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## PROSPECTUS - GENERAL SECTION

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### Luxembourg Specialist Investment Funds (3) SICAV

*qualifying as an investment company with variable capital*

*(société d'investissement à capital variable - SICAV)*

*Subject to part II of the law of 17 December 2010 relating to  
undertakings for collective investments*

THIS FUND IS A REGULATED INVESTMENT VEHICLE SUBJECT TO  
THE PRUDENTIAL SUPERVISION OF THE LUXEMBOURG  
SUPERVISORY AUTHORITY OF THE FINANCIAL SECTOR  
(COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER).

December 2025

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## **DIRECTORY**

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## Important Information

Please refer to Part A. "Part A - Summary of Terms of the Fund" for certain defined terms.

Luxembourg Specialist Investment Funds (3) SICAV is a public limited liability company (*société anonyme*) incorporated on 21 August 2023, organised under the laws of the Grand Duchy of Luxembourg as an investment company with variable share capital (*société d'investissement à capital variable*) (the "**Fund**") and qualifies as an alternative investment fund ("**AIF**") within the meaning of the AIFM Directive and the 2013 Law (each as defined below). The Fund is subject to part II of the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended or supplemented from time to time (the "**UCI Law**") and has been registered on the official list pursuant to Article 129 (1) of the UCI Law on 22 September 2023.

The Fund is registered with the Luxembourg Trade and Companies Register under number B279869. The latest version of the articles of association of the Fund (the "**Articles of Association**") is published on the *Recueil électronique des sociétés et associations* (RESA), the centralised electronic platform for information on companies and associations of the Grand-Duchy of Luxembourg on 31 August 2023.

The Fund has been authorised by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") which is the Luxembourg supervisory authority for the financial sector. However, such authorisation does not require the CSSF to approve or disapprove either the adequacy or accuracy of this Prospectus or the portfolio of Assets held by the Fund. Any declaration to the contrary should be considered as unauthorised and illegal.

The Fund is a single legal entity incorporated as an umbrella fund comprised of separate sub-funds within the meaning of the UCI Law corresponding to a distinct part of the Assets and liabilities of the Fund (the "**Sub-Funds**" and each, individually the "**Sub-Fund**").

Shares in the Fund are Shares in a specific Sub-Fund. Each Sub-Fund may issue Shares of different Share Classes or series of Share Classes, as described in the Articles of Association. Such Share Classes may each have specific characteristics. Certain Shares may be reserved to certain categories of Shareholders. Prospective investors should refer to Part A.3 (Shares) of this Prospectus for further information on characteristics of Share Classes.

**THE FUND IS AN UMBRELLA FUND WHICH SHALL INITIALLY COMPRISE ONE SUB-FUND. TO THE EXTENT THAT THE LAUNCH OF OTHER SUB-FUNDS IS ENVISIONED, THIS PROSPECTUS MAY BE SUBJECT TO FORMATTING AND LAYOUT CHANGES WITHOUT HAVING ANY SUBSTANTIAL IMPACT ON THE INFORMATION PROVIDED IN THIS PROSPECTUS. AMENDMENTS TO THIS PROSPECTUS AS A RESULT OF SUCH CHANGES WILL NOT BE CONSIDERED MATERIAL IN NATURE.**

As between investors, each portfolio of Assets corresponding to a specific Sub-Fund shall be invested for the exclusive benefit of such Sub-Fund. The Fund constitutes one single legal entity. However, with regard to third parties, in particular towards the Fund's creditors, each sub-fund shall be exclusively responsible for all liabilities attributable to it. Each sub-fund may be created for an unlimited or limited period of time as determined by the board of the directors of the Fund (the "**Board of Directors**"). The specifications for each particular Sub-Fund shall be set out in a supplement forming part of the Prospectus (the "**Supplement**"). For the purpose of determining the share capital of the Fund, the net

Assets attributable to each Sub-Fund shall, if not expressed in Euro (EUR), be converted into Euro (EUR) and the capital shall be the total of the net Assets of all Sub-Funds including all classes of Shares.

The Board of Directors has created a Sub-Fund named M&G Corporate Credit Opportunities ELTIF and may, at any time, create additional Sub-Funds within the meaning of article 181(1) of the UCI Law corresponding to a distinct part of the Assets and liabilities of the Fund. In such event, it shall assign a specific name to each Sub-Fund.

The AIFM is authorised as a full-scope alternative investment fund manager by the CSSF.

One or more Sub-Fund(s) may qualify as an ELTIF under Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European Long-term investment funds, as amended ("**ELTIF Regulation**"). In accordance with article 31(2) of the ELTIF Regulation and article 32 of the AIFMD, the AIFM has applied and received a marketing passport under the AIFMD to market the Shares to both Professional Investors and Retail Investors in the European Economic Area ("**EEA**") in respect of those Sub-Funds that qualify as ELTIFs. Accordingly, when the relevant Sub-Funds is marketed in the EEA as an ELTIF, Shares are available for purchase only by (i) Professional Investors, and (ii) Retail Investors fulfilling the eligibility requirements of the ELTIF Regulation.

Neither delivery of this Prospectus nor anything stated herein should be taken to imply that any information contained herein is correct as of any time subsequent to the date hereof. The distribution of this Prospectus and/or the offer and sale of the Shares in certain jurisdictions or to certain prospective investors may be restricted or prohibited by law.

The information contained in this Prospectus is supplemented by the financial statements and further information contained in the latest Annual Report, copies of which may be requested free of charge by a Shareholder at the registered office of the Fund. The first Annual Report will be available after the end of the first financial year of the Fund, as set out below.

No distributor/sub-distributor, agent, salesman or other person has been authorised to give any information or to make any representation other than those contained in the Prospectus and in the documents referred to herein in connection with the offer of Shares and, if given or made, such information or representation must not be relied upon as having been authorised.

The Board of Directors has taken all reasonable care to ensure that the facts stated herein are true and accurate in all material respects and that there are no material facts the omission of which would make any statement herein misleading, whether of fact or opinion. The Board of Directors accepts responsibility accordingly.

No Shares may be acquired or held by, on behalf or for the account or benefit of, persons who do not qualify as an Eligible Investor.

The distribution of this Prospectus in some jurisdictions may require the translation of this Prospectus into the languages specified by the regulatory authorities of those jurisdictions. In case of inconsistency between the translated and the English version of this Prospectus, the English version shall prevail.

The Fund must comply with applicable laws and regulations regarding the prevention of money laundering and terrorist financing. In particular, anti-money laundering measures in force in the Grand Duchy of Luxembourg require the Fund or its agents to establish and verify the identity of subscribers

for Shares (as well as the identity of any intended beneficial owners of the Shares if they are not the subscribers) and the origin of subscription proceeds and to monitor the relationship on an ongoing basis. Failure to provide information or documentation may result in delays in, or rejection of, any subscription or conversion application and/or delays in any redemption application.

The distribution of this Prospectus and supplementary documentation and the offering of Shares may be restricted in certain countries. Investors wishing to apply for Shares should inform themselves as to the requirements within their own country including any applicable exchange control regulations and any tax consequences of a transaction in Shares. A key information document ("KID") in compliance with the relevant provisions of Regulation (EU) 1286/2014, as amended, and Commission Delegated Regulation (EU) 2017/653 will be published for each Share Class available to Retail Investors. KIDs are provided to potential Retail Investors in good time prior to their subscription in the Fund and are (i) provided in a durable medium other than paper or (ii) available under [https://www.mandg.com/investments/professional-investor/en-lu/solutions/our-funds?categoryTab=SICAV&tab=fund-literature&\\_expanded=true](https://www.mandg.com/investments/professional-investor/en-lu/solutions/our-funds?categoryTab=SICAV&tab=fund-literature&_expanded=true) and can be obtained in paper form free of charge upon request from the Fund's registered office at the following address: 16, boulevard Royal L-2449 Luxembourg Grand Duchy of Luxembourg.

This Prospectus does not constitute an offer or solicitation by anyone in any country in which such offer or solicitation is not lawful or authorised, or to any person to whom it is unlawful to make such offer or solicitation.

When marketing Shares in any territory of the European Economic Area (EEA) (other than Luxembourg) to Professional Investors that are domiciled or have a registered office in the EEA, the Fund intends to utilise marketing passports in line with the provisions of the AIFM Directive.

Investors should note that not all of the protections provided under their relevant regulatory regime may apply and there may be no right to compensation under any such regulatory regime.

An investment in the Shares is only suitable for prospective Investors who have sufficient knowledge, experience and/or access to professional advisers to make their own financial, legal, tax and accounting evaluation of the associated risks and who have sufficient resources to bear any losses that may result from an investment in the Shares. Prospective investors should consider their own personal circumstances and seek additional advice from their financial adviser or other professional adviser as to possible financial, legal, tax and accounting implications of an investment in the Fund, which they might encounter under the laws of the countries of their citizenship, residence, or domicile and which might be relevant to, without limitation, the subscription, purchase, holding, redemption, conversion or disposal of the Shares. For more information, please refer to Part B.1 (Risk Factors), Part B.2 (Conflicts of Interest) and Part B.5 (Luxembourg Tax Considerations).

**THE VALUE OF THE SHARES MAY FALL AS WELL AS RISE AND A PROSPECTIVE INVESTOR MAY NOT GET BACK THE AMOUNT INITIALLY INVESTED. INVESTING IN THE FUND INVOLVES RISK INCLUDING THE POSSIBLE LOSS OF CAPITAL.**

## **PART A. SUMMARY OF TERMS OF THE FUND**

This General Section applies to all Sub-Funds set up under the umbrella structure of the Fund unless otherwise provided in the Supplement for a particular Sub-Fund. The specific features of each Sub-Fund are set forth in the Supplement.

### **1. INVESTMENT STRATEGY AND RESTRICTIONS**

#### **1.1 Investment strategy**

The Fund intends to provide access to private investments for Professional Investors and non-Professional Investors, including through selected intermediaries. In addition, certain of the Sub-Funds may qualify as ELTIFs under the ELTIF Regulation.

The corporate objective of the Fund is the collective investment of funds available to it in Assets in order to spread the investment risks and to ensure for the Shareholders the benefit of the results of the management of the Assets. The Board of Directors has determined the investment objective and investment policy of each of the Sub-Funds as described in the Supplements to this Prospectus.

The Board of Directors may determine, subject to the prior approval of the CSSF, investment restrictions or guidelines in respect of any Sub-Fund launched by the Fund from time to time. In accordance with applicable laws and regulations, Shareholders in the relevant Sub-Fund will be informed about the changes and, where required, will be given at least one month prior notice of any proposed material changes in order to arrange for the redemption of their Shares free of charge should they disagree with the proposed changes. In any case, there can be no assurance that the investment objective of any Sub-Fund will be attained.

The investment objective and investment policy of any Sub-Fund must be in compliance with the limits and restrictions set out in Part A.1.2 (Investment restrictions). In case of discrepancies, the rules and limits of the Supplements shall prevail.

#### **1.2 Investment restrictions**

- (a) The investment restrictions will be set out in the Supplement based on the investment strategy. To the extent applicable, the investment restrictions will be in compliance with the 2010 Law, the CSSF circulars (e.g. in particular Circular IML 91/75 and CSSF Circular 02/80) and all applicable laws and regulations.
- (b) Any investments in FDIs, including OTCs (as defined below), may be made in line with the conditions set forth in Part A.1.4 (Financial derivative instruments).
- (c) The Investment Manager's Thermal Coal Investment Policy

The provisions of this section 1.2 (c) will apply to a Sub-Fund where specified in the relevant Supplement for the relevant Sub-Fund. If no reference to this section 1.2 (c) is made in the Supplement for a Sub-Fund, then the provisions of this section will not apply to that Sub-Fund.



Where this section applies to a Sub-fund, it will apply from its Launch Date and the relevant Sub-fund(s) will be subject to the Investment Manager's Thermal Coal Investment Policy (the "**Coal Policy**") from that date onwards.

The Coal Policy enables the identification, engagement and ultimately exclusion of portfolio companies the Investment Manager believes are unable or unwilling to meet the Coal Policy's thresholds on coal-related investments and/or to adopt plans to transition away from thermal coal which are credible in the opinion of the Investment Manager (the "**Credible Transition Plans**") as set out within the timeframes stated below:

- to transition away from thermal coal by 2030 for portfolio companies in, or conducting thermal coal activities in, a member state of the OECD and/or the EU; and
- to transition away from thermal coal by 2040 for all other portfolio companies conducting thermal coal activities.

Please note that not all types of assets are in scope of the Coal Policy. For further information on the Coal Policy's scope and implementation, investors should refer to <https://www.mandgplc.com/sustainability/environment/coal>.

### 1.3 **Borrowing policy**

Unless otherwise stated in the Supplements and subject to the limits of the ELTIF Regulation where applicable, borrowings may be utilised at Sub-Fund level for investment purposes on a permanent basis, as bridge financing and to fund expense disbursements when liquid funds are not readily available. For the avoidance of doubt, each Sub-Funds may, in addition, give security by using security arrangements which do not result in a transfer of ownership or which limit the counterparty risk by other means.

It remains understood that specific borrowing and leverage limits specified in the relevant Supplement remain applicable to each Sub-Fund in accordance with ELTIF Regulation and provisions of the 2013 Law applicable, from time to time, to such Sub-Fund.

The Assets of a Sub-Fund may be charged as security for any such borrowings.

### 1.4 **Financial derivative instruments**

Provided that this is set out in the relevant Supplement and subject to the limits of the ELTIF Regulation if applicable, a Sub-Fund may invest in financial derivative instruments ("**FDIs**") either for hedging purposes or for a purpose other than hedging (such as generating additional capital or income or for reducing costs or risk), as further described for each Sub-Fund in the relevant Supplement.

The FDIs can include options, forwards, and futures contracts on financial instruments and options thereon as well as over-the-counter ("**OTC**") swap transactions on all types of financial instruments.

FDIs have to be dealt on an organised market or OTC with financial institutions subject to prudential supervision (such as credit institutions or investment firms). Under no circumstances shall these

operations cause a Sub-Fund to diverge from its investment objective as laid down in this Prospectus or result in additional risk higher than its risk profile as described in the relevant Supplement.

The AIFM will use a process for accurate and independent assessment of the value of financial derivatives in accordance with applicable laws and regulations. In order to limit the exposure of a Sub-Fund to the risk of default of the counterparty under financial derivatives, a Sub-Fund may receive cash or other Assets as collateral, unless otherwise specified in Part A.1.6 (Collateral policy).

If a Sub-Fund invests in FDIs, information on the associated costs and fees incurred by each Sub-Fund as well as the identity of the recipients and any affiliation they have with the Depositary or the AIFM, if applicable, will be made available in the Annual Report.

## **1.5 Efficient portfolio management**

Provided that this is set out in the relevant Supplement and subject to the limits of the ELTIF Regulation, if applicable, a Sub-Fund may enter into securities financing transactions (as such terms are defined in the SFTR) and total return swaps.

The selection of counterparties to securities lending transactions, repurchase transactions or total return swaps will generally be financial institutions based in an OECD member state which have an investment grade credit rating, which the AIFM believes to be creditworthy. The credit analysis of the counterparties is tailored to the intended activity and may include, but is not limited to, a review of the management, liquidity, profitability, corporate structure, regulatory framework in the relevant jurisdiction, capital adequacy and asset quality. While there are no predetermined legal status or geographical criteria applied in the selection of the counterparties, these elements are typically taken into account in the selection process. The selected counterparties will comply with the provisions of Article 4 of the SFTR. Details of the selection criteria and a list of approved counterparties will be available in the relevant Supplement.

All details relating to securities financing transactions are disclosed in the relevant Supplement.

### **1.5.1 SFTR**

Security financing transactions ("**SFTs**") are defined as (i) a repurchase transaction, (ii) securities or commodities lending and securities or commodities borrowing, (iii) a buy-sell back transaction or sell-buy back transaction, and (iv) a margin lending transaction. The relevant Sub-Fund Supplement will specify whether the Sub-Fund may enter into SFTs.

In compliance with the relevant provisions of the SFTR and where specified in its Supplement, and in compliance with the ELTIF Regulation, to the extent applicable, a Sub-Fund may enter into securities lending transactions as lender of securities or instruments. Securities lending transactions are, in particular, subject to the following conditions:

- (a) the counterparty must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law;
- (b) a Sub-Fund may only lend securities or instruments to a borrower either directly, through a standardised system organised by a recognised clearing institution or through a lending system organised by a financial institution subject to prudential

supervision rules considered by the CSSF as equivalent to those provided by EU law and specialised in this type of transaction; and

- (c) a Sub-Fund may only enter into securities lending transactions provided that it is entitled at any time, under the terms of the agreement, to request the return of the securities or instruments lent or to terminate the agreement.

Total return swaps ("**TRS**") and contracts for difference ("**CFDs**") may also be used by Sub-Funds (subject to their respective investment objectives and strategies and applicable laws and regulations): (i) for Sub-Funds which are subject to the ELTIF Regulation for hedging purposes only in accordance with the ELTIF Regulation; and (ii) for Sub-Funds which are not subject to the ELTIF Regulation for efficient portfolio management purposes and/or to help meet the investment objective of the Sub-Fund.

TRS involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of Assets against the right to make fixed or floating payments. Sub-Funds may enter into swaps as either the payer or receiver of payments under such swaps.

The proportion of a Sub-Fund's Net Asset Value which is subject to SFTs is set out in the relevant Sub-Fund Schedule.

All returns generated from the use of repurchase transactions, TRS and CFDs will be paid to the relevant Sub-Fund.

#### 1.5.2 Repurchase agreements and buy-sell back transactions

Repurchase agreements consist of transactions whereby a party sells securities or instruments to a counterparty, subject to a commitment to repurchase them, or substituted securities or instruments of the same description, from the counterparty at a specified price on a future date specified, or to be specified, by the transferor.

Buy-sell back transactions consist of transactions whereby a party buys or sells securities or instruments to a counterparty, agreeing, respectively, to sell to or buy back from that counterparty securities or instruments of the same description at a specified price on a future date.

In compliance with the relevant provisions of the SFTR and where specified in its Supplement, and in compliance with the ELTIF Regulation, to the extent applicable, a Sub-Fund may enter into repurchase agreements and/or buy-sell back transactions as buyer or seller of securities or instruments. Such transactions are, in particular, subject to the following conditions:

- (a) the counterparty must be subject to prudential supervision rules considered by the CSSF as equivalent to those prescribed by EU law;
- (b) a Sub-Fund must be able, at any time, to terminate the agreement or recall the full amount of cash in a reverse repurchase agreement or buy-sell back transaction (on either an accrued basis or a mark-to-market basis) or any securities or instruments subject to a repurchase agreement or sell-buy back transaction. Fixed-term transactions that do not exceed seven days should be considered as arrangements on terms that allow cash or Assets to be recalled at any time;

- (c) if a Sub-Fund acts as the seller, it must maintain sufficient liquid Assets to repurchase and/or buy-back the securities on maturity of the agreement; and
- (d) the securities acquired under a repurchase agreement and/or buy-sell back agreement may not be sold unless a Sub-Fund has other means of coverage at its disposal.

## 1.6 Collateral policy

This section sets out the overall approach adopted by the AIFM for the management of collateral received for the benefit of each Sub-Fund in the context of FDIs as well as efficient portfolio management techniques. A Sub-Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a Member State, one or more of its local authorities, a third country, or a public international body to which one or more Member States belong. A Sub-Fund that intends to be fully collateralised in securities issued or guaranteed by a Member State will disclose this fact in the relevant Supplement.

### 1.6.1 Eligible collateral

To mitigate counterparty credit risk, a Sub-Fund may ensure that collateral is called for from counterparties on a timely basis.

Counterparty exposure may be reduced by where the counterparty provides the portfolio with collateral and a portfolio may disregard counterparty risk where the value of the collateral, valued at market price and taking into account appropriate discounts, exceeds the value of the amount of the portfolio's exposure to the relevant counterparty at any given time.

Collateral received by a portfolio from a counterparty in order to reduce counterparty exposure must at all times meet with the following criteria:

- (a) **Valuation:** Collateral received should be valued on at least a daily basis and Assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place. Any collateral received by a portfolio in respect of SFT transactions will meet the requirements set out in the Prospectus and be valued in accordance with the provisions of Part B.4.1 (Calculation of the Net Asset Value) thereof and valuations will be marked to market daily and variation margin will be applied daily, as necessary;
- (b) **Issuer credit quality:** Collateral received should be of high quality. A Sub-Fund shall ensure that (i) where the issuer was subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by a Sub-Fund in the credit assessment process; and (ii) where an issuer is downgraded below the two highest short-term credit ratings by the credit rating agency referred to in (i) this shall result in a new credit assessment being conducted of the issuer by a Sub-Fund without delay;
- (c) **Correlation:** Collateral received should be issued by an entity that is independent from the counterparty and is not expected, on reasonable grounds to display a high correlation with the performance of the counterparty;

- (d) **Diversification:** Collateral should be sufficiently diversified in terms of country, markets and issuers;
- (e) **Immediately Available:** Collateral received should be capable of being fully enforced by the portfolio at any time without reference to or approval from the counterparty.

Where there is a title transfer, the collateral received will be held by the Depositary, or its agent. For other types of collateral arrangement, the collateral may be held by a third party custodian which is subject to prudential supervision and which is unrelated to the provider of the collateral.

Cash collateral may only be invested as follows:

- (f) placed on deposit with a credit institution that is within any of the categories set out in the provisions adopted by the AIFM;
- (g) invested in high quality government bonds;
- (h) used for the purpose of reverse repurchase agreements provided that the transactions are with credit institutions that are within any of the categories set out in provisions adopted by the AIFM; or
- (i) invested in a short-term money market fund as defined in article 2(14) of the MMF Regulation or a short-term money market fund as defined in the provisions adopted by the AIFM.

Re-invested cash collateral will be diversified in accordance with the diversification requirements applicable to non-cash collateral. Invested cash collateral may not be placed on deposit with, or invested in securities issued by, the counterparty or a related entity.

In the event that a portfolio receives collateral for at least thirty percent (30%) of its net Assets, it will implement a stress testing policy to ensure that regular stress tests are carried out under normal and exceptional liquidity conditions in order to allow it to assess the liquidity risk attached to collateral. This stress-testing policy shall have the following components:

- (a) design of stress test scenario analysis including calibration, certification and sensitivity analysis;
- (b) empirical approach to impact assessment, including back-testing of liquidity risk estimates;
- (c) reporting frequency and the threshold(s) for limits and losses; and
- (d) mitigation actions to be taken to reduce loss including haircut policy and gap risk protection.

Collateral passed to an OTC counterparty by or on behalf of a portfolio must be taken into account in calculating the portfolio's counterparty exposure. Collateral passed may be taken into account on a net

basis only if a Sub-Fund is able to legally enforce netting arrangements with the relevant counterparty on behalf of the portfolio. The portfolio may net derivative positions with the same counterparty, provided that a Sub-Fund is able to legally enforce netting arrangements with the relevant counterparty. Netting is only permissible with respect to OTC FDI with the same counterparty and not in relation to any other exposures the portfolio may have with the same counterparty.

#### 1.6.2 Level of collateral

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

#### 1.6.3 Haircut policy

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

The Investment Manager has adopted a documented haircut policy in respect of each Sub-Fund. This 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. Each decision to apply a specific haircut or to refrain from applying any haircut, to any specific class of Assets will be justified and documented. The value of the collateral, adjusted in light of the haircut policy, will be used to reduce or offset the value of the relevant counterparty exposure.

#### 1.6.4 Centrally-cleared OTC derivatives

The Fund may enter into OTC derivatives cleared through a clearinghouse that serves as a central counterparty. For these trades, the Fund will post and/or receive collateral for the benefit of a Sub-Fund in the form of margin payments, as agreed with the clearing broker in accordance with the rules of the applicable clearinghouse, including rules on acceptable forms of collateral, collateral level, valuation and haircuts. The Fund will ensure that variation margin receivable from the clearing broker is consistent with its collateral policy. Central clearing is designed to reduce counterparty credit risk and increase liquidity compared to bilaterally-cleared OTC derivatives, but it does not eliminate those risks completely, as described in Part B.1.

### 1.7 **European Long-Term Investment Fund ("ELTIF")**

ELTIFs are of a hybrid nature combining characteristics of undertakings for collective investment in transferable securities ("**UCITS**"), including the risk diversification rules, the investment limits and the possibility to market to Retail Investors, with features of AIFs, such as the appointment of an AIFM and of a depositary, the diversity of asset classes (including illiquid Assets) and the structural flexibility.

### **Portfolio composition and diversification rules of an ELTIF**

In accordance with article 13 of the ELTIF Regulation, an ELTIF shall, as from the end of a ramp-up period defined in the relevant Supplement, where applicable, invest at least fifty-five (55%) of its capital in Eligible Investment Assets. It should be noted that the relevant asset class is considered to be eligible for an ELTIF, if the relevant asset class is invested in, issued by, granted to or held via a Qualifying Portfolio Undertaking.

Pursuant to recital (4a) of the ELTIF Regulation, the intention of the ELTIF Regulation is to channel capital towards European long-term investments in the EU real economy.

The eligible investment Assets:

- (a) are generally illiquid;
- (b) require commitments for a certain period of time and have an economic profile of a long term nature;
- (c) are non-transferable securities and thus do not have access to the liquidity of secondary markets;
- (d) often require fixed-term commitments which restrict their marketability.

Nevertheless, as listed SMEs may face problems of liquidity and access to the secondary market, they should also be considered to be qualifying portfolio undertakings.

As from the end of a ramp-up period defined in the relevant Supplement, where applicable, a maximum of forty-five (45%) of the capital of an ELTIF may be invested in Assets which are eligible under article 50(1) of the UCITS Directive.

In addition, article 13(2) of the ELTIF Regulation provides diversification requirements with respect to the eligible investments in a single Qualifying Portfolio Undertaking and/or a real asset.

In particular, an ELTIF shall invest no more than:

- (a) 20 % of its capital in instruments issued by, or loans granted to, any single Qualifying Portfolio Undertaking;
- (b) 20 % of its capital directly or indirectly in a single real asset;
- (c) 20 % of its capital in units or shares of any single ELTIF, EuVECA or EuSEF, UCITS or EU AIF managed by EU AIFM;
- (d) 10 % of its capital in UCITS Eligible Assets where those Assets have been issued by any single body.

In the event that an ELTIF infringes the diversification requirements and the infringement is beyond the control of the AIFM of the ELTIF, the AIFM of the ELTIF shall, within an appropriate period of time, take

such measures as necessary to rectify the position, taking due account of the interests of the investors in the ELTIF.

Pursuant to article 17 of the ELTIF Regulation, the investment limit of fifty-five (55%) of the capital of an ELTIF in Eligible Investment Assets will not apply during the ramp-up and during the exit period once the ELTIF starts to sell the Assets. During the life of the ELTIF it is also possible to temporarily suspend for a maximum of 12 months the investment limit where the ELTIF raises additional capital or reduces its existing capital.

Due to its long-term nature, an ELTIF shall not:

- short sell its Assets;
- take any direct or indirect exposure to commodities;
- enter into securities lending/borrowing/repurchase transactions, if thereby more than ten percent (10%) of the Assets of the ELTIF are affected; and
- make use of FDIs, except where the use of such instruments solely serves the purpose of hedging the risks inherent to other investments of the ELTIF.

### **Borrowing**

In addition, the ELTIF Regulation provides conditions and limits in respect of borrowing cash as further set out in the relevant Supplement, where applicable.

### **Lifecycle of an ELTIF**

As per article 18(3) of the ELTIF Regulation, the life of the ELTIF shall be consistent with its long-term nature and the life of the ELTIF shall be compatible with the life cycles of each of the individual Assets of the ELTIF.

Typically, the ELTIF life cycle may be summarised as follows: (i) an investment period with a certain ramp-up period regarding the portfolio composition and the risk diversification for illiquid Assets, (ii) a holding period, (iii) the end of life of the ELTIF commencing the final exit strategy and (iv) the term of the ELTIF ending with the liquidation of the ELTIF.

### **Redemption of shares**

ELTIFs are closed-end funds and therefore, in general, investors in an ELTIF shall not be able to request the redemption of their units or shares before the end of the life of the ELTIF. However, as per article 18(2) of the ELTIF Regulation, by way of derogation, and subject to prior CSSF's approval, redemptions may be allowed prior to the end of the life of the ELTIF provided that, inter alia, the AIFM puts in place an appropriate liquidity management system and a redemption policy which ensures a fair treatment of Shareholders.



## **2. MANAGEMENT AND ADMINISTRATION**

### **2.1 Board of Directors**

The members of the Board of Directors will be elected by the general meeting of Shareholders subject to the approval of the CSSF. The Board of Directors is vested with powers to act on behalf of the Fund and to take any actions necessary or useful to fulfil the Fund's corporate purpose, subject to the powers expressly assigned by law or the Articles of Association at a general meeting of Shareholders.

The Board of Directors is responsible for conducting the overall management and business affairs of the Fund in accordance with the Articles of Association. In particular, the Board of Directors is responsible for defining the investment objective and policy of the Sub-Funds and their risk profile, subject to the principle of risk diversification, and for the overall supervision of the management and administration of the Fund, including the selection and supervision of the AIFM and the general monitoring of the performance and operations of the Fund.

For the current composition of the Board of Directors, please refer to the Directory.

### **2.2 AIFM**

The Fund has appointed the AIFM as its alternative investment fund manager in accordance with the provisions of the 2013 Law, the 2010 Law and pursuant to the Management Agreement.

The AIFM is a Luxembourg public limited liability company (*société anonyme*) having its registered office at 16 Boulevard Royal, L-2449 Luxembourg and which is registered with the Register of Commerce and Companies under number B 170483. The AIFM is authorised and regulated by the CSSF in Grand Duchy of Luxembourg under the 2013 Law.

The relationship between the Fund and the AIFM is subject to the terms of the Management Agreement. Under the terms of the Management Agreement and the 2013 Law, the AIFM is responsible for the portfolio and risk management of the Fund as well as for certain other management and administrative functions pursuant to the 2013 Law and 2010 Law.

The AIFM manages liquidity risk taking into account the investment strategy and the liquidity profile of the Fund in full compliance with CSSF Circular 20/752 and ESMA Guidelines 24-39-897 on liquidity stress testing in UCITS and AIFs. For this purpose, it seeks to ensure that sufficient immediately liquid Assets are available to mitigate potential cash outflows caused by stressed market environments. Subject to Article 18 of the 2013 Law and the AIFM Directive Level 2 Regulation, the AIFM can delegate its functions to third parties. The AIFM may delegate the portfolio management of a Sub-Fund to an investment manager as set out in the relevant Supplement. Such investment manager may in turn delegate to a Sub-Investment Manager as set out in the relevant Supplement.

The AIFM complies with regulatory duties and obligations (which, for the avoidance of doubt, includes the AIFMD, the AIFMD Level 2 Regulation and the ELTIF Regulation, as applicable) to, at all times (a) act honestly, with due skill, care and diligence and fairly in conducting its activities; (b) act in the best interests of each AIF or the investors of each AIF it manages and the integrity of the market; (c) have and employ effectively the resources and procedures that are necessary for the proper performance of its business activities; (d) take all reasonable steps to avoid conflicts of interest, including specific risks related to co-investments, and, when such a conflict cannot be avoided, take steps in order to prevent

such a conflict from adversely affecting the interests of each AIF and its investors and to ensure that each AIF it manages is fairly treated; (e) comply with all regulatory requirements applicable to the conduct of its business activities so as to promote the best interests of each AIF or the investors of each AIF it manages and the integrity of the market; and (f) treat all AIF investors fairly.

The AIFM holds additional own funds to cover potential professional liability risks in an amount equal to 0.01 % of the value of the portfolios of the AIFs it manages.

### 2.3 Investment Managers

The AIFM has delegated portfolio management (including investment decision making to M&G Investment Management Limited (the "**Investment Manager**") under an investment management agreement (the "**Investment Management Agreement**").

In accordance with the requirements of AIFMD, the liability of the AIFM to the Fund and its Shareholders shall not be affected by the delegation of the investment management services to the Investment Manager.

The AIFM remains responsible for all acts and omissions of the Investment Manager providing that such acts and omissions relates to the Fund and refers to such functions delegated to the Investment Manager by the AIFM.

The Investment Manager is wholly owned by M&G FA Limited which was incorporated in England as a private limited company on 4 April 1972 under registration number 01048359. M&G FA Limited is ultimately owned by M&G plc.

The Investment Manager may appoint one or more affiliates of the M&G group to provide dealing services in respect of a Sub-Fund or part of a Sub-Fund's portfolio.

### 2.4 Administrator

The Fund and the AIFM have jointly appointed State Street Bank International GmbH, Luxembourg Branch as administrative, registrar and transfer agent and as domiciliary agent of the Fund (as such, or any other entity appointed as administrative, registrar and transfer agent and as domiciliary agent of the Fund, the "**Administrator**") pursuant to the Administration Agreement.

The Administrator is authorised and regulated by the CSSF in Luxembourg under the 1993 Law.

The relationship between the Fund, the AIFM and the Administrator is subject to the terms of the Administration Agreement. Under the terms of the Administration Agreement, the Administrator will carry out all general administrative duties related to the administration of the Fund required by Luxembourg law, namely (i) calculate the Net Asset Value per Share, maintain the accounting records of the Fund and perform accounting services; (ii) perform the registrar services such as the maintenance of books and records of the Fund as well as process all subscriptions, redemptions, conversions, and transfers of the Shares, and register these transactions in the register of Shareholders and (iii) perform the client communication services such as disseminating distribution notices and distributing audited financial statements to Shareholders. In addition, as registrar and transfer agent of the Fund, the Administrator may also be in charge of collecting the required information and performing verifications on Shareholders to comply with applicable anti-money laundering rules and regulations. The Administrator

shall not, in the absence of fraud, negligence or willful default, be liable to the Fund or to any Shareholder for any act or omission in the course of or in connection with the discharge by the Administrator of its duties. The Fund has agreed to indemnify the Administrator or any persons appointed by it from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the fraud, negligence or willful default on the part of the Administrator), which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties hereunder, under the terms and conditions of the Administration Agreement.

The Administrator is not responsible for any investment decisions of the Fund or the effect of such investment decisions on the performance of the Fund. For the avoidance of doubt, the Administrator has not been appointed by the AIFM as the "external valuer" (within the meaning of the AIFMD) for the Assets of the Fund.

The Administration Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than ninety (90) days' prior written notice. The Administration Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The Administration Agreement may be terminated by the AIFM with immediate effect if this is deemed by the AIFM to be in the interest of the Shareholders. The Administration Agreement contains provisions exempting the Administrator from liability and indemnifying the Administrator in certain circumstances. However, the liability of the Administrator towards the AIFM and the Fund will not be affected by any delegation of functions by the Administrator.

The AIFM and the Fund reserve the right to change the administration arrangements described above by agreement with the Administrator and/or to appoint another service provider in Luxembourg to carry out the functions of Administrator. Shareholders will be notified in due course.

## **2.5 Depositary**

The Fund has appointed State Street Bank International GmbH, Luxembourg Branch as its Depositary within the meaning of the 2010 Law, the 2013 Law, the Articles of Association and pursuant to the Depositary Agreement.

State Street Bank International GmbH, Luxembourg Branch has its registered office at 49, Avenue J.F. Kennedy, L-1855 Luxembourg, registered in the Luxembourg Commercial and Companies' Register (RCS) under number B 148 186, the Luxembourg branch of State Street Bank International GmbH, a limited liability company incorporated and existing under the laws of Germany, having its registered office at Brienner Str. 59, 80333 München, Germany and registered in the commercial register of the local court of Munich under registration number HRB 42872. It is a credit institution supervised by the European Central Bank (ECB), the German Federal Financial Services Supervisory Authority (BaFin) and the German Central Bank.

State Street Bank International GmbH, Luxembourg Branch is authorised by the CSSF in Luxembourg in accordance with Directive 2006/48/EC as implemented in Luxembourg by the 1993 Law.

State Street Bank International GmbH is a member of the State Street group of companies having as their ultimate parent State Street Corporation, a US publicly listed company.

The relationship between the Fund, the AIFM and the Depositary is subject to the terms of the Depositary Agreement. Under the terms of the Depositary Agreement, the Depositary is responsible for the safekeeping of all the Assets of the Fund, which will be held either directly or through other financial institutions (including any affiliates of the group) to which the Depositary has delegated in accordance with the 2013 Law all or part of its safe-keeping duties according to the Depositary Agreement.

### **Depositary's functions**

The Depositary has been entrusted with following main functions:

- ensuring that the sale, issue, repurchase, redemption and cancellation of Shares are carried out in accordance with applicable law and the Articles of Association.
- ensuring that the value of the Shares is calculated in accordance with applicable law and the Articles of Association.
- carrying out the instructions of the AIFM or the Fund unless they conflict with applicable law and the Articles of Association.
- ensuring that in transactions involving the Assets of the Fund any consideration is remitted within the usual time limits.
- ensuring that the income of the Fund is applied in accordance with applicable law and the Articles of Association.
- monitoring of the Fund's cash and cash flows.
- safe-keeping of financial instruments to be held in custody and ownership verification and record keeping in relation to other Assets.

The Depositary shall assume its duties and responsibilities in accordance with the provisions of the 2010 Law, the 2013 Law and the ELTIF Regulation, when applicable. The Depositary must act honestly, fairly, professionally, independently and in the interest of the Fund and its Shareholders.

### **Depositary's liability**

In the event of a loss of a financial instrument held in custody, determined in accordance with the AIFMD, and in particular Article 100 of the AIFM Directive Level 2 Regulation, the Depositary shall return financial instruments of identical type or the corresponding amount to the Fund without undue delay.

The Depositary shall not be liable if it can prove that the loss of a financial instrument held in custody has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary pursuant to the AIFMD.

The Depositary is indemnified by the Fund against all liabilities suffered or incurred by the Depositary by reason of the proper performance of the Depositary's duties under the terms of the Depositary Agreement save where any such liabilities arise as a result of the Depositary's negligence, fraud, bad faith, wilful default or recklessness of the Depositary or the loss of financial instruments held in custody.

The Depositary will be liable to the Fund for all other losses suffered by the Fund as a result of the Depositary's negligent or intentional failure to properly fulfil its obligations pursuant to the AIFMD.

The Depositary shall not be liable for consequential or indirect or special damages or losses, arising out of or in connection with the performance or non-performance by the Depositary of its duties and obligations.

### **Delegation**

The Depositary has full power to delegate the whole or any part of its safe-keeping functions but its liability will not be affected by the fact that it has entrusted to a third party some or all of the Assets in its safekeeping. The Depositary's liability shall not be affected by any delegation of its safe-keeping functions under the Depositary Agreement.

The process of appointing such delegates and their continuing oversight follows the highest quality standards, including the management of any potential conflict of interest that should arise from such an appointment. Such delegates must be subject to effective prudential regulation (including minimum capital requirements, supervision in the jurisdiction concerned and external periodic audit) for the custody of financial instruments. In case of delegation of the performance of its safekeeping function in respect of certain Assets, the liability of the Depositary will not be affected by the fact that it has entrusted the safekeeping function to a third party, save where this liability is lawfully discharged to a delegate (such discharge will be notified to the Shareholders of the Fund) or where the loss of financial instruments arises as a result of an external event beyond reasonable control of the Depositary as provided for under the AIFMD. For a Sub-Fund that qualifies as an ELTIF and which is marketed to Retail Investors, the Depositary shall not be able to discharge itself of liability in the event of a loss of financial instruments held in custody by a third party.

Where the Depositary has delegated the safekeeping of the Assets to an entity within the same corporate group as the Depositary, it shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such group link(s) and shall take all reasonable steps to avoid conflicts of interests thereon by ensuring that its functions comply with the Regulation (EU) 2016/438 as applicable. Where such conflicts of interests cannot be avoided, the Depositary will ensure that are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Fund and its Shareholders.

A list of these delegates and sub-delegates for its safekeeping duties is available on the website below, which is correct as of the date of this Prospectus:

<https://www.statestreet.com/disclosures-and-disclaimers/lu/subcustodians>

Such list may be updated from time to time. Updated information on the Depositary's custody duties, delegations and sub-delegations, including a complete list of all (sub-) delegates and conflicts of interest that may arise, may be obtained, free of charge and upon request, from the Depositary.

### **Global Conflicts of Interest policy**

State Street has implemented a global policy laying down the standards required for identifying, assessing, recording and managing all conflicts of interest which may arise in the course of business. Each State Street business unit, including the Depositary, is responsible for establishing and maintaining

a “*Conflicts of Interest Program*” for the purpose of identifying and managing organizational conflicts of interest that may arise within the business unit in connection with providing services to its clients or in delivering its functional responsibilities.

Up-to-date information on the Depositary, its duties, any conflicts that may arise, the safe-keeping functions delegated by the Depositary, the list of delegates and sub-delegates and any conflicts of interest that may arise from such a delegation will be made available to Shareholders on request.

At the date of this Prospectus, there is no conflict of interest arising from any delegation of the functions of safekeeping of the Assets of the Fund.

The Depositary Agreement has no fixed duration and each party may, in principle, terminate the agreement on not less than six (6) months’ prior written notice. The Depositary Agreement may also be terminated on shorter notice in certain circumstances, for instance where one party commits a material breach of its obligations. The new depositary must be designated to carry out the duties and assume the responsibilities of the Depositary, as defined in the agreement signed to this effect. The replacement of the Depositary shall happen within two months.

The Depositary shall be liable to the Fund and the Shareholders for the loss of a financial instrument held in custody by the Depositary or by a third party to whom the Depositary has delegated custody of such financial instrument. The Depositary’s liability is governed by Luxembourg law. Save in the cases where the 2013 Law or the ELTIF Regulation specifies otherwise, the Depositary will only be held liable in the cases of negligence, serious misconduct or intent.

## **2.6 The Distributors/Sub-Distributors**

One or more Distributors will be appointed by the Fund and the AIFM, each in respect of one or more Sub-Funds and one or more Share Classes. Besides the requirements applicable generally to the distribution of financial instruments, each Distributor or Sub-Distributor, as applicable, will be responsible for ensuring that potential investors comply with the eligibility criteria laid down in this Prospectus and the relevant Supplement, that the relevant Sub-Fund’s investments are suitable for Eligible Investors regarding their experience, financial situation and investment objectives and for implementing KYC and AML policies.

The AIFM will perform marketing of a Sub-Fund that qualifies as an ELTIF directly to Professional Investors however the Fund and AIFM will appoint one or more Distributors to market a Sub-fund that qualifies as an ELTIF to Retail Investors.

For the avoidance of doubt, the AIFM will not market any Sub-Fund that qualifies as an ELTIF directly to Retail Investors.

## **2.7 Auditor**

The Fund has appointed Ernst & Young as its independent auditor (*réviseur d’entreprises agréé* – “**Auditor**”) within the meaning of the 2010 Law. The Auditor is elected by the general meeting of Shareholders. The Auditor will inspect the accounting information contained in the Annual Report and fulfil other duties prescribed by the 2010 Law.

## **2.8 Execution of transactions**

The AIFM has adopted a best execution policy with the objective of obtaining the best possible result for the Fund when executing decisions to deal on behalf of the Fund or placing orders to deal on behalf of the Fund with other entities for execution. Further information on the best execution policy may be obtained from the AIFM upon request.

## **3. SHARES**

### **3.1 Shares, Sub-Funds and Share Classes**

#### **3.1.1 Shares**

The share capital of the Fund is represented by fully paid up Shares of no par value. The share capital of the Fund is at all times equal to the Net Asset Value of the Fund, which is the total Net Asset Value of all Sub-Funds expressed in the Reference Currency of the Fund. The share capital of the Fund must at all times be at least equal to the minimum required by the 2010 Law, which is currently one million two hundred and fifty thousand euro (EUR 1,250,000.-). Such minimum capital must be reached within a period of six (6) months after the date on which the Fund has been authorised as an investment company with variable share capital under the 2010 Law.

The Shares will be issued in registered form only and without certificates. Written confirmation of registration will be issued upon request and at the expense of the requesting Shareholder. The registration of a Shareholder in the register of Shareholders of the Fund evidences the shareholder's ownership right of the Shares in a Sub-Fund.

The Fund will recognise only one single Shareholder per Share. In the event that a Share is owned by several persons, they must appoint a single representative who will represent them towards the Fund. The Fund has the right to suspend the exercise of all rights attached to that Share until such representative has been appointed.

The Shares carry no preferential or pre-emptive rights: the Fund is authorised without limitation to issue an unlimited number of fully paid up Shares on any date indicated in the relevant Supplement without reserving to existing Shareholders a preferential or pre-emptive right to subscribe for the Shares to be issued.

Each Share entitles the Shareholder to one (1) vote at all general meetings of Shareholders of the Fund and at all meetings of a Sub-Fund or Share Class concerned. In cases where an investor invests in a Sub-Fund through a nominee or other intermediary, it may not always be possible for the investor to exercise certain Shareholder rights directly against a Sub-Fund or the Fund.

Fractions of the Shares will be issued up to three (3) decimal places. Such fractional Shares will be entitled to participate on a pro rata basis in the net Assets attributable to a Sub-Fund or Share Class to which they belong in accordance with their terms, as set out in this Prospectus. Fractions of Shares do not confer any voting rights on their holders. However, if the sum of the fractional Shares held by the same Shareholder in the same Share Class represents one or more entire Shares, such Shareholder will benefit from the corresponding voting right attached to the number of entire Shares.

The Shares are each entitled to participate in the net Assets allocated to the relevant Sub-Fund or Share Class in accordance with their terms, as set out in the Supplements. Unless otherwise set out in the relevant Supplement, the Shares will be issued on or around each date specified in the relevant Supplement and entitled to participate in the net Assets of a Sub-Fund or Share Class as of that point, as described in more detail in the Supplement of each Sub-Fund and Part A.3.4 (Subscriptions and Commitments for Shares). Unless otherwise set out in the relevant Supplement, the Shares will be redeemed on each Redemption Day and entitled to participate in the net Assets of a Sub-Fund or Share Class until and including that point, as described in more detail in Part A.3.5 (Redemption of Shares).

The Shares redeemed will generally be cancelled unless the Board of Directors acting on behalf of the Fund decides otherwise.

### 3.1.2 Sub-Funds

The Fund is a single legal entity incorporated as an umbrella fund comprised of separate Sub-Funds. Each Share issued by the Fund is a share in a specific Sub-Fund. Each Sub-Fund has a specific investment objective and policy as further described in its Supplement. A separate portfolio of Assets is maintained for each Sub-Fund and invested for its exclusive benefit in accordance with its investment objective and policy.

Each Sub-Fund shall be exclusively responsible for all liabilities attributable to it. As a consequence, the Assets of each Sub-Fund may only be used to meet the debts, liabilities and obligations attributable to that Sub-Fund. In the event that, for any reason, the liabilities arising in respect of the creation, operation and liquidation of a Sub-Fund exceed the Assets allocated to it, creditors will have no recourse against the Assets of any other Sub-Fund to satisfy such deficit. Assets and liabilities are allocated to each Sub-Fund in accordance with the provisions of the Articles of Association, as set out in Part B.4.2 (Valuation procedure).

Each Sub-Fund may be established for an unlimited or limited duration as specified in its Supplement. In the latter case, upon expiry of the term, the Board of Directors may extend the duration of a Sub-Fund. Shareholders will be notified following each extension. At the expiry of the term of a Sub-Fund (or as otherwise provided in the relevant Supplement), the Fund will redeem all the Shares in that Sub-Fund. The relevant Supplement will indicate the term of each Sub-Fund and its extension, where applicable.

Additional Sub-Funds may be established from time to time subject to prior CSSF's approval and without the consent of Shareholders in other Sub-Funds. A new Supplement will be added to this Prospectus for each new Sub-Fund established.

### 3.1.3 Share Classes

Each Sub-Fund may offer several Share Classes, as set out in the relevant Supplement.

The Sub-Funds may offer several Share Classes, as set out in the Supplements. Different features such as fee structure, minimum subscription or holding amounts, currency, hedging techniques or distribution policy, convertibility, distributions or other distinctive features may be offered in each Share Class of a Sub Fund and will be made in accordance with the terms set out in the relevant Supplement.



Additional Share Classes may be established in any Sub-Fund from time to time without the approval of Shareholders of the relevant Sub-Fund. New Share Classes will be added to the relevant Supplement. Such new Share Classes may be issued on terms and conditions that differ from the existing Share Classes in that Sub-Fund. The list and details of the Share Classes established within each Sub-Fund, if any, will be set out in the Supplements.

The Shares of the relevant Sub-Fund may be either hedged or unhedged and be denominated in any of the currencies specified in the relevant Supplement, where applicable.

Each Share Class may be created for an unlimited or limited duration, as specified in the relevant Supplement. In the latter case, upon expiry of the term, the Fund may extend the duration of the Share Class once or several times. Shareholders will be notified following each extension. At the expiry of the duration of a Share Class, the Fund will redeem all the Shares in that Share Class. The relevant Supplement will indicate the duration of each Share Class and its extension, where applicable.

Each class of shares may differ from other classes with respect to its cost structure, initial investment required, currency in which the Net Asset Value is expressed or any other feature as may be determined by the Board of Directors from time to time. The Board of Directors may, at its discretion, decide to change any of these characteristics as well as the name of any class of shares. In case such amendments may be considered material, Shareholders shall be notified within one (1) month during which Shareholders may request redemption of their Shares. In such a case, the relevant Supplement and, if applicable, the Prospectus shall be updated accordingly.

#### 3.1.4 Change to Sub-Funds and Share Classes

The rights and restrictions attached to the Shares may be modified from time to time, subject to the provisions of the Articles of Association and the Prospectus. Any changes to the Articles of Association will require a resolution of the general meeting of Shareholders, as further described in Part A.5.2 (Meetings of Shareholders).

Subject to the above, the Board of Directors may change the characteristics of any existing Sub-Fund, including its objective and policy, or any existing Share Class, without the consent of Shareholders, to the extent applicable or permitted by applicable laws and regulations. This Prospectus will be updated as appropriate, subject to the prior approval of the CSSF. In accordance with applicable laws and regulations, Shareholders in a Sub-Fund or Share Class will be informed about the changes and, where required, will be given at least one month prior notice of any proposed material changes in order to arrange for the redemption of their Shares free of charge should they disagree.

### 3.2 **Distribution Policy**

Whenever dividends are distributed to holders of the Shares, their Net Asset Value per Share will be reduced by an amount equal to the amount of the dividend per Share distributed, whereas the Net Asset Value per Share of the Shares within an accumulating share class will remain unaffected or only partially affected (in the case of a partial accumulation) by the distribution made to holders of other Shares.

The Fund shall determine how the earnings shall be distributed and may declare distributions from time to time, at such time and in relation to such periods as the Fund shall determine, in the form of cash or Shares, in accordance with the distribution policy adopted for such Share Class as described in the relevant Supplement. The distribution policy may vary between Share Classes within the same or

different Sub-Funds. Where the distribution rate is in excess of the investment income of the Share Class, distributions may be paid out of a Sub-Fund capital as well as from investment income and realised and unrealised capital gains. Distributions are not guaranteed with respect to any Share Class. In any event, no distribution may be made if, as a result, the total Net Asset Value of the Fund would fall below the minimum share capital required by the 2010 Law which is currently one million two hundred and fifty thousand euro (EUR 1,250,000.-).

No interest shall be paid on distributions declared by the Fund which have not been claimed. Distributions not claimed within five years of their declaration date will be deposited at the *Caisse de Consignation* in Luxembourg in accordance with applicable laws and regulations.

