

RULES

Candriam Diversified Futures



March 2014

SECTION I

ASSETS AND UNITS

ARTICLE I – CO-OWNERSHIP UNITS

The rights of the co-owners are expressed in units, with each unit corresponding to the same fraction of the assets of the sub-fund. Each unitholder has a right of co-ownership to the assets of the fund in proportion to the number of units held.

The term of the fund is 99 years with effect from its creation date unless wound up early or extended as stated in these rules.

The characteristics of the different unit classes and their access conditions shall be specified in the FCP's prospectus.

At the decision of the Board of Directors of the management company, the units may be subdivided, grouped or split into tenths, hundredths, thousandths or ten-thousandths, referred to as fractions of units.

The provisions of the rules governing the issue and redemption of units apply to fractions of units, the value of which will always be proportionate to that of the units which they represent. Unless stated otherwise, all other provisions contained in the rules that relate to units also apply to fractions of units, without the need to specify this.

Finally, the Board of Directors of the management company may, at its sole discretion, subdivide units by creating new units and allocating them to unitholders in exchange for old units.

ARTICLE II – MINIMUM VALUE OF ASSETS

Where the FCP's assets fall below the amount set down in the management rules, the redemption of units will be suspended. If the assets remain below this amount for 30 days, the management company will take the necessary measures to liquidate the UCITS in question or proceed with one of the measures mentioned in article 411-16 of the general regulations of the Autorité des Marchés Financiers (UCITS fund transfers).

ARTICLE III - ISSUE AND REDEMPTION OF UNITS

Units are issued at all times at the request of the holders on the basis of the net asset value plus, where applicable, subscription fees.

Subscriptions and redemptions are carried out in accordance with the conditions and procedures set down in the prospectus.

The fund's units may be listed on the stock exchange in accordance with the applicable regulations.

Subscriptions must be paid up in full on the calculation date of the net asset value. Subscriptions may be paid in cash and/or securities. The management company is entitled to refuse any securities thereby offered, and must notify its decision within seven days of the securities being deposited. In the event of acceptance, the securities contributed will be valued using the rules set down in article IV and the subscription will be carried out on the basis of the first net asset value following acceptance of the securities in question.

Units may only be redeemed in cash, except where the fund is liquidated and the unitholders have agreed to be repaid in securities. They are settled by the issuer account keeper within a maximum of five days following the date on which units are valued.

Notwithstanding, if exceptional circumstances require the realisation of the assets included in the fund before the redemption can take place, this period may be extended without, however, exceeding 30 days .

Except in the event of inheritance or an inter vivos settlement, the sale or transfer of units between holders, or from holders to a third-party, is treated in the same way as a redemption followed by a subscription. In the case of a third party, the sale or transfer amount must, where applicable, be supplemented by the beneficiary to reach at least that of the minimum subscription stipulated in the prospectus.

In application of article 214-8-7 of the Code Monétaire et Financier, the redemption by the FCP of its units and the issue of new units may be suspended by the management company on a temporary basis if exceptional circumstances so require, and if this is in the interests of the shareholders.

If the net assets of the FCP fall below the level stipulated in the rules, no units may be redeemed.

If the fund carries the possibility of a minimum subscription, these minimum subscription conditions will follow the methods stated in the prospectuses.

The FCP may stop issuing units in application of paragraph two of article L214-8-7 of the Code Monétaire et Financier in objective situations resulting in the closure of subscriptions such as a maximum number of units or shares issued, a maximum amount of assets reached or the expiration of a specific subscription period. These objective situations are defined in the prospectus of the UCITS.

The management company may restrict or prevent ownership of units in the FCP by any person or legal entity that is not allowed to hold units in an FCP (hereinafter, "the Non-Eligible Person"). A Non-Eligible Person is a "US Person" as defined in SEC Regulation S (Part 230 – 17 CFR 230.930).

To this end, the management company may:

- (i) Refuse to issue any unit if it appears that such issue would or could have the effect of said units being directly or indirectly held for the benefit of a Non-Eligible Person;
- (ii) at any time demand that any person or entity whose name appears on the register of unitholders provide it with any information accompanied by a sworn declaration that it may consider necessary for the purposes of determining whether the economic beneficiary of the units is or is not a Non-Eligible Person; and
- (iii) when it considers that a person or entity is (i) a Non-Eligible Person, to forcibly redeem all his/its units at the next net asset value. Forced redemption is carried out at the latest known net asset value less, where necessary, costs, duties and applicable fees, which shall be paid by the Non-Eligible Person after a period of 30 days during which the economic beneficiary of the units may put forward any comments to the competent body.

ARTICLE IV – CALCULATION OF THE NET ASSET VALUE

The net asset value per unit is calculated on the basis of the valuation rules set down in the prospectus.

Contributions in kind may only include securities, stocks or contracts authorised to make up the assets of the UCITS. They will be valued in accordance with the valuation rules applicable to calculation of the net asset value.

SECTION II

OPERATION OF THE FUND

ARTICLE V – MANAGEMENT COMPANY

The fund is managed by the management company in accordance with the strategy defined for the fund.

The management company shall act in the sole interest of the unitholders in all circumstances and may only exercise the voting rights attached to the securities included in the fund.

ARTICLE Vb – OPERATING RULES

The instruments and deposits eligible to be included in the fund's assets as well as the investment rules are described in the prospectus.

