must themselves obtain all necessary information as to the legal requirements, exchange control regulations and applicable taxes in the countries of their respective citizenship, residence or domicile.

IMPORTANT INFORMATION

Statements made in this Prospectus are based on the law and practice in force in the Grand Duchy of Luxembourg at the date of this Prospectus and are subject to changes therein. This Prospectus in its current version may be amended and updated in the future. All decisions to subscribe or purchase Shares are deemed to be made solely on the basis of the information contained in this Prospectus and the KID accompanied by the latest available annual report of the Company containing its audited accounts, and by the latest available semi-annual report, if published thereafter. All other information given or representations made by any person must be regarded as un-authorized.

The Management Company and the Company reserve the right to reject, at their sole discretion, any subscription request for Shares and to accept any application in part only. The Company and the Management Company do not permit practices related to market timing and reserve the right to reject subscription and conversion orders from investors who the Company or the Management Company suspect of using such practices and to take the appropriate measures to protect other investors of the Company.

This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.

List of available Sub-Funds under 1st SICAV

Sub Fund 1 - 1st SICAV ITALY

Sub-Fund 2 - 1st SICAV ATHENA BALANCED

Sub-Fund 3 - 1st SICAV HESTIA CONSERVATIVE

Trading Policy

Market timing/short term trading generally. The Company discourages short-term or excessive trading, often referred to as "market timing", and intends to seek to restrict or reject such trading or take other action, as described below, if in the judgment of the Company's Board of Directors or the Management Company such trading may interfere with the efficient management of the portfolio of any Sub-Fund, may materially increase the respective Sub-Fund's transaction costs, administrative costs or taxes, or may otherwise be detrimental to the interests of the Company and its Shareholders.

Market timing consequences. If information regarding an investor's activity in the Company is brought to the attention of the Board of Directors of the Company or the Management Company and based on that information the Company, the Management Company or their agents in their sole discretion conclude that such trading may be detrimental to the Company as described in this market timing trading policy, the Company may temporarily or permanently bar an investor's future purchases into the Company or, alternatively, may limit the amount, number or frequency of any future purchases and/or the method by which a Shareholder may request future purchases and sales (including purchases and/or sales by a switch or transfer between the Sub-Funds of the Company.

In considering an investor's trading activity, the Company may consider, among other factors, the investor's trading history both directly and, if known, through financial intermediaries, in the Company.

Market timing through financial intermediaries.

Investors are subject to this policy whether they are a direct Shareholder of the Company or are investing indirectly in the Company through a financial intermediary such as a bank, an insurance company, an investment advisor, or any other distributor that acts as nominee for investors subscribing the Shares in their own name but on behalf of its customers (the Shares being held in an "omnibus holding").

While the Management Company will encourage financial intermediaries to apply the Company's market timing trading policy to their customers who invest indirectly in the Company, the Management Company is limited in its ability to monitor the trading activity or enforce the Company's market timing trading policy with respect to customers of financial intermediaries.

For example, should it occur, the Management Company may not be able to detect market timing that may be facilitated by financial intermediaries or made difficult to identify in the omnibus/nominee accounts used by those intermediaries for aggregated purchases, switches and sales on behalf of all their customers.

More specifically, unless the financial intermediaries have the ability to apply the Company's market timing trading policy to their customers through such methods as implementing short-term trading limitations or restrictions, monitoring trading activity for what might be market timing, the Management Company may not be able to determine whether trading by customers of financial intermediaries is contrary to the Company's market timing trading policy.

Risks from market timers.

Depending on various factors, including the size of the Company, the amount of assets the Investment Manager typically maintains in cash or cash equivalents and the euro, Japanese yen or US dollar amount and number and frequency of trades, short-term or excessive trading may interfere with the efficient management of the Company's portfolio, increase the Company's transaction costs, administrative costs and taxes and/or impact Company's performance.

In addition, if the nature of the Company's portfolio holdings expose the Company to investors who engage in the type of market timing trading that seeks to take advantage of possible delays between the change in the value of a Company's portfolio holdings and the reflection of the change in the Net Asset Value of the Company's Shares, sometimes referred to as "arbitrage market timing", there is the possibility that such trading, under certain circumstances, may dilute the value of Company's Shares if selling investors receive proceeds (and buying investors receive Shares) based upon Net Asset Value which do not reflect appropriate fair value prices. Arbitrage market timers may seek to exploit possible delays between the change in the value of a Company's portfolio holdings and the Net Asset Value of the Company's Shares in Company that hold significant investments in foreign securities because certain foreign markets close several hours ahead of the

US markets, and in funds that hold significant investments in small-cap securities, high-yield ("junk") bonds and other types of investments which may not be frequently traded.

The Company and the Management Company are currently using several methods to reduce the risk of market timing. These methods include:

• reviewing investor activity for excessive trading and

• committing staff to selectively review on a continuing basis recent trading activity in order to identify trading activity that may be contrary to this market timing trading policy.

Though these methods involve judgments that are inherently subjective and involve some selectivity in their application, the Company seeks to make judgments and applications that are consistent with the interests of the Company's investors. There is no assurance that the Company or its agents will gain access to any or all information necessary to detect market timing in omnibus holdings. While the Company will seek to take actions (directly and with the assistance of financial intermediaries) that will detect market timing, the Company cannot represent that such trading activity can be completely eliminated.

Revocation of market timing trades. Transactions placed in violation of the Company's market timing trading policy are not necessarily deemed accepted by the Company and may be cancelled or revoked by the Company or the Management Company on the Valuation Days following receipt by the Management Company.

Listing

Each Sub-Fund could be listed, negotiated on a Regulated Market, and settled, according to the local law and to the market regulation.

Consequently, some rules set forth in this Prospectus may be not applicable for listed Share Classes in favour of the application of laws and regulations of the relevant Regulated Market.

The settlement for listed Share Classes should take place not later than three (3) Business days following the relevant Valuation Date according to the calendar of the relevant Regulated Market.

Data Protection

In compliance with the Luxembourg applicable data protection laws and regulations, including but not limited to the Regulation n°2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**"), as such applicable laws and regulations may be amended from time to time (collectively hereinafter referred to as the "**Data Protection Laws"**), the Company, acting as data controller (the "**Data Controller**") processes personal data in the context of the investments in the Company. The term "processing" in this section has the meaning ascribed to it in the Data Protection Laws.

- **CATEGORIES OF PERSONAL DATA PROCESSED**

Any personal data as defined by the Data Protection Laws (including but not limited to the name, e-mail address, postal address, date of birth, marital status, country of residence, identity card or passport, tax identification number and tax status, contact and banking details including account number and account balance, resume, invested amount and the origin of the funds) relating to (prospective) investors who are individuals and any other natural persons involved in or concerned by the Company's professional relationship with investors, as the case may be, including but not limited to any representatives, contact persons, agents, service providers, persons holding a power of attorney, beneficial owners and/or any other related persons (each a "**Data Subject**") provided in connection with (an) investment(s) in the Company (hereinafter referred to as the "**Personal Data**") may be processed by the Data Controller.

- **PURPOSES OF THE PROCESSING**

The processing of Personal Data may be made for the following purposes (the "**Purposes**"):

a) For the performance of the contract to which the investor is a party or in order to take steps at the investor's request before entering into a contract

This includes, without limitation, the provision of investor-related services, administration of the shareholdings in the Company, handling of subscription, redemption and conversion orders, maintaining the register of Shareholders, management of distributions, sending of notices, information and communications and more generally performance of service requests from and operations in accordance with the instructions of the investor.

The provision of Personal Data for this purpose:

- has a contractual nature or is a requirement necessary for the Company to enter into a contractual relationship with the investor; and
- is mandatory;

b) For compliance with legal and/or regulatory obligations

This includes (without limitation) compliance:

- with legal and/or regulatory obligations such as obligations on anti-money laundering and fight against terrorism financing, obligations on protection against late trading and market timing practices, accounting obligations;
- with identification and reporting obligations under foreign account tax compliance act (the "**FATCA**") and other comparable requirements under domestic or international exchange tax information mechanism such as the Organisation for Economic Co-operation and Development (the "**OECD**") and EU standards for transparency and automatic exchange of financial account information in tax matters (the "**AEOI**") and the common reporting standard (the "**CRS**") (hereinafter collectively referred to as "**Comparable Tax Regulations**"). In the context of FATCA and/or Comparable Tax Regulations, the Personal Data may be processed and transferred to the Luxembourg tax authorities who, in turn and under their control, may transfer such Personal Data to the competent foreign tax authorities, including, but not limited to, the competent authorities of the United States of America;
- with requests from, and requirements of, local or foreign authorities.

The provision of Personal Data for this purpose has a statutory/regulatory nature and is mandatory. In addition to the consequences mentioned at the end of this point 2, not providing Personal Data in this context may also result in incorrect reporting and/or tax consequences for the investor;

c) For the purposes of the legitimate interests pursued by the Company

This includes the processing of Personal Data for risk management and for fraud prevention purposes, improvement of the Company's services, disclosure of Personal Data to Processors (as defined below) for the purpose of effecting the processing on the Company's behalf. The Company may also use Personal Data to the extent required for preventing or facilitating the settlement of any claims, disputes or litigations, for the exercise of its rights in case of claims, disputes or litigations or for the protection of rights of another natural or legal person.

The provision of Personal Data for this Purpose:

- has a contractual nature or is a requirement necessary for the Company to enter into a contractual relationship with the investor; and
- is mandatory;

and/or

d) For any other specific purpose to which the Data Subject has consented

This covers the use and further processing of Personal Data where the Data Subject has given his/her explicit consent thereto, which consent may be withdrawn at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

Not providing Personal Data for the Purposes under items a) to c) hereabove or the withdrawal of consent under item d) hereabove may result in the impossibility for the Company to accept the investment in the Company and/or to perform investor-related services, or ultimately in termination of the contractual relationship with the investor.

- **DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES**

The Personal Data may be transferred by the Company, in compliance with and within the limits of the Data Protection Laws, to its delegates, service providers or agents, such as (but not limited to) the Management Company, the Domiciliary Agent, the Auditor, other entities directly or indirectly affiliated with the Company and any other third parties who process the Personal Data for providing their services to the Company, acting as data processors (collectively hereinafter referred to as "**Processors"**).

Such Processors may in turn transfer Personal Data to their respective agents, delegates, service providers, affiliates, such as (but not limited to) the Administrative Agent, , the global distributor, acting as sub-processors (collectively hereinafter referred to as "**Sub-Processors"**).

Personal Data may also be shared with service providers processing them on their own behalf as data controllers and third parties as may be required by applicable laws and regulations (including but not limited to administrations, local or foreign authorities (such as competent regulator, tax authorities, judicial authorities, etc)).

Personal Data may be transferred to any of these recipients in any jurisdiction including outside of the European Economic Area (the "**EEA**"). The transfer of Personal Data outside of the EEA may be made to countries ensuring (based on the European Commission's decision) an adequate level of protection or to other countries not ensuring such adequate level of protection. In the latter case, the transfer of Personal Data will be protected by appropriate or suitable safeguards in accordance with Data Protection Laws, such as standard contractual clauses approved by the European Commission. The Data Subject may obtain a copy of such safeguards by contacting the Company.

- **RIGHTS OF THE DATA SUBJECTS IN RELATION TO THE PERSONAL DATA**

Under certain conditions set out by the Data Protection Laws and/or by applicable guidelines, regulations, recommendations, circulars or requirements issued by any local or European competent authority, such as the Luxembourg data protection authority (the *Commission Nationale pour la Protection des Données* – "**CNPD**") or the European Data Protection Board, each Data Subject has the rights:

- to access his/her Personal Data and to know, as the case may be, the source from which his/her Personal Data originate and whether they came from publicly accessible sources;
- to ask for a rectification of his/her Personal Data in cases where they are inaccurate and/or incomplete,
- to ask for a restriction of processing of his/her Personal Data,
- to object to the processing of his/her Personal Data,
- to ask for erasure of his/her Personal Data, and
- to data portability with respect to his/her Personal Data.

Further details regarding the above rights are provided for in Chapter III of GDPR and in particular articles 15 to 21 of GDPR.

No automated decision-making is conducted.

To exercise the above rights and/or withdraw his/her consent regarding any specific processing to which he/she has consented, the Data Subject may contact the Company's data protection officer at the following address: info@pharusmanco.lu

In addition to the rights listed above, should a Data Subject consider that the Company does not comply with the Data Protection Laws, or has concerns with regard to the protection of his/her Personal Data, the Data Subject is entitled to lodge a complaint with the CNPD.

- **INFORMATION ON DATA SUBJECTS RELATED TO THE INVESTOR**

To the extent the investor provides Personal Data regarding Data Subjects related to him/her/it (e.g. representatives, beneficial owners, contact persons, agents, service providers, persons holding a power of attorney, etc.), the investor acknowledges and agrees that: (i) such Personal Data has been obtained, processed and disclosed in compliance with any applicable laws and regulations and its/his/her contractual obligations; (ii) the investor shall not do or omit to do anything in effecting this disclosure or otherwise that would cause the Company, the Processors and/or Sub-Processors to be in breach of any applicable laws and regulations (including Data Protection Laws); (iii) the processing and transferring of the Personal Data as described herein shall not cause the Company, the Processors and/or Sub-Processors to be in breach of any applicable laws and regulations (including Data Protection Laws); and (iv) without limiting the foregoing, the investor shall provide, before the Personal Data is processed by the Company, the Processors and/or Sub-Processors, all necessary information and notices to such Data Subjects concerned, in each case as required by applicable laws and regulations (including Data Protection Laws) and/or its/his/her contractual obligations, including information on the processing of their Personal Data as described in this data protection section. The investor will indemnify and hold the Company, the Processors and/or Sub-Processors harmless for and against all financial consequences that may arise as a consequence of a failure to comply with the above requirements.

- **DATA RETENTION PERIOD**

Personal Data will be kept in a form which permits identification of Data Subjects for at least a period of ten (10) years after the end of the financial year to which they relate or any longer period as may be imposed or permitted by applicable laws and regulations, in consideration of the legal limitation periods (including for litigation purposes).

- **RECORDING OF TELEPHONE CONVERSATIONS**

Investors, including the Data Subjects related to him/her/it (who will be individually informed by the investors in turn) are also informed that for the purpose of serving as evidence of commercial transactions and/or any other commercial communications and then preventing or facilitating the settlement of any disputes or litigations, their telephone conversations with and/or instructions given to the Company, the Management Company, the Depositary Bank, the Domiciliary Agent, the Administrative Agent, and/or any other agent of the Company may be recorded in accordance with applicable laws and regulations. These recordings are kept during a period of seven (7) years or any longer period as may be imposed or permitted by applicable laws and regulations, in consideration of the legal limitation periods (including for litigation purposes). These recordings shall not be disclosed to any third parties, unless the Company, the Management Company, the Depositary Bank, the Domiciliary Agent, the Administrative Agent and/or any other agent of the Company is/are compelled or has/have the right to do so under applicable laws and/or regulations in order to achieve the purpose as described in this paragraph.

MANAGEMENT AND ADMINISTRATION
THE COMPANY

1st SICAV
2, rue d'Alsace
L-1122 Luxembourg

DIRECTORS OF THE COMPANY

Chairman of the Board

Mr. Federico Costalonga
Olympia Wealth Management Ltd
Managing partner and IT Manager
Directors

Mr Filippo Pisoni
Olympia Wealth Management Ltd
Risk Manager

Mr. Davide Pasquali
Pharus Asset Management S.A.

MANAGEMENT COMPANY

Pharus Management Lux S.A.
16 Avenue de la Gare
L. 1610 Luxembourg
Grand Duchy of Luxembourg

Day-to-Day Managers of the Management Company:

Luigi Vitelli	Chief Executive Officer Pharus Management Lux S.A., Luxembourg
Marco Petronio	Conducting Officer Pharus Management Lux S.A., Luxembourg

DIRECTORS OF THE MANAGEMENT COMPANY

Chairman of the Board

Mr. Davide Berra
Pharus Management S.A.,
Via Pollini, 7
CH-6850 – Mendrisio (Switzerland)

Members of the Board

Mr. Davide Pasquali
Pharus Asset Management S.A.,
Via Pollini, 7
CH-6850 – Mendrisio (Switzerland)

Mr. Luigi Vitelli
Pharus Management Lux S.A.,
16 Avenue de la Gare
L-1610 Luxembourg

DEPOSITORY BANK

Banque et Caisse d'Epargne de l'Etat, Luxembourg
1, Place de Metz
L-1930 Luxembourg

ADMINISTRATIVE AGENT (ADMINISTRATIVE, REGISTRAR AND TRANSFER AGENT) AND DOMICILIARY AGENT

UI efa S.A.
2, rue d'Alsace
L-1122 Luxembourg

INVESTMENT MANAGERS

(as described in respect of each Sub-Fund in the relevant Sub-Fund Appendix)

AUDITOR

Ernst & Young S.A.
35 E, Avenue John F. Kennedy
L-1855 Luxembourg
Grand Duchy of Luxembourg

(*Up-to-date information on the equity capital of the Management Company and Depositary and on the board members is provided in the latest Annual and Semi-Annual Reports.)

THE COMPANY

General

The Company was incorporated in Luxembourg on 28.02.2017 and is registered at the Register of Commerce and Companies of Luxembourg under number B 213151. The Articles of Incorporation have been published in the, Recueil Electronique des Sociétés et Associations (the "**RESA**") on 10.03.2017.

The minimum share capital of the Company is the equivalent of EUR 1,250,000, which shall be reached within six (6) months from its constitution.

The Company's registered office is

2, rue d'Alsace
L-1122 Luxembourg

The Company has adopted the status of an investment company with variable capital and qualifies as a collective investment undertaking under Part I of the 2010 Law

The Company has designated Pharus Management Lux S.A., 16 Avenue de la Gare L. 1610 Luxembourg as its Management Company.

The Company has an unlimited life. The financial year of the Company is from January 1st to December 31st. of each year.

THE MANAGEMENT COMPANY

The Company is managed by Pharus Management Lux S.A. (the "**Management Company**"), which is subject to the provisions of Chapter 15 of the 2010 Law.

Pharus Management Lux S.A., a public limited company subject to the laws of the Grand Duchy of Luxembourg was established on 04.07.2012 in Luxembourg for an indefinite term. It has its registered office at 16 Avenue de la Gare. The Management Company's articles of association have been filed with the commercial register of the District Court of Luxembourg and were published in RESA on 04.07.2012. The last amendment to the articles of association was published in receuil électronique des sociétés et associations (the "**RESA**") on 20.12.2019.

The object of the Management Company is the formation and management of investment funds subject to Luxembourg law and the performance of all activities associated with the launch and management of these funds. The Management Company can perform any other transactions and take any other measures that promote its interests or promote or are in any other way useful for its object, and are in accordance with Chapter 15 of the 2010 Law. The names and sales documentation for all of the funds managed by the Management Company are available at the Management Company's registered office.

Monies received by 1st SICAV are used to purchase securities and other legally permissible assets in accordance with the investment policy set down in the Prospectus.

Furthermore, the Management Company can obtain advice from one or more investment advisers and/or may appoint different Investment Managers that receive a fee from the assets of the Company in return.

Remuneration policy of the Management Company

The Management Company has in place a remuneration policy which is consistent with, and promotes, sound and effective risk management and that neither encourage risk taking which is inconsistent with the risk profiles of the Sub-Funds, the Prospectus and the Articles of Incorporation nor impair compliance with the Management Company's duty to act in the best interest of the Company and of its Shareholders.

The remuneration policy of the Management Company is in line with the business strategy, objectives, values and interests of the Management Company and of the other UCITS that it managed and of the interest of the Company, and includes measures to avoid conflicts of interest.

The assessment of performance is set in a multiyear framework appropriate to the holding period recommended to the investors of the UCITS managed by the Management Company in order to ensure that the assessment process is based on the longer team 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.

Due to the Management Company's remuneration policy it is ensured the fixed and variable components of total remuneration are appropriately balanced and the fixed remuneration component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable components, including the possibility to pay no variable remuneration component.

The remuneration policy of the Management Company has been adopted by its board of directors of the Management Company and is reviewed at least annually.

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 persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee (if any), are available on:

A paper copy of such document is available free of charge from the Management Company upon request.

INVESTMENT MANAGERS

The Management Company may appoint different investment managers (each, an "**Investment Manager**") as shall be indicated in the relevant Sub-Fund Appendix.

Each Investment Manager will, subject to the overall responsibility and control of the Management Company, provide investment advice and take responsibility for the day-to-day discretionary management of the assets of the Company.