### 3.3 Eligible Investors

Each Sub-Fund and/or each Share Class may have different or additional requirements as to the eligibility of its Shareholders. Eligibility requirements for each Sub-Fund or Shares Class are set out in the Supplements.

The Shares may only be acquired or held by Shareholders who satisfy all eligibility requirements for a specific Sub-Fund or Share Class, if any, as specified for a Sub-Fund or Share Class in the relevant Supplement (an “**Eligible Investor**”).

Any Shareholder or prospective Shareholder who does not qualify as an Eligible Investor will be considered a Prohibited Person, in addition to those persons described in Part A.3.11 (Prohibited Persons). The Fund may decline to issue any Shares and to accept any transfer of the Shares, where it appears that such issue or transfer would or might result in the Shares being acquired or held by, on behalf or for the account or benefit of, Prohibited Persons. The Fund may compulsorily redeem all Shares held by, on behalf or for the account or benefit of, Prohibited Persons in accordance with the procedure set out in this Prospectus (see Part A.3.11 (Prohibited Persons)).

The Distributor/Sub-Distributors will be in charge of the verification that each Shareholder satisfies all eligibility requirements for a specific Sub-Fund or Share Class to qualify as an Eligible Investor.

### 3.4 Subscription and Commitments for Shares

The Board of Directors is authorised to decide about (i) the frequency and (ii) the terms and conditions pursuant to which the Shares in each Sub-Fund will be issued. The Supplements will specify these details, including any commitment and draw down or subscription mechanism.

The Board of Directors may delegate to any duly authorised agent the power to accept subscriptions or commitments, to receive payment of the Shares to be issued and to deliver them. The Board of Directors may also delegate to any directors, manager, or officer the power to accept subscriptions or commitments and instruct any duly authorised agent to receive payment of the Shares to be issued and deliver them.

The Board of Directors may reject subscription or commitment requests in whole or in part at its full discretion. An annual maximum subscription limit may be applicable, as specified in the relevant Supplement.

The Board of Directors may agree to issue Shares as consideration for a “contribution in kind” of Assets with an aggregate value equal to the Subscription Price (including for avoidance of doubt any Subscription Fee, if applicable), provided that such Assets comply with the investment objective and policy of the relevant Sub-Fund and any restrictions and conditions imposed by applicable laws and regulations. In accepting or rejecting such a contribution at any given time, the Board of Directors shall take into account the interest of other Shareholders and the principle of fair treatment. Any contribution in kind will be subject to a report relating to the contributed Assets by the Auditor or any other independent auditor (réviseur d’entreprises agréé) appointed by the Board of Directors, from time to time. The Board of Directors and the contributing Investor will agree on specific settlement procedures. Any costs incurred in connection with a contribution in kind, including the costs of issuing a valuation report, shall be borne by the Investor requesting the contribution, or by such other third party as agreed by the Board of Directors or in any other way which the latter considers fair to all Shareholders of the relevant Sub-Fund.

### **3.5 Redemption of Shares**

Unless set out otherwise in the Supplements and in case of a Sub-Fund being subject to the ELTIF Regulation, applications for redemptions can be submitted by Shareholders for each Redemption Day provided that a complete application is submitted by the Cut-Off Time for that Redemption Day. Applications will be processed, if accepted, at the Redemption Price applicable to that Redemption Day. The Redemption Price (less any Redemption Fee and Anti-Dilution Levy or Swing Factor) will normally be paid by the end of the Redemption Settlement Period. The Shares will be redeemed on the Redemption Day and entitled to participate in the net Assets of a Sub-Fund or Share Class until their redemption. The Redemption Day, Cut-Off Time, and Redemption Settlement Period for each Sub-Fund or Share Class are specified in the relevant Supplement.

#### **3.5.1 Redemption application**

Unless set out otherwise in the Supplements, Shareholders may apply for redemption of all or any of their Shares on each Redemption Day at a Redemption Price equal to the Net Asset Value per Share for that Redemption Day. The Net Asset Value per Share for the Redemption Day at which an application will be processed is unknown to the Shareholders when they place their redemption applications.

Unless set out otherwise in the Supplements, the Fund may charge a Redemption Fee on redemptions of the Shares, as set out in Part A.4.1 (Subscription Fee and Redemption Fee), which will be deducted from the payment of the Redemption Price. The Redemption Fee is equal to a maximum percentage of the Redemption Price or such other amount as specified for each Sub-Fund or Share Class in the relevant Supplement, where applicable.

Shareholders wishing to redeem their Shares in part or in whole must submit a Redemption Form or as set out under the redemption process in the relevant Supplement. The Redemption Form must be submitted to the Administrator following the instructions on such form or as set out under the redemption process in the relevant Supplement. The Redemption Form is available from the Administrator on request.

The Fund will only process redemption applications that it considers clear and complete. Applications will be considered complete only if the Fund has received all information and supporting documentation it deems necessary to process the application. Unclear or incomplete applications may lead to delays.

The Fund will not accept liability for any loss suffered by applicants as a result of unclear or incomplete applications.

Applications must be submitted to the Administrator by the Cut-Off Time for the Redemption Day, as specified in the relevant Supplement, in order for such applications to be processed, if accepted, at the Redemption Price applicable to that Redemption Day. Cut-Off Times will be set out as the relevant time in Luxembourg.

Applications received after the Cut-Off Time will be treated as rejected applications received by the Cut-Off Time for the next Redemption Day. Shareholders will receive written notification confirming the rejection of such application from the Fund and may submit applications for the next following Redemption Day. However, the Fund may accept redemption applications received after the Cut-Off Time subject to certain conditions, as set out in Part A.3.10 (Late trading, market timing and other prohibited practices).

The redemption of the Shares of a Sub-Fund or Share Class shall be suspended whenever the determination of the Net Asset Value per Share of such Sub-Fund or Share Class is suspended by the Fund, as described in Part B.4.4 (Temporary suspension of the Net Asset Value calculation). The redemption of the Shares of a Sub-Fund or Share Class may also be suspended in other exceptional cases where the circumstances and the best interest of the Shareholders so require.

### 3.5.2 Settlement of redemption

Redemption proceeds equal to the full amount of the Redemption Price (less any Redemption Fee) will normally be paid by the end of the Redemption Settlement Period specified in the relevant Supplement. Different settlement procedures may apply in certain jurisdictions in which the Shares are distributed due to constraints under local laws and regulations. Shareholders should refer to the local sales documents for their jurisdiction or contact their local paying agent for further information. The Fund will not accept responsibility for any delays or charges incurred at any receiving bank or clearing system.

Payment of redemption proceeds will be made by wire transfer on the bank account of the redeeming Shareholder and at its risks and costs. Redemption proceeds will be paid in the Reference Currency of the Share Class, unless set out in the relevant Supplement or the Subscription Form.

The Fund reserves the right to postpone the payment of redemption proceeds after the end of the normal Redemption Settlement Period when there is insufficient liquidity or in other exceptional circumstances. Where redemption proceeds cannot be paid by the end of the Redemption Settlement Period, the payment will be made as soon as reasonably practicable thereafter.

Redemption requests which have not been dealt with because of a postponement will be dealt with on the next Redemption Day following such postponement. The settlement of redemption requests which is postponed shall be paid in proportion to the value at the time of acceptance of the relevant redemption requests. The settlement of these redemption requests will be met *pari passu* to later requests and may be met over multiple Redemption Days. When there is insufficient liquidity or in other exceptional circumstances, the Fund reserves the right to postpone the payment of redemption proceeds.

If, as a result of any request for redemption, the number or the aggregate Net Asset Value of the Shares held by any Shareholder in any Share Class would fall below such number or such value as determined

by the Fund, the Fund may then decide that this request shall be treated as a request for redemption for the full balance of such Shareholder's holding of Shares in such Share Class.

The Fund may also delay the settlement of redemptions until reception of all information and supporting documentation deemed necessary to process the application. In any event, no redemption proceeds will be paid unless and until cleared funds equal to the full amount of the Subscription Price (plus any Subscription Fee) due but not yet paid for the Shares to be redeemed has been received by the Fund. No interest will be paid to Shareholders on redemption proceeds paid after the end of the Redemption Settlement Period.

The payment of redemption proceeds may also be delayed until the Shareholder has provided complete AML/KYC documentation to the Fund or the Administrator (as applicable). Redemption proceeds, if any, may be deposited in escrow at the *Caisse de Consignation* in Luxembourg in accordance with applicable laws and regulations. Proceeds not claimed within the statutory period will be forfeited in accordance with applicable laws and regulations.

More detailed information on the exceptional circumstances referred to in this clause is available at the registered office of the Fund/the AIFM.

### 3.5.3 Redemption in kind

Unless set out otherwise in the Supplements, the Fund may, in order to facilitate the settlement of redemption applications propose to a Shareholder a redemption in kind whereby the Shareholder receives a portfolio of Assets of a Sub-Fund of equivalent value to the Redemption Price (less any Redemption Fee). In such circumstances the Shareholder must specifically consent to the redemption in kind and retains the right to request a cash redemption payment. In proposing or accepting a request for redemption in kind at any given time, the Fund shall take into account the interest of other Shareholders of a Sub-Fund and the principle of fair treatment. Any redemption in kind will be valued independently in a special report issued by the Auditor or any other independent auditor (*réviseur d'entreprises agréé*) agreed by the Fund. The Fund and the redeeming Shareholder will agree on specific settlement procedures. Any costs incurred in connection with a redemption in kind, including the costs of issuing a valuation report, shall be borne by the redeeming Shareholder or by such other third party as agreed by the Fund. In case of a Sub-Fund being subject to the ELTIF Regulation, redemptions in kind will be made subject to the requirements of the ELTIF Regulation.

### 3.6 Dilution mechanism

To the extent that the Board of Directors considers that it is in the best interest of the respective Sub-Fund, where there are significant subscriptions or Redemptions in relation to the size of the relevant Sub-Fund on any Valuation Day, the Board of Directors may use a dilution methodology such as "anti-dilution levy" or 'swing pricing' in order to protect the interests of existing Shareholders and reduce the impact of dilution on that Sub-fund. The method to be applied to a Sub-Fund will be detailed in the relevant Supplement. Dilution can occur when a Sub-fund incurs transaction costs, such as brokerage fees, taxes, and bid-ask spreads, to buy or sell its investments in response to net subscription or redemption activity, which may reduce the value of the Sub-fund's Assets and affect its NAV per Share. The use of such "swing pricing" means the Board, for the purposes of calculating the NAV per Share to be used in the price at which subscriptions or redemptions of Shares are made to an affected Sub-fund, will, where there are net subscriptions, adjust the NAV per Share of the Sub-fund upwards or, where there are net redemptions, adjust the NAV of the Sub-fund downwards, by an amount that reflects the

estimated transactions costs that are expected to be generated by the net subscription or redemption requests in respect of that Sub-fund. The Board of Directors in making any such adjustments will consult with and receive advice from the Investment Manager.

Any adjustments will be by reference to the Swing Factor, which is the percentage by which the NAV per Share is adjusted and that percentage will be determined by the Board of Directors based on various factors, such as the size and direction of net subscription or redemption activity, the liquidity and volatility of the markets in which the Sub-fund invests, and the availability and cost of hedging instruments. The Swing Factor for each Sub-fund where swing pricing is being applied may vary as at any Subscription Day or Redemption Day. Generally, the Swing Factor will not exceed 5% (five percent) of the Net Asset Value per Share unless otherwise set out for each Sub-Fund in the Supplement. A periodical review will be undertaken in order to verify the appropriateness of the Swing Factor in view of market conditions.

Swing pricing may affect the performance and returns of a Sub-fund and its Shareholders. Shareholders who subscribe or redeem Shares in a Sub-fund when the NAV per Share is adjusted up or down may pay more or receive less than if the price used in their subscription or redemption was the unadjusted NAV per Share. Shareholders who hold Shares in a Sub-fund may benefit or suffer from swing pricing depending on the direction and magnitude of the net subscription or redemption activity and the Swing Factor.

The use of “anti-dilution levy” means the Board of Directors may deduct from the subscription and/or redemption amount, respectively, a dilution levy which the Board of Directors considers represents an appropriate figure to cover the percentage estimate of costs and expenses incurred by the relevant Sub-fund (including, dealing costs, stamp duties, market impact) in relation to subscriptions or redemptions, respectively, to preserve the value of the underlying Assets of the relevant Sub-fund. Any such dilution levy will be retained for the benefit of the relevant Sub-fund and the Board of Directors reserves the right to waive such levy at any time.

### **3.7 Conversion of Shares**

Unless set out otherwise in the Supplements or otherwise determined by the Board of Directors in respect of certain Share Classes, applications for conversions of the Shares of any Share Class (the “Original Shares”) into the Shares of another Share Class of the same or another Sub-Fund (called the “New Shares”) can be submitted for each Conversion Day provided that a complete application is submitted by the Cut-Off Time for that Conversion Day. The number of New Shares issued upon a conversion will be based on the respective Net Asset Values per Share of the Original Shares and the New Shares for the Conversion Day (which, for the avoidance of doubt, is the same for Original Shares and the New Shares). The Original Shares will be redeemed and the New Shares will be issued on the Conversion Day. However, due to the specific tax provisions applicable in the tax residency of a Shareholder, different arrangements may apply for such Shareholder.

#### **3.7.1 Conversion application**

Conversions are only possible between Share Classes in the same Sub-Fund which are denominated in the same currency. Shareholders may apply for conversion of Original Shares into New Shares on each Conversion Day. The right to convert the Original Shares is subject to compliance with any Shareholder eligibility requirements applicable to the New Shares. In addition, conversion applications are subject to the provisions on the minimum initial or additional subscription amounts applicable to the

New Shares and the minimum holding amount applicable to the Original Shares. Not all Sub-Funds shall include the ability to convert Shares.

It should be noted that certain Share Classes may foresee their conversion into a different Share Class upon occurrence of certain events as further set out in the relevant Supplement and/or Subscription Form. By way of an example, if a new commitment or other transaction has caused the value of Shareholder's investment in the Fund to exceed the investment minima to qualify for another Share Class for which the Shareholder is eligible, have their Shares converted to Shares of that Share Class, provided the Administrator received a valid instruction in writing from the respective Shareholder to do so. For the avoidance of doubt, the procedure of such conversion of the Shares is not subject to the provisions of this Part A.3.7.1 (Conversion application), and shall instead be subject to the terms and conditions described in the relevant Supplement and/or Subscription Form.

The number of New Shares issued upon a conversion will be based upon the respective Net Asset Values of the Original Shares and the New Shares for the Conversion Day. These Net Asset Values are unknown to the Shareholders when they place their conversion application.

The Fund may charge a Conversion Fee on conversions of the Shares, as set out in Part A.4.1 (Subscription Fee and Redemption Fee) and as specified in the Supplement. For the avoidance of doubt, no Subscription Fee or Redemption Fee will apply on conversions in addition to any Conversion Fee.

Shareholders wishing to convert their Shares must submit a Conversion Form. The Conversion Form must be submitted to the Administrator following the instructions on such form. The Conversion Form is available from the Administrator on request.

The Fund will only accept conversion applications that it considers clear and complete. Applications will be considered complete only if the Fund and/or Administrator acting on behalf of the Fund has received all information and supporting documentation it deems necessary to process the application. The Fund may delay the acceptance of unclear or incomplete applications until reception of all necessary information and supporting documentation in a form satisfactory to the Fund. Unclear or incomplete applications may lead to delays. The Fund will not accept liability for any loss suffered by applicants as a result of unclear or incomplete applications.

Applications must be submitted to the Administrator by the Cut-Off Time for the Conversion Day, as specified in the Supplement, to the extent applicable, in order for such applications to be processed, if accepted, at a conversion rate based on the respective Net Asset Values of the Original Shares and the New Shares on the Conversion Day. Cut-Off Times will be set out as the relevant time in Luxembourg. Applications received after the Cut-Off Time will be treated as deemed applications received by the Cut-Off Time for the next Conversion Day. However, the Fund may accept conversion applications received after the Cut-Off Time subject to certain conditions, as set out in Part A.3.10 (Late trading, market timing and other prohibited practices).

The Fund reserves the right to reject any application for conversion of the Shares into New Shares, in whole or in part, including, without limitation, where the Fund decides to close a Sub-Fund or Share Class to new subscriptions or new Shareholders.

The conversion of the Shares shall be suspended whenever the determination of the Net Asset Value per Share of the Original Shares or the New Shares is suspended by the Fund in accordance with Part B.4.4 (Temporary suspension of the Net Asset Value calculation), or when the redemption of Original

Shares or the subscription for New Shares is suspended in accordance with the Articles of Association and this Prospectus.

### 3.7.2 Conversion rate

Shareholders will be able to apply to exchange on any Conversion Day all or part of their holding of Shares of any class in any Sub-Fund (the “**Original Class**”) for Shares in another Share Class which are being offered at that time (the “**New Class**”) in the same Sub-Fund provided that all the criteria for applying for Shares in the New Class have been met and by giving notice to the Administrator on or prior to the Cut-Off Time for the relevant Conversion Day. The Administrator may however at its discretion agree to accept requests for exchange received after the relevant Cut-Off Time, in exceptional circumstances only, provided they are received prior to the relevant Valuation Point. The general provisions and procedures relating to the issue and repurchase of Shares will apply equally to exchanges save in relation to charges payable details of which are set out below and in the relevant Supplement. In the case of an exchange of a partial holding only, the value of the remaining holding must also be at least equal to the minimum shareholding required for the relevant Original Class.

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

$$S = \frac{[R \times RP] - F}{SP}$$

where: S = the number of Shares of the New Class to be issued;

R = the number of Shares of the Original Class to be exchanged;

RP = the repurchase price per Share of the Original Class as at the Valuation Point for the relevant Conversion Day;

F = the Conversion Fee (if any) payable on the exchange of Shares;

and SP = the issue price per Share of the New Class as at the Valuation Point for the applicable Conversion Day.

Where there is an exchange of Shares, Shares of the New Class will be allotted and issued in respect of and in proportion to the Shares of the Original Class in the proportion S to R.

A Conversion Fee of up to 5 per cent of the repurchase amount of the Shares being exchanged may be charged by the Fund on the exchange of Shares but it is the intention of the Board of Directors that such charge (if any) should not exceed such amount as is set out in the Supplement for the relevant Sub-Fund.



### **3.8 Transfer of Shares**

#### **3.8.1 Conditions and limitations on transfer of the Shares**

The Shares are freely transferable subject to the restrictions set out in the Articles of Association, this Prospectus and the Supplements. However, the Fund may deny giving effect to any transfer of Shares if it determines that such transfer would result in the Shares being held by, on behalf or for the account or benefit of, Prohibited Persons.

Subject to the above, the transfer of the Shares will normally be given effect by the Fund by way of declaration of transfer recorded in the register of shareholders of the Fund following the delivery to the Administrator of an instrument of transfer duly completed and executed by the transferor and the transferee, in a form accepted by the Fund.

The Fund will only give effect to Share transfers that it considers clear and complete. The Administrator may require from the transferor and/or the transferee all of the information and supporting documentation it deems necessary to give effect to the transfer, including AML/KYC documentation of the transferee in full and good order. Shareholders are advised to contact the Administrator prior to requesting a transfer to ensure that they have all the correct documentation for the transaction. The Fund may delay the acceptance of unclear or incomplete transfer orders until reception of all necessary information and supporting documentation in a form satisfactory to the Fund. Unclear or incomplete transfer orders may lead to delays. The Fund will not accept liability for any loss suffered by transferors and/or transferees as a result of unclear or incomplete transfer orders.

### **3.9 Special considerations**

#### **3.9.1 Minimum subscription and holding amounts**

The subscription for the Shares may be subject to a minimum initial subscription amount and/or additional subscription amount, as specified for each Share Class in the relevant Supplement. The Fund may reject any application for subscription for or conversion into Shares of a Share Class which does not meet the applicable minimum initial subscription amount or additional subscription amount for that Share Class, if any.

In addition, the holding of the Shares may be subject to a minimum holding amount, as specified for each Share Class in the relevant Supplement. The Fund may treat any application for redemption or conversion of part of a holding of the Shares in a Share Class as a deemed application for redemption or conversion of the entire holding of the redeeming Shareholder in that Share Class if, as a result of such application, the Net Asset Value of the Shares retained by the Shareholder in that Share Class would fall below the applicable minimum holding amount. Alternatively, the Fund may grant a grace period to the Shareholder so as to allow the Shareholder to increase his holding to at least the minimum holding amount.

The Fund may deny giving effect to any transfer of the Shares if, as a result of such transfer, the Net Asset Value of the Shares retained by the transferor in a Share Class would fall below the minimum holding amount for that Share Class, or if the Net Asset Value of the Shares acquired by the transferee in a Share Class would be less than the minimum initial or additional subscription amounts, as applicable. In such cases, the Fund will notify the transferor that it will not give effect to the transfer of the Shares.

Alternatively, the Fund has the discretion to waive any applicable minimum initial subscription amount, minimum additional subscription amount and/or minimum holding amount provided that Professional Investors within the same Share Class are treated fairly and that Retail Investors within the same Share Class are treated equally.

### 3.9.2 Minimum or maximum level of Assets under management

The Fund may decide to cancel the launch of a Sub-Fund or Share Class before the end of the Launch Date where that Sub-Fund or Share Class has not reached the minimum or expected level of Assets under management for such Sub-Fund or Share Class to be operated in an economically efficient manner. In such event, applications for subscription will be refused and subscription proceeds previously received by the Fund will be returned to the applicant.

Where applications for redemptions or conversions out of a Sub-Fund or Share Class on a particular Redemption Day or Conversion Day represent the total number of the Shares in issue in that Sub-Fund or Share Class, or the remaining number of the Shares in issue after such redemptions or conversions would represent a total Net Asset Value below the minimum level of Assets under management required for such Sub-Fund or Share Class to be operated in an efficient manner, the Fund may decide to terminate and liquidate a Sub-Fund or Share Class in accordance with the procedure set out in Part A.5.7(Liquidation). In such a case, all remaining Shares of a Sub-Fund or Share Class will be redeemed.

The Fund may also decide to close a Sub-Fund or Share Class to new subscriptions or new Shareholders where that Sub-Fund or Share Class has reached its maximum or expected level of Assets under management. In such event, applications for subscription will be refused, in whole or in part, and subscription proceeds previously received by the Fund will be returned to the applicant.

### 3.9.3 Suspension of issue, redemption or conversion of Shares

The issue, redemption or conversion of Shares in a Share Class shall be suspended whenever the determination of the Net Asset Value per Share of such Share Class is suspended by the Fund in accordance with Part B.4.4 (Temporary suspension of the Net Asset Value calculation) and in other circumstances specified in the Articles of Association and this Prospectus.

Suspended subscriptions, redemptions and conversions will be treated as rejected applications for subscriptions, redemptions or conversions. Shareholders will receive written notification confirming the rejection of such application from the Fund and may submit applications for subscriptions, redemptions and conversions following the end of the suspension period.

### 3.9.4 Deferral of redemption or conversion of Shares

On any given Redemption Day or Conversion Day, subject to the specific conditions for redemptions or conversions as set out in the Supplement of each Sub-Fund, the Fund may decide that part (on a pro rata basis) or all of such requests for redemption or conversion will be deferred to the next or subsequent Redemption Days or Conversion Days until the application is processed in full. On a next or subsequent Redemption Day or Conversion Day, deferred redemption or conversion requests will be met as set out in the relevant Supplement.

The Fund also reserves the right to postpone the payment of redemption proceeds after the end of the normal Redemption Settlement Period in accordance with the provisions set out in Part A.3.5 (Redemption of Shares).

As an alternative to deferring applications for redemptions, the Fund may propose to a Shareholder, who accepts, to settle a redemption application, in whole or in part, by a distribution in kind of certain Assets of a Sub-Fund or Share Class in lieu of cash, subject to the conditions set out in Part A.3.5 (Redemption of Shares).

### **3.10 Late trading, market timing and other prohibited practices**

The Fund does not permit late acceptance of a subscription, redemption or conversion order for the Shares after the Cut-Off Time for a Subscription Day, Redemption Day or Conversion Day with the execution of such order at a price based on the Net Asset Value applicable to such same day where this may adversely affect the interests of Shareholders. However, the Fund may accept subscription, conversion or redemption applications received after the Cut-Off Time, in circumstances where the subscription, redemption or conversion applications are dealt with on an unknown Net Asset Value basis, provided that it is in the interest of the Sub-Fund and that Shareholders are fairly treated. The Fund may waive the Cut-Off Time where an intermediary submits the application to the Administrator after the Cut-Off Time provided that such application has been received by the intermediary from the Shareholder in advance of the Cut-Off Time.

Subscriptions and conversions of the Shares should be made for investment purposes only. The Fund does not permit market timing or other excessive trading practices. Market timing is to be understood as an arbitrage method by which a Shareholder systematically subscribes and redeems or converts the Shares of the same Sub-Fund or Share Class within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the Net Asset Value. Excessive, short-term (market timing) trading practices may disrupt portfolio management strategies and harm fund performance. To minimise harm to the Fund and other Shareholders, the Fund has the right to reject any subscription or conversion order, or levy in addition to any Subscription Fee, Redemption Fee or Conversion Fee which may be charged according to the Supplements, a fee as set out in the relevant Supplement for the benefit of the Sub-Fund or Share Class, from any Shareholder who is engaging or is suspected of engaging in excessive trading, or has a history of excessive trading, or if an Shareholder's trading, in the opinion of the Board of Directors, has been or may be disruptive to the Fund. In making this judgment, the Board of Directors may consider trading done in multiple accounts under common ownership or control.

The Fund also has the power to compulsorily redeem all Shares held by, on behalf or for the account or benefit of, a Shareholder who is or has been engaged in, or is suspected of being engaged in, late trading, market timing or other excessive trading, in accordance with the procedure set out in this Prospectus. The Board of Directors considers such persons as Prohibited Persons.

The Fund will not be held liable for any loss resulting from rejected orders or mandatory redemptions.

### 3.11 Prohibited Persons

The Articles of Association give powers to the Board of Directors to restrict or prevent the legal or beneficial ownership of the Shares by Prohibited Persons or as a result of Prohibited Practices.

By signing a Subscription Form, an applicant will certify, represent, warrant and agree that he is not a US Person or that the Shares applied for are not being acquired directly or indirectly by, on behalf or for the account or benefit of, a US Person. An applicant will further certify, represent, warrant and agree that the applicant will notify the Fund in the event that either the applicant becomes a US Person or holds the Shares on behalf of, or for the account or benefit of, a US Person. If an applicant's status changes and it becomes a US Person, it must notify the relevant party as mentioned above within thirty (30) days.

Furthermore, the Board of Directors have decided that any person who is or has been engaged in, or is suspected of being engaged in, late trading, market timing or other excessive trading, directly or indirectly, as described in Part A.3.10 (Late trading, market timing and other prohibited practices), will be considered as a Prohibited Person.

The Fund may decline to issue any Shares and to accept any transfer of the Shares, where it appears that such issue or transfer would or might result in Shares being acquired or held by, on behalf or for the account or benefit of, Prohibited Persons. The Fund may require at any time any Shareholder or prospective Shareholder to provide the Fund with any representations, warranties, or information, together with supporting documentation, which the Fund may consider necessary for the purpose of determining whether the issue or transfer would result in Shares being held by, on behalf or for the account or benefit of, a Prohibited Person.

The Fund may compulsorily redeem all Shares held by, on behalf or for the account or benefit of, Prohibited Persons or Shareholders who are found to be in breach of, or have failed to provide, the abovementioned representations, warranties or information in a timely manner. In such cases, the Fund will notify the Shareholder of the reasons which justify the mandatory redemption of the Shares, the number of Shares to be redeemed and the indicative Redemption Day on which the mandatory redemption will occur. The Redemption Price shall be determined in accordance with Part A.3.5 (Redemption of Shares).

The Fund may also grant a grace period to the Shareholder for remedying the situation causing the mandatory redemption, for instance by transferring the Shares to one or more Shareholders who are not Prohibited Persons and do not act on behalf or for the account or benefit of, Prohibited Persons, and/or propose to convert the Shares held by any Shareholder who fails to satisfy the Shareholder eligibility requirements for a Shares Class into Shares of another Share Class available for such Shareholder.

The Fund reserves the right to require the Shareholder to indemnify the Fund against any losses, costs or expenses arising as a result of any Shares being held by, on behalf or for the account or benefit of, a Prohibited Person or Shareholders who are found to be in breach of, or have failed to provide, the abovementioned representations, warranties or information in a timely manner. The Fund may pay such losses, costs or expenses out of the proceeds of any mandatory redemption and/or redeem all or part of the Shareholder's other Shares, if any, in order to pay for such losses, costs or expenses.

## 4. FEES AND EXPENSES

### 4.1 Subscription Fee and Redemption Fee

Subscriptions for the Shares may be subject to a Subscription Fee and redemptions of the Shares may be subject to a Redemption Fee both calculated as specified in the Supplements, where applicable. Conversions of the Shares may be subject to a Conversion Fee calculated as specified in the Supplements, where applicable. For the avoidance of doubt, no Subscription Fee or Redemption Fee will apply on conversions in addition to the Conversion Fee, if any.

Where applicable, the same level of Subscription Fee, Redemption Fee, or Conversion Fee will apply, respectively, to all subscriptions, redemptions and conversions of the Shares in each Share Class processed on the same Subscription Day, Redemption Day or Conversion Day.

The Subscription Fee, Redemption Fee and Conversion Fee will be paid to the Fund or AIFM, unless otherwise stated in the relevant Supplement. The Fund or AIFM may in its discretion waive all or part of the Subscription Fee, Redemption Fee or Conversion Fee, as further set out in the relevant Supplement.

Banks and other financial intermediaries appointed by or acting on behalf of the Shareholders, where applicable, may charge administration and/or other fees or commissions to the Shareholders pursuant to arrangements between those banks or other financial intermediaries and the Shareholders. The Fund has no control over such arrangements.

### 4.2 Management Fee

The Fund will charge Shareholders management fees in relation to their investment in each Sub-Fund as more particularly set out in the relevant Supplement. Potential investors should refer to the relevant Supplement for further detail of applicable fees.

The Management Fee covers investment management and marketing services provided by the AIFM or its delegates. If the AIFM has appointed Distributor/Sub-Distributor to market the Shares, any fees payable to such Distributor/Sub-Distributor shall be paid by the AIFM out of its own fees.

### 4.3 Performance Fee

To the extent applicable, performance fees (the “**Performance Fees**”) may be payable according to the criteria represented in the relevant Supplement.

### 4.4 Fees of the Depositary and the Administrator

The Depositary will be entitled to an annual fee equal to a percentage of the Net Asset Value of each Sub-Fund or Share Class. The maximum amount of fees are disclosed in the Supplements. The Depositary fee will accrue and will be payable under the conditions laid down in the relevant Supplement. The Depositary will also be entitled to transaction fees charged on the basis of the investments made by each Sub-Fund consistent with market practice in Luxembourg. Fees paid to the Depositary may vary depending on the nature of the investments of each Sub-Fund and the countries and/or markets in which the investments are made. The Depositary will also be entitled to reimbursement of reasonable out-of-pocket expenses properly incurred in carrying out its duties.

The Administrator will be entitled to an annual fee equal to a percentage of the Net Asset Value of each Sub-Fund or Share Class consistent with market practice in Luxembourg. The Administrator fee will accrue and will be payable under the conditions laid down in the relevant Supplement. The Administrator will also be entitled to reimbursement of reasonable out-of-pocket expenses properly incurred in carrying out its duties.

Further fees may be payable to the Depositary and the Administrator in consideration of ancillary services rendered to the Fund and relating to the core services of the Depositary and the Administrator.

#### **4.5 Directors' fees and expenses**

The members of the Board of Directors may be entitled to receive a fee in consideration for their services to the Fund. The Fund will also reimburse the members of the Board of Directors for appropriate insurance coverage and expenses and other costs incurred by the members of the Board of Directors in the performance of their duties, including reasonable out-of-pocket expenses, traveling costs incurred to attend meetings of the Board of Directors, and any costs of legal proceedings unless such costs are caused by intentional or grossly negligent conduct by the member of the Board of Directors in question.

#### **4.6 Operating and Administrative Expenses**

The Fund bears all ordinary costs and expenses incurred in the operation and administration of the Fund or any Sub-Fund or Share Class including intermediate vehicles comprising securitisation vehicles used for the purpose of structuring investments (the “**Operating and Administrative Expenses**”) including but not limited to costs and expenses incurred in connection with:

- 1) preparing, producing, printing, depositing, listing, publishing and/or distributing any documents relating to the Fund, a Sub-Fund or Share Class that are required by applicable laws and regulations (such as the Articles of Association, this Prospectus, financial reports and notices to Shareholders) or any other documents and materials made available to Shareholders (such as explanatory memoranda, statements, reports, factsheets and similar documents);
- 2) organising and holding general meetings of Shareholders and preparing, printing, publishing and/or distributing notices and other communications to Shareholders;
- 3) professional advisory services (such legal, tax, accounting, compliance, auditing and other advisory services) taken by the Fund or the AIFM on behalf of the Fund;
- 4) the authorisation of the Fund, the Sub-Funds and Share Classes, regulatory compliance obligations and reporting requirements of the Fund (such as administrative fees, filing fees, insurance costs and other types of fees and expenses incurred in the course of regulatory compliance), and all types of insurance obtained on behalf of the Fund and/or the members of the Board of Directors;
- 5) initial and ongoing obligations relating to the registration and/or listing of the Fund, a Sub-Fund or Share Class and the distribution of the Shares in Luxembourg and abroad (such as fees charged by and expenses payable to financial regulators, Distributors/Sub-Distributors, correspondent banks, representatives, listing agents, paying agents, fund platforms, and other agents and/or service providers appointed in this context, as well as advisory, legal, and translation costs);

- 6) the determination and publication of tax factors for the EU/EEA Member States and/or any other countries where distribution licences and/or private placements exist, according to the actual expenditure incurred at market rates;
- 7) memberships or services provided by international organisations or industry bodies such as the Association of the Luxembourg Fund Industry;
- 8) taxes, charges and duties payable to governments and local authorities (including the Luxembourg annual subscription tax (*taxe d'abonnement*) and any other taxes payable on Assets, income or expenses) and any value added tax (VAT) or similar tax associated with any fees and expenses paid by the Fund; and
- 9) the reorganisation or liquidation of the Fund, a Sub-Fund or Share Class.

Fund operating and administrative expenses will be charged to each specific Sub-Fund. New Sub-Funds created after the incorporation and launch of the Fund will participate in operating and administrative expenses of the Fund.

#### **4.7 Transaction costs**

Each Sub-Fund bears the costs and expenses arising from buying and selling portfolio Assets and entering into other transactions in securities or other financial instruments, such as but not limited to brokerage fees and commissions and all other fees, expenses, commissions, charges, premiums and interest paid to banks, brokers, execution agents or, except for any Sub-Fund which qualifies as an ELTIF, securities lending agents and/or incurred in participating in any securities lending, repurchase and buy-sell back programs, collateral management fees and associated costs and charges, exchange fees, taxes, levies and stamp duties chargeable in connection with transactions in securities or other financial, and any other transaction-related expenses, including prospective investments (whether or not consummated) and “broken deal expenses”.

#### **4.8 Collective Investment Scheme Costs**

The collective investment schemes in which a Sub-Fund may invest may charge subscription, redemption, management, performance, distribution, administration and depositary fees and other operating expenses. Accordingly, the Sub-Fund would indirectly pay its pro rata share of the fees and expenses charged by each collective investment scheme as well as the operating fees and expenses of each collective investment scheme.

These collective investment schemes may also be subject to performance fees. All such fees and expenses will be reflected in the valuation of the collective investment schemes.

Where a Sub-Fund invests in a collective investment scheme that is M&G Managed, the AIFM will reduce the relevant management fee by the amount of any equivalent management fee that has been taken on collective investment scheme or the collective investment scheme will rebate the management fee that it would charge such that the AIFM ensures that Shareholders are not charged twice. This will not apply to performance, distribution, administration and depositary fees and other operating expenses.

Where a Sub-Fund invests in collective investment scheme that is M&G Managed, the manager of the collective investment scheme in which the investment is being made will waive any preliminary and/or redemption fee which the manager of the underlying fund would normally be entitled to receive.

#### **4.9 Extraordinary costs and expenses**

In order to safeguard the interests of the Fund and its Shareholders, the Fund or any Sub-Fund may bear any extraordinary costs and expenses including, without limitation, costs and expenses related to litigation and regulatory investigations (including penalties, fines, damages and indemnifications) and the full amount of any tax, levy, duty or similar charge imposed on the Fund or Sub-Fund that would not be considered as ordinary Operating and Administrative Expenses.

#### **4.10 Formation costs and expenses**

The costs and expenses incurred in connection with the formation of the Fund are estimated to an amount of approximately EUR 550,000. A portion of such costs and expenses related to the setup of the umbrella structure will be borne by the Fund and may be amortised over a period of up to five (5) years from the date of incorporation of the Fund. The formation costs and expenses of each new Sub-Fund will be borne by such Sub-Fund and may be amortised over a period of up to five (5) years. New Sub-Funds created after the incorporation and launch of the Fund will participate in the non-amortised formation costs and expenses of the Fund.

### **5. GENERAL INFORMATION**

#### **5.1 Reports and financial statements**

The financial statements of the Fund will be prepared in accordance with Luxembourg Generally Accepted Accounting Principle under the fair value option and will contain any material changes to the information listed in article 21 of the 2013 Law during the financial year to which the financial statement refers.

The financial year of the Fund will begin on the 1<sup>st</sup> of January of each year and end on the 31<sup>st</sup> of December. Each year, the Fund will issue an Annual Report as of the end of the previous financial year comprising, inter alia, the audited financial statements of the Fund and each Sub-Fund and a report of the Board of Directors on the activities of the Fund. The first financial year has ended on the 30<sup>th</sup> of June of 2024.

The Annual Reports shall be made available to investors within six (6) months following the end of the reporting period. Investors may obtain, upon request, a copy of the latest Annual Report from the Fund free of charge.

The Semi-Annual Report will be made available to investors within ninety (90) calendar days following the end of the period to which it relates.

The Reference Currency of the Fund is the Euro. The Annual Report will comprise consolidated accounts of the Fund expressed in Euro as well as individual information on each Sub-Fund expressed in the Reference Currency of such Sub-Fund.



## 5.2 Meetings of Shareholders

The annual general meeting of Shareholders shall be held within six (6) months of the end of each financial year in the Grand Duchy of Luxembourg at the registered office of the Fund or at such other place in the Grand Duchy of Luxembourg as may be specified in the convening notice of such meeting.

Other general meetings of Shareholders may be held at such place and time as indicated in the convening notice. General meetings of Shareholders of any Sub-Fund or any Share Class within a Sub-Fund may be held at such time and place as indicated in the convening notice.

Notices of all general meetings may be filed with the Luxembourg Trade and Companies Register and be published at least fifteen (15) days before the meeting in the *Recueil électronique des sociétés et associations* (RESA) and in a Luxembourg newspaper and sent to all registered Shareholders by ordinary mail (*lettre missive*). Alternatively, convening notices may be sent to registered Shareholders by registered mail at least eight (8) calendar days prior to the meeting or if the addressees have individually accepted to receive the convening notices by another means of communication ensuring access to the information, by such means of communication. Notices will include the agenda and will specify the time and place of the meeting, the conditions of admission, and the quorum and voting requirements.

The requirements as to attendance, quorum, and majorities at all general meetings will be those laid down in the Articles of Association and in the 1915 Law. All Shareholders may attend general meetings in person or by appointing another person as his proxy in writing or by facsimile, electronic mail or any other similar means of communication accepted by the Fund. A single person may represent several or all Shareholders of the Fund, a Sub-Fund or Share Class. Each Share entitles the Shareholder to one (1) vote at all general meetings of Shareholders of the Fund, and at all meetings of a Sub-Fund or Share Class concerned to the extent that such Share is a Share of such Sub-Fund or Share Class.

Shareholders holding together at least ten percent (10%) of the share capital or the voting rights of the Fund may submit questions in writing to the Board of Directors relating to transactions in connection with the management of the Fund as well as companies controlled by the Fund.

The Board of Directors may suspend the voting rights of any Shareholder in breach of their obligations as described in this Prospectus, the Subscription Form or the Articles of Association.

## 5.3 Shareholders' rights

Upon the issue of the Shares, the person whose name appears on the register of the Shares will become a Shareholder of the Fund in relation to the relevant Sub-Fund and Share Class. The Fund draws the Shareholders' attention to the fact that where a Shareholder invests in the Fund through an intermediary acting in his own name but on behalf of the Shareholder, (i) it may not always be possible for the Shareholder to exercise certain Shareholder rights, such as the right to participate in general meetings of Shareholders, directly against the Fund and (ii)<sup>1</sup> Shareholders' right to be indemnified in case of Net Asset Value calculation errors and/or non-compliance with investment rules and/or other errors at the level of the Fund may be affected. Shareholders are advised to seek advice in relation to their rights.

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<sup>1</sup> (ii) applicable as from 1<sup>st</sup> January 2025

The Articles of Association are governed by, and construed in accordance with, the laws currently in force in Luxembourg.

The Subscription Form is expressed to be governed by, and construed in accordance with, the laws currently in force in Luxembourg, and contains a choice of international competence of the courts of the Grand-Duchy of Luxembourg.

There are no legal instruments in Luxembourg required for the recognition and enforcement of judgments rendered by a Luxembourg court. If a foreign, i.e., non-Luxembourg court, on the basis of mandatory domestic provisions, renders a judgment against the Fund, the rules of the Brussels I (Recast) (regarding judgments from EU Member States) or the rules of the Lugano Convention or of the private international law of Luxembourg (regarding judgments from non-EU Member States) concerning the recognition and enforcement of foreign judgments apply. Shareholders are advised to seek advice, on a case-by-case basis, on the available rules concerning the recognition and enforcement of judgments.

Absent a direct contractual relationship between the Shareholders and the service providers mentioned in Part A.2 (Management and Administration), the Shareholders will generally have no direct rights against service providers and there are limited circumstances in which a Shareholder can potentially bring a claim against a service provider. Instead, the proper claimant in an action in respect of which a wrongdoing is alleged to have been committed against the Fund by a service provider is, *prima facie*, the Fund itself.

#### **5.4 Changes to this Prospectus**

The Board of Directors, in close cooperation with the AIFM, may from time to time amend this Prospectus to reflect various changes it deems necessary and in the best interest of the Fund, such as implementing changes to laws and regulations, changes to a Sub-Fund's objective and policy or changes to fees and costs charged to a Sub-Fund or Share Class. Any amendment of this Prospectus will require approval by the CSSF prior to taking effect. In accordance with applicable laws and regulations, Shareholders in a Sub-Fund or Share Class will be informed about the changes and, where required, will be given at least one month prior notice of any proposed material changes in order for them to request the redemption of their Shares free of charge should they disagree.

#### **5.5 Documents and information available**

Shareholders may obtain, upon request during business hours on any business day in Luxembourg, a copy of this Prospectus as well as of the latest Annual Report and the Articles of Association from the Fund or AIFM free of charge. Upon request, a Shareholder shall be sent those documents or be apprised of the place where, in each Member State in which the Shares of a Sub-Fund that qualifies as an ELTIF are marketed, the Shareholder may consult them.

The information listed in Article 23 of the AIFMD and on the jurisdictions in which a Sub-Fund that qualifies as an ELTIF has invested, in accordance with Article 23(4)(i) of the ELTIF Regulation, will be made available free of charge at the registered office of the AIFM to prospective Shareholders before they invest in the Fund. Any material changes to such information will be made available to them free of charge at the registered office of the AIFM.

The AIFM and the Investment Managers have a “best execution policy with the objective of obtaining the best possible result for the Fund when executing decisions to deal on behalf of the Fund or placing orders to deal on behalf of the Fund with other entities for execution. Further information on the best execution policy may be obtained from the AIFM upon request.

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

Copies of the following documents are available for inspection during usual business hours on any Business Day at the registered office of the Fund: (i) the Management Agreement, (ii) the Depositary Agreement and (iii) the Administration Agreement.

## 5.6 Merger and reorganisation

### 5.6.1 Merger of the Fund, Sub-Funds or Share Classes

The Board of Directors may decide to merge, in accordance with applicable laws and regulations, the Fund, a Sub-Fund or Share Class (the “**Merging Entity**”) with (i) another Sub-Fund or class of shares of the Fund, or (ii) another Luxembourg undertaking organised under the law of 13 February 2007 on specialised investment funds (“**SIFs**”) or sub-fund or class of shares thereof, or (iii) another Luxembourg undertaking organised under the law of 23 July 2016 on reserved alternative investment funds or sub-fund or class of shares thereof, or (iv) another Luxembourg UCI organised under the 2010 Law, or sub-fund or class of shares thereof, or (v) another foreign undertaking for collective investment or sub-fund or class of shares thereof (the “**Receiving Entity**”) in the event that, for any reason, the Board of Directors determines that:

- (a) the Net Asset Value of the merging Sub-Fund or Share Class has decreased to, or has not reached, the minimum level for that Sub-Fund or Share Class to be managed and/or administered in an efficient manner,
- (b) changes in the legal, economic or political environment would justify such merger, or
- (c) a product rationalisation would justify such merger,

by transferring the Assets and liabilities from the Merging Entity to the Receiving Entity, or by allocating the Assets of the Merging Entity to the Assets of the Receiving Entity, or by any other method of merger, amalgamation or reorganisation, as may be applicable, and, following a split or consolidation, if necessary, and the payment to Shareholders of the amount corresponding to any fractional entitlement, by re-designating the shares of the Merging Entity as shares of the Receiving Entity, or by any other method of reorganisation or exchange of shares, as may be applicable.

Shareholders of the Merging Entity will be informed of the merger by way of a notice sent prior to the merger one month before it becomes effective in accordance with the Articles of Association and the applicable laws and regulations. The notice will indicate the reasons for and the procedures of the merger, as well as information on the Receiving Entity. The notice will also indicate that Shareholders of the Merging Entity have the right to request the redemption of their Shares free of charge (but taking into account actual realisation prices of investments, realisation expenses and liquidation costs) at least

one month prior to the effective date of the merger. Exceptions may apply if the Receiving Entity is a Share Class of the Fund. Such a merger does not require the prior consent of the Shareholders except where the Fund is the Merging Entity which, thus, ceases to exist as a result of the merger. In the latter case, the general meeting of Shareholders of the Fund must decide on the merger and its effective date. Such general meeting will decide subject to the quorum and majority requirements applicable in case of an amendment of the Articles of Association.

The Board of Directors may decide to proceed, in accordance with applicable laws and regulations, with the absorption by the Fund or one or several Sub-Funds or classes of shares of (i) another Luxembourg undertaking organised under the 2010 Law or sub-fund or class of shares thereof, or (ii) another Luxembourg undertaking organised under the law of 13 February 2007 on SIFs or sub-fund or class of shares thereof, or (iii) another Luxembourg undertaking organised under the law of 23 July 2016 on reserved alternative investment funds or sub-fund or class of shares thereof, or (iv) another Luxembourg UCI organised under the 2010 Law, or sub-fund or class of shares thereof, or (v) another foreign UCI or sub-fund or class of shares thereof. A Sub-Fund which qualifies as an ELTIF may be only merged with a Sub-Fund or another entity or a sub-fund of another entity if such Sub-Fund, such entity or such sub-fund of another entity qualifies also as ELTIF.

Notwithstanding the powers conferred on the Board of Directors by the preceding paragraphs, Shareholders of the Merging Entity may decide on such merger by a resolution taken by the general meeting of Shareholders of the Sub-Fund or Share Class concerned. The convening notice to the general meeting of Shareholders of the Sub-Fund or Share Class will indicate the reasons for and the procedures of the proposed merger, as well as information on the receiving Entity.

#### 5.6.2 Absorption of another fund or sub-fund or share class

The Board of Directors may decide to proceed, in accordance with applicable laws and regulations, with the absorption, including by way of merger or by acceptance of a contribution in kind, by the Fund or one or several Sub-Funds or Share Classes of (i) another Luxembourg SIF or sub-fund or share class thereof, or (ii) another Luxembourg UCI organised under the 2010 Law or sub-fund or share class thereof, or (iii) another foreign UCI or sub-fund or share class thereof (the “**Absorbed Entity**”).

Notwithstanding the powers conferred on the Board of Directors by the preceding paragraph, the Shareholders of the Fund or any Sub-Fund or Share Class, as applicable, may also decide on any of the absorptions as well as on the effective date thereof by resolution taken by the general meeting of Shareholders of the Fund or Sub-Fund or Share Class. The convening notice will explain the reasons for and the process of the proposed absorption.

#### 5.6.3 Reorganisation of Sub-Funds or Share Classes

Under the same conditions and procedure as for a merger of Sub-Funds or Share Classes into another Sub-Fund or Share Class of the Fund, the Board of Directors may decide to reorganise a Sub-Fund or Share Class by means of a division into two or more Sub-Funds or Share Classes.

## 5.7 Liquidation

### 5.7.1 Termination and liquidation of Sub-Funds or Share Classes

The Board of Directors may decide to compulsorily redeem all the Shares of any Sub-Fund or Share Class and thereby terminate and liquidate any Sub-Fund or Share Class in cases set out in the relevant Supplement and/or in the event that, for any reason, the Board of Directors determines that:

- (a) the Net Asset Value of a Sub-Fund or Share Class has decreased below, or has not reached, the minimum level for that Sub-Fund or Share Class to be operated in an efficient manner;
- (b) changes in the legal, economic or political environment would justify such liquidation; or
- (c) a product rationalisation would justify such liquidation.

Shareholders will be informed of the decision to terminate a Sub-Fund or Share Class by way of a notice. The notice will explain the reasons for and the process of the termination and liquidation.

Notwithstanding the powers conferred on the Board of Directors by the preceding paragraph, the Shareholders of any Sub-Fund or Share Class, as applicable, may also decide on such termination by resolution taken by the general meeting of Shareholders of the Sub-Fund or Share Class and have the Fund redeem compulsorily all the Shares of the Sub-Fund or Share Class at the Net Asset Value per Share for the applicable Valuation Day. In particular, reference is made to the case (i) the Shareholders exercise their right to redeem all their Shares and the minimum capital requirements of EUR 1,250,000 is no longer met, or (ii) the Shareholders request the earlier liquidation of the Fund or the Sub-Fund. The convening notice will explain the reasons for and the process of the proposed termination and liquidation.

Sub-Funds or Share Classes with a defined term will be automatically terminated and liquidated upon the conclusion of its term, as set out in the relevant Supplement where applicable, unless terminated earlier in accordance with the provisions of this section.

Actual realisation prices of investments, realisation expenses and liquidation costs will be taken into account in calculating the Net Asset Value applicable to the mandatory redemption. Shareholders in the Sub-Fund or Share Class concerned will generally be authorised to continue requesting the redemption or conversion of their Shares prior to the effective date of the mandatory redemption, unless the Board of Directors determines that it would not be in the best interest of Shareholders in that Sub-Fund or Share Class or could jeopardise the fair treatment of Shareholders.

All Shares redeemed will generally be cancelled. Redemption proceeds which have not been claimed by Shareholders upon the mandatory redemption will be deposited in escrow at the *Caisse de Consignation* in Luxembourg in accordance with applicable laws and regulations. Proceeds not claimed within the statutory period will be forfeited in accordance with applicable laws and regulations.

