E d R F U N D I I

An Investment Company with Variable Capital (*société d'investissement à capital variable*, SICAV) with multiple Sub-Funds under the laws of Luxembourg

PROSPECTUS

25 February 2021

VISA 2021/163123-11623-0-PC
L'apposition du visa ne peut en aucun cas servir d'argument de publicité
Luxembourg, le 2021-03-04
Commission de Surveillance du Secteur Financier

TABLE OF CONTENTS

1.	**GENERAL DEFINITIONS**		**5**
2.	**INTRODUCTION**		**12**
3.	**ADMINISTRATION OF THE COMPANY**		**14**
4.	**THE COMPANY**		**16**
	4.1	GENERAL INFORMATION	16
	4.2	SHARE CAPITAL	16
	4.3	DISSOLUTION OF THE COMPANY	16
	4.4	MERGER OR LIQUIDATION OF THE SUB-FUNDS OR CLASSES OR SUB-CLASSES	16
	4.5	COMPARTMENTALISED ASSETS AND LIABILITIES	17
	4.6	CONFLICTS OF INTEREST	17
5.	**INVESTMENT RESTRICTIONS**		**19**
6.	**CO-MANAGEMENT AND POOLING**		**27**
7.	**SPECIAL CONSIDERATIONS ON THE RISKS**		**28**
	7.1	GENERAL	28
	7.2	INVESTMENT OBJECTIVE	28
	7.3	CURRENCY HEDGED SUB-CLASS	28
	7.4	INVESTOR PROFILE	28
	7.5	SUSPENSION OF SHARE DEALINGS	28
	7.6	DIVIDENDS	28
	7.7	WARRANTS	29
	7.8	INVESTMENTS IN EMERGING AND LESS DEVELOPED MARKETS	29
	7.9	INVESTMENTS IN SMALL AND MEDIUM ENTERPRISES	30
	7.10	INVESTMENTS IN SPECIFIC SECTORS	30
	7.11	USE OF EPM TECHNIQUES	30
	7.12	USE OF FINANCIAL DERIVATIVE INSTRUMENTS	31
	7.13	INVESTMENTS IN TECHNOLOGY RELATED COMPANIES	33
	7.14	INVESTMENTS IN CONCENTRATED PORTFOLIOS	33
	7.15	INVESTMENTS IN CONVERTIBLE SECURITIES	33
	7.16	INVESTMENT IN CONTINGENT CONVERTIBLE BONDS	33
	7.17	INVESTMENTS IN UCITS AND OTHER INVESTMENT FUNDS	34
	7.18	INVESTMENTS IN DEBT SECURITIES	34
	7.19	STRUCTURED PRODUCTS	36
	7.20	INVESTMENTS IN CHINA	36
	7.21	INVESTMENTS IN RUSSIA	37
	7.22	INVESTMENTS IN REAL ESTATE	37
	7.23	DEPOSITORY RECEIPTS	37
	7.24	LISTING	37
8.	**MANAGEMENT COMPANY**		**39**
9.	**GLOBAL DISTRIBUTOR**		**41**
10.	**INVESTMENT MANAGER**		**42**
11.	**DEPOSITARY AND DOMICILIARY AGENT**		**43**
12.	**SHARES**		**45**
13.	**DEFINITION AND CALCULATION OF THE NET ASSET VALUE**		**46**
14.	**SUSPENSION OF THE CALCULATION OF THE NET ASSETS VALUE AND OF THE ISSUE, REDEMPTION, AND CONVERSION OF THE SHARES**		**49**
15.	**ISSUE AND DELIVERY OF SHARES**		**50**
	15.1	GENERAL	50
	15.2	INITIAL SUBSCRIPTIONS	50
	15.3	ONGOING SUBSCRIPTIONS	50
	15.4	RESTRICTIONS ON THE ACQUISITION AND HOLDING OF SHARES AND ANTI-MONEY LAUNDERING MEASURES	51

15.5 RESTRICTIONS ON THE ACQUISITION OF SHARES IN RESPECT OF THE FIGHT AGAINST THE PRACTICE AND TECHNIQUES OF LATE TRADING AND MARKET TIMING 51
15.6 RESTRICTIONS ON THE ACQUISITION OF SHARES LINKED TO THE VERIFICATION OF THE QUALIFICATION OF INSTITUTIONAL INVESTORS 51
15.7 SALE OF SHARES IN FOREIGN COUNTRIES 52
15.8 NOTE TO US PERSONS 52
15.9 WITHDRAWAL OF REQUESTS FOR SUBSCRIPTION 52
16. REDEMPTION OF SHARES 53
17. SHARE CONVERSION 55
17.1 GENERAL 55
17.2 TYPES OF SHARE CONVERSION 55
17.3 LIMITATIONS APPLIED TO CONVERSIONS 55
17.4 TERMS AND CONDITIONS FOR CONVERSIONS 55
17.5 FORMULA ON THE BASIS OF WHICH A SHARE CONVERSION IS EFFECTED 56
17.6 CONVERSION FEE 56
17.7 WITHDRAWAL OF REQUESTS FOR CONVERSION 56
18. PRICE ADJUSTEMENT POLICY 57
19. FEES AND EXPENSES 58
19.1 FEES 58
19.1.1 Global management fee 58
19.1.2 Performance and outperformance fees 58
19.1.3 Disclosures relating to the Benchmark Regulation 58
19.1.4 Retrocession fee arrangements 58
19.1.5 Remuneration of the Depositary and of the Management Company in relation to the administrative function 58
19.2 EXPENSES 58
20. FINANCIAL YEAR 60
21. PERIODIC REPORTS 61
22. GENERAL SHAREHOLDERS' MEETINGS 62
23. DISTRIBUTION OF DIVIDENDS 63
24. TAX TREATMENT 64
24.1 TAXATION OF THE COMPANY 64
24.2 TAXATION OF THE SHAREHOLDERS 64
24.3 FATCA 64
24.4 EXCHANGE OF INFORMATION FOR TAX PURPOSES 65
25. DATA PROTECTION 66
25.1 CATEGORIES OF PERSONAL DATA PROCESSED 66
25.2 PURPOSES OF THE PROCESSING 66
25.2.1 For the performance of the contract to which the investor is a party or in order to take steps at the investor's request before entering into a contract 66
25.2.2 For compliance with legal and/or regulatory obligations 66
25.2.3 For the purposes of the legitimate interests pursued by the Company 66
25.2.4 For any other specific purpose to which the Data Subject has consented 66
25.3 DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES 67
25.4 RIGHTS OF THE DATA SUBJECTS IN RELATION TO THE PERSONAL DATA 67
25.5 INFORMATION ON DATA SUBJECTS OF INDIVIDUALS RELATED TO THE INVESTOR 67
25.6 DATA RETENTION **PERIOD** 68
25.7 RECORDING OF TELEPHONE **CONVERSATIONS** 68
26. DISCLOSURE OF IDENTITY 69
27. INFORMATION TO SHAREHOLDERS 70
27.1 NET ASSET VALUE 70
27.2 OTHER PUBLICATIONS 70
28. DOCUMENTS AVAILABLE TO THE PUBLIC 71

29. DATA SHEETS OF THE SUB-FUNDS **72**
EdR FUND II – Income 2024 73
EdR FUND II – NEXT 76

****

1. GENERAL DEFINITIONS

"Absolute VaR Approach"

Designates a method for the calculation of global risk as specified in the applicable legislation and regulations, including without limitation Circular 11/512.

"Accumulation Class"

Refers to a Class for which it is not intended to make distributions, as set out in the relevant Data Sheet.

"AEOI"

Means the OECD's global standard on automatic exchange of information.

"Ancillary"

When this term is employed to define the investment policy of a Sub-Fund, it refers to up to 49% of the net assets of the Sub-Fund in question.

"Articles"

Designates the articles of incorporation of the Company, as these may be amended from time to time.

"Asean Countries"

Designates the members of the Association of Southeast Asian Nations and includes the following list of countries, as may be amended from time to time: Brunei Darussalam, Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, Thailand and Vietnam.

"AUD"

Means the Australian dollar.

"Benchmark Regulation"

Means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014.

"Board"

Designates the board of directors of the Company.

"Business Day"

Unless otherwise defined in respect of a specific Sub-Fund in the relevant Data Sheet, a day on which banks are generally open for business in Luxembourg during the whole day (excluding Saturdays and Sundays and public holidays).

"Chapter"

Refers to a chapter of this Prospectus.

"CHF"

Means the Swiss Franc.

"China A Shares" and **"China B Shares"**

Most companies listed on Chinese stock exchanges offer two different share classes: China A Shares and China B Shares. China A Shares are traded in Renminbi on the Shanghai and Shenzhen stock exchanges by companies incorporated in mainland China and may only be purchased by Chinese domestic investors and Qualified Foreign Institutional Investors. China B Shares are quoted in foreign currencies (such as the USD) on the Shanghai and Shenzhen stock exchanges and are open to both domestic and foreign investments.

"Circular 04/146"

Designates the CSSF circular 04/146 on the protection of UCIs and their investors against Late Trading and Market Timing practices.

"Circular 18/698"

Designates the CSSF circular 18/698 on the authorisation and organisation of Luxembourg investment fund managers.

"Circular 11/512"

Designates the CSSF circular 11/512 on the presentation of the main regulatory changes in risk management following the publication of CSSF Regulation 10-4 and ESMA clarifications.

"Class"

Designates one or several classes of shares issued by a Sub-Fund in which the assets are to be invested collectively in accordance with the investment policy of the Sub-Fund concerned.

"Closed-Ended Investment Fund"

Designates a closed-ended Investment Fund quoted on a stock exchange or traded on a Regulated Market, the units or shares of which are considered to be similar to any other Transferable Security.

"Company"

EdR FUND II.

"Commitment Approach"

Designates a method for the calculation of global risk as specified in the applicable legislation and regulations, including without limitation Circular 11/512.

"Contingent Convertible Bonds" or "CoCos"

Refers to subordinated contingent capital securities, instruments issued by banking/insurance institutions to increase their capital buffers in the framework of new banking/insurance regulations. Under the terms of a Contingent Convertible Bond, certain triggering events (such as a decrease of the issuer's capital ratio below a certain threshold or a decision of the issuer's regulatory authority) could cause the permanent write-down to zero of principal investment and/or accrued interest, or a conversion to equity.

"Convertible Bonds"

Refers to a bond which gives the holder the option to convert the bond into shares of the issuer.

"Counterparty Risk Limit"

Refers to the counterparty risk limitations applicable to the Company in the context of the use of OTC Derivatives and EPM Techniques described in Chapter 5. "Investment restrictions", section D.(17).

"CSSF"

Designates the *Commission de Surveillance du Secteur Financier*, the Luxembourg regulatory authority for the financial sector.

"CRS"

Designates the standard for automatic exchange of financial account information developed by the OECD (commonly referred to as the "Common Reporting Standard" or "AEOI"), as implemented in any relevant jurisdiction in accordance with bilateral or multilateral agreements (including competent authority agreements) or pursuant to Council Directive 2014/107/EU of 9 December 2014 amending Council Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation.

"Data Sheet"

Designates each and every supplement to this Prospectus describing the specific features of a Sub-Fund. Each such supplement is to be regarded as an integral part of the Prospectus.

"Debt securities"

Designates all types of bonds, with fixed, variable, revisable, floating, minimal, maximal, indexed or zero coupons, including convertible, exchangeable, or option bonds, and all other similar debt securities.

"Distressed Securities"

Designates debt instruments that (i) are officially in restructuring or in payment default and (ii) that carry a credit rating lower than CCC- (according to Standard & Poor's, or an equivalent rating assigned by another independent agency, or as deemed equivalent by the Investment Manager).

"Directive 2009/65/EC"

Designates 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).

"Distribution Class"

Refers to a Class for which it is intended to make distributions. In accordance with the principle set out in the Articles, Distribution Classes will, unless otherwise set out in the relevant Data Sheet, distribute on an annual basis all revenues generated over the period, net of all fees. Distribution Classes which, according to the relevant Data Sheet, will distribute all or part of their revenues generated annually derogate from the principle set out in the Articles.

"EEA"

Designates the European Economic Area.

"€" or "EUR"

Means the Euro.

"Eligible State"

Means any OECD Member State, and any other state which the Board deems appropriate with regard to the investment objectives of each Sub-Fund. Eligible States include in this category countries in Africa, the Americas, Asia, Australasia and Europe.

"Emerging Markets" or "Emerging Countries"

Refers to less developed countries with strong potential for growth. These countries generally have a smaller Gross National Product and are located in geographical regions such as Asia, East Europe and Latin America. BRIC countries (Brazil, Russia, India and China) are included in this definition.

"EPM Techniques"

Refers to (reverse) repurchase transactions or securities lending transactions as more fully described in Chapter 5, section D.

"ESMA"

Designates the European Securities and Markets Authority, an independent EU Authority that contributes to safeguarding the stability of the European Union's financial system by ensuring the integrity, transparency, efficiency and orderly functioning of securities markets, as well as enhancing investor protection.

"ESMA Guidelines 2014/937"

Refers to the ESMA Guidelines 2014/937 of 1 August 2014 on ETFs and other UCITS issues.

"ESMA Opinion 34-43-296"

Refers to the opinion ESMA34-43-296 of the ESMA dated 30 January 2017 on UCITS Share Classes.

"EU" or **"European Union'**

Designates the European Union.

"EU Member State"

Designates a Member State of the EU.

"Euro zone"

Means the zone including all European Union states participating in the Economic and Monetary Union.

"Exchangeable Bonds"

Refers to a bond which gives the holder the option to exchange the bond for the stock of a company other than the issuer.

"FATCA"

Refers to the Foreign Account Tax Compliance Act, American legislation embedded in the Hiring Incentives to Restore Employment Act of 2010 along with any legislation or regulations under US or Luxembourg law that aim to implement said legislation.

"FATF"

Designates the Financial Action Task Force (also referred to as *Groupe d'Action Financière Internationale* "GAFI"). The FATF is an inter-governmental body whose purpose is the development and promotion of national and international policies to combat money laundering and terrorist financing.

"Financial Year"

Refers to the financial year of the Company, which ends on 31 December each year.

"General Meeting"

Refers to the general meeting of shareholders of the Company, or, where the context so requires, the General Meeting of a Sub-Fund, Class or Sub-Class.

"Group of Companies"

Designates the companies which belong to one and the same group, when under the terms of Council Directive 83/349/EEC of 13 June 1983 on consolidated accounts, as amended, or in accordance with recognised international accounting principles, must draw up consolidated accounts.

"ILS"

Means the Israeli Shekel.

"Initial Marketing and Distribution Fee"

Has the meaning given to such term in the relevant Data Sheet.

"Initial Sub-Fund"

Means EdR Fund II – Income 2024.

“Institutional Investor”

Refers to an investor who is an institutional investor within the meaning of article 174 of the 2010 Act, which currently includes (i) credit institutions and other financial sector professionals, including credit institutions and other financial sector professionals subscribing shares in their own name but on behalf of clients in the context of a discretionary management mandate where the clients of the credit institution or other financial sector professional have no direct claims against the Company; (ii) insurance and reinsurance undertakings, including insurance undertakings subscribing shares in the context of a unit-linked insurance policy where the beneficiaries of the insurance policy have no direct claims against the Company; (iii) social security institutions and pension funds; (iv) industrial and financial groups, and structures put in place by an industrial or financial group for the purpose of managing substantial amounts of assets; (v) public local authorities, such as regions, provinces, cantons, cities and municipalities, investing their own funds; and (vi) undertakings for collective investment.

“Investment Fund” – “Undertakings for Collective Investment” or “UCI”

Means an undertaking for collective investment within the meaning of article 1, paragraph (2), points a) and b) of the Directive 2009/65/EC, whether situated in a EU Member State or not, provided that: (i) such UCI is authorised under laws which provide that it is subject to supervision that is considered by the CSSF to be equivalent to that laid down in EU law, and that cooperation between authorities is sufficiently ensured; (ii) the level of protection for investors in such UCI is equivalent to that provided for investors in a UCITS, and in particular that the rules on asset segregation, borrowing, lending, and uncovered sales of Transferable Securities and Money Market Instruments are equivalent to the requirements of the Directive 2009/65/EC; and (iii) the business of such UCI is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.

“Investor(s)”

Means a subscriber of Shares.

“KIID”

Refers to the key investor information document. The Management Company draws the attention of investors to the fact that before subscribing to any Shares, investors may consult the key investor information for the Share Classes, available from the website www.edmond-de-rothschild.com, section «Institutional & Fund Services», directory «FUND CENTER». A paper copy of the key investor information may also be obtained free of charge from the registered office of the Management Company, the Global Distributor or from intermediaries who are part of the distribution network.

“KRW”

Means the South Korean Won.

“£” or “GBP”

Means the Pound Sterling.

“Late Trading”

Designates the technique as provided under the Circular 04/146 which consists of accepting a subscription order, a conversion order, or a redemption order after the deadline for orders on the day in question, and the execution of that order at the price based upon the Net Asset Value applicable on that day.

“Law of 10 August 1915”

Designates the law of 10 August 1915 on commercial companies, as amended from time to time.

“Law of 17 December 2010”

Designates the law of 17 December 2010 on undertakings for collective investment, as amended from time to time.

“LIBOR”

Designates the London Interbank Offered Rate. LIBOR refers to the rate of interest at which banks borrow funds, in marketable size, from other banks in the London interbank market.

“Luxembourg Investment Fund”

Luxembourg Investment Fund approved by the CSSF.

“Liquid Assets”

Liquid assets include not only cash and short term bank certificates, Money Markets Funds but also money market instruments as defined in Directive 2009/65/EC. A letter of credit or a guarantee at first-demand given by a first class credit institution not affiliated with the counterparty is considered as equivalent to liquid assets.

“Main Investment Currency(ies)”

The main curreny(cies) in which the investments of a Sub-Fund are made.

“Management Company”

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (LUXEMBOURG).

"Market Timing"

Designates any market timing practice within the meaning of the Circular 04/146, i.e., an arbitrage method whereby an investor systematically purchases and redeems or converts the Shares within a short period of time to take advantage of time differences and/or imperfections or deficiencies in the system for determining the Net Asset Value.

"Maturity Date"

Designates the date indicated in the relevant Data Sheet on which the outstanding Shares will be redeemed, the Sub-Fund being thereafter liquidated. Unless a Maturity Date has been set in the relevant Data Sheet, Sub-Funds will have no Maturity Date.

"Memorial"

Refers to the Memorial C, *Recueil des Sociétés et Associations* or *Recueil Electronique des Sociétés et Associations*, as the case may be.

"Modified Duration"

Has the meaning set out in Chapter 7.19.

"Monetary Papers"

Means generally securities with a short maturity.

"**Money Market Funds"**

Designates Investment Funds which are authorised as money market funds under Regulation 2017/1131 of the European Parliament and of the Council of 14 June 2017 on money market funds. .

"Money Market Instruments"

Designates instruments normally traded on the money market, which are liquid and the value of which may be accurately determined at any time.

"Net Asset Value" or "NAV"

Designates all of the net assets of a Sub-Fund, with respect to any Class or Sub-Class, calculated in accordance with the terms and conditions of this Prospectus.

"OECD"

Designates the Organisation for Economic Cooperation and Development.

"OECD Member State"

Designates a Member State of the OECD.

"Open-Ended Investment Fund"

Refers to an Investment Fund in which the units or shares are redeemed directly or indirectly at the request of the holders of the units or shares at the expense of the assets of such Investment Funds and which may be traded at least every quarter. Actions taken by an Investment Fund to ensure that the stock exchange value of its units or shares does not significantly vary from their net asset value shall be regarded as equivalent to any such repurchase.

"OTC Derivatives"

Has the meaning set out in Chapter 5, section A(7).

"Other Regulated Market"

Refers to a regulated market which operates regularly which is recognised and open to the public, that is to say (i) a market which meets the following cumulative criteria: liquid; multi-lateral order matching (general matching of purchases and sales which makes it possible to establish a single price); and transparency (distribution of all transaction information which allows market participants to follow the developments of the market in order to ensure that their orders have been properly executed under the correct conditions); (ii) in which the securities are traded regularly; (iii) which is recognised by a State or by a public authority which enjoys the delegated power of that State, or by another entity such as a professional association recognised by that State or by that public authority; and (iv) in which the securities traded therein are accessible to the public.

"Principally"

When this term is employed to define the investment policy of a Sub-Fund, it refers to more than 50% of the net assets of the Sub-Fund in question.

"Processor"

Means an entity (such as the Management Company or its sub-contractor) to which the processing of personal data may be sub-contracted by the Company.

"Prospectus"

The prospectus of the Company, as amended from time to time.

"Regulated Market"

Designates a regulated market as defined in the Council Directive 2004/39/EEC dated 21 April 2004 on markets in financial instruments or any other market established in the EEA which is regulated, operates regularly and is recognised and open to the public.

"Relative VaR Approach"

Designates a method for the calculation of global risk as specified in the applicable legislation and regulations, including without limitation Circular 11/512.

"RMB"

Designates the official currency of the People's Republic of China – to be read as a reference to offshore Renminbi.

"$" or "USD"

Means the United States Dollar.

"Securities financing transaction" or "SFT"

Means (i) a repurchase transaction; (ii) securities lending and securities borrowing; (iii) a buy-sell back transaction or sell-buy back transaction or (iv) a margin lending transaction as defined under the SFTR.

"SEK"

Means the Swedish Krona

"SFT Agent"

Means any person involved in SFT as agent, broker, collateral agent or service provider and that is paid fees, commissions, costs or expenses out of Company's assets or any Sub-Fund's assets (which can be the counterparty of the Sub-Fund in an SFT).

"SFTR"

Means 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.

"Shares"

Designates the shares of EdR Fund II.

"shares"

Also includes dividend vouchers and profit sharing vouchers when a Sub-Fund invests in shares within its investment policy.

"Sub-Class or Sub-Classes"

Designates the Classes issued by each Sub-Fund may be sub-divided into sub-classes of Shares, each of which may have a different valuation currency.

"Sub-Fund"

Designates a separate portfolio of assets and liabilities of the Company with a specific investment policy as described in the relevant Data Sheet.

"Sub-Transfer Agent"

CACEIS Bank, Luxembourg Branch.

"Sustainability Risk"

Mans an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment and potentially a total loss of its value and therefore an impact on the Net Asset Value of the concerned Sub-fund.

"Synthetic Convertible Bonds"

Refers to a transaction whereby the Investment Manager reproduces the pay-off of a Convertible Bond by buying a fixed income bond and a call option.

"Transfer Agent"

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (LUXEMBOURG).

"Transferable Securities"

Designates:

- shares and other securities similar to shares;
- bonds and other debt securities;
- all other traded securities which give the right to acquire such securities by subscription or exchange, including units or shares of Closed-Ended Investment Funds;

but excluding techniques and instruments considered under Article 42 of the Law of 17 December 2010.

"TRS"

Means total return swap, i.e., a derivative contract as defined in point (7) of Article 2 of Regulation (EU) No 648/2012 in which one counterparty transfers the total economic performance, including income from interest and fees, gains and losses from price movements, and credit losses, of a reference obligation to another counterparty.

"UCITS"

Refers to Investment Funds compliant with Directive 2009/65/EC.

"UCITS-CDR"

Refers to the Commission Delegated Regulation of 17 December 2015 supplementing Directive 2009/65/EC with regard to obligations of depositaries.

"UK" or **"United Kingdom"**

Refers to the United Kingdom of Great Britain and Northern Ireland.

"US Person"

Designates a person that is a US person for purposes of Regulation S under the US Securities Act and CFTC Rule 4.7 or a US resident within the meaning of the Investment Company Act, which includes any natural person who is a resident of the United States, any partnership or corporation organised or incorporated under the laws of the United States, any estate of which any executor or administrator is a US person and the income of such estate is subject to United States income tax regardless of source, any trust of which any trustee is a US person and the income of such trust is subject to United States income tax regardless of source and any other US person that is a US person or US resident for purposes of Regulation S under the US Securities Act, the Investment Company Act and CFTC Rule 4.7.

"Valuation Currency"

The currency in which the Net Asset Value of a Class or Sub-Class of any Sub-Fund is expressed (accounting unit).

"Valuation Day"

Designates the day in respect of which the Net Asset Value of the Shares of any Sub-Fund is calculated for any Class or Sub-Class, respectively.

"¥" or "JPY"

Means the Japanese Yen.

All references herein to time are to Luxembourg time unless otherwise indicated.

Words importing the singular shall, where the context permits, include the plural and vice versa.

2. INTRODUCTION

EdR FUND II is an open-ended investment company with variable capital organised with multiple sub-funds and incorporated as a limited liability company under the laws of the Grand Duchy of Luxembourg.

The Company is registered on the official list of undertakings for collective investments under Part I of the Law of 17 December 2010. Such registration may not be interpreted as a positive evaluation made by any regulatory authority as to the contents of this Prospectus or the quality of the Shares offered and assets held by the Company.

The Company's objective is to provide investors with an investment opportunity in a range of Sub-Funds whose portfolios are made up of holdings in eligible assets, including shares and units of Investment Funds, equities, bonds and derivatives, following the specific investment policy and strategy of each of the Sub-Funds on offer from time to time within the Company, in order to achieve a performance which meets the expectations of the investors.

This Prospectus and the KIID(s) do not constitute an offer of or invitation or solicitation to subscribe for or acquire any Shares in any country or in any circumstances in which such offer or solicitation is not authorised, permitted or would be unlawful under applicable local law.

Potential subscribers of shares issued by the Company in any of the Sub-Funds are invited to inform themselves personally and to seek the advice of their bankers, broker, or their legal, accounting, or tax adviser, in order to be fully informed of the potential legal, administrative, or tax consequences, or potential requirements applicable under all applicable laws and regulations in any relevant jurisdiction in the context of and in relation to the subscription, holding, redemption, conversion, or transfer of Shares.

Shares in the Company are offered on the basis of the information and the representations contained in the current Prospectus accompanied by the KIID(s), the latest annual report and semi-annual report, if published after the latest annual report, as well as the documents mentioned herein which may be inspected by the public at the registered offices of the Company at 4 Rue Robert Stumper, L-2557 Luxembourg. These documents constitute an integral part of this Prospectus. The information in this Prospectus is subject to change. Neither the distribution of the Prospectus, or the offer, issue or sale of shares constitutes a guarantee of information contained in the Prospectus after the date of this document. Subscribers should enquire whether a more recent Prospectus may have been published.

The Board has taken all reasonable steps to ensure that the information contained in this Prospectus is, to the best of the Board's knowledge, substantially correct and that no important information has been omitted which may make misleading any statement herein at the date indicated on this Prospectus. The Board may be held liable for the accuracy of the information contained in this Prospectus as at the date of publication.

The Company draws the attention of investors to the fact that no investor will be able to exercise their rights as an investor directly against the Company, in particular the right to take part in General Meetings, unless the investors themselves appear in their own name in the register of shareholders. Investors investing in the Company through nominees or any other intermediary investing in its own name in the Company in their name but for the account of the (undisclosed) investor, will not necessarily be in a position to exercise directly their rights as investor in the Company. Investors should inform themselves about their rights when investing through intermediaries and nominees.

NOTICE IN RELATION TO THE UNITED STATES OF AMERICA

The Company and its shares have not been registered with the Securities and Exchange Commission in the United States and the Company will not submit any application for authorisation to offer or sell its shares to the general public under the terms of the U.S. Securities Act of 1933. The Company is not, and will not be, registered under the terms of the U.S. Investment Company Act of 1940, as amended.