A description of each Investment Manager is set forth in the relevant Sub-Fund Appendix. Pursuant to the terms of each relevant investment management agreement (the "**Investment Management Agreement**"), each Investment Manager, in accordance with the investment objective and policies of the relevant Sub-Fund adopted by the Company, manages the investment and reinvestment of the assets of such Sub-Fund and is responsible for placing orders for the purchase and sale of investments with brokers, dealers and counterparties selected by it at its discretion.

The Investment Managers may be entitled to receive an investment management fee calculated and payable as set out in the relevant Sub-Fund Appendix. A performance fee (the "**Performance Fee**") may also become payable to an Investment Manager on the terms set out in the description of the Sub- Fund in the relevant Sub-Fund Appendix.

INVESTOR PROFILE

The investor profile of each Sub-Fund is described in the relevant Sub-Fund Appendix of this Prospectus.

GENERAL INVESTMENT OBJECTIVES AND POLICY

The investment objective and policy of each Sub-Fund is set forth in the description of the relevant Appendix.

Although the Company will do its utmost to achieve the investment objectives of each Sub- Fund, there can be no guarantee to which extent these objectives will be reached.

Consequently, the Net Asset Values of the Shares may increase or decrease and positive or negative returns of different levels may arise.

1. Eligible investments

(a) The Company will invest only in:

(i) Eligible transferable securities and money market instruments, which consists in:

– transferable securities and money market instruments admitted to or dealt in on a stock exchange in an eligible state (within the meaning of Directive 2014/65/EU) (the "**Eligible State**", being any member of the Organization for Economic Co-operation and Development (the "**OECD**") and any other country of Europe, North and South America, Africa, Asia and the Pacific Basin);

– transferable securities and money market instruments dealt in on another regulated market (the "**Regulated Market**") in an Eligible State, which operates regularly and is recognized and open to the public;

(ii) recently issued eligible transferable securities and money market instruments PROVIDED THAT:

– the terms of issue include an undertaking that application will be made for admission to official listing on a stock exchange or to another Regulated Market which operates regularly and is recognized and open to the public, provided that the choice of the stock exchange or the market has been provided for in the constitutional documents of the Company; and

– such admission is secured within one year of issue;

PROVIDED THAT the Company may also invest in transferable securities and money market instruments which are not eligible transferable securities and money market instruments provided that the total of such investments other than eligible transferable securities and money market instruments shall not exceed 10 per cent of the net assets of the relevant Sub-Fund;

(iii) UCITS authorized according to Directive 2009/65/EC, as may be amended from time to time and/or other UCIs within the meaning of Article 1, paragraph (2) first and second indents of said Directive, should they be situated in an EU Member State or not, PROVIDED THAT:

– such other UCIs are authorized under laws which provide that they are subject to supervision considered by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") to be equivalent to that laid down in EU Community law, and that co-operation between authorities is sufficiently ensured;

– the level of protection for shareholders in the other UCIs is equivalent to that provided for shareholders in a UCITS and in particular that the rules on asset segregation, borrowing, lending, uncovered sales of transferable securities and money market instruments are equivalent to the requirements of Directive 2009/65/EC, as may be amended from time to time;

– the business of the other UCIs 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;

– no more than 10 per cent of the UCITS's or the other UCI's assets, whose acquisition is contemplated, can, according to their constitutional documents, be invested in aggregate in units of other UCITS or other UCIs;

A Sub-Fund can, under the conditions provided for in article 181 paragraph 8 of the 2010 Law, invest in Shares issued by one or several other Sub-Funds.

(iv) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than twelve 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.

(v) financial derivative instruments, including equivalent cash-settled instruments, dealt in on a Regulated Market; and/or financial derivative instruments dealt in over the counter (the "**OTC Derivatives**"), PROVIDED THAT:

– the underlying consists of instruments covered by Article 41, paragraph (1) of the 2010 Law, financial indices, interest rates, foreign exchange rates or currencies, in which the Company may invest according to its investment objectives as stated in the constitutive documents of the Company;

– the counterparties to OTC Derivative transactions are financial institutions subject to prudential supervision, and belonging to the categories approved by the CSSF; and

– 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;

(vi) money market instruments other than those dealt in on a Regulated Market, which are liquid and whose value can be determined with precision at any time, if the issue or issuer of such instruments is itself regulated for the purpose of protecting investors and savings, and PROVIDED THAT they are:

– issued or guaranteed by a central, regional or local authority or central bank of an EU Member State, the European Central Bank, the European Union 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

– issued by a company any securities of which are dealt in on a Regulated Market; or

– issued or guaranteed by an establishment subject to prudential supervision, in accordance with criteria defined by EU Law, or by an establishment which is subject to and complies with prudential rules considered by the CSSF to be at least as stringent as those laid down by EU Law; or

– issued by other bodies belonging to the categories approved by the CSSF provided that investments in such instruments are subject to investor protection equivalent to that laid down in the first, the second and the third indents above in this paragraph (vi) and provided that the issuer is a company whose capital and reserves amount to at least ten million Euros (Euro 10,000,000) and which presents and publishes its annual accounts in accordance with the Directive 2013/34/EU, 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 is an entity which is dedicated to the financing of securitization vehicles which benefit from a banking liquidity line.

(b) However, the Company may acquire movable and immovable property which is essential for the direct pursuit of its business.

(c) the Sub-Fund may invest up to 10% of its net assets in securities and money market instruments other than those named in 1 (a).

(d) The Sub-Fund may hold ancillary liquid assets.

2. Investment restrictions

(a) The Company may invest no more than 10 per cent of the net assets of the relevant Sub-Fund in transferable securities and money market instruments issued by the same issuing body. The Company may not invest more than 20 per cent of the net assets of the relevant Sub-Fund in deposits made with the same body.

The risk exposure to a counterparty of the Company in an OTC Derivative transaction, a security lending transaction or a repurchase agreement (or reverse repurchase agreement) may not exceed 10 per cent of the net assets of the relevant Sub-Fund when the counterparty is a credit institution referred to in paragraph (1) (a) (iv) above or 5 per cent of the net assets of the relevant Sub-Fund in other cases.

(b) The total value of the transferable securities and money market instruments held by the Company in the issuing bodies in each of which it invests more than 5 per cent of the net assets of the relevant Sub-Fund must not exceed 40 per cent of the net assets of the relevant Sub-Fund. This limitation does not apply to deposits made with financial institutions subject to prudential supervision and to OTC Derivatives with such institutions. Notwithstanding the individual limits laid down in paragraph 2(a) above, the Company may not combine:

– investments in transferable securities or money market instruments issued by a single body;

– deposits made with a single body; and/or

– exposure arising from OTC Derivative transactions undertaken with a single body,

in excess of 20 per cent of the net assets of the relevant Sub-Fund.

(c) The limit laid down in paragraph 2 (a), first sentence is increased to a maximum of 35 per cent if the transferable securities and money market instruments are issued or guaranteed by an EU Member State, its local authorities, by a non-EU Member State or by public international bodies of which one or more EU Member States are members.

(d) The limit laid down in paragraph 2 (a), first sentence is raised to a maximum of 25 per cent for certain transferable debt securities if they are issued by a credit institution having its registered office in an EU Member State and which is subject, by law, to special public supervision designed to protect the holders of transferable debt securities. In particular, sums deriving from the issue of such transferable debt securities must be invested pursuant to the 2010 Law in assets which, during the whole period of validity of such transferable debt securities, are capable of covering claims attaching to the transferable debt securities and which, in the event of bankruptcy of the issuer, would be used on a priority basis for the reimbursement of the principal and payment of the accrued interest.

When the Company invests more than 5 per cent of its net assets in such transferable debt securities as referred to in the preceding paragraph and issued by one issuer, the total value of these investments may not exceed 80 per cent of the value of the relevant Sub-Fund's net assets.

(e) The transferable securities and money market instruments referred to in paragraphs 2 (c) and 2 (d) are not taken into account for the purpose of applying the limit of 40 per cent referred to in paragraph 2 (b). The limits set out in paragraphs 2 (a), (b), (c) and (d) may not be combined; thus investments in transferable securities or money market instruments issued by the same body, in deposits or derivative instruments made with this body carried out in accordance with paragraphs 2 (a), (b), (c) and (d) shall under no circumstances exceed in total 35 per cent of the net assets of the relevant Sub-Fund.

Companies which are included in the same group for the purposes of consolidated accounts, as defined in Directive 2013/34/EU, as amended, or in accordance with recognized international accounting rules are regarded as a single body for the purpose of calculating the limits contained in paragraphs 2 (a) to (e).

The Company may invest in aggregate up to 20 per cent of the net assets of the relevant Sub-Fund in transferable securities and money market instruments within the same group.

(f) **Notwithstanding paragraphs 2 (a) to (e) above, the Company is authorized to invest in accordance with the principle of risk spreading up to 100 per cent of the net assets of the relevant Sub-Fund in transferable securities and money market instruments issued or guaranteed by an EU Member State, by its local authorities, by another member of the OECD or by public international bodies of which one or more EU Member States are members, provided that the Company holds transferable securities from at least six different issues and transferable securities from one issue do not account for more than 30 per cent of the total net assets of the relevant Sub-Fund.**

(i) The Company or the Management Company may not acquire any shares carrying voting rights which would enable it to exercise significant influence over the management of an issuing body.

(ii) Moreover, the Company may acquire no more than:

10 per cent of the non-voting shares of the same issuer;
10 per cent of the transferable debt securities of the same issuer;
25 per cent of the units of the same UCITS and/or other UCI;
10 per cent of the money market instruments issued by the same issuer.

(iii) The limits laid down in the second, third and fourth indents may be disregarded at the time of acquisition if at that time the gross amount of transferable debt securities or money market instruments or the net amount of the transferable securities in issue cannot be calculated.

(iv) The limits contained in paragraphs (g) (i) and (d) (ii) are waived as regards:

- transferable securities and money market instruments issued or guaranteed by a EU Member State or its local authorities;

- transferable securities and money market instruments issued or guaranteed by a non-Member State of the European Union;

- transferable securities and money market instruments issued by public international bodies of which one or more EU Member States are members;

- shares held by UCITS in the capital of a company incorporated in a non-Member State of the European Union which invests its assets mainly in the transferable securities of issuing bodies having their registered office in that State, where under the legislation of that State, such a holding represents for the UCITS the only way in which it can invest in the transferable securities of issuing bodies of that State. This derogation, however, shall apply only if in its investment policy the company from the non-member State of the European Union complies with the limits laid down in Articles 43 and 46 and Article 48, paragraphs (1) and (2) of the 2010 Law. Where the limits set in Articles 43 and 46 of the 2010 Law are exceeded, Article 49 of the 2010 Law shall apply mutatis mutandis;

- shares held by one or several investment companies in the capital of subsidiary companies carrying on only the business of management, advice or marketing in the country where the subsidiary is located, in regard to the repurchase of units at unit-holders' request exclusively on its or their behalf.

(i) The Company shall not acquire securities which entail unlimited liability;

(ii) The Company's assets must not be invested in real estate, precious metals, precious metal contracts, commodities or commodities contracts;

(iii) The Company shall not acquire shares or units of UCITS and/or other UCIs for more than 10% of a single Sub-Fund's assets.

The investment policy of a Sub-Fund may derogate from the preceding restriction, provided that in such event the Company shall not invest more than 20 per cent of the net assets of the relevant Sub-Fund in a single UCITS or UCI as defined in point 1 (a) (iii) above. For the purposes of applying this investment limit, each compartment of a UCITS or UCI with multiple compartments shall be considered as a separate issuer, provided that the principle of segregation of liabilities of the different compartments is ensured in relation to third parties.

Investments in other UCIs may not exceed in aggregate 30 per cent of the net assets of the relevant Sub-Fund. When the Company 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 paragraphs 2 (a) to (e) above.

Notwithstanding the above, the Board of Directors may decide, under the conditions provided for in Chapter 9 of the 2010 Law, that a Sub-Fund (the "**Feeder**") may invest 85% or more of its assets in units of another UCITS (the "**Master**") authorised according to Directive 2009/65/EC (or a Sub-Fund of such UCI).

No subscription or redemption fees may be charged to the Company if the Company invests in the units of UCITS and/or other UCIs that are managed, directly or by delegation, by the Management Company or the investment manager (the "**Investment Manager**", as further defined in the relevant Appendix) or by any other company with which the Management Company or the Investment Manager is linked by common management or control, or by a substantial direct or indirect holding. If the Company invests a substantial proportion of its net assets in other UCITS and/or UCIs then it shall disclose in its prospectus the maximum level of the management fees that may be charged both to the Company and to the other UCITS and/or UCIs in which it intends to invest. In its annual report the Company shall indicate the maximum percentage of management fees charged both to the Company itself and to the UCITS and/or other UCI in which it invests;

(iii) purchase any eligible transferable securities or money market instruments on margin or make short sales of eligible transferable securities or money market instruments or maintain a short position. Deposits or other accounts in connection with derivative contracts such as option, forward or financial futures contracts, permitted within the limits described above, are not considered margins for this purpose;

(v) borrow amounts in excess of 10 per cent of the net assets of the relevant Sub-Fund, taken at market value at the time of the borrowing provided that the borrowing is on a temporary basis; provided however that the Company may borrow amounts in excess of 10 per cent of the net assets of the Company, provided that the borrowing is to make possible the acquisition of immovable property essential for the direct pursuit of the Company's business; in such latter case these borrowings may not in any case exceed in total 15 per cent of the net assets of the Company;

(vi) mortgage, pledge, hypothecate or in any manner encumber as security for indebtedness any securities owned or held by the Company, except as may be necessary in connection with the borrowings permitted by paragraph (e) above, on terms that the total market value of the securities so mortgaged, pledged, hypothecated or transferred shall not exceed that proportion of the Company's assets necessary to secure such borrowings; the deposit of securities or other assets in a separate account in connection with repurchase, reverse purchase agreements and derivative contracts such as option, forward or financial futures transactions shall not be considered to be mortgage, pledge, hypothecation or encumbrance for this purpose;

(vii) the Management Company and the Company may not, without prejudice to the application of Articles 41 and 42 of the 2010 Law, grant loans or act as a guarantor on behalf of third parties; the above paragraph shall not prevent the Company from acquiring transferable securities, money market instruments or other financial instruments referred to in Article 41, paragraph (1), items e), g) and h) of the 2010 Law which are not fully paid;

(viii) the Management Company and the Company may not carry out uncovered sales of transferable securities, money market instruments or other financial instruments referred to in Article 41, paragraph (1), items e), g) and h) of the 2010 Law;

– make investments in any assets involving the assumption of unlimited liability;
– underwrite transferable securities of other issuers;

– enter into securities lending transactions, repurchase agreements or reverse repurchase agreements except if and to the extent the Company complies with provisions of CSSF Circular 14/592 on rules applicable to undertakings for collective investment when they employ certain techniques and instruments relating to transferable securities and money market instruments.

The Company does not necessarily need to comply with the limits laid down in this section when exercising subscription rights attaching to transferable securities or money market instruments which form part of its assets. While ensuring observance of the principle of risk-spreading, the Company may derogate from Articles 43, 44, 45 and 46 of the 2010 Law for a period of six months following the date of its authorization.

If the limits referred to in the paragraph above are exceeded for reasons beyond the control of the Company or as a result of the exercise of subscription rights, it must adopt as a priority objective for its sales transactions the remedying of that situation, taking due account of the interests of its Shareholders.

Benchmark regulation

Benchmarks are used for the calculation of the Performance Fee for the Sub-Funds 1St SICAV – Italy.

Index	Administrator	Status ESMA Register
FTSE Italia All-Share Index	FTSE Russell	Registered

In accordance with the provisions of the 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 (the **Benchmark Regulation**"), the administrators are included in the Register of Benchmark Administrators held by the ESMA.
According to article 28-2 of Benchmark Regulation, the Management Company has produced and maintained a written plan setting out the actions that they would take in the event that a benchmark materially changes or ceases to be provided. The plan is available free of charge at the office of the Management Company.

FINANCIAL TECHNIQUES AND INSTRUMENTS

1. General principle

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

The Company may employ securities financing transactions (the "**SFTs**") as described in section "SFTs and TRS" hereunder and derivative instruments relating to transferable securities and money market instruments amongst others for hedging purposes, efficient portfolio management, duration management or other risk management of the portfolio as described here below.

When these operations concern the use of derivative instruments, these conditions and limits shall conform to the provisions laid down in section "Investment Restrictions".

However, the overall risk exposure related to financial derivative instruments will not exceed the total Net Asset Value of the Company.

This means that the global exposure relating to the use of financial derivative instruments may not exceed 100% of the Net Asset Value of the Company and, therefore, the overall risk exposure of the Company may not exceed 200% of its Net Asset Value on a permanent basis.

Each sub-fund will employ the commitment or Value-at-Risk (the "**VAR**") approach to calculate their global exposure accordingly to the risk profile of the Sub-Fund.

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

A Sub-Fund may also invest in OTC financial derivative instruments including but not limited to non-deliverable forwards, total return swaps, interest rate swaps, currency swaps, swaptions, credit default swaps, and credit linked note for either investment or for hedging purposes.

In doing so, the Sub-Fund shall comply with applicable restrictions and in particular with ESMA guidelines on exchange traded funds (the "**ETFs**") and other UCITS issues as described in CSSF circular 14/592 and with EU Regulation 2015/2365 on transparency of securities financing transactions and of reuse of 25 November 2015 (the "**SFTR**") and CSSF Circulars CSSF 08/356, CSSF 11/512 as amended by Circular CSSF 18/698, and CSSF 14/592.

The risk exposures to a counterparty arising from OTC financial derivative transactions and efficient portfolio management techniques should be combined when calculating the counterparty risk limits of Article 52 of Directive 2009/65/EC.

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

When entering into Total Return Swaps (the "**TRS**") arrangements, which for sake of clarity, also need to comply with the provisions applicable to TRS under the SFTR, or investing in other derivative financial instruments having similar characteristics to TRS, the Company must respect the limits of diversification referred to in Articles 43, 44, 45, 46 and 48 of the 2010 Law.

Likewise, in accordance with Article 42 (3) of the 2010 Law and Article 48 (5) of CSSF Regulation 10-4,as amended, the Company must ensure that the underlying exposures of the TRS (respectively other similar financial instrument) are taken into account in the calculation of the investment limits laid down in Article 43 of the 2010 Law.

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

The counterparties will be leading financial institutions specialized in this type of transaction and subject to prudential supervision. These counterparties do not have discretionary power over the composition or management of the investment portfolio of the Sub-Fund or over the underlying assets of the derivative financial instruments.

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

The rebalancing frequency for an index that is the underlying asset for a financial derivative is determined by the provider of the index in question. The costs for such rebalancing are estimated to a leverage of 4bps.

The TRS and other derivative financial instruments that display the same characteristics shall confer to the Company a right of action against the counterparty in the swap or in the derivative financial instrument, and any eventual insolvency risk of the counterparty may make it impossible for the payments envisioned to be received.

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

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

The TRS transactions to be entered into will be marked to market daily using the market value of the underlying assets used for the transaction in accordance with the terms of the swap agreement.

Typically, investments in total return swap transactions will be made in order to adjust regional exposures, limit settlement and custodian risks as well as repatriation risk in certain markets and to avoid costs and expenses related to direct investments or sale of assets in certain jurisdictions as well as foreign exchange restrictions.

Furthermore, the Company may, for efficient portfolio management purposes, exclusively resort to securities lending and borrowing and repurchase agreement transactions, provided that the rules described here-below are complied with.

2. SFTs and TRS

As of the date of this Prospectus, the Fund is not authorised to engage into securities lending, nor enter into repurchase agreements, reverse repurchase agreements and total return swaps, nor in the other transactions covered by SFTR. If the Fund uses such securities financing transactions in the future, the present Prospectus will be modified in accordance with SFTR.

3. Collateral Management and Policy for OTC financial derivatives

As security for OTC financial derivatives transactions, the relevant Sub-Fund will obtain collateral, under the form of bonds (bonds issued or guaranteed by a Member State of the OECD or by their local public authorities; or by supranational institutions and undertakings with EU, regional or world-wide scope) and cash, covering at least the market value of the financial instruments object of OTC financial derivatives transactions.

Collateral received must at all times meet the following criteria:

(a) Liquidity: Collateral must be sufficiently liquid in order that it can be sold quickly at a robust price that is close to its pre-sale valuation.

(b) Valuation: Collateral must be capable of being valued on at least a daily basis and must be marked to market daily, it being understood that the Company does not intend to make use of daily variation margins.

(c) Issuer credit quality: The Company will ordinarily only accept very high quality collateral.

(d) Safe-keeping: Collateral must be transferred to the Depositary Bank or its agent.