The termination and liquidation of a Sub-Fund or Share Class will have no influence on the existence of any other Sub-Fund or Share Class. The decision to terminate and liquidate the last Sub-Fund existing in the Fund will result in the dissolution and liquidation of the Fund in accordance with the provisions of the Articles of Association.

#### 5.7.2 Dissolution and liquidation of the Fund

The Fund is incorporated for an unlimited period.

The mandatory dissolution of the Fund may be ordered by Luxembourg competent courts in circumstances provided by the 2010 Law and the 1915 Law.

As soon as a decision to dissolve the Fund will be taken, the issue, redemption or conversion of the Shares in all Sub-Funds is prohibited. The liquidation will be carried out in accordance with the provisions of the 2010 Law and 1915 Law. Liquidation proceeds which have not been claimed by Shareholders at the time of the closure of the liquidation will be deposited in escrow at the *Caisse de Consignation* in Luxembourg. Proceeds not claimed within the statutory period will be forfeited in accordance with applicable laws and regulations.

As further described in the Articles of Association, one or several liquidators shall be appointed in the event of a decision to liquidate the Fund or a Sub-Fund is taken and such appointment shall be subject to prior CSSF approval.

## **PART B. GENERAL SECTION APPLICABLE TO ALL SUB-FUNDS**

*The purchase of the Shares in the Fund involves a number of significant risks and other important factors relating to investments in funds generally, and relating to the structure and investment objectives of the Fund in particular. There can be no assurance that the Fund's investment objectives will be achieved, or that an investor will receive a return of its capital. The environment for the type of investments which the Fund is seeking to make is increasingly competitive and an investor should only invest in the Fund if the investor can withstand a total loss of its investment. Risks associated with an investment in the Fund include, but are not limited to, the risks discussed below and should be carefully evaluated before making an investment in the Fund. A prospective investor should also consider the risks described below and elsewhere in this Prospectus.*

*This General Section applies to all Sub-Funds set up under the umbrella structure of the Fund. The specific features of each Sub-Fund are set forth in the Supplement.*

### **1. RISK FACTORS**

The AIFM has established policies, procedures and governance structures to identify and manage investment management and operational risks. The AIFM implements appropriate risk management systems, according to the investment policies of the Sub-Fund, in order to detect, measures, manage and monitor in an appropriate manner the risk of the positions and their contribution to the overall risk profile of the Sub-Fund.

The AIFM is responsible for establishing, maintaining and overseeing a risk governance framework.

The AIFM has delegated day to day risk management oversight responsibility to the AIFM management committee and has appointed a director and conducting officer for risk management who is responsible for the AIFM risk management function. For the sake of clarity, the AIFM management committee does not constitute a portfolio management committee being responsible for portfolio management decisions, but a committee of the AIFM's "Conducting Officers" whose purpose is to decide on matters allocated to the conducting offers.

The risk management function supports the management committee in fulfilling its risk oversight responsibility, including on identifying, assessing and monitoring AIF risks.

#### **1.1 General risk factors**

##### **1.1.1 Segregation of Sub-Funds**

The Fund is structured as a single legal entity incorporated as an "umbrella fund" comprised of separate Sub-Funds. Under Luxembourg law, each Sub-Fund represents a segregated pool of Assets and liabilities. By operation of the law, the rights and claims of creditors and counterparties of the Fund arising in respect of the creation, operation or liquidation of a Sub-Fund will be limited to the Assets allocated to that Sub-Fund. However, while these provisions are binding in a Luxembourg court, these provisions have not been tested in other jurisdictions, and a creditor or counterparty might seek to attach or seize Assets of a Sub-Fund in satisfaction of an obligation owed in relation to another Sub-Fund in a jurisdiction which would not recognise the principle of segregation of liability between Sub-Funds. Moreover, under Luxembourg law, there is no legal segregation of Assets and liabilities

between Share Classes of the same Sub-Fund. In the event that, for any reason, Assets allocated to a Share Class become insufficient to pay for the liabilities allocated to that Share Class, the Assets allocated to other Share Classes of the Sub-Fund will be used to pay for those liabilities. As a result, the Net Asset Value of the other Share Classes may also be reduced.

#### 1.1.2 Business risk

There can be no assurance that the Fund will achieve its investment objective in respect of any of the Sub-Funds. The investment results of a Sub-Fund are reliant upon the success of the Investment Manager.

#### 1.1.3 Risk to capital & income will vary

General economic conditions may affect a Sub-Fund's activities. Assets in which a Sub-Fund invests may be sensitive to general downward swings in the overall economy. Changes in economic conditions, including, for example, inflation, unemployment, competition, technological developments, political events and innumerable other factors, none of which will be within the control of the AIFM or the Investment Manager, can substantially and adversely affect the business and prospects of such Sub-Fund. Fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for a Sub-Fund and may affect a Sub-Fund's ability to make investments and the value of the investments held by such Sub-Fund. Instability in the securities markets and economic conditions generally may also increase the risks inherent in a Sub-Fund's investments. The repercussions of this market turmoil are unclear.

The ability to realise investments depends not only on the underlying investments and their historical results and prospects, but also on political, market and economic conditions at the time of such realisations. Increased volatility in the financial sector may have a material adverse effect on the ability of a Sub-Fund to buy, sell and partially dispose of its underlying investment. A Sub-Fund may be adversely affected to the extent that it seeks to dispose of any of its investments in an illiquid or volatile market and such Sub-Fund may find itself unable to dispose of investments at prices that the AIFM or the Investment Manager believe reflect the fair value of such Investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted.

There can be no assurance that any appreciation in value of investments will occur or that the investment objective will actually be achieved. The value of investments and the income from them will fall as well as rise and investors may not recoup the original amount they invested. Past performance is not a guide to future performance.

#### 1.1.4 Hedging risk

Hedging transactions may be entered into using exchange-traded or OTC derivatives or by the purchasing of securities in order to hedge a Sub-Fund's exposure to foreign exchange or market risk. The Investment Manager may, as far as is reasonably practicable, seek to hedge out foreign currency exposure at Sub-Fund level by entering into, for example, forward foreign exchange transactions or other methods of reducing exposure to currency fluctuations.

If undertaken, portfolio hedging aims to reduce the Sub-Fund's level of market risk or hedge the currency exposure to the currency of denomination of some or all of the securities held by the Sub-Fund. Any hedging undertaken at portfolio level may not fully hedge exposure and will not fully mitigate risk.



Hedging transactions, while potentially reducing the risk of currency and market risk exposure to which a Sub-Fund or a Share Class may otherwise be exposed, involve certain other risks, including the risk of a default by a counterparty, as described under the risk factor “Counterparty risk” below.

Prospective investors should note that there can be no assurance that any hedges which are in place from time to time will be effective.

#### 1.1.5 Share class currency hedging

The base currency of the Fund is the Euro. The Fund may issue Share Classes which are denominated in non-Euro currencies (the “**Currency Hedged Share Classes**”).

It is the AIFM's current intention to hedge the currency exposure of the Shareholders of the Currency Hedged Share Classes. The adoption of this strategy may substantially limit Shareholders of those classes from benefiting if the currency of their share class falls against the Euro and/or against the other currencies in which the Assets of the Fund are denominated but is also designed to partially protect Shareholders of Currency Hedged Share Classes in the event of the currency of their Share class rising against the Euro and/or against the other currencies in which the Assets of the Fund are denominated. All costs and gains/losses of such hedging transactions (including any fees or costs of any hedging provider at any normal commercial rates) will accrue solely to the Shareholders of the relevant class and shall not form part of the Assets of the Fund or constitute a liability of the Fund. Any such hedging will in no case exceed 105% of the Net Assets Value of Currency Hedged Share Classes on any Subscription Day.

Shareholders of a Currency Hedged Share Class should be aware that the exchange rate used for the purpose of converting the proceeds of their trade to or from Euro is likely to be the rate prevailing at the time the necessary currency hedging contracts are put in place which means that this exchange rate risk is borne by those transacting Shareholders rather than by the other Shareholders in the Fund save where they cannot be satisfied out of the Assets attributable to that class.

The implication of this currency hedging policy is that Shareholders of the Currency Hedged Share Classes will limit any potential currency risk of the value if the currency of their share class rising against the Euro. On the other hand, as well as incurring the cost of such hedging transactions, Shareholders of the Currency Hedged Share Classes will sacrifice the potential gain should the currency of their Currency Hedged Share Class fall against the Euro.

#### 1.1.6 Counterparty risk

On a day-to-day basis a Sub-Fund may trade with market participants in order to build Assets which will give rise to short term counterparty risk. In addition, a Sub-Fund may invest its Assets in overnight deposits of credit institutions, money market funds, treasuries or other near cash securities (short term and easily tradable bonds). Such ancillary liquid Assets may be held for longer periods where, due to market circumstances, the AIFM believes that it is in the best interests of a Sub-Fund to do so.

Should a Sub-Fund trade OTC derivatives (which includes forward foreign exchange) it must do so with approved OTC counterparties with appropriate legal documentation in place, namely ISDA agreements. The ISDA agreement also contains a Credit Support Annex (the “**CSA**”). If a Sub-Fund is subject to the European market infrastructure regulation (the “**EMIR**”) clearing requirements and the counterparty is also acting as the clearing broker, a clearing addendum must also be appended to the ISDA. In the case

of cleared OTC, a separate cleared derivatives execution agreement (the “CDEA”) is also required. These legal documents ensure segregation of liabilities in the event of a default and define the appropriate collateral and acceptable haircuts with each counterparty, clearing broker, clearing house and a Sub-Fund. Additional key controls for both bi-lateral and cleared OTC include: daily valuation of positions, daily collateralisation, zero thresholds and netting. Owing to the settlement cycle of collateral a Sub-Fund may have a mixture of collateralised and uncollateralised risk.

#### 1.1.7 Depositary – segregation, sub-custodians and insolvency risk

Where securities are held with a sub-custodian or by a securities depositary or clearing system, such securities may be held by such entities in client omnibus accounts and in the event of a default by any such entity, where there is an irreconcilable shortfall of such securities, the Board of Directors and/or the AIFM, on behalf of the Fund, may have to share that shortfall on a pro-rata basis. Securities may be deposited with clearing brokers which the Depositary is not obliged to appoint as its sub-custodians and in respect of the acts or defaults of which the Depositary shall have no liability. There may be circumstances where the Depositary is relieved from liability for the acts or defaults of its appointed sub-custodians provided that the Depositary has complied with its duties.

The Fund is at risk of the Depositary or a sub-custodian entering into an insolvency procedure. During such a procedure (which may last many years) the use by the Board of Directors and/or the AIFM, on behalf of the Fund, of Assets held by or on behalf of the Depositary or the relevant sub-custodian, as the case may be, may be restricted and accordingly (a) the ability of the Investment Manager to fulfil the investment objective of each Sub-Fund may be severely constrained, (b) the AIFM may be required to suspend the calculation of the Net Asset Value and as a result subscriptions for, conversion of and redemptions of the Shares, and/or (c) the Net Asset Value may be otherwise affected. During such a procedure, the Fund is likely to be an unsecured creditor in relation to certain Assets and accordingly the Board of Directors and/or the AIFM, on behalf of the Fund, may be unable to recover such Assets from the insolvent estate of the Depositary or the relevant sub-custodian, as the case may be, in full, or at all.

#### 1.1.8 Third - Party Litigation

In addition to litigation relating to the bankruptcy process, a Sub-Fund's investment activities subject it to the normal risks of becoming involved in litigation by third parties. This risk is somewhat greater where a Sub-Fund exercises control or significant influence over a company's direction. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would generally be borne by the relevant Sub-Fund and would reduce net Assets.

#### 1.1.9 Regulator investigations

Regulatory authorities have been conducting inquiries into and bringing enforcement and other proceedings regarding trading and other practices against, advisers, sponsors and distributors of investment companies and private funds. The Fund or the Investment Manager may receive requests for information or subpoenas from regulatory authorities from time to time in the ordinary course of their business. These requests may relate to a broad range of matters, including specific practices of the Investment Manager, the securities or commodities in which the Investment Manager invest on behalf of its clients or industry-wide practices. Such burdens may divert the Investment Manager's time, attention and resources from investment management and trading activities.

#### 1.1.10 Compliance with anti-money laundering and counter terrorist-financing (“AML/CFT”) requirements.

In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, the subscription agreements executed by investors will require certain information, documents and representations verifying, among other things, such investors' identity and the source of funds used to purchase the Shares and require the investors to provide additional information upon the AIFM's request. As also further set out in Part B. 3(Data Protection, Anti-Money Laundering), the AIFM may be required to provide this information, or report the failure to comply with such requests, to appropriate governmental authorities, in certain circumstances without notifying the investors that the information has been so provided. The Fund's subscription agreements will authorize the AIFM to take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures, which steps may include prohibiting an investor from making further subscriptions to the Fund, depositing distributions to which an investor would otherwise be entitled into an escrow account or causing the withdrawal of an investor from the relevant Sub-Fund.

#### 1.1.11 Change to the United Kingdom's Political Environment

In December 2020 the European Union and the United Kingdom reached agreement on an EU-UK Trade and Cooperation Agreement (the “**FTA**”) to govern the trading relationship between the parties from and after 1 January 2021, from which date the United Kingdom has regulated its own separate and distinct market.

Brexit has led to political, legal, tax and economic uncertainty and such uncertainty may impact on the Fund and/or the markets within which it operates, not just in the United Kingdom but throughout the European Union. The longer term impact of the decision to leave the European Union on the United Kingdom regulatory framework will depend, in part, on the relationship that the United Kingdom will seek to establish with the European Union in the future. Accordingly, it is possible that UK investors in the Fund may be subject to fewer regulatory protections than would otherwise be the case and any changes to UK legislation or regulation may introduce potentially significant new uncertainties and instabilities in financial markets.

#### 1.1.12 EU Regulatory Oversight

The Fund is an AIF for the purposes of AIFMD and the 2013 Law.

The AIFMD regulates alternative investment fund managers established in the EEA (such as the AIFM) and prohibits such alternative investment fund managers from managing any AIFs such as the Fund or marketing shares to investors in the EEA unless (i) authorization is granted to the alternative investment fund manager by its home state and (ii) if the activity is to be performed in an EEA state other than the home state, the relevant passport has been obtained.

The AIFMD imposes certain operating conditions and obligations on alternative investment fund managers, including in relation to investment in securitization positions, liquidity management, leverage, and asset stripping that may restrict the investment strategies available to the AIFM in relation to the Fund and have a negative impact on the returns to investors. In addition, the AIFMD imposes conditions on the marketing of shares in AIFs by an alternative investment fund manager. Compliance with such conditions and obligations will create additional costs that may be passed to the investors in the Fund

and may restrict the activities of the Fund. The AIFMD provisions may also impact the markets in which the Fund can invest.

The AIFM is required under the AIFMD to take all reasonable steps to identify conflicts of interest that arise in the course of managing the Fund. The AIFM is further required to maintain and operate organizational and administrative arrangements with a view to taking all reasonable steps to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Fund and its investors. If the organizational arrangements made by the AIFM to identify, prevent, manage and monitor conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, the general nature or sources of conflicts of interest must be clearly disclosed. Investors should therefore carefully consider the nature and sources of conflicts of interest disclosed below.

#### 1.1.13 Risks Regarding Amendments to the ELTIF Regulation

A Sub-Fund that qualifies as an ELTIF, to the extent applicable, will have to comply with the regulatory technical standards under the ELTIF Regulation issued by the European Securities and Markets Authority or any potential future amendments to the ELTIF Regulation. Therefore, there is a risk that the features of such Sub-Fund being subject to the ELTIF Regulation will be amended in order to implement any future amendments to the ELTIF Regulation.

#### 1.1.14 Environmental Risks

Environmental laws, regulations and regulatory initiatives play a significant role in certain industries and can have a substantial impact on investments in these industries. These industries will continue to face considerable oversight from environmental regulatory authorities and significant influence from non-governmental organisations and special interest groups. A Sub-Fund may invest in underlying investments that are subject to changing and increasingly stringent environmental and health and safety laws, regulations and permit requirements. New and more stringent environmental and health and safety laws, regulations and permit requirements or stricter interpretations of current laws or regulations could impose substantial additional costs on investments or potential investments. Compliance with such current or future environmental requirements does not ensure that the operations of a Sub-Fund's investments will not cause injury to the environment or to people under all circumstances or that a Sub-Fund's investments will not be required to incur additional unforeseen environmental expenditures. Environmental hazards could expose the investments to material liabilities for property damages, personal injuries or other environmental harm, including costs of investigating and remediating contaminated properties. Moreover, failure to comply with regulatory or legal requirements could have a material adverse effect on an underlying investment or project, and there can be no assurance that underlying investments will at all times comply with all applicable environmental laws, regulations and permit requirements. Past practices or future operations of underlying investments could also result in material personal injury or property damage claims. Any non-compliance with these laws and regulations could subject the Fund and its properties to material administrative, civil or criminal penalties or other liabilities. Under certain circumstances, environmental authorities and other parties may seek to impose personal liability on the shareholders of a fund (such as the Fund) subject to environmental liability. A Sub-Fund may experience material losses due to these risks.

#### 1.1.15 ESG Data Risk

ESG information from third party data providers may be incomplete, inaccurate or unavailable. As a result, there is a risk that the Investment Manager (or Sub-Investment Manager where applicable) may incorrectly assess a security or issuer, resulting in the incorrect inclusion or exclusion of a security in the portfolio of a Sub-Fund. Incomplete, inaccurate or unavailable ESG data may also act as a methodological limitation to a non-financial investment strategy (such as the application of ESG Factors or similar). Where identified, the Investment Manager (or Sub-Investment Manager where applicable) will seek to mitigate this risk through its own assessment.

#### 1.1.16 Sustainability Risks

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

Unless specifically provided in the Supplements, the Sub-Funds do not actively promote ESG Factors and do not maximise portfolio alignment with ESG Factors. Therefore, unless specifically detailed otherwise in the respective Supplement the Sub-Funds do not systematically consider principal adverse impacts of the investments as measured by principal adverse impact indicators defined in the Annex I of EU Commission Delegated Regulation 2022/1288. However, the Sub-Funds remain exposed to Sustainability Risks. Such Sustainability Risks are integrated into the investment decision making and risk monitoring to the extent that they represent a potential or actual material risks and/or opportunities to maximising the long-term risk-adjusted returns.

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

Such assessment of the likely impact must therefore be conducted at the portfolio level. However, considering worldwide multi-asset investment strategies employed by the Sub-Funds, with no industry sector focus, the Sub-Funds are expected to display highly diversified portfolios. Therefore, the Investment Manager believes that each Sub-Fund will be exposed to a broad range of Sustainability Risks, which will differ from company to company. Some markets and sectors will have greater exposure to Sustainability Risks than others. For instance, the energy sector is known as a major greenhouse gas (GHG) producer and may be subject to greater regulatory or public pressure than other sectors and thus greater risk. However, it is not anticipated that any single Sustainability Risk will drive a material negative financial impact on the return of the Sub-Funds or on the value of the Sub-Funds' investments.

The Fund follows M&G Investments ESG Integration and Sustainable Investing Policy, which can be accessed via the Investment Manager's website.

#### 1.1.17 Changes in law, practice and interpretation

Changes in legal, tax and regulatory regimes may occur during the life of the Fund, which may have an adverse effect on it, its investments or investors. In particular, applicable law and any other rules or customary practice relating to or affecting tax, or the interpretation of these in relation to the Fund, its Assets, investors and any investment in the Fund, may change during the life of the Fund (possibly with

retrospective effect). In particular, both the level and basis of taxation may change. Additionally, the interpretation and application of tax law, rules and customary practice by any taxation authority or court may differ from that anticipated by the AIFM, the Investment Manager, and their advisers. This could significantly affect returns to investors.

#### 1.1.18 No achievement of the Sub-Funds' investment objectives risk

The business of identifying and structuring investments of the types contemplated by any Sub-Fund and the relevant underlying Assets is competitive and involves a high degree of uncertainty. Furthermore, the availability of investment opportunities generally will be subject to market conditions and competition from other groups as well as, in some cases, the prevailing regulatory or political climate. Interest rates, general levels of economic activity, the price of securities, and participation by other investors in the financial markets could affect the value and number of investments made by the Sub-Fund and the underlying Assets or considered for prospective investment.

No assurance can be given that the Fund and any Sub-Fund will be successful in obtaining suitable investments, or if such investments are made, that the objectives of the Sub-Fund will be achieved. Accordingly, there can be no assurance that the Sub-Fund or the underlying Assets will be able to identify and complete attractive investments in the future.

#### 1.1.19 Difficult market, economic, political, regulatory conditions and global trade war risks

The activities of the Fund and its investments could be materially adversely affected by the instability in the global financial markets or changes in market, economic, political, or regulatory conditions, as well as by numerous other factors outside the control of the Board of Directors, the AIFM, the Investment Manager or their respective affiliates, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, terrorism, and local, national and international political circumstances. These factors could affect the level and volatility of security prices and liquidity of the securities held by the Fund or its underlying investments. Unexpected volatility or liquidity could impair the Fund's profitability or result in losses to the Fund. General levels of economic activity could affect the value and number of investments made or considered for prospective investment by the Fund or. In addition, future disruptions in the global markets could affect the price of, as well as the ability to make, certain types of investments, and there can be no assurance that these disruptions will not occur. In particular, global, regional and local political dynamics, including recent populist and anti-globalization movements could result in material changes in economic, trade, and immigration policies, all of which could lead to significant disruption of global markets and could have materially adverse consequences on the investments of the Fund, including, in particular, on portfolio companies whose operations are directly or indirectly dependent on international trade, including, in particular, trade with the United States.

In the event of a market downturn, each of the investments held by each Sub-Fund could be adversely affected. Underlying investments could face reduced opportunities to sell and realize value from their existing investments and there could be a lack of suitable new investments and the Sub-Fund to make. In addition, economic downturns could make it more difficult for companies to meet their debt service obligations and satisfy financial covenants, either of which could have a material adverse effect on their businesses and negatively affect the performance of the Sub-Fund.

The Fund may, in particular, be effected by significant changes in, among other things, economic policy (including with respect to interest rates, tariffs and foreign trade), the regulation of the asset

management industry, tax law, immigration policy, environmental protection and/or climate change policies or regulations and/or government entitlement programs. This could have a material adverse impact on the business, operations and financial condition of the Fund by reducing the value or performance of Portfolio Investments which may affect fees payable to the Fund, or by reducing the ability to raise or deploy capital or obtain appropriate financing.

If trade disputes between the United States and other countries continue or escalate, or if additional tariffs or trade restrictions are implemented by the United States or other countries in connection with a global trade dispute or “trade war”, there could be material adverse effects on the global economy, and the Fund and its Portfolio Investments could be materially and adversely affected.

More generally, legislative acts, rulemaking, adjudicatory or other activities including, in particular by the U.S. Congress, the SEC, the United States Federal Reserve Board, the Financial Industry Regulatory Authority, Inc. or other U.S. or non-U.S. governmental, quasi-governmental or self-regulatory bodies, agencies and regulatory organisations could make it more difficult (or less attractive) to achieve the investment objectives of the Fund. Populist and anti-globalisation movements in certain countries could result in material changes in economic, trade, climate change and immigration policies, all of which could lead to significant disruption of global markets and could have materially adverse consequences on Portfolio Investments, including, in particular on portfolio companies and other issuers whose operations are directly or indirectly dependent on international trade.

Any instability in the global economy and markets could result in the Funds not generating expected current proceeds or failing to appreciate as anticipated and suffering losses. No assurance can be given that market conditions, trends or opportunities will arise or continue, as applicable. Trends and historical events do not imply, forecast or predict future events.

#### 1.1.20 Valuation Risks

The process of valuing securities for which reliable market quotations are not available is based on inherent uncertainties and the resulting values may differ from values that would have been determined had an active market existed for such securities and may differ from the prices at which such securities may ultimately be sold. With respect to the Fund, the exercise of discretion in valuation by the AIFM may give rise to conflicts of interest, as management fees and profits interests are calculated based, in part, on these valuations and such valuations affect performance return calculations. In addition, the AIFM may or may not value the investments differently with how the same or similar investments are valued by the AIFM of other funds.

#### 1.1.21 Fund Valuations May Fluctuate

The valuations of the Sub-Funds and the investments are calculated based upon good faith assessment of the fair value of the Assets. Therefore, valuations of investments for which market quotations are not readily available may differ materially from the values that would have resulted if a liquid market for such investments had existed. Even if market quotations are available for any of the Sub-Funds' investments, such quotations may not reflect the realisable value. The Sub-Funds may experience fluctuations in results from period to period due to a number of factors, including changes in the values of the investments, distributions, dividends or interest paid in respect of Investments, the degree to which the Sub-Funds encounter competition in their businesses, the timing of the recognition of realised and unrealised gains or losses and general economic and market conditions. A number of asset classes have exhibited volatility in returns over different periods and it is likely that this will continue to be the

case in the future. Such variability may cause results for a particular period not to be indicative of performance in a future period.

#### 1.1.22 Equity Market Risk

Risks associated with investments in equities (and similar instruments) include significant price fluctuations, negative news regarding the issuer or market, and whether equities are subordinate to bonds issued by the same company. Moreover, fluctuations are often amplified in the short term. The risk of one or more companies declining or not progressing may have a negative effect on the portfolio's overall performance at a given moment.

#### 1.1.23 Market Disruption Risk

Global conflict in various parts of the world could have significant adverse effects on the global economy. A global conflict involving, or in the vicinity of, a company in which a Sub-Fund invests may result in a liability far in excess of available insurance coverage. The AIFM cannot predict the likelihood of these types of events occurring in the future nor how such events may affect the Fund.

#### 1.1.24 Impact of Natural or Man-Made Disasters; Disease Epidemics

Certain regions are at risk of being affected by natural disasters or catastrophic natural events. Considering that the development of infrastructure, disaster management planning agencies, disaster response and relief sources, organised public funding for natural emergencies, and natural disaster early warning technology may be immature and unbalanced in certain countries, the natural disaster toll on an individual investment or the broader local economic market may be significant. Prolonged periods may pass before essential communications, electricity and other power sources are restored and operations of the portfolio company can be resumed. A Sub-Fund's investments could also be at risk in the event of such a disaster. The magnitude of future economic repercussions of natural disaster may also be unknown, may delay a Sub-Fund's ability to invest in certain loans, and may ultimately prevent any such investment entirely. Investments may also be negatively affected by man-made disasters. Man-made disasters, including associated publicity, may have a significant negative impact on overall consumer confidence, which in turn may materially and adversely affect the performance of a Sub-Fund's investments, whether or not such investments are involved in such man-made disaster.

In addition, certain illnesses spread rapidly and have the potential to significantly adversely affect the global economy. Any outbreak of disease epidemics such as the severe acute respiratory syndrome, avian influenza, H1N1/09, including most recently, the coronavirus (COVID-19), or other similarly infectious diseases may result in the closure of an investment's offices or other businesses, including office buildings, retail stores and other commercial venues and could also result in (a) the lack of availability or price volatility of raw materials or component parts necessary to an investment's business, (b) disruption of regional or global trade markets and/or the availability of capital or leverage, (c) trade or travel restrictions which impact an investment's business and/or (d) a general economic decline and/or decline in the real estate market, and have an adverse impact on a Sub-Fund's value, a Sub-Fund's investments, or a Sub-Fund's ability to source new investments.

An outbreak of infectious diseases, like epidemics and pandemics, such as the COVID-19, might lead to lockdowns of cities and/or countries in which outbreaks take place, in particular if such infectious diseases continue for an extended period of time or start to spread globally. Infectious diseases might have an adverse impact on the Fund's administrative management, the construction of real estate



investments, the operation of stabilised investments, or a Sub-Fund's ability to source new investments or to realise its investments.

#### 1.1.25 Cyber Security Risk

With the increased use of technologies such as the internet and the dependence on computer systems to perform necessary business functions, investment vehicles such as the Fund, and its service providers and the Investment Manager may be prone to operational and information security risks resulting from cyber-attacks. In general, cyber-attacks result from deliberate attacks, but unintentional events may have effects similar to those caused by cyber-attacks. Cyber-attacks include, among other behaviours, stealing or corrupting data maintained online or digitally, denial-of-service attacks on websites, the unauthorised release of confidential information and causing operational disruption. Successful cyber-attacks against, or security breakdowns of, the Fund, the Investment Manager, the Fund's Depositary or Administrator and/or other third-party service providers may adversely impact the Fund or the investors. For instance, cyber-attacks may interfere with the processing of investor transactions, impact the Fund's ability to value its Assets, cause the release of private investor information or confidential information of the Fund, impede Fund operations, cause reputational damage, and subject the Fund to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. The Fund may also incur substantial costs for cyber security risk management in order to prevent any cyber incidents in the future. The Fund and the investors could be negatively impacted as a result. While the Fund or the Fund's service providers have established business continuity plans and systems designed to prevent such cyber-attacks, there are inherent limitations in such plans and systems including the possibility that certain risks have not been identified. Similar types of cyber security risks are also present for issuers of securities or other instruments in which a Sub-Fund invests, which could result in material adverse consequences for such issuers and may cause a Sub-Fund's investment therein to lose value.

#### 1.1.26 Russian Invasion Risk

Geopolitical conflicts can have significant and unpredictable effects on global markets. The ongoing conflict involving Russia and Ukraine, along with international responses such as sanctions and other economic measures, continues to create uncertainty. Various governments and organisations have imposed restrictions on entities, individuals, and institutions linked to the region, which may impact global economic conditions, market stability, and investor confidence. The broader implications, including potential shifts in international relations and economic policies, remain uncertain.

The Fund's investment guidelines do not include any specific allocation to Russia or Ukraine, nor does it expect to have direct investment exposure to assets or issuers domiciled in these countries. However, geopolitical instability, including this conflict, may have indirect consequences on the business, legal, and financial landscape in Europe and beyond. These risks may include increased market volatility, disruptions in trade and supply chains, inflationary pressures, and broader macroeconomic impacts.

The Fund and its management and advisory entities are subject to laws which restrict dealings with persons that are from or located or domiciled in sanctioned jurisdictions. Accordingly, subject to compliance with applicable law, the Fund will require prospective investors to represent that they are not named on a list of prohibited entities and individuals maintained by the U.S. Treasury Department's Office of Foreign Assets Control or under applicable EU and UK regulations and are not from or operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, the EU or the UK or any other applicable jurisdictions (collectively,

**“Sanctions Lists”**). Where an investor is on a Sanctions List, the Fund may be required to cease any further dealings with the investor's interest in the Fund, until such sanctions are lifted or a licence is sought under applicable law to continue dealings. There can be no assurance as to when, or whether, any such investor would ever receive any amounts or other rights to which it would otherwise be entitled under the Fund's governing documents.

While efforts are made to manage these risks, the situation remains fluid, and its long-term implications on financial markets are uncertain. Investors should be aware that changes in global political and economic conditions may impact the Fund's operations, investment performance, and ability to achieve its objectives.

#### 1.1.27 Middle-East Conflict Risk

The ongoing conflict between Israel and Hamas, alongside the attacks by Israel and the United States on Iran continues to create geopolitical uncertainty, affecting regional stability, trade, financial markets, and supply chains, particularly in the energy and transportation sectors. This situation has heightened security concerns and the potential for broader geopolitical instability.

The ultimate impact of these conflicts on global economic and commercial activity, and on the operations, financial condition, and performance of the Fund or any particular industry, business, currency, or country, is impossible to predict.

The conflicts have also led to further tensions between Israel and other groups, such as Hezbollah in Lebanon and Iran, complicating the regional security landscape and potentially exacerbating instability in the Middle East.

These conflicts could cause significant disruptions to the global financial system, international trade, and the transportation and energy sectors. Additionally, they have displaced people and increased threat of anti-Semitic incidents and violence globally. The potential for these conflicts to expand to other regions or involve other factors adds to the uncertainty.

#### 1.1.28 Liquidity risk

A Sub-Fund's investments may be subject to liquidity constraints which means that securities may trade infrequently and in small volumes. Normally liquid securities may also be subject to periods of significantly lower liquidity in difficult market conditions. As a result, changes in the value of investments may be more unpredictable and in certain cases, it may be difficult to deal a security at the last market price quoted or at a value considered to be fair.

#### 1.1.29 Long-term focus of investments risk

An investment in the Fund is premised on a long-term commitment, with no certainty of positive return or return of capital. The Sub-Funds will typically be prohibited by contract or applicable laws from selling certain investments for a period of time. The AIFM expects the Investment Managers to hold their investments for a number of years. Illiquidity can also result from the absence of an established market for certain investments. As a result, a Sub-Fund could be unable to realize its investment objectives by sale or other disposition at attractive prices or could otherwise be unable to complete any exit strategy. There can be no assurance that the Sub-Fund will be able to dispose of its investments or otherwise cause the disposal of investments in which it participates at the price and at the time the Investment

Manager would otherwise wish to do so. Because of the risks involved in the Sub-Fund's investments, investment in the Sub-Funds is only suitable for prospective investors who understand that they could lose all or a significant portion of their investment, have the financial ability and willingness to adequately assess an investment into the Sub-Funds and accept the risk characteristics of the Sub-Funds. Prospective investors should consult their professional advisers to assist them in making their own legal, tax, regulatory, accounting and financial evaluation of the merits and risks of investment in the Sub-Funds in light of their own circumstances and financial condition.

#### 1.1.30 Redemption risk

Should a large number of Shareholders decide to redeem from the Fund, the Fund could be forced to liquidate investments prematurely and at a potentially significant discount, causing losses to the Sub-Fund. Actions taken to meet substantial redemption requests from the Fund could result in prices of securities held by the Fund decreasing and in Fund expenses increasing (e.g., due to increased transaction costs, including but not limited to, taxes incurred in the liquidation of positions or in connection with the termination of counterparty agreements). Selling Assets to meet redemptions could also reduce the amount of borrowings available to pay future redemption amounts by drawing on the credit facility. Substantial redemptions could also significantly restrict the Fund's ability to obtain financing or counterparties needed for its investment strategies or disrupt portfolio construction and risk management strategies, which would have a further material adverse effect on the Fund's performance. Further, the Fund may suspend or cap redemptions, which actions would limit the ability of Shareholders to redeem their Shares, and the value of the Fund's investments may decline prior to the time when redemption is permitted. Certain procedures to manage significant redemption requests is also expected to result in the sale of Assets at a discount, which could be significant.

#### 1.1.31 Concentration of Investments

Apart from the investment restrictions set out in the General Section and any further investment restrictions set out in the Supplements, no Sub-Fund is limited in the amount of capital that may be invested in any one industry or sector, geography, or similar category or asset class. As such, a Sub-Fund's Assets may not be diversified, provided that compliance with applicable laws, rules and regulations is ensured. Any such non-diversification would increase the risk of loss to such Sub-Fund if there was a decline in the market value of any security, category or Asset class in which the Sub-Fund had invested a large percentage of its Assets. Investment in a non-diversified fund will generally entail greater risks than investment in a "diversified" fund. If a large portion of the Assets of the Sub-Fund is held in cash or cash-like instruments, performance may be affected.

#### 1.1.32 Inflation risk

A change in the rate of inflation will affect the real value of your investment.

#### 1.1.33 Projections

The Fund will rely upon projections, forecasts or estimates developed by the Fund or a company in which a Sub-Fund is invested concerning the company's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Fund's control. Actual events often differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates and domestic and foreign business,

market, financial or legal conditions, among others. Accordingly, there can be no assurance that estimated returns or projections can be realised or that actual returns or results will not be materially lower than those estimated therein.

#### 1.1.34 Expedited Transactions

Investment analysis and decisions by the Investment Manager may frequently be required to be undertaken on an expedited basis to take advantage of investment opportunities. In such cases, the information available to the Investment Manager at the time of making an investment decision may be limited. Therefore, no assurance can be given that the Fund will have knowledge of all circumstances that may adversely affect an investment.

#### 1.1.35 Indemnification

To the extent permitted by applicable law and regulation, the Fund may be required to indemnify a party for liabilities incurred in connection with the Fund's or its Sub-Funds' affairs. These liabilities may be material and have an adverse effect on the returns to the investors. The Fund's indemnification obligation would be payable from the Fund's Assets. Furthermore, to the extent permitted by applicable law and regulation, the Article of Association and the Prospectus limit the circumstances under which the relevant parties may be held liable to the Fund or the investors. As a result, the investors may have a more limited right of action in certain cases. Any insurance policies utilised by the Fund or the indemnified party to help mitigate the Fund's exposure to any indemnifiable costs and liabilities may be subject to certain limitations and restrictions on payments. The Fund cannot guarantee that the AIFM will be able to collect on claims against such policies. Further, the Fund may bear expenses associated with insurance policies that cover losses in situations where the indemnified party would not be entitled to indemnification.

#### 1.1.36 Operational Risk

The Fund is subject to operational risk, including the possibility that errors may be made by the AIFM or the Investment Manager in certain transactions, calculations or valuations on behalf of, or otherwise relating to, the Fund. Investors may not be notified of the occurrence of an error or the resolution of any error. Save where such errors result from their negligence, fraud or wilful default, the AIFM and the Investment Manager will not be held accountable for such errors, and the Fund may bear material losses resulting from such errors.

#### 1.1.37 Accuracy of Information

Certain of the factual statements made in this Prospectus are based upon information from various sources believed by the AIFM and the Investment Manager to be reliable. None of the AIFM, Investment Manager or the Fund has independently verified any such information and shall have no liability for any inaccuracy or inadequacy thereof. No party (including legal counsel to the Fund, or the AIFM or Investment Managers) has been engaged to verify the accuracy or adequacy of any of the factual statements contained in this Prospectus. In particular, neither legal counsel nor any other party has been engaged to verify any statements relating to the experience, track record, skills, contacts or other attributes of the Fund and its partners or the Investment Manager or to the anticipated future performance of the Fund.

#### 1.1.38 Dependence on the Investment Executives

The Fund's success will depend in substantial part upon the skill and expertise of the investment professionals employed by or working for the Investment Manager, and there can be no assurance that such individuals will continue to be involved in the Fund or associated with the Investment Managers throughout the term of each Sub-Fund, or that their continued involvement or association will guarantee the future success of each Sub-Fund.

#### 1.1.39 Control of Decision-making

If certain investors have a significant amount of capital invested in the Fund, this may lead to such investors being able to influence the Fund decision-making. This may be prejudicial to minority investors.

#### 1.1.40 Conflict of interests risk

As described in this Prospectus, the AIFM, the Investment Manager, the Depositary, the Administrator and/or their respective Affiliates or any person connected with them (each a "**Relevant Party**") may from time to time act as director, fund manager, asset manager, property manager or adviser (or similar) to other funds or investors. It is possible, therefore, that a Relevant Party may have potential conflict of interests with the Fund.

In addition, each Relevant Party may have various interests in, and may serve in different capacities as regards, the Fund, including direct holdings of Share of the Fund and/or being a provider of certain advisory services (for which a fee will be paid).

In particular, each Relevant Party may be a party to, or interested in, any transaction or arrangement with the Fund.

Each Relevant Party will, however, have regard in such event to its obligations to act in the best interest of the Shareholders so far as practicable, having regard to its obligations to other clients, when undertaking any activity in relation to which a potential conflict of interests may arise. If a material conflict of interests does arise, they will inform the Board of Directors and the AIFM of this fact. The Board of Directors and the AIFM have each adopted a conflict of interest policy and if a conflict with a Relevant Person arises, each of the Board of Directors and the AIFM will endeavour to ensure that it is resolved fairly.

A Relevant Party may be a party to, or otherwise interested in, any transaction or arrangement with the Fund or in which the Fund is interested, provided that he has disclosed to the Board of Directors prior to the conclusion of any such transaction or arrangement the nature and extent of any material interest therein.

Pursuant to Article 12 of ELTIF Regulation, in case of a Sub-Fund qualifying as an ELTIF, the latter shall not invest in an Eligible Investment Asset in which the AIFM and/or the Investment Manager has or takes a direct or indirect interest, other than by holding units or shares of the ELTIFs, EuSEFs or EuVECAs that it manages.

In case a member of the Board of Directors has a conflict in interest with the Fund, the measures indicated in the article 31 of the Articles of Association shall apply.

## Tax Risks

### 1.1.41 Tax treatment of the Shareholders

The tax position of the Shareholders may vary according to their particular financial and tax situation. The tax structuring of the Fund and/or its investments may not be tax-efficient for a particular prospective Shareholder. No undertaking is given that amounts distributed or allocated to the Shareholders will have any particular characteristics or that any specific tax treatment will apply. Further, no assurance is given that any particular investment structure in which the Fund has a direct or indirect interest will be suitable for all Shareholders and, in certain circumstances, such structures may lead to additional costs or reporting obligations for some or all of the Shareholders.

Prospective Shareholders should consider their own tax position in relation to subscribing for, purchasing, owning and disposing of the Shares, and consult their own tax advisors as appropriate. None of the Fund and its affiliates, or any officer, director, member, partner, employee, advisor or agent thereof can take responsibility in this regard.

### 1.1.42 Taxation in foreign jurisdictions

Shareholders, the Fund and/or any vehicle in which the Fund has a direct or indirect interest may be subject to tax in jurisdictions in which the Shareholders, the Fund or any such vehicles are incorporated, organised, controlled, managed, have a permanent establishment or permanent representative, or are otherwise located and/or in which investments are made and/or with which investments have a connection.

Moreover, taxes such as withholding tax, branch profits tax or similar taxes may be imposed on profits of, or proceeds received by, the Fund from investments in such jurisdictions, and such taxes may not be creditable to, or deductible by, the Fund or the Shareholders in their respective jurisdictions.

### 1.1.43 Changes in tax law, practice and interpretation

Applicable law and any other rules or customary practice relating to or affecting tax, or the interpretation of these in relation to the Shareholders, the Fund and its investments may change during the life of the Fund (possibly with retroactive effect). In particular, both the level and the basis of taxation may change. Additionally, the interpretation and application of tax law, rules and customary practice by any taxation authority or court may differ from that anticipated by the Fund and its advisors. This could significantly affect returns to the Fund and the Shareholders.

### 1.1.44 Base Erosion and Profit Shifting and Anti-Tax Avoidance Directives

The pace of evolution of fiscal policy and practice has recently been accelerated due to a number of developments. In particular, the OECD together with the G20 countries have committed to addressing abusive global tax avoidance, referred to as base erosion and profit shifting ("**BEPS**") through 15 actions detailed in reports released on 5 October 2015 and through the Inclusive Framework on a global consensus solution to reform the international corporate tax system via a two-pillar plan agreed in 2021 ("**BEPS 2.0**").

As part of the BEPS project, new rules dealing inter alia with the abuse of double tax treaties, the definition of permanent establishments, controlled foreign companies, restriction on the deductibility of

excessive interest payments and hybrid mismatch arrangements, have been or will be introduced into the respective domestic laws of jurisdictions which form part of the BEPS project, (i.e. by means of European directives and a multilateral instrument).

The Council of the European Union (“EU”) adopted two Anti-Tax Avoidance Directives (i.e., Council Directive (EU) 2016/1164 of 12 July 2016 laying down rules against tax avoidance practices that directly affect the functioning of the internal market (“**ATAD I**”) and Council Directive (EU) 2017/952 of 29 May 2017 amending ATAD I as regards hybrid mismatches with third countries (“**ATAD II**”)) that address many of the above-mentioned issues. The measures included in ATAD I and ATAD II have been implemented by the law of 21 December 2018 (the “**ATAD I Law**”) and the law of 20 December 2019 (the “**ATAD II Law**”) into Luxembourg domestic law. Most of the measures have been applicable since 1 January 2019 and 1 January 2020, respectively, while the reverse hybrid rules have been applicable since tax year 2022. These measures may significantly affect returns to the Fund and the Shareholders.

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

BEPS 2.0 has two parts, known as Pillar I and Pillar II, which seek to address the tax challenges arising from the digitalisation of the economy, and target large multi-national enterprises (“**MNE**”).

Pillar I aims to first introduce a mechanism for the reallocation of taxing rights (called Amount A) over a portion of the residual profits of the largest and most profitable MNEs to market jurisdictions, i.e., jurisdictions in which goods or services are supplied or consumers are located. In October 2023, the Multilateral Convention to Implement Amount A of Pillar I (MLC) was released with the aim of coordinating this reallocation of taxing rights. The text of the MLC is not yet open for signature. In addition, Amount B of Pillar I aims to standardise the remuneration of related party distributors that perform baseline marketing and distribution activities in a manner that is aligned with the arm’s length principle. The Amount B report is incorporated into the OECD Transfer Pricing guidelines. For in-scope structures, these measures may affect returns to the Fund and the Shareholders.

In December 2021, following a Pillar II agreement signed by more than 135 jurisdictions in October 2021, the OECD published final model rules for a global minimum tax (the “**GloBE rules**”). The GloBE rules aim to ensure that large MNE groups pay a minimum level of tax on the income arising in each of the jurisdictions where they operate, by imposing a top-up tax whenever the effective tax rate, determined on a jurisdictional basis, is below the minimum rate of 15%. Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union builds on the GloBE rules and targets any MNE group which has an annual revenue of EUR 750,000,000 or more, including the revenue of excluded entities, in its ultimate parent entity’s consolidated financial statements in at least two of the four fiscal years immediately preceding the tested fiscal year and with either a parent entity or a subsidiary located in an EU Member State. Certain entities are excluded from its scope, including i.e.

investment entities that are ultimate parent entities and certain entities owned by these excluded entities. The Luxembourg law of 22 December 2023 implements Directive 2022/2523 by providing for an income inclusion rule (“IIR”), an undertaxed profit rule (“UTPR”), and a qualified domestic minimum top-up tax rule (“QDMTT”). Most provisions apply to tax years starting on or after 31 December 2023. The provisions on UTPR in principle apply to tax years starting on or after 31 December 2024. Effective tax rates could increase within the Fund’s structure (if in scope) due to higher amounts of tax being due or possible denial of deductions. Costs of tax compliance may also increase. This could adversely affect any returns to the Shareholders.

To the extent that the Fund is not consolidated by another entity on a line-by-line basis and does not itself consolidate with another entity on a line by line basis, the Fund should be outside the scope of the Pillar II legislation. Whether or not the Fund has revenues of at least €750 million a year on a standalone basis, it will not come within the scope of the Pillar II legislation provided it is not otherwise consolidated.

#### 1.1.45 Exchange of information on reportable cross-border arrangements

Following the adoption of the Luxembourg law of 25 March 2020, as further amended, (the “**DAC 6 Law**”) implementing Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (“**DAC 6**”), certain intermediaries and, in certain cases, taxpayers have to report to the Luxembourg tax authorities within a specific timeframe certain information on reportable cross-border arrangements.

A reportable cross-border arrangement covers any cross-border arrangement that involves more than one Member State or a Member State and a third country and which satisfies one or more “hallmarks” (i.e. a characteristic or feature that presents an indication of a potential risk of tax avoidance) as set out in the DAC 6 Law.

Certain hallmarks can only be taken into account if a “main benefit” test is also satisfied. This “main benefit” test is satisfied if it can be established that the main benefit or one of the main benefits which, having regard to all relevant facts and circumstances, a person may reasonably expect to derive from an arrangement is the obtaining of a tax advantage within or outside of the European Union.

In case of reportable arrangement, the information that must be reported includes the name of all relevant taxpayers and intermediaries as well as an outline of the reportable arrangement, the value of the reportable arrangement and identification of any member states likely to be concerned by the reportable arrangement.

The reporting obligation applies to all intermediaries resident or established in the EU.

Intermediaries protected by legal professional privilege (“LPP”) (e.g., lawyers, auditors, chartered accountants) will have 10 days to inform the taxpayer, who will then have to make the reporting.

Intermediaries are defined as any person who designs, markets, organizes, makes available for implementation, or manages the implementation of a reportable arrangement. It also covers those persons who know or could reasonably be expected to know that they have undertaken to provide assistance or advice with respect to a reportable arrangement.

The obligation to disclose may fall back on the taxpayer, if the obligation is not enforceable upon an intermediary due to LPP, if the intermediary is located outside the EU or because an arrangement is



developed in-house. The information reported will be automatically exchanged by the Luxembourg tax authorities with the competent authorities of all other EU Member States.

As the case may be, the Fund may take any action that it deems required, necessary, advisable, desirable or convenient to comply with the reporting obligations imposed on intermediaries and/or taxpayers pursuant to the DAC 6 Law. Failure to provide the necessary information under DAC 6 may result in the application of fines or penalties in the relevant EU jurisdiction(s) involved in the cross-border arrangement at stake. Under the DAC 6 Law, late, incomplete or inaccurate reporting, or non-reporting may be subject to a maximum fine of EUR 250,000.

#### 1.1.46 FATCA and CRS

The Foreign Account Tax Compliance Act ("FATCA"), a portion of the 2010 Hiring Incentives to Restore Employment Act, became law in the United States in 2010. On 28 March 2014, the Grand-Duchy of Luxembourg entered into a Model 1 Intergovernmental Agreement ("Luxembourg IGA") with the United States of America and a memorandum of understanding in respect thereof. The Fund hence has to comply with this Luxembourg IGA as implemented into Luxembourg law by the Law of 24 July 2015 relating to FATCA ("FATCA Law").

The OECD has developed a common reporting standard ("CRS") to achieve a comprehensive and multilateral automatic exchange of information (AEOI) on a global basis. On 9 December 2014, Council Directive 2014/107/EU amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation was adopted in order to implement the CRS among Member States. The CRS Directive was implemented into Luxembourg law by the law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation ("CRS Law"). In this context, the provisions of the CRS law, which was latest amended on 16 May 2023, are further detailed in the "Frequently Asked Questions" document published by the Luxembourg tax authorities and lastly updated on 8 April 2022. Under the terms of the FATCA Law and the CRS Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution. As such, the Fund may require all Shareholders to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above-mentioned regulations.

Should the Fund become subject to a withholding tax and/or penalties as a result of non-compliance under the FATCA Law and/or penalties as a result of non-compliance under the CRS Law, the value of the Shares held by all Shareholders may be materially affected.

Furthermore, the Fund may also be required to withhold tax on certain payments to its Shareholders which would not be compliant with FATCA (i.e., the so-called foreign passthru payments withholding tax obligation).

### 1.2 Specific risk factors

Please review the relevant part of the Supplement for reference to the key specific risks associated with each particular Sub-Fund.

#### 1.2.1 Insolvency or other Business Failures

Insolvency or other business failures of one or more of the Sub-Fund's investments may have an adverse effect on the Sub-Fund's performance and ability to achieve its investment objectives.

### 1.2.2 Lack of Operating History

The Sub-Funds are being established in connection with this offering and do not have an operating history. The past performance of other M&G Group investment funds is not predictive of a Sub-Fund's future performance. Accordingly, the performance of other funds, products and investments should not be construed as a projection of a Sub-Fund's future performance. As the Sub-Funds will make long-term investments, the successful operation of the Sub-Funds is dependent upon the long-term success of the M&G Group entities.

### 1.2.3 Reliance on Management of the Underlying Investments

Although the Investment Manager is used to working with various types of management teams, there can be no assurance that any underlying investment's management team will be able to operate successfully. In addition, instances of fraud and other deceptive practices committed by the management team of the underlying investments in which the Sub-Fund has an investment may undermine the Investment Managers' due diligence efforts with respect to such investments. The success or failure of an underlying investment, including its compliance with applicable law, will depend to a significant extent on the underlying investment's management team.