This Prospectus may not be distributed and the Shares may not be offered in the United States of America or in any of its territories, possessions or regions subject to its jurisdiction.

Shares in the Company cannot and will not be offered for sale, sold, transferred or issued to investors who qualify as US citizens or US persons, except in connection with transactions that comply with the applicable laws.

For some Sub-Funds, the Company may either subscribe to classes of shares of target funds likely to participate in offerings of US new issue equity securities (**US IPOs**) or directly participate in US IPOs. The Financial Industry Regulatory Authority (**FINRA**), pursuant to FINRA rules 5130 and 5131 (the **Rules**), has established prohibitions concerning the eligibility of certain persons to participate in US IPOs where the beneficial owner(s) of such accounts are financial services industry professionals (including, among other things, an owner or employee of a FINRA member firm or money manager) (a **restricted person**), or an executive officer or director of a U.S. or non-U.S. company potentially doing business with a FINRA member firm (a **covered person**).

Except as provided below, no Shares will be offered to US persons. For the purposes of this Prospectus, the term "US person" specifically (but not exclusively) refers to any person (including a partnership, corporation, limited liability company or similar entity) who is a citizen or resident of the United States of America or is organised or incorporated pursuant to the laws of the United States of America, or is qualified as a "US citizen" or a "US person" pursuant to the US Securities Act or a "specified US person" under FATCA. The decision to offer Shares to a US person will be made at the sole discretion of the Board. These restrictions also apply to any transfer of Shares subsequently made to the United States or in favour of a US person.

Any Investor that may become a US Person may be subject to withholding tax and be obliged to make a tax declaration in the United States.

PROHIBITED SECURITIES

In accordance with the Luxembourg law of 4 June 2009 ratifying the Oslo Convention of 3 December 2008 relating to cluster munition and the Edmond de Rothschild Group policy, the Company will not invest in the securities of companies that are involved directly and indirectly in the use, development, manufacturing, stockpiling, transfer or trade of cluster munitions and/or anti-personnel mines. As this policy aims to prohibit investment in certain types of securities, investors should be aware that this reduces the investment universe and prevents the Sub-Funds from benefitting from any potential returns from these companies.

PRESCRIPTION

The claims of the Company against the Board lapse five (5) years after the date of the event which gave rise to the rights claimed.

LANGUAGE

The official language of this Prospectus is the English language. Translations of the Prospectus into the languages of the countries in which the Shares of the Company are offered and sold may be available. In case of divergences between the English version and a translated version of the Prospectus, the English version will prevail.

****

3. ADMINISTRATION OF THE COMPANY

REGISTERED OFFICE	**EdR FUND II** 4 Rue Robert Stumper L-2557 Luxembourg
BOARD OF DIRECTORS	Mr **Flavien Duval**, Director and Chairman of the Board Chief Administrative Officer d'Edmond de Rothschild Asset Management, and Member of the Executive Board of Edmond de Rothschild Asset Management (France) 47 Rue du Faubourg Saint Honoré F-75008 Paris Mr **Raphaël Bellaiche**, Director Head of Product Management of Edmond de Rothschild Asset Management (France) 47 Rue du Faubourg Saint Honoré F-75008 Paris Mr **Guy Verhoustraeten**, Director Member of the Executive Committee of Edmond de Rothschild Asset Management (Luxembourg) 4 Rue Robert Stumper L-2557 Luxembourg Mr **Serge Weyland**, Director Chief Executive Officer of Edmond de Rothschild Asset Management (Luxembourg) 4 Rue Robert Stumper L-2557 Luxembourg
MANAGEMENT COMPANY AND CENTRAL ADMINISTRATION (INCLUDING TRANSFER AGENT)	**EDMOND DE ROTHSCHILD ASSET MANAGEMENT (LUXEMBOURG)** 4 Rue Robert Stumper L-2557 Luxembourg
STATUTORY AUDITORS	**DELOITTE AUDIT** 560 Rue de Neudorf L-2220 Luxembourg
DEPOSITARY AND DOMICILIARY AGENT	**EDMOND DE ROTHSCHILD (EUROPE)** 4 Rue Robert Stumper L-2557 Luxembourg
INVESTMENT MANAGER	**EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)** 47 Rue du Faubourg Saint Honoré F-75008 Paris
GLOBAL DISTRIBUTOR	**EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)**

	47 Rue du Faubourg Saint Honoré F-75008 Paris
SUB-TRANSFER AGENT	**CACEIS Bank, Luxembourg Branch** 5 Allée Scheffer L-2520 Luxembourg (The Sub-Transfer Agent is entitled to receive subscription/redemption orders for distributors previously agreed upon by the Management Company or the Global Distributor, aiming to facilitate the order processing of distributors in other time zone than the Company.)
LEGAL ADVISER	**ALLEN & OVERY SOCIETE EN COMMANDITE SIMPLE** 5 Avenue J.F. Kennedy L-1855 Luxembourg

****

4. THE COMPANY

4.1 GENERAL INFORMATION

EdR FUND II is an investment company with variable capital (SICAV) with multiple sub-funds formed as a limited liability company under the Law of 10 August 1915 and authorised pursuant to Part I of the Law of 17 December 2010. EdR FUND II has appointed EDMOND DE ROTHSCHILD ASSET MANAGEMENT (LUXEMBOURG) as its management company in accordance with Chapter 15 of the Law of 17 December 2010.

The Company was incorporated on 8 May 2018 for an unlimited duration and is registered with the Registry of Trade and Companies in Luxembourg under number B224156.

The registered office of the Company is established at 4 Rue Robert Stumper, L-2557 Luxembourg.

The capital of the Company comprises different categories of shares each corresponding to a distinct Sub-Fund consisting of securities and other investments, including cash and cash equivalents, managed in accordance with the rules set out in the specific Data Sheets for each Sub-Fund which are to be found in Chapter 29.

The Company is comprised of the Sub-Funds specified in Chapter 29.

The Board reserves the right to launch other Sub-Funds at a later date and to set their terms and conditions, in which case this Prospectus will be updated. Similarly, the Board may decide to close any Sub-Fund, or propose to the shareholders in any Sub-Fund that it should be closed, provided that the Board reserves the right to reopen any such a Sub-Fund at a later date in which case this Prospectus will be updated.

4.2 SHARE CAPITAL

The share capital of the Company shall at all times be equal to the value of its net assets and shall be equal to the sum of the net assets of all of the Sub-Funds converted into Euros on the basis of the most recent known exchange rates. It is represented by registered Shares in the Company, all of which have been entirely paid up with no par value.

The minimum share capital of the Company is EUR 1,250,000.

The Company's share capital is automatically adjusted when additional shares are issued or outstanding shares are redeemed, and no special announcements or publicity are necessary in relation thereto.

The Company may at any time issue additional shares at a price to be determined in accordance with the provisions of Chapter 15 without pre-emptive subscription rights for existing shareholders.

4.3 DISSOLUTION OF THE COMPANY

The Company may be dissolved by a decision of the General Meeting in accordance with the quorum and majority requirements set out in the Law of 10 August 1915 for amendments to the Articles.

If the share capital is lower than two thirds of the minimum capital provided under the law, a General Meeting shall be held within forty (40) days of discovering that this fact has arisen, called by the Board who shall submit the question of the dissolution of the Company. The General Meeting shall consider the matter without quorum requirement and shall resolve on the dissolution of the Company by a simple majority of the Shares represented at the meeting. If the share capital of the Company is lower than one quarter (1/4) of the minimum share capital provided under the law, the Board must submit the question of the dissolution of the Company to the General Meeting which shall consider the matter without quorum requirement and a resolution dissolving the Company in that context may be passed by shareholders holding one-fourth of the voting rights represented at the meeting.

In the event that the Company is dissolved, the liquidation shall be carried out by one or more liquidators who may be individuals or corporations and shall be appointed by the General Meeting. The meeting shall determine their powers and remuneration.

The liquidation shall be carried out in accordance with the Law of 17 December 2010. The liquidator(s) will realise each Sub-Fund's assets in the best interests of the shareholders and apportion the proceeds of the liquidation, after deduction of liquidation costs, amongst the shareholders of the relevant Sub-Fund according to their respective prorata rights. Any amounts unclaimed by the investors at the closing of the liquidation will be deposited with the *Caisse de Consignation* in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they will be forfeited.

4.4 MERGER OR LIQUIDATION OF THE SUB-FUNDS OR CLASSES OR SUB-CLASSES

In the event that for any reason whatsoever, the value of the net assets of any Sub-Fund or any Class or Sub-Class should fall below the equivalent of EUR 20,000,000, or if a change in the economic or political situation with respect to the Sub-Fund, Class, or Sub-Class involved may have material negative consequences upon the investments in the Sub-Fund, Class, or Sub-Class, or for the purpose of proceeding to an economic rationalisation or if so required by the interests of holders of shares in the Sub-Class, Class or Sub-Fund, the Board may decide upon the forced redemption of all of the shares issued in such Sub-Fund, Class, or Sub-Class at the Net Asset Value per Share (making use of the current exit price of the investments, and the costs of realisation) calculated on the day upon which such decision shall become effective.

The Company shall send a written notice to the shareholders affected prior to the effective date of the forced redemption, and shall indicate in such notice the reasons and the procedures for the redemption operation. Unless decided otherwise, in the interests of the shareholders concerned or for the purpose of safeguarding the equitable treatment of the shareholders, the

shareholders of the Sub-Fund, Class, or Sub-Class involved may continue to request the redemption or conversion without charge of their Shares (but making use of the current exit prices of their investments and the costs of realisation) prior to the effective date of the forced redemption.

Notwithstanding the powers granted to the Board by the preceding paragraph, a General Meeting of any Sub-Fund, Class, or Sub-Class may at the proposal of the Board redeem all of the shares in such Sub-Fund, Class, or Sub-Class, and reimburse the shareholders with the Net Asset Value of their Shares (making use of the current exit prices and the costs of realisation) calculated at the Valuation Day on which such decision will become effective. There shall be no requirement for a quorum at said General Meeting, which shall make its decisions on the resolutions adopted by a simple majority of those present or represented, if such decision does not give rise to the liquidation of the Company.

All of the redeemed shares shall be cancelled. Any amounts unclaimed by the investors at the closing of the liquidation of the relevant Sub-Fund, Class or Sub-Class will be deposited with the *Caisse de Consignation* in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they will be forfeited.

In the situation provided in the first paragraph above the Board may decide to allocate the assets of any Sub-Fund, Class, or Sub-Class to one of the Sub-Funds, Classes, or Sub-Classes which already exists or is planned in the Prospectus or in favour of another UCITS organised under the provisions of the Law of 17 December 2010, or with respect to the Sub-Funds, Classes, or Sub-Classes reserved for Institutional Investors under Article 174 of the Law of 17 December 2010 or to such other Sub-Fund, Class, or Sub-Class of such UCITS Fund (the **new Sub-Fund**) and to redefine the shares of the Sub-Fund, Class, or Sub-Class involved as the shares of another Sub-Fund, Class, or Sub-Class (following a distribution or a consolidation, if necessary, and the payment of the sum corresponding to a part of the rights to the shareholders). The Company shall send a written notice to the holders of the shares in question in order to inform them of such decision (and, in addition, this notice shall contain information in respect of the new Sub-Fund), thirty (30) days prior to the final date of the redemption order or as the case may be, conversion order, free of additional charges.

In all other cases than those detailed above, a merger of Sub-Funds, Classes, or Sub-Classes may only be determined by a General Meeting of the Sub-Fund or Sub-Funds, Class or Classes, or Sub-Class or Sub-Classes concerned, by a simple majority of the votes expressed by the shareholders present or represented at such General Meeting.

In all cases of merger in which the Company may cease to exist, the merger must be decided by the General Meeting in accordance with the quorum and majority requirements set out in the Law of 10 August 1915 for amendments to the Articles.

4.5 COMPARTMENTALISED ASSETS AND LIABILITIES

In accordance with Article 5 of the Articles, there shall be a compartmentalisation of the assets and liabilities between the various Sub-Funds. The Company operates as a fund with multiple Sub-Funds, and that means that it is made up of several Sub-Funds each of which represents a segregated pool of assets and liabilities and has a separate investment policy. Each Sub-Fund shall be treated as a separate entity generating its own assets, liabilities, costs and expenses. The assets of any particular Sub-Fund will only be available to satisfy the debts, liabilities, and obligations which relate to that Sub-Fund. The assets, liabilities, costs, and expenses which are not attributable to any specific Sub-Fund shall be allocated to the various different Sub-Funds in equal parts or in proportion to their respective net assets to the extent that the sums in question justify this.

4.6 CONFLICTS OF INTEREST

The members of the Board, the Management Company, the Investment Manager, the Global Distributor, the distributor(s), the Depositary, and any of their sub-contractors may, in the course of their business, have potential conflicts of interests with the Company. Each of members of the Board, the Management Company, the Investment Manager, the distributor(s), the Depositary, and their sub-contractors will have regard to their respective duties to the Company and other persons when undertaking any transactions where conflicts or potential conflicts of interest may arise. In the event that such conflicts arise, each of such persons undertake or will be requested by the Company to undertake to use its reasonable endeavours to resolve any such conflicts of interest fairly (having regard to its respective obligations and duties) and to ensure that the Company and its shareholders are fairly treated.

Interested dealings

The members of the Board, the Management Company, the Investment Manager, the Global Distributor, the distributor(s), the Depositary and any of their respective subsidiaries, affiliates, associates, agents, directors, officers, employees, sub-contractors or delegates (together the **Interested Parties** and, each, an **Interested Party**) may:

A. contract or enter into any financial, banking or other transaction with one another or with the Company including, without limitation, investment by the Company, in securities in any company or body any of whose investments or obligations form part of the assets of the Company or any Sub-Fund, or be interested in any such contracts or transactions;

B. invest in and deal with shares, securities, assets or any property of the kind included in the property of the Company for their respective individual accounts or for the account of a third party;

C. act as broker, dealer, agent, lender or provide any other services in relation to the execution of transactions for the account of the Company;

D. act as counterparty to the derivative transactions or contracts entered on behalf of the Company or act as index sponsor or index calculation agent of indices to which the Company will be exposed via derivative transactions;

E. act as counterparty in respect of SFT; and

F. deal as agent or principal in the sale, issue or purchase of securities and other investments to, or from, the Company through, or with, the Management Company, the Investment Manager or the Depositary or any subsidiary, affiliate, associate, agent, sub-contractor or delegate thereof.

Any assets of the Company in the form of cash may be invested in certificates of deposit or banking investments issued by any Interested Party. Banking or similar transactions may also be undertaken with or through an Interested Party (provided it is licensed to carry out this type of activities).

Any commissions, fees and other compensation or benefits arising from any of the above may be retained by the relevant Interested Party.

Any such transactions must be carried out as if effected on normal commercial terms negotiated at arm's length.

Notwithstanding anything to the contrary herein, the Investment Manager and its affiliates may actively engage in transactions on behalf of other investment funds and accounts which involve the same securities and instruments in which the Sub-Funds will invest. The Investment Manager and its affiliates may provide investment management services to other investment funds and accounts that have investment objectives similar or dissimilar to those of the Sub-Funds and/or which may or may not follow investment programs similar to the Sub-Funds, and in which the Sub-Funds will have no interest. The portfolio strategies of the Investment Manager and its affiliates used for other investment funds or accounts could conflict with the transactions and strategies advised by the Investment Manager in managing a Sub-Fund and affect the prices and availability of the securities and instruments in which such Sub-Fund invests.

The Investment Manager and its affiliates may give advice or take action with respect to any of their other clients which may differ from the advice given or the timing or nature of any action taken with respect to investments of a Sub-Fund. The Management Company and the Investment Manager have no obligation to advise any investment opportunities to a Sub-Fund which they may advise to other clients.

The Investment Manager will devote as much of its time to the activities of a Sub-Fund as it deem necessary and appropriate. The Management Company and the Investment Manager and its affiliates are not restricted from forming additional investment funds, from entering into other investment management relationships, or from engaging in other business activities, even though such activities may be in competition with a Sub-Fund. These activities will not qualify as creating a conflict of interest.

Additional considerations relating to conflicts of interest may be applicable, as the case may be, for a specific Sub-Fund as further laid down in the relevant Data Sheet.

****

5. INVESTMENT RESTRICTIONS

Except as otherwise provided for any particular Sub-Fund, the investments of each Sub-Fund should at all times be in compliance with the investment restrictions listed below.

A. Eligible Instruments:

The investment of the Company (and each of its Sub-Funds) may comprise:

(1) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange or dealt on a Regulated Market.

(2) Transferable Securities and Money Market Instruments admitted to trading on any Other Regulated Market of a EU Member State.

(3) Transferable Securities and Money Market Instruments admitted to official listing on a stock exchange or dealt in on a Regulated Market or Other Regulated Market in any country of Western or Eastern Europe, Asia, Oceania, the American continents or Africa;

(4) New issues of Transferable Securities and Money Market Instruments, provided that:

- the terms of issue include an undertaking that application will be made for admission to official listing on any stock exchange or Regulated Market or Other Regulated Market listed in items (1) to (3) above; and
- such admission is secured within a year of issue.

(5) Units and shares of UCITS and other Investment Funds within the meaning of article 1, paragraph (2), points a) and b) Directive 2009/65/EC, whether or not located within a EU Member State, upon condition that:

- such other Investment Funds are approved under legislation providing that such entities are subject to supervision which the CSSF considers to be equivalent to that provided under EU law and that cooperation between the authorities is sufficiently established;
- the level of protection for unit holders in such Investment Funds is equivalent to that provided for the unit holders of a UCITS, and in particular, that the rules in respect of the segregation of assets, borrowings, lending, and uncovered sales are equivalent to the requirements of Directive 2009/65/EC;
- the business of such other Investment Fund should be subject to semi-annual and annual reports such as to permit an appraisal of the assets and liabilities, income and operations over the period in question;
- no more than 10% of the net assets of the UCITS or other Investment Fund which acquisition is contemplated can, pursuant to their constitutive documents, be invested in units or shares of UCITS or other Investment Funds.

(6) Deposits in credit institutions repayable on demand or which may be withdrawn and having a maturity of less than or equal to twelve (12) months, upon condition that the credit institution should have its registered office in a EU Member State or, if the registered office of the credit institution is located in a non-EU Member State, provided that it is subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law.

(7) Financial derivative instruments including similar instruments which give rise to a settlement in cash which are traded on a Regulated Market or any Other Regulated Market of the type considered in items (1), (2), and (3) above, and/or financial derivative instruments traded over-the-counter (**OTC Derivatives**), upon condition that:

(i)
- the underlying assets consist of instruments falling under the present section A, of financial indices, interest rates, exchange rates, or of currencies, in which the relevant Sub-Fund may make investments in compliance with its investment objectives;
- the counterparties to OTC Derivatives should be institutions subject to prudential supervision, belonging to categories approved by the CSSF and specialised in these types of transactions; and
- the OTC Derivatives are subject to reliable and verifiable evaluation on a daily basis and can at the initiative of the Company be sold, liquidated, or closed, by an offsetting transaction at any time and at their fair value;

(ii) under no circumstances may such operations lead the relevant Sub-Fund to deviate from its investment objective.

(8) Money Market Instruments other than those traded on a Regulated Market or on any Other Regulated Market upon condition that the issue or the issuer of such instruments be subject to regulation designed to protect investors and savings and provided that they are:

- issued or guaranteed by a central, regional, or local authority, by a central bank of a EU Member State, by the European Central Bank, by the EU or by the European Investment Bank, by a non-EU Member State or, in the case of a federal State, by one of the members making up the federation, or by a public international body to which one or more EU Member States belong; or

- issued by a undertaking the securities of which are traded on a Regulated Market or Other Regulated Market considered in items (1), (2), and (3) above; or

- issued or backed by an establishment subject to prudential supervision in accordance with the criteria defined by EU law, or by an establishment which is subject to and which is in compliance with the prudential regulation considered by the CSSF as being at least as strict as that provided under EU law; or

- issued by other bodies belonging to the categories approved by the CSSF insofar as the investments in such instruments should be subject to the rules for the protection of investors which are equivalent to those provided under the first, second or third indent above and the issuer should be a company which has a capital and reserves amounting to at least ten million Euros (EUR10,000,000) and which presents and publishes its annual accounts in compliance with Directive 78/660/EEC, or an entity which within a Group of Companies including one or more quoted companies is devoted to financing the relevant Group of Companies or is an entity which is dedicated to financing securitisation vehicles and which benefit from a banking liquidity line.

B. Other possible investments

Each Sub-Fund may also:

(1) invest up to 10% of the net assets of the Sub-Fund in Transferable Securities and Money Market Instruments other than those considered under section A, items (1) to (4) and (8);

(2) hold on an ancillary basis cash and other instruments similar to cash; this restriction may be relaxed on an exceptional and temporary basis if the Company considers that such a decision should be taken in the interests of the shareholders;

(3) borrow up to 10% of the net assets of the Sub-Fund insofar as such loans are temporary; or

(4) acquire currencies by means of a type of back-to-back loan.

C. Investment restrictions and limits:

Furthermore, the Company shall abide by the following investment restrictions per issuer in respect of the net assets of each Sub-Fund:

(a) Risk spreading rules

To the extent that an issuer is a legal entity with multiple sub-funds or the assets of a sub-fund answer exclusively to the rights of investors in respect of that sub-fund and those of creditors whose debt arose on the occasion of the incorporation, operation, or dissolution of that sub-fund, each sub-fund shall be considered as a distinct issuer for the application of the risk spreading rules set out below.

- **Transferable Securities and Money Market Instruments**

(1) A Sub-Fund may not acquire Transferable Securities and Money Market Instruments from one and the same issuer if following that acquisition:

(i) more than 10% of the net assets correspond to Transferable Securities or Money Market Instruments issued by that entity;

(ii) the total value of all the Transferable Securities and Money Market Instruments in each issuer in which more than 5% of the net assets are invested, must not exceed 40% of the value of the net assets of the respective Sub-Fund. This limit is not applicable to deposits with financial institutions which are subject to prudential supervision and to transactions on OTC Derivatives with such establishments.

(2) The Company may not invest more than 20% of the net assets of each Sub-Fund in deposits placed with the same entity.

(3) Notwithstanding the individual limits determined in item (1), (2) and the Counterparty Risk Limit a Sub-Fund may not combine:

- investments in Transferable Securities or Money Market Instruments issued by,

- deposits made with, and/or

- exposure arising out of transactions in OTC Derivatives with;

any single entity in excess of 20% of its net assets.

(4) The limit of 10% fixed in item (1) is increased up to a maximum of 25% for certain bonds issued by credit institutions with registered offices in a EU Member State and are subject by law to specific public supervision designed to ensure the protection of bondholders. In particular the sums arising from the issue of such bonds should be invested in compliance with the legislation in assets which throughout the entire period of the validity of the bonds may cover debt securities arising from the bonds and which in the event of the bankruptcy of the issuer would be used as a priority to reimburse the principal and pay for the interest incurred. To the extent that a Sub-Fund may invest more than 5% of its net assets in such bonds, issued

by one and the same issuer, the total value of such investments may not exceed 80% of the value of the net assets of that Sub-Fund.

(5) The limit of 10% fixed in item (1) may be brought up to a maximum of 35% if such Transferable Securities and Money Market Instruments are issued or guaranteed by a EU Member State, by its territorial public authorities, by a non-EU Member State, or by public international organisations of which one or more EU Member States are members.

(6) The Transferable Securities and Money Market Instruments indicated above in items (4) and (5) are not to be taken into account for the purpose of the 40% limit provided in item (1).

(7) The limits determined in items (1) to (5) may not be combined; consequently, the investments of each Sub-Fund in the Transferable Securities or Money Market Instruments issued by the same entity, in deposits with that entity, or in derivative instruments traded with that entity may not in total exceed 35% of the net assets of that Sub-Fund.

(8) Companies which are included in the Group of Companies are regarded as a single body for the purpose of calculating the limits contained set out in items (1) to (7) above.

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

(10) Without prejudice to the limits imposed under item (b) "Investments prohibition" below, the limits set out in items (1) to (9) above are increased to a maximum of 20% for investments in shares and/or bonds issued by one and the same entity if in compliance with the documents of incorporation of the Company, the investment policy of the Sub-Fund has the objective of reproducing the composition of a specific share or bond index which is recognised by the CSSF, on the following bases:

- the composition of the index is sufficiently diversified,
- the index constitutes a representative standard for the market to which it refers,
- the index is published in an appropriate manner.

The limit of 20% is increased to 35% when it is considered to be justified by exceptional conditions in the markets, in particular in the Regulated Markets or Other Regulated Markets where certain Transferable Securities or certain Money Market Instruments are heavily dominant. Investment up to such limit is only allowable in respect of one single issuer.

(11) **Notwithstanding the limits described above, each Sub-Fund is authorised to invest, in accordance with the principle of spreading risk, up to 100% of its net assets in different issues of Transferable Securities and Money Market Instruments issued or backed by an EU Member State, by its territorial public authorities, by an OECD Member State or by eligible non-OECD Member States (such as members of the G20, Singapore and Hong Kong) or by international organisations of a public nature of which one or more EU Member States are members, upon condition that (i) such securities must be divided into at least six (6) different issues, and that (ii) the securities belonging to any single issue do not exceed 30% of the total net assets of the Sub-Fund.**

- **Units or shares in UCITS and/or other Investment Funds**

(12) Any Sub-Fund may not invest more than 20% of its net assets in the units of one and the same UCITS or other Investment Fund, as defined in section A, item (5) above.

(13) Investments in the units or shares of Investment Funds other than UCITS cannot exceed 30% of the net assets of any Sub-Fund.

(14) When a Sub-Fund invests in the units of UCITS and/or other Investment Funds that are managed, directly or by delegation, by the same management company or by any other company with which the management company is linked by common management or control, or by a substantial direct or indirect holding, (regarded as more than 10% of the voting rights or share capital), that management company or other company may not charge subscription, conversion or redemption fees on account of the Sub-Fund's investment in the units of such UCITS and/or other Investment Funds.

(15) If a Sub-Fund invests a substantial proportion of its assets in other UCITS and/or other Investment Funds, the maximum level of the management fees that may be charged both to the Sub-Fund itself and to the other UCITS and/or other Investment Funds in which it intends to invest, is of 2.5% p.a.

(16) In the annual report of the Company it will be indicated for each Sub-Fund the maximum proportion of management fees charged both to the Sub-Fund and to the UCITS and/or other Investment Funds in which the Sub-Fund invests.

(17) If the Depositary receives rebates from investments in other UCITS and/or other Investment Funds into which the Company is invested, the Depositary will reverse such rebates to the

relevant Sub-Fund in question (less any administration costs agreed to by the Company and the Depositary).

(18) Certain Sub-Funds are prohibited under the terms of the relevant Data Sheet from investing more than 10% of their assets in UCITS and/or other Investment Funds.

(b) Investment prohibitions

(19) The Company may not acquire shares with voting rights which will permit it to exercise a significant influence on the management of the issuer.

(20) The Company may not acquire (i) more than 10% of shares without voting rights of the same issuer; (ii) more than 10% of bonds from one and the same issuer; (iii) more than 10% of Money Market Instruments issued by one and the same issuer; or (iv) more than 25% of the units of one and the same UCITS and/or other Investment Fund. The limits determined in items (ii) to (iv) may not be observed at the time of acquisition if, at that moment, the gross amount of the bonds or of the Money Market Instruments, or the amount of the Transferable Securities issued cannot be calculated.