(e) Enforceable: Collateral must be immediately available to the Company without recourse to the counterparty, in the event of a default by that entity.

(f) Non-Cash collateral

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

(g) The maturity of the non-cash collateral shall be a maximum of 5 years.

(h) Cash Collateral can only be:

placed on deposit with entities prescribed in Article 41(f) of the Law;

- invested in high-quality government bonds;
- used for the purpose of reverse repurchase 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;
- invested in short-term money market funds as defined in ESMA's Guidelines on a Common Definition of European Money Market Funds. Each Sub-Fund may reinvest cash which it receives as collateral in connection with the use of techniques and instruments for efficient portfolio management, pursuant to the provisions of the applicable laws and regulations, including CSSF Circular 08/356, as amended by CSSF Circular 11/512 and the ESMA Guidelines.

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

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

(i) Collateral diversification (asset concentration) – collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Company receives from a counterparty of efficient portfolio management and over-the-counter financial derivative transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its net asset value. When the Company is exposed to different counterparties, the different baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation from this sub-paragraph, a UCITS may be fully collateralized 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. Such a UCITS should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the UCITS' net asset value.

(ii) UCITS that intend to be fully collateralized in securities issued or guaranteed by a Member State should disclose this fact in the prospectus of the UCITS. UCITS should also identify the Member States, local authorities, or public international bodies issuing or guaranteeing securities which they are able to accept as collateral for more than 20% of their net asset value.

4. Haircut Policy

The Company has set up, in accordance with the Circular 14/592, a clear haircut policy adapted for each class of assets received as collateral mentioned above. Such policy takes account of the characteristics of the relevant asset class, including the credit standing of the issuer of the collateral, the price volatility of the collateral and the results of any stress tests which may be performed in accordance with the stress testing policy.

When entering into OTC transaction each Sub-Fund must receive or pay a guarantee managed by the Credit Support Annex (CSA) to the ISDA in place with each counterparty and it will obtain the following collateral covering at least the market value of the financial instrument object of the OTC transaction:

- Cash: 0%
- Government bonds with maturity up to 1 year: Haircut between 0 and 2%
- Government bonds with maturity of more than 1 year: Haircut between 0 and 5%

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

All assets received in the context of management of collateral for OTC financial derivative transactions and efficient portfolio management techniques in accordance with the Circular 14/592 will be considered as collateral and will comply with the criteria set up above.

All collateral used to reduce counterparty risk exposure will comply with the following criteria at all times:

For all the Sub-Funds receiving collateral for at least 30% of their assets, the 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.

The Company must proceed on a daily basis to the valuation of the guarantee received or paid, using available market prices and taking into account appropriate discounts which will be determined in according to the CSA for each asset class based on its haircut policy. The policy takes into account a variety of factors, depending on the nature of the collateral received, such as the issuer's credit standing, the maturity, currency, price volatility of the assets.

5. Currency Hedging

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

The objective of the transactions referred to above presupposes the existence of a direct relationship between the contemplated transaction and the assets or liabilities to be hedged and implies that, in principle, transactions in a given currency, including a currency bearing a substantial relation to the value of the reference currency (i.e. currency of denomination) of the relevant Sub-Fund known as "hedging by proxy"- may not exceed the total valuation of the assets and liabilities held in such currency nor may they, as regards their duration, exceed the period where such assets are held or anticipated to be acquired or for which such liabilities are incurred or anticipated to be incurred.

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

THE INVESTMENT MANAGERS

The Management Company may appoint different Investment Managers (each, an "**Investment Manager**") as shall be indicated in the relevant Sub-Fund Appendix. Each Investment Manager will, subject to the overall responsibility and control of the Management Company, provide investment advice and take responsibility for the day-to-day discretionary management of the assets of the Company.

A description of each Investment Manager is set forth in the relevant Appendix of each Sub-Fund.

Pursuant to the investment management agreements (the "**Investment Management Agreements**"), each Investment Manager, in accordance with the investment objective and policies of the relevant Sub-Fund adopted by the Company, manages the investment and reinvestment of the assets of such Sub-Fund and is responsible for placing orders for the purchase and sale of investments with brokers, dealers and counterparties selected by it at its discretion.

Under the Investment Management Agreements, each of the Investment Managers is entitled to receive an investment management fee calculated and payable as set out in the Appendix of the relevant Sub- Fund. A performance fee (the "**Performance Fee**") may also become payable on the terms set out in the description of the Sub-Fund in the relevant Appendix.

THE DEPOSITARY BANK AND PAYING AGENT

By an agreement dated 1 January 2025, amended from time to time (the "**Depositary Bank Agreement**"), Banque et Caisse d'Epargne de l'Etat, Luxembourg has been appointed by the Comppany as depositary bank (the "**Depositary Bank**") of the Company.

Banque et Caisse d'Epargne de l'Etat, Luxembourg is an autonomous public institution (établissement public autonome) under the laws of the Grand-Duchy of Luxembourg. The Depositary Bank has been on the official list of Luxembourg credit institutions since 1856 and is authorised by the CSSF in Luxembourg in accordance with directive 2013/36/EU, as amended. Its registered office and administrative offices are at 1, Place de Metz, L-1930 Luxembourg.
The Depositary Bank Agreement provides that it will remain in force for an unlimited period and that it may be terminated by either party at any time upon 90 days' written notice.

The Depositary Bank Agreement is governed by the laws of Luxembourg and the courts of Luxembourg shall have exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Bank Agreement.

In consideration of the services rendered, the Depositary Bank receives a fee as detailed in section CHARGES OF THE COMPANY of this Prospectus.

The Depositary Bank shall assume its functions and responsibilities in accordance with the 2010 Law and the Depositary Bank Agreement. With respect to its duties under the 2010 Law, the Depositary Bank shall ensure the safekeeping of the Company's assets. The Depositary Bank has also to ensure that the Company's cash flows are properly monitored in accordance with the 2010 Law.

In addition, the Depositary Bank shall also ensure:

- that the sale, issue, repurchase, redemption and cancellation of the Shares of the Company are carried out in accordance with Luxembourg law and the Articles of Incorporation of the Company;
- that the value of the Shares of the Company is calculated in accordance with Luxembourg law and the Articles of Incorporation of the Company;
- to carry out the instructions of the Company and the Management Company, unless they conflict with Luxembourg law or the Articles of Incorporation of the Company;
- that in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits; that the Company's incomes are applied in accordance with Luxembourg law and the Articles of Incorporation of the Company.

The Depositary Bank shall be liable to the Company or to the Shareholders for the loss of the Company's financial instruments held in custody by the Depositary Bank or its delegates to which it has delegated its custody functions. A loss of a financial instrument held in custody by the Depositary Bank or its delegate shall be deemed to have taken place when the conditions of article 18 of the Commission Delegated Regulation (EU) of 17 December 2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with

regard to obligations of depositaries (the "**UCITS Delegated Regulation")** are met. The liability of the Depositary Bank for losses other than the loss of the Company's financial Instruments held in custody shall be incurred pursuant to the provisions of the Depositary Bank Agreement.

The Depositary Bank is liable to the Company and to the Shareholders for the loss by the Depositary Bank or a third party to whom the custody of financial instruments that can be held in custody has been delegated. In the case of such a loss of a financial instrument held in custody, the Depositary Bank shall return a financial instrument of identical type or the corresponding amount to the Company without undue delay.

The Depositary Bank is also liable to the Company and the Shareholders for all other losses suffered by them as a result of the Depositary Bank's negligent or intentional failure to properly fulfill its obligations.

The liability of the Depositary Bank will not be affected by the fact that it has delegated safekeeping to a third party.

However, the Depositary Bank's liability shall not be triggered provided the Depositary Bank can prove that all the following conditions are met:

(i) the event which led to the loss is not the result of any act or omission of the Depositary Bank or of any of its delegates;
(ii) the Depositary Bank could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice;
(iii) the Depositary Bank could not have prevented the loss despite rigorous and comprehensive due diligence as documented in accordance with point (c) of article 19 (1) of the UCITS Delegated Regulation.

The requirements referred to in points (i) and (ii) in this paragraph may be deemed to be fulfilled in the following circumstances:

(a) natural events beyond human control or influence;
(b) the adoption of any law, decree, regulation, decision or order by any government or governmental body, including any court or tribunal, which impacts the Company's financial instruments held in custody;
(c) war, riots or other major upheavals.

The requirements referred to in points (i) and (ii) in the previous paragraph shall not be deemed to be fulfilled in cases such as an accounting error, operational failure, fraud, failure to apply the segregation requirements at the level of the Depositary Bank or any of its delegates.

The Depositary Bank may delegate its safekeeping duties with respect to the Company's financial instruments held in custody or any other assets (except for the cash) in accordance with the UCITS Directive, the UCITS Delegated Regulation and applicable law
An up-to-date list of the third-party delegates (including the global sub-custodian) appointed by the Depositary Bank and of the delegates of these third-party delegates (including the global sub-custodian) is available on the following website: www.spuerkeess.lu (Professionals/Documents for businesses/Other Documents)

In carrying out its functions, the Depositary Bank shall act honestly, fairly, professionally, independently and solely in the interest of the Company and the Shareholders of the Company.

Potential conflicts of interest may nevertheless arise from time to time from the provision by the Depositary Bank and/or its affiliates and/or sub-custodians of other services to the Company, the Management Company and/or other parties. For example, the Depositary Bank may act as depositary bank of other funds. It is therefore possible that the Depositary Bank (or any of its affiliates and/or sub-custodians) may in the course of its business

have conflicts or potential conflicts of interest with those of the Company and/or other funds for which the Depositary Bank (or any of its affiliates and/or sub-custodians) acts.

Where a conflict or potential conflict of interest arises, the Depositary Bank will have regard to its obligations to the Company and will treat the Company and the other funds for which it acts fairly and such that, so far as is reasonably practicable, any transactions are effected on terms which are not materially less favorable to the Company than if the conflict or potential conflict had not existed. Such potential conflicts of interest are identified, managed and monitored in various other ways including, without limitation, the hierarchical and functional separation of the Depositary Bank's functions from its other potentially conflicting tasks and by the Depositary Bank adhering to its own conflicts of interest policy.

A description of the conflicts of interest that may arise in relation to the Depositary Bank services, if any, including the identification of the conflicts of interest in relation to the appointment of third-party delegates (including the global sub-custodian) will be made available to the Company's Shareholders on request at the Company's registered office.

Under no circumstances shall the Depositary Bank be liable to the Company, the Management Company or any other person for indirect or consequential damages and the Depositary Bank shall not in any event be liable for the following direct losses: loss of profits, loss of contracts, loss of goodwill, whether or not foreseeable, even if the Depositary Bank has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise.

The Depositary Bank is not involved, directly or indirectly, with the business affairs, organisation, sponsorship or management of the Company. The Depositary Bank shall not have any investment decision-making role in relation to Company. Decisions in respect of the purchase and sale of assets for the Company, the selection of investment professionals and the negotiation of commission rates are made by the Company and/or the Management Company and/or their delegates. Shareholders may ask to review the Depositary Bank Agreement at the registered office of the Company should they wish to obtain additional information as regards the precise contractual obligations and limitations of liability of the Depositary Bank.

The fees and charges of the Depositary Bank in connection with its services are borne by the Company in accordance with common practice in Luxembourg.

The Depositary Bank), in any capacity shall not be liable for the contents of this Prospectus and will not be liable for any insufficient, misleading or unfair information contained in the Prospectus.

THE ADMINISTRATIVE AGENT

Pursuant to an agreement dated 1 January 2025 (the "**Administrative, Registrar and Transfer Agent Agreement**"), the Company and the Management Company have appointed UI efa S.A. as administrative and registrar and transfer agent and communication agent of the Company (the "**Administrative Agent**").

As Administrative Agent, UI efa S.A. performs the functions required by Luxembourg law, such as keeping the Fund's accounts and regularly calculating the net asset value per share of each sub-fund and/or class/category, where applicable.

As Transfer Agent and Registrar, UI efa S.A. performs the functions required by Luxembourg law, such as executing subscription, redemption and conversion orders and maintaining the register of shareholders.

As Communication Agent, UI efa S.A. is responsible for the production and transmission of confidential documents (to the extent relevant) to investors.

Pursuant to the Domiciliation Services Agreement, UI efa S.A. is also acting as domiciliary agent of the Fund (the "**Domiciliary Agent**").

The Administrative Agent is in charge of processing of the issue, redemption and conversion of the Shares and settlement arrangements thereof, keeping the register of the Company's Shareholders, calculating the Net Asset Value, maintaining the records, and other general functions as more fully described in the Administrative, Registrar and Transfer Agent Agreement.

The Administrative Agent will not be liable for the investment decisions regarding the Company nor the consequences of such investment decisions on the Company's performance and they are not responsible for the monitoring of the compliance of the Company's investments with the rules contained in its Articles of Incorporation and/or its Prospectus and/or in any Investment Management Agreement(s) concluded between the Company/the Management Company and any Investment Manager(s).

The Administrative, Registrar and Transfer Agent Agreement provides that it will remain in force for an unlimited period and that it may be terminated by either party at any time upon 90 days' written notice.

In consideration of the services rendered, the Administrative Agent receives a fee as detailed in section CHARGES OF THE COMPANY of this Prospectus.

The Administrative Agent may delegate all or part of its functions to one or more sub-contractor(s) which, in view of functions to be delegated, has/have to be qualified and competent for performing them. The Administrative Agent's liability shall not be affected by such delegation to one or more sub-contractor(s)".

The Administrative Agent shall not be liable for the contents of this Prospectus and will not be liable for any insufficient, misleading or unfair information contained in this Prospectus.

INDEPENDENT AUDITOR

Ernst & Young S.A. with registered office in the Grand Duchy of Luxembourg 35E, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

RISK MANAGEMENT PROCEDURE

The Management Company has issued a risk management procedure describing all of the framework conditions, processes, measures, activities and structures that are relevant to the efficient and effective implementation and improvement of the risk management and risk reporting system. Pursuant to the 2010 Law and applicable regulatory circulars issued by the CSSF, the Management Company regularly sends a report to the CSSF about the risk management procedure that is applied. The regulatory circulars issued by the CSSF describe the code of conduct that undertakings for collective investment in transferable securities have to comply with as regards the application of a risk management procedure and the use of derivative financial instruments. In the regulatory circular of the CSSF, funds which are subject to Part 1 of the 2010 Law are referred to supplementary information on the use of a risk management procedure as defined in Article 42 (1) of the 2010 Law and on the use of derivative financial instruments as defined in Article 41 (1) g of that law.

The risk management policies mentioned in the regulatory circular must enable, among other things, the measurement of the market risk (including the overall risk), which could be significant for the relevant Sub-Fund in view of its investment objectives and strategies, the management style and methods used for the management of the relevant Sub-Fund and the valuation processes and which could therefore have a direct impact on the interests of the Shareholders of the relevant Sub-Fund being managed.

To this end, the Management Company employs the following methods provided for in accordance with the legal requirements:

Commitment Approach:

In the "Commitment Approach", the positions from derivative financial instruments are converted into their equivalent positions in the underlying assets using the delta approach (in the case of options). Netting and hedging effects between derivative financial instruments and their underlying assets are taken into account in

the process. The total of these equivalent positions in the underlying assets may not exceed the total net value of the relevant Sub-Fund's portfolio.

VAR Approach:

The Value-at-Risk ratio is a mathematical and statistical concept, which is used as a standard measure of risk in the financial sector. The VAR indicates a portfolio's possible loss during a certain period of time (called the holding period), where there is a specific probability (called the confidence level) that it will not be exceeded.

Relative VAR Approach:

In the relative VAR approach, the VAR (confidence level 99%, 1 day holding period, 1 year observation period) of the relevant Sub-Fund may not exceed the VAR of a reference portfolio by more than double in relation to the market risk potential of derivative-free reference assets. With this approach, the reference portfolio is strictly a representation of the relevant Sub-Fund's investment policy.

Absolute VAR Approach:

In the absolute VAR approach, the VAR (99% confidence level, 1 day holding period, 1 year observation period) of the relevant Sub-Fund may not exceed 20 % of the relevant Sub-Fund's assets.

Leverage:

The use of derivatives can have a major impact, either positive or negative, on the value of the relevant Sub-Fund's assets. In order to represent this as a percentage, the leverage is calculated. This percentage figure expresses by how much a portfolio would rise or fall if derivative positions were to be used. To determine the leverage, the nominal values of the derivatives are calculated with the sum of notionals and compared with the existing portfolio.

In the case of Sub-Funds that have not yet been launched, the anticipated leverage is initially estimated. The estimate is made using assumptions that take account of the relevant Sub-Fund's strategy.

Please note that irrespective of the upper limits of the market risk arising from the relative VAR calculation (max. 200%) as set out in the legislation, the leverage effect can turn out to be higher since its calculation is based on sum of notionals of the derivatives held by the relevant Sub-Fund. Any possible reinvestment effects arising from securities in repurchase agreements are also taken into account.

The actual leverage effect, on the other hand, is subject to fluctuations on the security markets over the course of time and can therefore also turn out to be higher as a result of exceptional market conditions.

Specific Information and the description of the risk management procedure for each Sub-Fund will be described in the description of the Appendix relating to the relevant Sub-Fund.

RISK FACTORS

The following statements are intended to inform Shareholders of the uncertainties and risks associated with investments and transactions in transferable securities, money market instruments, structured financial instruments and other financial derivative instruments. Shareholders should remember that the price of Shares and any income from them may fall as well as rise and that Shareholders may not get back the full amount invested.

Past performance is not necessarily a guide to future performance and Shares should be regarded as a medium to long-term investment.

Where the currency of the relevant Sub-Fund varies from the investor's currencies, or where the currency of the relevant Sub- Fund varies from the currencies of the markets in which the Sub-Fund invests, the prospect of additional loss (or the prospect of additional gain) to the investor is greater than the usual risks of investment.

Investment objectives express an intended result but there is **no guarantee** that such a result will be achieved. Depending on market conditions and the macro- economic environment, investment objectives may become more difficult or even impossible to achieve.

There is no express or implied assurance as to the likelihood of achieving the investment objective for a Sub-Fund.

The investment performance of each Sub-Fund is directly related to the investment performance of the underlying investments held by such Sub-Fund. The ability of a Sub-Fund to meet its investment objective depends upon the allocation of the Sub-Fund's assets among the underlying investments and the ability of an underlying investment to meet its own investment objective. It is possible that an underlying investment will fail to execute its investment strategies effectively. As a result, an underlying investment may not meet its investment objective, which would affect the Sub-Fund's investment performance.

Risks associated with Sub-Fund shares

The investment in sub-fund shares is a form of investment that is characterized by the principle of risk spreading. It cannot, however, be ruled out that the risks associated with an investment in sub-fund shares, which result in particular from the investment policy of the relevant Sub-Fund, the value of assets contained in the relevant Sub-Fund and the share business, might exist. Sub-fund shares are comparable with securities as regards their opportunities and risks and in particular also in combination with instruments and techniques, where applicable. In the case of sub-funds shares denominated in foreign currencies, there are exchange rate opportunities and risks. It must also be considered that such shares are subject to a so-called transfer risk. The purchaser of shares will only achieve a profit on the sale of his shares if their growth in value exceeds the front-end load paid on their purchase, taking into account the redemption commission. The front-end load can reduce the performance for the investor or even lead to losses in the case of only short periods of investment. A loss risk can be associated with the custody of assets, especially abroad, which can result from the insolvency, breaches of the duty of care or abusive conduct of the custodian or a sub-custodian (custodial risks). The Company may become the victim of fraud or other criminal activities. It may sustain losses through misunderstandings or errors by employees of the management company or external third parties or be damaged by external events such as natural disasters (operational risks).

Risks associated with the assets of the Company Counterparty Risk

The Company will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes.

Risk Considerations applicable to the use of derivatives

While the prudent use of derivatives can be beneficial, derivatives also involve risks different from, and, in certain cases, greater than, the risks presented by more traditional investments. Investment in derivatives may add volatility to the performance of the Sub-Funds and involve peculiar financial risks.

The following is a summary of the risk factors and issues concerning the use of derivatives instruments (FDI) that investors should understand before investing in the Company.

Market Risk

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

Control and Monitoring

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

Legal risk

There may be a risk of loss due to the unexpected application of a law or regulation, or because contracts are not legally enforceable or documented correctly.

There may be a risk from uncertainty due to legal actions or uncertainty in the applicability or interpretation of contracts, laws or regulations.

The use of Over the Counter (the "**OTC**") derivatives, such as forward contracts, swap agreements and contracts for difference, will expose the Sub-Funds to the risk that the legal documentation of the contract may not accurately reflect the intention of the parties.