### 1.2.4 Investments in Emerging Markets

To the extent that the Sub-Fund invests in emerging markets, the Sub-Fund may be subject to more substantial risks in political and macro-economic conditions that are not usually associated with similar investments in industrialised democracies. The economies of emerging markets may perform favourably or unfavourably compared with more developed economies in such respects as growth of gross domestic product, rate of inflation, currency appreciation or depreciation, capital reinvestment, resource self-sufficiency and balance of payments. The economies of emerging markets generally are heavily dependent upon international trade and, accordingly, may be affected adversely by protective trade barriers and economic conditions in the countries with which they trade. In addition, the economies of certain emerging markets are vulnerable to weaknesses in world prices for their commodity exports. Some emerging markets have from time to time experienced high rates of inflation and have extensive external debt.

Emerging markets have in the past experienced, and may in the future experience, interest rate volatility, extensive external debt, lack of financial liquidity and stock market volatility, which have contributed to a decline in business and consumer spending in addition to other adverse market conditions. Although such events may at times create significant investment opportunities leading to attractive returns, there can be no assurance that economic and financial difficulties will not adversely affect the value of the Sub-Fund's investments or make it more difficult for the Sub-Fund to locate appropriate investment opportunities.

Differences may remain between the degree of sophistication of the legal systems of many developing countries and the degree of sophistication of the body of commercial law and practice typically found in more developed countries. The lack of comprehensive and enforceable legal systems in some developing countries may adversely affect the Sub-Fund's investments and prevent the Sub-Fund from effectively enforcing its rights. The validity and enforceability of contracts in such countries, particularly with governmental entities, is relatively uncertain. In addition, bankruptcy regulations in some emerging markets are still developing. There is no assurance that the Sub-Fund could accurately anticipate the outcome of any bankruptcy proceedings in emerging markets. The Sub-Fund's investments may also

be affected by the evolving tax regime in emerging markets, such as changes to tax legislation and the development of tax treaties.

#### 1.2.5 Use of Credit Facilities

The Sub-Funds shall be authorised to incur indebtedness under such terms as they may elect in accordance with the relevant Supplement. In connection therewith, a Sub-Fund shall be authorised to pledge, charge, mortgage, assign, transfer and grant security interests to a lender in the Sub-Fund's Assets.

#### 1.2.6 Delay in Cash Realisations

Trade sales of investments will rely on the buyers' ability to finance acquisitions and cash realisations may be delayed because of deferred consideration structures. Initial public offerings of investments will require favourable capital market conditions and cash realisations may be delayed by lock-in periods which are often required to achieve a successful flotation.

#### 1.2.7 Third - Party Involvement

To the extent applicable as noted in the relevant Supplement, the Sub-Fund may acquire interests in certain underlying investments in cooperation with others, which shall be bound by risk diversification rules similar to those imposed by CSSF Circular 02/80, through co-investment arrangements. The Sub-Fund's ability to exercise significant influence over management in these cooperative efforts will depend upon the nature of the co-investment arrangement. Such investments may, under certain circumstances, involve risks not otherwise present, including the possibility that the Sub-Fund's co-investor may not be able to satisfy its financial obligations, that such co-investor might at any time have economic or business interests or goals that are different from those of the Sub-Fund, and that such co-investor may be in a position to take action contrary to the instructions or requests of the Sub-Fund or contrary to the Sub-Fund's policies or objectives. In addition, such arrangements are likely to involve additional restrictions on the resale of the Sub-Fund's interest in the underlying investment.

Co-investment arrangements shall be carried out in such a way as to enable for each Sub-Fund that qualifies as an ELTIF, the AIFM and the Investment Manager to ensure compliance of any such Sub-Fund with the ELTIF Regulation, the AIFMD and the AIFMD Level 2 Regulation.

#### 1.2.8 Follow-on Funding

The Sub-Fund may be called upon to provide follow-on funding for its investments or have the opportunity to increase its investment in such investments. There can be no assurance that the Sub-Fund will wish to make follow-on investments or that it will have sufficient funds to do so. Any decision by the Sub-Fund not to make follow-on investments or its inability to make them may have a substantial negative impact on an investment in need of such an investment or may diminish the Sub-Fund's ability to influence the investment's future development.

#### 1.2.9 Disposition of Investments

In connection with the disposition of an investment, the Sub-Fund may be required to make representations about the business and financial affairs of the investment typical of those made in connection with the sale of any business, or may be responsible for the contents of disclosure

documents under applicable securities laws. The Sub-Fund may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the investors. If there is any such claim in respect of an investment, it will be funded out of the Assets of the Sub-Fund, impacting performance.

#### 1.2.10 Currency & exchange rate risk

Currency exchange rate fluctuations will impact the value of a Sub-Fund which holds currencies or Assets denominated in currencies that differ from the valuation currency of such Sub-Fund.

#### 1.2.11 Credit Risk

The value of a Sub-Fund will fall in the event of the default or perceived increased credit risk of an issuer. This is because the capital and income value and liquidity of the investment is likely to decrease. AAA rated government and corporate bonds have a relatively low risk of default compared to non-investment grade bonds. However, the ratings are subject to change and they may be downgraded. The lower the rating the higher the risk of default.

#### 1.2.12 Non-Investment Grade instruments risk

The respective Sub-Fund may invest in debt instruments rated non-investment grade by recognized statistical rating agencies or unrated securities of comparable quality. These non-investment grade instruments may become the subject of bankruptcy proceedings or otherwise subsequently default as to the repayment of principal and/or payment of interest or be downgraded to ratings in the lower rating categories (Ca or lower by Moody's Investor Services, Inc. ("**Moody's**"), CC or lower by Standard & Poor's Corporation, a division of The McGraw-Hill Companies, Inc. ("**Standard & Poor's**") or comparably rated by another ECAI).

Non-investment grade securities and debt instruments are subject to the risk of an issuer's inability to meet principal and interest payments on the obligations (credit risk) and also may be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (market risk). Lower grade or similar unrated securities are more likely to react to developments affecting market and credit risk than are more highly rated securities, which react primarily to movements in the general level of interest rates.

Under adverse economic conditions, there is a risk that non-investment grade issuers may be unable to service their debt obligations or to repay their obligations upon maturity. During an economic downturn or recession, securities of non-investment grade issuers are more likely to default than securities of higher rated issuers. In addition, the secondary market for non-investment grade instruments, which is concentrated in relatively few market makers, may not be as liquid as the secondary market for more highly rated securities. Under adverse market or economic conditions, the secondary market for non-investment grade instruments could contract further, independent of any specific adverse changes in the condition of a particular issuer. As a result, a Sub-Fund could find it more difficult to sell these securities or may be able to sell the securities only at prices lower than if the securities were widely traded. Prices realized upon the sale of non-investment grade instruments, under these circumstances, may be less than the prices used in calculating the Net Asset Value of the Sub-Fund. Under circumstances where the Sub-Fund owns the majority of an issue, market and credit risks may be

greater. Moreover, from time to time, it may be more difficult to value non-investment grade instruments than more highly rated securities.

#### 1.2.13 Illiquid, Long-Term Investment

An investment in a Sub-Fund may be speculative and volatile, requiring a long-term commitment with no certainty of return. In some cases, the Sub-Fund's investments will be long-term in nature and may require many years from the date of investment to the date of disposition. A Sub-Fund's investments are considered highly speculative and may result in the loss of the Sub-Fund's entire investment. Because a Sub-Fund may only make a limited number of investments and because many of the Sub-Fund's investments may involve a high degree of risk, poor performance by a few of the investments could significantly reduce the total returns to the investors.

#### 1.2.14 Stale Pricing

Some of the Sub-Fund's investments may be highly illiquid. This may result in an increasing liquidity mismatch between the underlying investments such as bonds and the open-ended Sub-Fund holding these investments. Illiquid investments such as bonds may not trade for weeks, whereas the Net Asset Value still needs to be calculated even when market prices are unavailable. Consequently, Net Asset Value may be stale and returns predictable over several days and weeks, particularly during market crisis. The latest available Net Asset Value may not reflect the fair value of the investments, and such mis-valuation may last for some time.

#### 1.2.15 Highly Competitive Market for Investment Opportunities

The market for attractive investment opportunities in the Sub-Funds' target sectors is highly competitive. The number of investors seeking to make such investments may reduce the number of suitable investment opportunities available to a Sub-Fund and adversely affect the terms upon which investments can be made. In that regard, the Sub-Funds will be competing for investments with other investment funds, as well as individuals, companies, financial institutions and other investors. It is possible that competition for appropriate investment opportunities may increase, which may also require the Sub-Funds to participate in auctions more frequently than is currently expected. The outcome of these auctions cannot be guaranteed, thus potentially reducing the number of investment opportunities available to the Sub-Funds and potentially adversely affecting the terms, including price, upon which investments can be made. Furthermore, the availability of investment opportunities generally will be subject to market conditions as well as, in some cases, the prevailing regulatory or political climate. Moreover, the identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. The Sub-Funds may incur significant expenses in connection with identifying investment opportunities and investigating other potential investments which are ultimately not consummated, including expenses relating to due diligence, transportation, legal expenses and the fees of other third-party advisors. There can be no assurance that the Sub-Funds will be able to locate, complete and exit investments that satisfy the Sub-Funds' investment objectives.

#### 1.2.16 Economic and Market Risk

General economic conditions may affect the Sub-Funds' activities. Companies in which the Sub-Funds invest may be sensitive to general downward swings in the overall economy. Changes in economic conditions, including, for example, inflation, unemployment, competition, technological developments, political events and innumerable other factors, none of which will be within the control of the AIFM or

the Investment Manager, can substantially and adversely affect the business and prospects of the Sub-Funds. Fluctuations in the market prices of securities and economic conditions generally may reduce the availability of attractive investment opportunities for the Sub-Funds and may affect the Sub-Funds' ability to make investments and the value of the investments held by the Sub-Funds. Instability in the securities markets and economic conditions generally may also increase the risks inherent in the Sub-Fund's' investments. The repercussions of this market turmoil are unclear.

The ability to realise investments depends not only on the underlying investments and their historical results and prospects, but also on political, market and economic conditions at the time of such realisations. The trading market, if any, for the securities of any underlying investment may not be sufficiently liquid to enable the Sub-Funds to sell these securities when the AIFM or Investment Manager believe it is most advantageous to do so, or without adversely affecting the stock price. Increased volatility in the financial sector may have a material adverse effect on the ability of the Sub-Funds to buy, sell and partially dispose of its underlying investment. The Sub-Funds may be adversely affected to the extent that it seeks to dispose of any of its investments in an illiquid or volatile market and the Sub-Funds may find themselves unable to dispose of investments at prices that the AIFM or Investment Manager believe reflect the fair value of such investments. The duration and ultimate effect of current market conditions and whether such conditions may worsen cannot be predicted.

#### 1.2.17 Sanctions, FCPA and Anti-Corruption

Economic and trade sanction laws and regulations in the United States, the European Union and other jurisdictions may prohibit the AIFM and the Fund from transacting, directly or indirectly, with certain countries, territories, entities and individuals. In the United States, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") and the U.S. Department of State's Office of Economic Sanctions Policy and Implementation ("**ESPI**") administers and enforces laws, executive orders, regulations and related authorities establishing U.S. economic and trade sanctions. Such economic and trade sanctions prohibit, among other things, transactions with, and the provision of services to, directly or indirectly, certain countries, territories, entities and individuals (each a "**Sanctioned Party**", and collectively, "**Sanctioned Parties**"). These Sanctioned Parties include certain foreign countries and individuals and entities listed on OFAC's list of Specially Designated Nationals (as such list may be amended from time to time), which includes certain designated narcotics traffickers, certain entities and persons engaged in activities related to the proliferation of weapons of mass destruction and other parties subject to OFAC economic and trade sanctions programs. In addition, certain programs administered by OFAC and ESPI prohibit dealing with certain individuals or entities, including individuals or entities in certain countries or of certain nationalities, regardless of whether such individuals or entities appear on the lists maintained by OFAC and ESPI. It is possible that these types of U.S. and other economic and trade sanctions law and regulations may significantly restrict or completely prohibit the Sub-Funds' intended investment activities.

The Investment Manager and the Fund are committed to complying with the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and other anti-corruption laws and regulations, as well as U.S. anti-boycott regulations, to which they are subject. As a result, the Fund may be adversely affected because of its unwillingness to participate in transactions that may violate such laws or regulations. Such laws and regulations may make it difficult or impossible in certain circumstances for the Fund to act expeditiously or successfully on investment opportunities and for underlying investments to obtain or retain business.

#### 1.2.18 Limitations on Liquidity

The sale of investments may be subject to restrictions imposed by the applicable securities laws of the countries in which a Sub-Fund invests or in which it wishes to publicly list securities, if applicable. In addition, practical limitations may inhibit the Sub-Fund's ability to liquidate certain of its investments in the underlying investments, for example, when the issuer is privately held, and the Sub-Fund owns a relatively large percentage of the issuer's equity securities. Sales may also be limited by market conditions, which may be unfavourable for sales of securities of particular issuers or issuers in particular industries. The limitations on liquidity of the Sub-Fund's investments could prevent a successful sale thereof, result in delay of any sale, or reduce the amount of proceeds that might otherwise be realised.

#### 1.2.19 Fraud

The value of investments made by the Sub-Funds may be adversely affected by material misrepresentations, omissions, inaccuracies or incompleteness on the part of the management or owners of underlying investments in which the Sub-Funds invest. Such material misrepresentation, omission, inaccuracy or incompleteness may undermine the Investment Manager's due diligence efforts with respect to such companies and, if discovered, negatively affect the valuation of the Sub-Funds' investments. In addition, when discovered, material misrepresentations, omissions, inaccuracies or incompleteness may contribute to overall market volatility that could negatively impact the Sub-Funds' investments. In the event of a material misrepresentation, omission, inaccuracy or incompleteness by any underlying investment in which the Sub-Funds invests, the Sub-Funds may suffer a partial or total loss of its capital investment in that company.

#### 1.2.20 Accounting, Reporting and Disclosure Standards

Different, often less comprehensive, accounting, reporting and disclosure requirements and practices apply to issuers in certain countries than is the case with certain industrialised democracies. As a result, information available to the Sub-Funds may be less reliable and less detailed than information available in more developed countries, and the Sub-Funds' due diligence reviews may provide less information than reviews conducted in more developed countries.

#### 1.2.21 Legal and regulatory risks relating to "Benchmarks"

Interest rate, equity, commodity, foreign exchange rate and other types of indices, which are widely used as reference in financial transactions, including indices, which may be components of indices to which a Sub-Fund will seek exposure, may qualify as "benchmarks" and in that capacity may be subject to national, international and other regulatory guidance and reforms. This means that, following any such reforms being implemented, such "benchmarks" may, for example, perform differently than in the past, or may be discontinued entirely. Any such event could negatively impact any financial instrument linked to such a "benchmark" in a material way, thus resulting in a similar negative impact on the performance of a Sub-Fund.

In particular, subject to certain transitional provisions, the Benchmark Regulation applies in the EU since 1 January 2018.

The Benchmarks Regulation could have a material impact on financial instruments linked to a "benchmark" rate or index, such as indices to which a Sub-Fund will seek exposure, in particular in one of the following ways:

- (a) the AIFM acting on behalf of the Sub-Fund may be precluded from using a rate or index which is a “benchmark”, if the EU provider of such a rate or index is not authorized under the Benchmarks Regulation or, if such provider is based in a non-EU jurisdiction, the “equivalence” conditions are not met in relation to such a jurisdiction, the relevant provider has not been “recognised” or the relevant benchmark is not “endorsed” by a duly authorized EU provider; and
- (b) the methodology or other terms of a benchmark could have to be modified to comply with the terms of the Benchmarks Regulation affecting the level of risk in relation to an index or strategy referencing such benchmark or the ability of the relevant Sub-Fund to gain exposure to the desired underlying Assets through exposure to such a benchmark.

The compliance of the AIFM with such regulatory reforms, and their potentially evolving interpretation by the CSSF or another competent authority, may require the amendment of this Prospectus and agreements entered into by the AIFM acting on behalf of the Fund.

#### 1.2.22 Currency Risk and Currency Hedging

Each Sub-Fund will be denominated in a particular currency (the “**Sub-Fund Currency**”) and the value of its investments and its returns will generally be measured in the Sub-Fund Currency. Other currency returns will be affected favourably or unfavourably by changes in the applicable exchange rate of the Sub-Fund Currency. Currency exchange rates may fluctuate significantly over short periods of time and may also be affected unpredictably by intervention by governments or central banks (or the failure to intervene) or by currency controls or political developments in one or more jurisdictions. In addition, investors may incur transaction costs and will bear the risk of applicable exchange rate fluctuations of the Sub-Fund Currency in connection with payments required to be made or payments received in the Sub-Fund Currency which must be converted from or into other currency amounts.

Each Sub-Fund may, but is not required to, engage in currency hedging transactions. There can be no assurance, however, that the Sub-Fund will engage in such hedging transactions at any given time or from time to time, or that such hedging transactions will be available or be available at a reasonable cost, or that such hedging transactions will be effective and actually eliminate the applicable currency risk. Such hedging transactions may even exacerbate any negative impact on the Sub-Fund resulting from changes in currency exchange rates. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. Thus, while the Sub-Fund may benefit from the use of these hedging mechanisms, unanticipated changes in interest rates, securities prices or currency exchange rates may result in a poorer overall performance for the Sub-Fund than if it had not entered into such hedging transactions.

#### 1.2.23 Risks related to Financial Derivative Instruments

Sub-Funds undertake transactions in derivatives and forward transactions, both on exchange and over-the-counter derivatives, for the purposes of meeting the investment objective, protecting the risk to capital, currency, duration and credit management, as well as for hedging.

Generally, FDIs are financial contracts whose value depend upon, or are derived from, the value of an underlying asset, reference rate or index, and may relate to stocks, bonds, leveraged loans, high yield debt securities, interest rates, currencies or currency exchange rates and related indexes.



FDIs can include, but not limited to, swaps, (such as credit default swaps and interest rate swaps), currency forward contracts, exchange traded futures and credit linked notes. These instruments can be highly volatile and expose investors to a high risk of loss. Such instruments normally require only low initial margin deposits in order to establish a position in such instruments and may permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited.

#### Correlation (basis risk)

Correlation risk is the risk of loss due to divergence between two rates or prices. This applies particularly where an underlying position is hedged through FDIs which are not the same as (but may be similar to) the underlying position.

#### Valuation risk

Valuation risk is the risk of differing valuations of FDIs arising from different permitted valuation methods. Many FDIs, in particular OTC derivatives, are complex and often valued subjectively and the valuation can only be provided by a limited number of market professionals who are often also the counterparty to the transaction. As a result, the daily valuation may differ from the price that can actually be achieved when trading the position in the market.

#### Liquidity risk

Liquidity risk exists when a particular instrument is difficult to purchase or sell. Derivative transactions that are particularly large, or traded off market (i.e. over the counter), may be less liquid and therefore not readily adjusted or closed out. Where it is possible to buy or sell, this may be at a price that differs from the price of the position as reflected in the valuation.

#### Counterparty risk

Certain derivative types may require the establishment of a long-term exposure to a single counterparty which increases the risk of counterparty default or insolvency. While these positions are collateralised, there is a residual risk between both the mark to market and the receipt of the corresponding collateral as well as between the final settlement of the contract and the return of any collateral amount, this risk is referred to as daylight risk. In certain circumstances, the physical collateral returned may differ from the original collateral posted. This may impact the future returns of the Sub-Fund.

#### Delivery risk

A Sub-Fund's ability to settle derivative contracts on their maturity may be affected by the level of liquidity in the underlying asset. In such circumstances, there is a risk of loss to the Sub-Fund.

#### Legal risk

Derivative transactions are typically undertaken under separate legal arrangements. In the case of OTC derivatives, a standard International Swaps and Derivatives Association ("ISDA") agreement is used to govern the trade between a Sub-Fund and a counterparty. The agreement covers situations such as a

default of either party and also the delivery and receipt of collateral. As a result, there is a risk of loss to a Sub-Fund where liabilities in those agreements are challenged in a court of law.

#### Volatility risk

FDIs may be used to generate market exposure to investments exceeding the Net Asset Value of a Sub-Fund, thereby exposing the relevant Sub-Fund to a higher degree of risk than an equivalent fund that does not use FDIs. As a result of this exposure, the size of any positive or negative movement in markets may have a more significant effect on the Net Asset Value of the relevant Sub-Fund.

#### Limited use risk

FDIs may be used in a limited way to obtain exposure to investments rather than holding the investments directly. It is anticipated that a limited use of FDIs will not materially alter the risk profile of a Sub-Fund or increase price fluctuations compared to equivalent funds that do not invest in FDIs.

#### Exposure greater than Net Asset Value risk

FDIs may be used to generate credit and equity exposure to investments exceeding the Net Asset Value of a Sub-Fund, thereby exposing the relevant Sub-Fund to a higher degree of risk. As a result of increased market exposure, the size of any positive or negative movement in markets will have a relatively larger effect on the Net Asset Value of the relevant Sub-Fund. The additional credit and equity exposure will however be limited to such an extent as to not materially increase the overall volatility of the Net Asset Value.

#### 1.2.24 Collateral risk

The taking of collateral may reduce counterparty risk but it does not eliminate it entirely. There is a risk that the value of collateral held by a Sub-Fund may not be sufficient to cover the Sub-Fund's exposure to an insolvent counterparty. This could for example be due to the issuer of the collateral itself defaulting (or, in the case of cash collateral, the bank with whom such cash is placed becoming insolvent), lack of liquidity in the relevant collateral meaning that it cannot be sold in a timely manner on the failure of the collateral giver, or price volatility due to market events. In the event that a Sub-Fund attempts to realise collateral following the default by a counterparty, there may be no or limited liquidity or other restrictions in respect of the relevant collateral and any realisation proceeds may not be sufficient to off-set the relevant Sub-Fund's exposure to the counterparty and the Sub-Fund may not recover any shortfall. It is also possible that Assets held as collateral in custody may be lost although, for financial Assets held in custody, the Depositary will be obliged to return equivalent Assets.

Collateral management is also subject to a number of operational risks, which can result in a failure to request collateral to cover the exposure of a Sub-Fund or failure to demand the return of collateral from a counterparty when due. There is the risk that the legal arrangements entered into by the Board of Directors and/or the AIFM for the account of a Sub-Fund are held not to be enforceable in the courts of the relevant jurisdiction, meaning that the relevant Sub-Fund is unable to enforce its rights over the collateral received in the case of a counterparty failure.

#### 1.2.25 Collateral will not be reused.

Where collateral is delivered by way of title transfer, the relevant Sub-Fund will be exposed to the creditworthiness of the counterparty and, in the event of insolvency, the Sub-Fund will rank as an unsecured creditor in relation to any amounts transferred as collateral in excess of the Sub-Fund's exposure to the counterparty.

#### 1.2.26 Borrower misrepresentation risk

Of concern in originating and acquiring loans is the possibility of material misrepresentation or omission on the part of the borrower. Such inaccuracy or incompleteness may adversely affect the valuation of the Assets underlying the loans or may adversely affect the ability of the Sub-Fund to secure a loan. The Sub-Fund cannot guarantee such accuracy or completeness of representations made by borrowers.

#### 1.2.27 Default Risks

There is limited historical data available as to the levels of defaults and/or recoveries that may be experienced on loans and no assurance can be given as to the levels of default and/or recoveries that may apply to any loan originated or acquired by the Sub-Fund. Recoveries on loans will be affected by the particular circumstances of the borrower and its owners and creditors, its Assets and other factors. Ultimate recovery rates are difficult to predict and may not achieve the Sub-Fund's investment return objectives.

#### 1.2.28 Risks of non-performing loans

Loans originated or acquired by the Sub-Fund may become non-performing after their acquisition for a wide variety of reasons. Such non-performing loans may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, a reduction in the interest rate and a write down of the principal of such loan. However, even if a restructuring were successfully accomplished, a risk exists that, upon maturity of such loan, replacement "takeout" financing will not be available. It is possible that the Board of Directors, the AIFM and the Investment Manager may find it necessary or desirable to enforce security relating to one or more loans made by the Sub-Fund. The enforcement of security varies jurisdiction by jurisdiction and can be lengthy and expensive. Borrowers may resist enforcement actions by asserting claims, counterclaims and defences against the holder of a loan including, without limitation, lender liability claims and defences, even when such assertions may have no basis in fact, in an effort to prolong the enforcement action. During the enforcement proceedings, a borrower may have the ability to file for bankruptcy, potentially staying the enforcement action and further delaying the enforcement process.

#### 1.2.29 Control of Investments

The Investment Manager's ability to manage the portfolio of loans and other Investments of the Sub-Fund may be limited by the form in which they are made. The Sub-Fund may:

- acquire Investments subject to rights of senior classes and servicers under inter-creditor or servicing agreements; or
- acquire only a minority and/or a non-controlling participation or co-lender interest in an underlying Investment.

#### 1.2.30 Subordination, cram-down and dilution

The Sub-Fund as a secured creditor of a borrower could find itself subordinated to otherwise junior creditors. For example, in certain jurisdictions, a bankrupt borrower may apply to a bankruptcy court for "debtor-in-possession" financing in order to obtain new capital for its operations. The persons who invest such new capital will take a senior position to the Sub-Fund, even though the Sub-Fund was previously senior to such persons. Although the Sub-Fund would likely be given an opportunity to participate in such "debtor-in-possession" financings, the Sub-Fund might not have the resources or be permitted under its diversification policies to do so.

A reorganisation plan approved by a bankruptcy court may result in a number of different creditors, which may include the Sub-Fund, being compelled to accept materially adverse changes to the terms of the debt that they hold, including reduced interest rates, extended maturities and reduced acceleration rights. Such "cram-downs" may be imposed in the discretion of the bankruptcy court in order to give the borrower a better chance of remaining economically viable.

In a reorganisation or liquidation case relating to a borrower, the Sub-Fund may lose its entire investment, may be required to accept cash or substantial amounts of equity in the borrower with a value less than the Sub-Fund's original investment in extinguishment of the borrower's debt and/or may be required to accept payment over an extended period of time.

#### 1.2.31 Refinancing risk

There may be limited or no scheduled amortisation in respect of the Investments so, absent any prepayment, a significant portion of the principal may be outstanding during its term and will fall due for repayment only at maturity. Typically, debt structures provide no further recourse to the sponsors of the transaction and as such repayment of the loan would need to occur from the sale or refinancing of the collateral and there is a risk that suitable refinancing of the Investment is not readily available in the market at the time required.

#### 1.2.32 Loans secured on intangible Assets

Some of the loans or debt instruments may also be secured on intangible Assets of the borrower (for instance, first demand guarantee or third-party guarantees). In such case, the claims of the Sub-Fund against a borrower may be subordinated to those of other secured creditors benefiting from security over tangible Assets of the relevant borrower. In such a case, any such tangible Assets secured creditors will generally be entitled to have their claims against the borrower satisfied out of the proceeds of enforcement of such securities granted over the tangible Assets of the borrower before payments of the claims of the secured creditors benefiting from securities on intangible Assets out of such proceeds.

#### 1.2.33 Tenor of debt instruments; Time subordination

The tenor of a loan or other debt instrument may be longer than the tenor of other debt obligations of equal priority of the related borrower. Typically, debt instruments with a longer maturity will accrue interest at a higher rate, in part to compensate the Sub-Fund for the greater risk associated with an investment having a longer maturity. A borrower may be able to repay debt of a shorter maturity but may be unable to repay a debt instrument at its later maturity date.

#### 1.2.34 Insufficient security

In the event of a default by a borrower on a non-recourse loan, the Sub-Fund will only have recourse to the Assets securing the loan. If the underlying security value is less than the loan amount, the Sub-Fund will suffer a loss.

The Sub-Fund may obtain individual or corporate guarantees from borrowers or their affiliates. In cases where guarantees are not fully or partially secured, the Sub-Fund will rely on financial covenants from borrowers and guarantors which are designed to require the borrower or guarantor to maintain certain levels of creditworthiness. Where the Sub-Fund does not have recourse to specific security pledged to satisfy such guarantees or recourse loans, or where the value of the security proves insufficient, the Sub-Fund will only have recourse as an unsecured creditor to the general Assets of the borrower or guarantor, some or all of which may be pledged to satisfy other lenders. There can be no assurance that a borrower or guarantor will comply with its financial covenants, or that sufficient Assets will be available to pay amounts owed under the loans and guarantees. As a result of these factors, the Sub-Fund may suffer additional losses which could have a material adverse effect on financial performance.

In the event of borrower insolvency, the Sub-Fund may not have full recourse to the Assets of the borrower in order to satisfy the related loan. In addition, some loans may be unsecured and/or subordinate to other debts of the borrower. If a borrower defaults on the Sub-Fund's loan or on a senior debt, or in the event of a borrower bankruptcy, the loan made by the Sub-Fund will be satisfied only after the super-senior debt or statutory debt receives payment. Where super-senior debt exists, the presence of intercreditor arrangements may limit the ability of the Sub-Fund to amend loan documents, assign loans, accept prepayments, exercise remedies (through "standstill" periods) and control decisions made in bankruptcy proceedings relating to borrowers. Bankruptcy and borrower litigation can significantly increase collection costs and losses and the time necessary to acquire title to the underlying security, during which time the security may decline in value, resulting in additional losses.

## **2. CONFLICTS OF INTEREST**

An investment in the Fund is subject to a number of actual or potential conflicts of interest.

Relevant Parties may from time to time act as alternative investment fund manager, investment manager, distributor, trustee, custodian, depositary, registrar, broker, administrative agent, investment adviser or dealer in relation to, or be otherwise involved in, other investment funds which have similar or different objectives to those of the Sub-Funds or which may invest in the Sub-Funds. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Sub-Funds.

The AIFM, the Investment Manager and their Affiliates may give advice or act on behalf of one of their other clients differently from how they act on behalf of the investments of a Sub-Fund in terms of advice or timing or the nature of the action taken. The AIFM and/or the Investment Manager are not required to recommend to a Sub-Fund investment opportunities that they might recommend to other clients. The Relevant Parties have adopted policies and procedures reasonably designed to prevent, limit or mitigate conflicts of interest. In addition, these policies and procedures are designed to comply with applicable law where the activities that give rise to conflicts of interest are limited or prohibited by law, unless an exception is available. The Relevant Parties will, at all times, have regard in such event to its obligations to the Sub-Funds and will endeavour to ensure that conflicts of interest are resolved fairly.

The AIFM has adopted and implemented a conflicts-of-interest policy and has made appropriate organisational and administrative arrangements to identify and manage conflicts of interests so as to

minimise the risk, including specific risks related to co-investments, of the Fund's interests being prejudiced, and if they cannot be avoided, ensure that the Fund is treated fairly. Such conflict of interest policy further takes into account, in accordance with the ELTIF Regulation, AIFMD and AIFMD Level 2 Regulation, the specific risks related to the possible co-investments of the Sub-Fund with other entities.

In addition, subject to applicable law, any Relevant Party may deal, as principal or agent, with the Sub-Funds, provided that such dealings are carried out as if effected on normal commercial terms negotiated on an arm's length basis. Any Relevant Party may deal with the Fund as principal or as agent, provided that it complies with applicable law and regulation, including ELTIF Regulation, and the provisions of the AIFM Agreement, the Investment Management Agreement, the Articles of Association, the Administration Agreement, the Depositary Agreement, to the extent applicable.

The Investment Manager or any of its affiliates or any person connected with the Investment Manager may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in Assets which may also be purchased or sold by the Sub-Funds. Neither the Investment Manager nor any of its Affiliates nor any person connected with the Investment Manager is under any obligation to offer investment opportunities of which any of them becomes aware to the AIFM, on behalf of the Fund, or to account to the Fund in respect of (or share with the Sub-Funds or inform the AIFM of) any such transaction or any benefit received by any of them from any such transaction, but will allocate such opportunities on an equitable basis between the Fund and other clients.

The Depositary may from time to time, act as the depositary of other open-ended investment companies. Further information regarding the Depositary's conflict of interest arrangements are summarized in sub-section "Depositary" in the General Section of the Prospectus under Part A. "Part A - Summary of Terms of the Fund". The Depositary will provide, from time to time, a description of the conflicts of interest that may arise in respect of its duties. Moreover, if the Depositary delegates the whole or part of its safekeeping functions to a sub-custodian, it will provide, from time to time, a list of any conflicts of interest that may arise from such a delegation.

In calculating a Sub-Fund's Net Asset Value, the Administrator may consult with the Investment Manager with respect to the valuation of certain investments. There is an inherent conflict of interest between the involvement of the Investment Manager or any Sub-Investment Manager in determining the Net Asset Value of a Sub-Fund and the entitlement of the Investment Manager or any Sub-Investment Manager to any management fee which is calculated on the basis of the Net Asset Value of a Sub-Fund.

The foregoing does not purport to be a complete list of all potential conflicts of interest involved in an investment in a Sub-Fund.

The AIFM will seek to ensure that any conflict of interest of which it is aware is resolved fairly.

### **Fair Treatment of Investors**

The Prospectus and the Articles of Association are made available for review by prospective investors in the Fund, such that each prospective investor is informed about its rights and obligations thereunder. The AIFM seeks to ensure the fair treatment of all investors by complying with the terms of the Prospectus, the Articles of Association and applicable laws.

The AIFM may agree to charge a Shareholder a lower level of fees and expenses than those set out in the relevant Supplement. This may be because of: (i) the amount such Shareholder invests in a Sub-

Fund; (ii) the aggregate amount the Shareholder or its Affiliates have invested with the AIFM or its Affiliates; or (iii) the Shareholder is an Affiliate of the AIFM.

In particular, reduced fees and expenses may be available where the Shareholder is a Shareholder in another fund managed by the AIFM or its Affiliates, whether such fund is a Sub-Fund or otherwise, or where such Shareholder is writing insurance policies or issuing instruments with a return wholly or partly derived from the value of this Sub-Fund.

The AIFM will not change the conversion and redemption provisions applicable to any Shareholders of a Share Class without changing them for all Shareholders of the same Share Class. However, on a case by case basis, the AIFM will consider requests by a Shareholder to transfer its Shares to another party. The AIFM may agree that such a transfer may take place on a day that is not a dealing day, including when conversions and redemptions are suspended. The AIFM may also, if it is satisfied such transfer would be appropriate, agree to a transfer taking place without an official price for such Shares on such day, but may also support the transferor and transferee in fair value pricing of such Shares where a price is not available. The AIFM will ordinarily consider such requests as they arise, but may consider requests for its prior consent to such a transfer as part of a security arrangement entered into by Investors. The AIFM may agree to such a transfer by Investors that are Affiliates of the AIFM or are managed by Affiliates of the AIFM.

The AIFM and/or Investment Manager may agree to other terms by way of side letters with certain Shareholders or prospective investors. Such terms that constitute preferential treatment in the reasonable opinion of the AIFM, as the case may be, shall be allowed by the Articles of Association of the Fund, whilst the type of investors that benefit from such preferential treatments and their relationship with the Fund, the AIFM will be disclosed in the relevant Supplement.

In line with article 21 (1) (p) of the 2013 Law, the Prospectus contains the information required by applicable laws and regulations and investors shall always be provided with the information to be disclosed pursuant to the 2013 Law. The AIFM shall ensure the fair treatment of investors in line with article 23 (1) of the AIFMD Level 2 Regulation and in accordance with all applicable laws and regulations.

The AIFM and entities that belong to the same group as the AIFM, and their staff may co-invest in a Sub-Fund that qualifies as an ELTIF and co-invest with such Sub-Fund in the same asset, provided that the AIFM has put in place organisational and administrative arrangements designed to identify, prevent, manage and monitor conflicts of interest and provided that such conflicts of interest are adequately disclosed.

### **3. DATA PROTECTION, ANTI-MONEY LAUNDERING**

#### **3.1 Data protection policy**

In accordance with the provisions of any applicable national data protection laws (including but not limited to the Luxembourg law of 1st August 2018 organizing the National Commission for data protection and the general system on data protection, as amended from time to time), and, as of 25 May 2018, of 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 (“**GDPR**”) (together “**Data Protection Law**”), all personal data provided by Investors and/or prospective Investors (or if the investor and/or the prospective investor is a legal person, any natural person related to it such as its contact person(s), employee(s), trustee(s), nominee(s), agent(s), representative(s) and/or beneficial owner(s))

(the “**Data Subjects**”) at the time of their subscription and any further personal data collected in the course of the relationship with the Fund, may be collected, recorded, stored, adapted, transferred or otherwise processed and used by electronic means or otherwise (“**processed**”) by the Fund, acting as data controller (the “**Data Controller**”).

The data processed includes in particular the Data Subject’s name, contact details (including postal or email address), banking details, age, gender, date of birth, nationality, citizenship, profession, identity number/social security number, passport number, identity card with photo, proof of address, tax identifiers, tax status, tax certificates, source of wealth, source of funds, Politically Exposed Person status, sanctions status, income, related parties, power of attorney status, client communications, invested amount and holdings in the Fund (“**Personal Data**”). As part of its compliance with legal obligations such as AML/KYC, the Data Controller may be required to process special categories of Personal Data as defined by the GDPR, including Personal Data relating to political opinions as well as criminal convictions and offences. Personal data relating to political opinions of Data Subjects having a public political exposure will be processed by the Data Controller on the basis of article 9, (2), e) (i.e. the personal data have manifestly been made public by the data subject).

The Data Subject may at their discretion refuse to communicate the Personal Data to the Fund. In this case, however, the Fund may reject their requests for subscription for the Shares if the relevant Personal Data is necessary to such subscription.

Investors and/or prospective investors who are legal persons undertake and guarantee to process Personal Data and to supply such Personal Data to the Data Controller in compliance with the Data Protection Laws, including, where appropriate, informing the relevant Data Subjects of the contents of the present section, in accordance with Articles 12, 13 and/or 14 of the GDPR.

Personal Data supplied by Data Subjects are processed in order to enter into and execute the subscription in the Fund (i.e. to perform any pre-contractual measures as well as the contract entered into by the Data Subjects), for the legitimate interests of the Data Controller and to comply with the legal obligations imposed on the Data Controller.

The Personal Data is processed for the purpose of (i) administering the investments in the Fund, (including for entering into and execution of the subscription in the Fund) (ii) maintaining the investors’ register; (iii) processing subscriptions, conversions and redemptions (if any) and payments of distributions to Investors and (iv) complying with applicable anti-money laundering rules and other legal obligations, such as maintaining controls in respect of late trading and market timing practices, CRS/FATCA obligations or mandatory registrations with registers including among other the Luxembourg register of beneficial owners; (v) client relationship management and (vi) commercial prospection.

To this end, Personal Data may also be processed by the Data Controller’s data recipients (the “**Recipients**”) which, in the context of the above mentioned purposes, refer to AIFM, the Administrator, the Depositary, any third party that acquires, or is interested in acquiring or securitizing, all or part of the Fund’s Assets or shares, or that succeeds to it in carrying on all or a part of its businesses, or services provided to it, whether by merger, acquisition, reorganization or otherwise as well as any other third party supporting the activities of the Data Controller. The Recipients may, under their own responsibility, disclose the Personal Data to their agents and/or delegates (the “**Sub-Recipients**”), which shall process the Personal Data for the sole purposes of assisting the Recipients in providing their services to the Data Controller and/or assisting the Recipients in fulfilling their own legal obligations.



The storage, use, processing and transmission of Personal Data may be made available to Recipients located in countries outside of the EEA. In case the Recipients are located in a country outside the EEA which benefit from an adequacy decision of the European Commission, the Personal Data are transferred to the Recipients upon such adequacy decision. In case such Recipients are located in countries outside the EEA, which do not benefit from an adequacy decision of the European Commission and where data protection laws do not offer an adequate level of protection, said transfers shall be made in accordance with Chapter V GDPR transfer requirements which may take and the Data Controller shall enter into legally binding transfer agreements with the relevant Recipients in the form of the European Commission “Standard Contractual Clauses” (the “**SCCs**”), adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, as well as, if necessary, supplementary measures or any other appropriate safeguards pursuant to the GDPR. The Data Subject have a right to request a copy of such “SCCs” may be obtained by writing to the Fund at the registered office of the Fund.

Personal Data may also be transferred to third parties such as governmental, judicial, prosecution or regulatory agencies and/or authorities as well as official national registers, including tax authorities, in accordance with applicable laws and regulations. In particular, Personal Data may be disclosed to the Luxembourg tax authorities, which in turn may, acting as data controller, disclose it to foreign tax authorities.

Under certain conditions set out by the Data Protection Laws, the Data Subject has a right to access his/her/its Personal Data, to ask for a rectification thereof in cases where such Personal Data is inaccurate and/or incomplete, to object to the processing of his/her/its Personal Data, to restrict the use of his/her/its Personal Data, to ask for erasure of such data, and to ask for data portability.

In relation thereto, the Data Subjects may exercise the above rights by writing to the Fund at the Fund's registered office at the following address: 16, boulevard Royal L-2449 Luxembourg Grand Duchy of Luxembourg, Luxembourg.

The Data Subjects also has a right to lodge a complaint with the Luxembourg data protection Authority, the *Commission Nationale pour la Protection des Données (CNPD)* at the following address: 15, Boulevard du Jazz, L-4370 Belvaux, Grand Duchy of Luxembourg; or with any competent data protection supervisory authority of their EU member state of residence. Each prospective investor, by signing a Subscription Certificate, is informed of the processing of his/her/its Personal Data, as provided by the Data Protection Law.

Personal Data shall not be retained for periods longer than those required for the purpose of their processing, subject to statutory periods of limitation or legal obligation to retain such information.

### 3.2 **Anti-money laundering regulations**

The Fund is subject to international and Luxembourg laws and regulations which impose duties, obligations and sanctions with the main objective of preventing the financial sector from being used for money laundering and financing of terrorism purposes. These international, European and Luxembourg laws and regulations are hereinafter collectively referred to as the “**AML/CFT laws and regulations**”, and all the duties and obligations imposed by such AML/CFT laws and regulations are hereinafter collectively referred to as the “**AML/CFT obligations**”. The AML/CFT laws and regulations, as adopted from time to time, include in particular the Luxembourg laws of 12 November 2004 on the fight against money laundering and financing of terrorism (the “**AML Law**”), of 19 December 2020 on the

implementation of restrictive measures in financial matters (the “**2020 Law**”) and of 13 January 2019 creating a register of beneficial owners (the “**2019 RBO Law**”) as well as the Grand-ducal regulation of 1 February 2010 providing details on certain provisions of the AML Law, the CSSF Regulation N°12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, as amended from time to time (“**CSSF Regulation 12-02**”) and any further implementing regulations and CSSF circulars in the field of AML/CFT.

As part of their AML/CFT obligations, the Fund and the AIFM maintain appropriate AML/CFT policies to detect, prevent and deter money laundering, tax crimes and terrorism financing.

The AIFM on behalf of the Fund, must comply with “know your customer” obligations which require the AIFM, on behalf of the Fund, amongst others, to identify and verify on the basis of documents, data or information obtained from a reliable and independent source the identity of each prospective Shareholder, as well as that of such prospective Shareholder’s beneficial owners or of any person purporting to act on behalf of such prospective Shareholders (such as proxyholders), the source of the funds and wealth being invested in the Fund, and, as the case may be, the purpose and nature of the business relationship and of the prospective Shareholder and to monitor the business relationship on an ongoing basis.

The AML/CFT laws and regulations, broadly refers to a “beneficial owner” as natural persons who ultimately, hence directly or indirectly, own or control a legal person or on whose behalf a transaction or activity is being conducted. Internal policies and procedures may possibly provide for additional criteria.

Either prior to subscription or at any time thereafter, initially and on an ongoing basis, upon the Fund’s request or at the relevant Investor’s own initiative without any delay (e.g. in case of a change of beneficial ownership), each prospective Shareholder and any other related person thereto (A) shall proactively assist the AIFM on behalf of the Fund, in fulfilling its AML/CFT obligations, and (B) in particular shall provide all information and documents which are set out under the Fund’s subscription agreements (noting that the information and documents set out therein may not in all cases be regarded as exhaustive and thus can be changed from time to time, including inter alia in case of any legal and regulatory changes related to AML/CFT or changes of the business practices of the Fund) in accordance with those required by AML/CFT laws and regulations and/or which the AIFM considers necessary for performing its AML/CFT obligations.

The AIFM on behalf of the Fund ensures the performance of the ongoing monitoring of Shareholders which includes not only the name screening and transaction monitoring as defined by the AML/CFT laws and regulations, ensuring at all times that each piece of information and each document provided to the AIFM is and remains adequate, accurate and up to date as per a risk-based approach. All information and documents are hereinafter collectively referred to as the “**AML/CFT Information and Documentation**”.

The AIFM on behalf of the Fund and any service providers may retain AML/CFT Information and Documentation pertaining to a prospective Shareholder for a period of at least five years after the business relationship has ended or longer if warranted by the AML/CFT laws and regulations.

Subject to certain conditions under the AML/CFT laws and regulations the AIFM on behalf of the Fund, may delegate or outsource its AML/CFT obligations to eligible service providers such as the Fund’s Administrator, and may amend, at any time and with immediate effect, the list of required AML/CFT information and documentation and the form in which the required AML/CFT information and

documentation is to be provided. Furthermore, any Investor is required to notify the AIFM and any of its delegates of any change of its information as set out in the Subscription Form and, as the case may be, prior to the occurrence of any change in the identity of any beneficial owner of Shares.

The AIFM may be required to transmit (possibly without prior notice to the Shareholder and/or other related person concerned) all or part of the AML/CFT Information and Documentation to certain third parties, including other professionals of the financial sector subject to the AML/CFT laws and regulations, competent authorities and the Luxembourg register of beneficial owners as required by the AML/CFT laws and regulations.

Under the AML/CFT laws and regulations, criminal sanctions may be imposed on the Fund or the AIFM in case of a failure to comply with the obligations to collect and make available the required information.

Any Shareholder that fails to comply with the Fund and/or the AIFM's information or documentation requests may be held liable for penalties imposed on the Fund and/or the AIFM.

In addition to criminal and non-criminal sanctions provided by AML/CFT laws and regulations, any delay or failure to provide any required piece of AML/CFT information and documentation may result in, amongst other consequences and where applicable, in a subscription, conversion or redemption request being deferred or declined, Shares in the Fund being compulsorily redeemed in accordance with the Articles of Association, a payment of distribution or liquidation or redemption proceeds being delayed, and/or in this delay or failure to be reported or subject to declaration by the AIFM, on behalf of the Fund, to the competent authorities, possibly without prior notice to the Shareholder and/or other related person concerned. Furthermore, in such case, the AIFM on behalf of the Fund may take the measures that it considers to be appropriate, including but not limited to, the blocking of such Shareholder's account until the receipt of the information and documents required. Any costs (including account maintenance costs) which are related to non-cooperation of such Shareholder will be borne by the respective Shareholder. No liability for any interest, costs or compensation will be accepted.

Agreements are entered into with intermediaries pursuant to which these intermediaries market shares of the Fund on behalf of underlying clients. A risk-based customer due diligence is performed on any intermediary in order for the Fund and AIFM to be satisfied as to the identity of the intermediary.

In addition to the due diligence measures on investors, pursuant to articles 3 (7) and 4 (1) of the AML Law and article 34 (2) of CSSF Regulation 12-02, the AIFM is also required to apply precautionary measures regarding the Assets of the Fund. The AIFM should assess, using its on-going and risk-based approach, the extent to which the offering of its products and services presents potential vulnerabilities to placement, layering or integration of criminal proceeds into the financial system.

Pursuant to the 2020 Law, the application of international financial sanctions must be enforced by any Luxembourg natural or legal person, as well as any other natural or legal person operating in or from the Luxembourg territory. As a result, prior to investing in Assets, the AIFM or its appointed delegate must, as a minimum, screen the name of such Assets or of the issuer against the target financial sanctions lists.

#### **4. VALUATION AND NET ASSET CALCULATION**

The AIFM is responsible for ensuring that proper and independent valuation of the Assets of the Fund and the calculation and publication of the Net Asset Value can be performed. In accordance with article 17 of the 2013 Law, the valuation task is functionally independent from services provided in respect of portfolio management and any remuneration policy to ensure that potential conflicts of interest are mitigated and that undue influence upon the employees is prevented.

The Net Asset Value of each Sub-Fund and Share Class is determined by performing a valuation of the Assets and liabilities of the Fund and allocating them to the Sub-Funds and Share Classes, in order to calculate the Net Asset Value per Share of each Share Class of each Sub-Fund. The method for the valuation of the Assets and liabilities, the allocation to the Sub-Funds and Share Classes, and the calculation of the Net Asset Value is set out in the AIFM's valuation policy, the Articles of Association, and this Prospectus.

##### **4.1 Calculation of the Net Asset Value**

The Net Asset Value per Share shall be determined by the Administrator as of each Valuation Point and will remain subject to the overall responsibility of the AIFM. It shall be calculated by dividing the Net Asset Value of the Share Class of a Sub-Fund by the total number of the Shares of such Share Class in issue as of that Valuation Point. The Net Asset Value per Share shall be expressed in the Reference Currency of the Share Class and may be rounded up or down to four (4) decimal places.

The Net Asset Value of a Share Class is equal to the value of the Assets allocated to such Share Class within a Sub-Fund less the value of the liabilities allocated to such Share Class, both being calculated as of each Valuation Point according to the valuation procedure described below.

The Net Asset Value of a Sub-Fund is equal to the value of the Assets allocated to such Sub-Fund less the value of the liabilities allocated to such Sub-Fund, both calculated as of each Valuation Point in the Reference Currency of the Sub-Fund according to the valuation procedure described below.

The Net Asset Value of the Fund will at all times be equal to the sum of the Net Asset Values of all Sub-Funds expressed in the Reference Currency of the Fund. The Net Asset Value of the Fund must at all times be at least equal to the minimum share capital required by the 2010 Law which is currently one million two hundred and fifty thousand euro (EUR 1,250,000.-), except during the first six (6) months after the approval of the Fund by the CSSF.

##### **4.2 Valuation procedure**

###### **4.2.1 General**

The Assets and liabilities of the Fund will be valued in accordance with the AIFM's valuation policy and the provisions outlined below.

The AIFM may apply, in good faith, in consistent manner and in accordance with generally accepted valuation principles and procedures, other valuation principles or alternative methods of valuation that it considers appropriate in order to determine the probable realisation value of any asset if applying the rules described below appears inappropriate or impracticable.

The AIFM may adjust the value of any asset if the AIFM determines that such adjustment is required to reflect its fair value taking into account its denomination, maturity, liquidity, applicable or anticipated interest rates or dividend distributions or any other relevant considerations.

If, after the time of determination of the Net Asset Value and prior to the publication of the Net Asset Value for a Valuation Point, a material change occurs which affects the exchanges or markets on which a substantial portion of the investments of a Sub-Fund are quoted, listed or traded, the AIFM may cancel the first valuation and carry out a second valuation in order to safeguard the interest of Shareholders. In such a case, the Net Asset Value used for processing subscription, redemption and conversion applications for that Valuation Point will be based on the last calculation.

The AIFM will be liable to the Fund for any losses suffered as a result of the AIFM's negligence or intentional failure to perform its valuation obligations.

In the absence of fraud, bad faith, gross negligence or manifest error, any decision taken in accordance with the Articles of Association and the Prospectus by the AIFM, the Board of Directors or any agent appointed by them in connection with the valuation of the Fund's Assets and the calculation of the Net Asset Value of the Fund, a Sub-Fund or a Share Class, the Net Asset Value per Share will be final and binding on the Fund and on all Shareholders, and none of the Board of Directors, the AIFM, nor any agent appointed by them shall accept any individual liability or responsibility for any determination made or other action taken or omitted by them in this connection.