Transferable Securities and Money Market Instruments which, in accordance with article 48, paragraph 3 of the Law of 17 December 2010 are issued or guaranteed by a EU Member State or its local authorities, by another OECD Member State or which are issued by public international organisations of which one or more EU Member States are members are exempted from the above limits.

(21) None of the Sub-Funds may:

(i) sell Transferable Securities, Money Market Instruments and other eligible investments short;

(ii) acquire precious metals or related certificates, it being understood that the operations involving currencies, financial derivatives, indices, or securities, as well as forwards and futures, options contracts and swap contracts, and similar instruments, are not considered to be operations dealing with such goods in the meaning of this restriction;

(iii) invest in real estate and purchasing or sell commodities or commodities contracts;

(iv) borrow, unless: (y) the borrowing is in the form of a back-to-back loan for the purchase of foreign currency or (z) the loan is only temporary and does not exceed 10% of the net assets of the Sub-Fund in question;

(v) grant credits or act as guarantor for third parties. This limitation does not refer to the purchase of Transferable Securities, Money Market Instruments and other eligible investments that are not fully paid up.

D. Investments in financial derivative instruments and use of EPM Techniques

General

(1) The Company must employ (i) a risk-management process which enables it to monitor and measure at any time the risk of the positions and their contribution to the overall risk profile of the portfolio and (ii) a process for accurate and independent assessment of the value of OTC Derivatives.

(2) Each Sub-Fund will ensure that its global exposure relating to derivative instruments does not exceed the total net value of its portfolio. The exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

(3) A Sub-Fund may invest, as a part of its investment policy, in financial derivative instruments provided that the exposure to the underlying assets does not exceed in aggregate the investment limits laid down in items (1) to (9) of section C.(a) "Risk spreading rules" above. Under no circumstances will these operations cause a Sub-Fund to diverge from its investment objectives as laid down in the Prospectus and the relevant Data Sheet. When a Sub-Fund invests in index-based financial derivative instruments, these investments do not have to be combined to the limits laid down in items (1) to (9) of section C.(a) "Risk spreading rules" above.

(4) Unless otherwise set out in relation to a Sub-Fund in the relevant Data Sheet, Sub-Funds do not have as core strategy to achieve their investment objective through the entering into one or several total return swaps (**TRS**) or similar financial derivative instruments. However, certain Sub-Funds may, on an ancillary basis, gain exposure to eligible financial indices or reference assets which are in line with their investment objectives through one or several TRS or similar financial derivative instruments. Sub-Funds will only enter into OTC Derivatives (including TRS and other derivatives with similar characteristics) with first class financial institutions specialised in those transactions which will have no discretionary decision-making powers with regard to the composition or management of the Sub-Fund's investment portfolio, or on the asset underlying the OTC Derivative.

(5) When a Transferable Security or Money Market Instrument embeds a derivative, the latter must be taken into account when complying with the requirements of this section D.

(6) The Company's annual reports will contain, in respect of each Sub-Fund that has entered into financial derivative instruments over the relevant reporting period, details of:

(a) the underlying exposure obtained through financial derivative instruments;

(b) the identity of the counterparty(ies) to these financial derivative instruments;

(c) the type and amount of collateral received to reduce counterparty risk exposure.

(7) The Sub-Funds are authorised to employ techniques and instruments relating to Transferable Securities or Money Market Instruments subject to the following conditions:

(a) they are economically appropriate in that they are realised in a cost-effective way;

(b) they are entered into for one or more of the following specific aims: reduction of risk; reduction of cost; generation of additional capital or income for the relevant Sub-Fund with a level of risk which is consistent with the its risk profile and applicable risk diversification rules;

(c) their risks are adequately captured by the Company's risk management process.

(8) The Company and any of its Sub-Funds will not enter into swap contracts relating to any financial instruments or indices, including TRS, except otherwise provided for in the relevant Data Sheets and in line with the terms described hereafter. Total return swaps involve the exchange of the right to receive the total return, coupons plus capital gains or losses, of a specified reference asset, index or basket of assets against the right to make fixed or floating payments. As such, the use of TRS or other derivatives with similar characteristics allows gaining synthetic exposure to certain markets or underlying assets without investing directly (and/or fully) in these underlying assets.

(9) The Company will not employ SFT except otherwise provided for in the relevant Data Sheets, in line with the terms described hereafter. The Company and its Sub-Funds may employ SFT for reducing risks (hedging), generating additional capital or income or for cost reduction purposes. Any use of SFT for investment purposes will be in line with the risk profile and risk diversification rules applicable to the Company and any of its Sub-Funds. SFT include the following transactions:

(a) "securities lending" or "securities borrowing" means a transaction by which a counterparty transfers subject to a commitment that the borrower will return equivalent securities on a future date or when requested to do so by the transferor, that transaction being considered as securities lending for the counterparty transferring the securities and being considered as securities borrowing for the counterparty to which they are transferred;

(b) "buy-sell back transaction" or "sell-buy back transaction" means a transaction by which a counterparty buys or sells securities, commodities, or guaranteed rights relating to title to securities, agreeing, respectively, to sell or to buy back securities or such guaranteed rights of the same description at a specified price on a future date, that transaction being a buy-sell back transaction for the counterparty buying the securities or guaranteed rights, and a sell-buy back transaction for the counterparty selling them, such buy- sell back transaction or sell-buy back transaction not being governed by a repurchase agreement or by a reverse- repurchase agreement within the meaning of item (c) below;

(c) "repurchase transaction" means a transaction governed by an agreement by which a counterparty transfers securities or guaranteed rights relating to title to securities where that guarantee is issued by a recognised exchange which holds the rights to the securities and the agreement does not allow a counterparty to transfer or pledge a particular security to more than one counterparty at a time, subject to a commitment to repurchase them, or substituted securities of the same description at a specified price on a future date specified, or to be specified, by the transferor, being a repurchase agreement for the counterparty selling the securities and a reverse repurchase agreement for the counterparty buying them.

(10) The use of efficient portfolio management techniques, including SFT (**EPM Techniques**) that may be employed by the Sub-Funds in accordance with item (7) above is subject to the following conditions:

(a) When entering into a securities lending agreement, the Company should ensure that it is able at any time to recall any security that has been lent out or terminate the securities lending agreement.

(b) When entering into a reverse repurchase agreement, the Company should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. When the cash is recallable at any time on a mark-to-market basis, the mark-to-market value of the reverse repurchase agreement should be used for the calculation of the net asset value of the relevant Sub-Fund.

(c) When entering into a repurchase agreement, the Company should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered.

(d) The Management Company takes into account these EPM Techniques when developing its liquidity risk management process in order to ensure that the Company is able to comply at any time with its redemption obligations.

(e) Fixed-term repurchase and reverse repurchase agreements that do not exceed seven (7) days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Company.

(11) The Company or any of its delegates will report the details of any SFT or TRS concluded to a trade repository or ESMA, as the case may be in accordance with the SFTR. SFT and TRS may be used in respect of any instrument that is eligible under article 50 of the Directive 2009/65/EC.

(12) SFT, TRS and other financial derivative instruments that display the same characteristics may have as underlying assets any financial instrument in which the relevant Sub-Funds may invest in accordance with their respective investment strategy and policy.

(13) The maximum and expected proportion of assets that may be subject to SFT and TRS, as well as the types of assets that are subject to SFT or TRS, will be set out for each Sub-Fund in the relevant Data Sheet.

(14) All the revenues arising from the use of EPM Techniques or SFT, net of direct and indirect operational costs, will be returned to the relevant Sub-Fund in accordance with CSSF circular 14/592 implementing the ESMA guidelines 2014/937 of 1 August 2014 on ETFs and other UCITS issues. The fees of any SFT Agent involved in EPM Techniques or SFT may not exceed 50% of the total income generated by these EPM Techniques or SFT. The remaining income will accrue to the relevant Sub-Fund. To date, the Company intends to use as SFT only the repurchase transactions. Repurchase transactions are conducted through Edmond de Rothschild (France) or any duly regulated entity of EdR Group according to the prevailing market conditions at the time of the transaction. The costs and expenses linked to these transactions are borne by the relevant Sub-Fund. Income generated by the transaction is paid in full to the relevant Sub-Fund.

(15) Assets subject to SFT and TRS will be safe-kept by the Depositary.

(16) The Company's annual report will include the following information:

(a) the exposure obtained through EPM Techniques;

(b) the identity of the counterparty(ies) to these EPM Techniques;

(c) the type and amount of collateral received by the Company to reduce counterparty exposure; and

(d) the revenues arising from EPM Techniques for the entire reporting period together with the direct and indirect operational costs and fees incurred.

(17) The Company's semi-annual and annual reports will further contain additional information on the use of SFT and TRS in line with Section A of the Annex of the SFTR.

(18) The counterparty risk arising from OTC Derivatives and EPM Techniques may not exceed 10% of the assets of a Sub-Fund when the counterparty is a credit institution domiciled in the EU or in a country where the CSSF considers that supervisory regulations are equivalent to those prevailing in the EU. This limit is set at 5% in any other case (the 5% or 10% limit applicable under this item 11 being the **Counterparty Risk Limit**).

(19) The counterparty risk of a Sub-Fund vis-à-vis a counterparty is equal to the positive mark-to-market value of all OTC Derivatives and EPM Techniques transactions with that counterparty, provided that:

(a) if there are legally enforceable netting arrangements in place, the risk exposure arising from OTC Derivative and EPM Techniques transactions with the same counterparty may be netted; and

(b) if collateral is posted in favour of a Sub-Fund and such collateral complies at all times with the criteria set out in item (20) below, the counterparty risk of such Sub-Fund is reduced by the amount of such collateral. Sub-Funds will use collateral to monitor compliance with the Counterparty Risk Limit. The level of collateral required will therefore vary depending on the scope and extent of OTC Derivatives and EPM Techniques transactions entered into by a Sub-Fund with one and the same counterparty.

Collateral policy for OTC derivatives transactions and EPM techniques

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

(a) Liquidity – any collateral received other than cash should be highly liquid and traded on a regulated market or multilateral trading facility with transparent pricing in order that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received should also comply with the acquisition limits set out in item C.(18) above.

(b) Valuation – collateral received should be valued on at least a daily basis and assets that exhibit high price volatility should not be accepted as collateral unless suitably conservative haircuts are in place. The value of the collateral may fluctuate and after each valuation, however, it is ensured that the collateral is increased by the desired amount to meet the value of the respective OTC counterparty's position (mark-to-market), i.e., where appropriate, by requesting additional collateral.

(c) Issuer credit quality – collateral received should be of high quality.

(d) Correlation – the collateral received by the Sub-Fund should be issued by an entity that is independent from the counterparty and is expected not to display a high correlation with the performance of the counterparty.

(e) Collateral diversification (asset concentration) – collateral should be sufficiently diversified in terms of country, markets and issuers. The criterion of sufficient diversification with respect to issuer concentration is considered to be respected if the Sub-Fund receives from a counterparty of OTC Derivative or EPM Techniques transactions a basket of collateral with a maximum exposure to a given issuer of 20% of its net asset value. When a Sub-Fund is exposed to different counterparties, the different

baskets of collateral should be aggregated to calculate the 20% limit of exposure to a single issuer. By way of derogation, a Sub-Fund may be fully collateralised in different transferable securities and money market instruments issued or guaranteed by a EEA member state, one or more of its local authorities, a third country, or a public international body to which one or more EEA member states belong. Such a Sub-Fund should receive securities from at least six different issues, but securities from any single issue should not account for more than 30% of the Sub-Fund' net asset value.

(f) Risks linked to the management of collateral, such as operational and legal risks, should be identified, managed and mitigated by the risk management process.

(g) Collateral received should be capable of being fully enforced by the Company for the account of the Sub-Fund at any time without reference to or approval from the counterparty.

(21) The Sub-Funds will only accept the following assets as collateral:

(a) Liquid Assets.

(b) Bonds issued or guaranteed by an OECD Member State or by their local public authorities or by supranational institutions and undertakings with EU, regional or world-wide scope.

(c) Shares or units issued by money market Investment Funds calculating a daily net asset value and being assigned a rating of AAA or its equivalent.

(d) Shares or units issued by UCITS investing mainly in bonds/shares mentioned in items (e) and (f) below.

(e) Bonds issued or guaranteed by first class issuers offering an adequate liquidity.

(f) Shares admitted to or dealt in on a regulated market of a EU Member State or on a stock exchange of an OECD Member State, on the condition that these shares are included in a main index.

(22) For the purpose of item (20) above, all assets received by a Sub-Fund in the context of EPM Techniques should be considered as collateral.

(23) Non-cash collateral received by a Sub-Fund may not be sold, re-invested or pledged.

(24) Cash collateral received by a Sub-Fund can only be:

(a) placed on deposit with credit institutions which either have their registered office in an EU Member State or are subject to prudential rules considered by the CSSF as equivalent to those laid down in EU law;

(b) invested in high-quality government bonds;

(c) used for the purpose of reverse repo transactions provided the transactions are with credit institutions subject to prudential supervision and the Company is able to recall at any time the full amount of cash on accrued basis;

(d) invested in Short-Term Money Market Funds as defined in the CESR Guidelines 10-049 on a Common Definition of European Money Market Funds.

(25) Collateral posted in favour of a Sub-Fund under a title transfer arrangement should be held by the Depositary or one of its correspondents or sub-custodians. Collateral posted in favour of a Sub-Fund under a security interest arrangement (eg, a pledge) can be held by a third party custodian which is subject to prudential supervision, and which is unrelated to the provider of the collateral.

(26) The Management Company has a haircut policy relating to the classes of assets received as collateral by or for the account of the Company. The Management Company only accepts cash and high-quality government bonds as collateral with haircuts ranging from 1-10%. Haircuts are assessed based on collateral credit quality, price volatility and tenor.

(27) The counterparties to TRS and SFT, subject potentially to other criteria have at least to:

(a) qualify as first-rate financial institutions;

(b) be domiciled in OECD countries; that

(c) have a minimum investment grade rating (rating greater than or equal to BBB- by Standard & Poor's or equivalent, or a rating deemed equivalent by the Investment Manager / Management Company).

E. Investment between Sub-Funds

A Sub-Fund (the **Investing Sub-Fund**) may subscribe to, acquire, and/or hold securities issued or to be issued by one or more other Sub-Funds (each, a **Target Sub-Fund**), and the Company shall not be subject to the requirements imposed by the Law of 10 August 1915 in respect of the subscription, acquisition, and/or holding of its own shares by a company, subject nevertheless to the following conditions:

- the Target Sub-Fund may not invest in the Investing Sub-Fund; and
- the Target Sub-Funds may not invest more than 10% of its net assets in UCITS (including other Sub-Funds) or other Investment Funds; and

- any voting rights which may be attached to the Shares of the Target Sub-Fund shall be suspended for such time as the Shares are be held by the Investing Sub-Fund without prejudice to the appropriate treatment in the accounts and the periodic reports; and

- for such time as the Shares of the Target Sub-Fund are be held by the Investing Sub-Fund, their value shall not be included in the calculation of the net assets of the Company for the purposes of verification of the minimum threshold of the net assets imposed under the provisions of the Law of 17 December 2010.

F. Notwithstanding all the terms and conditions indicated above:

(1) In accordance with the principle of risk spreading, each Sub-Fund may derogate within a period of six (6) months following the date of its approval, to section C.(a) "Risk spreading rules" and such other investment restrictions and limits set out in the relevant Data Sheet. For a Sub-Fund activated after its approval, the reference to the approval date corresponds to the date of the effective launch of the Sub-Fund concerned.

(2) The limits determined above may be waived during the exercise of subscription rights relating to Transferable Securities or Money Market Instruments which form a part of the assets of the Sub-Fund in question.

(3) If the limits should be exceeded for reasons beyond the control of the Company or following the exercise of subscription rights, the Company should in its selling operations set the target of correcting the situation as a priority while acting in the best interests of the shareholders.

(4) The Board has the right to establish other investment restrictions insofar as such limits are necessary in order to comply with the law and regulations of the countries in which the Shares are offered or sold.

G. Master-Feeder Structures

Under the conditions and within the limits established by the laws and regulations of Luxembourg, the Company may (i) create a Sub-Fund that will be a feeder UCITS or a master UCITS, (ii) convert any existing Sub-Fund into a feeder UCITS Sub-Fund, or (iii) replace the master UCITS with one of its feeder UCITS Sub-Funds.

(1) A feeder UCITS shall invest at least 85% of its net assets in the units or shares of another UCITS.

(2) A feeder UCITS may invest up to 15% of its net assets in one or more of the following items:

(a) cash on an ancillary basis;

(b) financial derivative instruments which may be employed solely for the purposes of hedging;

(c) such moveable and real property as may be indispensable in the exercise of its business;

(3) A feeder UCITS must calculate its global exposure relating to financial derivative instruments by combining its own direct risk under the terms of (2) (b) above with:

(a) either the real risk of the master UCITS when compared with financial derivative instruments, in proportion to the investments made by the feeder UCITS in the master UCITS; or

(b) or the maximum potential global risk of the master UCITS in comparison with the financial derivative instruments provided under the management regulations, or the documents establishing the master UCITS, in proportion to the investment made by the feeder UCITS in the master UCITS.

****

6. CO-MANAGEMENT AND POOLING

In order to ensure efficient management, the Board may decide in accordance with the Articles to manage all or a part of the assets of one or more Sub-Funds together with those of other Sub-Funds (the pooling technique), or to co-manage the entirety or part of the assets with, if necessary, the exception of a reserve in cash, of one or several Sub-Funds together with the assets of other Luxembourg investment funds, or of one or more sub-funds of other Luxembourg investment funds (the **Party or Parties to the Assets under Co-Management**) for which the Depositary has been designated as the depositary bank. The co-management of the relevant assets shall be carried out in accordance with the respective investment policies of the Parties to the Assets under Co-Management, where each pursues identical or comparable objectives (the assets so co-managed or pooled being the **Assets under Co-Management**). The Parties to the Assets under Co-Management shall only participate in any such pooling or co-management arrangements authorised by their own individual Prospectuses, and in compliance with their own specific investment restrictions.

Each Party to the Assets under Co-Management will participate in the Assets under Co-Management in proportion to their contribution to the Assets under Co-Management. The assets shall be attributed to each Party to the Assets under Co-Management in proportion to their contribution to the Assets under Co-Management.

The rights of each Party to the Assets under Co-Management which take part shall be applicable to each of the lines of investment of such Assets under Co-Management.

Such Assets under Co-Management shall be constituted by the transfer of cash or, if appropriate, other assets of each of the Parties to the Assets under Co-Management. Subsequently, the Board may proceed regularly to make transfers to the Assets under Co-Management. The assets may equally be transferred back to one of the Parties to the Assets under Co-Management up to the value of the holding of that Party to the Assets under Co-Management.

Dividends, interest, and other distributions which are by nature earnings generated within the context of the Assets under Co-Management shall be due to each of the Parties to the Assets under Co-Management in proportion to their holding. Such earnings may be retained by the Party to the Assets under Co-Management with a holding, or be reinvested in the Assets under Co-Management.

All of the costs and expenses incurred with the context of the Co-Management of Assets shall be debited from the Assets under Co-Management. Such costs and expenses shall be attributed to each Party to the Assets under Co-Management in proportion to the rights of each in respect of the Assets under Co-Management.

In the event of a breach of the investment restrictions affecting a Sub-Fund, when such Sub-Fund is a Party to the Assets under Co-Management, the Board shall, even if the Management Company or, if applicable, the Manager has observed the investment restrictions by applying them to the Assets under Co-Management in question, require that the Management Company or, if applicable, the Manager reduces the investments in question in proportion to the holding of the Sub-Fund in question in the Assets under Co-Management or, if appropriate, shall reduce the holding in the Assets under Co-Management in question such that the investment restrictions are observed in respect of that Sub-Fund.

In the event that the Company is dissolved or if the Board decides without the required notice to withdraw the holding of the Company or of a Sub-Fund in the Assets under Co-Management, the Assets under Co-Management shall be allocated to the Parties to the Assets under Co-Management, each in proportion to their holding in the Assets under Co-Management.

Investors should be aware of the fact that such Assets under Co-Management are employed solely in order to ensure effective management insofar as all of the Parties to the Assets under Co-Management have the same depositary bank. The Assets under Co-Management do not constitute distinct legal entities and are not directly accessible to investors. Nevertheless, the assets and liabilities of each of the Sub-Funds shall at all times be separate and identifiable.

****

7. SPECIAL CONSIDERATIONS ON THE RISKS

7.1 GENERAL

The following statements are intended to inform investors of the uncertainties and risks associated with investments and transactions in transferable securities and other financial instruments. Investors should remember that the price of Shares and any income from them may fall as well as rise and that shareholders may not get back the full amount invested. Past performance is not necessarily a guide to future performance and Shares should be regarded as a medium to long-term investment. Where the currency of the relevant Sub-Fund varies from the investor's home currency, or where the currency of the relevant Sub-Fund varies from the currencies of the markets in which the Sub-Fund invests, there is the prospect of additional loss (or the prospect of additional gain) to the investor greater than the usual risks of investment.

Whilst the Company has been established for an unlimited period, the Company or a Sub-Fund may be liquidated under certain circumstances which are detailed further under Chapter 4.4. "Merger or liquidation of the Sub-Funds or Classes or Sub-Classes".

With respect to each of the Sub-Funds, future investors are advised to consult their professional adviser, such as their lawyer, accountant, or investment adviser with respect to understanding whether an investment in any specific Sub-Fund is appropriate for them.

7.2 INVESTMENT OBJECTIVE

Investors should be fully aware of the investment objectives of the Sub-Funds as these may state that the Sub-Funds may invest on a limited basis in areas which are not naturally associated with the name of the Sub-Fund. These other markets and/or assets may act with more or less volatility than the core investments and performance will, in part, be dependent on these investments. All investments involve risks and there can be no guarantee against loss resulting from an investment in any Shares, nor can there be any assurance that a Sub-Fund's investment objectives will be attained in respect of its overall performance. Investors should therefore ensure (prior to any investment being made) that they are satisfied with the risk profile of the overall objectives disclosed.

7.3 SUSTAINABILITY RELATED DISCLOSURE

Unless otherwise provided for a specific Sub-fund in the relevant Data Sheet, the Sub-funds do not promote any environmental or social characteristics, and do not have as objective sustainable investment (as provided for under Articles 8 or 9 of the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (the **Sustainability Regulation**).

Even though the Sub-Funds do not promote environmental, social or governance characteristics, the security selection process includes a negative filter to exclude companies that contribute to the production of controversial weapons in compliance with international conventions in this area as well as companies that are exposed to activities related to thermal coal or tobacco in accordance with the exclusion policy of Edmond de Rothschild Group, which is available on its website. Although the inclusion of a Sustainability Risk analysis could help to develop a risk-adjusted return in the long term, the Investment Manager considers that, at the date of this prospectus, these elements are not essential for generating a return for investors in line with the Sub-funds' investment objectives and Sustainability Risks are therefore not systematically integrated into the investment decision making.

7.4 CURRENCY HEDGED SUB-CLASS

Investors should be aware that, whilst the intention will be to hedge the value of the net assets in the reference currency of the Sub-Fund or the currency exposure of certain (but not necessarily all) assets of the relevant Sub-Fund into either the reference currency of the currency hedged Sub-Class, or into an alternative currency, the currency hedging process may not give a precise hedge. Furthermore, there is no guarantee that the hedging will be totally successful.

7.5 INVESTOR PROFILE

Investors should be aware that the "Typical investor profile" section included in each Data Sheet is for indicative purposes only. Before making an investment, investors should consider carefully the information contained in this Prospectus and the KIID. Investors should consider their own personal circumstances including their level of risk tolerance, financial circumstances and investment objectives.

Prospective investors should consult with their legal, tax and financial advisers before making any decision to invest in the Company.

7.6 SUSPENSION OF SHARE DEALINGS

Investors are reminded that in certain circumstances their right to redeem Shares may be suspended (see Chapter 14 "Suspension of the calculation of the net assets value and of the issue, redemption, and conversion of the shares").

7.7 DIVIDENDS

Share Classes which pay dividends may distribute not only investment income, but also realised and unrealised capital gains or capital. Where capital is distributed, this will result in a corresponding reduction in the value of Shares, and a reduction in the potential for long-term capital growth.

7.8 WARRANTS

When the Company invests in warrants, the values of these warrants are likely to fluctuate more than the prices of the underlying securities because of the greater volatility of warrant prices.

7.9 INVESTMENTS IN EMERGING AND LESS DEVELOPED MARKETS

In emerging and less developed markets, in which some of the Sub-Funds will invest, the legal, judicial and regulatory infrastructure is still developing but there is much legal uncertainty both for local market participants and their overseas counterparts. Some markets may carry higher risks for investors who should therefore ensure that, before investing, they understand the risks involved and are satisfied that an investment is suitable as part of their portfolio. Investments in emerging and less developed markets should be made only by sophisticated investors or professionals who have independent knowledge of the relevant markets, are able to consider and weigh the various risks presented by such investments, and have the financial resources necessary to bear the substantial risk of loss of investment in such investments.

Countries with emerging and less developed markets include, but are not limited to (1) countries that have an emerging stock market in a developing economy as defined by the International Finance Corporation, (2) countries that have low or middle income economies according to the World Bank, and (3) countries listed in World Bank publication as developing. The list of emerging and less developed markets is subject to continuous change; broadly they include any country or region other than the United States of America, Canada, Japan, Australia, New Zealand and Western Europe. The following statements are intended to illustrate the risks which in varying degrees are present when investing in emerging and less developed markets. Investors should note that the statements do not offer advice on suitability of investments.

Political and Economic Risks

- Economic and/or political instability could lead to legal, fiscal and regulatory changes or the reversal of legal/fiscal/regulatory/market reforms. Assets could be compulsorily reacquired without adequate compensation.
- Administrative risks may result in the imposition of restrictions on the free movement of capital.
- A country's external debt position could lead to sudden imposition of taxes or exchange controls.
- High interest and inflation rates can mean that businesses have difficulty in obtaining working capital.
- Local management may be inexperienced in operating companies in free market conditions.
- A country may be heavily dependent on its commodity and natural resource exports and is therefore vulnerable to weaknesses in world prices for these products.

Legal Environment

- The interpretation and application of decrees and legislative acts can be often contradictory and uncertain particularly in respect of matters relating to taxation.
- Legislation could be imposed retrospectively or may be issued in the form of internal regulations not generally available to the public.
- Judicial independence and political neutrality cannot be guaranteed.
- State bodies and judges may not adhere to the requirements of the law and the relevant contract. There is no certainty that investors will be compensated in full or at all for any damage incurred.
- Recourse through the legal system may be lengthy and protracted.

Accounting Practices

- The accounting, auditing and financial reporting system may not accord with international standards.
- Even when reports have been brought into line with international standards, they may not always contain correct information.
- Obligations on companies to publish financial information may also be limited.

Shareholder Risk

- Existing legislation may not yet be adequately developed to protect the rights of minority shareholders.
- There is generally no concept of any fiduciary duty to shareholders on the part of management.
- Liability for violation of what shareholder rights there are may be limited.