The terms of Over the Counter Financial Derivative Instrument (the "**OTC FDI**") are generally established through negotiation between the parties thereto.

While therefore more flexible, OTC FDI may involve greater legal risk than exchange-traded instruments, which are standardized as to the underlying instrument, expiration date, contract size and strike price, as there may be a risk of loss if the OTC FDI are deemed not to be legally enforceable or are not documented correctly. There may also be a legal or documentation risk that the parties to the OTC FDI may disagree as to the proper interpretation of its terms. If such a dispute occurs, the cost and unpredictability of the legal proceedings required for a Fund to enforce its contractual rights may lead the Fund to decide not to pursue its claims under the OTC FDI. A Fund thus assumes the risk that it may be unable to obtain payments owed to it under OTC arrangements, and that those payments may be delayed or made only after the Fund has incurred the costs of litigation. Further, legal, tax and regulatory changes could occur which may adversely affect a Fund. The regulatory and tax environment for FDI is evolving, and changes in the regulation or taxation of FDI may adversely affect the value of such instruments held by the Fund and the Fund's ability to pursue its trading strategies.

Risk linked to the reuse of collateral or any guarantee granted under any leveraging arrangement

Investors should take explicitly into account the risk of reuse of collateral or and any guarantee granted under any leveraging arrangement.

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).

Counterparty Risk

The Company may enter into transactions in OTC markets, and the Sub-Funds may incur losses through their commitments vis-à-vis a counterparty on the techniques described above, in particular its swaps, TRS, forwards, in the event of the counterparty's default or its inability to fulfil its contractual obligations. This will expose the

Company to the credit of its counterparties and their ability to satisfy the terms of such contracts. In the event of a bankruptcy or insolvency of a counterparty, the Company could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realize 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.

Operational & Custody Risk:

Operational risk is the risk of contract on financial markets, the risk of back office operations, custody of securities, as well as administrative problems that could cause a loss to the Sub-Funds. This risk could also result from omissions and inefficient securities processing procedures, computer systems or human errors.

Risk of relating to the use of Total Return Swaps

Because it does not involve physically holding the securities, synthetic replication through total return (or unfunded swaps) and fully-funded swaps can provide a means to obtain exposure to difficult-to-implement strategies that would otherwise be very costly and difficult to have access to with physical replication. Synthetic replication therefore involves lower costs than physical replication.

Synthetic replication however involves counterparty risk. If the Sub-fund engages in OTC Derivatives, there is the risk – beyond the general counterparty risk – that the counterparty may default or not be able to meet its obligations in full.

Where the Company and any of its Sub-Funds enters into TRSs on a net basis, the two payment streams are netted out, with Company or each Sub-Fund receiving or paying, as the case may be, only the net amount of the two payments. 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 TRSs is limited to 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 a TRS defaults, in normal circumstances the Company's or relevant Sub-Fund's risk of loss consists of the net amount of total return payments that the Company or Sub-Fund is contractually entitled to receive.

Special risk consideration regarding investments in high yield debt securities

Certain high yield bonds are speculative, involve comparatively greater risks than higher quality securities, including price volatility, and may be questionable as to principal and interest payments.

The attention of the potential investor is drawn to the type of high-risk investment that the Sub-Funds are authorised to make when they invest in high yield bonds.

Compared to higher-rated securities, lower-rated high yield bonds generally tend to be more affected by economic and legislative developments, changes in the financial condition of their issuers, have a higher incidence of default and be less liquid.

The Sub-Funds may also invest in high yield bonds placed by emerging market issuers that may be subject to greater social, economic and political uncertainties or may be economically based on relatively few or closely interdependent industries.

Corporate debt securities may bear fixed coupon or fixed and contingent coupon or variable coupon and may involve equity features such as conversion or exchange rights or warrants for the acquisition of stock of the same or a different issuer (e.g. synthetic convertibles) or participation based on revenue, sales or profits.

Other Risks

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

However, this risk is limited as the valuation method used to value OTC Derivatives must be verifiable by an independent auditor.

Counterparty Default

In general, there is less regulation and supervision of transactions in the OTC markets (in which forward and option contracts, credit default swaps, total return swaps and certain options on currencies and other financial derivative instruments are generally traded) than of transactions entered into on organized stock exchanges. In addition, many of the protections afforded to participants on some organized exchanges, such as the performance guarantee of an exchange clearinghouse, may not be available in connection with OTC transactions. Therefore, a Sub-Fund entering into OTC transactions will be subject to the risk that its direct counterparty will not perform its obligations under the transactions and that the Sub-Fund will sustain losses. The Sub-Fund will only enter into transactions with counterparties which it believes to be creditworthy, and may reduce the exposure incurred in connection with such transactions through the receipt of letters of credit or collateral from certain counterparties. In addition, as the OTC market may be illiquid, it might not be possible to execute a transaction or liquidate a position at the price it may be valued in the Sub-Fund.

Concentration risk

A risk can arise from a concentration of investment in certain assets or markets. Then the Company is particularly heavily dependent on the performance of these assets or markets.

General security risks

When selecting the assets the expected performance of the assets is in the foreground. At the same time, it must be considered that securities also bear risks as well as the opportunities of price gains and revenue, since the prices can fall below acquisition prices.

Company-specific risks

Company-specific risks describe the risks, which have directly and indirectly to do with the Company itself. This means in particular the situation of the Company in the market environment, management decisions and similar circumstances that directly concern the Company. Among the general conditions are especially the inflation rate, the level of base rates, fiscal and legal conditions and the general market psychology. It can be observed over and over again that shares or whole stock markets are subject to considerable price fluctuations and evaluation fluctuations without the general conditions changing.

Special features of shares

Shares and securities with share-like character (e.g. index certificates) are subject to large price fluctuations from experience. Therefore, they offer opportunities of considerable price gains, which are nevertheless set against comparable risks. Influencing factors on share prices are primarily the profit performance of individual companies and sectors as well as whole-economy developments and political perspectives, which determine the expectations on the security markets and thereby the formation of rates.

Special features of fixed interest securities

Influencing factors on price changes of fixed interest securities are primarily the interest rate developments on the capital markets, which in turn are influenced by whole-economy factors. When capital market interest rates rise, fixed interest securities can suffer falls in prices, while they can report price increases when capital market interest rates fall. The price changes are also dependent on the term or remaining term of the fixed interest securities. As a rule, fixed interest securities with shorter terms exhibit lower price risks than fixed interest securities with longer terms. On the other hand, however, lower yields and higher reinvestment costs have to be taken into account due to the more frequent maturities of the security portfolio.

The creditworthiness risk

Even with the careful selection of the securities to be purchased, the creditworthiness risk, i.e. the loss risk through inability of issuers to pay (issuer risk), cannot be ruled out.

The credit risk

The Company can invest part of its assets in government and company bonds. The issuers of these bonds can become insolvent in some circumstances, whereby the value of the bonds can be lost wholly or partly. Because of the dependence on the creditworthiness of the issuer and the general market liquidity there can be increased volatility.

Country risk

To the extent that a Sub-Fund focuses on certain countries within the context of its investment, this also reduces the spread of risks. As a result of this the relevant Sub-Fund is dependent to a particular extent on the development of single or related countries or on the companies registered or active in these countries.

Risks in Investing in Emerging Markets

The political and economic situation in countries with emerging markets can be subject to significant and rapid changes. Such countries may be less stable politically and economically in comparison to more developed countries and be subject to a considerable risk of price fluctuations. This instability is caused among other things by authoritarian governments, military involvement in political and economic decision making, hostile relations with neighboring states, ethnic and religious problems and racial conflicts, etc. These, as well as unexpected political and social developments, can have an effect on the value of the investments of the Company in these countries and also affect the availability of the investments. Moreover, the payment of earnings from the redemption of shares of the Company investing in the emerging market can be delayed in some circumstances. Due to the fact that the security markets are very inexperienced in some of these countries and that the number of the tradable volumes can possibly be limited, there may be increased illiquidity of the Company as well as an increased amount of administration that must be carried out before the acquisition of an investment.

Investments issued by companies domiciled in countries with emerging markets can be affected by the fiscal policy. At the same time, it must be noted that no provision is made to safeguard existing standards. This means that fiscal provisions especially can be changed at any time and without prior notice, and in particular retroactively. Such revisions can have negative effects for the investors in certain circumstances.

Special features of structured products

When investing in certificates and structured products, the risk characteristics of derivatives and other special investment techniques and financial instruments must be considered as well as the risk characteristics of securities. Generally, they are also exposed to the risks of their underlying markets and/or underlying instruments and therefore often entail increased risks. Potential risks of such instruments can arise for example from the complexity, non-linearity, high volatilities, low liquidity, limited means for valuation, risk of absence of income, or even total loss of the invested capital or from the counterparty risk.

Currency risks

When investing in foreign currencies and in transactions in foreign currencies there are chances and risks of changes in exchange rates. It must also be borne in mind that investments in foreign currencies are subject to a so-called transfer risk.

Currency hedging transactions

Currency hedging transactions serve to reduce exchange rate risks. Because these hedging transactions can occasionally only partially protect the Company's assets or protect against exchange rate losses to a limited extent it can, however, not be ruled out that exchange rate changes can negatively influence the performance of the Company's assets.

Forward exchange contracts

The costs and possibly losses arising from forward exchange contracts and/or the acquisition of corresponding option rights and warrants, reduce the performance of the Company. Transactions with forwards, particularly those traded over the counter, bear an increased counterparty risk. In the event that its counterparty fails it is possible that the Company will not receive the expected payments or counter values. This can lead to a loss.

Risk associated with the use of securities lending transactions and repos

In the event of default by the counterparty of a securities lending transaction or repo, the respective Sub-Fund may suffer a loss to the extent that the income from the sale of collateral held by the Sub-Fund in connection with the securities lending transaction or repo is less than the securities handed over.

In addition, the Sub-Fund may also suffer losses as a result of the bankruptcy or other corresponding similar proceedings against the counterparty of the securities lending transaction or repo or any other form of failure to comply with the return of securities, such as the loss of interest or loss of the respective security as well as default and enforcement costs in connection with the securities lending transaction or repo. It is to be assumed that the use of an acquisition with a repurchase option or a reverse repurchase agreement and securities lending agreement will have no significant effect on the performance of the relevant Sub-Fund.

However, this use may have a significant effect — which may be either positive or negative — on the Net Asset Value of the Sub-Fund.

Note on borrowing by the Fund

The interest accrued for borrowing reduces the performance of the Company. These burdens are, however, set against the opportunity of increasing the income of the Company by raising credit.

Measures for risk reduction and risk avoidance

The Management Company and/or Investment Manager try to optimise the opportunity/risk ratio of a security investment using modern analysis methods. At the same time the Company's liquid funds serve the goal of the investment policy by reducing the influence of possible price reductions in the security investments within a framework of shifting and temporary higher cash balances. Nevertheless, no assurance can be given that the goals of the investment policy will be achieved.

Credit Default Swaps

Credit Default Swaps (CDS) normally serve to protect from creditworthiness risks, which arise for an investor or a fund from the purchase of bonds and from lending. These are agreements between two parties, whereby the secured party makes premium payments to the security provider over the term of the cover so that he will be compensated for losses in the future (credit default payment), if the creditworthiness of the issuer should

deteriorate or the issuer fails (credit event). The counterparties are first class financial institutions, which are specialised in such transactions.

Selection of Investments

Shareholders will not have control over the allocations among Sub-Fund's eligible investments. By investing in the Shares, Shareholders are depending substantially on the ability of the Investment Manager and Management Company with respect to the selection of investments to which the assets of the Sub-Funds will be allocated.

Warrants Risk

Investment in and holding of warrants may result in increased volatility of the Net Asset Value of certain dedicated funds, which may make use of warrants, and accordingly is accompanied by a higher degree of risk.

Historical Performance

The past performance of the Sub-Funds or any other investment vehicle managed by the Management Company or an Investment Manager or any of their affiliates is not meant to be an indication of its potential future performance. The nature of, and risk associated with, the Sub-Fund may differ substantially from those investments and strategies undertaken historically by the Management Company or the relevant Investment Manager, their affiliates or the Sub-Funds. In addition, market conditions and investment opportunities may not be the same for the Sub-Funds as they had been in the past, and may be less favorable. Therefore, there can be no assurance that Sub-Fund's assets will perform as well as the past investments managed by the Management Company or the relevant Investment Manager or its affiliates. It is possible that significant disruptions in, or historically unprecedented effects on, the financial markets and/or the businesses in which the Sub-Funds invests in may occur, which could diminish any relevance the historical performance data of the Sub-Funds may have to the future performance of the Sub-Funds.

Specific risks inherent with investing in the Sub-Funds are described in the relevant Appendix of this Prospectus.

ISSUE OF SHARES BY THE COMPANY

All the Shares are issued and redeemed at an unknown Net Asset Value.

Whenever the Company issues Shares, the issue price per Share shall (the "**Issue Price**") be based on the Net Asset Value per Share for the relevant Sub-Fund calculated in the manner set out under "*Determination of the Net Asset Value"*.

The latest Issue and Redemption Prices are made public at the registered office of the Company.

The Company or the Management Company may fix a minimum subscription amount for each Sub- Fund which, if applicable, is indicated in the description of the relevant Appendix.

The Company or the Management Company reserve the right from time to time to waive any requirements relating to the minimum subscription amount as and when it determines in its reasonable discretion and by taking into consideration the equal treatment of Shareholders.

The mechanism for the calculation of the Issue Price, plus the imposition of a subscription charge (if any), is set out in each case in the description of the relevant Appendix. The subscription charge(s) goes to the relevant Sub-Fund and/or to the distributor (as determined in the relevant Sub-Fund Appendix) and it can be waived, provided that all investors having filed a subscription request for the same Valuation Day in the same

circumstances are treated equally. Subject as set out in the relevant Appendix, the Issue Price shall be rounded to 2 decimals and any related subscription amounts will be rounded to the next currency unit. No issue of Shares shall be effected by the Company unless the price for the relevant Shares has been received by the Administrative Agent. Payment of Shares must in principle be made in the currency of each Sub-Fund, as described in the relevant Appendix. The Company or the Management Company may, in their discretion, decide to accept payment by contribution of assets in compliance with the investment policy and the investment objective of the relevant Sub-Fund. The valuation of any such subscription in kind will be confirmed in a report prepared by the Company's auditor, to the extent required by Luxembourg law.

The issue and redemption of Shares take place at an unknown Net Asset Value.

Purchase and sales orders for Shares which have been received by 16.00 pm (Luxembourg time) on a Valuation Day on which the Administrative Agent has taken receipt of the order, will be settled on the basis of the issue and Redemption Price for this Valuation Day.

Purchase and sales applications, which are received after 16.00 pm (Luxembourg time) at the Administrative Agent will be settled on the basis of the issue and Redemption Price of the next Valuation Day.

As a result of Luxembourg anti-money laundering laws the Administrative Agent shall require that an application to subscribe Shares be accompanied by appropriate documents, as defined in the appendix to the subscription form, enabling the Administrative Agent to check the identity of the investors. The Administrative Agent reserves the right to delay the processing of an application until receipt of satisfactory documentary evidence or information for the purpose of compliance with applicable laws.

The subscription price, payable in the Reference Currency of the relevant Share Class, must be paid by the investor and received by the Depositary Bank within three (3) Business Days after the Valuation Day.

The Company and the Management Company may at their entire discretion refuse subscription requests and any acceptance of a subscription request is conditional upon receipt of cleared subscription funds. Persons the subscription of which has been refused and that have already paid will be reimbursed by money transfer (without interest) made at the entire risk of the relevant person.

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

SHAREHOLDER CONFIRMATIONS

The Fund will not issue Share certificates. All Shares issued, whether upon subscription or conversion, are issued exclusively in registered form without certificates. Shares may also be eligible for clearing and settlement by Clearstream and/or other recognised securities clearing and settlement systems.

The Shares are evidenced by entries in the Company's register of Shareholders. Confirmations of shareholdings will be issued and delivered at the latest the first business day (the "**Business Day**"), being a day (other than a Saturday or Sunday), or as specified in the description of the relevant Appendix) following the execution of the subscription order. Shares may be issued with fractions of up to three (3) decimals (0,001) or such other fractions as specified in the description of the relevant Appendix.

REDEMPTION OF SHARES BY THE COMPANY

All the Shares are redeemed at an unknown Net Asset Value.

Any Shareholder may request the redemption of Shares on every Valuation Day of the relevant Sub-Fund provided that such request must be received in writing by fax, letter or any other communication mean as may be accepted by the Transfer Agent by the Company, a distributor (as detailed in the description of the relevant Appendix) or the Administrative Agent accompanied by the documents evidencing any transfer of Shares within the time limit applicable to the relevant Sub-Fund (and Class) as specified in the relevant Appendix. If the request is received outside this time limit, the Administrative Agent shall defer the redemption until the following Valuation Day. The Company must accept such request and redeem the Shares so tendered, provided that the Company shall not be bound to redeem more than 10 per cent of the total number of Shares of the relevant Sub-Fund or Class of Shares then in issue and outstanding. Requests for the redemption of Shares received by the Company or by the Administrative Agent are irrevocable. Any Shares redeemed by the Company will be cancelled.

A redemption charge as described in the relevant Appendix (if any) can be levied. The redemption charge may be allocated to the relevant Sub-Fund and/or the distributor, as shall be set forth in the description of the relevant Appendix. It may be waived provided that all Shareholders who have filed a redemption request for the same Valuation Day under the same circumstances are treated equally.

Redemption requests must be received by the Administrative Agent or the Company no later than 16 p.m. (Luxembourg time) on relevant Valuation Day. Redemption proceeds will be paid not later than the payment date. Order confirmation notices will be sent to Shareholders at the latest the first Business Day following the execution of the redemption request.

Save as set out in the relevant Appendix, redemption requests should state the number (or the amount in the relevant currency), form, Class and the name of the Sub-Fund of the Shares to be redeemed as well as the necessary references enabling the payment of the redemption proceeds. Order confirmation notices will be sent to the Shareholders at the latest the first Business Day following the execution of the redemption request.

The Company is not obliged to redeem more than 10% of the Shares issued to date on a Valuation Day.

If redemption applications for a larger number of Shares than stated is received by the Company on a Valuation Day, the company reserves the right to postpone the redemption of Shares, which exceed 10% of the Shares issued to date, until the fourth (4) Valuation Day following that one. On such following Valuation Days such requests shall be complied with in priority to later requests.

The redemption proceeeds to be paid by the Company for the redemption of its Shares shall be equal to the Net Asset Value of the Shares (see the section entitled "*Determination of Net Asset Value*") on the applicable Valuation Day in respect of which redemption is made, less a redemption charge (if any) as specified in relevant Appendix. Subject as set out in the relevant Appendix, the Redemption Price will be rounded to two decimals and redemption proceeds will be rounded to the next currency unit. The redemption proceeds shall be payable in the currency of the Share Class of the Sub-Fund concerned indicated in the relevant Appendix.

The Redemption Price may be higher or lower than the subscription price at the time of subscription/purchase depending on whether the Net Asset Value per Share has appreciated or depreciated.

The redemption proceeds shall be paid within such period after the relevant Valuation Day as shall be set forth in the description of the relevant Appendix.

The Management Company shall use its best efforts to maintain an appropriate level of liquidity in its assets so that the redemption of the Shares can, under normal circumstances, be made without delay upon request by the Shareholders.

If, however, in exceptional circumstances which are outside the control of the Management Company or of the Company the liquidity of the portfolio of each Sub-Fund's assets is not sufficient to enable the payment to be made within the normal period, such payment shall be made as soon as reasonably practicable thereafter.

Shareholders should note that if an application for redemption relates to a partial redemption of an existing holding and the remaining balance within the existing holding is below the minimum holding requirement, the Company may redeem all the existing holding. The minimum holding requirement for any Class is indicated in the relevant Appendix.

As a result of the Luxembourg anti-money laundering laws, the Administrative Agent shall require that a request for the redemption of Shares be accompanied by appropriate documents enabling the Administrative Agent to check the identity of Shareholders and to complete the investors AML and KYC documentation as detailed in the subscription form. The Administrative Agent reserves the right to delay the processing of a request until receipt of satisfactory documentary evidence or information for the purpose of compliance with applicable laws.

The redemption proceeds may, upon demand by a Shareholder, and if the Company agrees, also be satisfied by allocation of securities equal in value of the redemption proceeds. The securities vested by the Company in a Shareholder in lieu of the redemption proceeds shall be determined as concerns their nature and type on an equitable basis and without prejudicing the interests of the other Shareholders. The value of any securities vested by the Company or contributed to the Company shall be confirmed in a valuation report by the independent auditor of the Company.