#### 4.2.2 Assets of the Fund

Subject to the rules on the allocation to Sub-Funds and Share Classes below, the Assets of the Fund shall include the following:

- 1) all cash on hand or on deposit, including any outstanding accrued interest;
- 2) all bills and any types of notes or accounts receivable, including outstanding proceeds of any disposal of financial instruments;
- 3) all securities and financial instruments, including shares, bonds, notes, certificates of deposit, debenture stocks, options or subscription rights, warrants, money market instruments and all other investments belonging to the Fund;
- 4) all dividends and distributions payable to the Fund either in cash or in the form of stocks and shares (which will normally be recorded in the Fund's books as of the ex-dividend date, provided that the Fund may adjust the value of the security accordingly);
- 5) all outstanding accrued interest on any interest-bearing instruments belonging to the Fund, unless this interest is included in the principal amount of such instruments;
- 6) all other Assets of any kind and nature including expenses paid in advance.

#### 4.2.3 Liabilities of the Fund

Subject to the rules on the allocation to Sub-Funds and Share Classes below, the liabilities of the Fund shall include the following:

- 1) all loans, bills or accounts payable, accrued interest on loans (including accrued fees for commitment for such loans);
- 2) all known liabilities, whether or not already due, including all contractual obligations that have reached their term, involving payments made either in cash or in the form of Assets, including the amount of any dividends or distributions declared by the Fund but not yet paid;
- 3) a provision for any tax accrued to the Valuation Point and any other provisions authorised or approved by the Fund; and
- 4) the formation expenses of the Fund or a Sub-Fund, to the extent that such expenses have not already been written off; and
- 5) all other liabilities of the Fund of any kind recorded in accordance with applicable accounting rules, except liabilities represented by the Shares. In determining the amount of such liabilities, the Fund will take into account all expenses, fees, costs and charges payable by the Fund as set out in Part A.4 (Fees and Expenses).

Adequate provisions shall be made for unpaid administrative and other expenses of a regular or recurring nature based on an estimated amount accrued for the applicable period. Any off-balance sheet liabilities shall duly be taken into account in accordance with fair and prudent criteria.

The fees and expenses incurred in connection with the formation of the Fund will be borne by the Fund and may be amortised over a period of up to five (5) years. The formation expenses of each new Sub-Fund will be borne by such Sub-Fund and may be amortised over a period of up to five (5) years. New Sub-Funds created after the incorporation and launch of the Fund will participate in the non-amortised costs of establishment of the Fund.

#### 4.2.4 Valuation principles

In accordance with the Articles of Association and the AIFM's valuation policy, the valuation of the Assets of the Fund will be conducted as follows:

- 1) The value of any cash on hand or on deposit, bills or notes payable, accounts receivable, prepaid expenses, cash dividends, and interest accrued but not yet received shall be equal to the entire face amount thereof, unless the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the AIFM may consider appropriate in such case to reflect the true value thereof.
- 2) Transferable securities and money market instruments which are quoted, listed or traded on an exchange or regulated market will be valued, unless otherwise provided under paragraphs 3) and 6) below, at the last available market price or quotation, prior to the time of valuation, on the exchange or regulated market where the securities or instruments are primarily quoted, listed or traded. Where securities or instruments are quoted, listed or traded on more than one exchange

or regulated market, the AIFM will determine on which exchange or regulated market the securities or instruments are primarily quoted, listed or traded and the market prices or quotations on such exchange or regulated market will be used for the purpose of their valuation. Transferable securities and money market instruments for which market prices or quotations are not available or representative, or which are not quoted, listed or traded on an exchange or regulated market, will be valued at their probable realisation value estimated with care and in good faith by the AIFM using any valuation method approved by the AIFM.

- 3) Notwithstanding paragraph 2) above, where permitted under applicable laws and regulations, money market instruments may be valued using an amortisation method whereby instruments are valued at their acquisition cost as adjusted for amortisation of premium or accrual of discount on a constant basis until maturity, regardless of the impact of fluctuating interest rates on the market value of the instruments. The amortisation method will only be used if it is not expected to result in a material discrepancy between the market value of the instruments and their value calculated according to the amortisation method.
- 4) FDIs which are quoted, listed or traded on an exchange or regulated market will be valued at the last available closing or settlement price or quotation, prior to the time of valuation, on the exchange or regulated market where the instruments are primarily quoted, listed or traded. Where instruments are quoted, listed or traded on more than one exchange or regulated market, the AIFM will determine on which exchange or regulated market the instruments are primarily quoted, listed or traded and the closing or settlement prices or quotations on such exchange or regulated market will be used for the purpose of their valuation. FDIs for which closing or settlement prices or quotations are not available or representative will be valued at their probable realisation value estimated with care and in good faith by the AIFM using any valuation method approved by the AIFM.
- 5) FDIs which are traded “over-the-counter” (OTC) will be valued daily at their fair market value, on the basis of valuations provided by the counterparty which will be approved or verified on a regular basis independently from the counterparty. Alternatively, OTC FDIs may be valued on the basis of independent pricing services or valuation models approved by the AIFM which follow international best practice and valuation principles. Any such valuation will be reconciled to the counterparty valuation on a regular basis independently from the counterparty, and significant differences will be promptly investigated and explained.
- 6) Notwithstanding paragraph 2) above, shares or units in target investment funds will be valued at their latest available official net asset value, as reported or provided by or on behalf of the investment fund or at their latest available unofficial or estimated net asset value if more recent than the latest available official net asset value, provided that the AIFM is satisfied of the reliability of such unofficial net asset value. The Net Asset Value calculated on the basis of unofficial net asset values of the target investment fund may differ from the Net Asset Value which would have been calculated, on the same Valuation Point, on the basis of the official net asset value of the target investment fund. Alternatively, shares or units in target investment funds which are quoted, listed or traded on an exchange or regulated market may be valued in accordance with the provisions of paragraph 2) above.
- 7) The value of any other asset not specifically referenced above will be the probable realisation value estimated with care and in good faith by the AIFM using any fair valuation method approved by the AIFM.

#### 4.2.5 Allocation of Assets and liabilities to Sub-Funds and Share Classes

Assets and liabilities of the Fund will be allocated to each Sub-Fund and Share Class in accordance with the provisions of the Articles of Association, as set out below, and the relevant Supplement of the Sub-Fund.

- 1) The proceeds from the issue of the Shares of a Sub-Fund or Share Class, all Assets in which such proceeds are invested or reinvested and all income, earnings, profits or Assets attributable to or deriving from such investments, as well as all increase or decrease in the value thereof, will be allocated to that Sub-Fund or Share Class and recorded in its books. The Assets allocated to each Share Class of the same Sub-Fund will be invested together in accordance with the investment objective, policy, and strategy of that Sub-Fund, subject to the specific features and terms of issue of each Share Class of that Sub-Fund, as specified in its Supplement (see Part A.3.1 (Shares, Sub-Funds and Share Classes)).
- 2) All liabilities of the Fund attributable to the Assets allocated to a Sub-Fund or Share Class or incurred in connection with the creation, operation or liquidation of a Sub-Fund or Share Class will be charged to that Sub-Fund or Share Class and, together with any increase or decrease in the value thereof, will be allocated to that Sub-Fund or Share Class and recorded in its books. In particular and without limitation, the costs and any benefit of any Share Class specific feature will be allocated solely to the Share Class to which the specific feature relates.
- 3) Any Assets or liabilities not attributable to a particular Sub-Fund or Share Class may be allocated by the Board of Directors in good faith and in a manner which is fair to Shareholders generally and will normally be allocated to all Sub-Funds or Share Classes pro rata to their Net Asset Value.

Subject to the above, the Board of Directors may at any time vary the allocation of Assets and liabilities previously allocated to a Sub-Fund or Share Class.

#### 4.2.6 Additional rules for Assets and liabilities of the Fund

In calculating the Net Asset Value of each Sub-Fund or Share Class, unless otherwise stated in the Supplement, the following principles will apply:

- 1) Each Share to be issued by the Fund on each Subscription Day will be deemed to be in issue and existing immediately after the time of valuation on the Subscription Day. From such time and until the Subscription Price is received by the Fund, the Assets of the Sub-Fund or Share Class concerned will be deemed to include a claim of that Sub-Fund or Share Class for the amount of any cash or other property to be received in respect of the issue of such Shares. The Net Asset Value of the Sub-Fund or Share Class will be increased by such amount immediately after the time of valuation on the Subscription Day.
- 2) Each Share to be redeemed by the Fund on each Redemption Day will be deemed to be in issue and existing until and including the time of valuation on the Redemption Day. Immediately after the time of valuation and until the Redemption Price is paid by the Fund, the liabilities of the Sub-Fund or Share Class concerned will be deemed to include a debt of that Sub-Fund or Share Class for the amount of any cash or other property to be paid in respect of the redemption of such Shares. The Net Asset Value of the Sub-Fund or Share Class will be decreased by such amount immediately after the time of valuation on the Redemption Day.



- 3) Following a declaration of dividends for a Share Class on a Valuation Day determined by the Fund to be the distribution accounting date, the Net Asset Value of the Sub-Fund or Share Class will be decreased by such amount as of the Valuation Point.
- 4) Where Assets have been agreed to be purchased or sold but such purchase or sale has not been completed at the Valuation Point, such Assets will be included in or excluded from the Assets of the Fund, and the gross purchase price payable or net sale price receivable will be excluded from or included in the Assets of the Fund, as if such purchase or sale had been duly completed at the Valuation Point, unless the Fund has reason to believe that such purchase or sale will not be completed in accordance with its terms. If the exact value or nature of such Assets or price is not known at the Valuation Point, its value will be estimated by the AIFM in accordance with the valuation principles described above.
- 5) The value of any Asset or liability denominated or expressed in a currency other than the Reference Currency of the Fund, Sub-Fund or Share Class will be converted, as applicable, into the Reference Currency of the Fund, Sub-Fund or Share Class at the prevailing foreign exchange rate at the Valuation Point concerned which the AIFM considers appropriate.

#### **4.3 Publication of the Net Asset Value**

The Net Asset Value per Share of each Share Class within each Sub-Fund will be available from the AIFM during normal business hours and published on its website or such other means of communication as set out in the relevant Supplement at such frequencies as set out in the relevant Supplement.

#### **4.4 Temporary suspension of the Net Asset Value calculation**

The Board of Directors, upon consultation with the AIFM, may temporarily suspend the calculation and publication of the Net Asset Value per Share of any Share Class in any Sub-Fund and/or, the issue, redemption and conversion of the Shares of any Share Class in any Sub-Fund in the following cases:

- 1) when any exchange or regulated market that supplies the price of the Assets of a Sub-Fund is closed, otherwise than on ordinary holidays, or in the event that transactions on such exchange or market are suspended, subject to restrictions, or impossible to execute in volumes allowing the determination of fair prices;
- 2) when the information or calculation sources normally used to determine the value of the Assets of a Sub-Fund are unavailable;
- 3) during any period when any breakdown or malfunction occurs in the means of communication network or IT media normally employed in determining the price or value of the Assets of a Sub-Fund, or which is required to calculate the Net Asset Value per Share;
- 4) when exchange, capital transfer or other restrictions prevent the execution of transactions of a Sub-Fund or prevent the execution of transactions at normal rates of exchange and conditions for such transactions;
- 5) when exchange, capital transfer or other restrictions prevent the repatriation of Assets of a Sub-Fund for the purpose of making payments on the redemption of the Shares or prevent the execution of such repatriation at normal rates of exchange and conditions for such repatriation;

- 6) when the legal, political, economic, military or monetary environment, or an event of force majeure, prevent the Fund from being able to manage the Assets of a Sub-Fund in a normal manner and/or prevent the determination of their value in a reasonable manner;
- 7) when there is a suspension of the net asset value calculation or of the issue, redemption or conversion rights by the investment fund(s) in which a Sub-Fund is invested;
- 8) when there is a suspension of the net asset value calculation or of the issue, redemption or conversion rights at the level of the sub-fund of the Master Fund in which a Sub-Fund invests;
- 9) when, for any other reason, the prices or values of the Assets of a Sub-Fund cannot be promptly or accurately ascertained or when it is otherwise impossible to dispose of the Assets of the Sub-Fund in the usual way and/or without materially prejudicing the interests of Shareholders;
- 10) in the event of a notice to Shareholders of the Fund convening an extraordinary general meeting of Shareholders for the purpose of dissolving and liquidating the Fund or informing them about the termination and liquidation of a Sub-Fund or Share Class, and more generally, during the process of liquidation of the Fund, a Sub-Fund or Share Class;
- 11) during the process of establishing exchange ratios in the context of a merger, a contribution of Assets, an Asset or share split or any other restructuring transaction;
- 12) during any period when the dealing of the Shares of a Sub-Fund or Share Class on any relevant stock exchange where such Shares are listed is suspended or restricted or closed; and
- 13) in exceptional circumstances, out of the control of the AIFM or the Board of Directors (as applicable), whenever the Board of Directors considers it necessary in order to avoid irreversible negative effects on the Fund, a Sub-Fund or Share Class, in compliance with the principle of fair treatment of Shareholders in their best interests.

In the event of exceptional circumstances, out of the control of the AIFM or the Board of Directors (as applicable), which could adversely affect the interest of Shareholders or where significant requests for subscription, redemption or conversion of the Shares are received for a Sub-Fund or Share Class, the Board of Directors reserves the right to determine the Net Asset Value per Share for that Sub-Fund or Share Class only after the Fund has completed the necessary investments or divestments in securities or other Assets for the Sub-Fund or Share Class concerned.

The issue, redemption and conversion of the Shares in any Share Class will also be suspended during any such period when the Net Asset Value of such Share Class is not calculated and published.

Any decision to suspend the calculation and publication of the Net Asset Value per Share and/or where applicable, the issue, redemption and conversion of the Shares of a Share Class, will be published and/or communicated to Shareholders as required by applicable laws and regulations.

The suspension of the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption and/or conversion of the Shares in any Sub-Fund or Share Class will have no effect on the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption and/or conversion of the Shares in any other Sub-Fund or Share Class.

Suspended subscriptions, redemptions and conversions will be treated as rejected applications for subscriptions, redemptions or conversions. Shareholders will receive written notification confirming the rejection of such application from the Fund and may submit applications for subscriptions, redemptions and conversions following the end of the suspension period.

#### **4.5 Correction of errors in the calculation of Net Asset Value and/or non-compliance with the applicable sub-fund investment policy**

In the event of an error in the calculation of Net Asset Value and/or in the event of a non-compliance with the applicable sub-fund investment policy, the AIFM shall apply (i) until the 31<sup>st</sup> of December 2024 the CSSF Circular 02/77 on protection of investors in case of net asset value calculation error and correction of the consequences resulting from non-compliance with the investment rules applicable to undertakings for collective investment and (ii) as from the 1<sup>st</sup> of January 2025 the CSSF Circular 24/856 on protection of investors in case of an NAV calculation error, an instance of non-compliance with the investment rules and other errors at UCI level and will follow the procedures listed in these circulars to correct such error and/or non-compliance.

### **5. LUXEMBOURG TAX CONSIDERATIONS**

The following information is of a general nature only and is based on the Fund's understanding of certain aspects of the laws and practices in force in Luxembourg as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax considerations that may be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. It is a description of the essential material Luxembourg tax consequences with respect to the subscribing for, purchasing, owning and disposing of the Shares and may not include tax considerations that arise from rules of general application or that are generally assumed to be known to investors. This summary is based on the laws in force in Luxembourg on the date of this Prospectus and is subject to any changes in law that may take effect after such date, even with retroactive or retrospective effect.

Prospective investors should consult their own professional advisors as to the particular consequences of subscribing for, purchasing, owning and disposing of the Shares, including the application and effect of any federal, state or local taxes under the tax laws of Luxembourg and their countries of citizenship, residence, domicile or incorporation.

Investors should be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), the solidarity surcharge (*contribution au fonds pour l'emploi*), as well as personal income tax (*impôt sur le revenu des personnes physiques*). Corporate taxpayers may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax, net wealth tax and the solidarity surcharge apply to most corporate taxpayers that are resident in Luxembourg for tax purposes. Corporate taxpayers may further be subject to a top-up tax arising under any legislation implementing OECD (2021), *Tax Challenges Arising from Digitalisation of the Economy – Global Anti-Base Erosion Model Rules (Pillar Two)*: Inclusive Framework on BEPS, OECD/G20 Base Erosion and Profit Shifting Project, OECD Publishing, Paris, Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic

groups in the Union (the “**Pillar II Directive**”), the Luxembourg law of 22 December 2023 implementing the Pillar II Directive (the “**Pillar II Law**”) or similar rules. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

## 5.1 Taxation of the Fund

### 5.1.1 Income and net wealth taxes

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

### 5.1.2 Subscription tax

The Fund is as a rule subject in Luxembourg to a subscription tax (*taxe d'abonnement*) of 0.05% per annum, such tax being payable quarterly. The taxable base for the subscription tax is the aggregate net assets of the Fund valued on the last day of each quarter of the calendar year.

However, the rate is reduced to 0.01% per annum for:

- undertakings for collective investment ("UCIs") and individual sub-funds of umbrella UCIs that are authorised as money market funds in accordance with Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds;
- individual sub-funds of UCIs with multiple sub-funds subject to the 2010 Law and individual classes of securities issued within a UCI or within a sub-funds of a UCI with multiple sub-funds, provided that the securities of these sub-funds or classes are reserved for one or more institutional investors.
- under certain conditions, reduced rates ranging from 0.04% to 0.01% may also be available for the portion of the net assets of a UCI or of an individual sub-fund of a UCI with multiple sub-funds that are invested in sustainable economic activities (as defined in Article 3 of the Taxonomy Regulation – see definition below).

In order to benefit from the above exemptions, UCIs must separately disclose the value of the eligible net assets in their periodic subscription tax returns.

Further, the following are exempt from the subscription tax:

- the value of the assets represented by units held in other UCIs provided that such units have already been subject to the subscription tax provided for by Article 174 of the amended law of 17 December 2010 on UCIs, Article 68 of the amended law of 13 February 2007 on specialised investment funds, or Article 46 of the amended law of 23 July 2016 on reserved alternative investment funds. In order to benefit from this exemption, UCIs which hold such units must indicate their value separately in their periodic subscription tax returns.

- UCIs as well as individual sub-funds of UCIs with multiple sub-funds (i) whose securities are reserved for institutional investors, and (ii) that are authorised as short-term money market funds in accordance with Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds and (iii) that have obtained the highest possible rating from a recognised rating agency. If several classes of securities exist within the UCI or the sub-funds, the exemption only applies to classes whose securities are reserved for institutional investors;
- UCIs as well as individual sub-funds of UCIs with multiple sub-funds whose securities are reserved for (i) institutions for occupational retirement pension or similar investment vehicles set up at the initiative of one or more employers for the benefit of their employees, (ii) companies of one or more employers investing the funds they hold, to provide retirement benefits to their employees, and (iii) investors in the context of a pan-European Personal Pension Product established under Regulation (EU) 2019/1238 of the European Parliament and of the Council of 20 June 2019 on a pan-European Personal Pension Product (PEPP). If there are several classes of securities within the UCI or sub-fund, the exemption applies only to those classes whose securities are reserved for these investors.
- UCIs as well as individual sub-funds of UCIs with multiple sub-funds whose main object is the investment in microfinance institutions.
- UCIs as well as individual sub-funds of UCIs with multiple sub-funds (i) whose securities are listed or traded on at least one stock exchange or another regulated market operating regularly, recognised and open to the public, and (ii) whose sole object is to replicate the performance of one or more indices. If several classes of securities exist within the UCI or the sub-funds, the exemption only applies to classes fulfilling the condition sub-point (i).
- UCIs and individual sub-funds of UCIs with multiple sub-funds which are approved as European long-term investment funds in accordance with Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds.
- Undertaking for collective investment in transferable securities (“**UCITS**”) and individual sub-funds of UCITS with multiple sub-funds of which the units or shares are traded throughout the day on at least one regulated market or a multilateral trading facility and for which at least one market maker intervenes to ensure that the price of their units or shares does not deviate significantly from their net asset value and, where applicable, their indicative net asset value. If there are several classes of units or shares within the UCITS or sub-fund, the exemption applies only to the classes of units or shares referred to in this point.

In order to qualify for these exemptions, UCIs/UCITS must separately disclose the value of the eligible net assets in their periodic subscription tax returns.

### 5.1.3 Withholding tax

Under current Luxembourg tax law, there is no withholding tax on distributions, liquidation proceeds and redemption and payments of a similar nature by the Fund to its Shareholders.

However, the Fund may be subject to withholding tax on dividends and interest payments and to tax on capital gains in the country of origin of its investments. As the Fund itself is not subject to Luxembourg corporate income tax, withholding tax levied at source, if any, would normally be a final cost.

Whether the Fund may benefit from a double tax treaty concluded by Luxembourg must be analysed on a case-by-case basis. Indeed, as the Fund is structured as an investment company (as opposed to a mere co-ownership of assets), certain double tax treaties signed by Luxembourg may directly be applicable to the Fund.

### 5.1.4 Value added tax

In Luxembourg, regulated investment funds such as the Fund are considered as taxable persons for value added tax (“**VAT**”) purposes without any input VAT deduction right. A VAT exemption applies in Luxembourg for services qualifying as fund management services. Other services supplied to the Fund could potentially trigger VAT and require the VAT registration of the Fund in Luxembourg. As a result of such VAT registration, the Fund will be in a position to fulfil its duty to self-assess the VAT regarded as due in Luxembourg on taxable services (or goods to some extent) purchased from abroad.

No VAT liability arises in principle in Luxembourg in respect of payments made by the Fund to its Shareholders to the extent that such payments are linked to their subscription to the Shares and therefore do not constitute the consideration received for taxable services supplied.

### 5.1.5 Top-up tax

The Fund may be subject to a top-up tax in Luxembourg if it falls within the scope of the Pillar II Law. Such top-up tax is currently determined under either an income inclusion rule (IIR) or a qualified domestic minimum top-up tax rule (QDMTT).

### 5.1.6 Other taxes

No stamp duty or other tax is generally payable in Luxembourg in connection with the issue of the Shares by the Fund against cash.

However, the Fund is subject to a fixed registration duty of EUR 75 in Luxembourg upon incorporation and any subsequent amendment to its Articles of Association.

## 5.2 Taxation of the Shareholders

### 5.2.1 General considerations

It is expected that the Shareholders will be resident for tax purposes in different countries. Accordingly, no attempt is made in this Prospectus to summarise the tax consequences for each Shareholder of subscribing for, purchasing, owning or disposing of the Shares. These consequences will vary

depending on the law and practice currently in force in the Shareholders' country of citizenship, residence, domicile or incorporation, as well as their personal circumstances. Shareholders that are residents or citizens of certain countries which have a tax legislation affecting foreign funds may have a current liability to tax on undistributed income and gains of the Fund. Shareholders should consult their own professional advisors as to the particular consequences of subscribing for, purchasing, owning and disposing of the Shares, including the application and effect of any federal, state or local taxes under the tax laws of Luxembourg and their countries of citizenship, residence, domicile or incorporation.

#### 5.2.2 Tax residency

A Shareholder will not become resident (or be deemed resident) in Luxembourg by reason only of holding and/or disposing of the Shares or executing, performing, delivering and/or enforcing its rights thereto.

#### 5.2.3 Resident individual Shareholders

Dividends and other payments derived from the Shares by a resident individual Shareholder, who acts in the course of the management of either his/her private wealth or his/her professional/business activity, are subject to personal income tax at the progressive ordinary rates.

Capital gains realised upon the disposal of the Shares by a resident individual Shareholder, who acts in the course of the management of his/her private wealth, are not subject to personal income tax, unless said capital gains qualify either as speculative gains or as gains on a substantial participation. Capital gains are deemed to be speculative and are thus subject to personal income tax at ordinary rates if the Shares are disposed of within six (6) months after their acquisition or if their disposal precedes their acquisition. A participation is deemed to be substantial where a resident individual Shareholder holds or has held, either alone or together with his/her spouse or partner and/or minor children, directly or indirectly at any time within the five (5) years preceding the disposal, more than ten percent (10%) of the share capital of the Fund whose Shares are being disposed of. A Shareholder is also deemed to alienate a substantial participation if he/she acquired free of charge, within the five (5) years preceding the transfer, a participation that was constituting a substantial participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same five-year period). Capital gains realised on a substantial participation more than six (6) months after the acquisition thereof are taxed according to the half-global rate method (i.e., the average rate applicable to the total income is calculated according to progressive personal income tax rates and half of the average rate is applied to the capital gains realised on the substantial participation). A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the participation.

Capital gains realised on the disposal of the Shares by a resident individual Shareholder, who acts in the course of the management of his/her professional/business activity, are subject to personal income tax at ordinary rates. Taxable gains are determined as the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

#### 5.2.4 Resident corporate Shareholders

Luxembourg resident corporate Shareholders which are fully taxable companies must include any profits derived and gains realised on the sale, repurchase or redemption of the Shares, in their taxable profits for Luxembourg income tax purposes. Taxable gains are determined as the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

#### 5.2.5 Resident Shareholders benefiting from a special tax regime

Luxembourg resident corporate Shareholders which benefit from a special tax regime, such as (i) SIFs subject to the amended law of 13 February 2007, (ii) family wealth management companies subject to the amended law of 11 May 2007, (iii) UCIs subject to the 2010 Law, or (iv) reserved alternative investment funds treated as SIFs for Luxembourg tax purposes and subject to the amended law of 23 July 2016, are exempt from income taxes in Luxembourg and profits derived from the Shares are thus not subject to Luxembourg income taxes.

#### 5.2.6 Non-resident Shareholders

Non-resident Shareholders that have neither a permanent establishment nor a permanent representative in Luxembourg to which or to whom the Shares are attributable, are generally not liable to any income tax in Luxembourg in respect of the Shares (including on income received and gains realised on the sale, repurchase or redemption of the Shares).

Non-resident corporate Shareholders that have a permanent establishment or a permanent representative in Luxembourg to which or to whom the Shares are attributable, must include any income received and gains realised on the sale, repurchase or redemption of the Shares, in their taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to non-resident individual Shareholders, acting in the course of the management of a professional or business undertaking, who have a permanent establishment or a permanent representative in Luxembourg to which or to whom the Shares are attributable.

Taxable gains are determined as the difference between the sale, repurchase or redemption price and the lower of the cost or book value of the Shares sold or redeemed.

#### 5.2.7 Net wealth tax

Luxembourg resident Shareholders as well as non-resident Shareholders that have a permanent establishment or a permanent representative in Luxembourg to which or to whom the Shares are attributable, are subject to Luxembourg net wealth tax on such Shares, except if such Shareholders are (i) an individual, (ii) a securitisation vehicle subject to the amended law of 22 March 2004, (iii) a venture capital company subject to the amended law of 15 June 2004, (iv) a professional pension institution subject to the amended law of 13 July 2005, (v) a SIF subject to the amended law of 13 February 2007, (vi) a family wealth management company subject to the amended law of 11 May 2007, (vii) a UCI subject to the 2010 Law, or (viii) a reserved alternative investment fund subject to the amended law of 23 July 2016.

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

#### 5.2.8 Other taxes

Under current Luxembourg tax law, where an individual Shareholder is resident in Luxembourg for inheritance tax purposes at the time of his/her death, the Shares are included in his/her taxable base



for inheritance tax purposes. By contrast, no inheritance tax is levied on the transfer of the Shares upon the death of an individual Shareholder if the deceased was not resident in Luxembourg for inheritance tax purposes at the time of his/her death.

Gift tax may be due on a gift or donation of the Shares, if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

### 5.3 **FATCA**

Capitalised terms used in this section should have the meaning as set forth in the FATCA Law, unless otherwise provided herein.

The Fund may be subject to the so-called FATCA legislation which generally requires reporting to the US Internal Revenue Service of non-US financial institutions that do not comply with FATCA and direct or indirect ownership by US persons of non-US entities. As part of the process of implementing FATCA, the US government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

The FATCA Law requires Financial Institutions located in Luxembourg to annually report, when required, information on Financial Accounts directly or indirectly held by Specified US Persons, if any, to the Luxembourg tax authorities (*administration des contributions directes*).

Under the terms of the FATCA Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution.

This status imposes on the Fund the obligation to regularly obtain and verify information on all of its Shareholders. On the request of the Fund, each Shareholder shall agree to provide certain information, including, in the case of a passive Non-Financial Foreign Entity ("**NFFE**"), information on the Controlling Persons of such NFFE, along with the required supporting documentation. Similarly, each Shareholder shall agree to actively provide to the Fund within thirty (30) days any information that would affect its status, as for instance a new mailing address or a new residency address.

The FATCA Law may require the Fund to disclose the names, addresses and taxpayer identification number (if available) of its Shareholders as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the US Internal Revenue Service. Under the FATCA law, the annual reporting deadline applicable to Financial Institutions is 30 June.

Shareholders qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their information by the Fund.

Additionally, the Fund is responsible for the processing of personal data and each Shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Fund is to be processed in accordance with the applicable data protection legislation.

Although the Fund will attempt to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Fund will be able to satisfy these obligations. If the Fund becomes subject to a withholding tax or penalties as result of the FATCA regime, the value of the Shares held by the Shareholders may suffer material losses. The failure for the Fund to obtain such information from each Shareholder and to transmit it to the Luxembourg tax authorities may trigger the thirty percent (30%) withholding tax to be imposed on payments of US source income as well as penalties.

Any Shareholder that fails to comply with the Fund's information or documentation requests may be charged with any taxes and/or penalties imposed on the Fund as a result of such Shareholder's failure to provide the information or documentation and the Fund may, in its sole discretion, redeem the Shares of such Shareholder.

Shareholders who invest through intermediaries are reminded to check if and how their intermediaries will comply with this US withholding tax and reporting regime.

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

#### 5.4 **CRS**

Capitalised terms used in this section should have the meaning as set forth in the CRS Law, unless otherwise provided herein.

The Fund may be subject to the CRS as set out in the CRS Law.

Under the terms of the CRS Law, the Fund is likely to be treated as a Luxembourg Reporting Financial Institution.

This status imposes on the Fund the obligation to annually report to the Luxembourg tax authorities personal and financial information as exhaustively set out in Annex I of the CRS Law (the "**CRS Information**") related, *inter alia*, to the identification of, holdings by and payments made to (i) certain Shareholders qualifying as Reportable Persons and (ii) Controlling Persons of passive non-financial entities ("**NFEs**") which are themselves Reportable Persons. The CRS Information will include personal data related to the Reportable Persons. Under the CRS Law, the annual reporting deadline applicable to Financial Institutions is 30 June.

The Fund's ability to satisfy its reporting obligations under the CRS Law will depend on each Shareholder providing the Fund with the CRS Information, along with the required supporting documentary evidence. In this context, the Shareholders are hereby informed that, as data controller, the Fund will process the CRS Information for the purposes as set out in the CRS Law.

Shareholders qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of the CRS Information by the Fund.

Additionally, the Fund is responsible for the processing of personal data and each Shareholder has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Fund is to be processed in accordance with the applicable data protection legislation.

The Shareholders are further informed that the CRS Information related to Reportable Persons will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction(s). In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the Shareholders undertake to inform the Fund within thirty (30) days of receipt of these statements should any included personal data not be accurate. The Shareholders further undertake to immediately inform the Fund of, and provide the Fund with all supporting documentary evidence of any changes related to the CRS Information after occurrence of such changes.

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

Any Shareholder that fails to comply with the Fund's CRS Information or documentation requests may be held liable for penalties imposed on the Fund as a result of such Shareholder's failure to provide the CRS Information or documentation and the Fund may, in its sole discretion, redeem the Shares of such Shareholder.

## 6. SUSTAINABILITY RELATED DISCLOSURES

Pursuant to EU Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the "**SFDR**"), unless the relevant Supplement of a particular Sub-Fund states otherwise, each Sub-Fund is classified as an Article 6 fund under the SFDR.

Pursuant to EU Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment, and amending SFDR ("**Taxonomy Regulation**"), the AIFM is required to disclose alignment with the Taxonomy Regulation. Unless the relevant Supplement for a particular Sub-Fund states otherwise, the investments underlying each Sub-Fund do not take into account the EU criteria for environmentally sustainable economic activities.

**SUPPLEMENT 1.**

<h1><b>M&amp;G Corporate Credit Opportunities ELTIF</b></h1>	
<p><i>A sub-fund of an investment company with variable capital</i></p> <p><i>(société d'investissement à capital variable – SICAV)</i></p> <p><i>subject to part II of the law of 17 December 2010 relating to undertakings for collective investments</i></p> <p><b>(the “Sub-Fund”)</b></p>	
<p>Supplement 1 – Sub-Fund 1 – M&amp;G Corporate Credit Opportunities ELTIF</p> <p><b>PROSPECTUS SUPPLEMENT - # 1</b></p>	
<p><b>October 2025</b></p>	

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**1. SUMMARY OF TERMS OF M&G CORPORATE CREDIT OPPORTUNITIES ELTIF (“SUB-FUND”)**

*With respect to the Sub-Fund, the Supplement will be furnished to each prospective investor. The following statements shall be read in conjunction with the terms of the Prospectus and the Articles of Association. To the extent that any of the terms described herein are inconsistent with the terms of the Prospectus – General Section, the terms of the Supplement shall prevail. The Supplement should be reviewed carefully by prospective investors prior to making an investment in the Sub-Fund. Capitalised terms used and not otherwise defined herein shall have the meaning assigned to these terms in the Prospectus – General Section.*

Potential investors should take note of the following:

- the Sub-Fund is an authorised ELTIF and is subject to the requirements of the ELTIF Regulation.
- the Sub-Fund has a 50-year life as from its authorisation date which may be extended by up to 1 year.
- The Sub-Fund is illiquid in nature because its investments are long term. For investors, this is an investment that has low liquidity. Therefore, the Sub-Fund may not be suitable for Retail Investors that are unable to sustain such a long-term and illiquid commitment. A 10-year holding period is recommended. Where Redemption Requests are not satisfied, the investor may face a longer holding period than foreseen at the time of initial investment.
- The Sub-Fund is intended to be marketed to Retail Investors and Professional Investors (as defined in section “Eligible Investors”) that are eligible investors under the ELTIF Regulation.
- The Sub-Fund may accept subscriptions throughout the life of the Sub-Fund.
- The Sub-Fund may offer liquidity during the life of the Sub-Fund by subscription and redemption options, in accordance the provisions set out under section “Redemptions”.
- Until the End of Life (as defined in section “End of Life and Wind-down Period”), Shareholders shall have the right to redeem their Shares in accordance with Article 18 (2) of the ELTIF Regulation and with the provisions set out under section “Redemptions”.

- Shareholders may freely transfer their Shares to third parties meeting the Sub-Fund's eligibility criteria however, the Fund may refuse a transfer of Shares where the intended transferee is not an Eligible Investor.
- The Fund may borrow up to 10% of its Net Asset Value on a temporary basis to fund repurchases of Shares in the Fund and general liquidity management. The Fund will not be leveraged for the purposes of AIFMD where leverage is interpreted as any method by which the exposure of a fund is increased whether through borrowing of cash or securities, or leverage embedded in derivative positions or by any other means. The Sub-Fund intends to use leverage up to 10% of the Net Asset Value of the Sub-Fund and borrow money to purchase Eligible Investment Assets as permitted by the ELTIF Regulation. When used, this leverage will proportionately increase gains or losses made by the Sub-Fund.
- All Retail Investors within a Share Class reserved to Retail Investors benefit from equal treatment and no preferential treatment nor specific economic benefits are granted to individual investors or groups of Retail Investors within a Share Class reserved to Retail Investors.
- Shareholders shall have no obligation to make contributions to the Sub-Fund in excess of their respective subscription amount.
- During the life of the Sub-Fund, distributions shall be made in accordance with section “Distribution Policy”.
- FDIs shall only be used for hedging risks arising from exposures to eligible Assets under the ELTIF Regulation.
- The specific risks linked to investments in the Sub-Fund are set out under section “Specific Risks”.

Any decision to invest in the Sub-Fund should be based on consideration of the Prospectus and Supplement as a whole by the prospective investor. Where a claim relating to information contained in the Prospectus or Supplement is brought before a court, the plaintiff investor may, under the national legislation of the EU member states, be required to bear the costs of translating the Prospectus or Supplement before legal proceedings are initiated. Civil liability may attach to the Fund as the entity responsible for the Prospectus and Supplement including any translation hereof, and for its notification in circumstances where information contained in this Supplement is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus.

1.1 **Luxembourg Specialist Investment Funds (3) SICAV - M&G Corporate Credit Opportunities ELTIF**

1. <b>Launch Date</b>	31 October 2023
2. <b>Reference Currency</b>	EUR
3. <b>Investment regions</b>	<p>The Sub-Fund will target investments in the following countries:</p> <ul style="list-style-type: none"> <li>– Member States of the EU and EEA countries;</li> <li>– the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Channel Islands and Gibraltar;</li> <li>– United States of America, Canada, Switzerland, Japan, South Korea, Australia, New Zealand and Israel.</li> </ul>
4. <b>Specific Investment Policy and Restrictions</b>	<p><b><u>Investment Objective and Policy</u></b></p> <p>The Sub-Fund aims to achieve a total return of Euribor +5-6% per annum over the Medium Term (gross of fees).</p> <p><b><u>Investment Strategy</u></b></p> <p>The Sub-Fund will invest across a wide universe of corporate credit including:</p> <ul style="list-style-type: none"> <li>▪ <u>Senior and Junior Syndicated Loans</u>;</li> </ul> <p>The Sub-Fund may originate loans itself and may acquire loans on the primary or secondary market. Loans may be in respect of individual or group entities, various geographical locations and diverse sectors including, but not limited to, corporate,</p>



	<p>project finance and infrastructure as long as such loans are granted to a Qualifying Portfolio Undertaking. The loans may be senior, mezzanine or junior ranking, asset-based (including those loans that also benefit from an assignment of receivables), secured and unsecured and leveraged loans and may involve direct lending to borrowers qualifying as Qualifying Portfolio Undertakings.</p> <p>The term leveraged loans refers to debt issued by Qualifying Portfolio Undertakings, typically to finance internal growth, acquisitions, mergers or leveraged buy-outs by private equity sponsors. The leverage refers to the capital structure of the issuing company, which incorporates a significant amount of debt. Consequently, in instances where a public rating exists from a credit rating agency, these Assets are typically Sub-Investment Grade Assets. Leveraged loans are usually senior loans and have priority position in the capital structure of the issuing company and are normally secured.</p> <p>The value of individual leveraged loan Assets may be obtained from the major banks that have dedicated resources to secondary trading. These tend to be those banks that are also active in underwriting and arranging loans in the primary market.</p> <ul style="list-style-type: none"> <li>▪ <u>High Yield Bonds</u></li> </ul> <p>The Sub-Fund may invest in bonds, notes, and bills as further described below.</p> <ul style="list-style-type: none"> <li>– A bond is a debt investment in which an investor loans money to an entity that borrows the money for a defined period of time at an interest rate. Bonds are commonly referred to as fixed-income securities.</li> <li>– A bill is a financial security which generally has a shorter term than a bond or a note.</li> <li>– A note is a financial security similar to a bond in that it is sold at, above or below face (par) value, makes regular interest payments and has a specified term until maturity. The duration of a note can vary significantly but it generally has a shorter term than a bond.</li> </ul> <p>Senior secured floating rate notes have priority position in the capital structure of the issuing Qualifying Portfolio Undertaking and are secured by a priority charge</p>
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	<p>over the Assets and/or shares of the issuing Qualifying Portfolio Undertakings. The senior secured floating rate notes will be issued by Qualifying Portfolio Undertakings, typically to finance internal growth, acquisitions, mergers or leveraged buy-outs by private equity sponsors. The capital structure of the issuing Qualifying Portfolio Undertaking may incorporate a significant amount of debt. Consequently, in instances where a public rating exists from a credit rating agency, it is typically Sub-Investment Grade. Senior secured floating rate notes are public bond issues that possess similar structural features and security to senior secured loans which are usually privately issued.</p> <p>The Sub-Fund may invest in ESG bonds, being bonds whose proceeds are used for a specific purpose or that are used for general purposes albeit linked to specific sustainable targets. Accordingly, the Sub-Fund may invest in green bonds, social bonds or sustainability-linked bonds. Green bonds are debt instruments where the proceeds are invested exclusively in green projects that generate climate or other environmental benefits. Social bonds are a form of debt instrument that raises funds for projects that have positive social outcomes. Sustainability-linked bonds are debt instruments where the financial or structural characteristics can vary depending on whether the issuer achieves predefined sustainability/ESG objectives.</p> <p>The Sub-Fund may also invest in ESG notes, being notes whose proceeds are used for a specific purpose or that are used for general purposes albeit linked to specific sustainable targets. Accordingly, the Sub-Fund may invest in green notes, social notes or sustainability-linked notes. Green notes are debt instruments where the proceeds are invested exclusively in green projects that generate climate or other environmental benefits. Social notes are a form of debt instrument that raises funds for projects that have positive social outcomes. Sustainability-linked notes are debt instruments where the financial or structural characteristics can vary depending on whether the issuer achieves predefined sustainability/ESG objectives.</p> <ul style="list-style-type: none"> <li>▪ <u>Mid-Market Direct Lending</u></li> </ul> <p>The Sub-Fund may further provide directly loans and other credit solutions to primarily mid-market companies which includes but is not limited to those with revenue between five (5) million euros and five hundred (500) million euros.</p>
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	<p>▪ <b><u>Restructuring Debt</u></b></p> <p>The Sub-Fund may invest in certain restructuring debt. This can include debt of fundamentally sound companies at a significant discount to par and liquidity lines for companies facing short term cash squeezes. In addition, following the restructuring of a loan held by the Sub-Fund, the terms of the restructuring may permit the Sub-Fund's holding to be converted to other types of Assets including equity and equity-related securities. The converted Assets may pertain to the borrowing entity or a related or successor entity, as applicable. Where the AIFM deems it to be in the best interests of the Shareholders, it may exercise such rights on behalf of the Sub-Fund. Accordingly, the Sub-Fund may acquire equity or equity-related securities and may hold and/or dispose of equity or equity related securities. Equity and equity-related securities may be listed or unlisted.</p> <p>The Sub-Fund may acquire junior notes where the negotiated restructuring of a senior secured loan or senior secured floating rate note held by the Fund permits or requires the Sub-Fund to convert its investment to a junior note of the issuing company (or such related/successor company, as applicable). The Sub-Fund may exercise such rights where the AIFM or its delegate deems it to be in the best interests of the Fund. The Sub-Fund may therefore acquire and may hold and/or dispose of junior notes. Junior notes may be secured or unsecured and are so called because they rank behind senior debt in order of payment priority from the issuing companies. Junior notes in which the Fund may invest may be fixed or floating rate and may embed a PIK element.</p> <p>The maturity date of each corporate credit invested in shall not exceed the End of Life of the Sub-Fund.</p> <p><b><u>Investment Approach</u></b></p> <p>The Sub-Fund applies a flexible asset allocation approach through investment in a range of corporate credits. The composition of the portfolio depends on the market analysis and views of the Investment Manager.</p> <p>The Sub-Fund does not intend to use any benchmark for the purposes of the Benchmark Regulation.</p>
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	<p><b><u>SFDR</u></b></p> <p>The Sub-Fund is classified as Article 8 under SFDR and promotes environmental and social characteristics.<sup>2</sup> Information about the environmental and social characteristics of the Sub-Fund required to be disclosed under SFDR is available in Appendix 1 of this Supplement.</p> <p>Information on how the environmental and social characteristics of the Sub-Fund have been met will be found in the Company's annual report.</p> <p><b><u>ESG Approach</u></b></p> <p>The Sub-Fund promotes the following environmental and social characteristics:</p> <ul style="list-style-type: none"> <li>a) The Sub-Fund invests in securities of companies or issuers exhibiting positive ESG risk and opportunity characteristics that meet a minimum threshold based on proprietary ESG score or third party ESG score. The ESG score considers a broad range of environmental, social and governance factors, such as climate, diversity and inclusion, board composition, disclosure, where appropriate. Each investment made by the Sub-Fund meets a minimum score on the Investment Manager's proprietary ESG scoring system or third party ESG score.</li> <li>b) The Sub-Fund will not invest in activities that are considered to be harmful to society or the environment. The Sub-Fund screens out any issuers that are in breach of international standards and/or are operating in sectors deemed not complying with ESG principles. Such activities are described in 'ESG Exclusions' section below.</li> </ul> <p>A minimum of 20% of the Fund's Net Asset Value will be invested in sustainable investments, as defined under SFDR. A minimum of 70% of the Fund's Net Asset Value will be aligned to environmental or social characteristics promoted by the Fund.</p>
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<sup>2</sup> The classification and the requirements under Article 8 of the SFDR will become effective on 1 December 2025. The Board of Directors may, at its discretion, defer the effective date to 2 March 2026.

**Taxonomy Regulation Disclosure**

Pursuant to the Taxonomy Regulation, the AIFM is required to disclose the Sub-Fund's alignment with this regulation.

The Sub-fund does not currently assess the EU criteria for environmentally sustainable economic activities as defined in the Taxonomy Regulation. The Company does not target investment in taxonomy-aligned assets as part of its investment policy and therefore the AIFM expects that 0% of the Sub-fund's investments will be aligned with the environmental objectives under the Taxonomy Regulation.

**Principal Adverse Impacts (PAI)**

The Sub-Fund promotes environmental and social characteristics. Therefore, as part of its strategy it considers PAIs of investment decisions on sustainability factors as measured by principal adverse impact (PAI) indicators defined in the Annex I of EU Commission Delegated Regulation 2022/1288.

Details on the specific PAI indicators considered are stated in the Appendix 1 to this Supplement.