Market and Settlement Risks

- The securities markets in some countries lack the liquidity, efficiency and regulatory and supervisory controls of more developed markets.
- Lack of liquidity may adversely affect the ease of disposal of assets. The absence of reliable pricing information in a particular security held by a Sub-Fund may make it difficult to assess reliably the market value of assets.
- The securities register may not be properly maintained and the ownership or interest may not be (or remain) fully protected.

- Registration of securities may be subject to delay and during the period of delay it may be difficult to prove beneficial ownership of the securities.
- The provision for custody of assets may be less developed than in other more mature markets and thus provides an additional level of risk for the Sub-Funds.
- Settlement procedures may be less developed and still be in physical as well as in dematerialised form.

Price Movement and Performance

- Factors affecting the value of securities in some markets cannot easily be determined.
- Investment in securities in some markets carries a high degree of risk and the value of such investments may decline or be reduced to zero.

Currency Risk

- Conversion into foreign currency or transfer from some markets of proceeds received from the sale of securities cannot be guaranteed.
- Investors might be exposed to currency risk when investing in Share Classes that are not hedged to the investor's reference currency.
- Exchange rate fluctuations may also occur between the trade date for a transaction and the date on which the currency is acquired to meet settlement obligations.

Taxation

Investors should note in particular that the proceeds from the sale of securities in some markets or the receipt of any dividends and other income may be or may become subject to tax, levies, duties or other fees or charges imposed by the authorities in that market, including taxation levied by withholding at source. Tax law and practice in certain countries into which the Company invests or may invest in the future (in particular Russia, China and other emerging markets) is not clearly established. It is therefore possible that the current interpretation of the law or understanding of practice might change, or that the law might be changed with retrospective effect. As a result, the Company could become subject to additional taxation in such countries that is not anticipated either at the date of this Prospectus or when investments are made, valued or disposed of.

Investors should be aware that there is a Brazilian Presidential Decree in force, as amended from time to time, detailing the current IOF tax rate (Tax on Financial Operations), that applies to foreign exchange inflows and outflows. The Brazilian government may change the applicable rate at any time and without prior notification. The application of the IOF tax will reduce the Net Asset Value per Share.

Execution and Counterparty Risk

In some markets there may be no secure method of delivery against payment which would minimise the exposure to counterparty risk. It may be necessary to make payment on a purchase or delivery on a sale before receipt of the securities or, as the case may be, sale proceeds.

Nomineeship

The legislative framework in some markets is only beginning to develop the concept of legal/formal ownership and of beneficial ownership or interest in securities. Consequently the courts in such markets may consider that any nominee or custodian as registered holder of securities would have full ownership thereof and that a beneficial owner may have no rights whatsoever in respect thereof.

7.10 INVESTMENTS IN SMALL AND MEDIUM ENTERPRISES

Investment in small and medium enterprises may entail greater risk than that generally deriving from investments in larger and better established enterprises. Small enterprises in particular often have limits as to their range of products, and their access to markets or to financial resources may be more limited, and their management may depend upon only one or two key persons.

Sub-Funds which invest in smaller companies may fluctuate in value more than other Sub-Funds because of the greater potential volatility of Share prices of smaller companies.

7.11 INVESTMENTS IN SPECIFIC SECTORS

Certain Sub-Funds may concentrate their investments in assets belonging to certain specific sectors of the economy, and they will consequently be subject to the risks associated with the concentration of investments in the sectors in question. More particularly, investments in certain specific sectors of the economy such as natural resources may have negative consequences in the event of the devaluation of the sectors involved, and most particularly in the case of climatic events, natural catastrophes, economic difficulties, or political or social instability on a regional or international level.

7.12 USE OF EPM TECHNIQUES

A Sub-Fund may enter into repurchase agreements and reverse repurchase agreements as a buyer or as a seller subject to the conditions and limits set out in Chapter 5.D. If the other party to a repurchase agreement or reverse repurchase agreement should default, the Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the underlying securities and/or other collateral held by the Sub-Fund in connection with the repurchase agreement or reverse repurchase agreement are less than the repurchase price or, as the case may be, the value of the underlying securities. In addition, in the event of

bankruptcy or similar proceedings of the other party to the repurchase agreement or reverse repurchase agreement or its failure otherwise to perform its obligations on the repurchase date, the Sub-Fund could suffer losses, including loss of interest on or principal of the security and costs associated with delay and enforcement of the repurchase agreement or reverse repurchase agreement.

A Sub-Fund may enter into securities lending transactions subject to the conditions and limits set out in Chapter 5.D. If the other party to a securities lending transaction should default, the Sub-Fund might suffer a loss to the extent that the proceeds from the sale of the collateral held by the Sub-Fund in connection with the securities lending transaction are less than the value of the securities lent. In addition, in the event of the bankruptcy or similar proceedings of the other party to the securities lending transaction or its failure to return the securities as agreed, the Sub-Fund could suffer losses, including loss of interest on or principal of the securities and costs associated with delay and enforcement of the securities lending agreement.

The Sub-Funds will only use repurchase agreements, reverse repurchase agreements or securities lending transactions for the purpose of either reducing risks (hedging) or generating additional capital or income for the relevant Sub-Fund. When using such techniques, the Sub-Fund will comply at all times with the provisions set out in Chapter 5.D. The risks arising from the use of repurchase agreements, reverse repurchase agreements and securities lending transactions will be closely monitored and techniques (including collateral management) will be employed to seek to mitigate those risks. Although it is expected that the use of repurchase agreements, reverse repurchase agreements and securities lending transactions will generally not have a material impact on a Sub-Fund's performance, the use of such techniques may have a significant effect, either negative or positive, on a Sub-Fund's Net Asset Value.

In respect of margin lending transactions, the Sub-Funds cannot extend credit and may only receive credit subject to the restrictions in the Directive 2009/65/EC and the Prospectus.

7.13 USE OF FINANCIAL DERIVATIVE INSTRUMENTS

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

Market risk

Market risk is of a general nature, affecting all types of investment. The trend in the prices of transferable securities is determined mainly by the trend in the financial markets and by the economic development of the issuers, who are themselves affected both by the overall situation of the global economy and by the economic and political conditions prevailing in each country.

Moreover, in consideration of the Sub-Fund's investment objective shareholders should be aware that the value of the Sub-Fund's assets is closely related to the evolution of a given strategy, markets or assets. As a consequence, there is a potential risk arising from the evolution and fluctuation of the strategy, markets or assets, and investments in the Sub-Fund are as well subject to the same market fluctuations.

Control and monitoring

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

Liquidity risk

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

Counterparty risk

The Sub-Funds may enter into transactions in OTC markets, which will expose the Sub-Funds to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Sub-Funds may enter into swap arrangements or other derivative techniques as specified in the relevant Data Sheets, each of which exposes the Sub-Funds to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-Funds could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. However this risk is limited in view of the investment restrictions which are applicable to the Company and its Sub-Fund under Chapter 5 above.

Certain markets in which the Sub-Funds may affect their transactions are over-the-counter or interdealer markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. To the extent a Sub-Fund invests in swaps, derivative or synthetic instruments, or other over-the

counter transactions, on these markets, such Sub-Fund may take credit risk with regard to parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those entailed in exchange-traded transactions which generally are backed by clearing organisation guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered directly between two counterparties generally do not benefit from such protections. This exposes the Sub-Funds to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Sub-Fund to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Company has concentrated its transactions with a single or small group of counterparties. In addition, in the case of a default, the respective Sub-Fund could become subject to adverse market movements while replacement transactions are executed. The Sub-Funds are not restricted from dealing with any particular counterparty or from concentrating any or all of their transactions with one counterparty. Moreover, the Sub-Funds have no internal credit function which evaluates the creditworthiness of their counterparties. The ability of the Sub-Funds to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Sub-Funds.

Lack of availability

Because the markets for certain financial derivative instruments (including markets located in foreign countries) are relatively new and still developing, suitable derivatives transactions may not be available in all circumstances for risk management or other purposes. Upon the expiration of a particular contract, the Management Company may wish to retain the respective Sub-Fund's position in the derivative instrument by entering into a similar contract, but may be unable to do so if the counterparty to the original contract is unwilling to enter into the new contract and no other suitable counterparty can be found. There is no assurance that the Sub-Funds will engage in derivatives transactions at any time or from time to time. The Sub-Funds' ability to use derivatives may also be limited by certain regulatory and tax considerations.

Synthetic short selling

Sub-Funds may utilise synthetic short exposures through the use of cash settled derivatives such as swaps, futures and forwards in order to enhance their overall performance. A synthetic short sale position replicates the economic effect of a transaction in which a fund sells a security it does not own but has borrowed, in anticipation that the market price of that security will decline. When a Sub-Fund initiates such a synthetic short position in a security that it does not own, it enters into a derivative-based transaction with a counterparty or broker-dealer and closes that transaction on or before its expiry date through the receipt or payment of any gains or losses resulting from the transaction. A Sub-Fund may be required to pay a fee to synthetically short particular securities and is often obligated to pay over any payments received on such securities. Each Sub-Fund maintains sufficiently liquid long positions in order to cover any obligations arising from its short positions. If the price of the security on which the synthetic short position is written increases between the time of the initiation of the synthetic short position and the time at which the position is closed, the Sub-Fund will incur a loss; conversely, if the price declines, the Sub-Fund will realise a short-term capital gain. Any gain will be decreased and any loss increased by the transactional costs described above. Although a Sub-Fund's gain is limited to the price at which it opened the synthetic short position, its potential loss is theoretically unlimited. Stop loss policies are typically employed to limit actual losses, which would otherwise have to be covered by closing long positions.

Synthetic leverage

A Sub-Fund's portfolio may be leveraged by using financial derivative instruments (including OTC Derivatives) i.e. as a result of its transactions in the futures, options and swaps markets. A low margin deposit is required in futures trading and the low cost of carrying cash positions permit a degree of leverage, which may result in exaggerated profits or losses to an investor. A relatively small price movement in a futures position or the underlying instrument may result in substantial losses to the Sub-Fund resulting in a similar decline to the Net Asset Value per Share. The writer of an option is subject to the risk of loss resulting from the difference between the premium received for the option and the price of the futures contract or security underlying the option which the writer must purchase or deliver upon exercise of the option. Contracts for differences and swaps may also be used to provide synthetic short exposure to a stock.

Futures and Options

Under certain conditions, the Company may use options and futures on securities, indices and interest rates, as described in the relevant Data Sheets and in Chapter 5 "Investment restrictions" for the purpose of efficient portfolio management. Also, where appropriate, the Company may hedge market, currency and interest rate risks using futures, options or forward foreign exchange contracts. There is no guarantee that hedging techniques will achieve the desired result. In order to facilitate efficient portfolio management and to better replicate the performance of the benchmark, the Company may finally, for a purpose other than hedging, invest in financial derivative instruments. The Company may only invest within the limits set out in Chapter 5 "Investment restrictions".

Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Volatility derivatives

The volatility of a security (or basket of securities) is a statistical measure of the speed and magnitude of changes in the price of a security (securities) over defined periods of time. Volatility derivatives are based on an underlying basket of shares, and Sub-Funds may use volatility derivatives to increase or reduce volatility risk, in order to express an investment view on the change in volatility, based on an assessment of expected developments in underlying securities markets. For example, if a significant change in the market background is expected, it is likely that the volatility of securities prices will increase as prices adapt to the new circumstances.

The price of volatility derivatives may be highly volatile, and may move in a different way to the other assets of the Sub-Fund, which could have a significant effect on its Net Asset Value per Share.

Total Return Swaps

Because it does not involve physically holding the securities, synthetic replication through total return (or unfunded swaps) and fully-funded swaps can provide a means to obtain exposure to difficult-to-implement strategies that would otherwise be very costly and difficult to have access to with physical replication. Synthetic replication therefore involves lower costs than physical replication. Synthetic replication however involves counterparty risk. If the Sub-Fund engages in OTC Derivatives, there is the risk – beyond the general counterparty risk – that the counterparty may default or not be able to meet its obligations in full. Where the Company and any of its Sub-Funds enters into TRS on a net basis, the two payment streams are netted out, with the Company or each Sub-Fund receiving or paying, as the case may be, only the net amount of the two payments. Total return swaps entered into on a net basis do not involve the physical delivery of investments, other underlying assets or principal. Accordingly, it is intended that the risk of loss with respect to TRS is limited to the net amount of the difference between the total rate of return of a reference investment, index or basket of investments and the fixed or floating payments. If the other party to a TRS defaults, in normal circumstances the relevant Sub-Fund's risk of loss consists of the net amount of total return payments that the Sub-Fund is contractually entitled to receive.

7.14 INVESTMENTS IN TECHNOLOGY RELATED COMPANIES

Sub-Funds which invest in technology related companies may fluctuate in value more than other Sub-Funds because of the greater potential volatility of share prices of technology related companies.

7.15 INVESTMENTS IN CONCENTRATED PORTFOLIOS

Sub-Funds which invest in a concentrated portfolio may be subject to greater volatility than those Sub-Funds with a more diversified portfolio.

7.16 INVESTMENTS IN CONVERTIBLE SECURITIES

Certain Sub-Funds may invest in convertible securities, which may include corporate notes or preferred stock that are ordinary long-term debt obligations of the issuer convertible at a stated exchange rate into common stock of the issuer. As with all debt securities, the market value of convertible securities tends to decline as interest rates increase and, conversely, to increase as interest rates decline. Convertible securities generally offer lower interest or dividend yields than non-convertible securities of similar quality. However, when the market price of the common stock underlying a convertible security exceeds the conversion price, the price of the convertible security tends to reflect the value of the underlying common stock. As the market price of the underlying common stock declines, the convertible security tends to trade increasingly on a yield basis, and thus may not depreciate to the same extent as the underlying common stock. Convertible securities generally rank senior to common stocks in an issuer's capital structure and are consequently of higher quality and entail less risk than the issuer's common stock. However, the extent to which such risk is reduced depends in large measure upon the degree to which the convertible security sells above its value as a fixed income security.

7.17 INVESTMENT IN CONTINGENT CONVERTIBLE BONDS

Certain Sub-Funds may invest in Contingent Convertible Bonds. Under the terms of a Contingent Convertible Bond, certain triggering events, including events under the control of the management of the Contingent Convertible Bond's issuer, could cause the permanent write-down to zero of principal investment and/or accrued interest, or a conversion to equity. These triggering events may include (i) a deduction in the issuing bank's Core Tier 1/Common Equity Tier 1 (CT1/CET1) ratio (or other capital ratios) below a pre-set limit, (ii) a regulatory authority, at any time, making a subjective determination that an institution is "nonviable", i.e., a determination that the issuing bank requires public sector support in order to prevent the issuer from becoming insolvent, bankrupt, unable to pay a material part of its debts as they fall due or otherwise carry on its business and requiring or causing the conversion of the Contingent Convertibles Bonds into equity in circumstances that are beyond the control of the issuer or (iii) a national authority deciding to inject capital. The attention of investors investing in Sub-Funds that are allowed to invest in Contingent Convertibles Bonds is drawn to the following risks linked to an investment in this type of instruments.

Conversion risk

Investment in Contingent Convertible Bonds may result in material losses based on certain trigger events. The existence of these trigger events creates a different type of risk from traditional bonds and may more likely result in a partial or total loss of value or alternatively they may be converted into shares of the issuing company which may also have suffered a loss in value.

Coupon cancellation

For Additional Tier 1 (AT1) Contingent Convertible Bonds, coupons may be cancelled in a going concern situation. Coupon payments on such Contingent Convertible Bonds are entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time. The cancellation of coupon payments on AT1 Contingent Convertible Bonds does

not amount to an event of default. Cancelled payments do not accumulate and are instead written off. This significantly increases uncertainty in the valuation of these Contingent Convertible Bonds and may lead to mispricing of risk.

Capital structure inversion risk

Contrary to classic capital hierarchy, holders of Contingent Convertible Bonds may suffer a loss of capital when equity holders do not. In certain scenarios, holders of Contingent Convertible Bonds will suffer losses ahead of equity holders. This cuts against the normal order of capital structure hierarchy where equity holders are expected to suffer the first loss.

Call extension risk

Most Contingent Convertible Bonds are issued as perpetual instruments, callable at pre-determined levels only with the approval of the competent authority. It cannot be assumed that the perpetual Contingent Convertible Bonds will be called on call date. Perpetual Contingent Convertible Bonds are a form of permanent capital. The investor may not receive return of principal if expected on call date or indeed at any date.

Unknown risk

The structure of Contingent Convertible Bonds is innovative yet untested. In a stressed environment, when the underlying features of these instruments will be put to the test, it is uncertain how they will perform. In the event a single issuer activates a trigger or suspends coupons, will the market view the issue as an idiosyncratic event or systemic? In the latter case, potential price contagion and volatility to the entire asset class is possible. This risk may in turn be reinforced depending on the level of underlying instrument arbitrage. Furthermore in an illiquid market, price formation may be increasingly stressed.

Sector concentration risk

Contingent Convertible Bonds are issued by banking/insurance institutions. If a Sub-Fund invests significantly in Contingent Convertible Bonds its performance will depend to a greater extent on the overall condition of the financial services industry than a Sub-Fund following a more diversified strategy.

Liquidity risk

In certain circumstances finding a ready buyer for Contingent Convertible Bonds may be difficult and the seller may have to accept a significant discount to the expected value of the bond in order to sell it.

Yield and valuation risk

Contingent Convertible Bonds' attractive yield should be viewed as a complexity premium. Contingent Convertible Bonds are complex instruments due to dissimilar trigger levels, necessary capital buffer levels and loss absorption mechanisms and yet untested. Investors should have fully considered the underlying risks before investing in a Sub-Fund having an exposure to Contingent Convertible Bonds and in particular for AT1 Contingent Convertible Bonds, the risks of conversion/write-down or coupon cancellation.

The valuation of Contingent Convertible Bonds is highly complex and depends on the probability of activating the triggers, the extent and probability of any losses upon trigger conversion (not only for write-downs but also from unfavourably timed conversion to equity) and (for AT1 Contingent Convertible Bonds) the likelihood of cancellation of coupons. These different risks may be highly challenging to model due to factors that are discretionary or difficult to estimate (e.g. among others - individual regulatory requirements relating to the capital buffer, the issuers' future capital position, the issuers' behaviour in relation to coupon payments on AT1 Contingent Convertible Bonds, and any risks of contagion).

7.18 INVESTMENTS IN UCITS AND OTHER INVESTMENT FUNDS

Certain Sub-Funds may invest in UCITS and other Investment Funds. The shareholders in those Sub-Funds may incur a duplication of fees and commissions (management fees, including performance fees, custodian fees, central administration fees, audit fees), except that if a Sub-Fund invests in UCITS and other Investment Funds sponsored by a member of Edmond de Rothschild Group Limited, the Sub-Fund will not be charged any subscription and redemption fees with respect to such investment and all or a portion of the investment management fee with respect to such assets may be waived or rebated in accordance with Chapter 5 "Investment restrictions" item (14). The maximum management fees of UCITS and other Investment Funds borne by a Sub-Fund investing in UCITS and other Investment Funds is as set out in Chapter 5 "Investment restrictions", item (15) (i.e., 2.5% p.a.).

7.19 INVESTMENTS IN DEBT SECURITIES

General

Sub-Funds investing in securities such as bonds may be affected by credit quality considerations and changes to prevailing interest rates. The issuer of a bond or other debt security (including, but not limited to, governments and their agencies, state and provincial governmental entities, supranationals and companies) may default on its obligations by failing to make payments due, or repay principal and interest in a timely manner which will affect the value of debt securities held by the Sub-Fund. Debt securities are particularly susceptible to interest rate changes and may experience significant price volatility. If interest rates increase, the value of a Sub-Fund's investments generally declines. On the other hand, if interest rates fall, the value of the investments generally increases. Securities with greater interest rate sensitivity and longer maturities tend to produce higher yields, but are subject to greater fluctuations in value.

The interest-rate risk is generally measured by modified duration (**Modified Duration**). Modified Duration reflects how many per cent the price of a fixed-income investment is expected to rise or fall if the general interest-rate level rises or falls by one percentage point. For example, if the Modified Duration of an investment is 5, the price of the investment will rise by approximately 5% if the general interest-rate level falls by one percentage point.

The Modified Duration of a Sub-Fund is calculated as a weighted average of the Modified Durations of the securities in the Sub-Fund's portfolio.

Debt securities can be rated investment grade or below investment grade. Such ratings are assigned by independent rating agencies (Fitch, Moody's and/or Standard & Poor's) on the basis of the creditworthiness of the issuer or of a bond issue. Rating agencies review, from time to time, such assigned ratings and debt securities may therefore be downgraded in rating if economic circumstances impact the relevant bond issues. Below investment grade debt securities have a lower credit rating than investment grade debt securities and therefore will typically have a higher credit risk (i.e. risk of default, interest rate risk) and may also be subject to higher volatility and lower liquidity than investment grade debt securities,

Changes to the financial condition of the issuer of the securities caused by economic, political or other reasons may adversely affect the value of debt securities and therefore the performance of the Sub-Funds. This may also affect a debt security's liquidity and make it difficult for a Sub-Fund to sell the debt security. It is possible that credit markets will experience a lack of liquidity during the term of a Sub-Fund which may result in higher default rates than anticipated on the bonds and other debt securities.

Investments in Government debt securities

Certain Sub-Funds may invest in debt securities ("Sovereign Debt") issued or guaranteed by governments or their agencies ("governmental entities"). Governmental entities may default on their Sovereign Debt. Holders of Sovereign Debt, including a Sub-Fund, may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities. There is no bankruptcy proceeding by which Sovereign Debt on which a governmental entity has defaulted may be collected in whole or in part.

There are increasing concerns regarding the ability of multiple sovereign states to continue to meet their debt obligations. This has led to the downgrading of the credit rating of certain European governments and the US government. Global economies are highly dependent on each other and the consequences of the default of any sovereign state may be severe and far-reaching and could result in substantial losses to the Sub-Fund and the investor.

Certain Sub-Funds may invest substantially in Sovereign Debt. In light of the current fiscal conditions and concerns on the sovereign debt risk of certain countries, a Sub-Fund's investments in Sovereign Debt may be more volatile. The performance of the Sub-Fund may deteriorate significantly should there be any adverse credit events (e.g. downgrade of the sovereign credit rating, obligation default, etc) of any country.

Investments in debt securities of financial institutions

Certain financial institutions may be adversely affected by market events and could be forced into restructurings, mergers with other financial institutions, nationalised (whether in part or in full), be subject to government intervention or become bankrupt or insolvent. All of these events may have an adverse effect on a Sub-Fund and may result in the disruption or complete cancellation of payments to the Sub-Fund. Such events may also trigger a crisis in global credit markets and may have a significant effect on a Sub-Fund and its assets. Prospective investors should note that a Sub-Fund's investments may include bonds and other debt securities that constitute subordinated obligations of such institutions. Upon the occurrence of any of the events outlined above the claims of any holder of such subordinated securities shall rank behind in priority to the claims of senior creditors of such institution. No payments will be made to the Sub-Fund in respect of any holdings of such subordinated bonds or debt securities until the claims of the senior creditors have been satisfied or provided for in full.

Perpetual bonds

Certain Sub-Funds may invest in debt securities which do not have a fixed maturity (perpetual bonds). Perpetual bonds make regular interest payments, but never redeem the principal amount; to get back the capital invested in such bonds, investors must sell them. Perpetual bonds often include a provision that gives the bond holder or the issuer an option to take some action against the other party. In the case the bonds has an embedded call option, the issuer retains the right to retire the debt fully or partially before the maturity or at any other pre-defined date. This call provision may be detrimental to investors who run the risk of losing a high-coupon bond. The put provision grants the investor the right to sell the issue back to the issuer at a certain date or dates. The issuer may have the option to redeem the security against cash, common stock or another debt instruments.

In addition to the normal risks related to investments in debt securities, perpetual bonds are exposed to additional risk. Timing or call risk: the issuer may retire all or part of the issue before maturity, this right will normally be exercised if market interest decline below the coupon rate of the issue and/or the credit risk of the issuer allows better funding opportunity. Volatility risk: in case the interest rate volatility increases the price of the security falls because the investor has given away a more valuable option. Marketability or liquidity risk: some of these investments are traded in a very tiny market, diminishing the ease with which such an investment may be sold. Maturity: as described above, perpetual bonds never redeem the principal amount unless a put provision is applicable and therefore capital invested can only be recovered through sale, subject to the above mentioned liquidity risk.

High yield bonds

Investment in debt securities is subject to interest rate, sector, security and credit risks. Compared to investment grade bonds, high yield bonds are normally lower-rated securities and will usually offer higher yields to compensate for the reduced creditworthiness or increased risk of default that these securities carry.

Investment grade bonds

Certain Sub-Funds may invest in investment grade bonds. Investment grade bonds are assigned ratings within the top rating categories by rating agencies (Fitch, Moody's and/or Standard & Poor's) on the basis of the creditworthiness or risk of default

of a bond issue. Rating agencies review, from time to time, such assigned ratings and bonds may therefore be downgraded in rating if economic circumstances impact the relevant bond issues.

Unrated bonds

Certain Sub-Funds may invest in debt securities which do not have a rating issued by an independent rating agency. In such instances, the credit worthiness of such securities will be determined by the investment manager as at the time of investment.

Investment in an unrated debt security will be subject to those risks of a rated debt security of comparable quality. For example, an unrated debt security of comparable quality to a debt security rated below investment grade will be subject to the same risks as a below investment grade rated security.

7.20 STRUCTURED PRODUCTS

Investments in structured products may involve additional risks than those resulting from direct investments in underlying assets. Sub-Funds investing in structured products are exposed not only to movements in the value of the underlying asset including but not limited to currency (or basket of currencies), equity, bond, commodity index or any other eligible index, but also to the risk that the issuer of the structured product defaults or becomes bankrupt. The Sub-Fund may bear the risk of the loss of its principal investment and periodic payments expected to be received for the duration of its investment in the structured products. In addition, a liquid secondary market may not exist for the structured products, and there can be no assurance that one will develop. The lack of a liquid secondary market may make it difficult for the Sub-Fund to sell the structured products it holds. Structured products may also embed leverage which can cause their prices to be more volatile and their value to fall below the value of the underlying asset.

7.21 INVESTMENTS IN CHINA

Investing in the People's Republic of China (**PRC**) is subject to the risks of investing in emerging markets (as described under Chapter 7.9 – "Investments in Emerging and Less Developed Markets") and additionally risks which are specific to the PRC market. The economy of China is in a state of transition from a planned economy to a more market oriented economy and investments may be sensitive to changes in law and regulation together with political, social or economic policy which includes possible government intervention.

In extreme circumstances, Sub-Funds may incur losses due to limited investment capabilities, or may not be able to fully implement or pursue their investment objectives or strategy, due to local investment restrictions, illiquidity of the PRC domestic securities market, and/or delay or disruption in execution and settlement of trades.

Shanghai-Hong Kong Stock Connect

Sub-Funds which can invest in China may invest in China A-shares through the Shanghai-Hong Kong Stock Connect program subject to any applicable regulatory limits. The Shanghai-Hong Kong Stock Connect program is a securities trading and clearing linked program developed by Hong Kong Exchanges and Clearing Limited (**HKEx**), the Hong Kong Securities Clearing Company Limited (**HKSCC**), Shanghai Stock Exchange ("**SSE**") and China Securities Depository and Clearing Corporation Limited (**ChinaClear**) with an aim to achieve mutual stock market access between mainland China and Hong Kong. This program allows foreign investors to trade certain SSE listed China A-Shares through their Hong Kong based brokers.