Unless the redeeming Shareholder is registered in the Company's register, proper evidence of transfer or assignment must be sent with the redemption request, to the Company or the Administrative Agent or the relevant distributor (as detailed in the relevant Appendix).

CONVERSION OF SHARES

In principle, any Shareholder may request the conversion of all or part of his Shares of any Sub-Fund into Shares of any other existing Sub-Fund, as detailed in the relevant Appendix. Conversions into other Classes are possible if so specified in the relevant Appendix, it being noted that any conversion into another Sub-Fund or Class may only take place provided all conditions for the holding of the new Sub- Fund or Class are fulfilled by the relevant Shareholder. Prior to converting any Shares, Shareholders should consult with their tax and financial advisers in relation to the legal, tax, financial or other consequences of converting such Shares.

Application for Conversions

Conversion applications shall be made in writing by fax or letter to the Administrative Agent, a distributor (as detailed in the relevant Appendix) or the Company stating which Shares are to be converted. The Management Company may also decide that applications for conversion may be made by electronic file transfer.

The application for conversion must include (i) the monetary amount the Shareholder wishes to convert or (ii) the number of Shares the Shareholder wishes to convert, together with the Shareholder's personal details and Shareholder's account number. Failure to provide any of the above information may result in delay of the application for conversion while verification is being sought from the Shareholder. The period of notice is the same as for applications for redemption save as otherwise set out in the relevant Appendix.
Conversions may result in the application of a conversion charge as shall be detailed in the appendix, which will be based on the Net Asset Value per Share of the Shares the Shareholder wishes to convert from and, unless otherwise provided in the Appendix relating to the relevant Sub-Fund, goes to the Sub-Fund and/or Class from which they are converted. No redemption charge will be due upon the conversion of Shares. The Company may waive the conversion charge, provided that all investors having filed a conversion request for the same Valuation Day and for the same circumstances are treated equally.

Shareholders should note that if an application for conversion relates to a partial conversion of an existing holding and the remaining balance within the existing holding is below the minimum holding requirement, the Company will convert all the existing holding.

Applications for conversion on any Valuation Day received by the Administrative Agent by the deadline specified in the relevant Appendix prior to a day that is a Valuation Day for both Sub-Funds concerned will be processed

on that Valuation Day based on the Net Asset Value per Share calculated on the Valuation Day. Any applications received after the deadline will be processed on the next day that is a Valuation Day for both Sub-Funds concerned on the basis of the Net Asset Value per Share calculated on such Valuation Day.

Conversion Formula

The rate at which all or part of the Shares in relation to a given original Sub-Fund are converted into Shares relating to a new Sub-Fund, or all or part of the original Shares of a particular Class are converted into a new Class in relation to the same Sub-Fund, is determined in accordance with the following formula:

The number of Shares of the new portfolio to be issued will be calculated in accordance with the following formula:

$$A = \frac{B \times C \times E}{E}$$

where:

A is the number of Shares to be allocated or issued by the Company in relation to the new Sub-Fund or new Class;

B is the number of Shares relating to the original Sub-Fund or to the original Class which is to be converted;

C is the Net Asset Value per Share (minus the relevant conversion charge, where applicable) of the original Sub-Fund or the relevant Class within the original Sub-Fund at the relevant Valuation Day;

D is the Net Asset Value per Share of the new Sub-Fund or the relevant Class within the new Sub-Fund at the relevant Valuation Day; and

E is the exchange rate between the currency of the original Sub-Fund or Class and currency of the new Sub-Fund or Class.

After conversion of the Shares, the Administrative Agent will inform the Shareholder of the number of Shares in relation to the new Sub-Fund or new Class obtained by conversion and the price thereof.

If "A" is not an integral number, fractions of Shares will be allotted in the new Sub-Fund or Class.

If the minimum holding requirement for any Class, as described in the relevant Appendix, is not maintained due to a conversion of Shares, the Company will compulsorily convert the remaining Shares at their current Net Asset Value per Share.

RESTRICTIONS ON OWNERSHIP OF SHARES

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 institutional investors ("**Institutional Investors"** within the meaning of article 174 of the 2010 Law as interpreted from time to time by the CSSF) only.

The restriction on ownership of Shares is described in the relevant Appendix.

DIVIDENDS

The Board of Directors proposes to the general meeting of Shareholders a reasonable annual dividend payment for the distributing Shares in the Sub-Fund, ensuring that the Net Asset Value does not fall below the minimum capital of the Company.

Distributions can be performed at both regular and irregular intervals. Subject to the same limitation, the Board of Directors may also fix interim dividends.
A distribution shall be performed for the Shares that were outstanding on the distribution date.

In the case of accumulating Shares, no dividend payments are made, but the values allocated to the accumulating Shares are reinvested for the benefit of the investors holding them.

The dividend policy of each Sub-Fund and Class is described in the relevant Appendix.

CREATION OF ADDITIONAL SUB-FUNDS AND CLASSES

The Board of Directors may create at any time additional Sub-Funds and/or Classes. In such case, the Prospectus will be up-dated and if different Classes are issued within a Sub-Fund, the details of each Class will be described in the description of the Appendix relating to the relevant Sub-Fund.

DETERMINATION OF NET ASSET VALUE

The Net Asset Value per Sub-Fund, Net Asset Value per Share, Net Asset Value per Class, the Redemption Price of Shares and the Issue Price of Shares shall be determined on each Valuation Date, at least twice a month. The Valuation Date for each Sub-Fund is indicated in the relevant Appendix.

The Net Asset Value of each Sub-Fund and the Net Asset Value of the relevant Class shall be expressed in the currency of each Sub-Fund as described in the relevant Appendix. Whilst the reporting currency of the Company is the Euro, the Net Asset Value is made available in the currency of each Sub-Fund as described in the relevant Appendix. The Net Asset Value shall be determined on each Valuation Date separately for each Share of each Sub-Fund and for each Class dividing the total Net Asset Value of the relevant Sub-Fund and of the relevant Class by the number of outstanding Shares of such Sub-Fund and of the relevant Class.

The Net Asset Value shall be determined by subtracting the total liabilities of the Sub-Fund or Class from the total assets of such Sub-Fund or Class in accordance with the principles laid down in the Company's Articles of Incorporation and in such further valuation regulations as may be adopted from time to time by the Board of Directors.

With respect to the protection of investors in case of NAV calculation error and the correction of the consequences resulting from non-compliance with the investment rules applicable to the Fund, the principles and rules set out in CSSF circular 02/77 of 27 November 2002, as amended from time to time, shall be applicable. As a result, the liability of the Administrative Agent in the context of the NAV calculation process shall be limited to the tolerance thresholds applicable to the Fund set out in CSSF circular 02/77, as amended from time to time.

In the event of an error or non-compliance falling within the scope of Circular CSSF 24/856 on the investor protection in case of a NAV calculation error, a non-compliance with investment rules and other errors at the level of a UCI and, further to the corrective measures, shareholders are indemnified, the rights of investors having subscribed for Shares of the Fund through a financial intermediary may be affected upon compensation payment to such financial intermediary (in its capacity of shareholder).

Valuation of Investments

Investments shall be valued as follows:

(1) The value of any cash in hand or on deposit, discount notes, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received shall be deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof shall be arrived at after making such provision as the Company may consider appropriate in such case to reflect the true value thereof.

(2) The value of all securities which are listed on an official stock exchange is determined on the basis of the last available prices. If there is more than one stock exchange on which the securities are listed, the Board of Directors may in its discretion select the stock exchange which shall be the principal stock exchange for such purposes.

(3) Securities traded on a Regulated Market are valued in the same manner as listed securities.

(4) Securities which are not listed on an official stock exchange or traded on a Regulated Market shall be valued by the Company in accordance with valuation principles decided by the Board of Directors, at a price no lower than the bid price and no higher than the ask price on the relevant Valuation Date.

(5) Derivatives and repurchase agreements which are not listed on an official stock exchange or traded on a Regulated Market shall be valued by the Company in accordance with valuation principles decided by the Board of Directors on the basis of their marked-to-market price.

(6) Term deposits shall be valued at their present value.

(7) Traded options and futures contracts to which the Company is a party which are traded on a stock, financial futures or other exchange shall be valued by reference to the profit or loss which would arise on closing out the relevant contract at or immediately before the close of the relevant market.

All securities or other assets for which the valuation in accordance with the above sub-paragraphs would not be possible or practicable, or would not be representative of their fair realization value, will be valued at their fair realization value, as determined in good faith and prudently pursuant to the procedures established by the Board of Directors.

Amounts determined in accordance with such valuation principles shall be translated into the currency of the Sub-Fund's accounts at the respective exchange rates, using the relevant rates quoted by a bank or another first class financial institution.

Valuation of Liabilities

The liabilities of the Company shall be deemed to include:

(1) all borrowings, bills and other amounts due;

(2) all administrative expenses due or accrued including (but not limited to) the costs of its constitution and registration with regulatory authorities, as well as legal and audit fees and expenses, the costs of legal publications, the cost of listing, Prospectus, financial reports and other documents made available to Shareholders, translation expenses and generally any other expenses arising from the administration of the Company;

(3) all known liabilities, due or not yet due including all matured contractual obligations for payments of money or property, including the amount of all dividends declared by the Company which remain unpaid until the day these dividends revert to the Company by prescription;

(4) any appropriate amount set aside for taxes due on the date of the valuation of the Net Asset Value and any other provision of reserves authorized and approved by the Board of Directors; and

(5) any other liabilities of the Company of whatever kind towards third parties.

For the purposes of valuation of its liabilities, the Company may duly take into account all ongoing or periodic administrative and other expenses by valuing them for the entire year or any other period and by dividing the amount concerned proportionately for the relevant fractions of such period.

Amounts determined in accordance with such valuation principles shall be translated into the currency of the Sub-Fund's accounts at the respective exchange rates, using the relevant rates quoted by a bank or another first class financial institution.

SUSPENSION OF SALE, REDEMPTION AND CONVERSION OF SHARES AND OF CALCULATION OF NET ASSET VALUE

The Company may temporarily suspend all calculations in relation to the Net Asset Value and/or the sale, redemption and conversion of Shares in any Sub-Fund on the occurrence of any of the following events:

(a) during any period when any market or stock exchange on which a material part of the relevant Sub-Fund's investments for the time being are listed is closed (otherwise than for ordinary holidays) or during which dealings thereat are substantially restricted or suspended;

(b) during the existence of any state of affairs which in the opinion of the Board of Directors constitutes an emergency, as a result of which disposals or valuation of investments of the relevant Sub-Fund would be impracticable;

(c) during any breakdown in, or restriction in the use of, the means of communication normally employed in determining the price or value of any of the investments of the relevant Sub-Fund;

(d) during any period when, for any other reason, the prices of any investments attributable to the relevant Sub-Fund cannot be promptly or accurately ascertained;

(e) during any period when in the opinion of the Board of Directors there exist circumstances beyond the control of the Board of Directors where it would be impracticable, inappropriate or unfair towards the Shareholders to continue dealing in Shares of the relevant Sub-Fund;

(f) any period during which the Company is unable to repatriate moneys for the purpose of making payments on the redemption of Shares or during which any transfer of moneys involved in the realization or acquisition of investments of the relevant Sub-Fund cannot in the opinion of the Board of Directors be effected at normal rates of exchange;

(g) in case of a proposal to dissolve and liquidate the Company or a Sub-Fund, on or after the day of publication of the first notice convening the general meeting of Shareholders for that purpose;

(h) in case a Sub-Fund is a Feeder of another UCITS (or a sub-fund thereof), if the net asset calculation of the Master UCITS (or of the sub-fund thereof) is suspended; or

(i) in case of a merger of a Sub-Fund with another Sub-Fund of the Company or of another UCITS (or a sub-fund thereof), or in case of the merger of the Company with another UCITS, provided such suspension is in the interest of the Shareholders.

The Company shall suspend the sale, redemption and conversion of Shares forthwith upon the occurrence of an event causing it to enter into liquidation or upon the order of the CSSF.

Shareholders having requested redemption or conversion of their Shares or having applied to the Company for the issue of Shares shall be notified in writing of any such suspension within seven days of their request and shall be promptly notified of the termination of such suspension.

A suspension of any Sub-Fund or Class shall have no effect on the determination of the Net Asset Value, the issue, redemption and conversion of the Shares of any other Sub-Fund or Class if the circumstances referred to above do not exist in respect of the other Sub-Funds or Classes.

LIQUIDATION, COMPULSORY REDEMPTION AND MERGERS

Liquidation

The Company may at any time be dissolved by resolution passed at a general meeting of Shareholders.

In that event, liquidation shall be carried out by one or several liquidators who may be physical persons or legal entities appointed by the general meeting of Shareholders deciding such liquidation, which shall determine their powers and compensation.

A resolution to dissolve and liquidate the Company must be passed at a general meeting of Shareholders in accordance with the provisions of the law of 10 August 1915 on commercial companies as amended.

The Board of Directors must forthwith convene an extraordinary general meeting of Shareholders for the purpose of deliberating on the dissolution and liquidation of the Company in case the net assets of the Company fall below two thirds of the minimum capital required by law; the decision to dissolve and liquidate the Company is validly passed without a quorum of presence by a simple majority of the Shares present or represented at the meeting. If the net assets of the Company fall below a quarter of the minimum capital required by law, the decision to dissolve and liquidate the Company is validly passed without a quorum of presence by a vote representing one quarter of the Shares present or represented at the meeting.

The liquidator(s) shall realize the assets of the Company in the best interest of the Shareholders and shall distribute the net proceeds of liquidation, after deduction of liquidation fees and expenses, to the holders of Shares in proportion to their holding of Shares on the basis of the respective Net Asset Value per Share of the relevant classes or categories of Shares.

Any amount remaining unclaimed at the close of liquidation shall be converted, to the extent legally required at that time, into Euros and deposited by the liquidator(s) for the account of those entitled thereto at the "*Caisse de Consignation*" in Luxembourg, where it shall be forfeited if unclaimed after a period of thirty (30) years.

In the event that the net value of the total assets of any Sub-Fund or Class of Shares on a given Valuation Day is for one (1) month less than the minimum net value of the total assets for the relevant Sub-Fund as specified in the relevant Appendix, or if, in the Board of Directors' opinion, a change in the economic or political situation may be detrimental to a Sub-Fund or Class and the interest of the relevant Shareholders, the Board of Directors may decide to compulsorily redeem without a redemption charge all the Shares relating to the relevant Sub-Fund at the Net Asset Value per Share (taking into account actual realization prices of investments and realization expenses), calculated on the Valuation Day specified as the effective date for such redemption. The Company shall serve a notice to the Shareholders of the relevant Sub-Fund in writing and/or by way of publication in newspapers in accordance with the Articles of Incorporation. Such notice to Shareholders will indicate the reasons for the redemption operation. In addition, the general meeting of Shareholders of a Sub-Fund may, upon a proposal from the Board of Directors, resolve to close a Sub-Fund by way of liquidation or to redeem all the Shares relating to the relevant Sub-Fund or Class of Shares issued by a Sub-Fund and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realization prices of investments and realization expenses) calculated on the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders which shall be validly passed by resolution by a simple majority of those Shares present or represented.

All redeemed Shares shall be cancelled and will become null and void. Upon compulsory redemptions, the relevant Sub-Fund will be closed.

Liquidation or redemption proceeds which may not be distributed to the relevant Shareholders upon termination will be deposited with the "*Caisse de Consignation"* on behalf of the persons entitled thereto.

If not claimed, they shall be forfeited after thirty (30) years.

Merger

In addition, the Board of Directors may decide, in compliance with the procedures laid down in Chapter 8 of the 2010 Law, to merge any Sub-Fund with another UCITS or a sub-fund within such UCITS (whether established in Luxembourg or another Member State or whether such UCITS is incorporated as a company or is a contractual type fund) under the provisions of Directive 2009/65/EC.

Such merger will be binding on the Shareholders of the relevant Sub-Fund upon thirty days' prior written notice thereof given to them, during which Shareholders may redeem their Shares, it being understood that the merger will take place five Business Days after the expiry of such notice period.

The request for redemption of a Shareholder during the above mentioned period will be treated without any cost, other than the cost of disinvestment.

A merger that has as a result that the Company ceases to exist needs to be decided at a general meeting of Shareholders and certified by a notary. There shall be no quorum requirements for such general meeting of Shareholders which shall decide by resolution taken by simple majority of those present or represented and voting at such meeting.

TAX CONSIDERATIONS

The following is a general description of the law and practice currently in force in the Grand Duchy of Luxembourg in respect of the Company and the Shares as at the date of this Prospectus. It does not purport to be a comprehensive discussion of the tax treatment of the Shares. Prospective investors should consult their own professional advisers on the implications of making an investment in, holding or disposing of Shares and the receipt of interest with respect to such Shares under the laws of the countries in which they may be liable to taxation. Tax rates and bases may be liable to change.

The following summary is based on the Company's understanding of the law and practice currently in force in the Grand Duchy of Luxembourg and is subject to changes therein.

The Company

The Company is subject to Luxembourg tax jurisdiction. Under Luxembourg law and the current practice, the Company is subject neither to income tax nor to any tax capital gains in respect of realized or unrealized valuation profits. No taxes are payable in Luxembourg on the issue of Shares.

Under article 174 of the 2010 Law, the assets of the Fund are subject to an annual subscription tax (*taxe d'abonnement*) in the Grand Duchy of Luxembourg.

The Company is subject to an annual tax of 0.05% of the Net Asset Value as valued at the end of each quarter, and which is payable quarterly. To the extent that parts of the Company's assets are invested in other Luxembourg UCITS which are subject to the tax, such parts are not taxed.

The Net Asset Value corresponding to a Share category for "institutional investors" pursuant to the Luxembourg tax legislation, as defined in the relevant Sub-Fund Appendices is subject to a reduced tax rate of 0.01% per annum, on the basis that the Company classifies the investors in this Share category as institutional investors within the meaning of the tax legislation. This classification is based on the Company's understanding of the

current legal situation. This legal situation may change, even with retrospective effect, which may result in a duty of 0.05% being applied, even with retrospective effect.

Where applicable, the reduced tax may be applied to further Share categories, as indicated in the relevant Sub-Fund Appendix.

Capital gains and income from dividends, interest and interest payments originating in other countries may be subject to a non-recoverable withholding tax or capital gains tax in such countries.

The Shareholders

Under Luxembourg law and current practice, shareholders in Luxembourg are not subject to capital gains tax, income tax, gifts tax, inheritance tax or other taxes (with the exception of investors domiciled or resident or having their payment establishment in Luxembourg).

It is the responsibility of the Shareholders to seek advice on taxes and other consequences which may result from the subscription, ownership return (redemption), conversion and transfer of Shares, including any regulations regarding the control on the movement of capital.

United States (the "US") Tax Withholding and Reporting under the Foreign Account Tax Compliance Act("FATCA")

Capitalized terms used in this section should have the meaning as set forth in the provision of the United States Hiring Incentives to Restore Employment (HIRE) Act of 18 March 2010 commonly referred to as FATCA.

FATCA generally imposes a reporting obligation to the U.S. Internal Revenue Service of U.S. persons' direct and indirect ownership of non-U.S. accounts and non-U.S. entities. Failure to provide the requested information will lead to a 30% US FATCA withholding tax applying to certain U.S. source income (including dividends and interest) and gross proceeds from the sale or other disposal of property that can produce U.S. source interest or dividends.

The Intergovernmental Agreement of 28 March 2014 between Luxembourg and the USA for the implementation of FATCA ("the IGA") was implemented by the Luxembourg law of 24 July 2015 (the "FATCA Law"). Pursuant to the IGA and the FATCA Law, the Fund is a Reporting Luxembourg Financial Institution, which has the duties and obligations defined by the IGA and the FATCA Law, including the obligation to perform certain due diligence, identification and documentation procedures with respect to its Shareholders, to register with the IRS and obtain a GIIN, to report annually to the Luxembourg tax authorities the identity of Shareholders that are identified as, or deemed to be, Specified US Persons or Non-Participating Foreign Financial Institutions (NPFFIs) or Passive Non Financial Foreign Entities with one or more US Controlling Persons, all as defined by the IGA and the FATCA Law, and other information with respect to the value of such shareholders' shareholding and certain payments made by the Fund to such Shareholders.

If the Fund did not fulfil its obligations as a Reporting Luxembourg Financial Institution, and if it simultaneously did not fulfil conditions to be deemed compliant as a Non-Reporting Luxembourg Financial Institution, the Fund could ultimately be treated by the US Internal Revenue Service ("IRS") and the Luxembourg tax authorities as a Non Participating Foreign Financial Institution ("NPFFI") and thus be subject to 30% US FATCA withholding tax on certain US source income payments ("Fixed or Determinable Annual or Periodical ("FDAP")" income payments) and, from 2017, on proceeds of the sale or redemption of assets producing such income.