Financial securities and money market instruments officially listed on a stock exchange of another non-European country, or traded on another market of another country which operates regularly and is recognised and open to the public, are eligible provided this stock exchange or market has not been ruled out by the Autorité des Marchés Financiers.

ARTICLE VI – DEPOSITARY

The depositary is responsible for the duties incumbent on it pursuant to the laws and regulations in force and those contractually conferred upon it by the management company.

It must notably ensure that the management company's decisions are properly made. If necessary, the depositary may take any protective measures which it considers necessary.

In the event of a dispute with the management company, it will inform the Autorité des Marchés Financiers.

ARTICLE VII – STATUTORY AUDITORS

A firm of auditors is appointed for six financial years, following the approval of the Autorité des Marchés Financiers, by the Board of Directors of the management company.

It certifies that the accounts give a true and fair view.

The auditors' term of office may be renewed.

The auditors are required to point out as soon as possible to the Autorité des Marchés Financiers any circumstances or any decision relating to the undertaking for collective investment in transferable securities of which it becomes aware when performing its assignment, which is of a nature:

1. to constitute a violation of the legal or regulatory provisions applicable to said undertaking and likely to have significant effects on the financial position, profit or assets;
2. to undermine the conditions or the continuity of its operations;
3. to result in the issue of reservations or the refusal to certify the accounts.

Asset valuations and the determination of the exchange parities in conversion, merger or division transactions will be carried out under the control of the auditors.

They shall assess any contribution in kind at their responsibility.

The auditors will examine the composition of the assets and other information prior to publication.

Auditors' fees are agreed between the auditors and the Board of Directors of the management company in view of a programme of work specifying the verifications and checks that are considered necessary.

It will confirm the statements serving as a basis for the distribution of interim payments.

The auditors' fees are included in the management fees.

ARTICLE VIII – FINANCIAL STATEMENTS AND MANAGEMENT REPORT

At the end of each financial year, the management company will prepare the summary financial statements together with a report on the fund's management over the financial year just ended.

The management company will establish the inventory of assets of the UCI on a half-yearly basis as a minimum, and under the control of the depositary.

The management company makes these documents available to unitholders within four months of the financial year end and informs them of the amount of income to which they are entitled. Documents are either sent out by post at the express request of unitholders, or made available to them at the management company.

SECTION III

ALLOCATION OF INCOME

ARTICLE IX - ALLOCATION OF INCOME AND DISTRIBUTABLE SUMS

The net income for the financial year is equal to the amount of interest, arrears, dividends, premiums and prizes and all proceeds generated by the securities held in the portfolio of the fund, plus income generated by temporary cash holdings, less management charges, possible depreciation allowances and borrowing costs.

The distributable sums are:

1. the net income for the financial year plus retained earnings, plus or minus the balance of revenue adjustment accounts in respect of the financial year ended;
2. the realised capital gains, net of costs, less any realised capital losses, recorded during the financial year, plus any net capital gains of the same nature recognised over previous financial years which were not distributed or capitalised, plus or minus the balance of the capital gains adjustment account.

The sums mentioned in 1. and 2. may be distributed in whole or in part independently of each other.

The methods of allocation of the profit and distributable sums are described in the prospectus.

SECTION IV

MERGER - DIVISION - WINDING UP - LIQUIDATION

ARTICLE X – MERGER - DIVISION

The management company may transfer, in whole or in part, the assets contained in the fund to another UCITS which it manages, or divide the fund into two or several other FCPs.

These mergers or demergers may only be carried out after advising the unitholders. They will give rise to the issue of a new certificate specifying the number of units held by each bearer.

ARTICLE XI - WINDING UP AND EXTENSION

If the assets of the fund remain less than the amounts specified in article 2 above for a period of 30 days, the management company will inform the Autorité des Marchés Financiers and will wind up the fund, unless a merger takes place with another FCP.

The management company may wind up the fund early. It will inform the unitholders of its decision and from this date no further subscription or redemption applications will be accepted.

The management company will also wind up the fund in the event of an application to redeem all the units, upon the termination of the term of the depositary if no other depositary has been appointed, or upon the expiration of the term of the fund, unless the term is extended.

The management company will inform the Autorité des Marchés Financiers by post of the winding-up date and the procedure adopted. It will then send the auditors' report to the Autorité des Marchés Financiers.

The management company may decide to extend the term of a fund by agreement with the depositary. Its decision must be made at least three months prior to the expiration of the fund's specified term and notified to the unitholders and to the Autorité des Marchés Financiers.

ARTICLE XII – LIQUIDATION

If the fund is wound up, the depositary or the management company, as the case may be, is responsible for the liquidation operations. Failing this, the liquidator will be appointed by the court at the request of any interested party. To this end, they are invested with the broadest possible powers to realise the assets, pay any creditors and distribute the available balance between the unitholders in cash or in securities.

The auditors and the depositary will continue to carry out their duties until the liquidation process has been completed.

SECTION V

DISPUTES

ARTICLE XIII – JURISDICTION - ELECTION OF DOMICILE

Any disputes concerning the fund which may arise during its existence or upon its liquidation, whether between unitholders or between unitholders and the management company or the depositary, shall be subject to the jurisdiction of the competent courts.

FUND MANAGEMENT REGULATIONS UPDATED ON: 13 March 2014