**Investment Restrictions**

The AIFM and/or the Investment Manager shall procure that:

- (a) the Sub-Fund shall only invest in:
  - (i) Eligible Investments Assets;
  - (ii) UCITS Eligible Assets;
- (b) the Sub-Fund shall not undertake any of the following activities:
  - (i) short selling of Assets;

	<ul style="list-style-type: none"> <li>(ii) taking direct or indirect exposure to commodities, including via FDIs, certificates representing commodities, indices based on commodities or any other means or instrument that would give an exposure to commodities;</li> <li>(iii) entering into securities lending, securities borrowing, repurchase transactions, or any other agreement which has an equivalent economic effect and poses similar risks, whereby more than 10% of the Assets of the Sub-Fund would be impacted by such transactions;</li> <li>(iv) using FDIs, except where the use of such instruments solely serves the purpose of hedging risks inherent to other investments of the Sub-Fund;</li> </ul> <ul style="list-style-type: none"> <li>(c) at least 55% of the capital of the Sub-Fund shall be invested in Eligible Investment Assets and not more than 45% of the capital of the Sub-Fund, shall be invested in UCITS Eligible Assets;</li> <li>(d) No more than 20% of capital of the Sub-Fund shall be invested in instruments issued by, or loans granted to, any single Qualifying Portfolio Undertaking;</li> <li>(e) No more than 20% of the capital of the Sub-Fund shall be invested in any single real Asset;</li> <li>(f) No more than 20% of the capital of the Sub-Fund shall be invested in units or shares of any single ELTIF, EuVECA, EuSEF, UCITS or EU AIF managed by EU AIFM;</li> <li>(g) no more than 10% of the capital of the Sub-Fund shall be invested in UCITS Eligible Assets where those Assets have been issued by any single issuer (and the concentration limits set out in Article 56(2) of the UCITS Directive shall also apply to investments in such Assets by the Sub-Fund) or no more than 25% of the capital of the Sub-Fund where capital of the Sub-Fund is invested in bonds issued by a credit institution which</li> </ul>
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	<p>has its registered office in an EU Member State and is subject by law to special public supervision designed to protect bondholders; and</p> <p>(h) the aggregate risk exposure to any single counterparty of the Sub-Fund in relation to OTC FDIs, shall not exceed 10% of the value of the capital of the Sub-Fund; and</p> <p>(i) the aggregate value of simple, transparent and standardised securitisations in the Sub-Fund portfolio shall not exceed 20% of the value of the capital of the Sub-Fund; and</p> <p>(j) The investment restrictions applying to thermal coal, as set out in section of the Prospectus entitled The Investment Manager's Thermal Coal Investment Policy, apply to the Fund and may have an effect on the Assets in which the Fund invests.</p> <p>Companies which are included in the same group for the purposes of consolidated accounts, as regulated by Directive 2013/34/EU of the European Parliament and of the Council or in accordance with recognized international accounting rules, shall be regarded as a single Qualifying Portfolio Undertaking or a single body for the purpose of calculating the above mentioned limits.</p> <p>The AIFM has established with respect to the Sub-Fund and any Qualifying Portfolio Undertaking a risk management policy and procedures which comprise, among the others, the procedures for assessment of quality of loans and periodic monitoring and evaluation of such quality, as well as procedures for periodic monitoring of appropriate diversification regarding the borrowers (risk associated with, for example, borrower correlation or corrected group of borrowers are taken into account).</p> <p>In addition, the AIFM has established, with respect to the loans in which the Sub-Fund may invest, procedures (i) to verify and ensure the existence, quality and valuation of collateral, if any, until the loan's maturity date, (ii) regarding enforcement of collateral arrangements, where applicable, and loan collection/recover, and (iii) to mitigate maturity transformation.</p>
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	<p><b><u>ESG Exclusions</u></b></p> <p>The AIFM, or its delegate, acting on behalf of the Sub-Fund, may not make an investment in any company or corporate which, at the time of purchasing an asset, is within scope of the following:</p> <ul style="list-style-type: none"> <li>• <i>Global Norms.</i> Companies assessed to be in violation of the United Nations Global Compact (UNGC) or the Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises. Companies assessed to be in violation mean companies that are found to be in severe, repeated and/or systemic breach of these rules.</li> <li>• <i>Controversial Weapons.</i> Companies assessed to be involved in anti-personnel mines, cluster munitions, chemical and biological weapons, nuclear weapons outside the non-proliferation treaty, depleted uranium and white phosphorous munitions, blinding laser, non-detectable fragment weapons. A 0% revenue threshold for such companies is applied.</li> <li>• <i>Thermal Coal.</i> Companies that engage in activities excluded under the Investment Manager's Thermal Coal Investment Policy. This includes public companies that are in scope of the policy, as well as, privately held companies that engage in such activities.</li> <li>• <i>Unconventional Oil and Gas.</i> Companies that derive revenues from the unconventional extraction of oil and gas (defined as oil sands and Arctic drilling) are excluded. A 10% revenue threshold for such companies is applied.</li> <li>• <i>Adult Entertainment.</i> Companies involved in the production and / or distribution of adult entertainment. A 10% revenue threshold for such companies is applied.</li> <li>• <i>Gambling.</i> Companies involved in the provision of gambling-related services. A 10% revenue threshold for such companies is applied.</li> </ul> <p>After the purchase of an investment, the Investment Manager will continue to monitor the limits listed above but they may be exceeded for reasons beyond the control of the Investment Manager. If they are exceeded after purchase the Investment Manager will record such matters and adopt as a priority objective to</p>
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	<p>resolve that situation, but it will not be considered a breach. The Investment Manager shall be under no obligation to dispose of the assets in the event that limits are infringed after the acquisition of an asset and may disregard them where it believes that to do so is in the best interests of the Shareholders but no further acquisitions of such asset will be made while the limits are infringed.</p> <p>The investment restrictions applying to thermal coal, as set out in section of the Prospectus entitled The Investment Manager's Thermal Coal Investment Policy, apply to the Sub-Fund and may have an effect on the assets in which the Sub-Fund invests.</p>
<p><b>5. Investment Techniques</b></p>	<p>The Investment Manager shall manage the Sub-Fund's investments as it considers most efficient and adequate for achieving the Sub-Fund's investment objective, assessing the potential risks of every investment and managing the Sub-Fund in accordance with the investment policies and restrictions set out in this Supplement. The investments may be acquired either directly or through interests or participations in or exposures to companies, trusts, co-investments, limited partnerships, intermediate or special purpose vehicles or other technical structures, or other arrangements or interests such as options or other contracts. Such entities or interests may be wholly-owned by the Sub-Fund or the Sub-Fund may be one of a number of investors in such entities.</p> <p>In addition, the Sub-Fund may originate and/or acquire an investment together with one or more co-investors, including in circumstances where one or more of the co-investors are: (i) directors, shareholders, officers, employees, agents and associates of the Investment Manager, (ii) investment funds in relation to which the Investment Manager or an Affiliate of the Investment Manager is the manager or adviser (or similar), (iii) other customers of the Investment Manager or an Affiliate of the Investment Manager, and/or (iv) third parties. In such circumstances, the size of the investment opportunity available to the Sub-Fund may be less than it would otherwise have been had it invested directly.</p> <p>In case of co-investments, such co-investments will be carried-out in such a way to enable the Sub-Fund, the AIFM and the Investment Manager to ensure compliance of the Sub-Fund with the ELTIF Regulation, AIFMD and AIFMD Level 2 Regulation. Co-investing entities will, to the extent applicable, be bound by risk diversification rules similar to those imposed by CSSF Circular 02/80. Specific risk related to co-</p>

	<p>investments are duly taken into account in the conflict-of-interest policy established by the AIFM in accordance with the ELTIF Regulation, AIFMD and AIFMD Level 2 Regulation.</p> <p><u><i>Investments made via intermediate or special purpose vehicle</i></u></p> <p>In case the Sub-Fund indirectly invests via an intermediate or special purpose vehicle, but not in case of a co-investment, the following conditions shall apply:</p> <ul style="list-style-type: none"> <li>a) "look-through" must be applied under Articles 89 and 90 of the AIFMD Level 2 Regulation;</li> <li>b) the special purpose vehicle shall be controlled by the Sub-Fund within the meaning of the directive 2013/34/UE;</li> <li>c) appropriate procedures has been implemented in order to enable the Sub-Fund, the AIFM and the Investment Manager to ensure compliance with the ELTIF Regulation at any time.</li> </ul>
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6. <b>Costs</b>		Class W	Class AI	Class BI	Class EI	Class P	Class P2	Class ZI
	One-off costs							
	Costs of setting up the Sub-Fund (1)	0.01%						
	Costs related to the acquisition of Assets (2)	0.24%						
	Charges at the point of subscription not taken from the Sub-Fund							
	Subscription Fee (3)	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%
	Charges taken from the Sub-Fund over a year							
	Distribution costs (4)	0.03%	0.0%	0.0%	0.0%	0.03%	0.03%	0.0%
	Management fees (5)	0.75%	0.65%	0.60%	0.60%	1.35%	1.85%	0.0%
	Other costs (6)(7)	0.09%	0.09%	0.09%	0.09%	0.09%	0.09%	0.09%
	Charges taken from the Sub-Fund under specific conditions							

	Performance fees	None	None	None	None	None	None	None
	Aggregate of all the costs and charges mentioned above except charges not taken from the Sub-Fund							
	Overall ratio (8)	1.12%	0.99%	0.94%	0.94%	1.72%	Up to 2.57 %	0.34%
	<p>The figures set out in the table above are based on ex-ante estimated costs calculated on the basis set out below. Ex-posts effective costs will be disclosed in the Sub-Fund's annual report.</p> <p>(1) Costs of setting up the Sub-Fund</p> <p>The costs of setting up the Sub-Fund comprise all the expected administrative, regulatory, depositary, custodial, professional service, legal and audit costs related to the setting up of the Sub-Fund (including the Investment Holding Vehicle, if any) irrespective of whether they are paid to the AIFM or to any third party and also include the Sub-Fund's portion of the Fund's expected establishment and organisational expenses. These costs are expressed as a yearly average percentage of the estimated Net Asset Value of the Sub-Fund based on current business forecasts and considering an amortisation period of five-years as from the Launch Date and a fund life of ten-years as from the Launch Date.</p> <p>(2) Costs related to acquisition of Assets</p> <p>The costs related to the acquisition of Assets comprise all administrative, regulatory, depositary, custodial, professional service, audit costs, and other costs related to the acquisition of the Assets, irrespective of whether those costs are paid to the AIFM or to a third party.</p> <p>The Sub-Fund will be responsible for, and the Shareholders in the Sub-Fund will bear their allocable share of, all the expected expenses incurred by the Sub-Fund in connection with the Sub-Fund's business, affairs and</p>							

	<p>operations, including identifying, structuring (and any Investment Holding Vehicle used for the purposes of holding Eligible Investment Assets), managing, evaluating, trading, conducting due diligence on, investing in, acquiring, holding, disposition of (including the transfer or sale of), any investment or prospective investment (whether or not consummated), including “broken-deal expenses” where such occur, legal, tax, accounting, advisory fees, fees of finders or sourcing partners, and travel and accommodation expenses.</p> <p>The costs related to acquisition of Assets shall be calculated according to the PRIIPS methodology. In particular, the arrival price is calculated as the previous independent valuation price of the asset, adjusted for market movements, where appropriate, using an appropriate benchmark index, where such a price is available. Where a previous independent valuation price is not available, the transaction costs are estimated based on the difference between the transaction price and an appraisal of the fair value of the asset prior to purchase. In any case, such cost estimate must not be less than the amount of actual identifiable costs directly associated with the transaction.</p> <p>These costs are expressed as a yearly average percentage of an estimated Net Asset Value of the Sub-Fund based on current business forecasts and considering a fund life of ten-years as from the Launch Date.</p> <p>(3) Subscription Fee</p> <p>Distributors are permitted to directly take a Subscription Fee at the point of subscription of Shares, up to the maximum percentage rate disclosed in this Sub-Fund Supplement and will be based on the value of the relevant subscription. As the percentage rate disclosed is a maximum figure, in some cases, the Subscription Fee may be less. The Subscription Fee is not payable from the assets of the Sub-Fund and does not affect the NAV per Share. The AIFM does not levy or receive any Subscription Fee on this Sub-Fund.</p> <p>(4) Distribution Costs</p>
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	<p>The distribution costs comprise all expected administrative, regulatory, professional service and audit costs related to distribution.</p> <p>This is separate to any fee paid out of the Management fee to a Distributor/Sub-Distributor as outlined below.</p> <p>These costs are expressed as a yearly average percentage of the estimated Net Asset Value of the Sub-Fund based on current business forecasts and considering a fund life of ten-years as from the Launch Date.</p> <p>(5) Management fees</p> <p>The management fees comprise all fee payments to the AIFM, including any person to whom this function has been delegated, except:</p> <ul style="list-style-type: none"> <li>(a) the fees that are related to the acquisition of Assets;</li> <li>(b) the Share Class Hedging Charge described in paragraph (6) below, and</li> <li>(c) the costs incurred by the AIFM on behalf of the Sub-Fund being passed on to it.</li> </ul> <p>The AIFM will pay the fees of the Investment Manager from the Management Fee. Additionally, the AIFM may pay all or part of the Management Fee to any party that provides services to the AIFM or the Investment Manager, or in respect of the Sub-Fund, including any Distributor/Sub-Distributor.</p> <p>These costs are charged as a percentage of the Net Asset Value of the relevant Class within the Sub-Fund. Such fee will accrue and will be calculated on each Valuation Day and paid monthly in arrears.</p> <p>(6) Other costs, including administrative, regulatory, depositary, custodial, professional services and audit costs.</p> <p>Those costs comprise all the expected payments to the Depositary and Paying Agent, the Administrator, registrar and transfer agent, the Auditors,</p>
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	<p>including any person to whom they have delegated any function. These include all costs set out in sections Part A.4.4, Part A.4.5, Part A.4.6 and Part A.4.8 of the Prospectus.</p> <p>These costs also comprise all payments to any person providing outsourced services to any of the above, and all the expected payments to legal and professional advisers, audit fees, registration fees, regulatory fees.</p> <p>These costs do not include the costs related to the setting up of the Sub-Fund, the costs related to acquisition of Assets, the distribution costs and the management fees.</p> <p>These costs are expressed as a yearly average percentage of the estimated Net Asset Value of the Sub-Fund based on current business forecasts and considering a fund life of ten-years as from the Launch Date.</p> <p>(7) Share Class Hedging Charge</p> <p>The AIFM is permitted to take a charge from each Currency Hedged Share Class as payment for currency hedging services to that Share Class (the <b>"Share Class Hedging Charge"</b>).</p> <p>The Share Class Hedging Charge is a variable annual rate. The exact rate will vary depending upon the total amount of share class currency hedging activities across the entire range of SICAVs managed by the AIFM.</p> <p>If the cost of providing share class currency hedging services to the Sub-Fund is more than the Share Class Hedging Charge taken in any period, the AIFM will make up the difference. If the cost of providing share class currency hedging services to the Sub-Fund is less than the Share Class Hedging Charge taken in any period, the AIFM will keep the difference.</p> <p>(8) Overall cost ratio</p>
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	The overall cost ratio of the Sub-Fund is the ratio of the expected total ex-ante estimated costs of the Sub-Fund, based on the current business forecast.																							
<b>7. Share Classes</b>	<p>Within the Sub-Fund, the Board of Directors may create and issue Share Classes and determine investor eligibility requirements in accordance with applicable laws and regulations. The following Share Classes are available:</p> <table border="1"> <thead> <tr> <th><u>Class</u></th><th><u>Eligible Investors</u></th><th><u>Initial Offer Price</u></th><th><u>Minimum Initial Investment</u></th><th><u>Minimum Holding Amount</u></th></tr> </thead> <tbody> <tr> <td>AI</td><td>Institutional Investor</td><td>EUR 100</td><td>EUR 1,000,000</td><td>EUR 1,000,000</td></tr> <tr> <td>BI</td><td>Institutional Investor.</td><td>EUR 100</td><td>EUR 100,000,000</td><td>EUR 100,000,000</td></tr> <tr> <td>EI</td><td> <p>Institutional Investor who:</p> <p>(i) are approved by the AIFM; and</p> <p>(ii) subscribe within a certain period from the launch date of the Fund; and</p> <p>(iii) meet the minimum investment criteria.</p> <p>EI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can make no further investments in this Share Class after the</p> </td><td>EUR 100</td><td>EUR 1,000,000</td><td>EUR 1,000,000</td></tr> </tbody> </table>				<u>Class</u>	<u>Eligible Investors</u>	<u>Initial Offer Price</u>	<u>Minimum Initial Investment</u>	<u>Minimum Holding Amount</u>	AI	Institutional Investor	EUR 100	EUR 1,000,000	EUR 1,000,000	BI	Institutional Investor.	EUR 100	EUR 100,000,000	EUR 100,000,000	EI	<p>Institutional Investor who:</p> <p>(i) are approved by the AIFM; and</p> <p>(ii) subscribe within a certain period from the launch date of the Fund; and</p> <p>(iii) meet the minimum investment criteria.</p> <p>EI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can make no further investments in this Share Class after the</p>	EUR 100	EUR 1,000,000	EUR 1,000,000
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		offering period has passed.			
	P	<p>Distributors, platforms and other intermediaries who meet the eligibility and minimum investment criteria.</p> <p>This Share Class is open for subscriptions by Retail Investors via an intermediary.</p>	EUR 100	EUR 25,000	EUR 25,000
	P2	Available for subscription only through a distribution channel approved by the AIFM or an Affiliate of the AIFM.	EUR 100	EUR 25,000	EUR 25,000
	W	<ul style="list-style-type: none"> <li>Eligible Counterparties, within the meaning of article 30 of MiFID, investing for their own account.</li> <li>Other collective investment schemes.</li> <li>Distributors, platforms and other intermediaries who operate fee based arrangements with their clients to provide advisory or discretionary portfolio management services and do not receive any fee rebates from the AIFM. For these clients a minimum subscription of EUR</li> </ul>	EUR 100	EUR 500,000	EUR 500,000

		25,000 applies.			
		<ul style="list-style-type: none"> <li>Companies which the AIFM deems to be associate companies and other investors which have an agreement with the AIFM.</li> </ul> <p>This Share Class is open for subscriptions by Retail Investors via an intermediary.</p>			
	ZI	Investment Manager and its Affiliates.	EUR 100	EUR 50,000,000	EUR 50,000,000

Each Share Class, where available, may be offered in the relevant Sub-Fund Currency, or may be denominated in any other currency. Share Classes may be available in the following currencies: EUR, GBP, USD, CHF, JPY, SEK or any such other currency as the AIFM or Board of Directors may decide to issue. Where a Share Class is offered in another currency, the benchmark may also be denominated or hedged into the relevant Share Class Reference Currency. For any GBP, CHF or USD Share Classes offered, the initial offer price, the minimum initial investment and the minimum holding amount (as indicated in the table above) will be the same as the stated EUR amounts. For any JPY share classes, the initial offer price will be JPY 10,000 and the minimum initial investment and the minimum holding amount will be 150 times the stated EUR amounts. For any SEK share classes, the initial offer price, the minimum initial investment and the minimum holding amount will be 10 times the stated EUR amounts. The Board of Directors and / or the AIFM may reduce or waive the minimum initial investment and / or the minimum holding amount and / or vary the availability of shares terms in its sole discretion.

<p>8. <b>Leverage, borrowing and hedging policy</b></p>	<p>The Sub-Fund may borrow and enter into credit facilities or other financing transactions or otherwise incur leverage for the primary purpose of liquidity management however, may also utilise such borrowing for the purpose of investing in Eligible Investment Assets provided that such borrowings:</p> <ul style="list-style-type: none"> <li>(i) do not represent more than ten per cent (10%) of the Net Asset Value of the Sub-Fund;</li> <li>(ii) are in the same currency as the Assets to be acquired;</li> <li>(iii) have a maturity no longer than the life of the Sub-Fund; and</li> <li>(iv) encumber Assets as collateral for its debts that represents more than ten per cent (10)% of the Net Asset Value of the Sub-Fund.</li> </ul> <p>Subject to article 16 of ELTIF Regulation, the Sub-Fund may enter into guarantees, indemnities, covenants and undertakings in connection with investments made by the Sub-Fund. The Sub-Fund may secure any such borrowings, guarantees, indemnities, covenants and undertakings by mortgage, charge, pledge or assignment of or security interest in the Sub-Fund's Assets in accordance with article 16 of ELTIF Regulation. The amount of security granted may not exceed ten per cent (10)% of the Net Asset Value of the Sub-Fund.</p> <p>The Sub-Fund may, either directly or indirectly through an Investment Holding Vehicle, borrow and enter into a multi-currency credit facility or other financing transactions or otherwise incur leverage for the purpose of making investments or providing liquidity, including to pay costs and expenses, as permitted by the ELTIF Regulation and provided that such borrowings: (i) do not at any time represent more than 50% of the net asset value of the Sub-Fund; (ii) are in the same currency as the Assets to be acquired or in another currency where currency exposure has been appropriately hedged; and (iii) have a maturity no longer than the life of the Sub-Fund.</p>
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	<p>When borrowing cash the Sub-Fund may encumber Assets to implement its borrowing strategy. Borrowing arrangements that are fully covered by investors' capital commitments shall not be considered to constitute borrowing for the purposes of this section.</p> <p>The respective borrowing limits shall apply in no case later than three years after the date of start of the marketing of the Sub-Fund.</p> <p>The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund should not exceed 360% of the Net Asset Value for the Sub-Fund based on the gross method and 210% of the Net Asset Value for the Sub-Fund based on the commitment method.</p> <p>The actual level of leverage used will be disclosed in the Annual Report.</p> <p>The Sub-Fund may hedge its exposure to currency risk due to investments denominated in currencies other than Euro and the Sub-Fund is under no obligation whatsoever to engage in such hedging arrangements. The Sub-Fund may purchase and sell foreign currency in conjunction with the purchase or sale of underlying investments as part of its hedging strategy. The Sub-Fund's foreign currency transactions may be conducted on a spot basis to satisfy settlement of foreign currencies through forward contracts, options agreements or other foreign currency hedging instruments. The Sub-Fund may enter into foreign currency transactions as a hedging tool and will not purchase or sell foreign currencies on a standalone basis.</p> <p>The Sub-Fund may also use certain active currency, credit and interest rate management techniques related to the currency, credit and interest rate risks associated with the investments held by it for hedging purposes (through the use of FDIs such as interest rate swaps, credit default swaps, options, futures and/or forwards).</p> <p>FDIs may be used only for the purpose of hedging risks inherent to other investments of the Sub-Fund.</p>
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	Collateral arrangements with respect to FDIs, are not deemed to constitute "borrowings" for the purpose of this section.
9. <b>Subscriptions</b>	<p>Subscriptions to the Sub-Fund must be received by the Administrator by the Cut-Off Time on 2 Business Days preceding the relevant Dealing Day.</p> <p>The Board of Directors may accept subscription applications received after such deadline of 2 Business Days but before the Valuation Day subject to certain conditions and restrictions, including, in particular, to prevent late trading, market timing and other prohibited practices.</p> <p>The Board of Directors may agree to issue Shares as consideration for a "contribution in kind" of Assets with an aggregate value equal to the Subscription Price (including for avoidance of doubt any Subscription Fee, if applicable), provided that such Assets comply with the investment objective and policy of the relevant Sub-Fund and any restrictions and conditions imposed by applicable laws and regulations. In accepting or rejecting such a contribution at any given time, the Board of Directors shall take into account the interest of other Shareholders and the principle of fair treatment. Any contribution in kind will be subject to a report relating to the contributed Assets by the Auditor or any other independent auditor (<i>réviseur d'entreprises agréé</i>) appointed by the Board of Directors, from time to time. The Board of Directors and the contributing Investor will agree on specific settlement procedures. Any costs incurred in connection with a contribution in kind, including the costs of issuing a valuation report, shall be borne by the Investor requesting the contribution, or by such other third party as agreed by the Board of Directors or in any other way which the latter considers fair to all Shareholders of the relevant Sub-Fund.</p>
10. <b>Subscription Settlement Date</b>	<p>Payment for Subscriptions must be received within 11 Business Days after the relevant Dealing Day (the "<b>Settlement Date</b>").</p> <p>Subscription monies need to be paid in full and in the currency in which the Shares applied for are denominated.</p>

	<p>In the event that subscription monies (plus any applicable bank or other charges) from an applicant are not received in full by the Fund by the Settlement Date (each such applicant a “<b>Defaulting Applicant</b>”), the Fund reserves the right to: (i) cancel (in whole or part) the previously accepted subscription application of the Defaulting Applicant; (ii) to the extent that any Shares in relation to the prior Dealing Day have been issued, cancel any Shares issued to the Defaulting Applicant in respect of such application, in which case no cancellation proceeds (if any) shall be paid to the Defaulting Applicant; and (iii) take any such other action that the Fund considers reasonably necessary to reverse the effect of such cancellation under (i) and (ii) in respect of any Defaulting Applicant.</p>
<p><b>11. Cooling-off period</b></p>	<p>During the period of two weeks after Shareholders’ signature of the initial subscription agreement of the Shares and ending on the date two weeks later, a Retail Investor may, by written notice to their intermediary, cancel their subscription. In such case, any amounts previously drawn from such Retail Investor will be returned without penalty. Where any Retail Investor is subscribing through an intermediary, the intermediary is required to hold the subscription agreement for the duration of such cooling-off period to allow for any cancellation, prior to instructing the subscription of Shares onwards to the Sub-Fund. For the avoidance of doubt, the cooling-off period does not apply to Professional Investors.</p>
<p><b>12. Redemption Policy</b></p>	<p>The Shares of the Sub-Fund may not be redeemed at the request of the Shareholders during the life of the Sub-Fund. Redemptions at the request of the Shareholders are only permitted from the day after the end of Life of the Sub–Fund in accordance with Article 18(1) of the ELTIF Regulation.</p> <p>However, under the conditions set out in Article 18 (2) of the ELTIF Regulation the Shareholders may request the redemption of their Shares. In particular:</p> <p>Shareholders wishing to redeem in whole or in part must submit a duly completed Redemption Request.</p> <p>Redemptions Requests for the Sub-Fund must be received by the Administrator by the Cut-Off Time on the Redemption Request Day.</p>

	<p>The Board of Directors may accept Redemption Requests received after such deadline but before the Valuation Day subject to certain conditions and restrictions, including, in particular, to prevent late trading, market timing and other prohibited practices.</p> <p>The Redemption Settlement Period shall be 15 Business Days after the relevant Dealing Day but can be longer if underlying valuations are not available and so publication of Net Asset Value is delayed.</p> <p>Shareholders may not withdraw the Redemption Request following its acceptance by the Board of Directors.</p> <p>The Board of Directors reserves the right to execute Redemption Requests prior to the expiry of the Notice Period, where the subscription amount makes it possible to offset Redemption Requests, or when the Fund holds sufficient liquid Assets to meet the Redemption Requests.</p> <p>Any redemption request will be capped at 2% of the Net Asset Value of the Sub-Fund calculated at any Dealing Day, subject to the provisions below.</p> <p>In the event that such limit is exceeded, the Board of Directors may decide, without the Shareholders' approval, to pro-rate the Redemption Requests so that the net redemptions total 2% or any other higher percentage as agreed by the Board of Directors. For the purposes of determining the amount of aggregate redemptions and the applicable limits, the Board of Directors may decide in its discretion based on the available liquidity to include or exclude Shares that are being mandatorily redeemed by the Board of Directors in accordance with the Prospectus and the redemption policy.</p> <p>When there is insufficient liquidity or in other exceptional circumstances, the Board of Directors reserves the right to postpone the payment of redemption proceeds by postponing the Redemption Request.</p> <p>Redemption Requests which have not been dealt with because of a postponement will be deemed by the Board of Directors to be carried forward and dealt with on the next Redemption Day following such postponement. The settlement of Redemption Requests which are postponed shall be treated as an effective Redemption Request for each subsequent Redemption Day until the initial Redemption Request has been</p>
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	<p>redeemed. The settlement of these Redemption Requests will be met <i>pari passu</i> to later requests and may be met over multiple Dealing Days. When there is insufficient liquidity or in other exceptional circumstances, the Board of Directors reserves the right to postpone the payment of redemption proceeds.</p> <p>In compliance with the ELTIF Regulation:</p> <ul style="list-style-type: none"> <li>a) redemptions are not granted before the date specified in point (a) of Article 17(1) of the ELTIF Regulation (i.e., the end of the ramp-up period, which has already passed);</li> <li>b) at the time of authorisation and throughout the life of the ELTIF, the Board of Directors of the ELTIF is able to demonstrate to the competent authority of the ELTIF that the ELTIF has an appropriate redemption policy and liquidity management tools, which are compatible with the long-term investment strategy of the ELTIF;</li> <li>c) the redemption policy of the ELTIF clearly indicates the procedures and conditions for redemptions;</li> <li>d) In accordance with Article 5.6 and Annex I of the Supplementing Regulation, the redemption policy of the ELTIF ensures that redemptions are limited to a percentage of Assets of the ELTIF which are referred to in point (b) of Article 9(1) ELTIF Regulation. In accordance with option 1 of Annex 1 of the Supplementing Regulation, it has been determined that the maximum percentage referred to in Article 18(2)(d) of the ELTIF Regulation is 11,1 %.</li> <li>e) The criteria as set forth under Article 5 of the Supplementing Regulation will be applied by the AIFM in accordance with the AIFM's policies and procedures;</li> <li>f) the redemption policy of the ELTIF ensures that investors are treated fairly and redemptions may be granted on a pro rata basis if the requests for redemptions exceed the percentage referred to in point (d) of this paragraph.</li> </ul> <p>Shareholders shall always have the option to be repaid in cash.</p>
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13. <b>Conversion</b>	A Conversion Fee may apply as set out in the Prospectus.
14. <b>Eligible Investors</b>	<p>Professional Investor or Retail Investor.</p> <p>If a Shareholder is in breach of its obligations, representations or warranties to the Sub-Fund, or fails to make such representations or warranties or fails to deliver information required, the Board of Directors may (i) require/cause such investor to sell all or some of its Shares in accordance with the Articles of Association, or (ii) redeem such investor's Shares in accordance with the Articles of Association.</p>
15. <b>Transfer of Shares</b>	<p>Shareholders may transfer their Shares to third parties who meet the investment eligibility criteria of the Sub-Fund in accordance with article 19 of the ELTIF Regulation.</p> <p>The transferor who wishes to transfer the Shares has to provide an evidence of the eligibility of the transferee.</p> <p>The Board of Directors may refuse a transfer of Shares where a transferee does not satisfy the definition of an Eligible Investor.</p>
16. <b>Investment Manager</b>	M&G Investment Management Limited
17. <b>Distribution</b>	<p>Distributions in respect of any Shares or Share Classes will be distributed to Shareholders on the dates and in the manner set out below.</p> <p>Where available, the distribution dates in respect of the Sub-Fund will be the last Business Day of each quarter while the corresponding dates of payment of distributions are the last Business Days of January, April, July and October. Distributions will be made by electronic transfer to the bank account specified by the Shareholder in its Subscription Form at the cost of the Shareholder.</p>

	<p>In accordance with the 2010 Law, no distribution may be made if, as a result of such distribution, the Net Asset Value of the Fund would fall below Euro 1,250,000 or the equivalent in any other currency.</p> <p>Where the Sub-Fund may not perform distributions to a Shareholder, for reasons unknown to the concerned Shareholder, no interest for late payment will be paid on these distributions. When these distributions are not requested by the Shareholder, within five (5) years of their declaration date, they will be cancelled and maintained by the Sub-Fund.</p> <p>Alternatively, a reinvestment facility is available to all Shareholders whereby distributions are otherwise reinvested through the purchase of additional Shares. Where elected by the Shareholder, reinvestment of distributions will be effected on the Dealing Day which coincides with the relevant distribution date at the prevailing Subscription Price. Shareholders who wish to take advantage of the reinvestment facility should indicate this preference in their application form or otherwise by express instruction addressed to the Administrator.</p>
<b>18. Duration</b>	<p>The Sub-Fund will terminate on the fiftieth anniversary of its authorisation date by the CSSF, however this may be extended for up to one year at the discretion of the Board of Directors, subject to earlier termination upon full realization of the Sub-Fund's portfolio as described in section "Wind-down Period".</p>
<b>19. End of Life and Wind-down Period</b>	<p>The End of Life will be 50 years, unless such term is extended by a period of up to 1 year at the discretion of the Board of Directors.</p> <p>During the Wind-down Period, the Sub-Fund's Assets will be orderly disposed. An itemized schedule for the orderly disposal of the Sub-Fund's Assets will be adopted at the latest one year prior to the End of Life, in accordance with Article 21 of the ELTIF Regulation.</p> <p>Without prejudice to the provisions of section "Redemptions" below, redemptions to Shareholders will commence on the day following the End of Life.</p>

20. <b>Dilution mechanism</b>	Swing pricing will be applied. Terms are set out in 3.6 (Dilution mechanism) of the Prospectus.
21. <b>Absence of preferential treatment</b>	In accordance with article 30.6 of the ELTIF Regulation, the Fund and the AIFM will ensure an equal treatment of all Retail Investors holding the same Class of Shares in the relevant Share Class and no preferential treatment or specific economic benefits is or shall be granted to individual investors or groups of investors. In this respect, the Fund and/or the AIFM will not enter into side letters with any Shareholder.
22. <b>Complaints and local facilities</b>	<p>Complaints by a Shareholder in connection with its investment in the Sub-Fund shall be addressed to such Shareholder's Distributor/Sub-Distributor, with a copy to the Administrator.</p> <p>If a Shareholder does not have a Distributor/Sub-Distributor, the complaint should be addressed in writing to the AIFM using the following contact details:</p> <p>M&amp;G Luxembourg S.A.  16, boulevard Royal  L-2449 Luxembourg  Grand Duchy of Luxembourg  Telephone number: +352 26 70 54 // Email address: <a href="mailto:GOCS@mandg.com">GOCS@mandg.com</a></p> <p>The facilities which are required to be made available to Retail Investors in accordance with Article 26 of the ELTIF Regulation will be provided, to the extent applicable, by the Retail Investors' Distributors/Sub-Distributors, in accordance with the Commission delegated regulation (EU) 2018/480 of 4 December 2017 supplementing ELTIF Regulation. In addition, local regulations in certain jurisdictions in which the Sub-Fund may be marketed may, from time to time, require the appointment of paying agents and/or other local agents.</p>

## **1.2 Risk Factors related to an investment in this Sub-Fund**

The risks set out in the Part B.1.1 (General risk factors) applies to all Sub-Funds set up under the umbrella structure of the Fund. In addition, the following specific risks will also apply to the Sub-Fund:

### **1.2.1 Liquidity Risk**

Liquidity risk is the risk that the Sub-Fund may not be able to generate sufficient cash resources to settle its obligations in full as they fall due or can only do so on terms that are materially disadvantageous. Liquidity risk exists when a particular instrument is difficult to purchase or sell. Derivative transactions that are particularly large, or traded off market (i.e. over the counter), may be less liquid and therefore not readily adjusted or closed out. Where it is possible to buy or sell, this may be at a price that differs from the price of the position as reflected in the valuation. The AIFM manages the Sub-Fund's liquidity risk.

The Sub-Fund may invest in investments such as sub-investment grade corporate loans, bonds and notes which, as a result, carry greater liquidity risk than, for example, investment grade sovereign or corporate bonds or loans.

Due to the unique and customised nature of loan agreements evidencing private debt Assets and the private syndication thereof, these Assets are not as easily purchased or sold as publicly traded securities. There can be no assurance that future levels of supply and demand in loan trading will provide the degree of liquidity in loan trading which currently exists in the market. In addition, the terms of these Assets may restrict their transferability without borrower consent. Where the Sub-Fund invests in investments such as Mid-Market Direct Lending and Restructuring Debt, in addition to the aforementioned liquidity risks, the Sub-Fund may have difficulty in disposing of certain Assets because of the limited secondary market for such Assets.

The AIFM on behalf of the Fund will consider any such restriction, along with all other factors, in determining whether or not the Fund should acquire participation in each asset.

### **1.2.2 Bonds, Notes and Bills Risk**

Investments in fixed rate securities entail certain risks including adverse income fluctuation associated with general economic conditions affecting the fixed income securities market, as well as adverse interest rate changes and volatility of yields. When interest rates decline, the market value of the Sub-Fund's fixed rate securities can be expected to rise. Conversely, when interest rates rise, the market value of the Fund's fixed rate securities can be expected to decline.

Floating rate securities are popular when interest rates are expected to increase. Compared to fixed rate securities, floating rate securities protect investors against a rise in interest rates. This is because interest rates have an inverse relationship with fixed rate security prices, and the market price of a fixed rate security will drop if interest rates increase. Floating rate securities may also have unpredictable coupon payments, although the instrument may have a cap and/or a floor, which may allow an investor to know the maximum and/or minimum interest rate the security might pay.

Investments in fixed income securities are subject to the risk that the issuer could default on its obligations and the Sub-Fund could sustain losses on such investments. The Sub-Fund will seek to limit such risks, but the Sub-Fund may acquire securities with respect to which the issuer subsequently defaults

#### 1.2.3 Loans Risk – Senior Secured Loans and Senior Secured Notes Risk

Senior secured loans and senior secured note obligations are subject to unique risks including the possible invalidation of an investment as a fraudulent conveyance under relevant creditors' rights laws in which case the Sub-Fund may lose its rights in respect of the secured Assets or shares and may lose its priority status among the relevant issuer's creditors.

#### 1.2.4 Loans Risk – Unsecured Loans and Unsecured Notes Risk

Unsecured loans and unsecured notes carry a significant credit risk. In the event of default of the issuer, holders generally become unsecured creditors of the issuer and may not recover much, if any of their investment. The market value of unsecured loans and unsecured notes is likely to be more volatile than for secured loans and secured notes, and will generally fluctuate with, among other things, the credit rating and general financial condition of the issuer.

#### 1.2.5 Loans Risk – Junior Secured Loans and Notes Risk

Junior secured loans and junior secured notes are typically secured by the same Assets as senior secured loans and notes, but have a second (and sometimes third) priority pledge in the enforcement of this security. For this reason, second lien and mezzanine principal and interest is paid on enforcement only after the senior secured lenders have been repaid in full.

#### 1.2.6 Sub-Participations Risk

There may be instances where the Sub-Fund will invest indirectly by assuming the economic interests in a loan of another lender who remains the lender of record. In a sub-participation, there is no direct participation in rights and obligations inherent in the loan documentation, outside of the economic interest. Furthermore, there is additional credit exposure to consider from this indirect method of investing, namely that of the fronting or direct lender with whom the Sub-Fund has entered into a sub-participation agreement. In purchasing sub-participations, the Sub-Fund will generally not have the right to enforce compliance by the obligor with the terms of the applicable debt agreement nor directly benefit from the supporting collateral for the debt in respect of which it has purchased a sub-participation. As a result, the Sub-Fund will assume the credit risk of both the obligor and the entity selling the sub-participation.

#### 1.2.7 Custody of Assets Risk

To avail of the benefits of indemnities and covenants under the relevant loan documentation, the loans may be registered in the name of a subsidiary consistent with market practice.

This is not in accordance with normal depositary arrangements for other classes of securities where the securities would be registered in the name of the Depositary. While arrangements have been or will be put in place to reasonably ensure that the Depositary has effective control over the loan assets, there are attendant risks where the Depositary is not the legal owner of the loans, such as a failure to acquire proper title or improper disposal.

#### 1.2.8 Reliance on Loan Obligors' Risk

The AIFM will not have control over the activities of any company which has entered into a loan invested in by the Sub-Fund. Managers of companies in whose loans the Sub-Fund has invested may manage those companies in a manner not anticipated by the AIFM.

#### 1.2.9 Payment-in-Kind ("**PIK**") Risk

Borrowers and issuers may defer payment of current interest in cash, such that all or a part of the interest may be deferred or capitalised and added to principal. This interest structure postpones burdening a borrower or issuer with the full interest cost of such debt until the due date. To the extent that the Fund acquires Assets with a PIK element, the Sub-Fund will be exposed to the risk of deferred interest collections. PIK is in addition to cash interest and accrues period after period, thus increasing the underlying principal (i.e. compound interest). The PIK element would be due on maturity of the principal.

#### 1.2.10 Equity Risk

The Sub-Fund may hold equity and equity like interests in entities which will derive value from underlying Assets. Equity is subordinate to all other claims into an underlying investment and therefore can experience a low or zero recovery in the event of an insolvency or winding up of the underlying business or entity.

#### 1.2.11 Sub-Investment Grade Assets Risk

Sub-Investment Grade Assets carry greater credit and liquidity risk than investment grade Assets. The market value of the Assets will generally fluctuate with, among other things, general economic conditions, the condition of certain financial markets, domestic and international political events, developments or trends in any particular industry and the financial condition of the issuers of the loans or notes. From the perspective of the return on loans, as the loans are floating rate obligations, the exposure to changes in prevailing interest rates is a minimal risk. However, from the perspective of the ability of underlying borrower to service its interest burden, any increase in interest rates will increase its interest burden to the extent that such underlying borrower has not fully hedged its position.

The AIFM through its investment strategy will endeavour to avoid losses relating to defaults on the underlying Assets.

However, there is no assurance that such losses will be avoided. If any losses occur the value of the Shares could be adversely affected by such defaults. To the extent that a default occurs with respect to any loan and the Fund sells or otherwise disposes of its exposure to such loan, it is likely that the proceeds of such sale or disposition will be less than the unpaid principal and interest thereon. During periods of limited liquidity and higher price volatility, the Fund's ability to acquire or dispose of loans at a price and time that the Fund deems advantageous may be impaired. A decrease in the market value of the loans or notes would also adversely affect the value of the Shares.

#### 1.2.12 Concentration Risk

The Sub-Fund anticipates that it will be well diversified. However, in the event of a material demand for redemptions, the Sub-Fund could be forced to sell liquid positions resulting in an over-weighting in a small number of illiquid investments. In such circumstances, the aggregate return of the Sub-Fund may be substantially and adversely affected by the unfavourable performance of a single investment.

#### 1.2.13 Performance Risk as a Result of Subscription Monies

Settlement of subscription monies will be received by the Fund after the Dealing Day to which the subscriptions relate. Consequently, the Investment Manager will be unable to invest anticipated subscription monies on the Dealing Day itself and will be required to wait until the relevant subscription monies are actually received by the Fund on the Settlement Date. Notwithstanding this, to address this delay, the Investment Manager may after the relevant Dealing Day invest the anticipated subscription monies in advance of the forthcoming Settlement Date, provided that in doing so the Investment Manager will generally seek to ensure that the settlement period for any such investment concludes only after the relevant Settlement Date, or sufficient liquidity is otherwise available to settle investments. If the Investment Manager determines to wait for the relevant subscription monies to be received on the Settlement Date before making investments, the inability of the Sub-Fund to have investment exposure to investments due to such delayed settlement arrangements may have a short-term impact on the performance of the Sub-Fund.

#### 1.2.14 Sustainability Risks

It is intended that the Sub-fund will invest in assets which, at the time of investment are expected to improve environmental and/or social outcomes. During the duration of any asset what is considered to be an improved environmental and/or social outcome may change and there is a chance that an expected outcome does not materialise. The AIFM intends to mitigate this by intending to invest in diversified assets and by using ongoing analysis and engagement with relevant issuers.

Notwithstanding the foregoing, some markets and sectors will have a greater exposure to Sustainability Risks than others.

The following types of Sustainability Risks are likely to impact the return of the Sub-fund:

- (a) Environmental risks include, but are not limited to, the ability of companies to mitigate and adapt to climate change, the potential for higher carbon prices, exposure to increasing water scarcity and potential for higher water prices, waste management challenges, and impact on global and local ecosystems.
- (b) Social risks include, but are not limited to, product safety, supply chain management and labour standards, health and safety and 134 human rights, employee welfare, data & privacy concerns and increasing technological regulation.



- (c) Governance risks include, but are not limited to, board composition and effectiveness, management incentives, management quality and stakeholder alignment.
- (d) Private Fixed Income: Sustainability Risk could affect a borrowers' cashflow and affect their ability to meet their debt obligations. Sustainability Risk may also affect the credit quality of issuers.
- (e) High-Yield Bonds: The Company is exposed to the high-yield market, which may include debt securities of smaller companies, some of which may be privately owned, and may be less transparent in respect of environmental, social and governance and sustainability-related disclosures.
- (f) Currencies: Sustainability Risk could also affect the value of currencies.

The assessment of the potential impact of Sustainability Risks on the Sub-fund's return will therefore depend on the type of assets held by the Sub-fund.

In addition, the following specific risks from Part B.1.2 (Specific risk factors) will also apply to the Sub-Fund:

- 1.2.15 Insolvency or other Business Failures;
- 1.2.16 Lack of Operating History;
- 1.2.17 Reliance on Management of the Underlying Investments;
- 1.2.18 Investments in Emerging Markets;
- 1.2.19 Use of Credit Facilities;
- 1.2.20 Delay in Cash Realisations;
- 1.2.21 Third - Party Involvement;
- 1.2.22 Follow-on Funding;
- 1.2.23 Disposition of Investments;

- 1.2.24 Currency & exchange rate risk;
- 1.2.25 Credit Risk;
- 1.2.26 Non-Investment Grade instruments risk;
- 1.2.27 Illiquid, Long-Term Investment;
- 1.2.28 Stale Pricing;
- 1.2.29 Highly Competitive Market for Investment Opportunities;
- 1.2.30 Economic and Market Risk;
- 1.2.31 Sanctions, FCPA and Anti-Corruption;
- 1.2.32 Limitations on Liquidity;
- 1.2.33 Fraud;
- 1.2.34 Accounting, Reporting and Disclosure Standards;
- 1.2.35 Legal and regulatory risks relating to “Benchmarks”;
- 1.2.36 Currency Risk and Currency Hedging;
- 1.2.37 Risks related to Financial Derivative Instruments;
- 1.2.38 Collateral risk;
- 1.2.39 Collateral will not be reused;
- 1.2.40 Borrower misrepresentation risk;
- 1.2.41 Default Risks;
- 1.2.42 Risks of non-performing loans;

- 1.2.43 Control of Investments;
- 1.2.44 Subordination, cram-down and dilution;
- 1.2.45 Refinancing risk;
- 1.2.46 Loans secured on intangible Assets;
- 1.2.47 Tenor of debt instruments;
- 1.2.48 Time subordination.
- 1.2.49 Insufficient security

### 1.3 Definitions related to this Sub-Fund

Cut-Off Time	5pm CET
Dealing Day	The last Business Day of each month on which investors may subscribe for or redeem Shares at a price determined by reference to the Net Asset Value calculated as of the Valuation Day, as well as any other Business Day being designated by the Board of Directors as an additional subscription or redemption day, such a day becoming an additional and extraordinary Dealing Day and Valuation Day.
End of Life	The End of Life of the Sub-Fund.
Institutional Investors	means the investors as described in the 2010 Law and the implementing provisions.
Matching	means the offset the payment for the subscription price of Shares in the Sub-Fund by new investors with the reimbursement of Shares of a leaving Shareholder to be performed under the conditions set out in section 19 of this Supplement.
Matching Fee	a fee which the Fund shall charge upon Matching, up to 5% of the Net Asset Value of the Shares to be matched and calculated on the Dealing Day.
Medium Term	means the period (up to 5 years) in which the Sub-Fund aims to achieve the total return of Euribor +5-6% per annum.

Notice Period	means minimum of ninety (90) calendar days prior notice preceding the relevant Dealing Day or if such date is not a Business Day, the immediately preceding Business Day.
Redemption Request	means the redemption form duly completed by a Shareholder wishing to redeem in whole or in part, and submitted by the Cut-Off Time on the Redemption Request Day.
Redemption Request Day	means the day ninety (90) calendar days preceding the relevant Dealing Day, if such date is not a Business Day, the immediately preceding Business Day.
Retail Investor	means an investor who is not a Professional Investor provided that such Retail Investor is suitable for the Sub-Fund.
Share Class Hedging Charge	Means a charge from each Currency Hedged Share Class as payment for currency hedging services to that Share Class performed by the AIFM.
Sub-Investment Grade Assets	Means an asset with a public credit rating less than Baa3 from Moody's and/or less than BBB- from S&P and/or less than BBB- from Fitch or if no public credit rating is available, an internal credit rating by the AIFM equivalent to such public credit ratings or lower.
Valuation Day	The last Business Day of each month on which the Net Asset Value per Share is calculated or such other Business Day being designated as an exceptional Dealing Day / Valuation Day by the Board of Directors.

Valuation Point	means the last available closing prices of the relevant Valuation Day.
Wind-down Period	means the period during which the Sub-Fund will not reinvest proceeds received from the realization of Assets via repayment, prepayment, cancellation, sale or by any other means, except in money markets instruments, short-term bond funds, or equivalent.

## **LUXEMBOURG SPECIALIST INVESTMENT FUNDS (3) SICAV**

### **INFORMATION FOR INVESTORS IN SWITZERLAND**

#### **1. Swiss Representative, Swiss Paying Agent, place of performance and jurisdiction**

The offer and marketing of Shares in Switzerland will be exclusively made to, and directed at, qualified investors (the “Qualified Investors”), as defined in in Article 10(3) and (3ter) of the Swiss Collective Investment Schemes Act of 23 June 2006, as amended (“CISA”) and its implementing ordinance (the “Swiss Regulations”). Accordingly, the Fund and the following Sub-Fund as noted below have not been and will not be registered with the Swiss Financial Market Supervisory Authority (“FINMA”). This Prospectus and/or any other offering materials relating to the Shares may be made available in Switzerland solely to Qualified Investors.

#### **Fund**

Luxembourg Specialist Investment Funds (3) SICAV

#### **Sub-Fund**

M&G Corporate Credit Opportunities ELTIF

Swiss Representative: Société Générale, Paris, Zurich Branch, Talacker 50, P.O. Box 5070, 8021, Zurich, Switzerland (the “Swiss Representative”).

Swiss Paying Agent: Société Générale, Paris, Zurich Branch, Talacker 50, P.O. Box 5070, 8021, Zurich, Switzerland (the “Swiss Paying Agent”).

The Prospectus, the Fund’s Articles of Association as well as the latest Annual and Semi-Annual Reports may be obtained free of charge from the Swiss Representative.

In respect of the Shares offered in Switzerland, the place of performance is the registered office of the representative. The place of jurisdiction is at the registered office of the representative or at the registered office or place of residence of the investor.

Neither this Prospectus nor any other solicitation for investments in the Shares may be communicated or offered in Switzerland in any way that could constitute a public offering.

## 2. Payment of retrocessions and Rebates

### Retrocessions

The AIFM and its agents may pay retrocessions. Retrocessions are payments and other offsetting commissions paid by the AIFM and its agents to recognised third parties in respect of offers regarding Shares in Switzerland. The AIFM and its agents use such payments to compensate the relevant third party for all activities directly or indirectly intended to effect the purchase of Shares by an investor, e.g.:

- Making available fund documentation for potential investors by way of various means, initiatives and events;
- Support of applications;
- Transmission of subscription, exchange or redemption orders;
- Review of identification documents and execution of tasks in connection with due diligence as well as keeping documentation.

Retrocessions are not deemed to be rebates even if they are ultimately passed on, in full or in part, to the Investors.

Disclosure of the receipt of retrocessions is based on the applicable provisions of FinSA.

### Rebates

In case of distribution activity in Switzerland, the AIFM and its agents may, upon request, pay rebates directly to investors. The purpose of rebates is to reduce the fees or costs incurred by the investor in question.



Rebates are deemed to be direct payments by the AIFM and its agents to investors in respect of fees or costs charged to the Fund in order to reduce such fees or costs to the agreed amount.

The objective criteria for the granting of rebates defined by the AIFM of the foreign collective investment scheme apply.

Rebates shall be permissible under the following conditions: (i) If the AIFM pays these out of fees owed to the AIFM (i.e. they will not be additionally charged to the assets of the fund), (ii) if they are granted on the basis of objective criteria and (iii) if all investors are meeting the objective criteria and therefore requesting rebates, receive these uniformly within the same period and to the same extent.

The objective criteria according to which the AIFM grants rebates are:

- the category of the investor;
- the expected duration of the investment;
- the fees arising from the investment, in particular at the Fund, but also in other products of M&G;
- the expected service costs caused by the investor;
- the amount of the costs of third parties associated with the investment;
- existing investments of the investor in products of M&G;
- the total assets managed by the Fund at the time of the investment.

At the request of the investor, the AIFM and its agents must disclose the amounts of such rebates free of charge.