The Sub-Funds seeking to invest in the domestic securities markets of the PRC via the Shanghai-Hong Kong Stock Connect are subject to the following additional risks:

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

Legal/Beneficial Ownership: Where securities are held in custody on a cross-border basis, there are specific legal/beneficial ownership risks linked to compulsory requirements of the local Central Securities Depositories, HKSCC and ChinaClear.

As in other emerging and less developed markets (please refer above to Chapter 7.9 "Investments in Emerging and Less Developed Markets"), the legislative framework is only beginning to develop the concept of legal/formal ownership and of beneficial ownership or interest in securities. In addition, HKSCC, as nominee holder, does not guarantee the title to Shanghai-Hong Kong Stock Connect securities held through it and is under no obligation to enforce title or other rights associated with ownership on behalf of beneficial owners. Consequently, the courts may consider that any nominee or custodian as registered holder of Shanghai-Hong Kong Stock Connect securities would have full ownership thereof, and that those Shanghai-Hong Kong Stock Connect securities would form part of the pool of assets of such entity available for distribution to creditors of such entities and/or that a beneficial owner may have no rights whatsoever in respect thereof. Consequently the Sub-Funds and the Depositary cannot ensure that the Sub-Funds ownership of these securities or title thereto is assured.

To the extent that HKSCC is deemed to be performing safekeeping functions with respect to assets held through it, it should be noted that the Depositary and the Sub-Funds will have no legal relationship with HKSCC and no direct legal recourse against HKSCC in the event that the Sub-Funds suffer losses resulting from the performance or insolvency of HKSCC.

In the event ChinaClear defaults, HKSCC's liabilities under its market contracts with clearing participants will be limited to assisting clearing participants with claims. HKSCC will act in good faith to seek recovery of the outstanding stocks and monies from ChinaClear through available legal channels or the liquidation of ChinaClear. In this event, the Sub-Funds may not fully recover their losses or their Shanghai-Hong Kong Stock Connect securities and the process of recovery could also be delayed.

Operational Risk: The HKSCC provides clearing, settlement, nominee functions and other related services of the trades executed by Hong Kong market participants. PRC regulations which include certain restrictions on selling and buying will apply to all market participants. In the case of sale, pre-delivery of shares are required to the broker, increasing counterparty risk. Because of such requirements, the Sub-Funds may not be able to purchase and/or dispose of holdings of China A-Shares in a timely manner.

Quota Limitations: The program is subject to quota limitations which may restrict the Sub-Funds ability to invest in China A Shares through the program on a timely basis.

Investor Compensation: The Sub-Fund will not benefit from local investor compensation schemes.

Shanghai-Hong Kong Stock Connect only operates on days when both the PRC and Hong Kong markets are open for trading and when banks in both markets are open on the corresponding settlement days. There may be occasions when it is a normal trading day for the PRC market but the Sub-Funds cannot carry out any China A-Shares trading. The Sub-Funds may be subject to risks of price fluctuations in China A-Shares during the time when Shanghai-Hong Kong Stock Connect is not trading as a result.

7.22 INVESTMENTS IN RUSSIA

The relative infancy of the Russian governmental and regulatory framework may expose investors to various political and economic risks. The Russian Securities Market from time to time may also suffer from a lack of market efficiency and liquidity which may cause higher price volatility and market disruptions.

The Sub-Funds may invest in securities listed on the Russian Trading System (RTS) Stock Exchange and on the Moscow Interbank Currency Exchange in Russia, which are classified as Regulated Markets. Until such time that they become Regulated Markets, the Sub-Fund will limit any direct investment in securities traded on the non-Regulated Markets of the Commonwealth of Independent States (together with any other securities not traded on a Regulated Market) to 10% of its net assets.

Investments in Russia are currently subject to certain heightened risks with regard to the ownership, custody of securities and counterparty exposure. In addition, Russian securities have an increased custodial risk associated with them as such securities are, in accordance with market practice, held in custody with Russian institutions which may not have adequate insurance coverage to cover loss due to theft, destruction or default.

Some Sub-Funds may have indirect exposure to emerging and less developed markets by investing in companies that are incorporated under the laws of, and have their registered office in, developed markets but carry out some or all of their economic activity in emerging markets. Investments in emerging and less developed markets are subject to increased political, regulatory and economic instability, poor transparency and greater financial risks.

7.23 INVESTMENTS IN REAL ESTATE

Investments in equity securities issued by companies which are principally engaged in the business of real estate will subject the strategy to risks associated with the direct ownership of real estate. These risks include, among others, possible declines in the value of real estate; risks related to general and local economic conditions; possible lack of availability of mortgage funds; overbuilding; extended vacancies of properties; increases in competition; property taxes and transaction, operating and foreclosure expenses; changes in zoning laws; costs resulting from the clean-up of, and liability to third parties for damages resulting from, environmental problems; casualty or condemnation losses; uninsured damages from floods, earthquakes or other natural disasters and acts of terrorism; limitations on and variations in rents; and changes in interest rates. The strategy may invest in securities of small to mid-size companies which may trade in lower volumes and be less liquid than the securities of larger, more established companies, there are therefore risks of fluctuations in value due to the greater potential volatility in share prices of smaller companies (see “Investments in Small and Medium Enterprises”).

7.24 DEPOSITORY RECEIPTS

Investment into a given country may be made via direct investments into that market or by depository receipts traded on other international exchanges in order to benefit from increased liquidity in a particular security and other advantages. A depository receipt admitted to the official listing on a stock exchange in an Eligible State or traded on a Regulated Market may be deemed an eligible transferable security regardless of the eligibility of the market in which the security to which it relates normally trades.

7.25 LISTING

Where the Shares are listed, the exchanges on which those Shares are listed take no responsibility for the contents of this document, make no representations as to its accuracy or completeness and expressly disclaim any liability whatsoever for any kind of loss arising from or in reliance upon any part of the contents of this document.

This Prospectus includes particulars given in compliance with the listing regulations of the exchanges on which the Shares are listed for the purpose of giving information with regard to the Company. The directors of the Company collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus and confirm, having made all reasonable inquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

The foregoing risk factors are indicative of those risks involved in investing in the Shares. Prospective investors should read the entire Prospectus and consult with their legal, tax and financial advisors before making any decision to invest in the Company.

******

8. MANAGEMENT COMPANY

The Board has appointed EDMOND DE ROTHSCHILD ASSET MANAGEMENT (LUXEMBOURG) as management company (the **Management Company**) responsible, under the supervision of the Board, for the administration, management, and distribution of the Company and its Sub-Fund pursuant to a management company agreement entered into for an indefinite period (the **Management Company Agreement**). In relation to the administration function, the Management Company is in charge in particular of processing of the issue, redemption and conversion of the Shares and settlement arrangements thereof, keeping the register of the Company's shareholders, calculating the Net Asset Value per Share, maintaining the records, assisting the Board in verifying that investors qualify as eligible investors under applicable Luxembourg law and other general functions as more fully described in the Management Company Agreement and the central administration agreement (the **Central Administration Agreement**). The rights and duties of the Management Company are further laid down in articles 107 et seq. of the Law of 17 December 2010.

The Management Company was incorporated as a limited liability company on 25 July 2002, and its Articles were amended for the last time on 18 September 2014 and published in the Memorial on 4 November 2014. The Management Company is registered with the Registry of Trade and Companies of Luxembourg under number B 88,591. The Management Company is approved under Chapter 14 of the Law of 17 December 2010. The subscribed capital of the Management Company is EUR 18,238,022.99 and is fully paid up.

At the date of this Prospectus, the composition of the Board of the Management Company is as follows:

- Mr Christophe Caspar, Chairman
- Mrs Katherine Blacklock
- Mr Flavien Duval
- Mr Marc Saluzzi

David Baert, Mr Enrique Bouillot, Mr Raymond Glodé, Mr Emmanuel Vergeynst, Mr Guy Verhoustraeten and Mr Serge Weyland are the managers responsible for the day-to-day activities of the Management Company within the meaning of article 102 of the Law of 17 December 2010, and CSSF Circular 18/698.

The Management Company is vested with the day-to-day administration of the Company. In fulfilling its duties as set forth by the Law of 17 December 2010, the Management Company Agreement and the Central Administration Agreement, the Management Company is authorised, for the purpose of more efficient conduct of its business, to delegate, under its responsibility and control, and with the prior consent of the Company and subject to the approval of the CSSF, part or all of its functions and duties to any third party, which, having regard to the nature of the functions and duties to be delegated, must be qualified and capable of undertaking the duties in question. The Management Company shall remain liable to the Company in respect of all matters so delegated. The Management Company will require any such agent to which it intends to delegate its duties to comply with the provisions of the Prospectus, the Articles and the relevant provisions of the Management Company Agreement.

In relation to any delegated duty, the Management Company will implement appropriate control mechanisms and procedures, including risk management controls, and regular reporting processes in order to ensure an effective supervision of the third parties to whom functions and duties have been delegated and that the services provided by such third party service providers are in compliance with the Articles, the Prospectus and the agreement entered into with the relevant third party service provider. The Management Company has delegated the following functions in respect of the Company and its Sub-Funds:

- the global distribution function to EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE);
- the investment management function to EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE);
- the transfer agent function to the Sub-Transfer Agent. It is understood that the Sub-Transfer Agent is entitled to receive only subscription/redemption/conversions orders for distributors previously agreed upon by the Management Company or the Global Distributor, aiming to facilitate the order processing of distributors in other time zone than the Company.

In addition, the Management Company may delegate all or part of its administrative functions and duties to a sub-contractor which, having regard to the nature of the functions and duties to be delegated, must be qualified and capable of undertaking the duties in question.

The Management Company will be careful and diligent in the selection and monitoring of the third parties to whom functions and duties may be delegated and ensure that the relevant third parties have sufficient experience and knowledge as well as the necessary authorisations required to carry out the functions delegated to them.

The terms and conditions of the remuneration of the Management Company appear in Chapter 19, "Fees and Expenses", and in more detail in the Data Sheets.

The Management Company has established and applies a remuneration policy and practices that are consistent with, and promote, sound and effective risk management and that neither encourage risk taking which is inconsistent with the risk profiles, rules, this Prospectus or the Articles nor impair compliance with the Management Company's obligation to act in the best interest of the Company (the **Remuneration Policy**).

The Remuneration Policy includes fixed and variable components of salaries and applies to those categories of staff, including senior management, risk takers, control functions and any employee receiving total remuneration that falls within the remuneration bracket of senior management and risk takers whose professional activities have a material impact on the risk profiles of the Management Company, the Company or the Sub-Funds.

The Remuneration Policy is in line with the business strategy, objectives, values and interests of the Management Company, the Company and the shareholders and includes measures to avoid conflicts of interest.

In particular, although it is intended that the Management Company intends to apply the proportionality rules foreseen in the ESMA guidelines 2016/411 dated 31 March 2016 on sound remuneration under the UCITS Directive and AIFMD to an extent variable from time to time with respect to the different categories of staff of the Management Company, the Remuneration Policy will ensure that:

- the staff engaged in control functions are compensated in accordance with the achievement of the objectives linked to their functions, independently of the performance of the business areas that they control;
- the assessment of performance is set in a multi-year framework appropriate to the holding period recommended to the investors of the Company in order to ensure that the assessment process is based on the longer-term performance of the Company and its investment risks and that the actual payment of performance-based components of remuneration is spread over the same period;
- the fixed and variable components of total remuneration are appropriately balanced and the fixed component represents a sufficiently high proportion of the total remuneration to allow the operation of a fully flexible policy on variable remuneration components, including the possibility to pay no variable remuneration component;
- the measurement of performance used to calculate variable remuneration components or pools of variable remuneration components includes a comprehensive adjustment mechanism to integrate all relevant types of current and future risks;
- if at any point of time, the management of the Company were to account for 50 % or more of the total portfolio managed by the Management Company, at least 50 %, of any variable remuneration component will have to consist of Shares, equivalent ownership interests, or share-linked instruments or equivalent non-cash instruments with equally effective incentives as any of the instruments referred to in this item; and
- a substantial portion, and in any event at least 40 %, of the variable remuneration component, is deferred over a period which is appropriate in view of the holding period recommended to the shareholders and is correctly aligned with the nature of the risks of the Company.

Details of the Remuneration Policy, including the persons in charge of determining the fixed and variable remunerations of the staff, a description of the key remuneration elements and an overview of how remuneration is determined, is available on the website http://www.edmond-de-rothschild.com/site/Luxembourg/en/asset-management/terms-and-conditions. A paper copy of the summarised Remuneration Policy is available free of charge to the shareholders upon request.

The Management Company Agreement has been entered into for an undetermined period of time and may be terminated by either party upon serving to the other a three (3) months' prior written notice.

The Management Company may also act as independent data controller and process personal data in the context of its activities. The conditions under which such data is processed are detailed in the personal data protection charter of the Management Company which is available in several languages on the website www.edmond-de-rothschild.eu in the «your personal data» section. Further information thereon may also be obtained at the following email address: DPO-eu@edr.com. The Investors are kindly requested to transmit this charter to any relevant natural persons whose personal data could be processed by the Management Company as independent data controller, such as (where applicable) their board members, representatives, signatories, employees, officers, attorneys, contact persons, agents, service providers, controlling persons, shareholders/unitholders/limited partners, beneficial owners, and/or any other related persons.

****

9. GLOBAL DISTRIBUTOR

The Management Company has appointed, at the request and with the consent of the Company, EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) (the **Global Distributor**) as global distributor of the Sub-Funds, as described in the relevant Data Sheets, to provide coordination services for all the local distributors of the Shares of the relevant Sub-Fund(s).

The Global Distributor is entitled to agree investment contracts with any professional intermediary, i.e. banks, insurance companies, internet supermarkets, independent managers, brokers, management companies or any other institution whose main or ancillary business activities relate to the distribution of investment funds and relations with clients. Some intermediaries may not offer all the Sub-Funds/Classes/Sub-Classes to their clients. For more information on this subject, any clients concerned should consult the Global Distributor of the relevant Sub-Fund or their intermediaries.

In the event of a change of status, specifically under FATCA and the CRS, the intermediaries must notify the Global Distributor and/or the Company and/or the Management Company of said change within maximum ninety (90) days from the date of change.

All distributors that are entitled to receive subscription monies and/or subscription, redemption or conversion orders on behalf of the Company and nominee service providers must be (i) professionals operating in the financial sector of a FATF/GAFI member country which are subject under their local regulations to anti money laundering rules equivalent to those required by Luxembourg law which comply with FATCA and the CRS or (ii) professionals established in a non-FATF member state provided they are obliged to follow anti money laundering and terrorism financing rules equivalent to those required by Luxembourg law because of internal group policies, which comply with FATCA and CRS legislation. Whilst and to the extent that such arrangements subsist, underlying investors will not appear in the register of the Company and will have no direct right of recourse against the Company.

The Global Distributor does not centralise subscription orders from investors.

****

10. INVESTMENT MANAGER

The Management Company has appointed, at the request and with the consent of the Company, EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE), Paris (the **Investment Manager**), as investment manager of the Sub-Funds, as described in the relevant Data Sheets.

The Investment Manager will be in charge of the day-to-day management of (all or portion of) the assets of the Sub-Funds for which it has been appointed as investment manager and will deal in the relevant investments on account of the relevant Sub-Funds on a discretionary, subject to and in accordance with instructions received from the Management Company from time to time, and in accordance with each Sub-Fund's investment objective, policy and restrictions.

With the consent of the Company and the Management Company, the Investment Manager may delegate its investment management function to third parties in respect of one or more Sub-Funds for which it has been appointed as investment manager, in which case such delegation will be described in the relevant Data Sheet.

The Investment Manager may, on its own responsibility, appoint one or more investment advisors for each Sub-Fund for which it has been appointed as investment manager. Their mission will be to advise it on investment opportunities and obtain assistance for the Sub-Funds whose assets it manages. The investment advisor(s) appointed by the Investment Manager are paid by the Investment Manager.

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) is a 99.99% subsidiary of Edmond de Rothschild (France), Paris, which is a French commercial bank, belonging to the Edmond de Rothschild Group. EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) is registered in the Register of Companies under the number 332 652 536. EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) received its authorisation as an investment firm active in portfolio management in 15 April 2004 from the Financial Markets Authority (**AMF**) in France, under the number GP04000015. The share capital of EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) is EUR 11,033,769 and is fully paid up. EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE) is active in asset management for both private and institutional investors.

The terms and conditions of the remuneration of the Investment Manager appear in Chapter 19, "Fees and Expenses", and in more detail in the relevant Data Sheets.

The Investment Manager may not retain the benefit of any cash commission or rebate paid or payable by any broker or dealer in respect of any business placed with such broker or dealer for or on behalf of the Company. However, the Investment Manager may enter into an arrangement with a broker or dealer whereby the latter agrees that part of the dealing commission it earns will be redirected to one or more third parties, nominated by the Investment Manager, as payment for services (such as operational and IT support in the context of FX transactions) that they have provided to or for the benefit of the Company. The Investment Manager may only enter into similar arrangements where the payment to the third party(ies) (i) is designed to enhance the quality of the services provided to the Company and (ii) does not impair compliance with the Investment Manager's duty to act in the best interest of the Company. Further information about such arrangements is available on request.

****

11. DEPOSITARY AND DOMICILIARY AGENT

EDMOND DE ROTHSCHILD (EUROPE) (the **Depositary**) has been appointed as depositary of the Company under a depositary agreement (the **Depositary Agreement**).

Edmond de Rothschild (Europe) is a bank organised as a *société anonyme*, regulated by the CSSF and incorporated under the laws of the Grand Duchy of Luxembourg. Its registered office and administrative offices are at 4 Rue Robert Stumper, L-2557 Luxembourg.

The Depositary Agreement between the Company, the Depositary and the Management Company provides that it will remain in force for an unlimited period and that it may be terminated by either party at any time upon ninety (90) days' prior written notice. The Depositary Agreement is governed by Luxembourg law and the courts of Luxembourg will have exclusive jurisdiction to hear any disputes or claims arising out of or in connection with the Depositary Agreement.

The Depositary will assume its functions and responsibilities in accordance with applicable Luxembourg law and regulations and the Depositary Agreement. With respect to its duties under the Law of 17 December 2010, the Depositary will ensure the safekeeping of the Company's assets. The Depositary has also to ensure that the Company's cash flows are properly monitored in accordance with the Law of 17 December 2010.

In addition, the Depositary will:

(1) ensure that the sale, issue, repurchase, redemption and cancellation of the Shares are carried out in accordance with Luxembourg law and the Articles;

(2) ensure that the value of the Shares is calculated in accordance with Luxembourg law and the Articles;

(3) carry out the instructions of the Company and the Management Company, unless they conflict with Luxembourg law or the Articles;

(4) ensure that in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits;

(5) ensure that the Company's incomes are applied in accordance with Luxembourg law and the Articles.

The Depositary may not delegate any of the obligations and duties set out in items (1) to (5) above. The Depositary may not delegate its cash flow monitoring duties.

In compliance with the provisions of the Law of 17 December 2010 and the UCITS-CDR, the Depositary may, under certain conditions, entrust part or all of the assets which are placed under its custody and/or recordkeeping to third-party delegates as appointed from time to time. The Depositary has in place a decision-making process for selecting any third-party delegates to which safekeeping functions may be delegated which are based on objective pre-defined criteria and meet the sole interest of the Company and its Investors. The Depositary's liability shall not be affected by any such delegation.

The assets held in custody by the Depositary shall not be reused, transferred, pledged, sold or lent by the Depositary, or by any delegate to which the custody function has been delegated, for their own account.

The assets held in custody by the Depositary may only be reused where (i) the reuse of the assets is executed for the account of the Company; (ii) the Depositary is carrying out the instructions of the Management Company on behalf of the Company; (iii) the reuse is for the benefit of the Company and in the interest of the shareholders; and (iv) the transaction is covered by high-quality and liquid collateral received by the Company under a title transfer arrangement.

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

The Depositary will be liable to the Company or to the shareholders for the loss of the Company's financial instruments held in custody by the Depositary or its delegates to which it has delegated its custody functions. A loss of a financial instrument held in custody by the Depositary or its delegate will be deemed to have taken place when the conditions of article 18 of the UCITS-CDR are met. The liability of the Depositary for losses other than the loss of the Company's financial instruments held in custody will be incurred pursuant to the provisions of the Depositary Agreement.

In case of loss of the Company's financial instruments held in custody by the Depositary or any of its delegates, the Depositary will return financials instruments of identical type or the corresponding amount to the Company without undue delay. However, the Depositary's liability will not be triggered provided the Depositary can prove that all the following conditions are met:

(1) the event which led to the loss is not the result of any act or omission of the Depositary or of any of its delegates;

(2) the Depositary could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice;

(3) the Depositary could not have prevented the loss despite rigorous and comprehensive due diligence as documented in accordance with point (c) of article 19(1) of the UCITS-CDR.

The requirements referred to in points (1) and (2) in this paragraph may be deemed to be fulfilled in the following circumstances:

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

The requirements referred to in points (1) and (2) above shall not be deemed to be fulfilled in cases such as an accounting error, operational failure, fraud, failure to apply the segregation requirements at the level of the Depositary or any of its delegates.

The Depositary's liability shall not be affected by any delegation of its custody functions.

An up-to-date list of the third-party delegates (including the global sub-custodian) appointed by the Depositary and of the delegates of these third-party delegates (including the global sub-custodian) is available on the website http://www.edmond-de-rothschild.com/site/Luxembourg/en/asset-management/terms-and-conditions.

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

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

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

A paper copy of the conflict of interest policy of the Depositary is available to the Company's shareholders on request at the Company's registered office.

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

The Depositary is not involved, directly or indirectly, with the business affairs, organisation, sponsorship or management of the Company and is not responsible for the preparation of this document and accepts no responsibility for any information contained in this document other than the above description. The Depositary will not have any investment decision-making role in relation to Company. Decisions in respect of the purchase and sale of assets for the Company, the selection of investment professionals and the negotiation of commission rates are made by the Company and/or the Management Company and/or their delegates. Shareholders may ask to review the Depositary Agreement at the registered office of the Company should they wish to obtain additional information as regards the precise contractual obligations and limitations of liability of the Depositary.

The fees and expenses of the Depositary indicated in Chapter 19, "Fees and Expenses" are paid by the Company and are in accordance with normal practice in the Luxembourg market. The fee payable to the Depositary will be calculated every quarter on the basis of the average net assets of the Company during the quarter in question.

The Depositary will not be liable for the Company's investment decisions nor the consequences of the Company's investment decisions on its performances.

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

The Depositary may also act as independent data controller and process personal data in the context of its activities. The conditions under which such data is processed are detailed in the personal data protection charter of the Depositary which is available in several languages on the website www.edmond-de-rothschild.eu in the «your personal data» section. Further information thereon may also be obtained at the following email address: DPO-eu@edr.com. The Investors are kindly requested to transmit this charter to any relevant natural persons whose personal data could be processed by the Depositary as independent data controller, such as (where applicable) their board members, representatives, signatories, employees, officers, attorneys, contact persons, agents, service providers, controlling persons, shareholders/unitholders/limited partners, beneficial owners, and/or any other related persons.

****

12. SHARES

The Shares are issued as registered shares and with no indication of any par value. They are registered in the register of shareholders, and the shareholders will receive confirmation in writing but no certificate representing the shares will be issued. Shares may also be held and transferred through accounts maintained with clearing systems. They are entirely paid-up. Fractional shares may be issued up to four (4) decimal places and will have attached rights in proportion to the fraction of a Share but they will not have voting rights. The Shares do not grant any pre-emptive rights in the issue of new Shares.

Within any one Sub-Fund, all of the Shares have equal rights in respect of voting rights in all General Meetings and in all of the meetings of the Sub-Fund in question. Subject to the restrictions described below, Shares are freely transferable and are each entitled to participate equally in the profits and liquidation proceeds attributable to the relevant Share Class.

Shares redeemed by the Company become null and void.

The Board may restrict or prevent the ownership of Shares by any person, firm or corporation, if such ownership may be against the interests of the Company or of the majority of shareholders or of any Sub-Fund or Share Class therein. Where it appears that a person who should be precluded from holding Shares, either alone or in conjunction with any other person, is a beneficial owner of Shares, the Management Company may compulsorily redeem all Shares so owned in accordance with the provisions of the Articles.

The Management Company may, in its absolute discretion, delay the acceptance of any subscription for Shares of a Share Class restricted to Institutional Investors until such date as it has received sufficient evidence of the qualification of the investor as an Institutional Investor. If it appears at any time that a holder of a Share Class restricted to Institutional Investors is not an Institutional Investor, the Management Company will either redeem the relevant Shares in accordance with the provisions under Chapter 15, "Issue and delivery of Shares", Chapter 16, "Redemption of Shares" and Chapter, 17 "Share Conversion" below, or switch such Shares into a Share Class that is not restricted to Institutional Investors (provided there exists such a Share Class with similar characteristics) and notify the relevant shareholder of such switch.

The Management Company may create within each Sub-Fund different classes of Shares whose assets will be commonly invested pursuant to the specific investment policy of the relevant Sub-Fund. Such Classes are distinguished by their fee structure, their distribution policy, their liquidity, and the minimum subscription applicable to them (this list is not exhaustive). The features of the relevant Classes issued within each Sub-Fund will be as set out in the relevant Data Sheets.

The Classes in certain Sub-Funds designated in the Data Sheets may themselves be divided into a number of Sub-Classes each with a different valuation currency by a decision of the Board. **Investors' attention is drawn to the fact that depending upon the foreign exchange risk hedging operations put in place or not for each Sub-Class, investors are exposed to the risk that the Net Asset Value of any Sub-Class denominated in a given valuation currency may change unfavourably in comparison with that of a Sub-Class denominated in a different valuation currency. Hedged Classes of Shares are Classes of Shares to which a hedging strategy aiming at mitigating currency risk against the reference currency of the Sub-Fund is applied in accordance with the ESMA Opinion 34-43-296. Hedged Sub-Classes will systematically and to the extent possible fully be hedged within bandwidths ranging between 95% and 105% (should those limits not be respected from time to time, hedging readjustment will be operated) against the exchange rate fluctuation between the currency of the Sub-Class and the base currency of the Sub-Fund or to reduce exchange rate fluctuations between the currency of the hedged Sub-Class and other currencies within the Sub-Fund's portfolio unless specified otherwise in the Data Sheets. Hedging will be done via currency forward contracts, swaps or even currency options. The currency exchange risk cannot be completely neutralized as the hedging technique is based in the Sub-Fund's NAV. It is nevertheless stipulated that the expenses related to any financial instruments that may be employed in foreign exchange risk hedging operations for the Sub-Class in question will be allocated exclusively to that Sub-Class.**

The Data Sheets indicate which Classes and if applicable Sub-Classes are available for each Sub-Fund and any additional particular characteristics of the Classes and Sub-Classes involved.

The Board may decide in the case of each Sub-Fund to close the Shares of one or more Classes for subscription temporarily, even by converting the Shares of another Class or another Sub-Fund.

****

13. DEFINITION AND CALCULATION OF THE NET ASSET VALUE

The Net Asset Value per Share of each active Sub-Fund is determined in Luxembourg by the Management Company (or its sub-contractor) under the responsibility of the Board, by dividing the net value of the assets of the Sub-Fund in question, which corresponds to the value of the assets of the Sub-Fund less its liabilities, by the number of Shares in circulation in that Sub-Fund on the same date, and rounding up or down to the nearest higher or lower unit of the valuation currency of the Sub-Fund, which is specified in the Data Sheets. In order to avoid any ambiguity, the unit of the valuation currency is understood to mean the smallest unit in that currency (if, for example, the valuation currency is the Euro, the unit is the cent).