Shareholders may be requested by the Fund or by a custodial institution holding shares of the Fund for shareholders' account to provide certain documentation or self-certifications to enable the Fund or custodial institution to ascertain Shareholders' status for FATCA purposes. Registered Shareholders must inform the Fund of any change in their circumstances, which affects their status for FATCA purposes.

The Fund will communicate any information to the shareholder according to which

(i) the Fund is responsible for the treatment of the personal data provided for in the

(ii) FATCA Law;

(iii) the personal data will only be used for the purposes of the FATCA Law;

(iv) the personal data may be communicated to the Luxembourg tax authorities;

(v) responding to FATCA-related questions is mandatory and accordingly the potential consequences in case of no response; and

(vi) the Shareholder has a right of access to and rectification of the data communicated to the Luxembourg tax authorities.

As part of its reporting obligations, the Fund (or its delegates, including, in particular, the Management Company, the Depositary Bank and the Administrative Agent) may be required to disclose certain confidential information (including, but not limited to, the shareholder's name, address, tax identification number, if any, and certain information relating to the shareholder's investment in the self-certification, GIIN number or other documentation) that they have received from (or concerning) their shareholders and automatically exchange information with the Luxembourg tax authorities or other authorized authorities as necessary to comply with FATCA, CRS or other applicable law or regulation.

The Fund's ability to satisfy its obligations vis-à-vis the IRS will depend on each shareholder in the Fund providing the Fund with any information, including information concerning the direct or indirect owners of such shareholder, that the Fund determines is necessary to satisfy such obligations. Each shareholder agrees to provide such information upon request by the Fund. As mentioned above, if the Fund fails to satisfy such obligations or if a shareholder fails to provide the Fund with the necessary information, payments of US source income and proceeds from the sale of property that could give rise to US source interest or dividends will generally be subject to a 30% withholding tax.

A shareholder that fails to comply with such documentation requests or provides false documents may be charged with any taxes imposed on the Fund attributable to such shareholder's non-compliance under FATCA, and the Fund may, in its sole discretion, redeem such shares.

While the Fund will make all reasonable efforts to seek documentation from shareholders to comply with these rules and to allocate any taxes imposed or required to be deducted under these provisions to shareholders whose non-compliance caused the imposition or deduction of the tax, other complying shareholders in the Fund may be affected by the presence of such non-complying shareholders.

Prospective shareholders should inform themselves as to the taxes applicable to the acquisition, holding and disposition of shares of the Fund and to disposition of shares of the Fund and to distributions in respect thereof under the laws of the countries of their citizenship, residence or domicile.**Common Reporting Standards**

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

The Common Reporting and Due Diligence Standard was developed by the OECD in order to introduce a global standard for the automatic exchange of financial account information.

CRS has been implemented on 9 December 2014 by the Directive 2014/107/EU on administrative cooperation in the field of direct taxation ("DAC 2") amending the previous Directive 2011/16/EU on administrative cooperation in the field of taxation ("DAC 1"). The DAC 1 required the automatic exchange of information on income and assets of five types: (i)employment income, (ii) directors' fees, (iii) life insurance products not covered by other directives, (iv) pensions, and (v) ownership of and income from immovable property, to the extent that such information is already available to the tax authorities of the EU Member States. The DAC 2 extends the automatic exchange of information to (i) interest, dividends and other income, (ii) gross proceeds

from the sale or redemption of financial assets and (iii) account balances. CRS was implemented in Luxembourg by the law of 18 December 2015 on automatic exchange of financial account information (the "CRS Law").

In addition, Luxembourg signed the OECD's multilateral competent authority agreement ("Multilateral Agreement") to automatically exchange information under the CRS. Under this Multilateral Agreement, Luxembourg will automatically exchange financial account information with other participating jurisdictions as of 1 January 2016.

Under the CRS Law, the Fund may be required to report to the Luxembourg tax authorities certain information about shares held by shareholders being tax resident in a CRS participating country and to collect additional identification information for this purpose in accordance with the applicable laws and regulations.

The Fund will communicate any information to the shareholder according to which

(i) the Fund is responsible for the treatment of the personal data provided for in the

(ii) CRS Law;

(iii) the personal data will only be used for the purposes of the CRS Law;

(iv) the personal data may be communicated to the Luxembourg tax authorities;

(v) responding to CRS-related questions is mandatory and accordingly the potential

(vi) consequences in case of no response; and

(vii) the shareholder has a right of access to and rectification of the data communicated to the Luxembourg tax authorities.

The Luxembourg tax authorities automatically transmit that information to the competent authority of the EU Member State where the recipient is established.

The Fund's ability to satisfy its reporting obligations under the CRS Law will depend on each shareholder providing the Fund with the information, including information regarding direct or indirect owners of each shareholder, along with the required supporting documentary evidence. Upon request of the Fund, each shareholder shall agree to provide the Fund such information,

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

Any shareholder that fails to comply with the Fund's documentation requests may be charged with any taxes and penalties imposed on the Fund or the Management Company attributable to such shareholder's failure to provide the information and the Fund may, in its sole discretion, redeem the shares of such shareholder.

Shareholders should consult their own tax advisor or otherwise seek professional advice regarding the impact of the CRS Law on their investment.

CHARGES OF THE COMPANY

Shareholder servicing fee

A Shareholder servicing fee at the rate of max. 0.25% per annum of the applicable Sub-Fund's average net assets is payable to the Investment Manager for operational support services provided by Investment Manager to financial intermediaries involved in the marketing and the distribution and is applicable when this is being explicitly addressed under the Sub-Fund particulars of the applicable Sub-Fund applying such Shareholder servicing fee.

Global fee

The Company will pay a global fee to the Investment Manager and to the financial intermediaries involved in the private placement, marketing and the distribution of the Company's Shares, at an annual rate which could vary according to the Sub-Funds. Such global fee is levied on each Sub-Fund pro rata its net assets and may be paid directly by the Company, on behalf the Management Company where applicable, to the Investment Manager and to the financial intermediaries.

Global Service fee

Unless otherwise stated under Appendix I to the Prospectus, each Sub-Fund is subject to a service fee of up to 0.27 % p.a., with a minimum amount charged to the Sub-Fund of EUR 22.500 per annum, payable to the Depositary Bank and Domiciliary Agent, the Administrative Agent and the Management Company.
The service fee shall be calculated on the average value of the net assets of each Sub-Fund, determined on each Valuation Date and paid quarterly in arrears or at any other frequency as set out in the relevant Appendix of the present Prospectus.
Part of the service fee payable to the Depositary Bank, Domiciliary Agent and to the Administrative Agent may be paid directly to them by the Company.

For all Sub-Funds applying the commitment approach a risk management fee of up to 4.000,- EUR p.a.is charged against the applicable Sub-Fund in addition.

For all Sub-Funds applying the VAR approach the Management Company is entitled to charge in addition against this Sub-Fund a risk management fee of up to 7.000,- EUR p.a.

Performance fee

In order to provide an incentive to the relevant Investment Manager, the Company may pay an additional Performance Fee as indicated in the Appendix of the relevant Sub-Fund.

The amount of the Performance Fee will be calculated by the Administrative Agent. The Performance Fee (if applicable) shall be calculated and accrue and shall be payable as specified in the relevant Appendix. For the purposes of the first calculation of the Performance Fee, the starting point for the relevant Net Asset Value per Share of each relevant Class is the initial Issue Price. The actual amounts of these fees are disclosed in the financial reports.

Distribution fee

The distribution fee to be levied for each Sub-Fund or Class is specified in the relevant Appendix.

Launch costs

The Company will pay its formation expenses, including the costs and expenses of producing the initial Prospectus, and the legal and other costs and expenses incurred in determining the structure of the Company, which formation expenses are expected not to exceed EUR 25.000 (excluding Tax). These expenses will be apportioned pro-rata to the initial Sub-Fund and amortized for accounting purposes over a period of five (5) years. Amortized expenses may be shared with new Sub-Funds at the discretion of the Board. Costs in relation to the launch of any additional Sub-Fund will be charged to such additional Sub-Fund and will be amortized over a period of five years from the launch of the relevant Sub-Fund.

Other expenses

The Company will further pay all administrative expenses of the Company due or accrued, including all fees payable to any board of drectors, representatives and agents of the Company, the cost of its registration with regulatory authorities, costs of independent valuation agents, as well as legal, audit, management, corporate fees and expenses, governmental charges, the cost of legal publications, prospectuses, of the Key Investor Information Documents, financial reports and other documents made available to Shareholders, marketing and advertisement expenses and generally any other expenses arising from the administration of the Company.
Further the costs and fees of the risk management system employed by Investment Managers to monitor the UCITS restrictions will be paid by the Company. All expenses are accrued on each Valuation Day in determining the Net Asset Value and are charged first against income. In the annual report the costs incurred in the management of the Company within the period under report and charged to the Company (excluding transaction costs) are disclosed and reported as a ratio of the average fund volume ("total expense ratio" – TER).

Dilution Levy

In certain circumstances, the value of the property of a Sub-Fund may be reduced as a result of charges incurred in dealings in the Sub-Fund's investments and of any spread between the buying and selling prices of these investments. In order to offset this effect, known as "dilution", and the consequent potential adverse effect on the existing or remaining Shareholders, the Board of Directors of the Company has the power to charge a "dilution levy" of up 5% of the amount subscribed or redeemed when Shares are bought or sold. If charged, the dilution levy will be shown in addition to (and not part of) the subscription price or Redemption Price of the Shares, as the case may be, in the relevant documentation. If charged, the dilution levy would be paid to the Company and would become part of the property of the relevant Sub-Fund thus protecting the value of the remaining Shareholders' interests. It is not, however, possible to predict accurately whether dilution will occur at any future point in time

Returning management fees received to certain investors and commission sharing agreements

At its sole discretion, the Management Company may agree with individual investors to partially return the management fee already received to such investors. This applies especially if Institutional Investors invest large amounts directly and on a long-term basis.

The Management Company generally passes on portions of its management fee to intermediaries. This is paid as remuneration for sales services on the basis of brokered stocks. This may also involve significant portions. The Management Company does not receive any refunds from the remunerations and reimbursement of expenses to be paid from the Company's assets to the Depositary Bank and third parties. Monetary advantages offered by brokers and dealers, which the Management Company uses in the interests of investors, remain unaffected. The Management Company may enter into agreements with selected brokers pertaining to the provision of research or analysis services for the Management Company, under which the respective broker transfers to third parties, either immediately or subsequently, portions of the payments it receives pursuant to the relevant agreement from the Management Company for the purchase or sale of assets to brokers. The Management Company will use these broker services for the purposes of managing the investment fund ("commission sharing agreement").

The Company may acquire assets that are not admitted to official listing on a stock exchange or traded on another Regulated Market. The Company may avail itself of "over-the counter" (OTC) derivative transactions and collateral for derivative transactions originating from the services of third parties. In such cases the usual market costs related to the use of the services of these third parties and the internal usual market costs of the Management Company will be charged to the Company. The Company may charge a Sub-Fund or one or several unit classes a lower fee at its own discretion, or indeed exempt the latter from such a fee. The costs for the services of third parties shall not be covered by the management fee and shall, as such, be charged to the Company additionally. These costs and any losses from OTC Derivatives transactions reduce the performance of the relevant Sub-Fund. The Company states the fees charged to these third parties, and for each unit class, in the annual and semi-annual reports.

REPORTS AND SHAREHOLDERS' MEETINGS

The Company shall make available to the Shareholders within four months of the relevant year-end an audited annual report describing the assets, operations and results of the Company, and, within two months of the relevant half-year, it shall make available to the Shareholders an unaudited semi-annual report describing the assets and operations of the Company during such period. The financial year of the Company starts on January 1st and ends on December 31st of each year.

The first financial year should end at the 31st of December 2017.

The consolidation currency is the EUR.

The Net Asset Value, the Redemption Price and the Issue Price of each Class of Shares will be available (save as set out in the relevant Appendix) on or before the payment date (the "**Payment Date**"), as specified in the Appendix of the relevant Sub-Fund in Luxembourg at the registered office of the Company. The Company reserves the right to introduce a list of media in which this information is published. The list of media (if any) from time to time selected by the Company will appear in the annual and semi-annual reports. The annual report and all other periodical reports of the Company are made available to the Shareholders at the registered office of the Company.

Shareholders' meetings will be convened in accordance with Luxembourg law. The annual ordinary meeting of Shareholders will be held on last Monday **in April** of each year at 11 am. If such day is not a Business day in Luxembourg, the general meeting takes place on the immediately following Business day in Luxembourg.
The first annual general meeting was held in April 2017.

Other general meetings of Shareholders will be held at such time and place as indicated in the notices of such meetings.

Notices of general meetings are sent in accordance with Luxembourg law to the Shareholders at their addresses in the Share register. Notices will specify the place and time of the meetings, the conditions of admission, the agenda, the quorum and the voting requirements. The requirements as to attendance, quorum and majorities at all general meetings will be those laid down in the Articles of Incorporation. All other notices will be sent to Shareholders by post.

APPLICABLE LAW, JURISDICTION

Any legal disputes between the Company, the investors, the Depositary Bank, the Management Company, the Domiciliary Agent, the Administrative Agent, the Investment Managers and any distribution agents will be subject to the jurisdiction of the Grand-Duchy of Luxembourg. The applicable law is Luxembourg law. However, the above entities may, in relation to claims from investors from other countries, accept the jurisdiction of those countries in which Shares are offered and sold.

GENERAL INFORMATION

The following documents are available for inspection at the registered office of the Company:

- the Articles of Incorporation;
- the management company agreement;
- the KIDs;
- the Investment Management Agreement(s) and
- the Depositary Bank Agreement and
- the Administrative, Registrar and Transfer Agent Agreement.

Copies of the Articles of Incorporation and the last available reports can be obtained free of charge at the registered office of the Company.

Any legal disputes arising among or between the Shareholders, the Company and the Management Company / the Depositary Bank shall be subject to the jurisdiction of the competent court in Luxembourg, by regulations for the registration of Shares for offer and sale to the public with respect to matters relating to subscription and redemption, or other claims related to their holding by residents in such country or which have evidently been solicited from such country. Claims of Shareholders against the Company or the Depositary Bank shall lapse 5 years after the date of the event giving rise to such claims (except that claims by Shareholders on the proceeds of liquidation to which they are entitled shall lapse only 30 years after these shall have been deposited at the *Caisse de Consignation* in Luxembourg).

The Company hereby informs investors that an investor can only directly exercise its investor rights in their entirety vis-à-vis a UCITS if the investor itself is registered under its own name in the Shareholder register of the UCITS. If an investor has invested in a UCITS through an intermediary that makes the investment in its own name for the account of the investor, the investor may not be able to directly exercise all investor rights vis-à-vis the UCITS. It is recommended that investors inform themselves of their rights.

NOTICES TO SHAREHOLDERS

Notices to Shareholders will be published in newspapers and in the RESA, only when such way of publication is mandatory required under the provisions of the Luxembourg Law of 1915 or applicable laws and regulations.

All other notices to Shareholders, will be mailed, translated in all languages of distribution countries where the Fund/ its Sub-Funds are authorized for pubic distribution, by registered mail to the Shareholders registered in the Company's register and will be published, also in the languages of distribution countries where the Fund/ its Sub-Funds are authorized for public distribution, on the Management Company's web site:

https://www.pharusmanagement.com/lu/en/

On the Management Company's web site, investors can obtain free of any charges the most up to date version of the Prospectus as well as actual translated country version of the KIDs of the Sub-Funds where the Sub-Funds /its Share Classes is/are registered for public distribution.

Investors in the Company are explicitly invited by the Board of Directors of the Company to regularly check the Management Company's web site in order to be kept informed on any changes of the Company, which are not legally required to be published in newspapers in Luxembourg or on the RESA.

Complaints Handling

Information on the procedures in place for the handling of complaints by prospective investors, and/or Shareholders is available, upon request, from the Management Company free of charge.

GENERAL INFORMATION RELATING TO SUSTAINABILITY RISKS INTEGRATION.

EU Regulation 2019/2088 (SFDR)

Pursuant to EU Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the "**SFDR**"), the Sub-Funds are required to disclose the manner in which sustainability risks within the meaning of SFDR are integrated into the investment decision and the results of the assessment of the likely impacts of sustainability risks on the returns of the Sub-Funds.

Unless, differently stated in the relevant Appendices related to Sub-Funds' particulars, the Management Company and each of the Investment Managers/investment advisors of the Sub-Funds have implemented sustainability risks of the Sub-Funds into their investment decisions as set out in this section.

For the purposes of this section a sustainability risk means an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

The Company recognizes that various sustainability risks can threaten the investments at individual asset level and portfolio level. These sustainability risks may include climate change transition and physical risks, natural resources depletion, waste intensity, labor retention, turnover and unrest, supply chain disruption, corruption and fraud and reputational concerns associated with human rights violations.

The Investment Manager is responsible for the incorporation of materially relevant sustainability risks into due diligence and research, valuation, asset selection, portfolio construction, and ongoing investment monitoring alongside with other material risk factors. To do this, the Investment Manager leverages the following information and resources:

A) Target companies disclosed information (which may include a company's quarterly financials, earnings calls, general company reporting and / or disclosures, including sustainability-related disclosures);

B) publicly available data (such as news reports or industry data); and

C) Third-party research and data.

Sustainability risks as part of the investment process

Additionally, the Investment Manager conducts top-down sustainability investment risk analysis of all portfolios. This includes exposure to sustainability risks (using third party ratings and data), controversial business exposures, compliance with UN Global Compact, and the potential impact of different climate change and transition risk scenarios. Furthermore, as needed and requested, the risk team collaborates with the investment teams to conduct analyses on the sustainability risk on selected portfolio themes and companies.

The Company also recognizes that the universe of relevant sustainability risks will grow and evolve over time. The materiality of such risks and financial impacts on an individual asset and on a portfolio as a whole depends on industry, country, asset class, and investment style.

Investors shall note that the assessment of sustainability risk does not mean that the Investment Manager aims to invest in assets that are more sustainable than peers or even avoid investing in assets that may have public concerns about their sustainability. Such integrated assessment shall consider all other parameters used by the Investment Manager and it can e.g. be deemed that even a recent event or condition may have been overreacted in its market value. Similarly, a holding in an asset subject to such material negative impact does not mean that the asset would need to be liquidated. Furthermore, it is deemed that sustainability risks will similarly be assessed for investments that are deemed to be sustainable, e.g. a 'green bond' will be subject to similar sustainability risks as a non-green bond even where the other one is deemed to be more sustainable.

Instrument specific considerations

(i) equity and equity-like instruments such as corporate bonds that are bound to the performance of the company are deemed to be investments that inherently carry highest level of sustainability risks. The market value of an equity instrument will often be affected by environmental, social or governance events or conditions such as natural disasters, global warming, income inequality, anti-consumerism or malicious governance. The

Sub-Funds that invest or may invest heavily in equities will be deemed to have inherently high level of sustainability risks.

(ii) The market value of fixed-rate corporate bonds or other bonds that are not bound to the performance of the company, will inherently carry same or similar sustainability risks. As such instruments are effectively affected by the foreseen solvency of the company, the risks may be somewhat lower than in direct equity instruments and in some cases the more long-term conditions do not affect the solvency as likely as more sudden events do. The Sub-Funds that invest heavily in corporate bonds will be deemed to have inherently moderate level of sustainability risks.

(iii) Government and other sovereign bonds are subject to similar sustainability risks as equities and corporate bonds. While nations and other sovereign issuers are subject to seemingly sudden events, the underlying conditions are often well-known and understood and already priced-in to the market value of such assets. The Sub-Funds that invest mostly in government and other sovereign bonds will be deemed to have an inherently low level of sustainability risks.

(iv) currencies, investments in currencies and the currency effect against the base currency of any Sub-Fund, regardless of if such risk is hedged or not, shall not be subject to assessment of sustainability risk. The market value fluctuations of currencies are deemed not to be affected by actions of any specific entity where a materiality threshold could be exceeded by a single event or condition.

(v) investments where the market value is solely bound to commodities are left outside of sustainability risk assessment. While some commodities may inherently be subject to various sustainability risks, it looks likely that the sustainability risks are either effectively priced-in in the market value of a commodity or there is a lack of generally approved sustainability risk metrics.

(vi) Investment decisions in bank deposits and ancillary liquid assets will be subject to an assessment of governance events which is an inherent part of the analysis for such instruments where the market value of the asset is bound only or mostly to a counterparty risk were the counterparty fails to fulfill its usually contractually or otherwise predetermined obligations.