**SUPPLEMENT 2.**

<b>M&amp;G Global Private Equity Fund</b>	
<i>A sub-fund of an investment company with variable capital</i>  <i>(société d'investissement à capital variable – SICAV)</i>  <i>subject to part II of the law of 17 December 2010 relating to undertakings for collective investments</i>  (the “ <b>Sub-Fund</b> ”)	
Supplement 2 – Sub-Fund 2 – M&G Global Private Equity Fund  <b>PROSPECTUS SUPPLEMENT - # 2</b>	
<b>October 2025</b>	

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## 1. SUMMARY OF TERMS OF M&G GLOBAL PRIVATE EQUITY FUND (“SUB-FUND”)

*With respect to the Sub-Fund, the Supplement will be furnished to each prospective investor. The following statements shall be read in conjunction with the terms of the Prospectus and the Articles of Association. To the extent that any of the terms described herein are inconsistent with the terms of the Prospectus – General Section, the terms of the Supplement shall prevail. The Supplement should be reviewed carefully by prospective investors prior to making an investment in the Sub-Fund. Capitalised terms used and not otherwise defined herein shall have the meaning assigned to these terms in the Prospectus – General Section.*

### 1.1 Luxembourg Specialist Investment Funds (3) SICAV - M&G Global Private Equity Fund

<b>1. Launch date</b>	31 October 2025
<b>2. Sub-Fund Currency</b>	USD
<b>3. Specific Investment Policy and Restrictions</b>	<p><u>Investment Objective</u></p> <p>The investment objective of the Sub-Fund is to achieve an attractive total return (income and capital growth) over the medium to long term by investing as a feeder fund at least 85% of its net assets in Luxembourg Specialist Investment Funds (2) FCP – M&amp;G Private Equity Opportunities Fund, a sub-fund of Luxembourg Specialist Investment Funds (2) FCP (the “<b>Master Fund</b>”). The Sub-Fund may also invest up to 15% of its net assets in liquid assets.</p> <p>The Master Fund will invest across a broad range of private equity strategies including, but not limited to (i) buyout, (ii) growth, and (iii) venture capital.</p>

	<p>The Master Fund will primarily make investments in North America, Europe and the Asia-Pacific region invested across a broad range of industry sectors to build a diversified portfolio.</p> <p><u>Investment Policy</u></p> <p>Private equity is a common term for professionally managed investments in non-public and public companies through privately negotiated transactions in the form of equity, hybrid and debt instruments. Private equity covers a broad range of investment opportunities from start-up capital for companies trying to grow their business to management buyouts or leveraged buyouts of established companies and investments in companies that have special financing needs because they are in a transition or restructuring phase.</p> <p>The Master Fund shall obtain its exposure by investing in:</p> <ul style="list-style-type: none"> <li>- Primary Fund Investments;</li> <li>- Secondary Fund Investments;</li> <li>- Direct Investments;</li> <li>- Continuation Fund Investments;</li> <li>- Liquid assets in the form of listed and debt securities, held directly or indirectly, and other assets such as cash and money market funds.</li> </ul> <p><u>Investment Restrictions</u></p> <p>In accordance with the CSSF Circular 02/80, the Master Fund will not invest or commit:</p> <ul style="list-style-type: none"> <li>- more than 20% of its net asset value into a single Primary Fund Investment or Secondary Fund Investment at the time such investment is made.</li> </ul>
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	<p>Such investment restrictions are subject to article 91 (3) of the 2010 Law.</p> <p>Notwithstanding the foregoing, the Master Fund may implement its investment objective and policy directly or indirectly through investment in one or several special purpose vehicles or funds managed by the Investment Manager, any of its affiliates or third parties or special purpose vehicles owned and controlled by the Master Fund or by the Master Fund and other entities managed by the Investment Manager. Such vehicles and funds shall not count as a single issuer for purposes of the foregoing 20% limit nor any other diversification rules, except where required by the 2010 Law and the CSSF Circular 02/80. If applicable and required under applicable law, the restrictions prescribed herein shall be measured with respect to the Master Fund on a look-through basis as well as at the level of the special purpose vehicles or funds for each investment made through such special purpose vehicle or fund.</p> <p><u>Investment Guidelines</u></p> <p>The Master Fund will target no more than:</p> <ul style="list-style-type: none"> <li>- 25% of its net asset value to a single sponsor.</li> <li>- 25% of its net asset value into liquid assets at the time such investment is made.</li> <li>- 30% of its net asset value in Secondary Fund Investments.</li> <li>- 10% of its net asset value into a single Direct Investment at the time such investment is made.</li> <li>- in relation to portfolio companies, no more than: <ul style="list-style-type: none"> <li>- 15% of its net asset value in non-private equity investments, including, but not limited to, distressed debt, mezzanine, other debt-focused investments and real asset investments (e.g. infrastructure and energy).</li> <li>- 50% of its net asset value in non-buyout funds, deals or co-</li> </ul> </li> </ul>
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	<p>investments (i.e. growth and venture capital) (on a look-through basis).</p> <ul style="list-style-type: none"> <li>- 70% of its net asset value in North America.</li> <li>- 50% of its net asset value in Europe and the United Kingdom.</li> <li>- 40% of its net asset value in the developed Asia-Pacific region.</li> <li>- 20% of its net asset value in non-OECD countries.</li> <li>- 50% of its net asset value in those whose operations would be classified under a single Global Industry Classification Standard (GICS) sector (on a look-through basis).</li> </ul> <p>The Master Fund does not make use of a “benchmark” as defined in the Benchmark Regulation.</p> <p>Notwithstanding the above and to the fullest extent permitted by applicable laws and regulations, any other investment guidelines, requirements and/or restrictions applicable to the Sub-Fund will only be applicable after a period of 12 months after the date on which the Sub-Fund has been authorised by the CSSF.</p>
<b>4. Investment Techniques</b>	<p>As the purpose of the Sub-Fund is to invest as a feeder fund into the Master Fund, no active portfolio management is carried out at the level of the Sub-Fund. The Investment Manager shall manage the Master Fund’s investments as it considers most efficient and adequate for achieving the Master Fund’s investment objective, assessing the potential risks of every investment and managing the Master Fund in accordance with the investment policies and restrictions set out in the Master Fund’s Supplement. The investments may be acquired either directly or through interests or participations in or exposures to companies, trusts, co-investments, LPs, intermediate or SPVs, other technical structures, or other arrangements or interests such as options or other contracts. Such entities or interests may be wholly-owned by the Master Fund, or the Master Fund may be one of a number of investors in such entities.</p>

	<p>In addition, the Master Fund may originate and/or acquire an investment together with one or more co-investors, including in circumstances where one or more of the co-investors are: (i) directors, shareholders, officers, employees, agents and associates of the Investment Manager, (ii) investment funds in relation to which the Investment Manager or an Affiliate of the Investment Manager is the manager or adviser (or similar), (iii) other customers of the Investment Manager or an Affiliate of the Investment Manager, and/or (iv) third parties. In such circumstances, the size of the investment opportunity available to the Master Fund may be less than it would otherwise have been had it invested directly.</p> <p>The Sub-Fund will utilise liquid assets, held directly or indirectly, in conjunction with its Borrowing Facility to manage the availability of capital needed to meet the Sub-Fund costs and expenses, alongside net flows from Shareholders. The intention is to keep liquid assets at a minimum where possible.</p> <p>For the avoidance of doubt, any references in this Supplement to portfolio management with respect to the Sub-Fund shall be read and construed as portfolio management at the level of the Master Fund, unless the context otherwise requires.</p>									
<b>5. Costs</b>		Class AI	Class BI	Class WI	Class W	Class P	Class Z	Class EI	Class FI	Class LI
	Charges at the point of subscription not taken from the Sub-Fund									
	Subscription Fee (1)	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%	0.0%	0.0%
	Charges taken from the Sub-Fund over a year									
	Distribution costs	0.0%	0.0%	0.03 %	0.03 %	0.03%	0.0%	0.00%	0.00%	0.03 %



	Management fees	1.10 %	0.90 %	1.20 %	1.20 %	up to 2.30%	0.0%	0,95%	0,75%	1.05 %
	Administration charge (maximum annual rate)	0.15 %	0.15 %	0.15 %	0.15 %	0.15%	0.15 %	0.15%	0.15%	0.15 %
	Taxe d'abonnement (2)	0.01 %	0.01 %	0.01 %	0.05 %	0.05%	0.05 %	0.01%	0.01%	0.01 %
	Charges taken from the Sub-Fund under specific conditions									
	Performance fees(3)	None	None	None	None	None	None	None	None	None
	Anti-dilution levy(4)	None	None	None	None	None	None	None	None	None
	<p>(1) Subscription Fee</p> <p>Distributors are permitted to directly take a Subscription Fee at the point of subscription of Shares, up to the maximum percentage rate disclosed in this Sub-Fund Supplement and will be based on the value of the relevant subscription. As the percentage rate disclosed is a maximum figure, in some cases, the Subscription Fee may be less. The Subscription Fee is not payable from the assets of the Sub-Fund and does not affect the NAV per Share. The AIFM does not levy or receive any Subscription Fee on this Sub-Fund.</p> <p>(2) Taxe d'abonnement</p>									

	<p>To the extent the Sub-Fund invests in the Master Fund or Luxembourg UCITS or other UCIs which in turn are subject to the annual subscription tax (<i>taxe d'abonnement</i>) provided for by the 2010 Law, no annual subscription tax (<i>taxe d'abonnement</i>) is due from the Sub-Fund on the portion of assets invested therein.</p> <p>(3) Performance fees</p> <p>The Master Fund may charge a performance based profit distribution or “carried interest” which will have to be borne on a pro rata basis by the Sub-Fund in its capacity as an investor in the Master Fund (together with the on-going operational expenses of the Master Fund) and as a consequence, the net assets of the Sub-Fund will be affected.</p> <p>(4) Anti-dilution levy at Master Fund</p> <p>To the extent that the management company of the Master Fund considers that it is in the best interest of the Master Fund, given the prevailing market conditions and the level of subscriptions or redemptions requested by investors in relation to the size of the Master Fund, an extra charge may be levied by the management company of the Master Fund on investors subscribing or redeeming units, including the Sub-Fund in its capacity as an investor in the Master Fund, to account for the aggregate costs of buying and/or selling underlying investments related to such subscriptions or redemptions. As a consequence of the application of the anti-dilution levy at the Master Fund, the NAV per Share of the Sub-Fund may be affected.</p> <p>.</p>
<b>6. Investor profile</b>	<p>The Sub-Fund is intended:</p> <ul style="list-style-type: none"> <li>i. for investors seeking exposure to private equity;</li> <li>ii. as a longer term investment of at least five (5) years;</li> <li>iii. for investors who do not require immediate access to liquidity;</li> </ul>

	<p>iv. for professional investors, qualifying as Eligible Investors.</p> <p>Investors should consider their own circumstances and seek additional advice from their financial adviser or other professional adviser on their risk tolerance and investment horizon before investing in the Sub-Fund.</p>
<b>7. Transfer of Shares</b>	<p>Shareholders may transfer their Shares to third parties who meet the investment eligibility criteria of the Sub-Fund.</p> <p>The transferor who wishes to transfer the Shares has to provide evidence of the eligibility of the transferee.</p> <p>The Board of Directors may refuse a transfer of Shares where a transferee does not satisfy the definition of an Eligible Investor.</p>
<b>8. Conversion</b>	<p>A Conversion Fee may apply as set out in the Prospectus.</p>
<b>9. Leverage, borrowing and hedging policy</b>	<p>The maximum level of leverage which the AIFM is entitled to employ on behalf of the Sub-Fund should not exceed 150% of the Net Asset Value based on the commitment method and 250% based on the gross method.</p> <p>The actual level of leverage used will be disclosed in the Annual Report.</p> <p>The Sub-Fund may enter into foreign exchange and/or currency transactions for the specific purpose of hedging Share Classes designated in a currency other than the Sub-Fund Currency to mitigate adverse exchange rate fluctuations between the Sub-Fund Currency and the Reference Currency of the Share Class (but so that no omission to hedge or otherwise enter into arrangements to cover the risk of losses as a result of exchange or interest rate movements shall constitute a breach of duty).</p> <p>The Sub-Fund may use derivatives for efficient portfolio management and hedging only.</p> <p>The Sub-Fund may borrow on a temporary basis subject to a maximum permitted level of 10% of the Sub-Fund's Net Asset Value (the "<b>Borrowing Facility</b>"). Such</p>

	<p>borrowing may be for any purpose, but is most likely to arise due to:</p> <ul style="list-style-type: none"> <li>i. payment of expenses; or</li> <li>ii. funding of redemption requests or otherwise meeting liquidity needs caused by redemptions.</li> </ul> <p>Borrowing may be secured on the assets of the Sub-Fund.</p> <p>Collateral arrangements with respect to derivatives, are not deemed to constitute “borrowings” for the purpose of this section.</p>
<b>10.SFTR</b>	<p>The Sub-Fund may not make use of securities or commodities or margin lending and/or securities or commodities borrowing transactions, repurchase agreements, sell-buy back transaction, buy-sell back transactions, total return swaps. For the avoidance of doubt, the SFTR is therefore not applicable to the Sub-Fund.</p> <p>In case that the Sub-Fund should in the future directly make use of any of such transactions, the Prospectus shall be amended accordingly and the required information will be provided to the Shareholders.</p>
<b>11.Valuation and dealing</b>	<p>The last Business Day of each calendar month is a Valuation Day or such other Business Day designated by the Board of Directors as an additional Subscription / Redemption Dealing Day. The Net Asset Value per Share will be calculated as of close of business on each Valuation Day. With respect to this Sub-Fund, a Business Day is any day which is defined as a Business Day in the Prospectus.</p> <p><i>Subscription Dealing Day</i></p> <p>The last Business Day of each calendar month is a Subscription Dealing Day as well as any Business Day being designated by the Board of Directors as an additional subscription day, such day becoming an additional and extraordinary Subscription Dealing Day and Valuation Day.</p> <p><i>Redemption Dealing Day</i></p> <p>The last Business Day of March, June, September and December as well as any Business Day being designated by the Board of Directors as an additional</p>

	redemption day, such day becoming an additional and extraordinary Redemption Dealing Day and Valuation Day.
<b>12.Tolerance threshold in case of NAV calculation errors</b>	The tolerance threshold in case of NAV calculation errors applicable to the Sub-Fund under CSSF Circular 24/856, is one percent (1%).
<b>13.Subscriptions and Subscription Settlement Period</b>	<p>Subscriptions must be received by 5pm Luxembourg time, 10 Business Days preceding the relevant Subscription Dealing Day.</p> <p>The Subscription Price, being the Net Asset Value calculated in the Reference Currency of the Share Class, shall be published on the 18<sup>th</sup> Business Day after the relevant Subscription Dealing Day. Payment for subscriptions must be made within 2 Business Days of the Net Asset Value being published.</p> <p>Subscription monies need to be paid in full and in the Reference Currency of the Share Class.</p> <p>In the event that subscription monies (plus any applicable bank or other charges) from an applicant are not received in full by the Fund by the Settlement Date (each such applicant a “<b>Defaulting Applicant</b>”), the Fund reserves the right to: (i) cancel (in whole or part) the previously accepted subscription application of the Defaulting Applicant; (ii) to the extent that any Shares in relation to the prior Subscription Dealing Day have been issued, cancel any Shares issued to the Defaulting Applicant in respect of such application, in which case no cancellation proceeds (if any) shall be paid to the Defaulting Applicant; and (iii) take any such other action that the Fund considers reasonably necessary to reverse the effect of such cancellation under (i) and (ii) in respect of any Defaulting Applicant.</p>
<b>14.Subscription Limit</b>	<p>There is a subscription limit at Master Fund level which may impact the subscriptions that can be accepted into the Sub-fund. Further details are set out below.</p> <p>Master Fund subscriptions are subject to a maximum in any one annual period</p>

	<p>totalling 10% of NAV (or such higher amounts as the management company of the Master Fund may reasonably determine) to avoid dilution to existing investors, being calculated as the sum of the monthly subscription percentages for the preceding 11 monthly periods and the current month (and any additional subscription day during that annual period as may be determined by the management company of the Master Fund in their absolute discretion). In such circumstances, the management company may decide that all or part of the application(s) for units in the Master Fund in excess of 10% of NAV be deferred until the next subscription day. If the management company decide to defer all or part of the application(s) in excess of 10% of NAV the Sub-Fund shall be informed prior to the deferral taking place and will have the option to cancel any deferred subscription. The Sub-Fund will then notify the Shareholders accordingly.</p>
<b>15.Subscription Fee</b>	<p>The Sub-Fund will not charge any Subscription Fee.</p>
<b>16.Redemptions</b>	<p>Redemptions must be received by 5pm Luxembourg time 91 calendar days prior to the relevant Redemption Dealing Day, i.e. on the Redemption Request Day.</p> <p>The Redemption Price, being the Net Asset Value calculated in the Reference Currency of the Share Class, shall be published on the 18<sup>th</sup> Business Day after the relevant Redemption Dealing Day. Redemption proceeds will be paid within 2 Business Days of the Net Asset Value being published, unless a later date is determined by the Board of Directors in accordance with the Prospectus.</p> <p>There are redemption limits at Master Fund level which may impact the redemptions that can be accepted and processed by the Sub-fund. Further details are set out below.</p> <p>If, in relation to any redemption day, the aggregate of all redemption requests would be in excess of 5% of the Master Fund NAV as calculated at the last valuation point prior to the redemption day, then the management company of the Master Fund may in its absolute discretion limit redemptions from the Master Fund by reducing each redeeming shareholders redemption amount pro rata.</p>

	<p>If a Master Fund redemption limit is imposed on any given redemption day and, as a result, a redemption request made by the Sub-fund as an investor in the Master Fund is reduced, then the corresponding redemption requests by Shareholders in the Sub-fund will be reduced pro rata. The amount of any reduction to a redemption request as a result of the operation of the above limit will be deferred until the next redemption day. Such deferred redemptions shall be aggregated and met on a pro rata basis with any new redemption requests received in respect of any subsequent redemption day.</p> <p>Any investor affected by the redemption limit will be notified at least1 Business Day prior to the Redemption Day.</p> <p>The Master Fund may invoke a limited dealing procedure which could limit redemptions to once per year. The Sub-Fund will be notified within 30 days of the decision to invoke such limited dealing procedure by the Master Fund and will then notify Shareholders accordingly.</p>										
17. Redemption Fee	The Sub-Fund will not charge any Redemption Fee.										
18. Investment Manager	M&G Investment Management Limited										
19. Share Classes	<p>Within the Sub-Fund, the Board of Directors may create and issue Share Classes that are subject to different terms, including but not limited to, different investor eligibility requirements. There will be only accumulating Share Classes.</p> <p>The following Share Classes are available:</p> <table><tr><th>Class</th><th>Eligible Investors</th><th>Initial Offer Price</th><th>Minimum Initial Investments</th><th>Minimum Holding Amount</th></tr><tr><td>AI</td><td>Institutional Investor</td><td>USD 100</td><td>USD 1,000,000</td><td>USD 1,000,000</td></tr></table>	Class	Eligible Investors	Initial Offer Price	Minimum Initial Investments	Minimum Holding Amount	AI	Institutional Investor	USD 100	USD 1,000,000	USD 1,000,000
Class	Eligible Investors	Initial Offer Price	Minimum Initial Investments	Minimum Holding Amount							
AI	Institutional Investor	USD 100	USD 1,000,000	USD 1,000,000							

	BI	Institutional Investor	USD 100	USD 50,000,000	USD 50,000,000
	WI	Institutional Investor	USD 100	USD 500,000	USD 500,000
	W	<ul style="list-style-type: none"> <li>Eligible Counterparties, within the meaning of article 30 of MiFID, investing for their own account.</li> <li>Other collective investment schemes.</li> <li>Distributors, platforms and other intermediaries who operate fee based arrangements with their clients to provide advisory or discretionary portfolio management services and do not receive any fee rebates from the AIFM. For these clients a minimum subscription of USD 25,000 applies.</li> <li>Companies which the AIFM deems to be associate companies and other investors which have an agreement with the AIFM.</li> </ul>	USD 100	USD 500,000	USD 500,000
	P	Distributors, platforms and other intermediaries who meet the eligibility and minimum investment criteria.	USD 100	USD 25,000	USD 25,000
	Z	Investment Manager and its Affiliates.	USD 100	USD 500,000	USD 500,000
	EI	Institutional Investor who: <ul style="list-style-type: none"> <li>(i) are approved by the AIFM; and</li> <li>(ii) meet the minimum investment criteria.</li> </ul>	USD 100	USD 1,000,000	USD 1,000,000



		<p>EI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can continue to invest in this Share Class after the offering period has passed.</p>				
	FI	Institutional Investor	USD 100	USD 50,000,000	USD 50,000,000	
	LI	<p>Distributors who do not receive any fee rebates from the AIFM via platforms and:</p> <p>(i) are approved by the AIFM; and</p> <p>(iii) meet the minimum investment criteria.</p> <p>LI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can continue to invest in this Share Class after the offering period has passed.</p>	USD 100	USD 20,000,000	USD 20,000,000	
<p>Each Share Class, where available, may be offered in the relevant Sub-Fund Currency, or may be denominated in any other currency. Share Classes may be available in the following currencies: EUR, GBP, USD, JPY and CHF or any such other currency as the AIFM or Board of Directors may decide to issue. For any GBP, EUR or CHF Share Classes offered, the initial offer price, the minimum initial investment and the minimum holding amount (as indicated in the table above) will be the same as the stated USD amounts. For any JPY share classes, the initial offer price will be JPY 10,000 and the minimum initial investment and the minimum holding amount will be the JPY amount equal to 150 times the stated USD amounts.</p> <p>New subscribers can access the Class EI, FI and LI Shares until such time as the aggregate gross subscriptions received into these Share Classes and the Class</p>						

	<p>EI, FI and LI Units in the Master Fund exceeds \$200m. After such time, Class EI, FI and LI Shares will be closed to new subscribers. For the avoidance of doubt, existing investors will continue to have the right to make further subscriptions into the Class EI, FI and LI Shares.</p> <p>The Board of Directors and / or the AIFM may reduce or waive the minimum initial investment and / or the minimum holding amount and / or vary the availability of shares terms in its sole discretion.</p>
<b>20.Distribution policy</b>	<p><b><u>Available Share Classes</u></b></p> <p>Accumulating Share Classes (AI, BI, WI, P, W, Z, EI, FI, LI).</p>
<b>21.Duration</b>	The Sub-Fund will have an unlimited term.
<b>22.Dilution mechanism</b>	Swing pricing will be applied. Terms are set out in 3.6 (Dilution mechanism) of the Prospectus.
<b>23.Complaints and local facilities</b>	<p>Complaints by a Shareholder in connection with its investment in the Sub-Fund shall be addressed to such Shareholder's Distributor/Sub-Distributor, with a copy to the Administrator.</p> <p>If a Shareholder does not have a Distributor/Sub-Distributor, the complaint should be addressed in writing to the AIFM using the following contact details:</p> <p>M&amp;G Luxembourg S.A.  16, boulevard Royal  L-2449 Luxembourg  Grand Duchy of Luxembourg  Telephone number: <a href="tel:+352267054">+352 26 70 54</a> // Email address: <a href="mailto:GOCS@mandg.com">GOCS@mandg.com</a></p>

## **1.2 Risk Factors related to an investment in this Sub-Fund**

The risks set out in the Part B.1.1 (General risk factors) apply to all Sub-Funds set up under the umbrella structure of the Fund. In addition, the following specific risks will also apply to the Sub-Fund (indirectly through the Master Fund)

### **1.2.1 Investments in Unquoted Companies**

Investments in unquoted companies are intrinsically riskier than in quoted companies as the unquoted companies may be smaller, more vulnerable to changes in technology and/or the general economic, geographic or market conditions, and may be more dependent on the skills and commitment of a small management team.

Investments in unquoted companies can be difficult to realise and are typically illiquid. Investors may not be able to realise such holdings or protect their minority interests effectively if placed in such circumstances.

Unquoted investments can take several years to mature - accordingly, while long-term performance of the Master Fund and, as a result the Sub-Fund, may be satisfactory, performance in the early years may be poor.

### **1.2.2 Additional Expense Layer**

Each Underlying Fund in which the Master Fund invests incurs organisational, tax, legal, accounting, investment, brokerage, custodial, interest and other expenses. In addition, each such Underlying Fund will charge the Master Fund management fees.

These costs, fees and incentive fees/carried interest may differ for various Underlying Funds. Such fees and expenses will result in higher costs of an investment and will reduce the overall return on an investor's investment in the Sub-Fund.

### **1.2.3 Reliance on Underlying Fund Managers**

The returns achieved by the Sub-Fund will depend in large part on the efforts and performance results obtained by the fund managers of the Underlying Funds in which the Master Fund invests. Although the Investment Manager undertakes diligence efforts with respect to both such fund managers and Underlying Funds, the AIFM or the Investment Manager may not have an active role in the day-to-day

management of the Underlying Funds in which the Master Fund invests. It will have no right or power to participate in the management or control of such Underlying Funds. There can be no assurance that the investments of the Master Fund will perform as anticipated or provide acceptable returns to the Master Fund and consequently to the Sub-Fund.

#### 1.2.4 Availability of Debt Financing to the Underlying Funds

Underlying investments in the Underlying Funds may involve the use of debt financing. If the Underlying Funds are unable to generate sufficient cash flow to service such debt, they may become subject to contractual or other remedies available to the lending institutions, which could include bankruptcy and significant or total loss of equity capital in such investments. Additionally, the availability of sufficient sources of debt capital upon attractive terms is likely to be an important factor in maximising the equity growth of the Underlying Funds. This availability will, in turn, be dependent upon general economic conditions, the condition of the relevant industry, the condition of the financial services industry, and a variety of other factors beyond the control of the Master Fund and managers of the Underlying Funds.

#### 1.2.5 Repayment of Certain Distributions

Under certain circumstances, the Underlying Funds have an obligation to repay a certain amount of cash previously distributed to the Master Fund, e.g. where the Underlying Fund has an obligation to repay received purchase prices of assets to sellers due to guaranty claims or in case of unexpected tax payments, which may impact the Master Fund's and consequently the Sub-Fund's performance.

#### 1.2.6 Control Positions

The Master Fund may acquire a significant ownership position and possibly control of the Underlying Funds and thus seek to exercise significant influence and control in connection with its investments. This could expose the Master Fund to risk of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability, including, in the case of debt investments, lender liability. The amount of any such liabilities may not be limited to the Master Fund's investment in the Underlying Fund, and the Master Fund might suffer a significant loss as a result of such liabilities.

Alternatively, the Master Fund may not acquire a direct majority stake in an Underlying Fund, and the Master Fund may not be in a position to exercise a high level of influence upon an Underlying Fund. As an investor, the Master Fund is limited in the amount of influence that may be imposed upon any Underlying Fund. If the Master Fund was deemed to exert influence beyond what is allowed by an

investor in an Underlying Fund, the Master Fund may lose the benefit of any limited liability it might otherwise enjoy.

#### 1.2.7 Investments in Joint Ventures and Other Entities

The Master Fund may make investments through joint ventures or other entities. Such investments may involve risks not present in direct investments including, for example, the possibility that a co-venturer might become bankrupt, or may at any time have economic or business interests or goals which are inconsistent with those of the Master, or that any such co-venturer or partner may be in a position to take action contrary to the Master Fund's objectives. Furthermore, if such co-venturer or partner defaults on its funding obligations, it may be difficult for the Master Fund to make up the shortfall from other sources. Any default by such co-venturer or partner could have an extremely deleterious effect on the Master Fund, its assets and the interests of the investors. In addition, the Master Fund may be liable for actions of its co-venturers or partners.

#### 1.2.8 Complex Transactions and Access to Fund Managers

The acquisition of existing interests in funds is complex and the interests are subject to legal and contractual restrictions on transfer. The transactions involve various legal and tax structuring issues and may consist of the purchase and sale of usually several assets. There is no assurance that the structure of any investment will be tax efficient for the Master Fund or that any particular tax result will be achieved.

Further, the business of identifying and purchasing investments of the types contemplated by the Master Fund is competitive and involves a high degree of uncertainty. The most suitable structure from a seller's perspective may not in all instances correspond to the most appropriate structure for the Master Fund. The Investment Manager expects to encounter intense competition from individual, institutional and other fund of funds managers for access to fund managers who the market believes are best able to deliver superior investment returns to investors and/or fund managers who may be in a position to better accommodate a seller's structuring requests. The Master Fund may be unable to find a sufficient number of attractive investment opportunities to meet its investment objectives and therefore there is no assurance that the Master Fund will succeed in sourcing investment opportunities that meet the Master Fund's investment criteria and, even if successful, that those funds and fund managers will produce competitive returns or returns which reflect their historical performance. The Master Fund will not have the opportunity to evaluate the business, financial and other information which will be used by the Investment Manager in its analysis, selection and monitoring of investments for the Master Fund.

### 1.2.9 Contingent Liabilities associated with Secondary Investments

In the cases where the Master Fund acquires an interest in a fund through a secondary transaction, the Master Fund may acquire contingent liabilities of the seller of the interest. More specifically, where the seller has received distributions from the relevant fund and, subsequently, that fund recalls one or more of these distributions, the Master Fund (as the purchaser of the interest to which such distributions are attributable and not the seller) may be obligated to return the monies equivalent to such distribution to the fund. While the Master Fund may, in turn, in certain circumstances, make a contractual claim against the seller for any such monies so paid to the fund, there can be no assurances that the Master Fund would prevail on such claim or that the Master Fund will have the contractual right to make such claim.

### 1.2.10 Nature of Secondary Investments

The Master Fund intends to acquire secondary interests in existing funds primarily from existing investors in such funds (and not from the issuers of such investments). Because the Master Fund will not be acquiring such interests directly from the issuers, it is generally not expected that the Master Fund will have the opportunity to negotiate the terms of the interests being acquired or other special rights or privileges. There can be no assurance as to the number of investment opportunities that will be presented to the Master Fund. In addition, valuation of such fund interests may be difficult, as there generally will be no established market for such investments or for the privately-held assets in which such funds may own securities. Moreover, the purchase price of interests in such funds will be subject to negotiation with the sellers of the interests and there is no assurance that the Master Fund will be able to purchase interests at attractive discounts to net asset value, or at all. The overall performance of the Master Fund will depend in large part on the acquisition price paid by the Master Fund for its secondary interests, the structure of such acquisitions and the overall success of the underlying private equity fund.

### 1.2.11 Pooled Secondary Investments

The Master Fund may have the opportunity to acquire a portfolio of private fund interests from a seller on an “all or nothing” basis. In some such cases, certain of the private fund interests may be less attractive than others, and certain of the investment managers managing such funds may be more familiar to the Master Fund than others or may be more experienced or highly regarded than others. In such cases, it may not be possible for the Master Fund to carve out from such purchases those investments which the AIFM or the Investment Manager consider (for commercial, tax legal or other reasons) less attractive.

In addition, the following specific risks from Part B.1.2 (Specific risk factors) will also apply to the Sub-Fund (indirectly through the Master Fund):

- 1.2.12 Insolvency or other Business Failures;
- 1.2.13 Lack of Operating History;
- 1.2.14 Reliance on Management of the Underlying Investments;
- 1.2.15 Investments in Emerging Markets;
- 1.2.16 Use of Credit Facilities;
- 1.2.17 Delay in Cash Realisations;
- 1.2.18 Third - Party Involvement;
- 1.2.19 Follow-on Funding;
- 1.2.20 Disposition of Investments;
- 1.2.21 Illiquid, Long-Term Investment;
- 1.2.22 Highly Competitive Market for Investment Opportunities;
- 1.2.23 Economic and Market Risk;
- 1.2.24 Sanctions, FCPA and Anti-Corruption;
- 1.2.25 Limitations on Liquidity;
- 1.2.26 Fraud;
- 1.2.27 Accounting, Reporting and Disclosure Standards;
- 1.2.28 Currency Risk and Currency Hedging;

1.2.29 Risks related to Financial Derivative Instruments;

1.2.30 Collateral risk;



### 1.3 Definitions related to this Sub-Fund

Borrowing Facility	A temporary facility subject to the maximum permitted level of 10% of the Sub-Fund's Net Asset Value which shall be used to manage the availability of capital needed to meet the Sub-Fund costs and expenses, alongside net flows from Shareholders.
Continuation Fund Investments	Means investments in other collective investment schemes or LPs (or other structures which in the reasonable opinion of the management company should be designated as such) formed for the purpose of acquiring one or more assets from a prior fund by the same management company or general partner.
Cut-Off Time	5pm CET.
Direct Investments	Mean either equity or debt investments or revenue agreements made by the Master Fund, or on a co-investment basis with other institutional investors, typically alongside a collective investment scheme or LP (directly or indirectly through an SPV) into one or more operating companies, projects or properties.
Institutional Investors	means the investors as described in the 2010 Law and the implementing provisions.
LPs	Means limited partnerships.
Primary Fund Investments	Means investments in other collective investment schemes or LPs made during the fundraising period for such collective investment schemes or LPs.

Redemption Dealing Day	The last Business Day of March, June, September and December as well as any other Business Day being designated by the Board of Directors as an additional redemption day, such a day becoming an additional and extraordinary Redemption Dealing Day and Valuation Day, on which investors may redeem Shares at a price determined by reference to the Net Asset Value calculated as of that Valuation Day.
Redemption Request	Means the redemption form duly completed by a Shareholder wishing to redeem in whole or in part, and submitted by the Cut-Off Time on the Redemption Request Day.
Redemption Request Day	means the ninety-one (91) calendar days preceding the relevant Redemption Dealing Day, if such date is not a Business Day, the immediately preceding Business Day.
Secondary Fund Investments	Means investments in other collective investment schemes or LPs (or other structures which in the reasonable opinion of the management company should be designated as such) through acquiring an existing interest from another investor.
Subscription Dealing Day	The last Business Day of each calendar month as well as any other Business Day being designated by the Board of Directors as an additional subscription day, such a day becoming an additional and extraordinary Subscription Dealing Day and Valuation Day, on which investors may subscribe for Shares at a price determined by reference to the Net Asset Value calculated as of that Valuation Day.
SPV	Means special purpose vehicle.

Underlying Funds	Any collective investment scheme or other legal structure into which a Sub-Fund (indirectly through the Master Fund) invests in order to gain exposure to investments.
Valuation Day	The last Business Day of each month on which the Net Asset Value per Share is calculated or such other Business Day being designated as an exceptional Subscription / Redemption Dealing Day / Valuation Day by the Board of Directors.

**SUPPLEMENT 3.**

<b>M&amp;G Global Infrastructure &amp; Real Assets Fund</b>	
<i>A sub-fund of an investment company with variable capital</i>  <i>(société d'investissement à capital variable – SICAV)</i>  <i>subject to part II of the law of 17 December 2010 relating to undertakings for collective investments</i>  (the “ <b>Sub-Fund</b> ”)	
Supplement 3 – Sub-Fund 3 – M&G Global Infrastructure & Real Assets Fund  <b>PROSPECTUS SUPPLEMENT - # 3</b>	
<b>October 2025</b>	

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1. **SUMMARY OF TERMS OF M&G GLOBAL INFRASTRUCTURE & REAL ASSETS FUND (“SUB-FUND”)**

*With respect to the Sub-Fund, the Supplement will be furnished to each prospective investor. The following statements shall be read in conjunction with the terms of the Prospectus and the Articles of Association. To the extent that any of the terms described herein are inconsistent with the terms of the Prospectus – General Section, the terms of the Supplement shall prevail. The Supplement should be reviewed carefully by prospective investors prior to making an investment in the Sub-Fund. Capitalised terms used and not otherwise defined herein shall have the meaning assigned to these terms in the Prospectus – General Section.*

1.1 **Luxembourg Specialist Investment Funds (3) SICAV - M&G Global Infrastructure & Real Assets Fund**

<b>1. Launch date</b>	31 October 2025
<b>2. Sub-Fund Currency</b>	USD
<b>3. Specific Investment Policy and Restrictions</b>	<p><u>Investment Objective</u></p> <p>The investment objective of the Sub-Fund is to achieve attractive risk-adjusted returns and to seek to produce long-term capital appreciation and income generation by investing as a feeder fund at least 85% of its net assets in Luxembourg Specialist Investment Funds (2) FCP – M&amp;G Real Assets Fund, a sub-fund of Luxembourg Specialist Investment Funds (2) FCP (the “<b>Master Fund</b>”). The Sub-Fund may also invest up to 15% of its net assets in liquid assets.</p> <p>The Master Fund will primarily invest in:</p> <ul style="list-style-type: none"> <li>- infrastructure (including but not limited to investments focused in the sectors of transportation, energy, utilities, digital, industrial and social infrastructure);</li> <li>- agriculture (including but not limited to investments associated with agricultural land and related activities (including processing and</li> </ul>

	<p>distribution) and other food production assets (e.g. greenhouses, protein production facilities etc.);</p> <ul style="list-style-type: none"> <li>- natural capital (including but not limited to investments associated with land or marine based assets being adapted to improve biodiversity outcomes and carbon sequestration)</li> </ul> <p>(collectively “<b>Real Assets</b>”).</p> <p>The Master Fund will invest globally across a broad range of Real Assets strategies to build a diversified portfolio.</p> <p><u>Investment Policy</u></p> <p>The Master Fund shall obtain its exposure by investing in:</p> <ul style="list-style-type: none"> <li>- Primary Fund Investments;</li> <li>- Secondary Fund Investments;</li> <li>- Direct Investments;</li> <li>- Continuation Fund Investments;</li> <li>- Liquid assets in the form of listed and debt securities, held directly or indirectly, and other assets such as cash and money market funds.</li> </ul> <p><u>Investment Restrictions</u></p> <p>In accordance with the CSSF Circular 02/80, the Master Fund will not invest or commit:</p> <ul style="list-style-type: none"> <li>- more than 20% of its net asset value into a single Primary Fund Investment or Secondary Fund Investment at the time such investment is made.</li> </ul> <p>Such investment restrictions are subject to article 91 (3) of the 2010 Law.</p> <p>Notwithstanding the foregoing, the Master Fund may implement its investment objective and policy directly or indirectly through investment in one or several</p>
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	<p>special purpose vehicles or funds managed by the Investment Manager, any of its affiliates or third parties or special purpose vehicles owned and controlled by the Master Fund or by the Master Fund and other entities managed by the Investment Manager. Such vehicles and funds shall not count as a single issuer for purposes of the foregoing 20% limit nor any other diversification rules, except where required by the 2010 Law and the CSSF Circular 02/80. If applicable and required under applicable law, the restrictions prescribed herein shall be measured with respect to the Master Fund on a look-through basis as well as at the level of the special purpose vehicles or funds for each investment made through such special purpose vehicle or fund.</p> <p><u>Investment Guidelines</u></p> <p>The Master Fund will target no more than:</p> <ul style="list-style-type: none"> <li>- 25% of its net asset value into liquid assets at the time such investment is made.</li> <li>- 25% of its net asset value to a single sponsor.</li> <li>- 10% of its net asset value into a single Direct Investment at the time such investment is made.</li> <li>- 30% of its net asset value in Secondary Fund Investments.</li> <li>- 15% of its net asset value combined in: (i) agriculture investments, as set out in the Investment Objective; and (ii) natural capital real assets, as set out in the Investment Objective.</li> <li>- in relation to portfolio companies, no more than: <ul style="list-style-type: none"> <li>- 75% of its net asset value in North America.</li> <li>- 65% of its net asset value in Europe and the United Kingdom.</li> <li>- 40% of its net asset value in the developed Asia-Pacific region.</li> <li>- 35% of its net asset value in non-OECD countries.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>- 50% of its net asset value in portfolio companies whose operations would be classified under a single The Infrastructure Company Classification Standard (TICCS) industrial class or an equivalent classification system determined by the investment manager of the Master Fund.</li> </ul> <p>The Master Fund does not make use of a “benchmark” as defined in the Benchmark Regulation.</p> <p>Notwithstanding the above and to the fullest extent permitted by applicable laws and regulations, any other investment guidelines, requirements and/or restrictions applicable to the Sub-Fund will only be applicable after a period of 12 months after the date on which the Sub-Fund has been authorised by the CSSF.</p>
<b>4. Investment Techniques</b>	<p>As the purpose of the Sub-Fund is to invest as a feeder fund into the Master Fund, no active portfolio management is carried out at the level of the Sub-Fund. The Investment Manager shall manage the Master Fund’s investments as it considers most efficient and adequate for achieving the Master Fund’s investment objective, assessing the potential risks of every investment and managing the Master Fund in accordance with the investment policies and restrictions set out in this Supplement. The investments may be acquired either directly or through interests or participations in or exposures to companies, trusts, co-investments, LPs, intermediate or SPVs, other technical structures, or other arrangements or interests such as options or other contracts. Such entities or interests may be wholly-owned by the Master Fund or the Master Fund may be one of a number of investors in such entities.</p> <p>In addition, the Master Fund may originate and/or acquire an investment together with one or more co-investors, including in circumstances where one or more of the co-investors are: (i) directors, shareholders, officers, employees, agents and associates of the Investment Manager, (ii) investment funds in relation to which the Investment Manager or an Affiliate of the Investment Manager is the manager or adviser (or similar), (iii) other customers of the Investment Manager or an Affiliate of the Investment Manager, and/or (iv) third parties. In such circumstances, the size of the investment opportunity available to the Master Fund may be less than it would otherwise have been had it invested directly.</p> <p>The Sub-Fund will utilise liquid assets, held directly or indirectly, in conjunction with its Borrowing Facility to manage the availability of capital needed to meet the</p>

	<p>Sub-Fund costs and expenses, alongside net flows from Shareholders. The intention is to keep liquid assets at a minimum where possible.</p> <p>For the avoidance of doubt, any references in this Supplement to portfolio management with respect to the Sub-Fund shall be read and construed as portfolio management at the level of the Master Fund, unless the context otherwise requires.</p>									
<b>5. Costs</b>		Class AI	Class BI	Class WI	Class W	Class P	Class Z	Class EI	Class FI	Class LI
	Charges at the point of subscription not taken from the Sub-Fund									
	Subscription Fee (1)	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%	0.0%	0.0%
	Charges taken from the Sub-Fund over a year									
	Distribution costs	0.0%	0.0%	0.03 %	0.03 %	0.03%	0.0%	0.00%	0.00%	0.03 %
	Management fees	1.10 %	0.90 %	1.20 %	1.20 %	up to 2.30%	0.0%	0,95%	0,75%	1.05 %
	Administration charge (maximum annual rate)	0.15 %	0.15 %	0.15 %	0.15 %	0.15%	0.15 %	0.15%	0.15%	0.15 %
	Taxe d'abonnement (2)	0.01 %	0.01 %	0.01 %	0.05 %	0.05%	0.05 %	0.01%	0.01%	0.01 %

Charges taken from the Sub-Fund under specific conditions									
Performance fees(3)	None	None	None	None	None	None	None	None	None
Anti-dilution levy(4)	None	None	None	None	None	None	None	None	None

(1) Subscription Fee

Distributors are permitted to directly take a Subscription Fee at the point of subscription of Shares, up to the maximum percentage rate disclosed in this Sub-Fund Supplement and will be based on the value of the relevant subscription. As the percentage rate disclosed is a maximum figure, in some cases, the Subscription Fee may be less. The Subscription Fee is not payable from the assets of the Sub-Fund and does not affect the NAV per Share. The AIFM does not levy or receive any Subscription Fee on this Sub-Fund.

(2) Taxe d'abonnement

To the extent the Sub-Fund invests in the Master Fund or Luxembourg UCITS or other UCIs which in turn are subject to the annual subscription tax (*taxe d'abonnement*) provided for by the 2010 Law, no annual subscription tax (*taxe d'abonnement*) is due from the Sub-Fund on the portion of assets invested therein.

(3) Performance fees

The Master Fund may charge a performance based profit distribution or "carried interest" which will have to be borne on a pro rata basis by the Sub-Fund in its capacity as an investor in the Master Fund (together with the on-going operational expenses of the Master Fund) and as a consequence, the net assets of the Sub-Fund will be affected.

(4) Anti-dilution levy at Master Fund

	<p>To the extent that the management company of the Master Fund considers that it is in the best interest of the Master Fund, given the prevailing market conditions and the level of subscriptions or redemptions requested by investors in relation to the size of the Master Fund, an extra charge may be levied by the management company of the Master Fund on investors subscribing or redeeming units, including the Sub-Fund in its capacity as an investor in the Master Fund, to account for the aggregate costs of buying and/or selling underlying investments related to such subscriptions or redemptions. As a consequence of the application of the anti-dilution levy at the Master Fund, the NAV per Share of the Sub-Fund may be affected.</p>
<b>6. Investor profile</b>	<p>The Sub-Fund is intended:</p> <ul style="list-style-type: none"> <li>v. for investors seeking exposure to infrastructure and real assets;</li> <li>vi. as a longer term investment of at least five (5) years;</li> <li>vii. for investors who do not require immediate access to liquidity;</li> <li>viii. for professional investors, qualifying as Eligible Investors.</li> </ul> <p>Investors should consider their own circumstances and seek additional advice from their financial adviser or other professional adviser on their risk tolerance and investment horizon before investing in the Sub-Fund.</p>
<b>7. Transfer of Shares</b>	<p>Shareholders may transfer their Shares to third parties who meet the investment eligibility criteria of the Sub-Fund.</p> <p>The transferor who wishes to transfer the Shares has to provide evidence of the eligibility of the transferee.</p> <p>The Board of Directors may refuse a transfer of Shares where a transferee does not satisfy the definition of an Eligible Investor.</p>
<b>8. Conversion</b>	<p>A Conversion Fee may apply as set out in the Prospectus.</p>
<b>9. Leverage,</b>	<p>The maximum level of leverage which the AIFM is entitled to employ on behalf of</p>

<p><b>borrowing and hedging policy</b></p>	<p>the Sub-Fund should not exceed 150% of the Net Asset Value based on the commitment method and 250% based on the gross method.</p> <p>The actual level of leverage used will be disclosed in the Annual Report.</p> <p>The Sub-Fund may enter into foreign exchange and/or currency transactions for the specific purpose of hedging Share Classes designated in a currency other than the Sub-Fund Currency to mitigate adverse exchange rate fluctuations between the Sub-Fund Currency and the Reference Currency of the Share Class (but so that no omission to hedge or otherwise enter into arrangements to cover the risk of losses as a result of exchange or interest rate movements shall constitute a breach of duty).</p> <p>The Sub-Fund may use derivatives for efficient portfolio management and hedging only.</p> <p>The Sub-Fund may borrow on a temporary basis subject to a maximum permitted level of 10% of the Sub-Fund's Net Asset Value (the "<b>Borrowing Facility</b>"). Such borrowing may be for any purpose, but is most likely to arise due to:</p> <ul style="list-style-type: none"> <li>(i) payment of expenses;</li> <li>(ii) dividends; or</li> <li>(iii) funding of redemption requests or otherwise meeting liquidity needs caused by redemptions.</li> </ul> <p>Borrowing may be secured on the assets of the Sub-Fund.</p> <p>Collateral arrangements with respect to derivatives, are not deemed to constitute "borrowings" for the purpose of this section.</p>
<p><b>10.SFTR</b></p>	<p>The Sub-Fund may not make use of securities or commodities or margin lending and/or securities or commodities borrowing transactions, repurchase agreements, sell-buy back transaction, buy-sell back transactions, total return swaps. For the avoidance of doubt, the SFTR is therefore not applicable to the Sub-Fund.</p> <p>In case that the Sub-Fund should in the future directly make use of any of such transactions, the Prospectus shall be amended accordingly and the required information will be provided to the Shareholders.</p>

<b>11.Valuation and dealing</b>	<p>The last Business Day of each calendar month is a Valuation Day or such other Business Day designated by the Board of Directors as an additional Subscription / Redemption Dealing Day. The Net Asset Value per Share will be calculated as of close of business on each Valuation Day. With respect to this Sub-Fund, a Business Day is any day which is defined as a Business Day in the Prospectus.</p> <p><i>Subscription Dealing Day</i></p> <p>The last Business Day of each calendar month is a Subscription Dealing Day as well as any Business Day being designated by the Board of Directors as an additional subscription day, such day becoming an additional and extraordinary Subscription Dealing Day and Valuation Day.</p> <p><i>Redemption Dealing Day</i></p> <p>The last Business Day of March, June, September and December as well as any Business Day being designated by the Board of Directors as an additional redemption day, such day becoming an additional and extraordinary Redemption Dealing Day and Valuation Day.</p>
<b>12.Tolerance threshold in case of NAV calculation errors</b>	<p>The tolerance threshold in case of NAV calculation errors applicable to the Sub-Fund under CSSF Circular 24/856, is one percent (1%).</p>
<b>13.Subscriptions and Subscription Settlement Period</b>	<p>Subscriptions must be received by 5pm Luxembourg time, 10 Business Days preceding the relevant Subscription Dealing Day.</p> <p>The Subscription Price, being the Net Asset Value calculated in the Reference Currency of the Share Class, shall be published on the 18<sup>th</sup> Business Day after the relevant Subscription Dealing Day. Payment for subscriptions must be made within 2 Business Days of the Net Asset Value being published.</p> <p>Subscription monies need to be paid in full and in the Reference Currency of the Share Class.</p> <p>In the event that subscription monies (plus any applicable bank or other charges) from an applicant are not received in full by the Fund by the Settlement Date</p>

	<p>(each such applicant a “<b>Defaulting Applicant</b>”), the Fund reserves the right to: (i) cancel (in whole or part) the previously accepted subscription application of the Defaulting Applicant; (ii) to the extent that any Shares in relation to the prior Subscription Dealing Day have been issued, cancel any Shares issued to the Defaulting Applicant in respect of such application, in which case no cancellation proceeds (if any) shall be paid to the Defaulting Applicant; and (iii) take any such other action that the Fund considers reasonably necessary to reverse the effect of such cancellation under (i) and (ii) in respect of any Defaulting Applicant.</p>
<b>14.Subscription Limit</b>	<p>There is a subscription limit at Master Fund level which may impact the subscriptions that can be accepted into the Sub-fund. Further details are set out below.</p> <p>Master Fund subscriptions are subject to a maximum in any one annual period totalling 10% of NAV (or such higher amounts as the management company of the Master Fund may reasonably determine) to avoid dilution to existing investors, being calculated as the sum of the monthly subscription percentages for the preceding 11 monthly periods and the current month (and any additional subscription day during that annual period as may be determined by the management company of the Master Fund in their absolute discretion). In such circumstances, the management company may decide that all or part of the application(s) for units in the Master Fund in excess of 10% of NAV be deferred until the next subscription day. If the management company decide to defer all or part of the application(s) in excess of 10% of NAV the Sub-Fund shall be informed prior to the deferral taking place and will have the option to cancel any deferred subscription. The Sub-Fund will then notify the Shareholders accordingly.</p>
<b>15.Subscription Fee</b>	<p>The Sub-Fund will not charge any Subscription Fee.</p>
<b>16.Redemptions</b>	<p>Redemptions must be received by 5pm Luxembourg time 91 calendar days prior to the relevant Redemption Dealing Day, i.e. on the Redemption Request Day.</p> <p>The Redemption Price, being the Net Asset Value calculated in the Reference Currency of the Share Class, shall be published on the 18<sup>th</sup> Business Day after the relevant Redemption Dealing Day. Redemption proceeds will be paid within 2 Business Days of the Net Asset Value being published, unless a later date is determined by the Board of Directors in accordance with the Prospectus.</p>

	<p>There are redemption limits at Master Fund level which may impact the redemptions that can be accepted and processed by the Sub-fund. Further details are set out below.</p> <p>If, in relation to any redemption day, the aggregate of all redemption requests would be in excess of 5% of the Master Fund NAV as calculated at the last valuation point prior to the redemption day, then the management company of the Master Fund may in its absolute discretion limit redemptions from the Master Fund by reducing each redeeming shareholders redemption amount pro rata.</p> <p>If a Master Fund redemption limit is imposed on any given redemption day and, as a result, a redemption request made by the Sub-fund as an investor in the Master Fund is reduced, then the corresponding redemption requests by Shareholders in the Sub-fund will be reduced pro rata. The amount of any reduction to a redemption request as a result of the operation of the above limit will be deferred until the next redemption day. Such deferred redemptions shall be aggregated and met on a pro rata basis with any new redemption requests received in respect of any subsequent redemption day.</p> <p>Any investor affected by the redemption limit will be notified at least 1 Business Day prior to the Redemption Day.</p> <p>The Master Fund may invoke a limited dealing procedure which could limit redemptions to once per year. The Sub-Fund will be notified within 30 days of the decision to invoke such limited dealing procedure by the Master Fund and will then notify Shareholders accordingly.</p>
<b>17. Redemption Fee</b>	The Sub-Fund will not charge any Redemption Fee.
<b>18. Investment Manager</b>	M&G Investment Management Limited
<b>19. Share Classes</b>	<p>Within the Sub-Fund, the Board of Directors may create and issue Share Classes that are subject to different terms, including but not limited to, different investor eligibility requirements.</p> <p>The following Share Classes are available:</p>



	Class	Eligible Investors	Initial Offer Price	Minimum Initial Investments	Minimum Holding Amount
	AI	Institutional Investor	USD 100	USD 1,000,000	USD 1,000,000
	BI	Institutional Investor	USD 100	USD 50,000,000	USD 50,000,000
	WI	Institutional Investor	USD 100	USD 500,000	USD 500,000
	W	<ul style="list-style-type: none"> <li>Eligible Counterparties, within the meaning of article 30 of MiFID, investing for their own account.</li> <li>Other collective investment schemes.</li> <li>Distributors, platforms and other intermediaries who operate fee based arrangements with their clients to provide advisory or discretionary portfolio management services and do not receive any fee rebates from the AIFM. For these clients a minimum subscription of EUR 25,000 applies.</li> <li>Companies which the AIFM deems to be associate companies and other investors which have an agreement with the AIFM.</li> </ul>	USD 100	USD 500,000	USD 500,000
	P	Distributors, platforms and other intermediaries who meet the eligibility and minimum investment criteria.	USD 100	USD 25,000	USD 25,000
	Z	Investment Manager and its Affiliates.	USD 100	USD 500,000	USD 500,000
	EI	Institutional Investor who:  (iii) are approved by the AIFM; and	USD 100	USD 1,000,000	USD 1,000,000

		(iv) meet the minimum investment criteria.  EI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can continue to invest in this Share Class after the offering period has passed.			
	FI	Institutional Investor	USD 100	USD 50,000,000	USD 50,000,000
	LI	Distributors who do not receive any fee rebates from the AIFM via platforms and:  (i) are approved by the AIFM; and  (iii) meet the minimum investment criteria.  LI Shares are offered for a restricted time only, may be at reduced fees, and are closed to subscriptions at the end of the offering period. Any investors who have acquired access to this Share Class can continue to invest in this Share Class after the offering period has passed.	USD 100	USD 20,000,000	USD 20,000,000
<p>Each Share Class, where available, may be offered in the relevant Sub-Fund Currency, or may be denominated in any other currency. Share Classes may be available in the following currencies: EUR, GBP, USD, JPY and CHF or any such other currency as the AIFM or Board of Directors may decide to issue. For any GBP, EUR or CHF Share Classes offered, the initial offer price, the minimum initial investment and the minimum holding amount (as indicated in the table above) will be the same as the stated USD amounts. For any JPY share classes, the initial offer price will be JPY 10,000 and the minimum initial investment and the minimum holding amount will be the JPY amount equal to 150 times the stated USD amounts.</p> <p>New subscribers can access the Class EI, FI and LI Shares until such time as the aggregate gross subscriptions received into these Share Classes and the Class EI, FI and LI Units in the Master Fund exceeds \$200m. After such time, Class EI,</p>					

	<p>FI and LI Shares will be closed to new subscribers. For the avoidance of doubt, existing investors will continue to have the right to make further subscriptions into the Class EI, FI and LI Shares.</p> <p>The Board of Directors and / or the AIFM may reduce or waive the minimum initial investment and / or the minimum holding amount and / or vary the availability of shares terms in its sole discretion.</p>
<b>20.Distribution policy</b>	<p><b><u>Available Share Classes</u></b></p> <p>Accumulating Share Classes (AI, BI, WI, P, W, Z, EI, FI, LI).</p> <p>Distributing Share Classes (AI, BI, WI, P, W, Z, EI, FI, LI).</p>
<b>21.Duration</b>	The Sub-Fund will have an unlimited term.
<b>22.Dilution mechanism</b>	Swing pricing will be applied. Terms are set out in 3.6 (Dilution mechanism) of the Prospectus.
<b>23.Complaints and local facilities</b>	<p>Complaints by a Shareholder in connection with its investment in the Sub-Fund shall be addressed to such Shareholder's Distributor/Sub-Distributor, with a copy to the Administrator.</p> <p>If a Shareholder does not have a Distributor/Sub-Distributor, the complaint should be addressed in writing to the AIFM using the following contact details:</p> <p>M&amp;G Luxembourg S.A.  16, boulevard Royal  L-2449 Luxembourg  Grand Duchy of Luxembourg  Telephone number: <a href="tel:+352267054">+352 26 70 54</a> // Email address: <a href="mailto:GOCS@mandg.com">GOCS@mandg.com</a></p>

## **1.2 Risk Factors related to an investment in this Sub-Fund**

The risks set out in the Part B.1.1 (General risk factors) apply to all Sub-Funds set up under the umbrella structure of the Fund. In addition, the following specific risks will also apply to the Sub-Fund (indirectly through the Master Fund)

### **1.2.1 Investments in Unquoted Companies**

Investments in unquoted companies are intrinsically riskier than in quoted companies as the unquoted companies may be smaller, more vulnerable to changes in technology and/or the general economic, geographic or market conditions, and may be more dependent on the skills and commitment of a small management team.