The Net Asset Value per Share of each Sub-Fund is determined with a frequency specified for each Sub-Fund in the Data Sheets (the **Valuation Day**).

In establishing the audited annual report and the unaudited semi-annual report, the Company will, for each Sub-Fund, carry out an additional valuation of its securities' portfolio by using for this purpose the closing prices of the same day. As such and if necessary, at the closing date of the Financial Year and the semester, the Company will carry out two determinations of the Net Asset Value of the Sub-Funds concerned, one based on the principle of the securities' portfolio valued at the last available rates at the moment of the determination of the price applicable to subscriptions, redemptions and conversions processed on this date, and the other based on the principle of the securities' portfolio valued at the closing prices of the same day and intended to be published in the annual revised report and in the non-revised semi-annual report. To avoid any risk of confusion for the investors, the audited annual report as well as the unaudited semi-annual report will clearly mention the double determination of the Net Asset Value of the Sub-Funds concerned and an explanatory note will be inserted in those reports in order to specify the origin of the gap between the Net Asset Value determined on the basis of the closing rates and the Net Asset Value applied to subscriptions, redemptions and conversions.

The Net Asset Value of the Shares in each Sub-Fund is determined by dividing the sum of the net assets of each Sub-Fund by the number of Shares of the Sub-Fund in question in circulation on the valuation date, and rounding up or down to the closest second decimal place of the reference currency for that Sub-Fund.

The total net assets of the Company are expressed in Euros and the consolidation of the various different Sub-Funds is obtained by converting the net assets of the various different Sub-Funds into Euros and adding them together them.

The valuation of the net assets of the various different Sub-Funds will be carried out in the following manner:

I. The assets of the Company will comprise, among others:

1. all of the currency in cash or in bank deposits including interest due but not received and interest accrued on such deposits on the Valuation Day;
2. all effects and notes payable at sight and accounts receivable (including earnings from sales of securities the cost of which has still not been received);
3. all securities, units, shares, bonds, option rights or subscription rights and other investments and securities which are owned by the Company;
4. all dividends and distributions receivable by the Company in cash or in securities insofar as the Company is aware of these;
5. all interest due but not yet received and all interest produced up to the Valuation Day by securities which are the property of the Company, except where such interest is included within the principal of such securities;
6. the setting-up expenses of the Company insofar as they have not yet been amortised;
7. all other assets of any nature whatsoever, including prepaid expenses.

The value of such assets will be determined in the following manner:

8. The value of cash in hand or on deposit, bills and notes payable at sight, and accounts receivable, prepayments, and dividends and interest notified or reaching maturity but not received shall be made up of the nominal value of such assets, except insofar as it is unlikely that such value will be received; in this latter case, the value will be determined by deducting such amount as the Board may consider appropriate in order to reflect the real value of those assets.
9. The valuation of securities and/or Money Market Instruments (i) dealt in on a Regulated Market, or (ii) dealt in on any Other Regulated Market, or (iii) accepted for official listing on a stock exchange of a State which is not a EU Member State, or dealt in on any Other Regulated Market in any non-EU Member State, will be based upon the last price known in Luxembourg on the Valuation Day, and if such securities or such instruments are traded on several markets, on the basis of the last price known at the principal market for such securities or instruments on the Valuation Day. If the last known price on any given Valuation Day is not representative, the valuation will be based upon the probable realisation value which the Board will estimate with prudence and in good faith.
10. Unquoted securities or those not dealt in on a Regulated Market or any Other Regulated Market will be valued on the basis of their probable realisation value, which the Board will estimate with prudence and in good faith.
11. Forwards and futures contracts and options are valued on the basis of the last known price in the market involved. The prices used are the settlement prices in the forwards and futures markets.
12. Liquid Assets are valued at their nominal value plus any accrued interest.

13. Swaps are valued at their fair market value based upon the last known price of the underlying asset.

14. Money Market Instruments which are not listed on a stock exchange or dealt in on a Regulated Market or Other Regulated Market will be valued in accordance with market practice.

15. Derivative financial instruments which are not quoted in a securities market or traded in any Other Regulated Market will be valued in accordance with market practice.

16. Units or shares issued by Investment Funds are valued on the basis of their last available net asset value.

17. All other assets are valued on the basis of their probable realisation value, which should be estimated using prudence and in good faith.

18. Values expressed in any other currency than the reference currency of the Sub-Fund in question will be converted using the mean rate of exchange of the currency concerned.

In cases where the calculation methods above are not appropriate, the Board may adjust the value of any investment, or allow another valuation method to be employed for the assets of the Company if they consider that the circumstances justify the adoption of such adjustment or other valuation methods such that the value of the investments should be reflected more correctly.

In respect of the determination of the value of the assets of the Company, the Management Company and its sub-contractor use as their base the information received from various different sources of quotation (including administrative agents of funds, managers, and brokers). Provided that the Management Company and its sub-contractor act with all the due care and diligence required in this field, and provided that there are no manifest errors in the valuations forwarded by such sources of quotations, neither the Management Company nor its sub-contractor will be held liable for the accuracy of the valuations supplied by such sources of quotation. The Management Company and its sub-contractor may rely fully and exclusively on the basis of the valuations supplied by the Board or by one or more specialists duly authorised to that effect by the Board.

If it is found that one or several sources of quotations are unable to supply the valuations to the Management Company and its sub-contractor, the latter are authorised not to calculate the Net Asset Value, and consequently not to determine the prices for subscription, redemption, and conversion. The Board should be informed immediately by the Management Company (or its sub-contractor) if such a situation should arise. If necessary, the Board or the Management Company, if applicable, may then decide to suspend the calculation of the Net Asset Value in accordance with the procedures described in Chapter 14, "Suspension of the calculation of the Net Asset Value and of the issue, redemption, and conversion of Shares".

Adequate provisions will be made, Sub-Fund by Sub-Fund, for expenses to be borne by each of the Company's Sub-Funds and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria.

II. The liabilities of the Company will comprise, among others:

1. all borrowings, matured effects, and accounts payable;

2. all known obligations whether or not due, including contractual obligations reaching maturity which are related to payments in cash or in kind (including the amount of dividends declared by the Company but not yet paid);

3. all reserves authorised or approved by the Board, including those which have been constituted in order to meet a potential capital loss on certain investments made by the Company;

4. any other liability of the Company, of whatsoever nature, with the exception of those which are represented by the Company's own resources. When valuing the sum of such other liabilities, the Company will include in their calculation all expenses to be met by the Company comprising, without limitation the setting-up costs and the costs of subsequent amendment of the Articles, fees and expenses payable to the various different service providers such as the Management Company, the Investment Manager, the Global Distributor, the distributors and the nominees if any, the Depositary, the correspondent agents, the transfer agents, paying agents and other (sub-)contractors and employees of the Company or the Management Company, and in addition the permanent representatives of the Company in the countries in which it is subject to registration, fees for legal assistance, the audit of the annual accounts of the Company, promotional expenses, the costs of printing and publication of the documents in respect of the sale of the Shares, the cost of printing the annual and interim financial statements, the costs of holding General Meetings and the meetings of the Board, reasonable travel expenses of the members of the Board, including their insurance premiums, assistance fees, registration declaration expenses, all taxes and duties exacted by government authorities and securities markets, the costs of publishing the prices for issue, redemption, and conversion and all other operating expenses including financial, bank, and brokerage costs incurred during the purchase and sale of assets or otherwise, and all other administrative expenses.

   When valuing the amount of such liabilities, the Company shall include administrative expenses, taxes and other regular or periodical expenses in the calculation in time proportion. To this end, an appropriate provision determined from time to time by the Company and if necessary any other reserves authorised and approved by the Board together with a sum (if required) which the Board may consider to constitute an appropriate reserve in order to satisfy any other potential liability of the Company.

5. In respect of relations between the shareholders, each Sub-Fund will be considered a separate entity generating its own revenues, capital gains and capital losses, expenses and costs, without restriction. Assets, liabilities, costs, and expenses which are not attributable to any specific Sub-Fund shall be allocated to the various different Sub-Funds in equal parts or in proportion to their respective net assets in cases where the sums in question justify this. The Company constitutes one single legal entity, however with respect to third parties and in particular in respect of the creditors of the Company, each Sub-Fund will be liable exclusively for the liabilities which correspond to it.

III. Every share of the Company which is in the process of being redeemed will be deemed to be a share issued and in existence until the close of the Valuation Day which corresponds to the redemption of that share, and its price will be deemed to constitute a liability of the Company as from the close of that day.

All shares are to be issued by the Company in compliance with the orders for subscription received will be treated as having been issued as from the Valuation Day of its issue price, and its price will be treated as a receivable of the Company until it has in fact been received by the Company.

****

14. SUSPENSION OF THE CALCULATION OF THE NET ASSETS VALUE AND OF THE ISSUE, REDEMPTION, AND CONVERSION OF THE SHARES

The Board is authorised to suspend the calculation of the Net Asset Value of the Shares of one or more of the Sub-Funds or of one or more of the Classes or Sub-Classes, on a temporary basis, together with issues, redemptions, and conversions, in the following cases:

a) throughout every period during which a market or securities market which is the principal market or securities market where a substantial proportion of the investments of one or several Sub-Funds is quoted is closed, except on the days on which they are normally closed, or during which trading on such market is subject to significant restrictions or are suspended;

b) during a political, financial, military, monetary, or social situation, or any event of force majeure, which is beyond the liability or control of the Company, and makes it impossible to dispose of the assets of one or more Sub-Funds by reasonable normal means without giving rise to serious prejudice to the interests of the shareholders;

c) during any disruption in the communications normally employed to determine the prices of any investment of the relevant Sub-Fund(s) or the current prices on any market or securities market;

d) during restrictions on foreign exchange or the transfer of capital which may prevent the execution of transactions to the account of the relevant Sub-Fund(s) or when restrictions on purchase or sale to the account of the Company cannot be implemented at normal exchange rates;

e) when the Board so decides, subject to the observance of the principle of fair treatment between the shareholders and the applicable laws and regulations (i) following the invitation to an extraordinary General Meeting of the Company, a Sub-Fund or a Class or Sub-Class which intends to make a decision in respect of the liquidation or the merger of the Company or of a Sub-Fund or of a Class or Sub-Class, and (ii) when the Board has the power following a decision to liquidate or wind up or merge a Sub-Fund, a Class, or a Sub-Class;

f) in the event that the Management Company and its sub-contractor do not have the means to determine the price of Investment Funds in which the relevant Sub-Fund has invested (when the calculation of the net assets value of the Investment Funds in question has been suspended).

Subscribers and shareholders who offer their Shares for redemption or conversion shall be advised of the suspension of the calculation of the Net Asset Value at the moment of receiving the application for subscription, redemption, or conversion or through publication of the decision to suspend effected through the press.

Notice of the suspension of the calculation of the Net Asset Value will be given to the affected investors by appropriate means as the Board may decide if the expected duration of the suspension exceeds three (3) Business Days.

Subscriptions and orders for redemption or conversions which are suspended may be withdrawn by written notification provided that such notice of withdrawal is received by the Company prior to the termination of the suspension.

Subscriptions, redemptions, and conversions which are suspended will be dealt with on the first Valuation Day following the termination of the suspension.

****

15. ISSUE AND DELIVERY OF SHARES

15.1 GENERAL

The issue of Shares takes place every Valuation Day, following the terms and conditions provided in the Data Sheet for each Sub-Fund.

The Shares may be subscribed with the Transfer Agent, the Sub-Transfer Agent or an authorised distributor. Requests may be accepted by facsimile transmission or, at the discretion of the Transfer Agent and or the Board, by other means of telecommunication. An application form can be obtained from the Management Company or from the website www.edmond-de-rothschild.com, section «Institutional & Fund Services», directory «FUND CENTER». For subscriptions, the subscriber will receive only a written confirmation. The Board may at its sole discretion reject any subscription orders from any investor.

The Sub-Transfer Agent is entitled to receive subscription orders from distributors previously agreed upon by the Management Company or the Global Distributor with a view to facilitate the order processing of distributors in another time zone than Luxembourg.

Subscription of Shares of a given Sub-Fund shall be suspended whenever the determination of the Net Asset Value per Share of such Sub-Fund is suspended by the Company (see Chapter 14 “Suspension of the calculation of the net assets value and of the issue, redemption, and conversion of the shares”).

The Management Company may enter into agreements with certain distributors or sales agents pursuant to which they agree to act as or appoint nominees for investors subscribing for Shares through their facilities. In such capacity the distributor or sales agent may effect subscriptions, switches and redemptions of Shares in the nominee name on behalf of individual investors and request the registration of such transactions on the register of shareholders of the Company in the nominee name. The appointed nominee maintains its own records and provides the investors with individualized information as to its holdings of Shares in the Company. The directors of the Board draw the investor’s attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company, notably the right to participate in general shareholders’ meetings, if the investor is registered himself and in his own name in the register of shareholders for the Company. In cases where an investor invests in the Company through an intermediary investing into the Company in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain shareholder rights directly against the Company. Investors are advised to take advice on their rights.

A Sub-Fund may be subject under the relevant Data Sheet to minimum subscription or holding requirements. These minimum subscription or holding requirements may be waived or varied on a case-by-case basis, by the Company or the Transfer Agent and do not apply to subscriptions made by the Management Company or any other entity belonging to the Edmond de Rothschild Group.

15.2 INITIAL SUBSCRIPTIONS

For all new Sub-Funds, the period for initial subscription and the terms and conditions for each Sub-Fund are specified in the pertinent Data Sheet.

15.3 ONGOING SUBSCRIPTIONS

Receipt of subscription orders for each Sub-Fund will be made with a frequency specified in the Data Sheets. All subscriptions to new Shares should be entirely paid-up. For all Sub-Funds, the amount subscribed is payable in the valuation currency of the Sub-Fund with the frequency which is specified in the Data Sheets.

If within a Class, the Board decides to create a number of Sub-Classes each with a different currency, subscriptions shall be made in the pertinent currency of the Sub-Class concerned at the choice of the investor.

Subscriptions may be addressed to the Transfer Agent, the Sub-Transfer Agent or an authorised distributor in the form of a sum subscribed in the valuation currency of the Sub-Fund concerned or of a number of Shares to be subscribed.

The Shares may at the discretion of the Transfer Agent and/or the Board be issued in exchange for a contribution in kind of securities or other assets to the Sub-Funds, provided that such securities or assets comply with the investment policies and investment restrictions applicable to the relevant Sub-Fund and have a value equal to the issue price of the relevant Shares. Assets contributed to the Sub-Fund under the conditions indicated above will be valued separately in a special report by the statutory auditor of the Company. Such contributions in kind of securities or other assets are not subject to brokerage fees. The Board will only have recourse to this option if (i) such is the request of the investor in question; and (ii) if the transfer does not have a negative effect on the existing shareholders in the relevant Sub-Fund. All expenses in respect of a contribution in kind will borne by the relevant Sub-Fund if such expenses are lower than the brokerage fees which would have been incurred by the Sub-Fund if they had acquired the securities in question on the market.

Instructions for subscriptions which the Transfer Agent, the Sub-Transfer Agent or an authorised distributor considers unclear or incomplete may lead to a delay in their execution. Such instructions will only be executed once they have been verified and confirmed to the Transfer Agent’s or Sub-Transfer Agent’s satisfaction. The Transfer Agent, Sub-Transfer Agent and the Board will not be liable for any losses which may result from delays that arise from unclear instructions.

The Board may permit different dealing cut-off times for certain types of investors, such as investors in jurisdictions where a different time zone so justifies. If permitted, the dealing cut-off time applied must always precede the time when the applicable Net Asset Value is determined. Different cut-off times may either be specifically agreed upon with the relevant distributor or may be published in any supplement to the Prospectus or other marketing document used in the jurisdiction concerned.

Any taxes, charges, and administrative expenses which may be payable in respect of the subscription will be to the account of the subscriber.

Subscription prices are based upon the Net Asset Value plus an subscription fee of a maximum of 5% which is paid to the distributors, nominees, brokers or other intermediaries (including Global Distributor) which form a part of the distribution network (including business introducers) as specified in the Data Sheets. The maximum subscription fee applicable to each Sub-Fund is determined in the Data Sheets.

The Shares may be allocated to an investor on the day of receipt of a valid subscription request and be blocked until the subscription price has been paid to the Company within the deadline provided for in the respective particulars. Failing payment by the investor within the given deadline, the Company has the right, on the next Valuation Day, to carry out a forced redemption of the Shares. If a loss is determined between the Valuation Day on which the subscription is applied and the Valuation Day on which the unpaid subscription is redeemed, the difference will be claimed from the concerned investor.

In the event that a Class or Sub-Class closed to subscription following the redemption of all of the Shares issued in the Class or Sub-Class involved is reopened to subscriptions or in the event that no Shares of a Class or Sub-Class are subscribed at the initial subscription of the Sub-Fund, as provided in the Data Sheet of the Sub-Fund concerned, the initial price per share of the Class or Sub-Class concerned will at the moment of the launch of the Class or Sub-Class be EUR 100, USD 100, CHF 100, AUD 100, ILS 100, RMB 100, SEK 100, GBP 100, KRW 100,000 or JPY 10,000, depending on the relevant valuation currency or any other price decided by the Board as indicated in the relevant Data Sheet.

All subsequent subscriptions to the initial subscription of a Class or Sub-Class will be made upon the basis of the Net Asset Value of the Class or Sub-Class concerned.

15.4 RESTRICTIONS ON THE ACQUISITION AND HOLDING OF SHARES AND ANTI-MONEY LAUNDERING MEASURES

Pursuant to international rules and Luxembourg laws and regulations (comprising but not limited to the law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended) as well as circulars of the supervising authority, obligations have been imposed on all professionals of the financial sector to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes. As a result of such provisions, the registrar agent of a Luxembourg undertaking for collective investment must ascertain the identity of the investors. Accordingly, the Transfer Agent, the Sub-Transfer Agent or an authorised distributor may require, pursuant to its risks based approach, Investors to provide proof of identity. In any case, the Transfer Agent, the Sub-Transfer Agent or an authorised distributor may require, at any time, additional documentation to comply with applicable legal and regulatory requirements.

Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorised persons unless if required by applicable laws and regulations.

In case of delay or failure by an Investor to provide the documents required, the application for subscription may not be accepted and in case of redemption request, the payment of the redemption proceeds and/or dividends may not be processed. Neither the Company nor the Transfer Agent and the Sub-Transfer Agent or an authorised distributor have any liability for delays or failure to process deals as a result of the Investor or the subscriber providing no or only incomplete documentation.

Shareholders may be, pursuant to the risks based approach of the Transfer Agent, the Sub-Transfer Agent's and an authorised distributor, requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations.

15.5 RESTRICTIONS ON THE ACQUISITION OF SHARES IN RESPECT OF THE FIGHT AGAINST THE PRACTICE AND TECHNIQUES OF LATE TRADING AND MARKET TIMING

In accordance with CSSF circular 04/146, the Board will not accept Late Trading and Market Timing practices. Subscriptions, redemptions, and conversions are always made at an unknown Net Asset Value. The Board, the Transfer Agent, the Sub-Transfer Agent or an authorised distributor reserve the right when necessary to reject any application to subscribe to or convert Shares which come from an investor who employs or who is suspected of employing such practices, and may at their own discretion take any other measures which seem appropriate or necessary to them.

The Board may, in its sole discretion, compulsorily redeem Shares or reject any subscription orders and conversions orders from any investor that the Company reasonably believes has engaged in Market Timing activity. For these purposes, the Company may consider an investor's trading history in the Sub-Funds and accounts under common control or ownership.

Furthermore, the Company will ensure that the relevant deadlines for requests for subscriptions, redemptions or conversions are strictly complied with and will therefore take all adequate measures to prevent practices known as Late Trading.

15.6 RESTRICTIONS ON THE ACQUISITION OF SHARES LINKED TO THE VERIFICATION OF THE QUALIFICATION OF INSTITUTIONAL INVESTORS

In the case of the Classes and Sub-Classes reserved for subscription and holding by Institutional Investors, the Board may at its own discretion delay the acceptance of any application to subscribe to Shares until such moment as the Transfer Agent, the Sub-Transfer Agent or an authorised distributor has received sufficient proof that the person who has made that application to subscribe may be qualified as an Institutional Investor. If at any time it appears that the holder of Shares is not an Institutional Investor, the Board is required to effect a mandatory redemption of the Shares involved. The Board, the Transfer Agent or the Sub-Transfer Agent will refuse to make any transfer of Shares effective and consequently will refuse to permit any transfer of Shares to be entered in the shareholders register if such transfer has the consequence of causing such Shares to be held by a person who is not an Institutional Investor.

Over and above any liability provided under the applicable law, every shareholder who cannot be qualified as an Institutional Investor who holds Shares must hold the Company, the Management Company, the Board, the Transfer Agent, the Sub-Transfer Agent or an authorised distributor and the other shareholders harmless from all damages and indemnify them for all harm, loss, and expense which may arise either in respect of such holding in the event that the shareholder concerned has submitted misleading or incorrect documentation or in respect of such deceitful or incorrect declarations to justify dishonestly their status as an Institutional Investor or has failed to notify the Company of the loss of such status.

Institutional Investors who subscribe in their name but to the account of third parties should certify to the Transfer Agent, the Sub-Transfer Agent or an authorised distributor that such subscription has been effected to the account of an investor considered to be an Institutional Investor. The Company, the Transfer Agent, the Sub-Transfer Agent or an authorised distributor may at any time at their own discretion require all the supporting documents necessary to certify that the final beneficiary of the shares in question is considered to be an Institutional Investor.

15.7 SALE OF SHARES IN FOREIGN COUNTRIES

The local offer documents of the Company may provide:

(i) The possibility for investors to subscribe to regular savings plans. The fees of the savings plans are not higher than one third of the amounts to be subscribed during the first year.

(ii) The option for an investor to appoint a distributor or paying agent, who should forward orders in their name to the account of the investor and be registered as the holders of the shares of the Company to the account of the investor themselves.

(iii) The option for the paying agents in Italy to debit investors who are resident in Italy for the additional fees inherent in the execution of orders for subscriptions, redemptions, or conversions of the Shares of the Company.

15.8 NOTE TO US PERSONS

This Prospectus does not constitute an offer or solicitation in respect of any US Person. The Shares may not be offered, sold, transferred or delivered, directly or indirectly, in the United States of America, its territories or possessions or to US Persons. Neither the Shares nor any interest therein may be beneficially owned by any other US Person. Any re-offer or resale of any of the Shares in the United States or to US Persons is prohibited.

Each applicant for the Shares must certify that it is not a US person as defined in Regulation S under the US Securities Act and United States Commodity Futures Trading Commission (**CFTC**) Rule 4.7 and not a US resident within the meaning of the United States Investment Company Act of 1940, as amended.

15.9 WITHDRAWAL OF REQUESTS FOR SUBSCRIPTION

A shareholder may withdraw a request for subscription of Shares in the event of a suspension of the determination of the Net Asset Value of the Shares and, in such event, a withdrawal will be effective only if written notification is received by the Transfer Agent, the Sub-Transfer Agent or an authorised distributor before the termination of the period of suspension. If the subscription request is not withdrawn, the Company shall proceed to subscribe on the first applicable Valuation Day following the end of the suspension of the determination of the Net Asset Value of the Shares. All other requests to withdraw a subscription request are at the sole discretion of the Board, and will only be considered if received before the applicable subscription cut-off time for the relevant Sub-Fund.

****

16. REDEMPTION OF SHARES

Investors should note that the redemption price of the Shares is based on the Net Asset Value per Share which may significantly vary over time and that therefore, the redemption price may be higher than, equal to, or lower than the price at which the Shares were acquired by the shareholder at the time of their subscription.

All shareholders who have subscribed to Shares in the Company may, at any time, request the redemption of all or part of their Shares, and should specify the name of the subscriber, the Sub-Fund, the Class and the Sub-Class if required and the number of Shares or the amount to be redeemed. The shareholder should address a letter or a fax to the Transfer Agent, the Sub-Transfer Agent or an authorised distributor requesting such redemption and specifying the address where the payment is to be effected. Requests may be accepted by facsimile transmission or, at the discretion of the Transfer Agent and or the Board, by other means of telecommunication.

The Sub-Transfer Agent is entitled to receive redemption orders from distributors previously agreed upon by the Management Company or the Global Distributor with a view to facilitate the order processing of distributors in another time zone than Luxembourg.

Redemption requests can be made and will be processed in accordance with the terms specified for each Class in the Data Sheets.

Instructions for redemptions which the Transfer Agent, the Sub-Transfer Agent or an authorised distributor considers unclear or incomplete may lead to a delay in their execution. Such instructions will only be executed once they have been verified and confirmed to the Transfer Agent's or the Sub-Transfer Agent's satisfaction. The Transfer Agent, the Sub-Transfer Agent and the Board will not be liable for any losses which may result from delays that arise from unclear instructions.

The Board may permit different dealing cut-off times for certain types of investors, such as investors in jurisdictions where a different time zone so justifies. If permitted, the dealing cut-off time applied must always precede the time when the applicable Net Asset Value is determined. Different cut-off times may either be specifically agreed upon with the relevant distributor or may be published in any supplement to the Prospectus or other marketing document used in the jurisdiction concerned.

After receiving a valid request for redemption, the redemption proceeds will be paid in the valuation currency of the relevant Sub-Fund, and will be based on the Net Asset Value per Share determined as of the relevant Valuation Day. If Sub-Classes have been issued each of which has a different currency, the redemption price will be paid in the currency of the Sub-Class in question.

For each Sub-Fund, the proceeds of the redemption will be paid within such period of time as is specified in the Data Sheets. The proceeds of the redemption may be converted into any freely transferable currency, at the request of the shareholder and at their expense.

For all Sub-Funds, redemption orders should be addressed to the Transfer Agent, the Sub-Transfer Agent or an authorised distributor and may be made either for a specific number of Shares or for an amount to be redeemed.

Redemptions of Shares in a Sub-Fund will be suspended during any period during which the calculation of the Net Asset Value of that Sub-Fund is suspended. Every suspension of redemptions will be notified by all appropriate means to any shareholders who have submitted orders the execution of which has been suspended.

The Board may, on a discretionary basis, and always subject to applicable laws and following the receipt of a valuation report prepared by the statutory auditor of the Company, pay the redemption price to a shareholder, which so accepts, by means of a payment in kind in securities or other assets of the Sub-Fund involved up to the value of the sum of the redemption. The Board will only have recourse to this option (i) upon request of the relevant investor; and (ii) if the transfer does not have a negative effect on the remaining shareholders in the relevant Sub-Fund. All of the expenses in respect of a payment in kind will be to the expense of the party/parties requesting this.

Neither the Board nor the Depositary may be held liable for any default in payment arising from the application of any exchange controls or other circumstances which are beyond their control and which may limit or render the transfer of the proceeds of the redemption of the Shares to a foreign country impossible.

If on any particular date, redemption orders represent more than 10% of the Shares of the Sub-Fund in circulation, the Company may decide to reduce all outstanding redemption orders pro-rata up to that 10% limit (and satisfy such reduced orders) and delay the excess portion of the relevant redemption orders until the next Valuation Day (when the Company may apply the same power). In this case the redemption orders pending execution will be reduced proportionately and on that date the redemption orders which have been delayed in processing will be given priority over later orders. Since it is given that the redemption price will be a function of the performance of the Net Asset Value, the price which the investor will see at the moment of the redemption may be greater than or lower than the issue price that was paid.