(vii) investments in diversified indices, other UCIs and diversified structured products are generally understood to be instruments where any event or condition in one underlying asset should unlikely have a material impact on the investment due to the diversification. The sustainability risks of such instruments are generally only assessed on a high level e.g. where such instrument has only or mostly underlying assets that would be subject to same conditions or events.

(viii) sustainability risks derived from financial derivative instruments such as futures, forwards, options, swaps etc. will be assessed based on the underlying of such derivative. Investors shall note that for the purposes of this section, the sustainability risks are only assessed from the point of view of material negative impact. This means that material positive impact will not be assessed. Consequently, it means that any derivative instruments (even where not used purely for hedging purposes) that has a negative correlation to the ultimate underlying asset e.g. short selling will not be subject to a risk assessment where due to negative correlation a negative impact on the value of the underlying asset would not create a negative impact on the market value of the asset.

Notwithstanding anything set out above, investments intended for hedging purposes will not be subject to additional assessment of sustainability risks. The purpose of hedging is to fully or partially hedge against existing risks in the portfolio of the Sub-Fund and should generally not add to sustainability-related risks.

Sustainability related data

The prospective investors shall note that while sustainable finance is among the most important recent themes in the field of investment management globally, and companies around the world have largely adopted different feasible, defendable and verifiable practices in order to create public data and control mechanisms in order to verify such data, the quality and availability of the data may still not be comparable with the general

quality of more standardised and traditional financial data that is presented in annual financial statements or other financial reports that comply with any accounting standards the reliability of which has been tried and tested for a longer period of time.

More information about the policies on integration of sustainability risks in the investment decision process and information on adverse sustainability impacts is available on www.pharusmanagement.com (see “sustainability-related product disclosure”).

APPENDIX I
to the Prospectus of
1st SICAV-

Information provided in this Appendix should be read in conjunction with the full text of the Prospectus.

1st SICAV – ITALY

Sub-Fund Name	1st SICAV – ITALY
Sub-Fund Currency	EUR
Investment Objective of the Sub-Fund	The Sub-Fund will seek to achieve its investment objective by investing at least 60% of the Net Asset Value of the Sub-Fund in common stocks of the Italian market and the remainder in Euro bonds.
Investment Policy of the Sub-Fund	The Sub-Fund will, therefore, have a predominant exposure to the Italian equity sector. The Sub-Fund will also invest in bonds denominated in a European currency issued by commercial, governmental or supranational entities. Investment in bonds may include investment in investment- grade or below investment-grade corporate or government bonds, which have a fixed or floating rate. Investment in below investment-grade bonds will not exceed 30% of the Net Asset Value of the Sub-Fund. Only up to 20 % of the Sub-Fund`s assets can be invested in convertible. The securities of the fund will be listed or traded on recognized markets. The Sub-Fund may use financial derivative instruments, such as, but not limited to, futures, forwards, foreign exchange contracts (including spot and forward contracts) and options (the "**FDIs**") for hedging purposes and/or speculative purposes. Futures (including financial future contracts) may be used to hedge against market risk, to change the fund's interest rate sensitivity or to gain exposure to an underlying market. Forward contracts may be used to hedge or to gain exposure to an increase in the value of an asset, currency or deposit. Foreign exchange contracts may be used to reduce the risk of adverse market changes in exchange rates or to increase exposure to foreign currencies or to shift exposure to foreign currency fluctuations from one country to another. Options may be used to hedge or achieve exposure to a particular market instead of using a physical security. In addition, up to 10% of the Net Asset Value of the Company may be invested in exchange traded funds (the "**ETFs**"). Investment in ETFs will be in accordance with section 3 of the "Investment Restrictions" section of the Prospectus. ETFs will be domiciled in the EU and in the UK and may be authorized as UCITS or non-UCITS funds. Where the ETF is authorized as a non-UCITS fund, it will be subject to supervision by a supervisory authority set up by law to ensure the protection of the investor and provide an equivalent level of protection to investors. The maximum proportion of assets that may on average be subject to SFTs and TRSs will not exceed 25% of the net assets of the Sub-Fund.

	The expected proportion of assets that may be subject to SFTs and TRSs is 0% of the net assets of the Sub-fund.
Sustainability (SFDR) considerations	Regulation (EU) 2019/2088 of 27 November 2019 on sustainability-related disclosures in the financial sector and Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (together "**ESG Regulation**") **The Sub-Fund has been categorized as a financial product falling under the scope of article 6 of the SFDR.** The Investment Manager is currently neither promoting nor integrating environmental, social and governance (ESG) sustainability criteria in their investment decisions in accordance with ESG Regulation which became fully applicable on 10 March 2021. The Investment Manager identifies and analyses sustainability risk, an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of an investment as part of its risk management process. The Investment Manager believes that the integration of this risk analysis could help to enhance long-term risk adjusted returns for investors, in accordance with the investment objectives of the Sub-Fund. The basis for such a strategy considers that investors can concomitantly reach a competitive financial return and make a positive impact on society and the environment. 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 environmental, social, or governance 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. Consequent impacts to the occurrence of sustainability risk can be many and varied according to a specific risk, region or asset class. Generally, when sustainability risk occurs for an asset, there will be a negative impact and potentially a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-Fund. **Adverse sustainability impacts** The Management Company delegates the portfolio management function of the Sub-Fund to the Investment Manager. In accordance with article 7.2 of the SFDR both the Management Company and the Investment Manager do not consider adverse impacts of investment decisions on sustainability factors (PASI) according to Art. 4.1 (b).

Taxonomy Regulation	Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investments ("TR") amending SFDR.
SFTR regulations applicable to this Sub-Fund	As of the date of this Prospectus, the Sub-Fund does not engage in securities lending, nor enter into repurchase agreements, reverse repurchase agreements and total return swaps, nor in the other transactions covered by SFTR.
Investor Profile of the Sub-Fund	The Sub-Fund is intended for investors who seek capital growth over the long-term. This Sub-Fund is suitable to investors who can afford to set aside the capital invested for at least five years.
Main Risks associated with the investment in the Sub-Funds	Potential investors in this Sub-Fund should consult their stockbroker, bank manager, solicitor, accountant or other independent financial advisor before investing. These risk factors are not intended to be exhaustive and there may be other risk factors which a potential investor should consider prior to investing in Shares in the Sub-Fund. However, the investments of the Sub-Fund will be subject to market fluctuations and other risks normally associated with any investment and there can be no assurance that the Sub-Fund's investment objectives will be achieved.
Management Company	**Pharus Management Lux S.A.**
Investment Manager of the Sub-Fund	**Olympia Wealth Management Ltd** 32 Ludgate Hill London EC4M 7DR United Kingdom
Depositary Bank	**Banque et Caisse d'Epargne de l'Etat, Luxembourg**
Administrative Agent	**UI efa S.A.**
Valuation Date of the Sub-Fund	The Net Asset Value per Share is determined on each Business day in Luxembourg. (the "**Valuation Date**") The Net Asset Value is calculated and published on the first Business Day following the relevant Valuation Day (the "**NAV calculation day**")
Payment of the issue amount and redemption proceeds for the Sub-Fund	Within three (3) Business Days after the Valuation Day
Financial Year	01 January to 31 December
Sub-Fund`s term	Unlimited
Share classes available under the Sub-Fund	Class R is opened to all type of investors. Class I is reserved to Institutional Investors. If investors in Class I Shares no longer fulfil the conditions of eligibility as Institutional Investors, the Board of Directors may convert their Shares, free of charge, into retail Share Classes of this Sub Fund. Class S is reserved to Institutional Investors.

ISIN Codes of the available Share Classes	LU1435777591 1ST SICAV-ITALY-R EUR ACC LU1435777674 1ST SICAV-ITALY-I EUR ACC LU1435777757 1ST SICAV-ITALY-S EUR ACC
Currency of the available Share Classes	The currency of the R Class is EUR The currency of the I Class is EUR The currency of the S Class is EUR
Distribution or accumulation policy of the Share Class(es) launched under the Sub Fund	No dividend payments will be made.
Initial Minimum Investment per Share Class	1.000 EUR for Class R Shares 25.000 EUR for Class I Shares 500.000 EUR for Class S Shares
Minimum Holding Amount per Share Class	1.000 EUR for Class R Shares 25.000 EUR for Class I Shares 500.000 EUR for Class S Shares
Front End Load	up to 3% of the applicable Net AssetVvalue of the Shares in favour of the Sub-Fund and/or the distributor(s), if any
Conversion Fee	up to 0.5% of the applicable Net Asset Value of the Shares. in favour of the Sub-Fund
Redemption charge	up to 2% of the applicable Net Asset Value of the Shares in favour of the Sub-Fund
Shareholder Servicing Fee	up to 0.25% per annum of the applicable Sub-Fund's average net assets for the Share Classes R, I and S
Launch Date per Share Class	The R Shares have had 1st NAV dated the **27th of March 2017** calculated the **28th** of **March 2017.** The I Shares have had 1st NAV dated the **27th of March 2017** calculated the **28th** of **March 2017**. TBD for class S
Initial issue price (excluding front end load) per Share Class	100 EUR for Class R and I Shares
Global fee	up to 1.95 % p.a. of the average Net Assets Value during each quarter for Class R and payable quarterly on arrears. up to 1.50 % p.a. of the average Net Assets Value during each quarter for Class I and payable quarterly on arrears. up to 0.95 % p.a. of the average Net Assets Value during each quarter for Class S and payable quarterly on arrears.

Performance Fee per Share Class

In addition, the Investment Manager is entitled to receive a Performance Fee calculated for all Share Classes as follows:

Annual Performance Fee of 20% of the performance of the Class over the performance of the FTSE Italia All-Share Index.

Shareholders should be aware that based on this principle a Performance Fee might be payable to the Investment Manager in case the Class has outperformed the reference benchmark even if there was a decrease in value of the NAV of the Class over the relevant financial year. The amount of Performance Fee payable is calculated on the basis of the last Valuation Day of the relevant financial year, ending on 31 December of each year.

Performances Fees are calculated and accrued on each Valuation Day.

The Performance Fee is calculated net of all costs, i.e. on the basis of the NAV, adjusted to consider subscriptions and redemptions, after deduction of all expenses, liabilities and Investment Manager Fees (but not the Performance Fee).

Any underperformance of the Class compared to the benchmark during a performance reference period of at least 5 years, must be clawed back before any performance fee becomes payable.

In case of redemptions on any Valuation Day, the pro rata of the performance accrual that relates to such redeemed Shares will be considered as due to the Investment Manager regardless of the performance of the Compartment after such net redemption.

No crystallisation of the performance fee shall be applicable in the case of a launch of a new share class/sub-fund if the calculation reference period is less than 1 year since the launch of the new share class/sub-fund.

Example of the clawback mechanism:

- Reference period: 5 years
- Crystallisation frequency: Yearly, as at 31 December of each year

	NAV per share before Perf Fee	NAV per share performance	Benchmark performance	Excess of the performance	Cumulated excess of the performance	Perf Fee	NAV per share after Perf Fee
Y0	100.00						
Y1	110.00	10.00%	7.00%	3.00%	3.00%	0.60	109.40
Y2	112.00	1.82%	2.00%	-0.18%	-0.18%	0.00	112.00
Y3	107.00	-4.46%	-3.00%	-1.46%	-1.64%	0.00	107.00
Y4	124.00	15.89%	10.00%	5.89%	4.24%	0.91	123.09
Y5	115.00	-7.26%	-12.00%	4.74%	4.74%	1.18	113.82

	Year 1: The NAV per share performance (10%) is positive and superior to the benchmark performance (7%). The excess of performance is 3% and generates a performance fee equal to 0.60. Year 2: The NAV per share performance (1.82%) is positive but inferior to the benchmark performance (2%). The net performance is negative (-0.18%). Hence, no performance fee is accrued. Year 3: The NAV per share performance (-4.46%) is negative and inferior to the benchmark performance (-3%). The net performance is cumulated to "claw back" the underperformance from the previous year(s). The resulting cumulated net performance is negative (-1.65%). Hence, no performance fee is accrued. Year 4: The NAV per share performance (15.89%) is positive and superior to the benchmark performance (10%). The net performance is cumulated to "claw back" the underperformance from the previous year(s). The resulting cumulated net performance is positive (4.24)% and generates a performance fee equal to 0.91. Year 5: The NAV per share performance (-7.26%) is negative but superior to the benchmark performance (-12%). The net performance does not need to be cumulated as the underperformance from previous years was fully "clawed back". The excess of performance is 4.74% and generates a performance fee equal to 1.18.
Global service fee	up to 0.27% with a minimum of euro 22.500 per year per Sub-Fund
Distribution Countries per Share Class	For all Share Classes Luxembourg and Italy
Risk-Management Procedure of the Sub-Fund	The Management Company will use the commitment approach, according to CSSF Circular 11/512, as amended by Circular 18/698 and article 47 of the CSSF Regulation 10/04, for determining the global exposure risk of the Sub-Fund. The Sub-Fund's total commitment to financial derivative instruments is limited to 100% of the Sub-Fund's total net assets, which is quantified as the sum, as an absolute value, of the individual commitments, after consideration of the possible effects of netting and coverage. The Sub-Fund will make use of financial derivatives instruments in a manner not to materially alter its risk profile over what would be the case if financial derivatives instruments were not used. The Management Company will ensure that the overall risk linked to derivatives does not exceed the total net value of the portfolio of the Sub-Fund. A total leverage of up to 100% over the Net Asset Value of the Sub-Fund is admissible. This percentage does not represent an additional investment restriction and may vary from time to time.
TAXE D'ABONNEMENT	The Sub-Fund is subject to a subscription tax at an annual rate which amounts to 0.05% of the Net Assets Value of the Sub-Fund and is calculated and payable quarterly on the basis of the Sub-Fund's Net Asset Value at the end of each quarter,

	except for the Shares reserved for Institutional Investors who may benefit from the reduced rate of 0.01% i.e. Class I and S Shares.

1st SICAV – ATHENA BALANCED

Sub-Fund Name	1st SICAV ATHENA BALANCED
Sub-Fund Currency	EUR
Investment Objective of the Sub-Fund	The Sub-Fund shall be managed with the objective to obtain capital growth by investing in liquid equities listed in the main stocks exchange markets in Europe, Asia or the US and in a diversified range of debt securities of any kind, such as government bonds, investment grade bonds, high yield bonds, convertible bonds, floating rate notes, inflation-linked bonds / notes, money market instruments, issued or guaranteed by sovereign, supranational or corporate issuers, denominated in the reference currency or any other currencies. Inflation-linked bonds/ notes are bonds/ notes whose interest payments and principal (the payment made by the issuer at maturity) are linked to an index of inflation. By contrast to inflation-linked bonds/ notes, the interest payments and principal value of conventional bonds/ notes are fixed in nominal (money) terms.
Investment Policy of the Sub-Fund	A maximum of 70 % of the Sub-Funds assets may be invested in liquid equities listed in the main stocks exchange markets in Europe, Asia or the US. Direct investments in Chinese equities are not foreseen. A maximum of 100 % of the Sub-Fund`s assets may be invested in bonds including investments in debt securities. 70% of this bond investments will be done in bonds, convertible bonds, including fixed or floating rates, zero-coupons, government, or corporate bonds with a minimum rating from Moody's and/or Standard & Poors (B3-B-) issued from OECD issuers; 30% of this bond investments will be done in bonds, convertible bonds, including fixed or floating rates, zero-coupons, government, treasury or corporate bonds issued by non-OECD issuers and/or not rated bonds" The Sub-Fund may invest in UCITS and/or other UCIs (including "ETFs" qualifying as UCITS and/or UCIs" which will be domiciled in the EU and in the UK, whose purpose is to invest in a flexible way (from 0% to 100%) in a broad range of asset classes such as equities, debt securities of any kind, government bonds, investment grade bonds, high yield bonds, convertible bonds, floating rate notes, financial derivatives, cash and cash equivalents, money market instruments, real estate indices, financial indices, commodity certificates, commodities indices, and UCITS and/or other UCIs which may have an indirect exposure to commodities and real estate, without any geographical restriction, in compliance with the Law of 2010 and with the Grand-Ducal Regulation of February 8, 2008. The Sub-Fund shall not be charged for subscription or redemption fees on account of its investments in such UCITS and other UCIs, for which PHARUS MANAGEMENT LUX S.A. acts as management company nor is linked to such UCITS/UCIs management company within the meaning of article 46(3) of the 2010 Law. Further it has to be ensured that the entry and management fees applying to the target UCITS, UCIs shall not exceed 3% (three percent) each of the Sub-Fund's Net Asset Value.

	UCITS and/or UCIs as described above can represent, from 0% to 100% of the Sub-Fund's net assets within the limit of the 2010 Law. The investment in commodities will be indirect. The underlying UCITS and other UCIs may be denominated in other currencies than the Reference Currency. The Sub-Fund may, in accordance with the fund's investment restrictions, purchase or sell put and call options, financial futures and forward contracts, on financial indices, foreign currencies and transferable securities for hedging purposes and/or speculative purposes. The maximum proportion of assets that may on average be subject to SFTs and TRSs will not exceed 25% of the net assets of the Sub-Fund. The expected proportion of assets that may be subject to SFTs and TRSs is 0% of the net assets of the Sub-Fund.
Sustainability (SFDR) considerations	Regulation (EU) 2019/2088 of 27 November 2019 on sustainability-related disclosures in the financial sector and Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (together "**ESG Regulation**") The Sub-Fund has been categorized as a financial product falling under the scope of article 6 of the SFDR. The Investment Manager is currently neither promoting nor integrating environmental, social and governance (ESG) sustainability criteria in their investment decisions in accordance with ESG Regulation which became fully applicable on 10 March 2021. The Investment Manager identifies and analyses sustainability risk, an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of an investment as part of its risk management process. The Investment Manager believes that the integration of this risk analysis could help to enhance long-term risk adjusted returns for investors, in accordance with the investment objectives of the Sub-Fund. The basis for such a strategy considers that investors can concomitantly reach a competitive financial return and make a positive impact on society and the environment. 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 environmental, social, or governance 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. Consequent impacts to the occurrence of sustainability risk can be many and varied according to a specific risk, region or asset class. Generally, when sustainability risk occurs for an asset, there will be a negative impact and potentially

	a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-Fund. **Adverse sustainability impacts** The Management Company delegates the portfolio management function of the Sub-Fund to the Investment Manager. In accordance with article 7.2 of the SFDR both the Management Company and the Investment Manager do not consider adverse impacts of investment decisions on sustainability factors (PASI) according to Art. 4.1 (b).
Taxonomy Regulation	Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investments ("TR") amending SFDR. The investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.
SFTR regulations applicable to this Sub-Fund	As of the date of this Prospectus, the Sub-Fund does not engage in securities lending, nor enter into repurchase agreements, reverse repurchase agreements and total return swaps, nor in the other transactions covered by SFTR. If the Sub-Fund uses such securities financing transactions in the future, the present Prospectus will be modified prior to such use in accordance with SFTR.
Investor Profile of the Sub-Fund	The Sub-Fund is intended for investors who seek capital growth over the long-term. This Sub-Fund is suitable to investors who can afford to set aside the capital invested for at least three years.
Main Risks associated with the investment in the Sub-Funds	Potential investors in this Sub-Fund should consult their stockbroker, bank manager, solicitor, accountant or other independent financial advisor before investing. These risk factors are not intended to be exhaustive and there may be other risk factors which a potential investor should consider prior to investing in Shares in the Sub-Fund. However, the investments of the Sub-Fund will be subject to market fluctuations and other risks normally associated with any investment and there can be no assurance that the Sub-Fund's investment objectives will be achieved. Convertible bonds may be exposed to higher volatility than other bonds with an increased risk of capital loss, but with the potential of higher returns. If the Sub-Fund receives Shares from a conversion of convertible bonds, the Sub-Fund is exposed to equity risk for the period until such a position is sold. Due to the possibility of the Sub-Fund to invest in high yield bonds investors should take further into account the below risks which might be caused due to the investment possibility in high yield bonds. • Credit risk: the risk of loss arising from default that may occur if an issuer fails to make principal or interest payments when due. This risk is higher if the fund holds low-rated, non-investment grade securities. • Derivatives risk: the risk of loss in an instrument where a small change in the value of the underlying investment may have a larger impact on the value of such instrument. Derivatives may involve additional liquidity, credit and counterparty risks.