Investments in unquoted companies can be difficult to realise and are typically illiquid. Investors may not be able to realise such holdings or protect their minority interests effectively if placed in such circumstances.

Unquoted investments can take several years to mature - accordingly, while long-term performance of the Master Fund and, as a result the Sub-Fund, may be satisfactory, performance in the early years may be poor.

### **1.2.2 Additional Expense Layer**

Each Underlying Fund in which the Master Fund invests incurs organisational, tax, legal, accounting, investment, brokerage, custodial, interest and other expenses. In addition, each such Underlying Fund will charge the Master Fund management fees.

These costs, fees and incentive fees/carried interest may differ for various Underlying Funds. Such fees and expenses will result in higher costs of an investment and will reduce the overall return on an investor's investment in the Sub-Fund.

### **1.2.3 Reliance on Underlying Fund Managers**

The returns achieved by the Sub-Fund will depend in large part on the efforts and performance results obtained by the fund managers of the Underlying Funds in which the Master Fund invests. Although the Investment Manager undertakes diligence efforts with respect to both such fund managers and Underlying Funds, the AIFM or the Investment Manager may not have an active role in the day-to-day management of the Underlying Funds in which the Master Fund invests. It will have no right or power to participate in the management or control of such Underlying Funds. There can be no assurance that the

investments of the Master Fund will perform as anticipated or provide acceptable returns to the Master Fund and consequently to the Sub-Fund.

#### 1.2.4 Availability of Debt Financing to the Underlying Funds

Underlying investments in the Underlying Funds may involve the use of debt financing. If the Underlying Funds are unable to generate sufficient cash flow to service such debt, they may become subject to contractual or other remedies available to the lending institutions, which could include bankruptcy and significant or total loss of equity capital in such investments. Additionally, the availability of sufficient sources of debt capital upon attractive terms is likely to be an important factor in maximising the equity growth of the Underlying Funds. This availability will, in turn, be dependent upon general economic conditions, the condition of the relevant industry, the condition of the financial services industry, and a variety of other factors beyond the control of the Master Fund and managers of the Underlying Funds.

#### 1.2.5 Repayment of Certain Distributions

Under certain circumstances, the Underlying Funds have an obligation to repay a certain amount of cash previously distributed to the Master Fund, e.g. where the Underlying Fund has an obligation to repay received purchase prices of assets to sellers due to guaranty claims or in case of unexpected tax payments, which may impact the Master Fund's and consequently the Sub-Fund's performance.

#### 1.2.6 Control Positions

The Master Fund may acquire a significant ownership position and possibly control of the Underlying Funds and thus seek to exercise significant influence and control in connection with its investments. This could expose the Master Fund to risk of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations and other types of liability, including, in the case of debt investments, lender liability. The amount of any such liabilities may not be limited to the Master Fund's investment in the Underlying Fund, and the Master Fund might suffer a significant loss as a result of such liabilities.

Alternatively, the Master Fund may not acquire a direct majority stake in an Underlying Fund, and the Master Fund may not be in a position to exercise a high level of influence upon an Underlying Fund. As an investor, the Master Fund is limited in the amount of influence that may be imposed upon any Underlying Fund. If the Master Fund was deemed to exert influence beyond what is allowed by an investor in an Underlying Fund, the Master Fund may lose the benefit of any limited liability it might otherwise enjoy.

### 1.2.7 Investments in Joint Ventures and Other Entities

The Master Fund may make investments through joint ventures or other entities. Such investments may involve risks not present in direct investments including, for example, the possibility that a co-venturer might become bankrupt, or may at any time have economic or business interests or goals which are inconsistent with those of the Master, or that any such co-venturer or partner may be in a position to take action contrary to the Master Fund's objectives. Furthermore, if such co-venturer or partner defaults on its funding obligations, it may be difficult for the Master Fund to make up the shortfall from other sources. Any default by such co-venturer or partner could have an extremely deleterious effect on the Master Fund, its assets and the interests of the investors. In addition, the Master Fund may be liable for actions of its co-venturers or partners.

### 1.2.8 Complex Transactions and Access to Fund Managers

The acquisition of existing interests in funds is complex and the interests are subject to legal and contractual restrictions on transfer. The transactions involve various legal and tax structuring issues and may consist of the purchase and sale of usually several assets. There is no assurance that the structure of any investment will be tax efficient for the Master Fund or that any particular tax result will be achieved.

Further, the business of identifying and purchasing investments of the types contemplated by the Master Fund is competitive and involves a high degree of uncertainty. The most suitable structure from a seller's perspective may not in all instances correspond to the most appropriate structure for the Master Fund. The Investment Manager expects to encounter intense competition from individual, institutional and other fund of funds managers for access to fund managers who the market believes are best able to deliver superior investment returns to investors and/or fund managers who may be in a position to better accommodate a seller's structuring requests. The Master Fund may be unable to find a sufficient number of attractive investment opportunities to meet its investment objectives and therefore there is no assurance that the Master Fund will succeed in sourcing investment opportunities that meet the Master Fund's investment criteria and, even if successful, that those funds and fund managers will produce competitive returns or returns which reflect their historical performance. The Master Fund will not have the opportunity to evaluate the business, financial and other information which will be used by the Investment Manager in its analysis, selection and monitoring of investments for the Master Fund.

### 1.2.9 Contingent Liabilities associated with Secondary Investments

In the cases where the Master Fund acquires an interest in a fund through a secondary transaction, the Master Fund may acquire contingent liabilities of the seller of the interest. More specifically, where the seller has received distributions from the relevant fund and, subsequently, that fund recalls one or more of these distributions, the Master Fund (as the purchaser of the interest to which such distributions are attributable and not the seller) may be obligated to return the monies equivalent to such distribution to the fund. While the Master Fund may, in turn, in certain circumstances, make a contractual claim against

the seller for any such monies so paid to the fund, there can be no assurances that the Master Fund would prevail on such claim or that the Master Fund will have the contractual right to make such claim.

#### 1.2.10 Nature of Secondary Investments

The Master Fund intends to acquire secondary interests in existing funds primarily from existing investors in such funds (and not from the issuers of such investments). Because the Master Fund will not be acquiring such interests directly from the issuers, it is generally not expected that the Master Fund will have the opportunity to negotiate the terms of the interests being acquired or other special rights or privileges. There can be no assurance as to the number of investment opportunities that will be presented to the Master Fund. In addition, valuation of such fund interests may be difficult, as there generally will be no established market for such investments or for the privately-held assets in which such funds may own securities. Moreover, the purchase price of interests in such funds will be subject to negotiation with the sellers of the interests and there is no assurance that the Master Fund will be able to purchase interests at attractive discounts to net asset value, or at all. The overall performance of the Master Fund will depend in large part on the acquisition price paid by the Master Fund for its secondary interests, the structure of such acquisitions and the overall success of the underlying private equity fund.

#### 1.2.11 Pooled Secondary Investments

The Master Fund may have the opportunity to acquire a portfolio of private fund interests from a seller on an “all or nothing” basis. In some such cases, certain of the private fund interests may be less attractive than others, and certain of the investment managers managing such funds may be more familiar to the Master Fund than others or may be more experienced or highly regarded than others. In such cases, it may not be possible for the Master Fund to carve out from such purchases those investments which the AIFM or the Investment Manager consider (for commercial, tax legal or other reasons) less attractive.

In addition, the following specific risks from Part B.1.2 (Specific risk factors) will also apply to the Sub-Fund (indirectly through the Master Fund):

1.2.12 Insolvency or other Business Failures;

1.2.13 Lack of Operating History;

1.2.14 Reliance on Management of the Underlying Investments;

- 1.2.15 Investments in Emerging Markets;
- 1.2.16 Use of Credit Facilities;
- 1.2.17 Delay in Cash Realisations;
- 1.2.18 Third - Party Involvement;
- 1.2.19 Follow-on Funding;
- 1.2.20 Disposition of Investments;
- 1.2.21 Illiquid, Long-Term Investment;
- 1.2.22 Highly Competitive Market for Investment Opportunities;
- 1.2.23 Economic and Market Risk;
- 1.2.24 Sanctions, FCPA and Anti-Corruption;
- 1.2.25 Limitations on Liquidity;
- 1.2.26 Fraud;
- 1.2.27 Accounting, Reporting and Disclosure Standards;
- 1.2.28 Currency Risk and Currency Hedging;
- 1.2.29 Risks related to Financial Derivative Instruments;
- 1.2.30 Collateral risk;



### 1.3 Definitions related to this Sub-Fund

Borrowing Facility	A temporary facility subject to the maximum permitted level of 10% of the Sub-Fund's Net Asset Value which shall be used to manage the availability of capital needed to meet the Sub-Fund costs and expenses, alongside net flows from Shareholders.
Continuation Fund Investments	Means investments in other collective investment schemes or LPs (or other structures which in the reasonable opinion of the management company should be designated as such) formed for the purpose of acquiring one or more assets from a prior fund by the same management company or general partner.
Cut-Off Time	5pm CET.
Direct Investments	Mean either equity or debt investments or revenue agreements made by the Master Fund, or on a co-investment basis with other institutional investors, typically alongside a collective investment scheme or LP (directly or indirectly through an SPV) into one or more operating companies, projects or properties.
Institutional Investors	means the investors as described in the 2010 Law and the implementing provisions.
LPs	Means limited partnerships.
Primary Fund Investments	Means investments in other collective investment schemes or LPs made during the fundraising period for such collective investment schemes or LPs.

Redemption Dealing Day	The last Business Day of March, June, September and December as well as any other Business Day being designated by the Board of Directors as an additional redemption day, such a day becoming an additional and extraordinary Redemption Dealing Day and Valuation Day, on which investors may redeem Shares at a price determined by reference to the Net Asset Value calculated as of that Valuation Day.
Redemption Request	Means the redemption form duly completed by a Shareholder wishing to redeem in whole or in part, and submitted by the Cut-Off Time on the Redemption Request Day.
Redemption Request Day	means the ninety-one (91) calendar days preceding the relevant Redemption Dealing Day, if such date is not a Business Day, the immediately preceding Business Day.
Secondary Fund Investments	Means investments in other collective investment schemes or LPs (or other structures which in the reasonable opinion of the management company should be designated as such) through acquiring an existing interest from another investor.
Subscription Dealing Day	The last Business Day of each calendar month as well as any other Business Day being designated by the Board of Directors as an additional subscription day, such a day becoming an additional and extraordinary Subscription Dealing Day and Valuation Day, on which investors may subscribe for Shares at a price determined by reference to the Net Asset Value calculated as of that Valuation Day.
SPV	Means special purpose vehicle.

Underlying Funds	Any collective investment scheme or other legal structure into which a Sub-Fund (indirectly through the Master Fund) invests in order to gain exposure to investments.
Valuation Day	The last Business Day of each month on which the Net Asset Value per Share is calculated or such other Business Day being designated as an exceptional Subscription / Redemption Dealing Day / Valuation Day by the Board of Directors.

### Definitions Annex

1915 Law	the Luxembourg law of 10 August 1915 on commercial companies, as may be amended from time to time.
1993 Law	the Luxembourg law of 5 April 1993 on the financial sector, as may be amended from time to time.
2010 Law	the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as may be amended from time to time.
2013 Law	the Luxembourg law of 12 July 2013 on alternative investment fund managers, as may be amended from time to time.
2019 RBO Law	means the law of 13 January 2019 creating a register of beneficial owners.
Administration Agreement	the agreement entered into between the Fund, the AIFM and the Administrator governing the appointment of the Administrator, as may be amended or supplemented from time to time.
Administrator	the central administration, registrar and transfer agent appointed by the AIFM and the Fund in accordance with the provisions of the 2010 Law and the Administration Agreement, as identified in the Directory.

Affiliate	<p>means:</p> <ul style="list-style-type: none"> <li>(a) if the person concerned is a body corporate: (i) a parent undertaking or subsidiary of that person, or a subsidiary of a parent undertaking of that person; or (ii) any other body corporate in which that person holds directly or indirectly 50 per cent. or more of the voting rights; or (iii) any director or, in the case of a body corporate that is a limited liability partnership, any voting member of that person;</li> <li>(b) if the person concerned is a limited partnership: (i) a general partner of that person; or (ii) if a general partner of that person is a body corporate, any person who is an Affiliate of that general partner within the meaning of paragraph (a) above; and</li> <li>(c) if the person concerned is an individual or a firm (including a limited partnership) or other unincorporated body: (i) any body corporate in which that person holds directly or indirectly 50 per cent. or more of the voting rights; or (ii) if the person is an individual, the spouse, civil partner or any business partner of that person;</li> </ul> <p>provided that no investment or Investment Holding Vehicle will be treated as an Affiliate of the General Partner, the AIFM, any investment advisor and/or investment manager or any of their Affiliates by reason only of being an investment or Investment Holding Vehicle.</p>
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AIF	an alternative investment fund within the meaning of the 2013 Law and the AIFMD.
AIFM	the alternative investment fund manager of the Fund within the meaning of the 2013 Law and the AIFMD, being M&G Luxembourg S.A. or any successor alternative investment fund manager appointed by the Fund.
AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, as may be amended from time to time.
AIFMD Level 2 Regulation	Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as may be amended from time to time.
AML/CFT Information and Documentation	means all information and documents which are required by AML/CFT laws and regulations and/or which the Fund or the AIFM considers necessary for performing AML/CFT obligations of the AIFM and provided by each Investor prior to subscription or at any time thereafter, initially or on an ongoing basis, upon the Fund or the AIFM's request or at the relevant Investor's own initiative.
AML/CFT laws and regulations	means Luxembourg laws and regulations which impose duties, obligations and sanctions with the main objective of preventing the financial sector from being used for money laundering and financing of terrorism purposes.

AML/CFT obligations	means all the duties and obligations imposed by such AML/CFT laws and regulations.
Annual Report	the report issued by the Fund as of the end of the latest financial year in accordance with the 2010 Law.
Articles of Association	the articles of association of the Fund, as may be amended from time to time.
Benchmark Regulation	Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds.
Beneficially Owned Person	The legal person on whose behalf the transaction or activity is being conducted.
Board of Directors	the board of directors of the Fund.
Business Day	any day on which banks are open the whole day for non-automated business in Luxembourg

Conversion Day	the day or days on which Original Shares may be converted into New Shares, being a day which is a Redemption Day for the Original Shares and, this day must be a Subscription Day for the New Shares, provided that the Cut-Off Time for a Conversion Day shall be the earlier of the Cut-Off Time for redemption of the Original Shares on that Redemption Day and the Cut-Off Time for subscription to the New Shares on that Subscription Day. For the avoidance of doubt, the Conversion Day is the same for Original Shares and the New Shares. The NAV dissemination for the Original Shares and New Shares has to be the same day. If one of the conditions does not apply, the investor must submit the Redemption Form and Subscription Form.
Conversion Fee	a fee which the Fund may charge upon conversion of Shares and which is equal to the positive difference, if any, between the Subscription Fee applicable to the New Shares and the Subscription Fee paid on the Original Shares, or such lower amount as specified for each Share Class in the relevant Supplement, where applicable.
Conversion Form	the forms and other documents, as issued or accepted by the Fund from time to time, which the Fund requires the prospective Shareholder or the person acting on behalf of the prospective Shareholder to complete, sign, and return to the Fund or its agent, with the supporting documentation, in order to request the conversion of all or part of his Shares.
CSSF	the <i>Commission de Surveillance du Secteur Financier</i> , the Luxembourg supervisory authority of the financial sector or its successor authority.



Cut-Off Time	for any Subscription Day, Redemption Day or Conversion Day, the day and time by which an application for subscription, redemption or conversion, as applicable, must in principle be received by the Fund in order for the application to be processed, if accepted, by reference to the Net Asset Value per Share calculated as of that Subscription Day, Redemption Day or Conversion Day, as applicable. The Cut-Off Time is specified for each Sub-Fund or Share Class in the relevant Supplement.
Depositary	the depositary appointed by the Fund in accordance with the provisions of the 2010 Law, the 2013 Law, the Articles of Association and the Depositary Agreement, as identified in the Directory.
Depositary Agreement	the agreement entered into between the Fund, the AIFM, and the Depositary governing the appointment of the Depositary, as may be amended or supplemented from time to time.
Directive 2006/48/EC	Directive 2006/48/EC of the European Parliament and of the Council of 14 June 2006 relating to the taking up and pursuit of the business of credit institutions (recast), as may be amended from time to time.

Distributable Income	<p>Net income received by the Fund which may consist of:</p> <p>(i) the accumulated revenue (consisting of all revenue accrued including interest and dividends) less expenses and/or</p> <p>(ii) realised and unrealised capital gains on the disposal/valuation of investments and other funds less realised and unrealised accumulated capital losses and expenses of the relevant Fund and/or</p> <p>(iii) the capital of the Sub-Fund.</p>
Distributor/Sub-Distributor	<p>means an entity which will, where appropriate, hold the relevant MiFID II and MiFIR licenses in order to perform the distribution.</p>
EEA	<p>means the European Economic Area, and where the context requires EEA shall refer to those member states of the EEA which have transposed AIFMD.</p>

Eligible Investment Assets	<p>means, unless otherwise defined in a Supplement, within the meaning of the ELTIF Regulation, any Assets which fall into one of the following categories:</p> <ul style="list-style-type: none"> <li>(a) Equity or Quasi-equity instruments which have been: <ul style="list-style-type: none"> <li>(i) issued by a Qualifying Portfolio Undertaking and acquired by the Sub-Fund from the Qualifying Portfolio Undertaking or from a third party via the secondary market;</li> <li>(ii) issued by a Qualifying Portfolio Undertaking in exchange for an Equity or Quasi-equity instrument previously acquired by the Sub-Fund from the Qualifying Portfolio Undertaking or from a third party via the secondary market;</li> <li>(iii) issued by an undertaking in which a Qualifying Portfolio Undertaking holds a capital participation, in exchange for an Equity or Quasi-equity instrument acquired by the Sub-Fund in accordance with point (i) or (ii) of this paragraph;</li> </ul> </li> <li>(b) debt instruments issued by a Qualifying Portfolio Undertaking;</li> <li>(c) loans granted by the Sub-Fund to a Qualifying Portfolio Undertaking with a maturity that does not exceed the life of the Sub-Fund; and</li> </ul>
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	<p>(d) units or shares of one or several other ELTIFs, EuVECAs, EuSEFs, UCITS and EU AIFs managed by EU AIFM (i) provided that those ELTIFs, EuVECAs, EuSEFs, UCITS and EU AIFs invest in eligible investments as referred to in article 9(1) and (2) and have not themselves invested more than ten percent (10%) of their Assets in any other collective investment undertaking;</p> <p>(e) real Assets;</p> <p>and as of the Application Date in</p> <p>(f) simple, transparent and standardised securitisations where the underlying exposures correspond to one of the following categories:</p> <p>(i) Assets listed in Article 1, point (a)(i), (ii) or (iv), of Commission Delegated Regulation (EU) 2019/1851,</p> <p>(ii) Assets listed in Article 1, point (a)(vii) or (viii), of Commission Delegated Regulation (EU) 2019/1851, provided that the proceeds from the securitisations bonds are used for financing or refinancing long-term investments;</p> <p>(g) bonds issued, pursuant to a Regulation of the European Parliament and of the Council on European green bonds, by a Qualifying Portfolio Undertaking.</p>
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Eligible Investor	a prospective Shareholder who satisfies all eligibility requirements for a specific Sub-Fund, as specified for the Sub-Fund in the relevant Supplement or the Prospectus.
ELTIF	a European long-term investment fund regulated by the ELTIF Regulation.
ELTIF Regulation	Regulation (EU) 2015/760 of the European Parliament and of the Council of 29 April 2015 on European long-term investment funds as amended by Regulation (EU) 2023/606 of the European Parliament and of the Council of 15 March 2023 as regards the requirements pertaining to the investment policies and operating conditions of European long-term investment funds and the scope of eligible investment Assets, the portfolio composition and diversification requirements and the borrowing of cash and other fund rules..
Equity	means, within the meaning of the ELTIF Regulation, ownership interest in a Qualifying Portfolio Undertaking, represented by the shares or other forms of participation in the capital of the Qualifying Portfolio Undertaking issued to its investors.
ESG Factors	means environmental, social and employee matters, respect for human rights, anti-corruption and anti-bribery matters.
ESMA	the European Securities and Markets Authority.
EU	the European Union.

EUR	the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union.
FDI	means a financial derivative instrument.
Fund	Luxembourg Specialist Investment Funds (3) SICAV.
Investment Holding Vehicle	means, unless otherwise defined in a Supplement, any legal structure established by the (Sub-)Fund or by the AIFM on behalf of the (Sub-)Fund for the purpose of investing in the underlying Assets and which satisfies the conditions laid down in articles 89 and 90 of the AIFMD Level 2 Regulation. For the avoidance of doubt, any such Investment Holding Vehicle will be controlled by the Fund, appoint the Auditor as its independent auditor (to the extent that an audit of any such Investment Holding Vehicle is required) and have the same financial year as herein provided for the Fund.
Investment Manager	a portfolio manager to which the AIFM will delegate day to day portfolio management duties in respect of one or more Sub-Funds.
Investment Agreement	Management means the agreement between the AIFM and the Investment Manager in respect of the Fund or Sub-Fund regarding provision of portfolio management services in relation to a Sub-Fund.
Launch Date	Launch Dates for each Sub-Fund are defined in the relevant Supplement.

M&G Managed	means owned or controlled by an M&G Entity or where there is an investment advisory or investment management agreement in place with an M&G Entity.
Management Agreement	the agreement entered into between the Fund and the AIFM governing the appointment of the AIFM, as may be amended or supplemented from time to time.
Management Fee	the fee payable by the Fund to the AIFM under the Management Agreement, as described in Part A.4.2 (Management Fee) of this Prospectus and as may be further detailed in the relevant Supplement.
Merging Entity	Has the meaning ascribed to it in Part A.5.6.1.
MiFID	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as may be amended from time to time.
MiFIR	Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.
MMF Regulation	Regulation (EU) 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds.
Net Asset Value or NAV	as the context indicates, the net asset value of the Fund, a Sub-Fund, or a Share Class determined in accordance with the provisions of this Prospectus.

Net Asset Value per Share	the Net Asset Value of a Share Class in a Sub-Fund divided by the total number of Shares of that Share Class which are in issue as of the Valuation Day for which the Net Asset Value per Share is calculated.
New Class	has the meaning described to it in Part A.3.7.2
New Shares	Shares described in Part A.3.7 (Conversion of Shares) of this Prospectus.
OECD	the Organisation for Economic Cooperation and Development.
Original Class	Has the meaning to it in Part A.3.7.2
Original Shares	Shares described in Part A.3.7 (Conversion of Shares) of this Prospectus.
Professional Investor	an investor which is considered to be a professional client, or may, on request, be treated as a professional client in accordance with Annex II to MiFID.



Prohibited Person	<p>any person (individual, corporation, partnership or other entity) holding Shares, which, in the opinion of the Board of Directors such ownership or practices may (i) result in a breach of any provisions of the Articles of Association, the Prospectus or the laws or regulations of any jurisdiction, or (ii) require the Fund or the AIFM to be registered under any laws or regulations whether as an investment fund or otherwise, or cause the Fund to be required to comply with any registration requirements in respect of any of its Shares, whether in the United States of America or in any other jurisdiction, or (iii) may cause the Fund, the AIFM or the Shareholders any legal, regulatory, taxation, administrative or financial disadvantages which they would not have otherwise incurred.</p> <p>Prohibited Persons includes (i) US Person and (ii) person not qualifying as Eligible Investors.</p>
Prohibited Practice	Any late trading and market timing by a Prohibited Person.
Prospectus	this prospectus including all Supplements, as may be amended from time to time.

Qualifying Portfolio Undertakings	<p>means, within the meaning of the ELTIF Regulation, an undertaking that meets, at the time of the initial investment, the following requirements:</p> <ul style="list-style-type: none"> <li>(a) it is not a financial undertaking, unless it is a financial undertaking, other than a financial holding company or a mixed-activity holding company, that has been authorized or registered more recently than 5 years before the date of the investment;</li> <li>(b) it is an undertaking which: <ul style="list-style-type: none"> <li>(i) is not admitted to trading on a regulated market or on a multilateral trading facility; or</li> <li>(ii) is admitted to trading on a regulated market or on a multilateral trading facility and has a market capitalisation of no more than EUR 1,500,000,000;</li> </ul> </li> <li>(c) it is established in a Member State, or in a third country provided that the third country: <ul style="list-style-type: none"> <li>(i) is not identified as high-risk third country listed in the Delegated Act adopted pursuant to article 9(2) of Directive (EU) 2015/849;</li> <li>(ii) is not mentioned in Annex I to the Council conclusions on the revised EU list of non-cooperative jurisdictions for tax purposes.</li> </ul> </li> </ul>
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Quasi-equity	means, within the meaning of the ELTIF Regulation, any type of financing instrument where the return on the instrument is linked to the profit or loss of the Qualifying Portfolio Undertaking and where the repayment of the instrument in the event of default is not fully secured.
Receiving Entity	Has the meaning ascribed to it in Part A.5.6.1.
Redemption Day	The last Business Day of the month on which Shares may be redeemed by the Fund at a Redemption Price determined by reference to the Net Asset Value per Share calculated as of the Valuation Day. Redemption Days are specified for each Sub-Fund or Share Class in the relevant Supplement.
Redemption Fee	a fee which the Fund may charge upon redemption of Shares, equal to a percentage of the Redemption Price or such other amount specified for each Sub-Fund or Share Class in the relevant Supplement, where applicable.
Redemption Form	the forms and other documents, as issued or accepted by the Fund from time to time, which the Fund requires the Shareholder or the person acting on behalf of the Shareholder complete, sign, and return to the Fund or its agent, with the supporting documentation, in order to request the redemption of all or part of their Shares.
Redemption Price	the price at which the Fund may redeem Shares on a Redemption Day, as determined for each Sub-Fund or Share Class on the basis of the Net Asset Value per Share as of that Redemption Day and in accordance with the provisions of this Prospectus.

Redemption Settlement Period	the period of time, as specified for each Sub-Fund or Share Class in the relevant Supplement, by the end of which the Fund will normally pay the Redemption Price (less any Redemption Fee) to redeeming Shareholders, subject to the further provisions of this Prospectus.
Reference Currency	as the context indicates, (i) in relation to the Fund, the Euro, or (ii) in relation to a Sub-Fund, the currency in which the Assets and liabilities of the Sub-Fund are valued and reported, as specified in each Supplement, or (iii) in relation to a Share Class, the currency in which the Shares of that Share Class are denominated, as specified in each Supplement.
Retail Investor	an investor who is not Professional Investor or a non-Professional Investor who meet the criteria set out in each Supplement
Semi-Annual Report	the report issued by the Fund as of the end of the first six month of each financial year in accordance with the 2010 Law.
SFT	Security financing transactions are defined as (i) a repurchase transaction, (ii) securities or commodities lending and securities or commodities borrowing, (iii) a buy-sell back transaction or sell-buy back transaction, and (iv) a margin lending transaction.
SFTR	Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012, as may be amended from time to time.

Share Class	a class of Shares of a Sub-Fund created by the Board of Directors, as described in Part A.3.1 (Shares, Sub-Funds and Share Classes) of this Prospectus. For the purposes of this Prospectus, each Sub-Fund shall be deemed to comprise at least one Share Class.
Shares	shares of a Sub-Fund or Share Class issued by the Fund.
Shareholder	any holder of Shares.
Sub-Fund	a sub-fund of the Fund, as described in Part A.3.1 (Shares, Sub-Funds and Share Classes) of this Prospectus.
Subscription Day	a day on which (prospective) Shareholders may be issued Shares at a Subscription Price as set out in the relevant Supplement. Subscription Days are specified for each Sub-Fund or Share Class in the relevant Supplement. Certain jurisdictions do not permit subscriptions to be processed on local holidays. (Prospective) Shareholders should refer to the local sales documents for their jurisdiction for further details. For the avoidance of doubt, this shall only concern the processing of the subscriptions and not the actual issuance of the Shares which will occur on the Subscription Day.
Subscription Fee	a fee which the Fund may charge upon subscription for Shares, equal to a percentage of the Subscription Price or such other amount specified for each Sub-Fund or Share Class in the relevant Supplement, where applicable.

Subscription Form	the forms and other documents, as issued or accepted by the Fund from time to time, which the Fund requires the (prospective) Shareholder or the person acting on behalf of the (prospective) Shareholder to complete, sign, and return to the Fund or its agent, with the supporting documentation, in order to make an initial and/or additional application for subscription to Shares.
Subscription Price	the price at which a (prospective) Shareholder may subscribe for Shares on a Subscription Day, as determined for each Sub-Fund or Share Class in accordance with the provisions of this Prospectus, unless otherwise provided in the Supplement for each Sub-Fund.
Supplement	the supplement(s) to this Prospectus for each specific Sub-Fund, which form part of this Prospectus.
Supplementing Regulation	Delegated Regulation (EU) 2024/2759 of 19 July 2024 supplementing Regulation (EU) 2015/760 of the European Parliament and of the Council with regard to regulatory technical standards specifying when derivatives will be used solely for hedging the risks inherent to other investments of the European long-term investment fund (ELTIF), the requirements for an ELTIF's redemption policy and liquidity management tools, the circumstances for the matching of transfer requests of units or shares of the ELTIF, certain criteria for the disposal of ELTIF assets, and certain elements of the costs disclosure.

Sustainability Risks	means, environmental, social or governance events or conditions that, if they occur, could cause an actual or a potential material negative impact on the value of an investment, including but not limited to, risks stemming from climate change, natural resource depletion, environmental degradation, human rights abuses, bribery, corruption and social and employee matters.
Swing Factor	means the percentage of the NAV per Share by which the price of Shares for subscriptions and redemptions will be adjusted in accordance with Part A.3.6 (Dilution Mechanism) of the Prospectus, as determined by the Board of Directors from time to time (with advice from the Investment Manager).
UCI	undertaking for collective investment.
UCITS	undertaking for collective investment in transferable securities.
UCITS Directive	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (recast), as may be amended from time to time.
UCITS Eligible Assets	means the Assets referred to in Article 50(1) of the UCITS Directive.
US Person or United States Person	(i) includes any "U.S. person", as defined in Rule 902 of Regulation S promulgated under the United States Securities Act of 1933 (" <b>Securities Act</b> "), and (ii) excludes any "Non-United States Person", as defined in Rule 4.7 promulgated under the United States Commodity Exchange Act, that is not

	<p>a "U.S. person" for purposes of Rule 902 of Regulation S. Regulation S currently provides that "U.S. person" means:</p> <ul style="list-style-type: none"> <li>a) any natural person resident in the United States;</li> <li>b) any partnership or corporation organised or incorporated under the laws of the United States;</li> <li>c) any estate of which any executor or administrator is a U.S. person;</li> <li>d) any trust of which any trustee is a U.S. person;</li> <li>e) any agency or branch of a non-U.S. entity located in the United States;</li> <li>f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;</li> <li>g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and</li> <li>h) any partnership or corporation if (i) organised or incorporated under the laws of any non-U.S. jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.</li> </ul> <p>"U.S. Person" does not include:</p> <ul style="list-style-type: none"> <li>• any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated or, if an individual, resident in the United States;</li> </ul>
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	<ul style="list-style-type: none"> <li>• any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the Assets of the estate and (ii) the estate is governed by non-U.S. law;</li> <li>• any trust of which any professional fiduciary acting as trustee is a U.S. person if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust Assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;</li> <li>• an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;</li> <li>• any agency or branch of a U.S. person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or</li> <li>• the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.</li> </ul> <p>Rule 4.7 of the United States Commodity Exchange Act Regulations currently provides in relevant part that the following persons are considered Non-United States persons:</p> <ol style="list-style-type: none"> <li>a. a natural person who is not a resident of the United States;</li> <li>b. a partnership, corporation or other entity, other than an entity organised principally for passive investment,</li> </ol>
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	<p>organised under the laws of a foreign jurisdiction and which has its principal places of business in a foreign jurisdiction;</p> <p>c. an estate or trust, the income of which is not subject to United States income tax regardless of source;</p> <p>d. an entity organised principally for passive investment such as a pool, investment company or other similar entity; provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons represent in the aggregate less than ten percent (10%) of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being Non-United States persons; and</p> <p>e. a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside of the United States.</p> <p>An investor who is considered a non-U.S. Person under Regulation S and a Non-United States person under Rule 4.7 may nevertheless be generally subject to income tax under U.S. federal income tax laws. Any such person should consult his or her tax adviser regarding an investment in the Fund, and investors will generally be asked to certify that they are not U.S. taxpayers.</p> <p>"United States Persons" or "US Persons" shall be construed accordingly. For the purposes of further clarity, the term US Person shall not include any person whose application has been approved by the Board of Directors in its sole discretion.</p>
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Valuation Day	the last Business Day of each month of which the Net Asset Value per Share is calculated, unless otherwise specified in the relevant Supplement.
Valuation Point	has the meaning specified in each Supplement.

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

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

**Product Name:** M&G Corporate Credit Opportunities ELTIF

**Legal Entity Identifier:** 254900757GGD78Z6UQ88

## Environmental and/or social characteristics

Does this financial product have a sustainable investment objective?

☒ ☒ ☐ Yes

☒ ☐ ☒ No

☐ It will make a minimum of **sustainable investments with an environmental objective**:

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

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

☐ It will make a minimum of **sustainable investments with a social objective**:

☒ It **promotes Environmental/Social (E/S) characteristics** and while it does not have as its objective a sustainable investment, it will have a minimum proportion of 20% of sustainable investments

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

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

☒ with a social objective

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



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

### Positive ESG risk and opportunity characteristics

The Sub-Fund invests in securities of companies or issuers exhibiting positive ESG risk and opportunity characteristics that meet a minimum threshold based on proprietary ESG score or third party ESG score. The ESG score considers a broad range of environmental, social and governance factors, such as climate, diversity and inclusion, board composition, disclosure, where appropriate. Each investment made by the Sub-Fund meets a minimum score on the Investment Manager's proprietary ESG scoring system or third party ESG score.

### ESG Exclusions

The Sub-Fund will not invest in activities that are considered to be harmful to society or the environment. The Sub-Fund screens out any issuers that are in breach of international standards and/or are operating in sectors deemed not complying with ESG principles.

No reference benchmark has been designated for the purpose of attaining the environmental or social characteristics.

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

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

### Positive ESG risk and opportunity characteristics

- % NAV providing environmental solutions
- % NAV providing circular economy solutions
- % NAV providing social inclusion
- % NAV providing better health
- Weighted Average Carbon Intensity
- % NAV with committed Science-Based Targets
- % NAV with ratified Science-Based Targets
- % NAV aligned to less than 1.5 degree pathway
- Average corporate ESG score (proprietary)
- % NAV below minimum corporate ESG score (proprietary)
- % NAV with a modern slavery policy
- % NAV board gender female +33%

### ESG Exclusions

- % NAV held in investments excluded by the Sub-Fund's ESG exclusions

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

To invest in companies that exhibit strong ESG characteristics expressed through a broad range of environmental, social and governance factors and/or their economic activities provide solutions in the areas of environment, circular economy, better health or social inclusion. The Investment Manager uses a series of proprietary tests based on available data to determine whether an investment makes positive contribution towards environmental or social objectives.

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

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

Before investment and at least annually during the holding period, a check is performed to validate that sustainable investments exclude economic activities that are deemed to cause harm to people and/or the environment. Further, fourteen mandatory and four optional Principal Adverse Impact (PAI) indicators from the Annex I of EU Commission Delegated Regulation 2022/1288 are considered to establish materiality of the PAI indicator to the potential investment to ascertain that investment does not cause significant harm. Do No Significant Harm test is embedded in the initial due diligence and periodic monitoring process.

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

Assessment of PAI indicators is performed before each investment to determine suitability for the Sub-Fund and at least annually during the holding period to inform areas for engagement with the issuers and determine appropriateness of investment classification as sustainable. Where data is available, quantitative assessment is performed. For the remainder of PAIs, qualitative analysis is used to evaluate the impact.

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

Due diligence performed before investment and annually during the holding period includes consideration of alignment with the UN Guiding Principles on Business and Human Rights. If a potential investment is assessed to be in breach of the UN Guiding Principles on Business and Human Rights or OECD Guidelines for Multinational Enterprises, it will not be acquired. For existing investments, the Investment Manager will engage with the issuer.

The EU Taxonomy sets out a "do no significant harm" principle by which Taxonomy-aligned investments should not significantly harm EU Taxonomy objectives and is accompanied by specific EU criteria.

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

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



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

- ☒ Yes, At the product level, the Sub-Fund considers principal adverse impacts through assessing and monitoring fourteen mandatory and four optional PAI indicators from the Annex I of EU Commission Delegated Regulation 2022/1288. Adverse impacts are considered for engagement with the issuers. PAI indicators are collected from issuers for each applicable reference period with use of a systematized process and a best effort basis.

Corporate mandatory indicators:

1. Greenhouse gas (GHG) emissions
2. Carbon footprint
3. GHG intensity of investee companies
4. Exposure to companies active in the fossil fuel sector
5. Share of non-renewable energy consumption and production
6. Energy consumption intensity per high impact climate sectors
7. Activities negatively affecting biodiversity-sensitive areas
8. Emissions to water
9. Hazardous waste and radioactive waste ratio
10. Violations of UNGC principles and OECD Guidelines for Multinational Enterprises
11. Lack of processes and compliance mechanisms to monitor compliance with UNGC principles and OECD Guidelines for Multinational Enterprises
12. Unadjusted gender pay gap
13. Board gender diversity
14. Exposure to controversial weapons

Corporate voluntary indicators:

- Investments in companies without carbon emission reduction initiatives
- Investments in companies without workplace accident prevention policies
- Lack of human rights policy
- Lack of anti-corruption and anti-bribery policies

The information on how principal adverse impacts on sustainability factors were considered will be available in the annual report of the Sub-Fund.

- ☐ No



## What investment strategy does this financial product follow?

The Sub-Fund invests across a wide universe of corporate credit including senior and junior syndicated loans, high yield bonds, mid-market direct lending and restructuring debt.

The Sub-Fund makes investments which exhibit positive ESG risk and opportunity characteristics. They are measured through proprietary analysis and/or with the use of third party ESG information.

Qualitative and quantitative analysis is combined to assess a company's ESG risk management and value-creation abilities. An in-house ESG scoring system is used, leaning on the Sustainability Accounting Standards Board's risk mapping framework and supplemented by the leveraged finance team's investment experience to identify material ESG risks to investigate. Climate-related risks are also assessed and the state of a company's target-setting will be an input to assessment. In addition, the leveraged finance team conducts an engagement program with borrowers and sponsors to attest to their governance models, their environmental and social operating guidelines and where appropriate, to engage on key issues such as climate, diversity and inclusion, single use plastic and lobby for greater disclosure of ESG issues. Specific ESG commentaries are incorporated in all credit papers prior to initial investment and are revisited regularly, including at each six-monthly review of the entire portfolio.

The Sub-Fund's non-financial analysis or rating apply to at least:

- 90% of debt securities and other types of instruments (including loans), and money market instruments with an investment grade credit rating; sovereign debt issued by developed countries;
- 75% of debt securities and other types of debt instruments (including loans), and money market instruments with a high yield credit

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

rating; sovereign debt issued by emerging market countries.

● **What are the binding elements of the investment strategy used to select the investments to attain each of the environmental or social characteristics promoted by this financial product?**

Subject to the point below, the Sub-Fund may not invest in assets which have an ESG score by the AIFM or its delegate of lower than 40. If no ESG score by the AIFM or its delegate is available, then the Sub-Fund may not invest in assets which have an ESG Rating from MSCI of below BB.

The Sub-Fund may invest up to 5% of its Net Asset Value in lower-rated assets or non-rated assets in respect of proprietary ESG score or third party ESG score where a demonstrable and monitored plan of action and engagement is to be pursued with a view to targeting a higher rating over time.

**ESG Exclusions**

The AIFM, or its delegate, acting on behalf of the Sub-Fund, may not make an investment in any company or corporate which, at the time of purchasing an asset, is within scope of the following:

- **Global Norms.** Companies assessed to be in violation of the United Nations Global Compact (UNGC) or the Organisation for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises. Companies assessed to be in violation mean companies that are found to be in severe, repeated and/or systemic breach of these rules.
- **Controversial Weapons.** Companies assessed to be involved in anti-personnel mines, cluster munitions, chemical and biological weapons, nuclear weapons outside the non-proliferation treaty, depleted uranium and white phosphorous munitions, blinding laser, non-detectable fragment weapons. A 0% revenue threshold for such companies is applied.
- **Thermal Coal.** Companies that engage in activities excluded under the Investment Manager's Thermal Coal Investment Policy. This includes public companies that are in scope of the policy, as well as, privately held companies that engage in such activities.
- **Unconventional Oil and Gas.** Companies that derive revenues from the unconventional extraction of oil and gas (defined as oil sands and Arctic drilling) are excluded. A 10% revenue threshold for such companies is applied.
- **Adult Entertainment.** Companies involved in the production and / or distribution of adult entertainment. A 10% revenue threshold for such companies is applied.
- **Gambling.** Companies involved in the provision of gambling-related services. A 10% revenue threshold for such companies is applied.
- **Tobacco.** Companies involved in the production and / or distribution of tobacco. A 5% revenue threshold for producers and a 10% revenue threshold for distributors (wholesale and retail) is applied.

After the purchase of an investment, the Investment Manager will continue to monitor the limits listed above but they may be exceeded for reasons beyond the control of the Investment Manager. If they are exceeded after purchase the Investment Manager will record such matters and adopt as a priority objective to resolve that situation, but it will not be considered a breach. The Investment Manager shall be under no obligation to dispose of the assets in the event that limits are infringed after the acquisition of an asset and may disregard them where it believes that to do so is in the best interests of the Shareholders but no further acquisitions of such asset will be made while the limits are infringed.

The investment restrictions applying to thermal coal, as set out in section of the Prospectus entitled The Investment Manager's Thermal Coal Investment Policy, apply to the Sub-Fund and may have an effect on the assets in which the Sub-Fund invests.

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

The Sub-Fund does not set a committed minimum rate to reduce the scope of the investments considered prior to the application of the investment strategy.

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

Good governance practices of investee companies are assessed prior to making an investment and monitored during the holding period as part of initial and periodic due diligence. Governance factors considered include, but are not limited to: sound management structures, employee relations, remuneration of staff and tax compliance. The Sub-Fund does not invest in issuers that do not pass good governance test performed as part of initial due diligence. Material governance issues arising from periodic due diligence are considered for engagement with issuers.

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





**Asset allocation** describes the share of investments in specific assets.

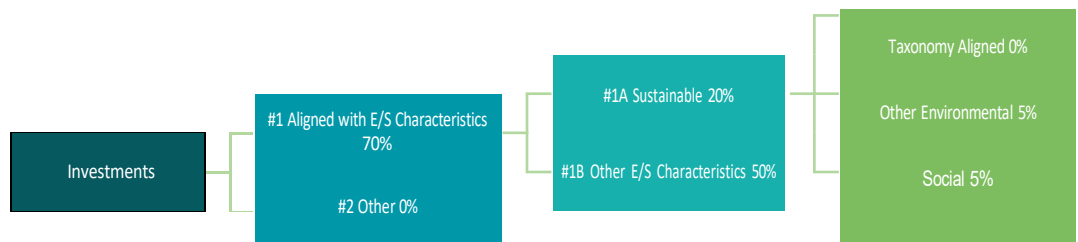
### What is the asset allocation planned for this financial product?

A minimum of 70% of the Sub-Fund's NAV are investments aligned to the environmental or social characteristics promoted. This includes a minimum of 20% of NAV in sustainable investments. A minimum of 5% of the NAV is aligned to the environmental objective and a minimum of 5% of the NAV is aligned to the social objective. The Sub-Fund's strategy assumes flexibility for the portfolio to have varying proportions of investments targeting environmental and social outcomes over time. A minimum of 0% (and a maximum of 30%) of the NAV are other investments not aligned to the environmental or social characteristics.

All asset allocations below are expressed as a % of Sub-Fund's NAV. They reflect planned asset allocation resulting from the commitments outlined in the paragraph above.

Taxonomy-aligned activities are expressed as a share of:

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



**#1 Aligned with E/S characteristics** includes the investments of the financial product used to attain the environmental or social characteristics promoted by the financial product.

**#2 Other** includes the remaining investments of the financial product which are neither aligned with the environmental or social characteristics, nor are qualified as sustainable investments.

The category **#1 Aligned with E/S characteristics** covers:

- The sub-category **#1A Sustainable** covers sustainable investments with environmental or social objectives.
- The sub-category **#1B Other E/S characteristics** covers investments aligned with the environmental or social characteristics that do not qualify as sustainable investments.

### How does the use of derivatives attain the environmental or social characteristics promoted by the financial product?

The Sub-Fund does not use derivatives to attain the environmental or social characteristics.



### To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

The Sub-Fund does not currently take into account the EU criteria for environmentally sustainable economic activities as defined in the Taxonomy Regulation. The Sub-Fund will not actively target investments in taxonomy aligned assets as part of its investment policy and, therefore, the Investment Manager expects that 0% of the Sub-Fund's investments will be aligned with the environmental objectives under the Taxonomy Regulation.

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

### Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?

☐

Yes:

☐

In fossil gas

☐

In nuclear energy

☒

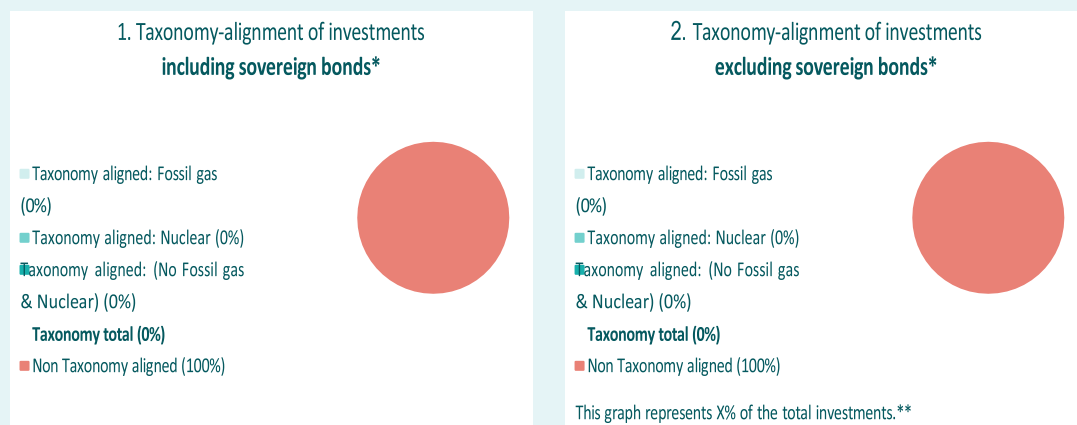
No

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective - see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

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

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

The two graphs below show the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the Taxonomy-alignment of sovereign bonds\*, the first graph shows the Taxonomy-alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy-alignment only in relation to the investments of the financial product other than sovereign bonds.



\* For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures.

\*\* As there is no Taxonomy-alignment, there is no impact on the graph if sovereign bonds are excluded (i.e. the percentage of Taxonomy-aligned investments remains 0%) and the Management Company therefore believes that there is no need to mention this information.

### ● What is the minimum share of investments in transitional and enabling activities?

The Sub-Fund does not set a minimum share of investments in transitional and enabling activities.

are sustainable investments with an environmental objective that **do not take into account the criteria** for environmentally sustainable economic activities under the EU Taxonomy



### What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

The minimum share of sustainable investments with an environmental objective is 5% of NAV. None of these assets are expected to be aligned to EU Taxonomy because the Sub-Fund does not currently take into account the EU criteria for environmentally sustainable economic activities as defined in the Taxonomy Regulation.



### What is the minimum share of socially sustainable investments?

The minimum share of socially sustainable investments is 5% of NAV.



### What investments are included under “#2 Other”, what is their purpose and are there any minimum environmental or social safeguards?

Investments included in “#2 Other” consist of cash and cash equivalents, investments held for hedging or liquidity purposes, investments for diversification purposes or investments for which there is insufficient data. For investments for which there is insufficient data and investments for diversification purposes, minimum safeguards comprise of exclusion of the companies that are assessed to be in breach of the UN Guiding Principles on Business and Human Rights or OECD Guidelines for Multinational Enterprises. For other ancillary assets (i.e. cash, cash equivalents and hedging instruments) no minimum environmental or social safeguards have been put in place.



**Is a specific index designated as a reference benchmark to determine whether this financial product is aligned with the environmental and/or social characteristics that it promotes?**

No reference benchmark has been designated to determine whether this Sub-Fund is aligned with the environmental and social characteristics that it promotes.

● **How is the reference benchmark continuously aligned with each of the environmental or social characteristics promoted by the financial product?**

Not applicable.

● **How is the alignment of the investment strategy with the methodology of the index ensured on a continuous basis?**

Not applicable.

● **How does the designated index differ from a relevant broad market index?**

Not applicable.

● **Where can the methodology used for the calculation of the designated index be found?**

Not applicable.



**Where can I find more product specific information online?**

More product-specific information can be found on the website:

[www.mandg.com/investments/institutional/en-global/sustainability-related-disclosures](http://www.mandg.com/investments/institutional/en-global/sustainability-related-disclosures)

**Reference benchmarks** are indexes to measure whether the financial product attains the environmental or social characteristics that they promote.