The Shares will be redeemed at the Net Asset Value of the Sub-Class or of the Class of the relevant Sub-Fund as at the relevant Valuation Day. A redemption fee in favour of the Sub-Class or Class of the Sub-Fund in question may be charged and the maximum rate for this fee will be indicated in the Data Sheet of the relevant Sub-Fund. This redemption fee will be applied in an equitable manner to all of the Shares in the Sub-Class or the Class redeemed on one and the same Valuation Day.

If following a redemption order the cumulative Net Asset Value of the Shares held by any shareholder in a Sub-Class or a Class is lower than any minimum investment that may have been indicated in the Data Sheet of the Sub-Fund concerned, the Board may, on a discretionary basis, after requesting the shareholder to subscribe such sums as may be necessary to reach the minimum investment or to convert their shares into another Class or Sub-Class of the same or another Sub-Fund, decide to proceed to a forced redemption of all of the shares held by the shareholder if the latter has not regularised their situation within a period of one (1) month following the request for regularisation.

In accordance with the Articles, if it appears to the Board that any person not authorised to hold the Shares alone or in association with other persons is the financial beneficiary of Shares in the Company, the Board may require them to sell their shares and to submit proof

of such sale to the Company within thirty (30) days of this demand. If the shareholder fails to meet their obligations, the Company may proceed or have a third party proceed to carry out a forced redemption of all of the shares held by that shareholder. Consequently, the provisions of the Prospectus and the Articles authorise the Company to carry out a unilateral redemption of all of the Shares held by unauthorised persons.

Withdrawal of requests for redemption

A shareholder may withdraw a request for redemption of Shares in the event of a suspension of the determination of the Net Asset Value of the Shares and, in such event, a withdrawal will be effective only if written notification is received by the Transfer Agent, the Sub-Transfer Agent or an authorised distributor before the termination of the period of suspension. If the redemption request is not withdrawn, the redemption will be processed on the first applicable Valuation Day following the end of the suspension of the determination of the Net Asset Value of the Shares. All other requests to withdraw a redemption request are at the sole discretion of the Board, and will only be considered if received before the applicable redemption cut-off time for the relevant Sub-Fund.

****

17. SHARE CONVERSION

17.1 GENERAL

Requests for conversion should be sent to the Transfer Agent, the Sub-Transfer Agent or an authorised distributor, the sales agents or distributors at its registered office in Luxembourg. Requests may also be accepted by facsimile transmission or, at the discretion of the Board, by other means of telecommunication.

The Sub-Transfer Agent is entitled to receive conversion orders from distributors previously agreed upon by the Management Company or the Global Distributor with a view to facilitate the order processing of distributors in another time zone than Luxembourg.

Instructions for conversion which the Transfer Agent, the Sub-Transfer Agent or an authorised distributor considers unclear or incomplete may lead to a delay in their execution. Such instructions will only be executed once they have been verified and confirmed to the Transfer Agent's or the Sub-Transfer Agent's satisfaction. None of the Transfer Agent or the Sub-Transfer Agent will be liable for any losses which may result from delays that arise from unclear instructions.

The Board may permit different dealing cut-off times for certain types of investors, such as investors in jurisdictions where a different time zone so justifies. If permitted, the dealing cut-off time applied must always precede the time when the applicable Net Asset Value is determined. Different cut-off times may either be specifically agreed upon with the relevant distributor or may be published in any supplement to the Prospectus or other marketing document used in the jurisdiction concerned.

17.2 TYPES OF SHARE CONVERSION

A request for conversion by a shareholder of all or part of the Shares of a Sub-Class or a Class of any given Sub-Fund (the **Divested Class**):

i) into Shares of another Sub-Class or Class of the same Sub-Fund, or

ii) into Shares of another Sub-Class or Class of another Sub-Fund,

(the **Invested Class**), is subject to the authorisation of the Board as described below.

17.3 LIMITATIONS APPLIED TO CONVERSIONS

The Board may at its discretion decide to authorise conversions of Shares between Sub-Funds and/or between Classes and/or between Sub-Classes within a Sub-Fund even if all of the terms and conditions for the Divested Class are not identical to the terms and conditions provided in the Invested Class.

If following a conversion order the cumulative Net Asset Value of the Shares held by any shareholder in a Sub-Class or a Class is lower than any minimum investment that may have been indicated in the Data Sheet of the Sub-Fund concerned, the Board may, on a discretionary basis, after requesting the shareholder to subscribe such sums as may be necessary to reach the minimum investment or to convert their shares into another Class or Sub-Class of the same or another Sub-Fund, decide to proceed to a forced redemption of all of the shares held by the shareholder if the latter has not corrected their situation within a period of one (1) month following the request for correction.

Conversion may not be performed if the calculation of the Net Asset Value of one or more of the Sub-Funds in question has been suspended (please see Chapter 14). Moreover, in the case of large redemption and conversions orders in respect of the same Valuation Day, conversions may also be delayed under the same conditions as those applicable to redemptions (please see Chapter 16).

17.4 TERMS AND CONDITIONS FOR CONVERSIONS

The conversion of Shares between Sub-Funds or Classes is effected and processed technically as a redemption from the Divested Class followed by a subscription in the Invested Class.

Conversion requests must be received before the earliest of (i) the redemption cut-off time of the Divested Class and (ii) the subscription cut-off time of the Invested Class. Any conversion requests received after that will be deferred to the following Valuation Day to avoid investor's money remaining non-invested.

Example for two Classes with a daily NAV. The Valuation Day is D:

- Divested Class with a redemption cut off time D at 12:30noon.
- Invested Class with a subscription cut off time D-1 at 4:00pm.

In order to be processed on D, conversion requests must be received before 4:00pm D-1.

The same principle applies in case where the Divested Class and the Invested Class do not have the same Valuation Day.

Within one and the same Sub-Fund, the conversion of one Sub-Class denominated in one currency into a Sub-Class denominated in another currency is performed on the basis of the Net Asset Value calculated on the same Valuation Day for the two Classes, the Divested and Invested Classes, as determined in the redemption conditions of the Divested Class.

After conversion, the Company will inform the shareholder of the number of new Shares obtained upon conversion and their price.

17.5 FORMULA ON THE BASIS OF WHICH A SHARE CONVERSION IS EFFECTED

The conversion will be effected according to the following formula:

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

A being the number of Shares in the Invested Class;

B being the number of Shares in the Divested Class;

C being the Net Asset Value of the Shares in the Divested Class;

D being the Net Asset Value of the Shares in the Invested Class;

E being the selling exchange rate of the currency in the Invested Class expressed in terms of the currency of the Divested Class.

17.6 CONVERSION FEE

A conversion fee will be applicable to conversion operations as specified in the Data Sheets. The subscription or redemption fees as defined in the Data Sheets for the Sub-Funds of the Divested or Invested Class are not applicable in the case of conversion.

17.7 WITHDRAWAL OF REQUESTS FOR CONVERSION

A shareholder may withdraw a request for conversion of Shares in the event of a suspension of the determination of the Net Asset Value of the Shares and, in such event, a withdrawal will be effective only if written notification is received by the Transfer Agent, the Sub-Transfer Agent or an authorised distributor before the termination of the period of suspension. If the conversion request is not withdrawn, the conversion will be processed on the first applicable Valuation Day following the end of the suspension of the determination of the Net Asset Value of the Shares. All other requests to withdraw a conversion request are at the sole discretion of the Board, and will only be considered if received before the applicable conversion cut-off time.

****

18. PRICE ADJUSTEMENT POLICY

The basis on which the assets of each Sub-Fund are valued for the purposes of calculating the Net Asset Value is set out in Chapter 13 "Definition and calculation of the Net Asset Value". The actual cost of purchasing or selling assets and investments for a Sub-Fund may however deviate from the latest available price or net asset value used, as appropriate, in calculating the Net Asset Value due to duties and charges and spreads from buying and selling prices of the underlying investments. These costs have an adverse effect on the value of a Sub-Fund (and therefore on investors) and are known as "dilution". To mitigate the effects of dilution (detrimental to investors), the Board may, at its discretion, make a dilution adjustment to the Net Asset Value in a Sub-fund (unless otherwise provided in a relevant Special Section).

To mitigate the effect of dilution, the Net Asset Value may be adjusted on any Valuation Day in the manner set out below depending on whether or not a Sub-Fund is in a net subscription position or in a net redemption position on such Valuation Day to reach the applicable adjusted price. Where there is no dealing (i.e. redemption or subscription) on a Sub-Fund or Class of a Sub-Fund on any Valuation Day, the applicable price will be the unadjusted Net Asset Value. The Board will retain the discretion in relation to the circumstances under which to make such a dilution adjustment. As a general rule, the requirement to make a dilution adjustment will depend upon the volume of subscriptions or redemptions of Shares in the relevant Sub-Fund. The Board may make a dilution adjustment if, in its opinion, the existing shareholders (in case of subscriptions) or remaining shareholders (in case of redemptions) might otherwise be adversely affected. In particular, the dilution adjustment may be made where, for example but without limitation:

a) a Sub-Fund is in continual decline (i.e. is experiencing a net outflow of redemptions);

b) a Sub-Fund is experiencing large levels of net subscriptions relevant to its size;

c) a Sub-Fund is experiencing a net subscription position or a net redemption position on any Valuation Day;

d) in any other case where the Board is of the opinion that the interests of shareholders require the imposition of a dilution adjustment.

In the usual course of business, the adjustement will be triggered whenever the capital activity on a Sub-Fund (netting of subscriptions, redemptions and conversions) on a particular Business Day exceeds a predetermined threshold of the Sub-Fund's net assets as set by the Board of Directors or the Management Company from time to time for each Sub-Fund.

The dilution adjustment will involve adding to, when the Sub-Fund is in a net subscription position, and deducting from, when the Sub-Fund is in a net redemption position, the Net Asset Value such figure as the Board considers represents an appropriate figure to meet duties and charges and spreads. In particular, the Net Asset Value of the relevant Sub-Fund will be adjusted (upwards or downwards) by an amount which reflects (i) the estimated fiscal charges, (ii) dealing costs that may be incurred by the Sub-Fund and (iii) the estimated bid/offer spread of the assets in which the Sub-Fund invests. As certain stock markets and jurisdictions may have different charging structures on the buy and sell sides, the resulting adjustment may be different for net inflows than for net outflows. Adjustments will however be limited to a maximum of 2% of the then applicable Net Asset Value.

The Net Asset Value of each Class in the Sub-Fund will be calculated separately but any dilution adjustment will in percentage terms affect the Net Asset Value of each Class in an identical manner.

For the avoidance of doubt, the adjustment mechanism is applied on the capital activity at the level of the relevant Sub-fund and does not address the specific circumstances of each individual transaction and any performance fee will be calculated on the basis of a unadjusted Net Asset Value.

****

19. FEES AND EXPENSES

19.1 FEES

19.1.1 Global management fee

The global management fee to be paid out of each Sub-Fund's net assets to the benefit of the Management Company, the Investment Manager and the Global Distributor is disclosed in respect of each Sub-Fund as a maximum percentage in the Data Sheet. The global management fee is payable quarterly in arrears and calculated on the average Net Asset Value of the relevant Class of the relevant Sub-Fund over the relevant quarter.

The global management fee will be allocated between the Management Company, the Investment Manager and the Global Distributor as agreed from time to time in writing between the parties.

19.1.2 Performance and outperformance fees

The Management Company and the Investment Manager may also receive a performance fee (the **Performance Fee**) in respect of certain Sub-Funds as specified in the relevant Data Sheets.

19.1.3 Disclosures relating to the Benchmark Regulation

The Benchmark Regulation entered into force on 1 January 2018 and introduces a new requirement according to which administrators of a benchmark who provide indexes used or intended to be used as reference indexes in the EU must obtain an authorisation or registration with the competent authority. With respect to the Sub-Funds, the Benchmark Regulation prohibits the use of benchmark indexes unless they are provided by an administrator located in the EU authorised or registered by the ESMA or if they are benchmark indexes which are not located in the EU but are included in ESMA's public register under the third country regime.

As of the date of this Prospectus, MSCI Limited is on the list of administrators held with ESMA in accordance with article 36 of the Benchmark Regulation. The Management Company has put in place a contingency plan in the event that the relevant benchmarks change or cease to be provided, in accordance with article 28 of the Benchmark Regulation. This contingency plan is available at the registered office of the Management Company free of charge.

The benchmark administrator(s) listed above administrate(s) the benchmark indexes set out below and are used by the relevant Sub-Funds as at the date of this Prospectus in accordance with the terms of the relevant Special Sections:

Benchmark administrator	**Benchmark indexes**
MSCI Limited	MSCI World Index

19.1.4 Retrocession fee arrangements

The Management Company, the Investment Manager and the Global Distributor may enter into retrocession fee arrangements with any intermediary which forms part of the distribution network (including business introducers) in relation to their distribution services. Any such retrocession fee may be paid by either by the Management Company, the Investment Manager or the Global Distributor out of its own assets (or remuneration). The Management Company, the Investment Manager or the Global Distributor may instruct from time to time in writing the Company to pay all or part of its own remuneration directly to any intermediary which forms part of the distribution network (including business introducers).

19.1.5 Remuneration of the Depositary and of the Management Company in relation to the administrative function

The Depositary and the Management Company (in remuneration of its administrative services to the Company) will be entitled to a remuneration out of the assets of the Company at a global rate of max. 0.30% per year, payable quarterly and calculated on the basis of the average net assets of the Sub-Funds over the relevant quarter. Such global fee will be allocated between the Depositary, the Management Company and any sub-contractor of the Depositary or the Management Company as agreed from time to time in writing between the parties. In addition to the above-mentioned fees, the Management Company and the Depositary are entitled to any other fees for specific services and transactions as agreed from time to time between the Company, the Depositary and the Management Company and as disclosed in the relevant service agreements.

19.2 EXPENSES

The Company will bear the expenses related to its incorporation, distribution, and its operation. These include, in particular, the remuneration of the Management Company, the Investment Manager, the Global Distributor, the intermediaries which form a part of the distribution network (including business introducers) and the Depositary, the fees of the statutory auditor, tax consultants and of the legal counsel, the expenses for printing and distribution of the Prospectus and KIID(s), and the periodical reports, brokerage for securities, fees, taxes and expenses related to the movement of securities or cash (being provided that transaction fees in favour of the Investment Manager are subject to cap at 0.20% per transaction or 5% of coupons), interest and other expenses from loans, Luxembourg subscriber tax and other taxes which may be linked to the business, the charges due to the supervisory authorities of the country in which the Shares are offered, reimbursement of reasonable expenses to the Management Company and its sub-contractor, Board members, the expense of publication in the press and advertising, finance service fees for securities and coupons, any fees arising from quotation of securities or from

publication of the prices of the shares, court fees, fees for official deeds, and court counsel, any emoluments due to the administrators.

Furthermore, all reasonable expenses and costs advanced by the Company shall be to the account of the Company, including without limitation telephone, fax, telex, telegram, and carriage incurred by the Management Company, the Investment Manager and the Management Company's sub-contractor and the Depositary, including those involved in the purchase and sale of securities in the portfolios of one or more Sub-Funds.

The Company may indemnify any director/managing director or officer, and his heirs, executors and administrators, for any expenses reasonably incurred by him in connection with any actions or proceedings to which he was a party for being a director, managing director or officer of the Company or for having been, at the Company's request, a director, managing director or officer of any other company in which the Company is a shareholder or creditor and from which he was not indemnified except where he was finally sentenced in such actions or proceedings for gross negligence or misconduct. In the event of a settlement out of courts, such indemnification shall only be granted if the Company is advised by its counsel that the director, managing director or officer in question did not commit such a breach of duty The foregoing right of indemnification shall not exclude other rights to which such director, managing director or officer may be entitled.

Each Sub-Fund will be charged all of the expenses and disbursements which are attributable to it. Expenses and disbursements not attributable to any particular Sub-Fund shall be distributed among the Sub-Funds on an equitable basis, in proportion to the assets of each.

Expenses incurred in connection with the launch of the Company and the launch of the Initial Sub-fund will be borne by the Initial Sub-fund (the **Formation Costs**). These Formation Costs, if considered to be material for the Initial Sub-fund, will be capitalised to the extent possible and amortised over a period which may not exceed five (5) years. In case where one or more additional Sub-Funds are launched before full amortisation of the Company's set-up costs, each additional Sub-Fund will bear its share of the then unamortised Company's set-up costs. These set-up costs will be allocated between the various Sub-Funds by the Board on a fair and reasonable basis, either in equal parts or in proportion to their respective net assets.

In the event that additional Sub-Funds are created, the expenses related to their creation shall be allocated and, if necessary, amortised in proportion to their net assets over a maximum period of five (5) years.

****

20. FINANCIAL YEAR

The Financial Year of the Company shall run from 1 January each year to 31 December of the following year except for the first Financial Year which began on the date of incorporation of the Company and will end on 31 December 2018.

****

21. PERIODIC REPORTS

Annual reports certified by the statutory auditor and semi-annual reports shall be kept at the disposition of the shareholders at the registered offices of the Depositary, the Management Company and other establishments appointed for this purpose, and also at the registered office of the Company.

The annual reports will be published within the four (4) months following the closing of the Financial Year.

Semi-annual reports will be published within two (2) months of the end of the semi-annual period. The first semi-annual report will be established for the period ending on 30 June 2019.

Such periodic reports will contain all of the financial information in respect of each of the Sub-Funds, the composition and progress of their assets, together with the consolidated situation of all of the Sub-Funds, expressed in Euros and drawn up on the basis of the representative exchange rates in force on the reporting date.

****

22. GENERAL SHAREHOLDERS' MEETINGS

The annual General Meeting is held each year at any date and time and any place in Luxembourg specified in the convening notice of the meeting within six (6) months of the end of each Financial Year.

Convening notices to all General Meetings will be sent to all registered shareholders, at the address which appears in the shareholders register at least eight (8) days prior to the General Meeting. Such notices will indicate the time and place of the General Meeting and the conditions for admission, the agenda, and the requirements of the law of Luxembourg in governing quorum and majority requirements.

To the extent permitted by law, the convening notice to a General Meeting may provide that the quorum and majority requirements will be assessed against the number of Shares issued and outstanding at midnight (Luxembourg time) on the fifth (5th) day prior to the relevant meeting (the **Record Date**) in which case, the right of any shareholder to participate in the meeting will be determined by reference to his/her/its holding as at the Record Date.

Each whole Share grants the right to one vote in all General Meetings.

The Articles provide that the shareholders of each Sub-Fund should meet in a separate General Meeting and shall deliberate and decide upon the conditions of attendance and majority in the manner determined by the law then in force with respect to the distribution of the annual profit balance of their Sub-Fund, and all decisions concerning that Sub-Fund.

Amendments to the Articles which concern the Company as a whole, must be approved by the General Meeting of the Company.

****

23. DISTRIBUTION OF DIVIDENDS

Each year the General Meeting will decide, based on a proposal from the Board, for each Sub-Fund, on the use of the balance of the year's net income of the investments. A dividend may be distributed, either in cash or Shares. Further, dividends may include a capital distribution, provided that after distribution the net assets of the Company total more than EUR 1,250,000 (being provided that Shares of a Target Sub-fund held by an Investing Sub-fund will not be taken into account for the purpose of the calculation of the EUR 1,250,000 minimum capital requirement).

Over and above the distributions mentioned in the preceding paragraph, the Board may decide to the payment of interim dividends in the form and under the conditions as provided by law.

The Company may issue Accumulation Classes and Distribution Classes within the Classes of each Sub-Fund, as indicated in the Data Sheets:

- Accumulation Classes will capitalise their earnings without prejudice to the ability to distribute dividends, in accordance with the first and second paragraphs above.
- Distribution Classes, unless otherwise set out in the relevant Data Sheet, will distribute on an annual basis all revenues generated over the period, net of all fees.

The nature of the distribution (net revenues from investments or capital) will be specified in the financial statements of the Company. All resolutions of the General Meeting which reach a decision on the distribution of dividends for Distribution Classes of a Sub-Fund should be approved by the shareholders of that Sub-Fund in a majority vote as provided under the law.

Notice of the payment of dividends and interim dividends will be made to the shareholders in such manner as may be determined in accordance with the law by the Board. The dividends will be paid in the valuation currency of the Sub-Fund or in the currency of the Sub-Class in question, if issued.

No interest will be paid on dividends or on interim dividends which are payable and in the hands of the Company to the account of the shareholders.

Dividends and interim dividends which have not been claimed within five (5) years as from the date of issue for payment will become time-barred and will return to the Sub-Fund concerned.

****

24. TAX TREATMENT

24.1 TAXATION OF THE COMPANY

Under the terms of the legislation in force and current practice, the Company is not subject to any tax on income or capital gains in Luxembourg.

On the other hand, each of the Sub-Funds is subject to the subscription tax, an annual tax on its assets which will be specified in the Data Sheets, and is calculated and payable quarterly on the basis of the Net Asset Value of the assets of the Company at the end of each quarter. Nevertheless, this tax is not assessed on the Company's assets that have been invested in other Investment Funds set up in Luxembourg. Moreover, the issue of Shares is not subject to any stamp duty or other tax in Luxembourg. A fixed registration duty of EUR 75 will be due by the Company upon amendment of its articles of association.

Some of the revenues of the portfolio of the Company in the form of dividends and interest may be subject to tax at various rates, withheld at source in the countries in which they arise.

24.2 TAXATION OF THE SHAREHOLDERS

Potential shareholders are advised to obtain information and if necessary to take advice on the laws and regulations (such as they touch upon tax matters and exchange controls) which could be applicable as a result of the subscription, purchase, holding, and realisation of the Shares in their countries of origin, their place of residence, or their domicile.

Under current legislation, profit distributions and redemption of Shares made by the Company to resident and non-resident shareholders are not subject to any withholding taxes in Luxembourg.

Shareholders who are resident in Luxembourg for tax purposes will however be subject to income tax at ordinary rates. For Luxembourg individual shareholders (acting within the management of their private wealth), capital gains realised on the redemption or sale of the Shares are only subject to income tax in Luxembourg (i) if such Shares are redeemed or sold within a period of six (6) months since their acquisition or (ii) if the shareholder holds or has held (either solely or together with his spouse or partner and minor children) directly or indirectly more than 10% of the issued share capital of the Company at any time during a period of five (5) years before the realisation of the capital gain.

Under current legislation, non-resident shareholders are not subject to any capital gains or income taxes in Luxembourg with respect to their Shares, except if they have a permanent establishment or a permanent representative in Luxembourg through which/whom such Shares are held.

The arrangements outlined above are based upon the law and practice currently in force, and are subject to change.

24.3 FATCA

FATCA imposes a new reporting regime and, potentially, a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by FATCA)) that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the FFI (a **Recalcitrant Holder**). The new withholding regime has been phased in as of 1 July 2014 for payments from sources within the United States and will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2019. The Company is classified as an FFI.

The United States and a number of other jurisdictions have entered into, or announced their intention to negotiate, intergovernmental agreements to facilitate the implementation of FATCA (each an **IGA**). Pursuant to FATCA and the "**Model 1**" and "**Model 2**" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting Financial Institution**" or otherwise as being exempt from or in deemed compliance with FATCA (a **Non-Reporting Financial Institution**). A Reporting Financial Institution or Non-Reporting Financial Institution is not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being a **FATCA Withholding**) from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary", "withholding foreign partnership" or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting Financial Institution might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting Financial Institution would still be required to report certain information in respect of its account holders and investors to its home government, in the case of a Model 1 IGA jurisdiction, or to the IRS, in the case of a Model 2 IGA jurisdiction. On 28 March 2014, the United States and the Grand Duchy of Luxembourg have entered into an agreement (the **Luxembourg IGA**) based largely on the Model 1 IGA.

The Company expects to be treated as a Reporting Financial Institution pursuant to the Luxembourg IGA and, therefore, does not anticipate being subject to withholding under FATCA on payments it receives or being obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Company will be treated as a Reporting Financial Institution, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Company and financial institutions through which payments on the Shares are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Shares is made is not a Participating FFI, a Reporting Financial Institution, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

If an amount in respect of FATCA were to be withheld either from amounts due to the Company or from any payments on the Shares, neither the Company nor any other person would be required to pay additional amounts.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and Model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Company and to payments they may receive in connection with the Shares.

TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

24.4 EXCHANGE OF INFORMATION FOR TAX PURPOSES

The Company may be required to report certain information about its shareholders and, as the case may be, about individuals controlling shareholders that are entities (including legal arrangements such as trusts), on an automatic and annual basis to the Luxembourg direct tax administration (*Administration des contributions directes*) in accordance with, and subject to, the Luxembourg law of 21 June 2005 implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments, the Luxembourg law of 24 July 2015 concerning FATCA, and/or the Luxembourg law of 18 December 2015 concerning the common reporting standard (**CRS**), each as amended from time to time (each an **AEOI Law** and collectively the **AEOI Laws**). Such information, which may include personal data (including, without limitation, the name, address, country(ies) of tax residence, date and place of birth and tax identification number(s) of any reportable individual) and certain financial data about the relevant Shares (including, without limitation, their balance or value and gross payments made thereunder), will be transferred by the Luxembourg direct tax administration to the competent authorities of the relevant foreign jurisdictions in accordance with, and subject to, the relevant Luxembourg legislation and international agreements.

Each shareholder and prospective investor agrees to provide, upon request by the Company (or its delegates), any such information, documents and certificates as may be required for the purposes of the Company's identification and reporting obligations under any AEOI Law. The Company reserves the right to reject any application for Shares or to redeem Shares if the prospective investor or shareholder does not provide the required information, documents or certificates. Prospective investors and shareholders should note that incomplete or inaccurate information may lead to multiple and/or incorrect reporting under the AEOI Laws. Neither the Company nor any other person accepts any liability for any consequences that may result from incomplete or inaccurate information provided to the Company (or its delegates). Any shareholder failing to comply with the Company's information requests may be charged with any taxes and penalties imposed on the Company attributable to such shareholder's failure to provide complete and accurate information.

Each shareholder and prospective investor acknowledges and agrees that the Company will, as data controller, be responsible to collect, store, process and transfer the relevant information, including the personal data, in accordance with the AEOI Laws. Each individual whose personal data has been processed for the purposes of any AEOI Law has a right of access to his/her personal data and may ask for a rectification thereof in case where such data is inaccurate or incomplete.

****

25. DATA PROTECTION

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

25.1 CATEGORIES OF PERSONAL DATA PROCESSED

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

25.2 PURPOSES OF THE PROCESSING

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

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

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

The provision of Personal Data for this purpose:

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

25.2.2 For compliance with legal and/or regulatory obligations

This includes (without limitation) compliance:

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

The provision of Personal Data for this purpose has a statutory/regulatory nature and is mandatory. In addition to the consequences mentioned at the end of this section 25.2.2, not providing Personal Data in this context may also result in incorrect reportings and/or tax consequences for the investor;

25.2.3 For the purposes of the legitimate interests pursued by the Company

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

The provision of Personal Data for this purpose:

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

and/or

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

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

Not providing Personal Data for the Purposes under sections 25.2.1 to 25.2.3 above or the withdrawal of consent under section 25.2.4 above may result in the impossibility for the Company to accept the investment in the Company and/or to perform investor-related services, or ultimately in termination of the contractual relationship with the investor.