	• Liquidity risk: the risk that arises when adverse market conditions affect the ability to sell assets when necessary. Reduced liquidity may have a negative impact on the price of the assets.
Management Company	**Pharus Management Lux S.A.**
Investment Manager of the Sub-Fund	**Olympia Wealth Management Ltd,** 32 Ludgate Hill, London EC4M 7DR United Kingdom
Depositary Bank	**Banque et Caisse d'Epargne de l'Etat, Luxembourg**
Administative Agent	**UI efa S.A.**
Valuation Date of the Sub-Fund	The Net Asset Value per Share is determined on each Business day in Luxembourg. (the "**Valuation Date**") The Net Asset Value is calculated and published on the first Business Day following the relevant Valuation Day (the "**NAV calculation day**")
Payment of the issue amount and redemption proceeds for the Sub-Fund	Within three (3) Business Days after the Valuation Day
Financial Year	01 January to 31 December
Sub-Fund`s term	Unlimited
Share Classes available under the Sub-Fund	Class R is opened to all type of investors. Class I is reserved to Institutional Investors.
ISIN Codes of the available Share Classes	LU1435778300 1ST SICAV-ATHENA BALANCED-R EUR ACC LU1435778482 1ST SICAV-ATHENA BALANCED-I EUR ACC
Currency of the available Share Classes	The currency of the R Class is EUR The currency of the I Class is EUR
Distribution or accumulation policy of the Share Class(es) launched under the Sub Fund	No dividend payments will be made.
Initial Minimum Investment per Share Class	1.000 EUR for Class R Share 25.000 EUR for Class I Shares
Minimum Holding Amount per Share Class	1.000 EUR for Class R Share 25.000 EUR for Class I Shares
Front End Load	up to 3 % of the applicable Net Asset Value of the Shares R and I in favour of the Sub-Fund and/or the distributor(s), if any
Conversion Fee	up to 0.5% of the applicable Net Asset Value of the Shares in favour of the Sub-Fund

Redemption charge	up to 2 % of the applicable Net Asset Value of the Shares R and I in favour of the Sub-Fund
Shareholder Servicing	up to 0.25% per annum of the applicable Sub-Fund's average net assets for the Share Classes R and I
Launch Date per Share Class	**T**he **R Shares** have had its 1st NAV dated the **8th of May 2017** calculated the **9th of May 2017**. The **I Shares** have had its 1st NAV dated the **8th of May 2017** calculated the **9th of May 2017.**
Initial issue price (excluding front end load) per Share Class	100 EUR for the Class R and I Shares.
Global fee	up to 1.50 % p.a. of the average Net Assets Value during each quarter for Class R and payable quarterly on arrears. up to 0.8 % p.a. of the average Net Assets Value during each quarter for Class I and payable quarterly on arrears.
Performance Fee per Share Class	In addition, the sub-fund will pay for all classes to the Investment Manager a performance fee, calculated and accrued on each Valuation Date. The accruals are adjusted in case of underperformance and the Performance Fee is crystallised (paid) on a quarterly basis, provided that the net asset value per Share before payment of the Performance Fee is higher than any previous quarter-end net asset value per Share ("High Water Mark"). The High Water Mark is the higher of (i) the initial subscription price and (ii) the last Net Asset Value per Share as of which a performance fee was paid. The Performance Fee will be equal to 20% of the difference between the net asset value per Share before Performance Fee payment and the HWM multiplied by the number of Shares outstanding on each Valuation Date. The performance fee is calculated net of all costs, i.e. on the basis of the Net Asset Value per share after deduction of all expenses, liabilities, and management fees (but not performance fee), and is adjusted to take account of all subscriptions and redemptions. The High Water Mark is permanent and no reset of past losses for performance fees calculation purpose is foreseen. The Performance Reference Period, which is the period at the end of which the past losses can be reset, corresponds to the whole life of the Class (all-time HWM). If a redemption occurs on a date other than that on which a performance fee is paid while an accrual has been made for performance fees, the performance fees for which an accrual has been made and which are attributable to the Shares redeemed will be paid at the end of the period even if the accrual for performance fees is no longer made at that date (crystallisation). No crystallisation of the performance fee shall be applicable in the case of a launch of a new share class/sub-fund if the calculation reference period is less than 1 year since the launch of the new share class/sub-fund.

Example:

	NAV per share before Perf Fee	HWM per share	NAV per share performance	Perf Fee	NAV per share after Perf Fee
Q1	112.00	100.00	12.00%	2.40	109.60
Q2	120.00	109.60	9.49%	2.08	117.92
Q3	114.00	117.92	-3.32%	0.00	114.00
Q4	117.00	117.92	-0.78%	0.00	117.00
Q5	125.00	117.92	6.00%	1.42	123.58

Q1:
The NAV per share (112) is superior to the first HWM at launch (110).
The NAV per share performance (12%) is positive and generates a performance fee equal to 2.40.
The HWM is set to 109.60.

Q2:
The NAV per share (120) is superior to the new HWM (109.60).
The NAV per share performance (9.49%) is positive and generates a performance fee equal to 2.08.
The HWM is set to 117.92.

Q3:
The NAV per share (114) is inferior to the new HWM (117.92).
No performance fee is accrued.
The HWM remains unchanged.

Q4:
The NAV per share (117) has increased but is still inferior to the HWM (117.92).
No performance fee is accrued.
The HWM remains unchanged.

Q5:
The NAV per share (125) is superior to the HWM (117.92).
The NAV per share performance (6%) is positive and generates a performance fee equal to 1.42.
The HWM is set to 123.58.

Servicing Fee	Up to 0.27% with a minimum of euro 22.500 per year per Sub-Fund.
Distribution Countries per Share Class	For all Share Classes Luxembourg and Italy

Risk-Management Procedure of the Sub-Fund	The Management Company will use the commitment approach, according to CSSF Circular 11/512, as amended by Circular 18/698 and article 47 of the CSSF Regulation 10/04, for determining the global exposure risk of the Sub-Fund. The Sub-Fund's total commitment to financial derivative instruments is limited to 100% of the Sub-Fund's total net assets, which is quantified as the sum, as an absolute value, of the individual commitments, after consideration of the possible effects of netting and coverage. The Sub-Fund will make use of financial derivatives instruments in a manner not to materially alter its risk profile over what would be the case if financial derivatives instruments were not used. The Management Company will ensure that the overall risk linked to derivatives does not exceed the total net value of the portfolio of the Sub-Fund. A total leverage of up to 100% over the Net Asset Value of the Sub-Fund is admissible. This percentage does not represent an additional investment restriction and may vary from time to time.
TAXE D'ABONNEMENT	The Sub-Fund is subject to a subscription tax at an annual rate which amounts to 0.05% of the Net Assets Value of the Sub-Fund and is calculated and payable quarterly on the basis of the Sub-Fund's Net Asset Value at the end of each quarter, except for the Shares reserved for Institutional Investors who may benefit from the reduced rate of 0.01% i.e. Class S Shares.

1st SICAV –HESTIA CONSERVATIVE

Sub-Fund Name	1st SICAV HESTIA CONSERVATIVE
Sub-Fund Currency	EUR
Investment Objective of the Sub-Fund	The Sub-Fund shall be managed with the objective to obtain capital growth by investing in a diversified range of debt securities of any kind, such as government bonds, investment grade bonds, high yield bonds, convertible bonds, floating rate notes, inflation-linked bonds / notes, money market instruments, issued or guaranteed by sovereign, supranational or corporate issuers, denominated in the reference currency or any other currencies. Inflation-linked bonds/ notes are bonds/notes whose interest payments and principal (the payment made by the issuer at maturity) are linked to an index of inflation. By contrast to inflation-linked bonds/notes, the interest payments and principal value of conventional bonds notes are fixed in nominal (money) terms.
Investment Policy of the Sub-Fund	A maximum of 50 % of the Sub-Funds assets may be invested in liquid equities listed in the main stocks exchange markets. Direct investments in Chinese equities are not foreseen. A maximum of 100 % of the Sub-Funds assets may be invested in bonds including investments in debt securities 70% of this bond investments will be done in bonds, convertible bonds, including fixed or floating rates, zero-coupons, government, or corporate bonds with a minimum rating from Moody's and/or Standard & Poor's (B3-B-) issued from OECD issuers; 30% of this bond investments will be done in bonds, convertible bonds, including fixed or floating rates, zero-coupons, government, treasury or corporate bonds issued by non-OECD issuers and/or not rated bonds. The Sub-Fund may invest in UCITS and/or other UCIs (including "ETFs qualifying as UCITS and/or UCIs" which will be domiciled in the EU and the UK, whose purpose is to invest in a flexible way (from 0% to 100%) in a broad range of asset classes such as equities, debt securities of any kind, government bonds, investment grade bonds, high yield bonds, convertible bonds, floating rate notes, financial derivatives, cash and cash equivalents, money market instruments, real estate indices, financial indices, commodity certificates, commodities indices, and UCITS and/or other UCIs which may have an indirect exposure to commodities and real estate, without any geographical restriction, in compliance with the 2010 Law and with the Grand-Ducal Regulation of February 8, 2008. The Sub-Fund shall not be charged for subscription or redemption fees on account of its investments in such UCITS and other UCIs, for which PHARUS MANAGEMENT LUX S.A. acts as management company nor is linked to such UCITS/UCIs management company within the meaning of article 46(3) of the 2010 Law. Further it has to be ensured that the entry and management fees applying to the target UCITS, UCIs shall not exceed 3% (three percent) each of the Sub-Fund's Net Asset Value. UCITS and/or UCIs as described above can represent, from 0% to 100% of the Sub-Fund's net assets within the limit of the 2010 Law.

	The Investment in commodities will be indirect. The underlying UCITS and other UCIs may be denominated in other currencies than the Reference Currency. The Sub-Fund may, in accordance with the fund's investment restrictions, purchase or sell put and call options, financial futures and forward contracts, on financial indices, foreign currencies and transferable securities for hedging purposes and/or speculative purposes. The maximum proportion of assets that may on average be subject to SFTs and TRSs will not exceed 25% of the net assets of the Sub-Fund. The expected proportion of assets that may be subject to SFTs and TRSs is 0% of the net assets of the Sub-Fund.
Sustainability (SFDR) considerations	Regulation (EU) 2019/2088 of 27 November 2019 on sustainability-related disclosures in the financial sector and Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investment (together "**ESG Regulation**") **The Sub-Fund has been categorized as a financial product falling under the scope of article 6 of the SFDR**. The Investment Manager is currently neither promoting nor integrating environmental, social and governance (ESG) sustainability criteria in their investment decisions in accordance with ESG Regulation which became fully applicable on 10 March 2021. The Investment Manager identifies and analyses sustainability risk, an environmental, social, or governance event or condition that, if it occurs, could potentially or actually cause a material negative impact on the value of an investment as part of its risk management process. The Investment Manager believes that the integration of this risk analysis could help to enhance long-term risk adjusted returns for investors, in accordance with the investment objectives of the Sub-Fund. The basis for such a strategy considers that investors can concomitantly reach a competitive financial return and make a positive impact on society and the environment. 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 environmental, social, or governance 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. Consequent impacts to the occurrence of sustainability risk can be many and varied according to a specific risk, region or asset class. Generally, when sustainability risk occurs for an asset, there will be a negative impact and potentially a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-Fund.

	Adverse sustainability impacts The Management Company delegates the portfolio management function of the Sub-Fund to the Investment Manager. In accordance with article 7.2 of the SFDR both the Management Company and the Investment Manager do not consider adverse impacts of investment decisions on sustainability factors (PASI) according to Art. 4.1 (b). At the date of this Prospectus, the Management Company and the Investment Manager await the further consultation and/or guidance on the Level 2 regulatory technical standards (the "RTS"), and the finalisation of the RTS, which are expected to enter into force during 2022. The decisions and disclosures in relation to Art. 7 of the SFDR will be made taking into account the deadlines of the SFDR and similarly any disclosures will be included in a future version of the Prospectus, as required.
Taxonomy Regulation	Regulation (EU) 2020/852 of 18 June 2020 on the establishment of a framework to facilitate sustainable investments ("TR") amending SFDR. The investments underlying the Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.
SFTR regulations applicable to this Sub-Fund	As of the date of this Prospectus, the Sub-Fund does not engage in securities lending, nor enter into repurchase agreements, reverse repurchase agreements and total return swaps, nor in the other transactions covered by SFTR. If the Sub-Fund uses such securities financing transactions in the future, the present Prospectus will be modified prior to such use in accordance with SFTR.
Investor Profile of the Sub-Fund	The Sub-Fund is intended for investors who seek capital growth over the long-term. This Sub-Fund is suitable to investors who can afford to set aside the capital invested for at least three years.
Main Risks associated with the investment in the Sub-Funds	Potential investors in this Sub-Fund should consult their stockbroker, bank manager, solicitor, accountant or other independent financial advisor before investing. These risk factors are not intended to be exhaustive and there may be other risk factors which a potential investor should consider prior to investing in Shares in the Sub-Fund. However, the investments of the Sub-Fund will be subject to market fluctuations and other risks normally associated with any investment and there can be no assurance that the Sub-Fund's investment objectives will be achieved. Convertible bonds may be exposed to higher volatility than other bonds with an increased risk of capital loss, but with the potential of higher returns. If the Sub-Fund receives Shares from a conversion of convertible bonds, the Sub- Fund is exposed to equity risk for the period until such a position is sold. Due to the possibility of the Sub-Fund to invest in high yield bonds investors should take further into account the below risks which might be caused due to the investment possibility in high yield bonds. • Credit risk: the risk of loss arising from default that may occur if an issuer fails to make principal or interest payments when due. This risk is higher if the fund holds low-rated, non-investment grade securities. • Derivatives risk: the risk of loss in an instrument where a small change in the value of the underlying investment may have a larger impact on the value of such

	instrument. Derivatives may involve additional liquidity, credit and counterparty risks. • Liquidity risk: the risk that arises when adverse market conditions affect the ability to sell assets when necessary. Reduced liquidity may have a negative impact on the price of the assets.
Management Company	**Pharus Management Lux S.A.**
Investment Manager of the Sub-Fund	**Olympia Wealth Management Ltd,** 32 Ludgate Hill, London EC4M 7DR United Kingdom
Depositary Bank	**Banque et Caisse d'Epargne de l'Etat, Luxembourg**
Administrative Agent	**UI efa S.A.**
Valuation Date of the Sub-Fund	The Net Asset Value per Share is determined on each Business day in Luxembourg. (The "**Valuation Date**") The Net Asset Value is calculated and published on the first Business Day following the relevant Valuation Day (the "**NAV calculation day**")
Payment of the issue amount and redemption proceeds for the Sub-Fund	Within three (3) Business Days after the Valuation Day
Financial Year	01 January to 31 December
Sub-Fund`s term	Unlimited
Share Classes available under the Sub-Fund	Class R is opened to all type of investors. Class I is reserved to Institutional Investors. If investors in Class I Shares no longer fulfil the conditions of eligibility as Institutional Investors, the Board of Directors may convert their Shares, free of charge, into retail Share Classes of this Sub-Fund.
ISIN Codes of the available Share Classes	LU1435778565 1ST SICAV-HESTIA CONSERVATIVE-R EUR ACC LU1435778649 1ST SICAV-HESTIA CONSERVATIVE-I EUR ACC
Currency of the available Share Classes	The currency of the R Class is EUR The currency of the I Class is EUR
Distribution or accumulation policy of the Share Class(es) launched under the Sub Fund	No dividend payments will be made.
Initial Minimum Investment per Share Class	1.000 EUR for Class R Share 25.000 EUR for Class I Shares
Minimum Holding Amount per Share Class	1.000 EUR for Class R Share 25.000 EUR for Class I Shares

Front End Load	up to 3 % of the applicable Net Asset Value of the Shares R and I, in favour of the Sub-Fund and/or the distributor(s), if any
Conversion Fee	up to 0.5% of the applicable Net Asset Value of the Shares in favour of the Sub-Fund
Redemption charge	up to 2 % of the applicable Net Asset Value of the Shares R and I in favour of the Sub-Fund
Shareholder Servicing Fee	up to 0.25% per annum of the applicable Sub-Fund's average net assets for the Share Classes R and I
Launch Date per Share Class	The **R Shares** have had its 1st NAV dated the **8th of May 2017** calculated the **9th of May 2017**. The **I Shares** have had its 1st NAV dated the **8th of May 2017** calculated the **9th of May 2017.**
Initial issue price (excluding front end load) per Share Class	100 EUR for the Class R and I shares.
Global fee	up to 1.1 % p.a. of the average Net Assets Value during each quarter for Class R and payable quarterly on arrears. up to 0.60 % p.a. of the average Net Assets Value during each quarter for Class I and payable quarterly on arrears.
Performance Fee per Share Class	In addition, the sub-fund will pay for all classes to the Investment Manager a performance fee, calculated and accrued on each Valuation Date. The accruals are adjusted in case of underperformance and the Performance Fee is crystallised (paid) on a quarterly basis, provided that the net asset value per Share before payment of the Performance Fee is higher than any previous quarter-end net asset value per Share ("High Water Mark"). The High Water Mark is the higher of (i) the initial subscription price and (ii) the last Net Asset Value per Share as of which a performance fee was paid. The Performance Fee will be equal to 20% of the difference between the net asset value per Share before Performance Fee payment and the HWM multiplied by the number of Shares outstanding on each Valuation Date. The performance fee is calculated net of all costs, i.e. on the basis of the Net Asset Value per share after deduction of all expenses, liabilities, and management fees (but not performance fee), and is adjusted to take account of all subscriptions and redemptions. The High Water Mark is permanent and no reset of past losses for performance fees calculation purpose is foreseen. The Performance Reference Period, which is the period at the end of which the past losses can be reset, corresponds to the whole life of the Class (all-time HWM). If a redemption occurs on a date other than that on which a performance fee is paid while an accrual has been made for performance fees, the performance fees for which an accrual has been made and which are attributable to the Shares redeemed

will be paid at the end of the period even if the accrual for performance fees is no longer made at that date (crystallisation).

No crystallisation of the performance fee shall be applicable in the case of a launch of a new share class/sub-fund if the calculation reference period is less than 1 year since the launch of the new share class/sub-fund.

Example:

	NAV per share before Perf Fee	HWM per share	NAV per share performance	Perf Fee	NAV per share after Perf Fee
Q1	112.00	100.00	12.00%	2.40	109.60
Q2	120.00	109.60	9.49%	2.08	117.92
Q3	114.00	117.92	-3.32%	0.00	114.00
Q4	117.00	117.92	-0.78%	0.00	117.00
Q5	125.00	117.92	6.00%	1.42	123.58

Q1:
The NAV per share (112) is superior to the first HWM at launch (110).
The NAV per share performance (12%) is positive and generates a performance fee equal to 2.40.
The HWM is set to 109.60.

Q2:
The NAV per share (120) is superior to the new HWM (109.60).
The NAV per share performance (9.49%) is positive and generates a performance fee equal to 2.08.
The HWM is set to 117.92.

Q3:
The NAV per share (114) is inferior to the new HWM (117.92).
No performance fee is accrued.
The HWM remains unchanged.

Q4:
The NAV per share (117) has increased but is still inferior to the HWM (117.92).
No performance fee is accrued.
The HWM remains unchanged.

Q5:
The NAV per share (125) is superior to the HWM (117.92).
The NAV per share performance (6%) is positive and generates a performance fee equal to 1.42.
The HWM is set to 123.58.

Servicing Fee	up to 0.27% with a minimum of euro 22.500 per year per Sub-Fund.
Distribution Countries per Share Class	For all Share Classes Luxembourg and Italy
Risk-Management Procedure of the Sub-Fund	The Management Company will use the commitment approach, according to CSSF Circular 11/512, as amended by Circular 18/698 and article 47 of the CSSF Regulation 10/04, for determining the global exposure risk of the Sub-Fund. The Sub-Fund's total commitment to financial derivative instruments is limited to 100% of the Sub-Fund's total net assets, which is quantified as the sum, as an absolute value, of the individual commitments, after consideration of the possible effects of netting and coverage. The Sub-Fund will make use of financial derivatives instruments in a manner not to materially alter its risk profile over what would be the case if financial derivatives instruments were not used. The Management Company will ensure that the overall risk linked to derivatives does not exceed the total net value of the portfolio of the Sub-Fund. A total leverage of up to 100% over the Net Asset Value of the Sub-Fund is admissible. This percentage does not represent an additional investment restriction and may vary from time to time.
TAXE D'ABONNEMENT	The Sub-Fund is subject to a subscription tax at an annual rate which amounts to 0.05% of the Net Assets Value of the Sub-Fund and is calculated and payable quarterly on the basis of the Sub-Fund's Net Asset Value at the end of each quarter, except for the Shares reserved for Institutional Investors who may benefit from the reduced rate of0.01% i.e. Class S Shares.