25.3 DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

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

Such Processors may in turn transfer Personal Data to their respective agents, delegates, service providers, affiliates, such as (but not limited to) the Global Distributor or certain entities of Edmond de Rothschild Group, acting as sub-processors (collectively hereinafter referred to as **Sub-Processors**).

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

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

25.4 RIGHTS OF THE DATA SUBJECTS IN RELATION TO THE PERSONAL DATA

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

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

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

No automated decision-making is conducted.

To exercise the above rights and/or withdraw his/her consent regarding any specific processing to which he/she has consented, the Data Subject may contact the Company at the following address at 4 Rue Robert Stumper, L-2557 Luxembourg.

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

25.5 INFORMATION ON DATA SUBJECTS OF INDIVIDUALS RELATED TO THE INVESTOR

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

Protection Laws) and/or its/his/her contractual obligations, including information on the processing of their Personal Data as described in this data protection section. The investor will indemnify and hold the Company, the Processors and/or Sub-Processors harmless for and against all financial consequences that may arise as a consequence of a failure to comply with the above requirements.

25.6 DATA RETENTION PERIOD

Personal Data shall not be retained for periods longer than those required for the purpose of its processing, subject to statutory periods of limitation.

25.7 RECORDING OF TELEPHONE CONVERSATIONS

Investors, including the Data Subjects related to him/her/it (who will be individually informed by the investors in turn) are also informed that for the purpose of serving as evidence of commercial transactions and/or any other commercial communications and then preventing or facilitating the settlement of any disputes or litigations, their telephone conversations with and/or instructions given to the Company, the Management Company, the Depositary, the domiciliary agent, the administrative agent, the Transfer Agent, the Sub-Transfer Agent, the statutory auditor of the Company, and/or any other agent of the Company may be recorded in accordance with applicable laws and regulations. These recordings are kept as long as necessary for the purpose of its processing, subject to statutory periods of limitation. These recordings shall not be disclosed to any third parties, unless the Company, the Management Company, the Depositary, the domiciliary agent, the administrative agent, the Transfer Agent, the Sub-Transfer Agent, the statutory auditor of the Company, and/or any other agent of the Company is/are compelled or has/have the right to do so under applicable laws and/or regulations in order to achieve the purpose as described in this paragraph.

****

26. DISCLOSURE OF IDENTITY

The Company, the Management Company or the Depositary may be required by law, regulation or government authority or where it is in the best interests of the Company to disclose information in respect of the identity of the shareholders.

The Company is required under Luxembourg law to (i) obtain and hold accurate and up-to-date information (i.e. full names, nationality/ies, date and place of birth, address and country of residence, national identification number, nature and extent of the interest in the Company) about its beneficial owners (as such term is defined under the Luxembourg act of 12 November 2004 on the fight against money laundering and terrorist financing, as amended (the **AML Act**)) and relevant supporting evidence and (ii) file such information and supporting evidence with the Luxembourg Register of beneficial owners (the **RBO**) in accordance with the Luxembourg act of 13 January 2019 creating a Register of beneficial owners (the **RBO Act 2019**).

The attention of shareholders is drawn to the fact that the information contained in the RBO (save for the national identification number and address of the beneficial owner) will be available to the public as from 1 September 2019, unless a limited access exemption is applied for and granted. Luxembourg national authorities and professionals (as referred to in the AML Act) may request that the Company gives them access to the information on the beneficial owner(s) of the Company (as well as its legal owners). Investors, their direct or indirect (share)holders who are natural persons, the natural person(s) who directly or indirectly control(s) the Company, the natural person(s) on whose behalf Investors may act, may qualify as beneficial owner(s), and beneficial ownership may evolve or change from time to time in light of the factual or legal circumstances. Beneficial owners are under a statutory obligation to provide to the Company all relevant information about them as referred to above. Non-compliance with this obligation may expose beneficial owners to criminal sanctions.

Each shareholder, by subscribing to Shares, accepts and agrees that the Company and any of its services providers cannot incur any liability for any disclosure about a beneficial owner made in good faith to comply with Luxembourg laws.

Each shareholder, by subscribing to Shares, accepts and agrees to make such representations and warranties that it will promptly provide upon request, all information, documents and evidence that the Company may require to satisfy its obligations under any applicable laws and in particular the RBO Act.

For the purpose of the above and in accordance with the AML Act, the term "Beneficial owner" shall mean, as of the version of the current Prospectus, any natural person(s) who ultimately owns or controls the entity or any natural person(s) on whose behalf a transaction or activity is being conducted. The concept of beneficial owner shall include at least:

(a) in the case of corporate entities:

  (i) any natural person who ultimately owns or controls a legal entity through direct or indirect ownership of a sufficient percentage of the shares or voting rights or ownership interest in that entity, including through bearer shareholdings, or through control via other means, other than a company listed on a regulated market that is subject to disclosure requirements consistent with European Union law or subject to equivalent international standards which ensure adequate transparency of ownership information.

  A shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a natural person shall be an indication of direct ownership. A shareholding of 25% plus one share or an ownership interest of more than 25% in the customer held by a corporate entity, which is under the control of a natural person(s), or by multiple corporate entities, which are under the control of the same natural person(s), shall be an indication of indirect ownership;

  (ii) if, after having exhausted all possible means and provided there are no grounds for suspicion, no person under point (i) is identified, or if there is any doubt that the person(s) identified are the beneficial owner(s), any natural person who holds the position of senior dirigeant (manager);

(b) in the case of fiducies and trusts:

  (i) the settlor;

  (ii) any fiduciaire or trustee;

  (iii) the protector, if any;

  (iv) the beneficiaries, or where the individuals benefiting from the legal arrangement or entity have yet to be determined, the class of persons in whose main interest the legal arrangement or entity is set up or operates;

  (v) any other natural person exercising ultimate control over the fiducie or trust by means of direct or indirect ownership or by other means;

(c) in the case of legal entities such as foundations, and legal arrangements similar to trusts, any natural person holding equivalent or similar positions to those referred to in point (b).

****

27. INFORMATION TO SHAREHOLDERS

Shareholders are regularly updated on the situation of the Company by means of the following information measures:

27.1 NET ASSET VALUE

The Net Asset Value per Share of each Class or Sub-Class is available at the registered offices of the Company, the Management Company and other establishments appointed by them.

The Board decides the terms and conditions for the publication of the Net Asset Value of each Sub-Fund in the press on a case-by-case basis.

In the event that the calculation of the Net Asset Value per Share of a Sub-Fund, Class or Sub-Class is suspended, the relevant shareholders are notified by appropriate means.

27.2 OTHER PUBLICATIONS

The Company will also proceed to publish other required information in the countries where their Shares are offered to the public. Shareholders will be notified of the other information intended for shareholders, if necessary by publication in a newspaper as decided by the Board.

For practical reasons, publications may use the shortened name "EdRF II" or "EdR II" instead of the complete name of the Sub-Fund concerned; for example, the shortened name "EdRF II – Income 2024" or "EdR II – Income 2024" could be used in a publication relative to this Sub-Fund, instead of the complete name "EDR FUND II – Income 2024".

****

28. DOCUMENTS AVAILABLE TO THE PUBLIC

The following documents are at the disposal of the public at the registered office of the Depositary, the Management Company and at the registered offices of the Company:

(a) this Prospectus;

(b) the KIIDs;

(c) the Articles;

(d) the annual and semi-annual reports of the Company;

(e) the Depositary Agreement;

(f) the Central Administration Agreement;

(g) the Management Company Agreement;

(h) the investment management agreemens between the Company, the Management Company and the Investment Manager;

(i) the global distribution agreement between the Company, the Management Company and the Global Distributor.

The agreements referred to under items (e) to (i) may be amended by mutual agreement by the parties involved.

The current Prospectus, KIIDs, the Articles, and the annual and semi-annual reports of the Company are available to the investors at the registered offices of the Company at 4 Rue Robert Stumper, L-2557 Luxembourg.

****

29. DATA SHEETS OF THE SUB-FUNDS

The Company is currently comprised of the following Sub-Fund:

EdR FUND II - INCOME 2024
EdR FUND II – NEXT

The Board reserves the right to launch other Sub-Funds at a later date and to set their terms and conditions, in which case this Prospectus will be updated. Similarly, the Board may decide to close any Sub-Fund, or propose to the shareholders in any Sub-Fund that it should be closed, provided that the Board reserves the right to reopen any such a Sub-Fund at a later date in which case this Prospectus will be updated.

The Data Sheets on the following pages describe the characteristics of the various different Sub-Funds.

DATA SHEET

EDR FUND II – INCOME 2024

The information contained in this Data Sheet should be read in conjunction with the full text of the EdR FUND II Prospectus. This Data Sheet relates exclusively to the sub-fund EdR FUND II – INCOME 2024 (the Sub-Fund).

I. OBJECTIVE AND INVESTMENT POLICY

Objective

The Sub-Fund aims to provide a regular income of 4% p.a. by investing in European equity and fixed income securities. The Sub-Fund is actively managed and is not managed in reference to a benchmark index.

Investment policy

Within the limits of the investment restrictions set out in Chapter 5, "Investment restrictions", the Sub-Fund will seek to achieve the investment objective by investing in bonds and equities, which offer attractive yields and sustainable dividend payments.

The Sub-Fund will invest at least 50% of its Net Asset Value in corporate bonds denominated in euro. The Sub-Fund will maintain an overall average rating equal or above B- according to Standard & Poor's, or an equivalent rating assigned by another independent agency or by the Investment Manager. The Sub-Fund will not invest more than 10% of its net assets in corporate bonds having a rating below B- according to Standard & Poor's, or an equivalent rating assigned by another independent agency or by the Investment Manager.

Investments in corporate bonds will consist in senior debt instruments, subordinated-debt instruments, regular and Contingent Convertible Bonds issued by companies. Investments in Contingent Convertible Bonds may not exceed 10% of the net assets of the Sub-Fund.

The Sub-Fund may invest without any constraint in non-investment grade and unrated securities. The Investment Manager has set up a method for grading and taking into account the equivalence of any unrated securities.

Depending on the Investment Manager's expectations, the Sub-Fund exposure to European equity markets will be maintained within a range of 0% to 50% of the Sub-Fund's Net Asset Value. These investments will consist in shares:

- Issued by companies with a market capitalisation greater than EUR 500 million at the time of the investment
- With attractive dividend yield (net dividend per share/share price)
- With sustainable dividend streams
- Chosen in the Euro zone market and in markets in the United Kingdom, Switzerland, Denmark, Sweden and Norway.

The Sub-Fund investments in securities issued in emerging countries, including non-OECD Member States may not exceed 10% of its net total net assets. Investments in other currencies than Euro are intended to be hedged. The portfolio currency risk may not exceed 10% of its net total net assets. The Sub-Fund may not invest in distressed debt securities. If the Sub-Fund holds securities which, further to a downgrade, become distressed debt securities, the Investment Manager will seek to sell the relevant securities as soon as reasonably practicable, taking due account of the interests of shareholders in the Sub-Fund.

The Sub-Fund may invest in financial derivative instruments to achieve its investment objective. Such instruments may also be used for the purpose of hedging. These instruments may include, but are not limited to, futures, options, forward contracts and credit derivatives. The Sub-Fund may invest up to 100% of its net assets in derivate instruments.

The Sub-Fund will not invest more than 10% of its net assets in UCITS and other Investment Funds with the exception of money market funds.

The portfolio duration will be maintained within a range of 0 to 7.

The Sub-Fund may, in exceptional market circumstances or during a period of six (6) months before the Maturity Date, and if the Investment Manager considers this to be in the best interest of the investors, hold up to 100% of its net assets in cash or cash equivalent instruments (including bank deposits, money market funds, Money Market Instruments, sovereign bonds and treasury bills).

II. SUB-FUND'S RISK PROFILE

The investments of the Sub-Fund are subject to normal market fluctuation and other risks inherent in investing in securities and there can be no assurance that capital appreciation or distribution payments would occur. The value of investments and the income from them, and therefore the value of the Shares of the Sub-Fund, can and do go down as well as up and an investor may not get back the amount he invests. The risks associated with investments in equity (and equity-type) securities include significant fluctuations in market prices, adverse issuer or market information and the subordinate status of equity in relation to debt paper issued by the same company. Potential investors should also consider the risk attached to fluctuations in exchange rates, possible imposition of exchange controls and other restrictions.

The investor must be aware that the Sub-Fund can be subject to credit risks.

III. TYPICAL INVESTOR PROFILE

The Sub-Fund is suitable for conservative or less experienced investors including those who are not interested in or informed about capital market topics, but who see investment fund as a convenient "saving" product. Investors must however accept the possibility of capital losses. It is also suitable for more experienced investors wishing to attain defined investment objectives within medium to long term. Experience of capital market products is not required. The investors must be able to accept moderate temporary losses, thus, this Sub-Fund is suitable to the investors who can afford to set aside the capital for at least five (5) years.

IV. CLASSES OF SHARES

For this Sub-Fund, the following Classes of Shares are available to investors:

	Class A	**Class B**
Sub-Class	EUR	EUR
Eligible investors (see item (i) below)	Retail investors	Retail investors
Minimum holding requirement	N/A	N/A
Minimum initial subscription amount	1 Share	1 Share
Accumulation / Distribution (see item (ii) below)	Accumulation	Distribution
Subscription fee	Max. 2%	Max. 2%
Redemption fee	See section XI below	See section XI below
Conversion fee	N/A	N/A
Global management fee	Max. 1.60%	Max. 1.60%
Performance Model	N/A	N/A
Performance Fee Rate	N/A	N/A
Subscription tax rate	0.05%	0.05%

(i) For the avoidance of doubt, Institutional Investors may also invest in Classes available to retail investors.

(ii) Distribution Classes will distribute annually, including in the form of interim dividends, all or a part of their revenues generated over the relevant period, net of all related fees.

V. VALUATION CURRENCY

The Net Asset Value will be calculated and subscriptions and redemptions will be made in the currency of the Class concerned. In the financial reports, the net value of each Class and the Sub-Fund's consolidated financial statements shall be expressed in EUR.

VI. INVESTMENT MANAGER

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)

VII. GLOBAL DISTRIBUTOR

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)

VIII. DISTRIBUTOR

DEUTSCHE BANK, Madrid (the **Distributor**).

The Sub-Fund will pay an initial marketing and distribution fee (the **Initial Marketing and Distribution Fee**) to the Distributor. The Initial Marketing and Distribution Fee will be equal to 2% of the total amount of subscription monies collected by the Sub-Fund during the Initial Offering Period. The Initial Marketing and Distribution Fee will be amortised on a straight line basis over a five- (5-) year period from the Launch Date until the date of the fifth (5th) anniversary of the Sub-Fund.

IX. VALUATION DAY

Each day on which banks are generally open for business in Luxembourg and in France and any other day on which the French financial markets are open (official calendar of EURONEXT PARIS S.A.) is a Valuation Day. The Net Asset Value will not be calculated on Good Friday or 24 December (Christmas Eve).

The Net Asset Value is calculated and published on the first Business Day following the relevant Valuation Day (the "NAV calculation day").

X. INITIAL OFFERING PERIOD AND LAUNCH DATE

Investors may subscribe for Shares in the Sub-Fund during the initial offering period which will start on 16 May 2018 and end on 24 July 2018 (the **Initial Offering Period**). The deadline for the receipt of subscription requests is no later than 12:30 p.m. (Luxembourg time) on 24 July 2018. The sum subscribed is payable in the currency of the relevant Class, and should reach the Company in Luxembourg at the latest on 27 July 2018.

Shares subscribed during the Initial Offering Period will be issued at a subscription price of EUR 100 and will be issued on the day following the last day of the Initial Offering Period (the **Launch Date**).

XI. REDEMPTION

The deadline for the receipt of redemption requests is no later than 12:30 p.m. (Luxembourg time) on the relevant Valuation Day.

Payment of the proceeds of redeemed Shares will be made within three (3) Business Days following the applicable Valuation Day.

Payment will be made in the Sub-Class currency or in any other currency, in accordance with instructions indicated in the request for redemption, in which case exchange fees will be borne by the shareholder.

Redemptions of Shares are subject to a Redemption Fee which will reduce over time during the life of the Sub-Fund at the rates set forth below:

Redemptions during years since Launch Date	**Applicable Rate of Redemption Fee**
1st year	2.50% of the NAV per Share on the relevant Valuation Day
2nd year	2.00% of the NAV per Share on the relevant Valuation Day
3rd year	1.50% of the NAV per Share on the relevant Valuation Day
4th year	1.00% of the NAV per Share on the relevant Valuation Day
5th year	0.75% of the NAV per Share on the relevant Valuation Day
6th year	0% of the NAV per Share on the relevant Valuation Day

No Redemption Fee will be levied on Shares which will be compulsory redeemed on Maturity Date in accordance with Section XII below.

The Redemption Fee will be paid to the Sub-Fund.

XII. MATURITY

The Maturity Date of the Sub-Fund is the sixth (6th) anniversary of the Launch Date, i.e., 25 July 2024. All Shares outstanding on the Maturity Date will be compulsorily redeemed at the Net Asset Value per Share calculated on the Maturity Date. The Sub-Fund put into liquidation after payment of all liquidation proceeds.

XIII. CONVERSION

The terms and conditions of conversions of Shares of the Sub-Fund are described in Chapter 17, “Share Conversion” above.

XIV. GLOBAL EXPOSURE

The Sub-Fund uses the Commitment Approach to monitor its global exposure.

DATA SHEET

EDR FUND II – NEXT

The information contained in this Data Sheet should be read in conjunction with the full text of the EdR FUND II Prospectus. This Data Sheet relates exclusively to the sub-fund EdR FUND II – NEXT (the Sub-Fund).

I. OBJECTIVE AND INVESTMENT POLICY

Objective

The objective of the Sub-Fund is to outperform its benchmark over a recommended investment period of five years by investing mainly indirectly in global equities involved in the environmental transition, technological disruption or societal transformation.

This thematic fund is built around 3 structural trends: environmental transition, technological disruption and societal transformation. The management expertise is based on its ability to identify the best themes, select underlying funds and securities and structure its allocation. The allocation within each of the 3 trends mentioned above will be made dynamically between a core, a satellite and an opportunistic pillar, each pillar reflecting the investment manager's convictions on a different time horizon.

The Sub-Fund is actively managed. The index MSCI World Index is used for performance comparison purposes only and the Sub-Fund can deviate significantly or entirely from the benchmark index.

Investment policy

The Investment Manager implements a long-term discretionary management and aims to invest between 70% and 110% of the Sub-Fund's net assets in international capital markets. To achieve this objective, the Sub-Fund will invest, directly and mainly indirectly in equities without restriction or limitation as to geographic, industrial or sector diversification within the following limits:

- Between 60% and 100% of the Sub-Fund's net assets are invested in units or shares of UCITS and other UCIs invested in equities.
- Up to 30% of the Sub-Fund's net assets may be invested directly in equities.

The Sub-Fund may also invest up to 25% of its net assets:

- in units or shares of UCITS and other UCIs investing in transferable debt securities (including Convertible Bonds, Exchangeable Bonds and option bonds) or Money Market Instruments. For the avoidance of doubt, the Sub-Fund may be exposed, but to a lesser extent, to Contingent Convertible Bonds traded on a Regulated Market indirectly through its investments in UCITS and other UCIs which do not invest mainly in this type of instruments;
- in transferable debt securities and Money Market Instruments from public or private issuers and provided that these securities are rated investment grade at the time of purchase (i.e. which rating are higher than or equal to BBB- according to Standard & Poor's, or an equivalent rating attributed by another independent agency, or a deemed equivalent rating attributed by the Investment Manager for non-rated securities).

For the avoidance of doubt, the Sub-Fund may be exposed, but only indirectly, to Emerging Countries including China.

The Sub-Fund may invest in exchange-traded funds (ETF).

The Sub-Fund may use financial derivative instruments to achieve its investment objective in accordance with the restrictions and limits set out in Chapter 5. "Investment restrictions". Such instruments may also be used for the purpose of hedging. These instruments may include, but are not limited to:

- equity option contracts;
- equity futures contracts; or
- currency forward contracts (forward foreign exchange contracts or foreign exchange futures).

The Sub-Fund will not use TRS or SFT.

The use of instruments with embedded derivatives will not have the effect of increasing the Sub-Fund's overall exposure to equity risk to more than 100% of the Sub-Fund's net assets.

II. SUB-FUND'S RISK PROFILE

The investments made by the Sub-Fund will be subject to markets trends and fluctuations. Investors are at risk of potentially recovering a sum which is less than the amount they have invested.

The investor must be aware that the Sub-Fund is subject to:

- Capital loss risk
- Liquidity risk
- Discretionary management risk
- Equity risk
- Risk associated to small and mid-capitalisations
- Currency risk
- Interest rate risk
- Credit risk
- Risks associated with financial contract exposure and counterparty risk
- Risk linked to derivative products
- Risk linked to investment in emerging countries and less developed markets

III. TYPICAL INVESTOR PROFILE

The Sub-Fund is intended for Institutional Investors, businesses and individuals likely to understand the specific risks related to an investment in the Sub-Fund and who wish to increase the value of their savings through a vehicle that more particularly targets international securities.

The recommended minimum investment period is 5 years.

IV. CLASSES OF SHARES

For this Sub-Fund, the following Classes of Shares are available to investors:

	Class A	**Class B**	**Class CR** **(see item (iv) below)**	**Class CRD** **(see item (iv) below)**	**Class I**	**Class J**
Sub-Class	EUR, CHF, USD	EUR, CHF, USD	EUR, USD	EUR, USD	EUR, CHF, USD	EUR, CHF, USD
Eligible investors (see item (i) above)	Retail investors	Retail investors	Retail investors	Retail investors	Institutional Investors	Institutional Investors
Minimum holding requirement	N/A	N/A	N/A	N/A	N/A	N/A
Minimum initial subscription amount	1 Share	1 Share	1 Share	1 Share	EUR500,000 or equivalent (see item (v) below)	EUR500,000 or equivalent (see item (v) below)
Accumulation / Distribution (see item (ii) above)	Accumulation	Distribution	Accumulation	Distribution	Accumulation	Distribution
Initial offering price	See item (vi) below	See item (vi) below	See item (vi) below	See item (vi) below	See item (vi) below	See item (vi) below
Subscription fee (see item (iii) below)	Max. 3%	Max. 3%	Max. 3%	Max. 3%	N/A	N/A
Redemption fee	N/A	N/A	N/A	N/A	N/A	N/A
Conversion fee	N/A	N/A	N/A	N/A	N/A	N/A
Global management fee	Max. 1.50%	Max. 1.50%	Max. 0.85%	Max. 0.85%	Max. 0.75%	Max. 0.75%
Performance Model	N/A	N/A	N/A	N/A	N/A	N/A
Performance Fee Rate	N/A	N/A	N/A	N/A	N/A	N/A
Benchmark Index	See section V. below	See section V. below	See section V. below	See section V. below	See section V. below	See section V. below

	Class A	Class B	Class CR (see item (iv) below)	Class CRD (see item (iv) below)	Class I	Class J
Subscription tax rate	0.05%	0.05%	0.05%	0.05%	0.01%	0.01%

(i) For the avoidance of doubt, Institutional Investors may also invest in Classes available to retail investors.

(ii) Distribution Classes will distribute annually, including in the form of interim dividends, all or a part of their revenues generated over the relevant period, net of all related fees.

(iii) The subscription fee is calculated on the Net Asset Value per Share subscribed and is for the benefit of intermediaries that are part of the distribution network (including business introducers).

(iv) Classes CR and CRD Shares are available to all types of Investors. However, Classes CR and CRD Shares are available to retail investors (non-professional or elective professional) exclusively in the following cases:

- they are subscribing further to and in accordance with an independent advice given by a duly regulated financial advisor;
- they are subscribing further to and in accordance with a non-independent advice, with a specific agreement that does not allow the regulated financial advisor to receive and retain rebates; or
- they have signed a portfolio management mandate with a duly regulated financial advisor, who is subscribing to the Shares on their behalf.

In addition to the management fee levied at the level of the Sub-Fund, the relevant financial advisor may also charge management or advisory fees to the relevant investor. Neither the Company nor any of its agents are a party to these arrangements.

Classes CR and CRD Shares are not registered for distribution in all countries and therefore not available for subscription by retail investors in all jurisdictions.

(v) Amounts already subscribed in other Classes of the Sub-Fund will be deducted from the minimum initial subscription amount.

(vi) The initial price per Share set out in Chapter 15.3 “Ongoing subscriptions”, penultimate paragraph

V. BENCHMARK INDEX

The benchmark index is the MSCI World Index, calculated with net dividends reinvested. The benchmark index will be expressed in the Sub-Class currency.

As the objective of the Sub-Fund is not to track the benchmark index, its performance may depart significantly from the benchmark index, which serves only for comparison purposes.

The Sub-Fund is actively managed, which means that the Investment Manager makes investment decisions with the aim of achieving the Sub-Fund's objective and investment policy. This active management includes taking decisions related to asset selection, regional allocation, sectoral views and overall market exposure. The Investment Manager is in no way limited by the composition of the benchmark index in the positioning of the portfolio, and the Sub-Fund may not hold all the components of the benchmark index or indeed any of the components in question. The Sub-Fund may diverge wholly or significantly from the benchmark index or, occasionally, very little.

VI. VALUATION CURRENCY

The Net Asset Value will be calculated and subscriptions and redemptions will be made in the currency of the Class concerned. In the financial reports, the net value of each Class and the Sub-Fund’s consolidated financial statements shall be expressed in EUR.

VII. INVESTMENT MANAGER

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)

VIII. GLOBAL DISTRIBUTOR

EDMOND DE ROTHSCHILD ASSET MANAGEMENT (FRANCE)

IX. VALUATION DAY

Each day on which banks are generally open for business in Luxembourg in France and any other day on which the French and American financial markets are open (official calendar of NYSE and EURONEXT PARIS S.A.) is a Valuation Day. The Net Asset Value will not be calculated on Good Friday or 24 December (Christmas Eve).

The Net Asset Value is calculated and published on the first Business Day following the relevant Valuation Day (the “NAV calculation day”).

X. INITIAL OFFERING DATE

The initial offering date of this Sub-Fund will occur on a date which will be decided by the Board (the **Initial Offering Date**).

XI. ONGOING SUBSCRIPTIONS

The subscription to the Shares of the Sub-Fund is effected by means of the documents necessary for the subscription, which are available at the registered offices of the Company.

Subscription orders must be received no later than 4:00 p.m. (Luxembourg time) one Business Day prior to the applicable Valuation Day.

The sum subscribed in the Sub-Class currency must reach the Company in Luxembourg within three (3) Business Days following the Valuation Day applicable for such subscriptions.

XII. REDEMPTION

Redemption orders must be received no later than 4 p.m. (Luxembourg time) one Business Day prior to the applicable Valuation Day.

The proceeds of the redemption will be paid in in the Sub-Class currency within the three Business Days following the applicable Valuation Day.

The proceeds of the redemption may be converted into any freely convertible currency, at the request of the shareholder and at their expense.

XIII. CONVERSION

The terms and conditions of conversions of Shares of the Sub-Fund are described in Chapter 17, “Share Conversion” above.

XIV. GLOBAL EXPOSURE

The Sub-Fund uses the Commitment Approach to monitor its global exposure.